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

AGENDA
CITY COUNCIL MEETING
Tuesday, February 9, 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	WARD II	WARD III	WARD IV
Carlo Colosimo	Jackie Milschewski	Chris Funkhouser	Diane Teeling
Ken Koch	Larry Kot	Joel Frieders	Seaver Tarulis

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. ADM 2016-06 Ordinance Amending the Requirements for Tattoo and Body Piercing Establishments - *authorize Mayor and City Clerk to execute*
2. ADM 2016-07 Resolution Authorizing the Closing of the City's Illinois Funds E-Pay Accounts - *authorize Mayor and City Clerk to execute*
3. 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:

1. Minutes of the Regular City Council – January 12, 2016
2. Minutes of the Regular City Council – January 26, 2016

Bills for Payment (Informational): $642,565.14

Mayor's Report:

1. CC 2016-08 Ordinance Amending the Number of Members of the Plan Commission
2. CC 2016-09 Kennedy Road ITEP – Shared Use Path - Amendment to Extend Ending Date

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

1. CC 2016-10 Community Apiary at Bridge Park

Plan Commission:

1. PC 2015-16 and ZBA 2015-06 GC Housing Development, LLC – Senior Independent Living Facility – Property Located at the Northeast Corner of Walnut and Freeman
    a. Ordinance 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
    b. Ordinance Granting a Variance to Increase the Maximum Permitted Number of Dwelling Units Per Acre for the Property Located at the Northeast Corner of Walnut Street and Freemont Street
    c. Ordinance Approving a Development Agreement Between the City and GC Housing Development, LLC
    d. Ordinance Approving an Agreement Between the City and GC Housing Development, LLC Providing for a Housing Assistance Program
    e. Ordinance Approving an Indemnity Agreement between the City and GC Housing Development, LLC

Zoning Board of Appeals:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

1. For litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

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

Committee		Departments	Liaisons
Chairman:	Alderman Milschewski	Finance	Library
Vice-Chairman:	Alderman Frieders	Administration	
Committee:	Alderman Teeling		
Committee:	Alderman Tarulis		

ECONOMIC DEVELOPMENT: March 1, 2016 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
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

Committee		Departments	Liaisons
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

Committee		Departments	Liaisons
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, February 9, 2016
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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1. ADM 2016-06 Ordinance Amending the Requirements for Tattoo and Body Piercing Establishments
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. ADM 2016-07 Resolution Authorizing the Closing of the City's Illinois Funds E-Pay Accounts
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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3. ADM 2016-08 Ordinance Providing for the Issuance of Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

MINUTES FOR APPROVAL:

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1. Minutes of the City Council – January 12, 2016
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. Minutes of the City Council – January 26, 2016
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

BILLS FOR PAYMENT:

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1. Bills for Payment (Informational)
   - ☐ Notes _____

MAYOR'S REPORT:

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1. CC 2016-08 Ordinance Amending the Number of Members of the Plan Commission
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. CC 2016-09 Kennedy Road ITEP – Shared Use Path – Amendment to Extend Ending Date
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

PARK BOARD REPORT:

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1. CC 2016-10 Community Apiary at Bridge Park
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

PLAN COMMISSION REPORT:

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1. PC 2015-16 and ZBA 2015-06 GC Housing Development – Senior Independent Living Facility – Property Located at the Northeast Corner of Walnut and Freeman

   a. Ordinance Approving the Rezoning to the R-4 General Multi-Family Residence District

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

   b. Ordinance Granting a Variance to Increase the Maximum Permitted Number of Dwelling Units

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

   c. Ordinance Approving a Development Agreement

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

   d. Ordinance Approving an Agreement for a Housing Assistance Program

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

   e. Ordinance Approving an Indemnity Agreement

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

CA #1

Tracking Number

ADM 2016-06

Agenda Item Summary Memo

Title: Tattoo and Body Piercing License – Amendment to Insurance Requirements

Meeting and Date: City Council – February 9, 2016

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: ADM – 1/20/16 Action Taken: Moved forward to CC consent agenda

Item Number: ADM 2016-06

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Lisa Pickering (Name) Administration (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: Administration Committee
From: Lisa Pickering, Deputy Clerk
CC: Bart Olson, City Administrator
Date: December 8, 2015
Subject: Request to Amend Insurance Requirements for Tattoo and Body Piercing Establishments

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Summary

Consideration of an amendment to the insurance requirements for tattoo and body piercing establishments.

Background

The licensing section of the city code for tattoo and body piercing establishments currently requires that the operator of the establishment keep and maintain malpractice insurance in an amount of at least one hundred thousand dollars ($100,000.00). The city's insurance broker has recommended that this amount be increased to one million dollars ($1,000,000.00).

Recommendation

Staff recommends approval of the attached ordinance increasing the required insurance to one million dollars ($1,000,000.00).

3-10-17: MALPRACTICE INSURANCE:

The operator shall keep and maintain malpractice insurance in an amount of at least one million ~~hundred thousand~~ dollars ($1,000,000.00) and shall provide evidence of such insurance upon application for or renewal of each license. (Ord. 2000-55, 10-26-2000)

Ordinance No. 2016-____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE REQUIREMENTS FOR TATTOO AND BODY PIERCING ESTABLISHMENTS

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,

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 10, Section 3-10-17 of the Yorkville City Code, as amended, be and is hereby amended to read as follows:

"3-10-17: MALPRACTICE INSURANCE:

The operator shall keep and maintain malpractice insurance in an amount of at least one million dollars ($1,000,000.00) and shall provide evidence of such insurance upon application for or renewal of each license."

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	_____	SEAVER TARULIS	_____

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

_____
MAYOR

Reviewed By:	
Legal	■
Finance	■
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

CA #2

Tracking Number

ADM 2016-07

Agenda Item Summary Memo

Title: Resolution Authorizing the Closing of the City's Illinois Funds E-Pay Accounts

Meeting and Date: City Council – February 9, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: ADM – 1/20/16 Action Taken: Moved forward to CC consent agenda

Item Number: ADM 2016-07

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (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: Administration Committee
From: Rob Fredrickson, Finance Director
Date: January 5, 2016
Subject: Resolution Closing the City's E-Pay Accounts

The attached resolution authorizes the Finance Director to close the City's two Illinois Fund E-Pay accounts for utility bills and tickets issued by the Police Department. These two Illinois Fund E-Pay accounts were established in 2004, as a means to allow residents to pay their utility bills and parking tickets on-line.

From the staff perspective E-Pay is a manual process, whereby the resident pays on-line; E-Pay notifies staff of the payment via e-mail; and staff manually enters each payment into the City's accounting software. This is opposite of MyGovHub, which allows for on-line payments to be directly uploaded into the City's accounting software without manual intervention. Furthermore, Illinois funds has recently notified the City that effective February 16, 2016, the City will begin to incur costs for providing E-Pay services, in the amount of $10 per month plus $0.10 per transaction.

With the implementation of the MyGovHub system in 2015, it is the recommendation of staff that these two E-pay accounts be closed in order to avoid unnecessary costs associated with a manual payment processing system.

Resolution No. 2016- _____

A RESOLUTION AUTHORIZING THE CLOSING OF THE UNITED CITY OF YORKVILLE'S ILLINOIS FUNDS E-PAY ACCOUNTS

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 approved by motion the participation in the Electronic Payment Services Program with the Illinois State Treasurer on November 9, 2004 with the creation of two Illinois Funds E-Pay accounts for utility billing and the Police Department; and,

Whereas, the Finance Director has recommended that the above accounts be closed.

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

Section 1: That the Finance Director is hereby authorized to close the City's existing two Illinois Funds E-Pay accounts for utility billing and the Police Department with the Illinois State Treasurer.

Section 2: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

_____

CITY CLERK

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

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

_____

MAYOR

Reviewed By:	
Legal	■
Finance	■
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

CA #3

Tracking Number

ADM 2016-08

Agenda Item Summary Memo

Title: Special Tax Refunding Bonds, Series 2016

Meeting and Date: City Council – February 9, 2016

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

Council Action Previously Taken:

Date of Action: CC – 01/26/16 Action Taken: Tabled to 2/9/16 CC 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: City Council
From: Rob Fredrickson, Finance Director
Date: February 3, 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 of approximately $5.9M (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 draft of the parameters ordinance (i.e. bond ordinance) has been attached (Exhibit B) for your review. Assuming passage of the ordinance at the February 9th 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 Principal	2015A Interest	2015A Debt Service	Fees Trustee	Fees Admin	Total Debt Service	Special Tax 2005-108	Special Tax 2005-109	Total Special Tax	D/S Coverage
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				
								2005-108		2005-109		
	Principal	Interest	Debt Service	Principal	Interest	Debt Service		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.

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Exhibit B

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 9th day of February, 2016

Published in pamphlet form by authority of the City Council of the United City of Yorkville, Kendall County, Illinois this 9th day of February, 2016.

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 $34,000,000 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 $34,000,000 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 Administrative Services 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 $34,000,000, 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"):

Year of Levy	For SSA 2005-108 An Amount Sufficient to Produce the Sum of:	For SSA 2005-109 An Amount Sufficient to Produce the Sum of:
2016	$1,053,288	$1,551,666
2017	$1,068,966	$1,574,850
2018	$1,085,126	$1,598,526
2019	$1,101,286	$1,622,482
2020	$1,117,786	$1,646,645
2021	$1,134,428	$1,671,373
2022	$1,151,410	$1,696,308
2023	$1,168,534	$1,721,808
2024	$1,185,998	$1,747,515
2025	$1,203,944	$1,773,709
2026	$1,221,890	$1,800,188
2027	$1,240,318	$1,827,154
2028	$1,258,746	$1,854,612
2029	$1,277,656	$1,882,350
2030	$1,296,906	$1,910,580
2031	$1,316,298	$1,939,297
2032	$1,336,030	$1,968,579
2033	$1,356,244	$1,998,068
2034	$1,376,600	$2,028,329

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 or a majority of the Bondholders 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 the levy years as 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 _____, 2016.

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.

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.

[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.

EXHIBIT B

TRUST INDENTURE

between

UNITED CITY OF YORKVILLE, ILLINOIS

and

AMALGAMATED BANK OF CHICAGO
as Trustee

Dated as of February 1, 2016

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

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TRUST INDENTURE

THIS TRUST INDENTURE (the "Indenture") is made and entered into as of February 1, 2016, by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois (the "City"), and Amalgamated Bank of Chicago, Chicago, Illinois, a state banking corporation, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, by Ordinance No. 2006-25 adopted at a meeting held on March 28, 2006, the City has established the "United City of Yorkville Special Service Area Number 2005-108" as further described in Exhibit A-1 to this Indenture (the "Special Service Area Number 2005-108"); and

WHEREAS, by Ordinance No. 2006-17 adopted at a meeting held on March 14, 2006, the City has established the "United City of Yorkville Special Service Area Number 2005-109" as further described in Exhibit A-2 to this Indenture (the "Special Service Area Number 2005-109"); and

WHEREAS, pursuant to Ordinance No. 2006-26 adopted at a meeting commenced and finally adjourned on March 28, 2006 and pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.* (the "Special Service Area Act") it was determined in the best interests of the City to issue $14,980,000 principal amount of the United City of Yorkville Special Service Area Number 2005-108, Special Tax Bonds, Series 2006 (Autumn Creek Project) (the "Autumn Creek Bonds") for the purpose of providing a portion of the funds needed for costs of the Special Services (as defined below) within Special Service Area Number 2005-108; and

WHEREAS, pursuant to Ordinance No. 2006-18 adopted at a meeting held on March 14, 2006 and pursuant to the Special Service Area Act it was determined in the best interests of the City to issue $19,000,000 principal amount of the United City of Yorkville Special Service Area Number 2005-109, Special Tax Bonds, Series 2006 (Bristol Bay I Project) (the "Bristol Bay Bonds" and together with the Autumn Creek Bonds, the "Series 2006 Bonds") for the purpose of providing a portion of the funds needed for costs of the Special Services within Special Service Area Number 2005-109; and

WHEREAS, pursuant to Ordinance No. _____ adopted at a meeting held on February 9, 2016, and a Bond Order executed pursuant thereto (the "Bond Ordinance") and pursuant to the Special Service Area Act it was determined in the best interests of the City to issue Not to Exceed $34,000,000 principal amount of the United City of Yorkville Special Service Area Numbers 2005-108 and 2005-109, Special Tax Refunding Bonds, Series 2016 (the "Series 2016 Bonds") for the purpose of refunding the Series 2006 Bonds; and

WHEREAS, the Bond Ordinance authorized the Mayor and City Clerk to establish certain specific terms of the Series 2016 Bonds by executing and delivering a Bond Purchase Agreement with the Purchaser (defined below); and

WHEREAS, pursuant to the terms so established the City will issue $_____ principal amount of Series 2016 Bonds upon the terms specified in this Indenture; and

WHEREAS, it is in the public interest and for the benefit of the City, Special Service Area Number 2005-108 and Special Service Area Number 2005-109 (collectively, the "Special Service Areas") and the owners of the Series 2016 Bonds that the City enter into this Indenture to provide for the issuance of the Series 2016 Bonds, the disbursement of proceeds of the Series 2016 Bonds, the deposit of the Special Taxes levied pursuant to the Bond Ordinance securing the Series 2016 Bonds, and the administration and payment of the Series 2016 Bonds; and

WHEREAS, all things necessary to cause the Series 2016 Bonds, when executed by the City and issued as provided in the Special Service Area Act, the Local Government Debt Reform Act (as defined below), the Bond Ordinance and this Indenture, to be legal, valid and binding and special obligations of the City in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Indenture and the creation, authorization, execution and issuance of the Series 2016 Bonds, subject to the terms of this Indenture, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

That the City in consideration of the premises, the acceptance by the Trustee of the trusts created hereby and the purchase and acceptance of the Series 2016 Bonds by the owners thereof, and of the sum of one hundred dollars, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2016 Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Series 2016 Bonds, does hereby pledge and assign, and grant a security interest in, the following to the Trustee, and its successors in trust and assigns forever, to secure the performance of the obligations of the City hereinafter set forth;

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to the Special Taxes (defined below) and any monies held under this Indenture by the Trustee, including the proceeds of the Series 2016 Bonds and the interest, profits and other income derived from the investment thereof other than amounts held by the Trustee in the Administrative Expense Fund, the Special Reserve Fund and the Rebate Fund;

GRANTING CLAUSE SECOND

All funds, monies, property and security and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Series 2016 Bonds by the City or by anyone on its behalf or with its written

consent including without limitation the Bond Insurance Policy and the proceeds paid thereunder, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD, all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2016 Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2016 Bonds over any of the other Series 2016 Bonds (except as otherwise provided herein);

PROVIDED, HOWEVER, that if the City, its successors or assigns, shall pay, or cause to be paid, the principal of, premium, if any, and interest on the Series 2016 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2016 Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Series 2016 Bonds as required under this Indenture, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon and shall cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid all sums of money due or to become due in accordance with the terms and provisions hereof, then upon the final payment thereof, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Series 2016 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, and amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the Series 2016 Bonds as follows:

ARTICLE 1

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.1 Authority for this Indenture. This Indenture is entered into pursuant to the powers of the City pursuant to Part 6 of Section 7 of Article VII of the 1970 Constitution of the State of Illinois and pursuant to the respective provisions of the Special Service Area Act, the Local Government Debt Reform Act and the Bond Ordinance.

Section 1.2 Agreement for Benefit of Owners of the Series 2016 Bonds. The provisions, covenants and agreements to be performed by or on behalf of the City under this Indenture shall be for the equal benefit, protection and security of the Bondholders except as otherwise expressly provided herein. All of the Series 2016 Bonds, without regard to the time or

times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Series 2016 Bonds over any other of the Series 2016 Bonds, except as expressly provided in or permitted by this Indenture. The Trustee may become the owner of any of the Series 2016 Bonds in its own or any other capacity with the same rights it would have if it were not the Trustee.

Section 1.3 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.3 shall, for all purposes of the Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document mentioned in this Indenture, have the meanings specified below. All references in this Indenture to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision of this Indenture.

"Administrative Expenses" means the following actual or reasonably estimated costs permitted in accordance with the Special Service Area Act and directly related to the administration of the Special Service Areas and the Series 2016 Bonds as determined by the City or the Consultant on its behalf: the costs of computing the Special Taxes and of preparing the annual Special Tax collection schedules and the amended Special Tax Rolls; the costs of collecting the Special Taxes (whether by the City, the County or otherwise), the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee and any fiscal agent (including its legal counsel) in the discharge of the duties required of it under this Indenture or any trustee or fiscal agent agreement; the costs of applying for and maintaining ratings from any nationally recognized rating agency; the fees and expenses of any Bond Insurer required to be paid by the City pursuant to the provisions of this Indenture; the costs of the Rebate Consultant; the costs of the City or its designee in complying with disclosure requirements of applicable federal and state securities laws and of the Special Service Area Act, including, but not limited to, public inquiries regarding the Special Taxes, any termination payments owed by the City in connection with any guaranteed investment contract, forward purchase agreement or other investment of funds held under this Indenture; the costs associated with the release of funds from any escrow account or fund held under this Indenture; and amounts advanced by the City for any other administrative purposes of the Special Service Areas, including the costs of computing Special Tax prepayment amounts, recordings related to the prepayment, discharge or satisfaction of Special Tax; the costs of commencing foreclosure and pursuing collection of delinquent Special Tax; the administrative costs associated with upgrading the software utilized by Kendall County needed to levy the Special Taxes and the reasonable fees of legal counsel of the City or the Trustee incurred in connection with any of the foregoing.

"Administrative Expense Fund" means the fund by that name established pursuant to Section 6.4 of this Indenture.

"Administrative Services Agreement" means the Agreement for Administrative Services entered into as of the date hereof between the City and the Consultant.

"Authorized Denomination" means denominations of $5,000 and integral multiples of $1,000 in excess thereof.

"Authorized Officer" means the Mayor or the City Clerk or any other officer designated as such pursuant to a certificate of the Mayor delivered to the Trustee.

"Beneficial Owner" means, when the Series 2016 Bonds are in a book-entry system, any person who acquires a beneficial ownership interest in a Series 2016 Bond held by DTC.

"Bond and Interest Fund" means the fund by that name established pursuant to Section 6.1 of this Indenture.

"Bond Insurance Policy" means the municipal bond insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2016 Bonds when due.

"Bond Insurer" means _____, a _____ company, or any successor thereto or assignee thereof.

"Bond Registrar" means Amalgamated Bank of Chicago and its successors or assigns.

"Bondholder," "Holder" or "Owner" means the person in whose name such Series 2016 Bond is registered in the bond register maintained by the Bond Registrar.

"Business Day" means a day on which banks in Chicago, Illinois, and New York, New York are open to transact business.

"City" means the United City of Yorkville, Kendall County, Illinois.

"Code" means the Internal Revenue Code of 1986, as amended.

"Consultant" means David Taussig & Associates, Inc., and its successors and assigns or any other firm selected by the City to assist it in administering the Special Service Areas and the extension and collection of Special Taxes pursuant to the Special Tax Rolls and Reports.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the City and the Dissemination Agent named therein.

"Corporate Authorities" means the Mayor and City Council of the City.

"Costs of Issuance Account" means the account by that name established pursuant to Section 6.4 of this Indenture.

"County" means Kendall County, Illinois.

"Defeasance Securities" means any bond or other obligations which, as to both principal and interest, constitute direct obligations of, or the timely payment of which are unconditionally guaranteed by, the United States of America, and any certificates or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this definition.

"Depository Participant" shall have the meaning given that term in Section 2.10 of this Indenture.

"Disbursement Request" means a request from the City signed by an Authorized Officer requesting a disbursement of amounts held in the Cost of Issuance Account in the form attached hereto as Exhibit D.

"DTC" means The Depository Trust Company, New York, New York.

"Establishing Ordinances" means Ordinance No. 2006-25 adopted on March 28, 2006 by the City Council for Special Service Area Number 2005-108 and Ordinance No. 2006-17 adopted on March 14, 2006 by the City Council for Special Service Area Number 2005-109.

"Event of Default" shall have the meaning given that term in Section 8.1 of this Indenture.

"Foreclosure Proceeds" means the proceeds of any redemption or sale of property in the Special Service Areas sold as the result of a foreclosure action of the lien of the Special Taxes.

"Government Securities" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities and obligations, the prompt payment of principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America.

"Indenture" means this Trust Indenture dated as of February 1, 2016 between the City and the Trustee, as amended and supplemented from time to time.

"Indirect Participant" shall have the meaning given that term in Section 2.10 of this Indenture.

"Interest Payment Date" means March 1 and September 1 of each year commencing on September 1, 2016.

"Letter of Representations" means the Blanket Issuer Letter of Representations dated August 29, 2002 from the City to DTC, as amended from time to time.

"Local Government Debt Reform Act" means the Local Government Debt Reform Act, 30 ILCS §350/1 *et seq.*, as amended.

"Maximum Parcel Special Tax" shall have the meaning given that term in the Special Tax Rolls and Reports.

"Official Statement" means the Official Statement dated _____, 2016 relating to the Bonds.

"Parcel" shall have the meaning given that term in the Special Tax Rolls and Reports.

"Prior Bonds" means the Series 2006 Bonds.

"Purchase Contract" means the Bond Purchase Agreement dated January __, 2016 between the Purchaser and the City.

"Purchaser" means William Blair & Company, L.L.C.

"Qualified Investments" means, to the extent permitted by then applicable Illinois law, the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(b) bonds, notes, debentures, or other similar obligations of the United States of America or its agencies, including (i) federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 *et seq.*,); (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress;

(c) interest bearing certificates of deposit, interest bearing savings account, interest bearing time deposits, or other investments constituting direct obligations of any bank as defined by the Illinois Banking Act which are insured by the Federal Deposit Insurance Corporation;

(d) money market mutual funds registered under the Investment Company Act of 1940 as amended invested solely in obligations listed in paragraph (a) and (b) above including any mutual fund from which the Trustee or any of its affiliates may receive compensation;

together with such other investments as shall from time to time be lawful for the investment of City funds and shall be approved by the holders of not less than fifty-one percent (51%) of aggregate principal amount of Series 2016 Bonds outstanding.

"Rebate Consultant" means an entity selected by the City expert in the calculation of rebate amounts pursuant to Section 148 of the Internal Revenue Code of 1986, as amended. If at any time the Rebate Consultant resigns or is removed, and the City shall not have appointed a successor within 30 days, the Rebate Consultant shall be an entity selected by the Trustee.

"Rebate Fund" means the fund by that name established pursuant to Section 6.5 of this Indenture.

"Rebate Requirement" shall have the meaning given that term in Section 7.1(b) of this Indenture.

"Record Date" means the fifteenth day of the month preceding an Interest Payment Date.

"Reserve Fund" means the fund by that name created pursuant to Section 6.2 of this Indenture.

"Reserve Fund Credit" shall have the meaning given that term in Section A of Exhibit B to the Special Tax Rolls and Reports.

"Reserve Requirement" means an amount equal to $_____ as adjusted for prepayments as set forth in Section 6.1 of this Indenture.

"Series 2016 Bonds" means the City's Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 in the aggregate principal amount of $_____.

"Special Redemption Account" means the account by that name established pursuant to Section 6.1 of this Indenture.

"Special Reserve Fund" means the fund by that name created pursuant to Section 6.3 of this Indenture.

"Special Reserve Fund Credit" means, with respect to each Parcel, the difference between (A) the amount of the prepayment of the Special Taxes for such Parcel made in accordance with the Special Tax Rolls and Reports and (B) the amount of prepayment of the Special Taxes for such Parcel made in accordance with the Special Tax Rolls and Reports if the Prior Bonds remained outstanding and the Series 2016 Bonds were not issued, as determined by the Consultant.

"Special Reserve Fund Requirement" means an amount equal to $_____ to fund Special Reserve Fund Credits for possible prepayments.

"Special Service Areas" means United City of Yorkville Special Service Area Number 2005-108 and the United City of Yorkville Special Service Area Number 2005-109, described more fully in Exhibit A-1 and Exhibit A-2 to this Indenture.

"Special Service Area Act" means the Special Service Area Tax Law, 35 ILCS §200/27-5 *et seq.*, as amended.

"Special Services" means the improvements benefiting the Special Service Areas consisting of 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, bicycle paths and related street improvements, park 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.

"Special Tax Requirement" means the aggregate "Special Tax Requirement" as defined in Section II of the Special Tax Rolls and Reports, provided that credit may be given for any amounts on deposit in the Funds and Accounts created by this Indenture and available to pay the Special Tax Requirement.

"Special Tax Rolls" means the special tax rolls for the payment of the Series 2016 Bonds established and amended from time to time pursuant to the Special Tax Rolls and Reports.

"Special Tax Rolls and Reports" means the United City of Yorkville Special Service Area Number 2005-108 Special Tax Roll and Report dated February 7, 2006 and the United City of Yorkville Special Service Area Number 2005-109 Special Tax Roll and Report dated March 14, 2006, including all exhibits attached thereto, prepared by the Consultant.

"Special Taxes" means the taxes levied by the City on all taxable real property within the Special Service Areas pursuant to the Special Tax Rolls and this Indenture.

"Supplemental Indenture" means an indenture adopted by the Corporate Authorities of the City as provided in Article 10 hereof which amends or supplements this Indenture.

"Tax Agreement" or "Tax Agreements" means the Tax Compliance Agreement of the City dated the date of issuance and delivery of the Series 2016 Bonds, as amended from time to time.

"Trustee" means Amalgamated Bank of Chicago, Chicago, Illinois and its successors and assigns.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses of this Indenture.

ARTICLE 2
BOND DETAILS

Section 2.1 Purpose of Issuance; Amount of Series 2016 Bonds. The sum of $_____ shall be borrowed by the City pursuant to the Special Service Area Act and the Local Government Debt Reform Act for the purpose of paying a portion of the costs of refunding the Prior Bonds, including the costs of the City in connection with the issuance of the Series 2016 Bonds, deposits to the Reserve Fund, the Special Reserve Fund and the Administrative Expense Fund. In evidence of such borrowing, Series 2016 Bonds in the aggregate principal amount of $_____ shall be issued as provided in this Indenture. The total principal amount of Bonds that may be issued pursuant to this Indenture is $_____.

Section 2.2 Form; Denominations; Numbers. The Series 2016 Bonds shall be issued only in fully registered form without coupons and in the denominations of $5,000 and integral multiples of $1,000 in excess of that sum.

Section 2.3 Date of Bonds: CUSIP Identification Numbers. The Series 2016 Bonds shall be dated as of the date of delivery of the Series 2016 Bonds to the Purchaser upon original issuance. CUSIP identification numbers shall be imprinted on the Series 2016 Bonds, provided that any failure on the part of the City or the Trustee to use such CUSIP numbers in any notice to any Bondholders shall not constitute an event of default or any violation of the City's contract with such Bondholders and shall not impair the effectiveness of such notice.

Section 2.4 Maturity; Interest Rate. The Series 2016 Bonds shall mature and become payable on the date and in the amount and shall bear interest at the rate set forth below:

(March 1) Year	Amount	Interest Rate
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2029		
2034		
2035		
2036		

Section 2.5 Interest. The Series 2016 Bonds shall bear interest at the rates set forth in Section 2.4 payable on the Interest Payment Dates in each year with the first Interest Payment Date being September 1, 2016. Interest on the Series 2016 Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Series 2016 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Series 2016 Bond unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if at the time of authentication of a Series 2016 Bond, interest is in default on such Series 2016 Bond, such Series 2016 Bond shall bear interest from the Interest Payment Date to which interest had previously been paid or made available for payment on such Series 2016 Bond.

Section 2.6 Form of Series 2016 Bonds; Execution; Authentication. The Series 2016 Bonds shall be in substantially the form set forth in Exhibit B to this Indenture. Each Series 2016 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 Series 2016 Bonds. Each Series 2016 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 Series 2016 Bonds shall cease to be such officer before authentication and delivery of any of

the Series 2016 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 Series 2016 Bond shall be valid for any purpose unless and until a certificate of authentication on that Series 2016 Bond substantially in the form set forth in the bond form in Exhibit B to this Indenture shall have been duly executed by the Trustee appointed by this Indenture as authenticating agent of the City. Execution of that certificate upon any Series 2016 Bond shall be conclusive evidence that the Series 2016 Bond has been authenticated and delivered under this Indenture.

Section 2.7 Payment of the Series 2016 Bonds. The Series 2016 Bonds shall be payable in lawful money of the United States at the office of the Trustee. The principal of each Series 2016 Bond shall be payable at maturity upon presentment of the Series 2016 Bond at the office of the Trustee. Interest on each Series 2016 Bond shall be payable on each Interest Payment Date by check or draft of the Trustee mailed to the person in whose name that Series 2016 Bond is registered on the books of the Bond Registrar at the close of business on the Record Date. During such time as the Series 2016 Bonds are registered so as to participate in a securities depository system with DTC, principal of and interest and redemption premium on each Series 2016 Bond shall be payable by wire transfer pursuant to instructions from DTC.

Section 2.8 Appointment of Trustee. Amalgamated Bank of Chicago, Chicago, Illinois, is appointed Trustee and Bond Registrar for the Series 2016 Bonds.

Section 2.9 Registration of Series 2016 Bonds; Persons Treated as Owners. The Series 2016 Bonds shall be negotiable, subject to the following provisions for registration and registration of transfer. The City shall maintain books for the registration of the Series 2016 Bonds at the office of the Bond Registrar. Each Series 2016 Bond shall be fully registered on those books in the name of its owner, as to both principal and interest. Transfer of each Series 2016 Bond shall be registered only on those books upon surrender of that Series 2016 Bond to the Bond Registrar by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of a Series 2016 Bond for registration of transfer, the City shall execute, the Trustee shall authenticate, and the Bond Registrar shall deliver, in the name of the transferee, one or more new Series 2016 Bonds of the same aggregate principal amount and of the same maturity as the Series 2016 Bond surrendered.

Series 2016 Bonds may be exchanged, at the option of the registered owner, for an equal aggregate principal amount of Series 2016 Bonds of the same maturity of any other Authorized Denominations, upon surrender of those Series 2016 Bonds at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney.

In all cases in which the privilege of exchanging or transferring Series 2016 Bonds is exercised, the City shall execute, the Trustee shall authenticate, and the Bond Registrar shall deliver, Series 2016 Bonds in accordance with the provisions of this Indenture. All Series 2016

Bonds surrendered in any exchange or transfer shall be canceled immediately by the Bond Registrar.

For every exchange or registration of transfer of Series 2016 Bonds, the City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the City, required to be paid with respect to that exchange or registration of transfer, and payment of that charge by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the City or the Bond Registrar as a condition precedent to exchange or registration of transfer of any Series 2016 Bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Series 2016 Bond following the close of business on the 15th day of the month preceding any Interest Payment Date on such Series 2016 Bond, nor to transfer or exchange any Series 2016 Bond after notice calling such Series 2016 Bond for redemption has been mailed, nor during a period of 15 days next preceding mailing of a notice of redemption of any Series 2016 Bonds.

The City, the Trustee and the Bond Registrar may treat the registered owner of any Series 2016 Bond as its absolute owner, whether or not that Series 2016 Bond is overdue, for the purpose of receiving payment of the principal of or interest on that Series 2016 Bond and for all other purposes, and neither the City, the Bond Registrar nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on each Series 2016 Bond shall be made only to its registered owner, and all such payments shall be valid and effective to satisfy the obligation of the City on that Series 2016 Bond to the extent of the amount paid.

Section 2.10 Global Form; Securities Depository. It is intended that the Series 2016 Bonds be registered so as to participate in a securities depository system with DTC, as set forth herein. The Series 2016 Bonds shall be initially issued in the form of a single fully registered Series 2016 Bond for each of the maturities as established in Section 2.4 of this Indenture. Upon initial issuance, the ownership of the Series 2016 Bonds shall be registered in the name of Cede & Co., or any successor thereto, as nominee for DTC. The City and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the securities depository system of DTC, including the Letter of Representations. With respect to Series 2016 Bonds registered in the name of Cede & Co., as nominee of DTC, the City, the Bond Registrar and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Series 2016 Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2016 Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the City, the Bond Registrar and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Series 2016 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Series 2016 Bond, of any notice with respect to the Series 2016 Bonds, including any notice of redemption or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Series 2016 Bond, of any amount with respect to principal of,

premium, if any, or interest on, the Series 2016 Bonds. While in the securities depository system of DTC, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Series 2016 Bond certificate with respect to any Series 2016 Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Series 2016 Bonds at the close of business on the record date applicable to any interest payment date, the name "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

In the event that (a) the Trustee determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the Letter of Representations shall be terminated for any reason or (c) the City determines that it is in the best interests of the Beneficial Owners of the Series 2016 Bonds that they be able to obtain certificated Series 2016 Bonds, the City shall notify DTC of the availability through DTC of Series 2016 Bond certificates and the Series 2016 Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Series 2016 Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City or such depository's agent or designee, and if the City does not select such alternate securities depository system then the Series 2016 Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Series 2016 Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provisions of this Indenture to the contrary, so long as any Series 2016 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2016 Bonds and all notices with respect to the Series 2016 Bonds shall be made and given, respectively, in the manner provided in the Letter of Representations.

Section 2.11 Additional Bonds. Only the Series 2016 Bonds will be issued under this Indenture. No additional bonds will be issued that are secured by a pledge of the Special Taxes other than bonds or other obligations issued for the purpose of refunding all or a portion of the Series 2016 Bonds.

ARTICLE 3
REDEMPTION OF SERIES 2016 BONDS

Section 3.1 Mandatory Sinking Fund Redemption. The Series 2016 Bonds maturing on March 1, 2031 and March 1, 2036 are subject to mandatory redemption by operation of the provisions of this Section 3.1 and Section 3.5 from amounts on deposit in the Bond and Interest Fund, in part and randomly, at the Redemption Price equal to the principal amount thereof to be redeemed, without Bond Premium, on March 1 of the years and in the amounts as follows:

2031 Term Bonds

Redemption Date March 1	Principal Amount
2029	$
2030	
2031 (maturity)	

2034 Term Bonds

Redemption Date March 1	Principal Amount
2032	$
2033	
2034	
2035	
2036 (maturity)	

The City covenants that it will redeem the Series 2016 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2016 Bonds to the extent amounts are on deposit in the Bond and Interest Fund. Proper provision for mandatory redemption having been made, the City covenants that the Series 2016 Bonds so selected for redemption shall be payable upon redemption and taxes have been levied and will be collected as provided herein and in the Bond Ordinance for such purposes.

Section 3.2 Optional Redemption. The Series 2016 Bonds are subject to optional redemption prior to maturity at the option of the City, in whole or in part, on any date on or after March 1, 2026, at a redemption price of par plus accrued and unpaid interest to the date of redemption.

Any optional redemption of Series 2016 Bonds in part shall be applied, to the extent possible, to reduce pro rata the amount of Series 2016 Bonds maturing or required to be redeemed by mandatory sinking fund redemption pursuant to Section 3.1 of this Indenture, and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of Series 2016 Bonds.

Section 3.3 Mandatory Redemption upon Condemnation and Change in Density.

(a) The Series 2016 Bonds, are subject to mandatory redemption on any Interest Payment Date, in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the City in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the City within the Special Service Areas and allocable to the Series 2016

Bonds as determined by the Consultant and which proceeds are not used by the City to rebuild the Special Services.

(b) The Series 2016 Bonds are subject to mandatory redemption on any Interest Payment Date, in whole or in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the event the Consultant notifies the Trustee of a mandatory prepayment of the Special Taxes upon a reduction in the Maximum Parcel Special Taxes as a result of a reduction in the number of single family, condominium or townhome dwelling units within the Special Service Areas as set forth in the final plat or plats of subdivision approved by the City or any other event that reduces the total of the Maximum Parcel Special Tax as described in, and in the amounts set forth in, Section VI G of the Special Tax Rolls and Reports and Exhibit B thereto.

Any mandatory redemption of the Series 2016 Bonds pursuant to this Section 3.3 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2016 Bonds maturing or required to be redeemed by mandatory sinking fund redemption pursuant to Section 3.1 of this Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2016 Bonds.

Section 3.4 Special Mandatory Redemption from Optional Prepayment of Special Tax. The Series 2016 Bonds are also subject to mandatory redemption on any March 1, June 1, September 1, or December 1, in part, from optional prepayments of the Special Taxes from amounts available for disbursement from the Special Redemption Account pursuant to Section 6.1(d) and from amounts transferred from the Reserve Fund and Special Reserve Fund to the Special Redemption Account pursuant to Section 6.1(d), at a redemption price (expressed as a percentage of the principal amount of the Series 2016 Bonds to be redeemed), as set forth below, together with accrued interest on such Series 2016 Bonds to the date fixed for redemption:

Redemption Dates	Redemption Prices
On or prior to February 28, 2025	102%
March 1, 2025 through February 28, 2026	101
March 1, 2026 and thereafter	100

Any special mandatory redemption of the Series 2016 Bonds pursuant to this Section 3.4 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2016 Bonds maturing or required to be redeemed by mandatory sinking fund redemption pursuant to Section 3.1 of the Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of Series 2016 Bonds.

Section 3.5 Redemption Provisions; Notice of Redemption. If less than all the Series 2016 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar appointed in this Indenture shall assign to each Series 2016 Bond of the maturity to be redeemed a distinctive number for each $1,000 of principal amount of that Series 2016 Bond. The Bond Registrar shall then select by lot from the numbers so assigned, using such method as it shall

deem proper in its discretion, as many numbers as, at $1,000 per number, shall equal the principal amount of Series 2016 Bonds of that maturity to be redeemed; provided that following any redemption, no Series 2016 Bond shall be outstanding in an amount less than the minimum Authorized Denomination except (a) as necessary to effect the mandatory sinking fund redemption of Series 2016 Bonds as provided in Section 3.1 hereof or (b) to effect a special mandatory redemption from optional prepayments when the total aggregate principal amount of Bonds outstanding is $100,000 or less.

Notice of the redemption of any Series 2016 Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Series 2016 Bond or portion of a Series 2016 Bond called for redemption not less than 30 or more than 60 days before any date established for redemption of Series 2016 Bonds, by the Bond Registrar, on behalf of the City, by first class mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of Series 2016 Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Series 2016 Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Series 2016 Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Series 2016 Bond shall be a condition precedent to the redemption of that Series 2016 Bond, provided that any notice which is mailed in accordance with this Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to mail notice to the owner of any Series 2016 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2016 Bond for which notice was properly given.

With respect to an optional redemption of any Series 2016 Bonds, unless moneys sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2016 Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Series 2016 Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Series 2016 Bonds will not be redeemed.

Section 3.6 Purchase in Lieu of Redemption. In lieu of redemption as provided in this Article 3, moneys in the Bond and Interest Fund may be used and withdrawn by the City, subject to the prior written consent of the Bond Insurer, for the purchase of outstanding Series 2016 Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the City may provide, but in no event may Series 2016 Bonds be purchased at a price in excess of the principal amount of such Series 2016 Bonds, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Series 2016 Bonds were to be redeemed in accordance with this Indenture.

ARTICLE 4
APPLICATION OF PROCEEDS

Section 4.1 Application of Proceeds. The proceeds of the sale of the Series 2016 Bonds in the amount of $_____, which is net of underwriter's discount in the amount of $_____ plus original issue premium in the amount of $_____, shall be applied as follows immediately upon receipt of the purchase price:

1. The amount of $_____ shall be transferred to The Bank of New York Mellon Trust Company, N.A., as trustee for the Autumn Creek Bonds, to be deposited into the Bond and Interest Fund for such bonds and used to currently refund the Outstanding Autumn Creek Bonds at a Redemption Price equal to 102% of the principal amount of bonds to be redeemed, plus all accrued interest thereon to the March 1, 2016 redemption date.

2. The amount of $_____ shall be transferred to The Bank of New York Mellon Trust Company, N.A., as trustee for the Bristol Bay Bonds, to be deposited into the Bond and Interest Fund for such bonds and used to currently refund the Outstanding Bristol Bay Bonds at a Redemption Price equal to 102% of the principal amount of bonds to be redeemed, plus all accrued interest thereon to the March 1, 2016 redemption date.

3. The amount of $_____ shall be deposited in the Special Reserve Fund.

4. The amount of $_____ shall be deposited in the Reserve Fund.

5. The amount of $_____ shall be deposited in the Costs of Issuance Account of the Administrative Expense Fund.

6. The amount of $_____ shall be paid to the Bond Insurer, for the premium owed for the Bond Insurance Policy.

7. The amount of $_____ shall be deposited into the Administrative Expense Fund to be used to pay Administrative Expenses prior to September 1, 2016.

All amounts received upon the sale of the Series 2016 Bonds, together with all interest and other investment earnings on those amounts, are appropriated and set aside for the purposes for which the Series 2016 Bonds are being issued as set forth in this Indenture.

ARTICLE 5
SECURITY FOR THE SERIES 2016 BONDS

Section 5.1 Limited Obligations. The Series 2016 Bonds shall constitute limited obligations of the City, payable from the Special Taxes and other moneys deposited in the Funds and Accounts established pursuant to Article 6 other than the Administrative Expense Fund and the Rebate Fund. The Series 2016 Bonds shall not constitute 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 Series 2016 Bonds.

Section 5.2 Levy of Special Tax. Pursuant to the Bond Ordinance there has been levied a Special Tax upon all taxable real property within the Special Service Areas subject to the Special Taxes sufficient to pay and discharge the principal of the Series 2016 Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the Series 2016 Bonds for each year at the interest rates set forth in Section 2.4 of this Indenture and to pay estimated Administrative Expenses of the City for each year and to replenish the Reserve Fund to an amount equal to the Reserve Requirement.

(a) The City Clerk has been directed to file a certified copy of the Bond Ordinance, and an accurate map of the Special Service Areas, with the County Clerk of Kendall. The Special Taxes shall be computed, extended and collected in accordance with the Special Tax Rolls and Reports and the Special Tax Rolls, and divided among the taxable real property within the Special Service Areas in accordance with the terms of the Establishing Ordinances and the Special Tax Rolls 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 to calculate the Special Tax Requirement; to amend the Special Tax Rolls pursuant to Section VI E of the Special Tax Rolls and Reports and provide the County tax collector with the amended Special Tax Rolls; to adopt an ordinance approving the amount of the current calendar year's Special Tax Requirement and abating the Special Taxes levied pursuant to the Bond Ordinance to the extent the taxes levied pursuant to the Bond Ordinance exceed the Special Tax Requirement as calculated by the City pursuant to the Establishing Ordinance and the Special Tax Rolls and Reports. 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 the Bond Ordinance, including enforcement of such taxes by providing the County with such information as is deemed necessary to enable the County to include any property subject to a delinquent Special Tax in the County Collector's annual tax sale and as further provided in Section 7.2(c) hereof; provided, however, that the obligation to institute any proceeding or take any action shall only arise in the event the City makes the determination that the proceeds from such proceeding or action have a commercially reasonable expectation of exceeding the costs thereof.

The City covenants that to the extent necessary to enforce a prepayment it will adopt a supplemental levy ordinance in the event of a mandatory prepayment of the Special Taxes pursuant to Section VI G of the Special Tax Rolls and Reports caused by a reduction in the expected number of single family, condominium or townhome dwelling units as set forth in the final plats of subdivision approved by the City, to the extent that the mandatory prepayment amount calculated pursuant to the terms of Exhibit B to the Special Tax Rolls and Reports exceeds the Special Taxes levied for the year in which the prepayment is due pursuant to the Bond Ordinance.

(b) Upon receipt by the Trustee of any prepayment of Special Tax in an amount calculated by the Consultant as being required pursuant to the Special Tax Rolls and

Reports to satisfy the lien on a Parcel within the Special Service Areas, the City and the Trustee shall execute a Satisfaction of Tax Lien substantially in the form of Exhibit C hereto, appropriately completed and the Trustee shall deliver the Satisfaction of Tax Lien to the City for filing with the Recorder of Deeds of Kendall County, Illinois. The City shall deliver a copy of each such Satisfaction of Tax Lien to the property owner of record and a copy of the recorded Satisfaction of Tax Lien to the Trustee.

ARTICLE 6
FUNDS AND ACCOUNTS

Section 6.1 Bond and Interest Fund.

(a) There is hereby created and established with the Trustee a separate and special fund of the City established exclusively for paying principal of, interest on and redemption premium on the Series 2016 Bonds and which shall be designated as the "Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds Bond and Interest Fund" (the "Bond and Interest Fund"). Upon receipt by the Trustee, the Special Taxes and the Foreclosure Proceeds, including any interest and penalties collected in connection with such Special Tax or Foreclosure Proceeds shall be placed in the Bond and Interest Fund. The City may provide for the County to transmit directly to the Trustee for deposit to the Bond and Interest Fund any Special Tax collected by the County. In addition, proceeds received by the City in connection with a condemnation of any of the Special Services or any other property owned by or dedicated to the City within the Special Service Areas and allocable to the Series 2016 Bonds as determined by the Consultant which is not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund. Moneys deposited in the Bond and Interest Fund and investments of the Bond and Interest Fund shall never be commingled with or loaned to any other funds of the City. All interest and other investment earnings on the Bond and Interest Fund shall become, when received, a part of the Bond and Interest Fund. When the amount of condemnation proceeds deposited to the Bond and Interest Fund equals $1,000 or more, such amount shall be used to redeem Series 2016 Bonds pursuant to Section 3.3 of this Indenture on the next Interest Payment Date. Any amounts representing condemnation proceeds which remain on deposit in the Bond and Interest Fund for a continuous period of thirty (30) months and which will not be used to redeem the Series 2016 Bonds on the next Interest Payment Date in accordance with Section 3.3 and this section shall be used to pay debt service on the Series 2016 Bonds on the next Interest Payment Date.

(b) Amounts deposited in the Bond and Interest Fund are appropriated for and irrevocably pledged to, and shall be used solely for the purpose of, paying the principal of and interest and redemption premium on the Series 2016 Bonds, or for transfers to the Reserve Fund, the Special Reserve Fund or the Administrative Expense Fund as permitted by paragraph (c) of this Section 6.1 and by Section 6.2.

(c) At any time after September 1 but in no event later than December 1 of each year, the Trustee shall determine the amount needed to pay principal of and interest and redemption premium on the Series 2016 Bonds on the next succeeding Interest Payment Date. After the Trustee has determined that sufficient amounts are on deposit in the Bond and Interest Fund to pay principal of, interest on and redemption premium due on the Series 2016 Bonds on

the next succeeding Interest Payment Date, the Trustee shall notify the City and the Consultant of any excess amounts on deposit in the Bond and Interest Fund, and, at the written direction of the City, shall transfer an amount from the Bond and Interest Fund to the Administrative Expense Fund which the City after consultation with the Consultant has determined will be adequate, together with other amounts in the Administrative Expense Fund or reasonably expected to be transferred to or deposited in such Fund, to pay all Administrative Expenses during the succeeding calendar year. After making such transfer to the Administrative Expense Fund any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Reserve Fund to the extent necessary to replenish the Reserve Fund to the Reserve Requirement. After (i) making such transfer to the Administrative Expense Fund, and (ii) the Reserve Fund has amounts on deposit equal to the Reserve Requirement, any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Special Reserve Fund to the extent necessary to fund the Special Reserve Fund to the Special Reserve Fund Requirement. The total amount transferred from time to time to the Special Reserve Fund shall not exceed $_____ giving consideration to amounts that may have previously been transferred from the Special Reserve Fund. Thereafter any remaining excess shall be retained in the Bond and Interest Fund and applied to pay principal and interest coming due on the next succeeding Interest Payment Date.

(d) There is hereby created within the Bond and Interest Fund established with the Trustee a separate account designated the "Special Redemption Account." Amounts deposited in the Special Redemption Account shall be applied to the redemption of the Series 2016 Bonds pursuant to Section 3.3(b) or Section 3.4 of this Indenture. All prepayments of Special Tax made in accordance with the Special Tax Rolls and Reports shall be deposited in the Special Redemption Account. Moneys in the Special Redemption Account shall be used exclusively to redeem Series 2016 Bonds pursuant to Section 3.3(b) or Section 3.4 or to pay debt service on the Series 2016 Bonds pursuant to this Section 6.1. In the event of any optional prepayment of Special Tax pursuant to Section 3.4, prior to giving notice of the redemption of Series 2016 Bonds in accordance with Section 3.5 of this Indenture, the Trustee shall transfer from the Reserve Fund and the Special Reserve Fund to the Special Redemption Account an amount equal to the Reserve Fund Credit and the Special Reserve Fund Credit upon the direction of the Consultant in accordance with the Special Tax Rolls and Reports. When the amount on deposit in the Special Redemption Account equals or exceeds $1,000, such amount shall be used to redeem the Series 2016 Bonds on the next March 1, June 1, September 1 or December 1 in accordance with Section 3.3(b) or Section 3.4. On each such redemption date, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Series 2016 Bonds the amounts to redeem the Series 2016 Bonds pursuant to Section 3.3(b) or Section 3.4. Notwithstanding the foregoing, any amounts contained in the Special Redemption Account for a continuous period of thirty (30) months and which will not be used to redeem the Series 2016 Bonds on the next March 1, June 1, September 1 or December 1 in accordance with the immediately preceding sentence and Section 3.3(b) or Section 3.4 shall be used to pay debt service on the Series 2016 Bonds on the next Interest Payment Date. Any amounts contained in the Special Redemption Account on the final maturity date of the Series 2016 Bonds shall be used to pay outstanding debt service on the Series 2016 Bonds.

Section 6.2 Reserve Fund. There is hereby created and established with the Trustee a separate and special fund of the City which shall be designated as the "Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Reserve Fund" (the "Reserve

Fund"), which must be maintained in an amount equal to the Reserve Requirement. The Reserve Requirement shall be an amount equal to $_____ as adjusted for prepayments pursuant to Section 6.1(d). Amounts deposited in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond and Interest Fund to pay the principal of, including mandatory sinking fund payments, and interest and any premium on, all Series 2016 Bonds when due, in the event that moneys in the Bond and Interest Fund are insufficient therefor without further direction from the City or the Bond Insurer, (ii) making any transfers to the Bond and Interest Fund if the balance in the Reserve Fund and the Special Reserve Fund exceeds the amount required to redeem all Series 2016 Bonds then outstanding, or (iii) if the amount then on deposit in the Reserve Fund is at least equal to the Reserve Requirement, for transfer in accordance with the next paragraph.

On the Business Day prior to each Interest Payment Date, moneys in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the Trustee from the Reserve Fund to the Bond and Interest Fund to be used for the payment of principal of and interest and redemption premium on the Series 2016 Bonds on the next following Interest Payment Date.

Section 6.3 Special Reserve Fund. There is hereby created and established with the Trustee a separate and special fund of the City which shall be designated as the "Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Special Reserve Fund" (the "Special Reserve Fund"). Special Taxes shall be deposited in the Special Reserve Fund in accordance with Section 6.1 until the amounts on deposit in the Special Reserve Fund equal the Special Reserve Fund Requirement. The total amount to be deposited into the Special Reserve Fund shall not exceed $_____ giving consideration to the initial deposit and all amounts that may be transferred from the Bond and Interest Fund.

Amounts deposited in the Special Reserve Fund shall be used solely for the purpose of (i) making any transfers to the Bond and Interest Fund if the aggregate balance in the Special Reserve Fund and the Reserve Fund exceeds the amount required to redeem all Bonds then outstanding, (ii) for transfer to the Special Redemption Account in an amount equal to the Special Reserve Fund Credit in accordance with the Section 6.1(d), (iii) on March 1, 20__ for transfer to the Bond and Interest Fund as described below, (iv) at the direction of an Authorized Officer for transfer to the Bond and Interest Fund or any other fund established hereunder, or (v) at the direction of an Authorized Officer for any use permitted by the Special Service Area Act, provided an opinion of bond counsel is delivered to the Trustee to the effect that such use will not violate the Special Service Area Act or adversely affect the tax-exempt status of interest on the Series 2016 Bonds.

On March 1, 20__ (on which date the Special Reserve Fund Credit shall be zero), the Trustee shall without further direction, transfer any remaining amounts on deposit in the Special Reserve Fund to the Bond and Interest Fund to pay principal of and interest and redemption premium on the Series 2016 Bonds on the next succeeding Interest Payment Date.

Any amounts in the Special Reserve Fund that are used to pay principal of, or interest or premium on, the Series 2016 Bonds shall be treated as Special Taxes paid by the owners of the affected Parcels for purposes of the Special Tax Rolls and Reports.

Amounts on deposit in the Special Reserve Fund are not pledged to the payment of principal of or interest on the Bonds.

Section 6.4 Administrative Expense Fund. There is hereby created and established with the Trustee a separate and special fund of the City which shall be designated as the "Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Administrative Expense Fund" (the "Administrative Expense Fund"). Amounts in the Administrative Expense Fund shall be withdrawn by the Trustee and paid to the City or its order upon receipt by the Trustee of a written request from an Authorized Officer stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense.

There is hereby created within the Administrative Expense Fund established with the Trustee a separate account designated the "Costs of Issuance Account". Amounts deposited into the Cost of Issuance Account shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Series 2016 Bonds. Disbursement from the Costs of Issuance Account shall be made by the Trustee upon receipt of a Written Request from the City in the form of Exhibit D which shall (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Account, and payment instructions to the Trustee for the amount to be disbursed and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any previous request for disbursement.

Section 6.5 Rebate Fund. There is hereby created and established with the Trustee a separate and special fund of the City which shall be designated as the "Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Rebate Fund" (the "Rebate Fund"), into which there shall be deposited as necessary investment earnings in the Bond and Interest Fund, the Reserve Fund and the Special Reserve Fund to the extent required so as to maintain the tax-exempt status of interest on the Series 2016 Bonds all at the direction of the City. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Fund at the direction of the City.

Section 6.6 Investment of Funds. Moneys on deposit in Funds and Accounts established hereunder may be invested from time to time in Qualified Investments pursuant to and solely at the direction of the City to the Trustee provided that moneys on deposit in the Special Redemption Account shall be invested in Qualified Investments having a maturity of 180 days or less. Except as otherwise expressly provided herein, earnings or losses on such investments shall be attributed to the Fund or Account for which the investment was made. In the event that the Trustee does not receive directions from the City to invest funds held hereunder, the Trustee shall invest such funds in a money market fund which invests in short-term securities issued or guaranteed by the United States Government, its agencies or instrumentalities. The Trustee is hereby authorized to execute purchases and sales of Qualified Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity.

The Trustee shall send statements to the City and the Consultant on a monthly basis reflecting activity in the funds and accounts established pursuant to this Indenture for the preceding month as required by Section 9.9 of this Indenture. Although the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City hereby agrees that confirmations of Qualified Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

ARTICLE 7
COVENANTS AND AGREEMENTS OF THE CITY

Section 7.1 Tax Covenants.

(a) The City covenants with the holders of the Series 2016 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 Series 2016 Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation 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 interest on the Series 2016 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 Series 2016 Bonds, amounts in the Bond and Interest Fund or any other funds of the City which would result in making interest on the Series 2016 Bonds subject to federal income taxes by reason of causing the Series 2016 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 Series 2016 Bonds. The Mayor, City Clerk and City Treasurer are authorized and directed to take such action as is necessary in order to carry out the issuance and delivery of the Series 2016 Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Series 2016 Bonds and moneys in the Funds and Accounts established hereunder in order to establish that the Series 2016 Bonds shall not constitute arbitrage bonds as so defined.

(b) The City further covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" (the "Rebate Requirement") to the United States:

(i) Unless an applicable exception to the Rebate Requirement is available to the City, the City will meet the Rebate Requirement.

(ii) Relating to applicable exceptions, the City shall make such elections under the Code as it shall deem reasonable and in the best interests of the City.

(iii) The City shall, not less frequently than annually, cause a rebate report to be prepared and delivered to the Trustee and upon receipt of such report cause the Trustee to transfer to the Rebate Fund the amount determined to be the

accrued liability under the Rebate Requirement from other funds held pursuant to this Indenture. The City shall cause to be paid to the United States, without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement.

(iv) Interest earnings in the Bond and Interest Fund, the Special Reserve Fund and the Reserve Fund are hereby authorized to be transferred, upon written direction from the Corporate Authorities, from time to time as required, to the Rebate Fund for the purposes herein provided; and proceeds of the Series 2016 Bonds, investment earnings or amounts on deposit in any of the other funds and accounts created hereunder and any other Fund of the City are also hereby authorized to be used to meet the Rebate Requirement, but only if necessary after application of investment earnings as aforesaid and only as appropriated and directed by the Corporate Authorities.

Section 7.2 Levy and Collection of Taxes. The City covenants with the holders of the Series 2016 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 taxes levied by this Indenture and the Bond Ordinance including enforcement of the Special Taxes as described in clause (c) below;

(b) it will not take any action which would adversely affect the levy, extension, collection and application of the taxes levied by this Indenture and the Bond Ordinance, except to abate those taxes to the extent permitted by this Indenture and the Special Tax Rolls and Reports;

(c) it will comply with all requirements of the Special Service Area Act, the Bond Ordinance and other applicable present and future laws concerning the levy, extension and collection of the taxes levied by this Indenture and the Bond Ordinance; in each case so that the City shall be able to pay the principal of and interest on the Series 2016 Bonds as they come due, replenish the Reserve Fund to the Reserve Requirement and will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Tax by providing the County with such information as is deemed necessary to enable the County to include any property subject to a delinquent Special Tax in the County Collector's annual tax sale and upon receipt of the written request of the Bond Insurer or a majority of the Bondholders in the event the tax lien is forfeited at such tax sale, 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;

(d) in the event the City approves any change in the plats of subdivision for the Special Service Areas which changes the density of either of the Special Service Areas or

otherwise becomes aware of a change in density, it shall provide prompt written notice to the Consultant of such fact and the circumstances resulting in the change in density; and

(e) to the extent possible, it will direct Kendall County to deposit all Special Taxes when collected including Foreclosure Proceeds, condemnation proceeds and prepayments directly with the Trustee to be applied as set forth herein.

Section 7.3 Proper Books and Records. The City will keep, or cause the Trustee to keep, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the deposits to and expenditure of amounts disbursed from the Funds and Accounts created hereunder and the Special Taxes. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten percent (10%) of the principal amount of the Series 2016 Bonds then outstanding, or their representatives authorized in writing. The City, or the Trustee on behalf of the City, upon written request will mail to the Purchaser and the Bond Insurer any information relating to the Series 2016 Bonds, the Special Service Areas or the Special Services, including, but not limited to, the annual audits of the Funds and Accounts established under this Indenture for each and every year.

Section 7.4 Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Taxes or other amounts pledged to the Series 2016 Bonds superior to, on a parity with, or junior to, the pledge and lien created in this Indenture for the benefit of the Series 2016 Bonds, except as permitted by, or specifically set forth in, this Indenture.

Section 7.5 Continuing Disclosure Undertaking. The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provisions of this Indenture shall be available to the Purchaser and the Trustee shall submit to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access System ("EMMA") all information as required pursuant to the Continuing Disclosure Agreement.

Section 7.6 [Municipal Bond Insurance Policy; Covenants In Favor of Bond Insurer. Notwithstanding any other provisions set forth in this Indenture, the provisions of this Section shall govern so long as the Bond Insurance Policy is in effect and the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy.

(a) The prior written consent of the Bond Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Fund. Notwithstanding anything to the contrary set forth herein, amounts on deposit in the Reserve Fund shall be applied solely to the payment of debt service due on the Series 2016 Bonds.

(b) The Bond Insurer shall be deemed to be the sole holder of the Series 2016 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2016 Bonds insured by it are entitled to take pursuant to this Indenture pertaining to (i) defaults and remedies and (ii) the

duties and obligations of the Trustee. In furtherance thereof and as a term of this Indenture and each Series 2016 Bond, the Trustee and each Bondholder appoint the Bond Insurer as their agent and attorney-in-fact and agree that the Bond Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedes or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Bondholder delegate and assign to the Bond Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.

(c) The Bond Insurer shall be a third party beneficiary under this Indenture.

(d) Any amendment, supplement, modification to, or waiver of, this Indenture that requires the consent of Bondowners or adversely affects the rights and interests of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer.

(e) The rights granted to the Bond Insurer under this Indenture to request, consent to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Bond Insurer.

(f) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Bond Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Bond Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Series 2016 Bonds unless the Bond Insurer otherwise approves in writing.

To accomplish defeasance if the Series 2016 Bonds are not subject to redemption within 90 days of the date of defeasance, the City shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2016 Bonds in full on the maturity or redemption date

("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Bond Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2016 Bonds are no longer "Outstanding" under this Indenture and (iv) a certificate of discharge executed by the Trustee with respect to the Series 2016 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City, Trustee and the Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation by the City not less than five business days prior to the funding of the escrow.

Bonds shall be deemed "Outstanding" under this Indenture unless and until they are in fact paid and retired or the above criteria are met.

(g) Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of this Indenture and the Series 2016 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the City in accordance with this Indenture. This Indenture shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.

(h) The City covenants and agrees to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

(i) The Trustee agrees to file all continuation statements as directed in writing by the City which are necessary from time to time to preserve the priority of the pledge of the Trust Estate.

(j) Claims upon the Bond Insurance Policy and Payments by and to the Bond Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under this Indenture, moneys sufficient to pay the principal of and interest on the Series 2016 Bonds due on such Payment Date, the Trustee shall give notice to the Bond Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2016 Bonds due on such Payment Date, the Trustee shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Bond Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2016 Bonds and the amount required to pay principal of the Series 2016 Bonds, confirmed in writing to the Bond Insurer and the Bond Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

The Trustee shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking kind redemption, maturity or other

advancement of maturity, on its books as a reduction in the principal amount of Series 2016 Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of _____ _____, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2016 Bond shall have no effect on the amount of principal or interest payable by the City on any Bond or the subrogation rights of the Bond Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2016 Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondholders in the same manner as principal and interest payments are to be made with respect to the Series 2016 Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the City agrees to pay to the Bond Insurer, but solely from the Trust Estate (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Bond Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2016 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed by the Bond Insurer on the basis of the actual number of days elapsed over a year of 360 days. The City hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Trust Estate and payable from such Trust Estate on a parity with debt service due on the Series 2016 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Bond Insurer.

(k) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2016 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the City to the Bond Insurer under this Indenture shall survive discharge or termination of this Indenture.

(l) The City shall pay or reimburse the Bond Insurer but solely from the Trust Estate any and all charges, fees, costs and expenses that the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security under this Indenture; (ii) the pursuit of any remedies under this Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Indenture or the transactions contemplated hereby, other than costs resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture.

After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the City or rebate only after the payment of past due and current debt service on the Series 2016 Bonds and amounts required to restore the Reserve Fund to the Reserve Fund Requirement.

(m) The Bond Insurer shall be entitled to pay principal or interest on the Series 2016 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Bond Insurance Policy) whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.

(n) The notice address of the Bond Insurer is: _____ _____. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."]

(o) The Bond Insurer shall be provided with the following information:

(i) The City shall provide the annual audited financial statements within 210 days after the end of the City's fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under this Indenture), and the City's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time;

(ii) The Trustee shall provide notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i)

withdrawals of amounts in excess of the Reserve Fund Requirement and (ii) withdrawals in connection with a refunding of Series 2016 Bonds;

(iii) The City shall provide or cause to be provided so long as the Series 2016 Bonds are Outstanding (a) Special Tax delinquency reports to be prepared as of each January 1, July 1 and October 1, and to be delivered no later than 30 days after such dates, commencing July 1, 2016, (b) annual assessed value updates; (c) annual county tax sales reports (Kane County); (d) annual delinquency/collection rate summary related to the Special Taxes, and (e) annual updates of the value to lien ratio;

(iv) The Trustee and the City shall provide notice of any Event of Default known to the Trustee or City within five Business Days after knowledge thereof;

(v) The Trustee shall provide prior notice of the advance refunding or redemption of any of the Series 2016 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(vi) The Trustee and the City shall provide notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(vii) The City shall provide notice of the commencement of any Insolvency Proceeding;

(viii) The City shall provide notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2016 Bonds;

(ix) The City shall provide a full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Indenture; and

(x) The Trustee and the City shall provide all reports, notices and correspondence to be delivered to Bondholders under the terms of this Indenture.

In addition, to the extent that the City has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2016 Bonds, all information furnished pursuant to such agreements shall also be provided by the City to the Bond Insurer, simultaneously with the furnishing of such information.

(p) The Bond Insurer shall have the right to receive such additional information as it may reasonably request.

(q) The City will permit the Bond Insurer to discuss the affairs, finances and accounts of the City or any information the Bond Insurer may reasonably request regarding the

security for the Series 2016 Bonds with appropriate officers of the City and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.

(r) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Indenture would adversely affect the security for the Series 2016 Bonds or the rights of the Bondholders, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Bond Insurance Policy.

(s) The City shall not enter into any contract or take any action by which the rights of the Bond Insurer or security for or sources of payment of the Series 2016 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Bond Insurer.

(t) So long as any Bonds insured by the Insurer remain outstanding or any amounts are owed to the Insurer by the City, the City shall not enter into any interest rate exchange agreement, cap, collar, floor, ceiling or other agreement or instrument involving reciprocal payment obligations between the City and a counterparty based on interest rates applied to a notional amount of principal, without the prior written consent of the Insurer.]

ARTICLE 8
DEFAULTS AND REMEDIES

Section 8.1 Events of Default. "Events of Default" under this Indenture are as follows:

(a) Default shall be made by the City in the payment of the principal of or premium, if any, on any Series 2016 Bond when and as the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise.

(b) Default shall be made by the City in the payment of any installment of interest on any Series 2016 Bond when and as such installment of interest shall become due and payable.

(c) The City shall (1) commence a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (4) be adjudicated a bankrupt or have entered against it any order for relief in respect of any involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law and such order shall continue in effect for a period of 60 days without stay or vacation.

(d) A court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the City, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the City under the Federal bankruptcy laws or any

other applicable Federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof.

(e) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control.

(f) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2016 Bonds, the Bond Ordinance or in this Indenture on the part of the City to be performed, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Trustee (which may give such notice whenever it reasonably determines that such a default exists and shall give such notice at the written request of the Bond Insurer or the holders of not less than 25% in principal amount of the Series 2016 Bonds then outstanding).

Section 8.2 Remedies. Upon the occurrence of an Event of Default the Trustee may, and upon the written request of the Bond Insurer or the holders of 25% in principal amount of the outstanding Series 2016 Bonds affected by the Event of Default and upon being indemnified as provided in Section 9.2(h) hereof shall, proceed to protect and enforce its rights and the rights of the holders of the Series 2016 Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effective to protect and enforce the rights aforesaid.

During the continuance of an Event of Default, all moneys received by the Trustee under this Indenture from the City or from any other source shall be applied by the Trustee in accordance with the terms of Section 8.10 hereof.

Any judgment against the City shall be enforceable only against the amounts pledged pursuant to this Indenture. There shall not be authorized any deficiency judgment against any assets of, or the general credit of, the City, its officers or employees or independent contractors.

The Series 2016 Bonds shall not be subject to acceleration upon the occurrence of an Event of Default.

Section 8.3 Notice of Default. The Trustee shall, within 10 days after the Trustee receives notice or obtains knowledge of the occurrence of an Event of Default, mail to the City, the Bond Insurer, and the Bondholders at the address shown on the registration books of the City maintained by the Bond Registrar, notice of all Events of Default known to the Trustee unless such Events of Default shall have been cured before the giving of such notice.

Section 8.4 Termination of Proceedings by Trustee. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights

hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 8.5 Right of Bondholders to Control Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in principal amount of the Series 2016 Bonds then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Series 2016 Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred therein or thereby.

Section 8.6 Right of Bondholders to Institute Suit. No holder of any of the Series 2016 Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder or on the Series 2016 Bonds unless such holder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided, and unless also the Bond Insurer or the holder, or holders, of 25% in principal amount of the outstanding Series 2016 Bonds affected by the Event of Default shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder; it being understood and intended that no one or more holders of the Series 2016 Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Series 2016 Bonds.

Nothing in this Section 8.6 contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on the Bondholder's Series 2016 Bonds out of the Bond and Interest Fund, or the obligation of the City to pay the same, out of the Bond and Interest Fund, at the time and place in the Series 2016 Bonds expressed.

Section 8.7 Suits by Trustee. All rights of action under this Indenture, or under any of the Series 2016 Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Series 2016 Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Series 2016 Bonds affected by such suit or proceeding, subject to the provisions of this Indenture.

Section 8.8 Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies,

and each and every remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 8.9 Waiver of Default. No delay or omission of the Trustee or of any Bondholder to exercise any right or power shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article 8 to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

Section 8.10 Application of Moneys After Default. The City covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply moneys, securities and funds on deposit in the Funds and Accounts established pursuant to Article 6 or received by the Trustee pursuant to any right given or action taken under the provisions of this Section as follows and in the following order:

(a) To the payment of the reasonable and proper fees, charges, expenses and liabilities of the Trustee, the Bond Registrar and any paying agent, including the fees and expenses of outside counsel for the Trustee, Bond Registrar and any paying agent and the payment of Administrative Expenses owed to the City or the Consultant.

(b) To the payment of the principal and interest then due on the Series 2016 Bonds as follows:

(i) first, to the payment to the persons entitled thereto of all interest then due or payable on the Series 2016 Bonds in the order of the maturity of such installments;

(ii) second, to the payment to the persons entitled thereto of the unpaid installments of principal of any of the Series 2016 Bonds which have become due in the order of the maturity of such installments; and

(iii) third, to the payment of amounts due and payable to the Bond Insurer, not paid pursuant to (i) and (ii) above.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this paragraph, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the paying agent, or otherwise setting aside such moneys, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice

as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Series 2016 Bond on which payment shall be made, and shall not be required to make payment to the holder of any unpaid Series 2016 Bond until such Series 2016 Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

ARTICLE 9
TRUSTEE

Section 9.1 Appointment of the Trustee. The Trustee hereunder is hereby constituted and appointed as the trustee of an express trust hereby created for the Bondholders. The further rights and duties of the Trustee are set forth in this Article 9.

Section 9.2 Performance of Duties. The Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture, using such care as a corporate trustee ordinarily would use in performing trusts under a corporate indenture or trust or depositary agreement.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(a) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Indenture.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority (or such other percentage as is otherwise specifically required by the terms hereof) in aggregate principal amount of all the Series 2016 Bonds at the time outstanding other than actions taken or omitted by the Trustee which are adjudicated to have resulted from the negligence of the Trustee.

(d) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the exercise of any of its rights or powers.

(e) At any and all reasonable times, upon first providing 48 hours' notice to the City, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and

records of the City pertaining to the Special Services and the Series 2016 Bonds, and to copy such memoranda from and in regard thereto as may be desired.

(f) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers granted by this Indenture or otherwise in respect of the premises.

(g) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, reasonably necessary to establish the right of the City to the withdrawal of any cash or the taking of any other action by the Trustee.

(h) Before taking any action under Section 8.2, the Trustee may require that a satisfactory indemnity bond or other security satisfactory to it be furnished by the party requesting that the Trustee take such action for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful default of the Trustee in connection with any action so taken or failure to act in accordance with this Indenture.

(i) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received.

Section 9.3 Instruments Upon Which Trustee May Rely. Except as otherwise provided in paragraph (b) hereof:

(a) The Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) Any notice, request, direction, election, order or demand of the City mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the City by its Mayor or its City Clerk (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Corporate Authorities may be evidenced to the Trustee by a copy thereof certified by the City Clerk under the City seal;

(c) The Trustee may consult with reputable counsel (who may but need not be counsel for the City) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel;

(d) Whenever in the administration of the trusts under this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein

specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the City; and such certificate of the City shall, in the absence of negligence or bad faith on the part of the Trustee, be full warranty to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

Section 9.4 Trustee not Responsible for Recitals and Other Matters. The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the Series 2016 Bonds (except the Trustee's certificate of authentication thereon), all of which are made by the City solely; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Indenture, or of any indenture supplemental hereto, or of the Bond Ordinance or the Series 2016 Bonds, or the sufficiency of the taxes levied to pay the principal of and interest on the Series 2016 Bonds, or for the security afforded hereby or for the validity of any securities at any time held hereunder, and the Trustee makes no representation with respect thereto. The Trustee shall not be accountable for the use or application by the City of the proceeds of any Series 2016 Bonds authenticated and delivered hereunder, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture.

Section 9.5 Trustee May Acquire Series 2016 Bonds. The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Series 2016 Bonds and may otherwise deal with the City in the manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 9.6 Qualification of Trustee. There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital, surplus and undivided profits of at least $25,000,000, and subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this paragraph, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.7.

Section 9.7 Resignation or Removal of Trustee and Appointment of Successor. The Trustee may at any time resign by giving written notice to the City, the Bond Insurer, and the Bondholders by first class mail to the names and addresses shown on the list maintained by the Bond Registrar. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing executed by order of the City. If no successor Trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide holder of a Series 2016 Bond or Series 2016 Bonds for at least six months may, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

(a) In case at any time any of the following shall occur:

(i) The Trustee shall cease to be eligible in accordance with the provisions of Section 9.6 and shall fail to resign after written request therefor by the City or by any Bondholder who has been a bona fide holder of a Series 2016 Bond or Series 2016 Bonds for at least six months, or

(ii) The Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the City may remove the Trustee and appoint a successor Trustee by an instrument in writing executed by order of the City or any Bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor Trustee.

(b) After the recurrence of an Event of Default, the Bond Insurer or the holders of a majority in aggregate principal amount of all the Series 2016 Bonds at the time outstanding may remove the Trustee and appoint a successor Trustee by an instrument or concurrent instruments in writing signed by the Bond Insurer or such Bondholders. Such successor Trustee shall be a corporation authorized under applicable laws to exercise corporate trust powers, may be incorporated under the laws of the United States or of any State within the United States. Such successor Trustee shall satisfy the minimum combined capital, surplus and undivided profits requirement set forth in Section 9.6.

(c) The City, subject to the approval of the Bond Insurer or the holders of a majority in aggregate principal amount of all the Series 2016 Bonds at the time outstanding, may at any time remove the Trustee and appoint a successor Trustee by an instrument in writing signed by the City and accompanied by an instrument or concurrent instruments in writing signed by such Bondholders approving such removal and appointment.

(d) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this Section 9.7 shall become effective upon acceptance of appointment by the successor Trustee as provided in Section 9.8.

Section 9.8 Concerning the Successor Trustee. Any successor Trustee appointed as provided in Section 9.7 shall execute, acknowledge and deliver to the City and to its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as Trustee herein; but nevertheless on the written request of the City or the request of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor Trustee, the City shall execute any and all instruments in writing more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and duties. Any Trustee ceasing to act shall nevertheless be entitled to receive the amounts due it as compensation, reimbursement, expenses and indemnity afforded to it by this Article 9.

No successor Trustee shall accept appointment as provided in this Section 9.8 unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of Section 9.6.

Upon the acceptance of appointment by a successor Trustee as provided in this Section 9.8, the City shall mail a copy of such notice to each person whose name appears as an owner of Series 2016 Bonds on the list maintained by the Bond Registrar. If the City fails to mail such notice within 10 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the City.

Section 9.9 Monthly Statements. The Trustee shall provide to the Purchaser, the Consultant, the Bond Insurer and the City, or their designees, a monthly statement, commencing on March 1, 2016, itemizing all moneys received by it and all payments made by it under this Indenture during the preceding monthly period and annual reports relating to the Funds and Accounts created under this Indenture and such other information relating to the Series 2016 Bonds and the Funds and Accounts maintained by the Trustee under this Indenture as the Purchaser, the Bond Insurer and the City shall reasonably request.

ARTICLE 10
SUPPLEMENTAL INDENTURES

Section 10.1 Supplemental Indentures Not Requiring Consent of Bondholders. The City by the Corporate Authorities, and the Trustee from time to time and at any time, subject to the conditions and restrictions in this Indenture contained including, without limitation, the provisions of Section 10.6 hereof, may pass and accept an indenture or indentures supplemental hereto, which indenture or indentures thereafter shall form a part hereof, for any one or more of the following purposes:

(a) To add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(b) To grant to or confer upon the Trustee for the benefit of the owners of the Series 2016 Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners or the Trustee;

(c) To modify, amend or supplement this Indenture in such manner as to permit, if presented, the qualification of this Indenture under the Trust Indenture Act of 1939 or any similar federal statute then in effect or under any state blue sky law; and

(d) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Indenture.

(e) To issue refunding bonds subject to the limitations set forth in the Special Tax Rolls and Reports and the Establishing Ordinances.

(f) To permit any other amendment that, in the judgment of the Trustee, is not materially adverse to the Trustee or the Holders.

Any supplemental indenture authorized by the provisions of this Section 10.1 may be executed by the City, by the Corporate Authorities, and by the Trustee without the consent of the registered owners of any of the Series 2016 Bonds at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of Section 10.6, notwithstanding any of the provisions of Section 10.2, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 10.2 Supplemental Indentures Requiring Consent of Bondholders. With the consent (evidenced as provided herein) of the Bond Insurer and the registered owners of not less than a majority in aggregate principal amount of the Series 2016 Bonds, respectively, at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of Section 10.6, the City, by the Corporate Authorities may pass, and the Trustee may accept from time to time and at any time an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this indenture or of any supplemental indenture; provided that no such modification or amendment shall extend the maturity or reduce the principal of or the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any Series 2016 Bond without the express consent of the registered owner of such Series 2016 Bond or permit the creation of a preference or priority of any Series 2016 Bond or Series 2016 Bonds over any other Series 2016 Bond or Series 2016 Bonds or reduce the percentage of Series 2016 Bonds, respectively, required for the affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Series 2016 Bonds, respectively, (except as

aforesaid) of the right to payment of the Series 2016 Bonds, respectively, from the Special Taxes and the Foreclosure Proceeds without the consent of the registered owners of all the Series 2016 Bonds (as the case may be) then outstanding. Upon receipt by the Trustee of a certified copy of such Indenture and upon the filing with the Trustee of evidence of the consent of the Bond Insurer and Bondholders as aforesaid, the Trustee shall accept such supplemental indenture, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

It shall not be necessary for the consent of the Bondholders under this paragraph to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the passage by the City and the acceptance by the Trustee of any supplemental indenture pertaining to the Series 2016 Bonds pursuant to the provisions of this paragraph, the City shall cause the Trustee to mail a notice by first class mail to the Bond Insurer and the Bondholders, setting forth in general terms the substance of such supplemental indenture, and that the supplemental Indenture has been consented to by the Bond Insurer and the requisite percentage of the Bondholders. Any failure of the City to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 10.3 Supplemental Indenture to Modify this Indenture. Upon the execution of any supplemental indenture pursuant to the provisions of this Article 10, and upon receipt of the opinion of bond counsel if required by the provisions of Section 10.6, this Indenture shall be modified and amended in accordance therewith and the respective rights, duties and obligations under this Indenture of the City, the Trustee and all registered owners of Series 2016 Bonds, respectively, outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.4 Trustee May Rely Upon Opinion of Counsel Re: Supplemental Indenture. The Trustee may receive an opinion of counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article 10 complies with the requirements of this Article 10.

Section 10.5 Notation. Series 2016 Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article 10 may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental indenture, and if such supplemental indenture shall so provide, new Series 2016 Bonds, so modified as to conform, in the opinion of the Trustee and the Corporate Authorities, to any modification of this Indenture contained in any such supplemental indenture, may be prepared by the City, authenticated by the Trustee and delivered without cost to the registered owners of the Series 2016 Bonds then outstanding, upon surrender for cancellation of such Series 2016 Bonds in equal aggregate principal amounts.

Section 10.6 Opinion of Bond Counsel. Prior to the adoption of a supplemental indenture executed pursuant to the provisions of this Article 10 the Trustee shall give written notice by mail to the Bond Insurer and the registered owners of all Series 2016 Bonds Outstanding at the addresses as set forth in the Register of the Series 2016 Bonds held by the Bond Registrar of the substance of the proposed supplemental indenture. If within 10 days of the Trustee's mailing such notice any registered owner of the Series 2016 Bonds requests that an opinion of bond counsel be delivered to the effect that such supplemental indenture will not adversely affect the exclusion from gross income of interest on the Series 2016 Bonds for federal income tax purposes, such supplemental indenture shall not become effective until such opinion has been delivered to the Trustee.

ARTICLE 11
DEFEASANCE

Section 11.1 Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Series 2016 Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of the Trust Estate, and all covenants, agreements and other obligations of the City to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the City to be prepared and filed with the City and, upon the request of the City, shall execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the City all moneys or securities held pursuant to this Indenture which are not required for the payment of principal or Redemption Price, if applicable, of and interest on Series 2016 Bonds. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of any Outstanding Series 2016 Bonds the principal or Redemption Price and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Series 2016 Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the City to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Series 2016 Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 11.1. In addition, any Outstanding Series 2016 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 11.1 upon compliance with the provisions of subsection (c) of this Section 11.1.

(c) Subject to the provisions of subsection (d) of this Section 11.1, any Outstanding Series 2016 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 11.1 if:

(i) in case any of said Series 2016 Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee irrevocable instructions accepted in writing by the Trustee to give as provided in Section 3.5 notice of redemption of such Bonds on said date;

(ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient or Defeasance Securities, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Series 2016 Bonds on or prior to the redemption date or maturity date thereof, as the case may be; and

(iii) in the event said Series 2016 Bonds do not mature, are not by their terms subject to redemption or, under the plan of refunding applicable thereto, are not to be redeemed, in each case, within the next succeeding ninety (90) days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable, by first-class mail, postage prepaid, to the owners of such Series 2016 Bonds at their last addresses appearing on the books of the City kept at the office of the Bond Registrar a notice that the deposit required by (ii) above has been made with the Trustee and that said Series 2016 Bonds are deemed to have been paid in accordance with this Section 11.1 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on said Series 2016 Bonds.

(d) Anything in this Indenture to the contrary notwithstanding, any moneys held in trust for the payment and discharge of any of the Series 2016 Bonds which remain unclaimed for one year after the date when such Series 2016 Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption shall be repaid to the City, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged, with respect thereto and the Bondholders shall look only to the City for the payment of such Series 2016 Bonds; provided, however, that before being required to make any such payment to the City, the Trustee shall, at the expense of the City, give to the owners of such Series 2016 Bonds as to which any moneys remain unclaimed, by first class mail, postage prepaid, at the last address of such owners appearing on the books of the City kept at the office of the Bond Registrar, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed will be returned to the City.

(e) Upon the payment or defeasance of all outstanding Series 2016 Bonds as provided in this Article 11, the Trustee and the City shall execute a Satisfaction of Tax Lien for all Parcels for which a satisfaction of tax lien has not previously been delivered and the City shall file or cause to be filed such Satisfaction of Tax Lien with the Recorder of Deeds of Kendall County, Illinois.

ARTICLE 12
MISCELLANEOUS

Section 12.1 Severability. If any provision of this Indenture shall be held or deemed to be illegal, inoperative or unenforceable under applicable law or interpreted in such manner as to be prohibited by or be held invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Indenture.

Section 12.2 Notices. Except as otherwise provided in this Indenture, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, or when sent by telecopy (receipt confirmed by telephone) or telegram, addressed as follows:

If to the City:
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attention: Mayor
Telephone: (630) 553-4350

Bond Counsel:
Foley & Lardner LLP
321 N. Clark St., Suite 2800
Chicago, IL 60654-5313
Attention: Laura L. Bilas
Telephone: (312) 832-4533
Fax: (312) 832-4700

If to the Trustee:
Amalgamated Bank of Chicago
30 North LaSalle Street
38th Floor
Chicago, IL 60602
Attention: Ann Longino
Telephone: (312) 822-3187
Fax: (312) 541-6044

If to the Purchaser:
William Blair & Company, L.L.C.
222 West Adams Street
Chicago, IL 60606
Attention: Peter Raphael
Telephone: (312) 364-8386
Fax: (312) 236-0174

If to the Bond Insurer:

Section 12.3 Holidays. If any date for the payment of an amount hereunder or the taking of any other action required or permitted to be taken hereunder, is not a Business Day, then such payment shall be due, or such action shall or may be taken, as the case may be, on the first Business Day thereafter with the same force and effect as if done on the nominal date provided in this Indenture.

Section 12.4 Execution of Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.5 Applicable Law. This Indenture shall be governed by and construed in accordance with the internal laws of the State.

Section 12.6 Immunity of Officers, Employees, Elected Officials of City. No recourse shall be had for the payment of the principal of or premium, if any, or interest on any of the Series 2016 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture or any agreement supplemental hereto, against any past, present or future Mayor, trustee or other officer, director, member, employee, attorney or agent of the City, or any incorporator, officer, director, member, trustee, employee or agent of any successor corporation or body politic, as such, either directly or through the City or any successor corporation or body politic, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, trustees, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of any of the Series 2016 Bonds.

IN WITNESS WHEREOF, the United City of Yorkville, Illinois has caused these presents to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk and to evidence its acceptance of the trusts hereby created Amalgamated Bank of Chicago has caused these presents to be signed in its name and on its behalf by its Authorized Officer, its official seal to be hereunto affixed and the same to be attested by its Authorized Officer, all as of the day and year first above written.

UNITED CITY OF YORKVILLE, ILLINOIS

By: _____
Mayor

[SEAL]

Attest:

By: _____
City Clerk

AMALGAMATED BANK OF CHICAGO,
as Trustee

By: _____
Authorized Officer

[SEAL]

Attest:

By: _____
Authorized Officer

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.

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.

[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.

EXHIBIT B

[_____, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to Amalgamated Bank of Chicago, Chicago, Illinois, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of _____ as more fully set forth in the Policy.]

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF KENDALL

UNITED CITY OF YORKVILLE
SPECIAL SERVICE AREA NUMBERS 2005-108 AND 2005-109
SPECIAL TAX REFUNDING BOND
SERIES 2016

Bond No.:	R-__	Principal Amount:	$_____
Date of Bond:	_____	Interest Rate:	_____%
CUSIP:	_____	Date of Maturity:	March 1, 20___

Registered Owner: Cede & Co.

The United City of Yorkville, Kendall County, Illinois (the "City"), for value received, promises to pay to the Registered Owner specified above or registered assigns, upon presentation and surrender of this bond at the office of Amalgamated Bank of Chicago, Chicago, Illinois, as Trustee (the "Trustee") the Principal Amount of this bond specified above on the Date of Maturity specified above and to pay the Registered Owner of this bond interest on that sum at the Interest Rate per year specified above from the Date of Bond specified above to the Date of Maturity specified above, payable semiannually on March 1 and September 1, with the first interest payment date being _____ 1, 2016. Interest shall be computed on the basis of a 360 day year of twelve 30 days months. Interest on this bond shall be payable on each interest payment date by check or draft of the Trustee mailed to the person in whose name this bond is registered at the close of business on the 15th day of the month preceding such interest payment date. During such time as this bond is registered so as to participate in a securities depository system with The Depository Trust Company ("DTC"), principal of and interest on this Bond shall be payable by wire transfer pursuant to instructions from DTC. The principal of, interest on and redemption premium on this bond are payable in lawful money of the United States of America. No interest shall accrue on this bond after its Date of Maturity unless this bond shall have been presented for payment at maturity and shall not then have been paid.

This bond is one of an authorized issue of bonds in the aggregate principal amount of $_____. This bond and the issue of which it is a part (together, the "Series 2016 Bonds") are issued pursuant to the provisions of the "Special Service Area Tax Law," 35 ILCS §200/27 5, *et seq.*, as amended, and the provisions of the Local Government Debt Reform Act, 30 ILCS §350/1, *et seq.*, as amended, and the principal of and interest on the Series 2016 Bonds are payable from special taxes designated as Special Taxes (the "Special Taxes") levied on all

taxable real property within the United City of Yorkville Special Service Area Numbers 2005-108 and 2005-109 (the "Special Service Areas") pursuant to special tax rolls.

The Series 2016 Bonds are being issued for the purpose of paying a portion of refunding certain special service area bonds of the City, all as more fully described in an ordinance adopted by the Mayor and City Council of the City on February 9, 2016 as supplemented by a Bond Order executed pursuant thereto (collectively, the "Bond Ordinance") and a Trust Indenture dated as of February 1, 2016 between the City and the Trustee (the "Indenture"), to all the provisions of which the holder by the acceptance of this bond assents. Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture. The Series 2016 Bonds, together with the interest thereon, are limited obligations of the City, payable solely from the collection of the Special Taxes and other moneys deposited in certain Funds and Accounts established pursuant to the Indenture. For the prompt payment of the principal of and interest on this bond the Special Taxes are hereby irrevocably pledged. THE SERIES 2016 BONDS DO NOT CONSTITUTE 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 THE PAYMENT OF THE SERIES 2016 BONDS.

The Series 2016 Bonds maturing on March 1, 2031 and March 1, 2036 are subject to mandatory redemption, in part and randomly, at the Redemption Price equal to the principal amount thereof to be redeemed, without premium, on March 1 of the years and in the amounts as follows:

2031 Term Bonds

Redemption Date March 1	Principal Amount
2029	$
2030	
2031 (maturity)	

2036 Term Bonds

Redemption Date March 1	Principal Amount
2032	$
2033	
2034	
2035	
2036 (maturity)	

The City covenants that it will redeem the Series 2016 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2016 Bonds to the extent amounts are on deposit in the Bond and Interest Fund.

The Series 2016 Bonds are also subject to optional redemption prior to maturity at the option of the City, in whole or in part, on any date on or after March 1, 2026, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date of redemption.

Any optional redemption of Series 2016 Bonds shall be applied to the extent possible, to reduce pro rata the amount maturing or required to be redeemed by mandatory sinking fund redemption pursuant to the Indenture, and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of Series 2016 Bonds.

The Series 2016 Bonds, are also subject to mandatory redemption on any interest payment date, in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the City in connection with a condemnation of any of the special services or any other property owned by or dedicated to the City within the Special Service Areas and allocable to the Series 2016 Bonds as determined by the Consultant and which proceeds are not used by the City to rebuild the Special Services.

The Series 2016 Bonds are subject to mandatory redemption on any Interest Payment Date, in whole or in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the event of a mandatory prepayment of the Special Taxes upon any event that reduces the total of the Maximum Parcel Special Tax as described in, and in the amounts set forth in the Special Tax Rolls and Reports.

The Series 2016 Bonds are also subject to mandatory redemption on any March 1, June 1, September 1 or December 1, in part, from amounts available for disbursement from the Special Redemption Account and from amounts transferred from the Reserve Fund and the Special Reserve Fund to the Special Redemption Account in connection with optional prepayments of the Special Taxes, at a redemption price (expressed as a percentage of the principal amount of the Series 2016 Bonds to be redeemed), as set forth below, together with accrued interest on such Series 2016 Bonds to the date fixed for redemption:

Redemption Dates	Redemption Prices
On or prior to February 28, 2025	102%
March 1, 2025 through February 28, 2026	101
March 1, 2026 and thereafter	100

Any mandatory redemption of the Series 2016 Bonds in part from proceeds from condemnation or prepayments of the Special Taxes shall be applied to reduce pro rata the amount of Series 2016 Bonds maturing or required to be redeemed by mandatory sinking fund

redemption pursuant to the Indenture, and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of Series 2016 Bonds.

If less than all the Series 2016 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar named below will assign to each Series 2016 Bond of the maturity to be redeemed a distinctive number for each $1,000 of principal amount of that Series 2016 Bond. The Bond Registrar will then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at $1,000 per number, shall equal the principal amount of Series 2016 Bonds of that maturity to be redeemed; provided that following any redemption, no Series 2016 Bonds shall be outstanding in an amount less than the minimum Authorized Denomination except (a) as necessary to effect the mandatory sinking fund redemption of Series 2016 Bonds as provided in the Indenture, or (b) to effect a special mandatory redemption from optional prepayments when the total aggregate principal amount of Bonds outstanding is $100,000 or less.

Notice of the redemption of any Series 2016 Bonds, which by their terms shall have become subject to redemption, will be given to the registered owner of each Series 2016 Bond called for redemption in whole or in part not less than 30 or more than 60 days before any date established for redemption of Series 2016 Bonds, by the Bond Registrar, on behalf of the City, by registered or certified mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of Series 2016 Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Series 2016 Bond to be redeemed in part only, the notice will also specify the portion of the principal amount of the Series 2016 Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Series 2016 Bond will be a condition precedent to the redemption of that Series 2016 Bond, provided that any notice which is mailed in accordance with the Indenture will be conclusively presumed to have been duly given whether or not the owner received that notice. The failure to mail notice to the owner of any Series 2016 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2016 Bonds.

With respect to an optional redemption of any Series 2016 Bonds, unless moneys sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2016 Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Series 2016 Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Series 2016 Bonds will not be redeemed.

This bond is negotiable, subject to the following provisions for registration and registration of transfer. The City maintains books for the registration and registration of transfer of Series 2016 Bonds at the office of the Trustee, as Bond Registrar. This bond is fully registered on those books in the name of its owner, as to both principal and interest, and transfer of this bond may be registered on those books upon surrender of this bond to the Bond Registrar

by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of this bond for registration of transfer, a new bond or bonds in the same aggregate principal amount and of the same maturity will be issued to the transferee as provided in the Indenture.

This bond may be exchanged, at the option of the Registered Owner, for an equal aggregate principal amount of bonds of the same maturity of any other Authorized Denominations, upon surrender of this bond at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his or her duly authorized attorney.

For every exchange or registration of transfer of this bond, the City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the City, required to be paid with respect to that exchange or registration of transfer, and payment of that charge by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the City or the Bond Registrar as a condition precedent to exchange or registration of transfer of this bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Series 2016 Bond following the close of business on the 15th day of the month preceding any interest payment date on such Series 2016 Bond, nor to transfer or exchange any Series 2016 Bond after notice calling such Series 2016 Bond for redemption has been mailed, nor during a period of 15 days next preceding mailing of a notice of redemption of any Series 2016 Bonds.

The City, the Trustee and the Bond Registrar may deem and treat the registered owner of this bond as its absolute owner, whether or not this bond is overdue, for the purpose of receiving payment of the principal of or interest on this bond and for all other purposes, and neither the City, the Bond Registrar nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on this bond shall be made only to its registered owner, and all such payments shall be valid and effective to satisfy the obligation of the City on this bond to the extent of the amount paid.

All conditions which by law must have existed or must have been fulfilled in the issuance of this bond existed and were fulfilled in compliance with law. Provision has been made for the levy, collection and segregation of the Special Taxes sufficient to pay and discharge the principal of this bond at maturity and to pay interest on this bond as it falls due. The issuance of the Series 2016 Bonds by the City will not cause the City to exceed or violate any applicable limitation or condition respecting the issuance of bonds imposed by the law of the State of Illinois or by any Indenture, ordinance or resolution of the City. The Series 2016 Bonds are issued for purposes for which the City is authorized by law to issue bonds including but not limited to finance or refinance a portion of the costs of the special services to be provided to the Special Service Areas, making deposits to a reserve fund, special reserve fund, administrative expense fund and paying costs of the City in connection with the issuance of the Series 2016 Bonds.

This bond shall not be valid for any purpose unless and until the certificate of authentication on this bond shall have been duly executed by the Trustee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the United City of Yorkville, Kendall County, Illinois, by its Mayor and City Council, has caused this bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and has caused its corporate seal to be affixed to this bond (or a facsimile of its seal to be printed on this bond), all as of the Date of Bond specified above.

UNITED CITY OF YORKVILLE, ILLINOIS

By: _____
Mayor

(SEAL)

Attest:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Indenture authorizing the issuance of $_____ United City of Yorkville, Kendall County, Illinois Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016.

AMALGAMATED BANK OF CHICAGO,
as Trustee

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For Value Received, the undersigned sells, assigns and transfers to _____ this bond and all rights and title under this bond, and irrevocably constitutes and appoints _____ attorney to transfer this bond on the books kept for registration of this bond.

_____

Dated: _____

EXHIBIT C

(The Above Space For Recorder's Use Only)

This Document was
prepared by Foley & Lardner LLP
and after recording return to:

Amalgamated Bank of Chicago
Attn: Corporate Trust Department
One West Monroe Street
Chicago, Illinois 60603

SATISFACTION OF TAX LIEN

The undersigned duly elected and acting Mayor of the United City of Yorkville, Kendall County, Illinois (the "City"), in consideration of the receipt of the sum of $_____, hereby acknowledges and certifies that special taxes levied and to be extended in accordance with the Special Tax Rolls approved by the Mayor and City Council of the City pursuant to Ordinance No. 2006-__ (the "Establishing Ordinance") are paid and the lien of such taxes satisfied with respect to the following lots in the City's Special Service Area Number _____ (the "SSA") legally described on Exhibit A attached hereto:

Lot	PIN

The undersigned further certifies that pursuant to Exhibit B to the United City of Yorkville Special Service Area Number _____ Special Tax Roll and Report which is incorporated in the Establishing Ordinance as Exhibit F (the "Special Tax Roll and Report"), upon payment of the prepayment amount as calculated pursuant to the Special Tax Roll and Report, the Consultant shall cause the satisfaction of tax lien to be recorded within 30 working days of receipt of the prepayment.

Dated: _____, 20___

UNITED CITY OF YORKVILLE, ILLINOIS

_____
Authorized Officer

Approved by:

_____
Consultant

The Trustee hereby acknowledges receipt of the sum of $ _____.

AMALGAMATED BANK OF CHICAGO,
as Trustee

By:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, _____, a Notary Public in and for such County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the United City of Yorkville, Illinois, whose name is subscribed to the foregoing Satisfaction, appeared before me this day in person and acknowledged that as such officer he signed and delivered the foregoing Satisfaction as such officer of the United City of Yorkville, Illinois, as his free and voluntary act, and as the free and voluntary act and deed of such City, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 20___.

_____
Notary Public

Commission expires, _____ ___, 20___

EXHIBIT D

DISBURSEMENT REQUEST

TO: Amalgamated Bank of Chicago
Attn: Corporate Trust Department
One West Monroe
Chicago, Illinois 60603

RE: $_____ United City of Yorkville, Kendall County, Illinois Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016

Amount Requested: _____
Total Disbursements to Date: _____

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Schedule I hereto together with the name and address of the person, firm, or corporation to whom payment is due and any other payment instructions.

2. The bills, invoices, or statements of account for each obligation referenced in Schedule I are attached hereto as Schedule II.

3. The City hereby certifies that:

a. This written requisition is for payment of costs in connection with the issuance of the above-referenced Series 2016 Bonds and the specific purpose for which this request is made is described in Schedule I.

b. Payment instructions sufficient to make the requested payment are set forth in Schedule I.

c. No portion of the amount being requested to be disbursed was set forth in any previous request for disbursement.

4. All capitalized terms herein shall have the meanings assigned to them in the Trust Indenture for the above-referenced Special Service Area Numbers 2005-108 and 2005-109, Special Tax Refunding Bonds, Series 2016 dated as of February 1, 2016 by and between the United City of Yorkville, Kendall County, Illinois and Amalgamated Bank of Chicago, as Trustee.

By: _____
Authorized Signatory

EXHIBIT C

$_____
United City of Yorkville, Illinois
Special Service Area Numbers 2005-108 and 2005-109
Special Tax Refunding Bonds, Series 2016

BOND PURCHASE AGREEMENT

_____, 2016

United City of Yorkville, Illinois
800 Game Farm Road
Yorkville, Illinois 60560

Ladies and Gentlemen:

The undersigned, William Blair & Company, L.L.C. (the "Purchaser"), offers to enter into the following agreement (this "Contract") with the United City of Yorkville, Illinois (the "City"), which upon acceptance by the City will be binding upon each of the City and the Purchaser. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Indenture (as hereinafter defined) and the Official Statement (as hereinafter defined).

This offer is made subject to acceptance by the City on or before 1:00 P.M., Chicago time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Purchaser upon notice delivered to the City at the address set forth above at any time prior to the acceptance hereof by the City. This offer is also subject to the following provisions:

1. Definitions.

For purposes of this Contract, the following terms have the meanings specified in this section, unless another meaning is plainly intended:

(A) "Act" means the Special Service Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 et seq., as amended.

(B) "Administrative Services Agreement" has the meaning set forth in the Indenture.

(C) "Ancillary Documents" means the Bond Ordinance, the Indenture, the Tax Compliance Certificate and Agreement, the Official Statement, the Continuing Disclosure Undertaking, the Administrative Services Agreement and all other agreements and certificates executed and delivered in connection with the issuance and sale of the Bonds.

(D) "Areas" means the United City of Yorkville Special Service Area Numbers 2005-108 and 2005-109 created pursuant to the Establishing Ordinances.

(E) "Bond Insurer" means [Assured Guaranty Corp., a Maryland insurance company].

(F) "Bond Insurance Policy" means the financial guaranty insurance policy relating to the Bonds substantially in the form attached as an Appendix to the Official Statement.

(G) "Bond Ordinance" means Ordinance No. ____ adopted by the corporate authorities of the City on _____, 201__ relating to the Bonds including the Bond Order executed pursuant thereto.

(H) "Bonds" means the interest-bearing, tax exempt obligations issued by the City pursuant to the Bond Ordinance and called the United City of Yorkville, Kendall County, Illinois, Special Service Areas Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016.

(I) "Business Day" means any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions are required or authorized by law to be closed in the City of Chicago or the State of Illinois or a day on which the New York Stock Exchange is closed.

(J) "City" means the United City of Yorkville, Kendall County, Illinois.

(K) "Closing" means the Closing as defined in Section 2(B) herein held on the Closing Date.

(L) "Closing Date" means _____, 2016 or such earlier or later date as the City and the Purchaser shall mutually agree upon, and refers to the date on which the transaction by which the City causes the Trustee to deliver the Bonds to the Purchaser and the Bonds are paid for by the Purchaser pursuant to this Contract.

(M) "Code" means the Internal Revenue Code of 1986, as amended.

(N) "Continuing Disclosure Undertaking" means the Continuing Disclosure Undertaking made by the City, dated the date of the Closing Date.

(O) "Contract" means this Bond Purchase Agreement.

(P) "Establishing Ordinances" means Ordinance No. 2006-25 adopted by the corporate authorities of the City on March 28, 2006 for the City's Special Service Area Number 2005-108 and Ordinance No. 2006-17 adopted by the corporate authorities of the City on March 14, 2006 for the City's Special Service Area Number 2005-109.

(Q) "Governmental Body" means any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(R) "Indenture" means the Trust Indenture dated as of February 1, 2016 between the City and the Trustee and any amendments and supplements thereto, pursuant to which the Bonds will be issued.

(S) "Official Statement" means the Official Statement of the City (including each Appendix thereto) relating to the Bonds dated February __, 2016.

(T) "Pledged Funds" means the Special Taxes and the moneys and funds pledged to the payment of the Bonds pursuant to the Bond Ordinance and Indenture.

(U) "Preliminary Official Statement" means the Preliminary Official Statement of the City (including each Appendix thereto) relating to the Bonds dated _____, 2016.

(V) "Prior Bonds" means the $14,980,000 original principal amount of United City of Yorkville Special Service Area Number 2005-108 Special Tax Bonds, Series 2006 (Autumn Creek Project) and the $19,000,000 original principal amount of United City of Yorkville Special Service Area Number 2005-109, Special Tax Bonds, Series 2006 (Bristol Bay I Project).

(W) "Proposing Ordinances" means Ordinance No. 2005-101 proposing to establish the United City of Yorkville, Illinois Special Service Area Number 2005-108 and Ordinance No. 2005-100 proposing to establish the United City of Yorkville, Illinois Special Service Area Number 2005-109.

(X) "Purchaser" means William Blair & Company LLC.

(Y) "Special Tax Rolls and Reports" means the SSA Number 2005-108 Special Tax Roll and Report and the SSA Number 2005-109 Special Tax Roll and Report.

(Z) "Tax Compliance Certificate and Agreement" means the Tax Compliance Certificate and Agreement dated the Closing Date, executed by the City and the Trustee in connection with the Bonds and the refunding of the Prior Bonds.

(AA) "Trustee" means Amalgamated Bank of Chicago, as Trustee under the Indenture.

2. Purchase and Sale of the Bonds.

(A) Sale of Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein, the Original Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Original Purchaser for such purpose, all, but not less than all, of the $_____ aggregate principal amount of the Bonds, at a purchase price equal to $_____, representing the principal amount of the Bonds of $_____ plus net original issue premium of $_____ less Underwriter's discount of $_____. The Bonds shall be issued pursuant to the Bond Ordinance and the Indenture. The Bonds shall be dated, shall mature on such dates and in such amounts, shall bear interest at such rates, shall be offered at the initial offering prices as described in Schedule I attached hereto, and

shall be subject to such other terms and conditions, all as described in the Official Statement, the Bond Ordinance and the Indenture.

(B) Closing. The purchase and sale of the Bonds shall take place on the Closing Date at the offices of Foley & Lardner LLP, Chicago, Illinois. At the Closing, as defined below, the Purchaser will accept the delivery of the Bonds duly executed by the City, together with other documents herein mentioned, and will make payment therefor as provided herein by immediately available funds payable to the order of the Trustee for the account of the City.

The payment for the Bonds and delivery of the Bonds, as herein described, is herein called the "Closing."

3. City's Pre-Closing Deliveries.

(A) Prior to the Closing Date, the City shall have delivered or caused to be delivered to the Purchaser an executed copy of the Official Statement, executed on behalf of the City by its Mayor.

(B) Prior to the Closing Date, the City shall have delivered or caused to be delivered to the Purchaser a certified copy of the Proposing Ordinances, a certified copy of the Establishing Ordinances, the Bond Ordinance, and such other ordinances of the City which shall include the authorization of the execution, delivery and performance of this Contract, the Bonds and the other Ancillary Documents to which the City is a party, among other things, together with such reasonable number of copies of each of the foregoing as the Purchaser shall request.

(C) The City hereby authorizes any and all of the material described above in Subsections A and B of this Section 3 and the Ancillary Documents, the information contained in the Official Statement and the Bond Ordinance and all other instruments, documents and agreements delivered pursuant to Section 8 of this Contract or in connection with the transactions contemplated hereby, for use in connection with the offering and sale of the Bonds. The City hereby ratifies, approves, and consents to the use and distribution by the Original Purchaser, prior to the date hereof, of the Preliminary Official Statement and hereby ratifies, approves and consents to the use of the Official Statement after the date hereof in connection with the offering and sale of the Bonds. The City deems final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended. The City hereby agrees to furnish such information, execute such instruments and take such other action at the expense of and in cooperation with the Purchaser as the Purchaser may deem reasonably necessary in order to qualify the Bonds for offering and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Purchaser may designate; provided, however, that the City shall not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

4. Representations and Warranties of the City.

The City represents and warrants to and agrees with the Purchaser that:

(A) City. The City is a non-home rule unit, municipal corporation duly organized and validly existing and is in good standing under the laws and the Constitution of the State of Illinois. The City is authorized and empowered by the Act and the Bond Ordinance and such other ordinances of the City as have been duly adopted by the City, to enter into the transactions contemplated by this Contract, the Bond Ordinance, the Official Statement, and the Ancillary Documents to which the City is or is to be a party. The adoption of each of the Bond Ordinance, the Proposing Ordinances and the Establishing Ordinances and the execution, delivery and performance by the City of this Contract, the Ancillary Documents to which the City is or is to be a party and the issuance of the Bonds are within the legal right, power and authority of the City, have been duly and validly authorized by all necessary proceedings of the City, and such execution, delivery and performance by the City as of the date of this Contract and as of the Closing Date do not and will not contravene, or constitute a breach of or default (with due notice or the passage of time or both) under, any provision of law, ordinance or regulation applicable to the City, or any provision of the municipal code or other rules and procedures of the City, or any judgment, order, decree, agreement or instrument binding on it or, except as described in the Official Statement, result in the creation of any lien or other encumbrance on any asset of the City. This Contract and the Bond Ordinance each constitute, and the Ancillary Documents to which the City is or is to be a party, when executed and delivered by the City and any other parties thereto, will constitute valid and binding agreements of the City enforceable against the City in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization, or other similar laws affecting creditors' rights generally and by the availability of equitable remedies, and the Bonds, when issued and delivered by the City in accordance with this Contract and the Bond Ordinance will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable against the City in accordance with their terms, except to the extent limited by bankruptcy, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by the availability of equitable remedies. When delivered to and paid for by the Purchaser at the Closing in accordance with the provisions of this Contract, the Bonds will conform in all material respects to the description thereof contained in the Official Statement.

(B) Use of Proceeds. The City will not take or omit to take any action which will in any way cause or result in the proceeds from the sale of the Bonds being applied other than as provided in the Bond Ordinance or the Indenture and as described in the Official Statement. Such proceeds will not be used by the City in a manner that would cause the Bonds or the Prior Bonds to be "arbitrage bonds" within the meaning of the Code, or any successor thereto, and the applicable regulations promulgated or proposed thereunder.

(C) Governmental Authorization. All authorizations, consents and approvals of any Governmental Body required in connection with the execution and delivery by the City of, or in connection with the performance by the City of its obligations under, the Bonds, the Bond Ordinance, the Proposing Ordinances, the Establishing Ordinances, this Contract, or the Ancillary Documents to which the City is or is to be a party, have been obtained and are in full force and effect, or will be obtained prior to Closing and will be in full force and effect as of the Closing Date.

(D) Official Statement. The descriptions and information contained in the Official Statement under the captions "INTRODUCTORY STATEMENT," "THE BONDS"

(other than information under the sub-caption "– Book-Entry Only System"), "PLAN OF FINANCE," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" (other than information under the sub-caption "– Value to Lien Ratio" and information in the fourth and fifth paragraphs under the subcaption "– Tax Assessment, Collection and Representative Property Taxes"), "THE AREAS"; "THE CITY," "THE SPECIAL SERVICE AREA AND THE SPECIAL TAXES," "LEGAL OPINIONS," "CONTINUING INFORMATION," "NO LITIGATION," "NO RATING" and "AUTHORIZATION" and in Appendix A thereto (collectively, the "City Information") are, and as of the date of the Closing, will be, true and correct in all material respects and such descriptions and information in the Official Statement, as of its date and as of the Closing Date will not contain an untrue, incorrect or misleading statement of a material fact; and such descriptions and information in the Official Statement do not, as of its date and as of the Closing Date will not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(E) No Liens or Encumbrances. Other than as specifically set forth in the Official Statement, there are no existing liens, claims, charges or encumbrances on or rights to any funds, revenues or interests pledged pursuant to the Bond Ordinance and the Indenture which are senior to, or on a parity with, the claims of the holders of the Bonds. Other than as specifically disclosed in the Official Statement, the City has not entered into any contract or arrangements of any kind, and there is no existing, pending, threatened, or anticipated event or circumstance that might give rise to any lien, claim, charge or encumbrance on or right to the assets, properties, funds, or interests pledged pursuant to the Bond Ordinance and the Indenture which would be prior to, or on a parity with, the claims of the holders of the Bonds. The City is lawfully entitled to receive, pledge and assign all amounts or revenues which have been pledged or assigned as security for the payment of the principal of and interest on the Bonds.

(F) No Litigation. Except as described in the Official Statement, as of the date of this Contract and as of the Closing Date (i) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the City or, to the knowledge of the City, threatened against the City, to restrain or enjoin, or threatening or seeking to restrain or enjoin, the issuance, sale or delivery of the Bonds or the delivery by the City of any of the Ancillary Documents to which the City is a party, or the collection of Pledged Funds, or in any way contesting or affecting the validity of the Bonds or the Prior Bonds, or any of the Ancillary Documents to which the City is a party, or in any way questioning or affecting (w) the proceedings under which the Bonds are to be issued or the Prior Bonds were issued, (x) the validity or enforceability of any provision of the Bonds, the Bond Ordinance, the Proposing Ordinances, the Establishing Ordinances or this Contract or any Ancillary Documents, (y) the authority of the City to collect the Pledged Funds, or to perform its obligations hereunder or with respect to the Bonds, or to consummate any of the transactions set forth in the Ancillary Documents to which it is or is to be a party as contemplated hereby or by the Bond Ordinance, the Indenture, or the Official Statement, (z) the legal existence of the City, or the title of its Mayor, Aldermen or officers to their offices, and (ii) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the City or, to the knowledge of the City, threatened against the City, involving any of the property or assets within the City

which may result in any material adverse change in the Pledged Funds, assets or the financial condition of the City.

(G) Certificates. Any certificate signed by an authorized officer of the City and delivered to the Purchaser and/or the Trustee shall be deemed a representation and covenant by the City to the Purchaser and/or the Trustee as to the statements made therein.

(H) The Ordinances. Each of the Bond Ordinance, the Proposing Ordinances and the Establishing Ordinances is in full force and effect, and has not been amended, modified, revoked or repealed. The City covenants to adopt an abatement ordinance abating the special taxes levied to pay the Prior Bonds at the first meeting held subsequent to the issuance of the Bonds and to file such Ordinance with the County Clerk of Kendall County.

5. Reserved.

6. Representations, Warranties and Agreements of the Purchaser.

(A) Public Offering. The Original Purchaser agrees to make a bona fide public offering of the Bonds at the initial offering price set forth on the cover of the Official Statement:

(i) The City has received and reviewed the disclosure letter dated _____ that is required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012); and

(ii) (a) the purchase and sale of the Bonds pursuant to this Contract is an arm's length commercial transaction between the City and the Purchaser; (b) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as a principal and is not acting as an agent, advisor or fiduciary of the City; and (c) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

(B) Official Statement. The descriptions and information contained in the Official Statement under the caption "UNDERWRITING" are, and as of the date of the Closing will be, true and correct in all material respects and such descriptions and information in the Official Statement, as of its date and as of the Closing Date, will not contain an untrue, incorrect or misleading statement of a material fact; and such descriptions and information in the Official Statement do not, as of its date and as of the Closing Date will not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

7. Termination of the Purchase Contract.

The Purchaser shall have the right to cancel Purchaser's obligations to purchase the Bonds, if, between the date hereof and the date of Closing, (i) legislation shall be enacted, or actively considered for enactment, by the Congress or recommended by the President of the United States to the Congress for passage, or favorably reported for passage to either House of

the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other agency or department of the United States shall be made or proposed to be made which has the purpose or effect, directly or indirectly, of imposing federal income taxes upon interest on the Bonds; (ii) any other action or event shall have transpired which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith or contemplated by the Official Statement, or, in the reasonable opinion of the Purchaser, such action or event pertaining to the federal income tax consequences referenced above materially adversely affects the market for the Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Original Purchaser of the Bonds; (iii) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States shall be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction over the subject matter shall be made, the effect of which is that (A) the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or (B) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; (iv) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Bonds, as contemplated herein and in the Official Statement, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; (v) there shall occur any event which in the reasonable judgment of the Purchaser either (A) makes untrue, incorrect or misleading in any material respect any statement or information contained in the Official Statement or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event, the City refuses to permit the Official Statement to be supplemented to correct or supply such statement or information, or the effect of the Official Statement as so corrected or supplemented is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering price, by the Purchaser of the Bonds; (vi) there shall occur any outbreak of hostilities or any regional, national or international calamity or crisis or a financial crisis and the effect is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the market for or the marketability of the Bonds or obligations of the general character of the Bonds; (vii) a general suspension of trading on the New York Stock Exchange is in force; (viii) a general banking moratorium is declared by federal or state authorities; (ix) there occurs any material adverse change in the affairs, operations or financial conditions of the City, except as set forth or contemplated in the Official Statement; (x) the Official Statement is not executed, approved and delivered in accordance with Section 3 above; (xi) in the reasonable judgment of the Purchaser, the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, might be adversely affected because: (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national

securities exchange, or (B) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters; (xii) a war involving the United States of America shall have been declared, or any conflict involving the armed forces of any country shall have escalated, or any other international, national or regional emergency relating to or affecting the effective operation of government or the financial community shall have occurred, which, in the reasonable judgment of the Purchaser, materially adversely affects the market for the Bonds or of obligations of the general character of the Bonds; (xiii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way protesting or affecting any authority for or the validity of the Bonds, the Bond Ordinance, the existence or powers of the City, or any event described or contemplated by the Official Statement; (xiv) there shall have occurred a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city or political subdivision of any state, the effect of which, in the reasonable judgment of the Purchaser, would materially adversely affect the ability of the Purchaser to market the Bonds.

8. Conditions of Closing.

The Purchaser's obligation to purchase the Bonds under this Contract is subject to the performance by the City of its obligations hereunder at and prior to the Closing Date, to the accuracy, in the reasonable discretion of the Purchaser, of the representations and warranties of the City contained herein as of the Closing Date, and, in the reasonable discretion of the Purchaser, to the following conditions, including the delivery of such documents as are enumerated herein in form and substance satisfactory to the Purchaser and its counsel as of the Closing Date:

(A) Ordinances in Effect and City in Compliance Therewith. At the time of the Closing (i) each of the Bond Ordinance, the Proposing Ordinances and the Establishing Ordinances shall be in full force and effect, and shall not have been amended, modified or supplemented since the date hereof, except as may have been agreed to in writing by the Purchaser, and the City shall have duly adopted and there shall be in full force and effect such additional ordinances or agreements as shall be, in the opinion of Bond Counsel, necessary in connection with the transactions contemplated hereby and (ii) the City shall perform or have performed all of its obligations required under or specified in this Contract with regard to the Bonds or the Bond Ordinance to be performed at, simultaneously with or prior to the Closing.

(B) Opinions of Bond Counsel. The Purchaser shall have received an unqualified approving legal opinion substantially in the form of Appendix C to the Official Statement and a supplemental legal opinion substantially in the form of Exhibit A hereto, each dated the Closing Date, addressed to the Purchaser and the Trustee, from Foley & Lardner LLP, Bond Counsel, satisfactory to the Purchaser in its reasonable discretion.

(C) Opinion of Purchaser's Counsel. The Purchaser shall have received an opinion dated the Closing Date, addressed to the Purchaser, from Bryan Cave LLP., satisfactory to the Purchaser in its reasonable discretion.

(D) Opinion of Counsel to the City. The Purchaser shall have received a favorable opinion dated the Closing Date, addressed to the Purchaser, Bond Counsel and the Trustee, from Kathleen Field Orr & Associates, counsel to the City, satisfactory to the Purchaser in its reasonable discretion, substantially in the form of Exhibit B hereto.

(E) Continuing Disclosure. An executed copy of the Continuing Disclosure Undertaking substantially in the form attached to the Official Statement shall have been executed and delivered by the City and the Dissemination Agent named therein.

(F) Performance: No Default. The City shall have performed and complied with all agreements and conditions herein required to be performed or complied with by the City prior to or on the Closing Date, and at the time of the Closing no event of default or default shall have occurred and be continuing with respect to the Ancillary Documents or the Bonds.

(G) Ancillary Documents. At the Closing Date, (i) all of the Ancillary Documents shall be in full force and effect, shall have been duly executed and copies delivered to the Purchaser by, and shall constitute valid and binding agreements of, the parties thereto, shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser and there shall be no defaults or events of default thereunder and (ii) the proceeds of the sale of the Bonds shall be applied or deposited with the Trustee for application as described in the Bond Ordinance, the trust indentures for the Prior Bonds and the Official Statement.

(H) Closing Certificate of City. The City shall have delivered to the Purchaser a certificate dated the Closing Date, addressed to the Purchaser and the Trustee signed by the Mayor in form and substance reasonably satisfactory to the Purchaser.

(I) The Bonds. The Bonds shall have been duly authorized, executed, authenticated, delivered, and the proceeds from the sale thereof applied, in accordance with the provisions of the Bond Ordinance and the Indenture

(J) Trustee's Certificate. The Purchaser shall have received a certificate dated the Closing Date of an authorized officer of the Trustee, addressed to the Purchaser reasonably acceptable in form and substance to the Purchaser.

(K) Form 8038-G. The Purchaser shall have received a copy of the completed Form 8038-G of the Internal Revenue Service executed by the City.

(L) Officers' Certificates. The Purchaser shall have received any and all certificates required to be furnished by the provisions of any Ancillary Document to be obtained or furnished by the City at or prior to Closing.

(M) Specimen Bonds. The Purchaser shall have received specimen Bonds.

(N) Certified Copies of Ordinances. The Purchaser shall have received certified copies of the Bond Ordinance, the Proposing Ordinances and the Establishing Ordinances. The Bond Ordinance shall include authorization for execution and delivery of this Contract. The Bond Ordinance shall have been filed with the County Clerk of Kendall County.

The form of an abatement ordinance abating the special taxes levied for the Prior Bonds shall be delivered to the Purchaser.

(O) [Bond Insurance Policy. The Original Purchaser shall have received evidence of the issuance of the financial guaranty insurance policy in the form of the specimen policy attached as Appendix C to the Official Statement which Bond Insurance Policy shall be in full force and effect as of the Closing.]

(P) Opinion of Bond Insurer's Counsel. The Original Purchaser shall have received an opinion of counsel to the Bond Insurer, dated the date of the Closing and addressed to the City and the Original Purchaser regarding the validity of the Bond Insurance Policy and the accuracy and completeness of the Official Statement as to the Bond Insurer.

(Q) Special Tax Rolls and Reports. The Purchaser shall have received a copy of the Special Tax Rolls and Reports substantially in the form attached to the Official Statement.

(R) Special Tax Rolls and Reports Consent. The Purchaser shall have received from the preparers of the Special Tax Rolls and Reports a letter dated the Closing Date, addressed to the Purchaser regarding such preparer's qualifications and the preparer's consent to the inclusion of the Special Tax Rolls and Reports in the Official Statement.

(S) Ratings. The Original Purchaser shall have received evidence that the Bonds have received an insured rating of "AAA" from Standard & Poor's Ratings Group.

(T) Additional Opinions, Certificates, etc. The Purchaser shall have received such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser, the City or their respective counsel may deem reasonably necessary or desirable.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Contract shall be deemed to be in compliance with the provisions of this Contract only if in the reasonable judgment of the Purchaser, they are satisfactory in form and substance.

If there shall be a failure to satisfy the conditions of the Purchaser's obligations contained in this Contract or if the Purchaser's obligations to purchase the Bonds shall be terminated for any reason permitted by this Contract, this Contract shall terminate, and the Purchaser and the City shall not have any further obligations hereunder, except for the obligations set forth in Section 10 hereof which shall remain in full force and effect.

9. Changes Affecting the Official Statement.

At any time prior to the Closing, the City agrees to supplement or amend the Official Statement whenever requested by the Purchaser when, in the reasonable judgment of the Purchaser and the City, such supplement or amendment is required. No amendment or supplement to the Official Statement shall be made without the approval of the Purchaser. After the Closing and so long as the Original Purchaser or any participating dealer shall be offering Bonds, but not later than 90 days after the date of this Contract, if any event shall occur as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances under which they are made, not misleading,

the City will so advise the Purchaser. In any such case, the City shall cooperate in the preparation, execution and delivery of either amendments to the Official Statement or supplemental information so that the statements in the Official Statement, as so amended or supplemented will not, in light of the circumstances under which such statements were made, be misleading. The cost of providing such amendments or supplements shall be paid by the City which costs may be reimbursed from amounts made available under the Bond Ordinance and the Indenture as Administrative Costs.

10. Payment of Expenses.

All fees, costs and expenses associated with the issuance of the Bonds, including without limitation, the reasonable fees and disbursements of the preparer of the Special Tax Report, the Purchaser's legal counsel, Bryan Cave, LLP, Bond Counsel, Foley & Lardner LLP, and the City's counsel, Kathleen Field Orr & Associates, shall be disbursed and paid by the Trustee from the proceeds of the Bonds.

11. Notices.

Except as otherwise provided in this Contract, whenever notice is required to be given pursuant to the provisions of this Contract, such notice shall be in writing and shall be mailed by first class mail postage prepaid.

12. Law Governing.

This Contract shall be construed in accordance with and governed by the laws of the State of Illinois.

13. Headings.

The headings of the paragraphs and subparagraphs of this Contract are inserted for convenience only and shall not be deemed to constitute a part of this Contract.

14. Counterparts.

This Contract may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

15. Parties and Interests.

This Contract is made solely for the benefit of the City and the Purchaser, including the successors and assigns of the Purchaser, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

16. Reserved.

17. Further Financial Reports. The City agrees to provide the financial reports and information described in the Indenture which it has covenanted to provide to the Trustee, to the Original Purchaser, the Bond Insurer and any Bondholder upon written request.

18. Amendment or Assignment.

This Contract may not be amended except through the written consent of all of the parties hereto and is not assignable.

19. Survival of Representations, Warranties, Agreements and Obligations.

Each respective representation, warranty and agreement of the City and the Purchaser shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Purchaser and the City and shall survive the Closing. This Section 19, the obligations of the City under Sections 9, 10, 16 and 17 hereof, and the obligations of the Purchaser under Section 16 hereof, hereof shall survive any termination of this Contract pursuant to its terms.

20. Severability.

If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Contract shall not affect the validity of the remaining portions of this Contract, or any part hereof.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

WILLIAM BLAIR & COMPANY, LLC

By: _____
Its: _____

Accepted and agreed to by the under-signed
as of the date first above written.

UNITED CITY OF YORKVILLE, an Illinois
municipal corporation

By: _____
Gary J. Golinski, Mayor

Schedule I

$_____
United City of Yorkville, Kendall County, Illinois
Special Service Area Numbers 2005-108 and 2005-109
Special Tax Refunding Bonds, Series 2016

MATURITY SCHEDULE

Maturity (March 1)	Amount	Interest Rate	Price	Yield

$_____ _____% Term Bonds Due March 1, ___ Price _____% Yield _____%
$_____ ____ % Term Bonds Due March 1, ____ Price _____% Yield _____%

_____
All Bonds are to be dated their date of issuance

EXHIBIT A

_____

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

William Blair & Company, L.L.C.
222 West Adams Street
Chicago, Illinois 60606

Amalgamated Bank of Chicago
30 North LaSalle Street
38th Floor
Chicago, Illinois 60602

Re: $_____
United City of Yorkville, Kendall County, Illinois
Special Service Area Numbers 2005-108 and 2005-109
Special Tax Refunding Bonds Series 2016

Ladies and Gentlemen:

We have served as Bond Counsel to the United City of Yorkville, Kendall County, Illinois (the "City") with respect to the issuance today of the $_____ United City of Yorkville, Kendall County, Illinois, Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 (the "Bonds"). The Bonds are issued pursuant to an ordinance adopted by the City on February __, 2016 (the "Bond Ordinance"), a Bond Order of the City executed pursuant thereto and a Trust Indenture dated as of February 1, 2016 (the "Trust Indenture") between the City and Amalgamated Bank of Chicago, as trustee.

We have delivered to you an executed copy of our approving opinion, dated today, addressed to you with respect to the Bonds. Based upon our examination as described in that opinion, we are further of the opinion that the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

We are further of the opinion that statements contained in the Official Statement dated February __, 2016 relating to the Bonds under the sections entitled "THE BONDS" (other than information under the subcaption "– Book-Entry-Only System" as to which no view is expressed); "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS;" (other than information under the subcaptions " "Value to Lien Ratio" and "Representative Property Taxes" as to which no view is expressed); "THE SPECIAL SERVICE AREA AND SPECIAL TAXES" (other than information under the subcaptions "Levy Abatement and Collection of Special

Taxes" and "Special Service Area Special Tax Rolls and Reports" as to which no view is expressed); "TAX MATTERS", and in Appendix C – Form of Bond Counsel Opinion thereto insofar as the statements contained under such sections or in such Appendix purport to describe or summarize certain provisions of the Bonds, the Bond Ordinance and the Trust Indenture, or summarize such opinion, present an accurate description or summary of such provisions and opinion.

Very truly yours,

FOLEY & LARDNER LLP

EXHIBIT B

_____

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Foley & Lardner LLP
321 North Clark Street, Suite 2800
Chicago, Illinois 60610

William Blair & Company, L.L.C.
222 West Adams Street
Chicago, Illinois 60606

Amalgamated Bank of Chicago
30 North LaSalle Street
38th Floor
Chicago, IL 60602

Re: $_____ United City of Yorkville, Kendall County, Illinois Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016

Ladies and Gentlemen:

We have served as counsel for the United City of Yorkville, Illinois (the "City") in connection with the execution and delivery of the Bond Purchase Agreement dated _____ (the "Purchase Agreement") by and between the City and William Blair & Company, L.L.C. (the "Purchaser") providing for the purchase by the Purchaser of the United City of Yorkville, Kendall County, Illinois, Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 (the "Bonds") issued pursuant to a Trust Indenture dated as of February 1, 2016 (the "Trust Indenture") between the City and Amalgamated Bank of Chicago, as trustee. Terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement. This opinion is being delivered to you at the express direction of the City and pursuant to the Purchase Agreement.

In such capacity, we have examined the following:

a. the Purchase Agreement;

b. the Preliminary Official Statement of the City dated _____, 2016 (the "Preliminary Official Statement") and the Official Statement of the City dated May 15, 2013 relating to the Bonds (the "Final Official Statement", and together with the Preliminary Official Statement, the "Official Statement");

c. the Trust Indenture;

d. the Continuing Disclosure Undertaking dated _____, 2016 (the "Continuing Disclosure Undertaking") executed and delivered by the City;

e. the Tax Compliance Certificate and Agreement dated _____, 2016 (the "Tax Compliance Certificate"); and

f. The City Ordinance adopted February __, 2016 relating to the Bonds (the "Bond Ordinance") and City Ordinances Nos. 2006-25 and 2006-17 (the "Establishing Ordinances");

and such other documents as we have deemed necessary to render this Opinion.

As counsel to the City, we advised the City as to applicable requirements and performed other legal services necessary in order to enable us to render the opinions set forth below. Additionally, we participated in reviews and discussions with representatives of the Underwriter, Bond Counsel, and the Trustee relating to the Official Statement.

For the purposes of this opinion, we have assumed that:

a. The execution and delivery of all documents reviewed by us, and the entry into and performance of the transactions contemplated by the Purchase Agreement and the Indenture by all parties other than the City have been duly authorized by all necessary actions and that said agreements constitute the valid and binding obligations of all parties other than the City.

b. All natural persons who are signatories to the Purchase Agreement, the Continuing Disclosure Undertaking and the Indenture on behalf of parties other than the City were legally competent at the time of execution.

c. All signatures on behalf of parties other than the City on said agreements and other documents reviewed by us are genuine.

d. The copies of all documents submitted to us are accurate and complete and conform to originals.

Based upon our familiarity with the City, and the proceedings, showings and related matters of law with respect to the foregoing, but subject to the assumptions set forth herein, we are of the opinion that:

1. The City is a municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has full legal right, power and authority to adopt the Bond Ordinance and the Establishing Ordinances, and to enter into, execute and deliver the Purchase Agreement, the Final Official Statement, the Continuing Disclosure Undertaking, the Indenture and the Tax Compliance Certificate (the foregoing documents are hereafter collectively referred to as the "City Agreements"), to consummate all transactions contemplated thereby, and to issue and sell the Bonds for the purposes described in the Official Statement.

2. Each of the members or officers of the City executing the City Agreements and other closing documents executed in connection with the delivery of the Bonds has been authorized to do so.

3. The Establishing Ordinances and the Bond Ordinance were each duly authorized and adopted by the City at a meeting of the Corporate Authorities of the City, which was called and held pursuant to law and with the public notice required by law and at which a quorum was present and acting throughout and each such Ordinance is in full force and effect, and has not been amended, modified, revoked, repealed or supplemented since the respective dates thereof.

4. Each of the City Agreements has been duly authorized by all necessary action on the part of the City, has been duly executed and delivered by authorized officers of the City and constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies.

5. The Final Official Statement has been duly executed and delivered by the City. The use by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds has been authorized and ratified by the City.

6. The Bonds have been duly authorized by all necessary action on the part of the City, have been duly executed by the authorized officers of the City and have been validly issued by the City and constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, subject to the qualification that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies.

7. Other than as set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or by any court, public board or body pending or, to our knowledge, threatened against or affecting the City, or, to our knowledge, is there any basis for any such action, suit, proceeding or investigation in any way (i) contesting or affecting the proceedings under which the Bonds are to be issued and delivered; (ii) contesting or affecting the collection, application or validity of the Special Taxes or the special tax levy; (iii) contesting or affecting the creation, organization, existence or powers of the City or the Areas, or the titles of the Mayor, Aldermen and officers to their respective offices; (iv) which seeks to enjoin or restrain the issuance, sale and delivery of the Bonds; (v) questioning or affecting any of the rights, powers, duties or obligations of the City with respect to the Special Tax or the monies and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds; (vi) questioning or affecting any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds; or (vii) questioning or affecting the City Agreements, the Bond Ordinance, the Establishing Ordinances or the transactions contemplated by the City Agreements, the Bond Ordinance or the Establishing Ordinances.

8. The authorization, execution and delivery by the City of the City Agreements do not, and the compliance with the provisions thereof by the City, under the circumstances contemplated therein, will not, in any material respect, conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party under any law, regulation, order, ordinance or consent decree of any court or governmental tribunal to which the City is subject.

9. The adoption of the Bond Ordinance and the Establishing Ordinances, the execution and delivery by the City of the Bonds and compliance by the City with the provisions thereof, under the circumstances contemplated thereby, do not and will not violate any applicable judgment, order or regulation of any court or of any public or governmental agency or authority of the State of Illinois and will not conflict with, or result in a breach of, any of the terms and provisions of, or constitute a default under, any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is or may be bound.

10. Based upon our familiarity with the City to the extent of our capacity as special counsel to the City, our involvement in the negotiation of the City Agreements and the issuance of the Bonds by the City, nothing has come to our attention and we have no reason to believe that the information contained in the Official Statement in or under the captions "INTRODUCTORY STATEMENT"; "THE BONDS" (other than information under the sub-caption "– Book-Entry Only System"); "PLAN OF FINANCE"; "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" (other than information under the sub-caption "– Value to Lien Ratio"); "THE AREAS"; "THE CITY"; "THE SPECIAL SERVICE AREA AND THE SPECIAL TAXES"; "RISK FACTORS – Limited Source of Funds" and "– Loss of Tax Exemption"; "LEGAL OPINIONS"; "CONTINUING DISCLOSURE"; "NO LITIGATION"; "BOND RATING" and "AUTHORIZATION" and in Appendix A thereto (except with respect to financial information and statistical data contained therein, as to which we express no opinion), contains any untrue statement of a material fact or omits any material fact that is necessary to be stated therein in order to make the statements therein, in light of the circumstances in which they were made, not misleading.

This opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. This opinion is rendered solely for the benefit of the persons or entities to whom it is addressed and no other person or entity shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned.

Very truly yours,

EXHIBIT D

PRELIMINARY OFFICIAL STATEMENT DATED _____

NEW ISSUE - BOOK ENTRY ONLY

[RATING: S&P "__"]
See "Bond Rating" herein

In the opinion of Foley & Lardner LLP, Bond Counsel, under existing law, if there is continuing compliance with certain requirements of the Internal Revenue Code of 1986, interest on the Bonds will be excluded from gross income for Federal income tax purposes except as described under "TAX EXEMPTION" herein. In the opinion of Bond Counsel, the Bonds are not "private activity bonds," and the interest thereon is therefore not required to be included as an item of tax preference in computing "alternative minimum taxable income." Interest on the Bonds is not exempt from Illinois income taxes. See also Appendix D for the proposed form of the opinion of Bond Counsel.

$30,415,000*
UNITED CITY OF YORKVILLE
Kendall County, Illinois
Special Service Area Numbers 2005-108 and 2005-109
Special Tax Refunding Bonds, Series 2016

Dated: Date of Delivery **Due: March 1 as shown on the inside cover**

This Official Statement is being furnished in connection with the United City of Yorkville, Kendall County, Illinois, Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 (the "Bonds"). The Bonds will be secured by a pledge of Special Taxes (as defined herein) and certain other amounts held in funds established pursuant to the Trust Indenture dated as of February 1, 2016 (the "Indenture") between the United City of Yorkville, Kendall County, Illinois (the "City") and Amalgamated Bank of Chicago, as Trustee (the "Trustee").

The Bonds are issuable only as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in book entry form only, in denominations of $5,000 or integral multiples of $1,000 in excess thereof. Beneficial Owners of the Bonds will not receive physical certificates representing their interest in the Bonds purchased. Principal of, premium, if any, and interest (payable on March 1 and September 1 of each year, commencing September 1, 2016) on the Bonds are payable by the Trustee to DTC, which will remit such principal, premium, if any, and interest to DTC's Participants, who in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds, as described herein.

The Bonds are subject to optional, mandatory and special mandatory redemption prior to maturity as set forth herein.

THE BONDS ARE BEING ISSUED PURSUANT TO THE SPECIAL SERVICE AREA TAX LAW OF THE STATE OF ILLINOIS, AS AMENDED, AND, IN THE OPINION OF BOND COUNSEL, WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (THE "CITY"), PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAX AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS ESTABLISHED AND MAINTAINED PURSUANT TO THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF KENDALL, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY (OTHER THAN THE LEVY OF THE SPECIAL TAX AS DESCRIBED HEREIN) FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by _____. See also "BOND INSURANCE" and Appendix C hereto for the Specimen Municipal Bond Insurance Policy.

[insert bond insurer logo]

The Bonds are offered when, as and if issued, subject to prior sale, withdrawal or modification of the offer without notice, the approving legal opinion of Foley & Lardner LLP, Chicago, Illinois, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by Bryan Cave LLP, Chicago, Illinois, and for the City by Kathleen Field Orr & Associates, Chicago, Illinois. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York on or about February ___, 2016.

William Blair & Company

This Preliminary Official Statement the information contained herein are subject to completion and amendment without notice. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any jurisdiction.

* Preliminary, subject to change.

MATURITIES AND PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS OR PRICES AND CUSIPs*

UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
$30,415,000* SPECIAL TAX REFUNDING BONDS, SERIES 2016

MATURITY (March 1)	AMOUNT	INTEREST RATE	YIELD	CUSIP*

* CUSIP data herein are provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only at the time of issuance of the Bonds and the City does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

**Yield to first call of March 1, ____

*Preliminary, subject to change.

OFFICIAL STATEMENT

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale in such jurisdiction. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representation other than as contained in this Official Statement in connection with the offering described herein, and, if given or made, such information or representation must not be relied upon as having been authorized. Certain information contained herein has been obtained from the City, DTC, the municipal bond insurer and other sources which are believed by the Underwriter to be reliable, but it is not guaranteed as to accuracy or completeness. In accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, the Underwriter has reviewed the information in this Official Statement, but does not guarantee the accuracy or completeness of such information. Neither the delivery of this Official Statement nor the sale of any of the Bonds shall imply that the information herein is correct as of any time subsequent to the date hereof.

This Official Statement should be considered in its entirety and no one factor should be considered more or less important than any other by reason of its position in this Official Statement. Where statutes, reports, agreements or other documents are referred to herein, reference should be made to such statutes, reports, agreements or other documents for more complete information regarding the rights and obligations of parties thereto, facts and opinions contained therein and the subject matter thereof.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939 IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

[_____ ("____")] makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, [____] has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding [___] supplied by [____] and presented under the heading "BOND INSURANCE" and "**APPENDIX C** - Specimen Municipal Bond Insurance Policy".]

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME WITHOUT NOTICE. THE PRICES AND OTHER TERMS RESPECTING THE OFFERING AND SALE OF THE BONDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER AFTER THE BONDS ARE RELEASED FOR SALE, AND THE BONDS MAY BE OFFERED AND SOLD AT PRICES OTHER THAN THE INITIAL OFFERING PRICES, INCLUDING SALES TO DEALERS WHO MAY SELL THE BONDS INTO INVESTMENT ACCOUNTS.

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that it would continue to exist or that the Bonds could in any event be sold for any particular price. Any statements made in this Official Statement, including the Appendices, involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such estimates will be realized.

In connection with the issuance of the Bonds, the City will enter into a Continuing Disclosure Agreement with Amalgamated Bank of Chicago. See "CONTINUING DISCLOSURE" herein.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included in or incorporated by reference in this Official Statement that are not purely historical are "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended, and reflect the City's current expectations, hopes, intentions, or strategies regarding the future. Such statements may be identifiable by the terminology used such as "plan," "expect," "estimate," "budget," "intend" or other similar words.

UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT ARE BASED ON INFORMATION AVAILABLE TO THE CITY ON THE DATE HEREOF, AND THE CITY ASSUMES NO OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR, OTHER THAN AS INDICATED UNDER THE CAPTION "CONTINUING DISCLOSURE."

UNITED CITY OF YORKVILLE, ILLINOIS

MAYOR

GARY J. GOLINSKI

ALDERMAN

Carlo Colosimo	Ken Koch	Jacquelyn Milschewski
Joel Frieders	Larry Kot	Seaver Tarulis
Chris Funkhouser		Diane Teeling

OFFICIALS

Beth Warren *City Clerk*		Bart Olson *City Administrator*
Eric Dhuse *Director of Public Works*	Rob Fredrickson *Finance Director/Deputy Treasurer*	Kathleen Field Orr, Esq. *City Attorney*

PROFESSIONAL SERVICES

BOND COUNSEL
Foley & Lardner LLP
Chicago, Illinois

SPECIAL SERVICE AREA ADMINISTRATOR
David Taussig & Associates, Inc.
Newport Beach, California

TRUSTEE
Amalgamated Bank of Chicago
Chicago, Illinois

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$30,415,000*
United City of Yorkville
Kendall County, Illinois
Special Service Area Numbers 2005-108 and 2005-109
Special Tax Refunding Bonds, Series 2016

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page and Appendices attached hereto, is provided to furnish information in connection with the issuance and sale by the United City of Yorkville, Kendall County, Illinois (the "City") of $_____ aggregate principal amount Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 (the "Bonds"). The Bonds will be issued by the City pursuant to (i) the Illinois Constitution of 1970; (ii) the Special Service Area Tax Law of the State of Illinois (the "Special Service Area Act"); (iii) the Illinois Local Government Debt Reform Act; (iv) Ordinance No. _____ of the City adopted at a meeting of the City Council on _____ (the "Bond Ordinance") providing for the issuance of the Bonds; and (v) a Trust Indenture dated as of _____, 2016 (the "Trust Indenture") between the City and Amalgamated Bank of Chicago, Chicago, Illinois, as trustee (the "Trustee"). The Bonds will be issued as fully registered bonds without coupons in book entry only form in denominations of $5,000 or any integral multiple of $1,000 in excess thereof. The Bonds will be secured primarily by the proceeds of the Special Tax (as defined in the Special Tax Rolls and Reports attached hereto as Appendix A and hereafter referred to as the "Special Tax Reports") levied on certain property within the United City of Yorkville Special Service Area Number 2005-108 ("SSA 2005-108") and Special Service Area Number 2005-109 ("SSA 2005-109" and, together with SSA 2005-108, the "Areas" or the "Special Service Areas"). In addition, the Bonds will be payable from and secured by certain funds established pursuant to the Trust Indenture. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" herein. Capitalized terms used but not defined herein shall have the meaning given such terms in the Trust Indenture. See "Appendix B – Trust Indenture."

SSA 2005-108 was originally developed by Centex Homes and is located on the northwest side of Illinois Route 34, east of State Route 47 and west of Bristol Ridge Road. SSA 2005-108 consists of finished lots for up to 348 detached single family homes ("Single Family Homes") and 150 townhomes ("Townhomes").

SSA 2005-109 was originally developed by Pulte Homes and is located at State Route 47 and Galena Road. SSA 2005-109 includes finished lots for up to 208 Single Family Homes, 288 condominiums ("Condominiums") and 280 Townhomes. The development of such Single Family Homes, Condominiums and Townhomes within the Areas are referred to as the "Project". A finished lot for a Single Family Home shall be sometimes referred to herein as a "Single Family Home Parcel." A finished lot for a Condominium unit shall be sometimes referred to herein as a "Condominium Parcel." A finished lot for a Townhome unit shall be sometimes referred to herein as a "Townhome Parcel."

The City previously issued its (i) $14,980,000 Special Service Area Number 2005-108 Special Tax Bonds, Series 2006 (Autumn Creek Project) (the "2005-108 Prior Bonds") pursuant to a Trust Indenture dated as of April 1, 2006 between the City and The Bank of New York Trust Company, as trustee; and, (ii) $19,000,000 Special Service Area Number 2005-109 Special Tax Bonds, Series 2006 (Bristol Bay I Project) (the "2005-109 Prior Bonds") pursuant to a Trust Indenture dated as of March 1, 2006 between the City and The Bank of New York Trust Company, as trustee. The 2005-108 Prior Bonds and the 2005-109 Prior Bonds are hereinafter collectively referred to as the "Prior Bonds" and the indentures under which the Prior Bonds were issued are hereinafter collectively referred to as the "Prior Indentures". The proceeds of the Prior Bonds were used to, among other things, finance a portion of the costs of the acquisition and construction of certain improvements by the City consisting of water mains, sanitary sewers, storm sewers, roadway construction, street lighting, erosion control, landscaping, earthwork, City engineer's review and inspection, and engineering and surveying (collectively, the "Improvements") with respect to the Project. See "THE AREAS.

***Preliminary, subject to change**

”The proceeds of the Bonds will be used to: (i) make a deposit to the Reserve Fund for the Bonds in the amount of the Reserve Requirement equal to $_____; (ii) make an initial deposit to the Administrative Expense Fund; (iii) make a deposit to the Special Reserve Fund; (iv) pay the premium owed for the Bond Insurance Policy; and (v) currently refund all of the outstanding Prior Bonds. See “THE BONDS.”

IN THE OPINION OF BOND COUNSEL, THE BONDS WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAXES (AS PROVIDED IN THE BOND ORDINANCE, THE SPECIAL TAX REPORTS AND THE TRUST INDENTURE) AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS AND ACCOUNTS ESTABLISHED AND MAINTAINED UNDER THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF KENDALL, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY (OTHER THAN THE LEVY OF THE SPECIAL TAX) FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

A copy of any document or agreement referred to herein may be obtained upon request from William Blair & Company, L.L.C. (the “Underwriter”).

THE BONDS

General Description of the Bonds

The Bonds will be issued in the aggregate principal amount of $30,415,000*, will bear interest at the rates, and will mature on the dates, as set forth on the inside cover of this Official Statement and are subject to optional, mandatory and special redemption as described herein. The Bonds will be issued only as fully registered bonds without coupons in book entry form, initially in authorized denominations of $5,000 or any integral multiple of $1,000 in excess thereof.

The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Bonds. Principal of, premium, if any, and interest on the Bonds will be paid by the Trustee directly to DTC, which will remit such principal, premium, if any, and interest to DTC’s Participants, who, in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds. See “THE BONDS - Book Entry Only System.”

Interest on the Bonds will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each, an “Interest Payment Date”), commencing September 1, 2016. Interest on the Bonds shall be calculated on the basis of a 360 day year composed of twelve 30 day months.

The sum of $30,415,000 shall be borrowed by the City pursuant to the Special Service Area Act and the Local Government Debt Reform Act for the purpose of currently refunding all of the outstanding Prior Bonds including the costs of the City in connection with the issuance of the Bonds, and making deposits to the Reserve Fund and the Administrative Expense Fund all as provided in the Bond Ordinance and the Trust Indenture. The Bonds shall be designated “Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016” and shall be numbered consecutively from R-1 upward but need not be authenticated or delivered in consecutive order. The Bonds will be dated as of the date of the date of their delivery.

***Preliminary, subject to change**

Redemption

Mandatory Sinking Fund Redemption. The Bonds maturing on March 1, 2036 are Term Bonds and are subject to mandatory redemption from amounts on deposit in the Bond and Interest Fund, in part and randomly, at the Redemption Price of par and accrued interest to the date of redemption on March 1 of the years and in the amounts as follows:

Year*	**Amount***
2017	805,000
2018	875,000
2019	925,000
2020	975,000
2021	1,030,000
2022	1,090,000
2023	1,155,000
2024	1,225,000
2025	1,300,000
2026	1,380,000
2027	1,465,000
2028	1,565,000
2029	1,665,000
2030	1,775,000
2031	1,885,000
2032	2,000,000
2033	2,125,000
2034	2,255,000
2035	2,390,000
2036	2,530,000

The City covenants that it will redeem the Bonds pursuant to the mandatory sinking fund redemption requirements for the Bonds to the extent amounts are on deposit in the Bond and Interest Fund. Proper provision for mandatory redemption having been made, the City covenants that the Bonds so selected for redemption shall be payable upon redemption and taxes have been levied and will be collected as provided in the Trust Indenture and in the Bond Ordinance for such purposes.

Optional Redemption. The Bonds are also subject to optional redemption prior to maturity at the option of the City, in whole or in part, on any date on or after March 1, 2026, at a redemption price of par plus accrued and unpaid interest to the date of redemption:

Any optional redemption of the Bonds in part will be applied, to the extent possible, to reduce pro rata the amount of the Bonds required to be redeemed by mandatory sinking fund redemption, so as to maintain the proportion of principal maturing in each year to the total original principal amount of the Bonds.

Mandatory Redemption Upon Condemnation and Change in Density. The Bonds are also subject to mandatory redemption on any Interest Payment Date, in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the City in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the City

within the Areas and allocable to the Bonds as determined by the Consultant and which proceeds are not used by the City to rebuild the Special Services.

The Bonds are subject to mandatory redemption of any Interest Payment Date, in whole or in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the event the Consultant notifies the Trustee of a mandatory prepayment of the Special Taxes upon a reduction in the Maximum Parcel Special Taxes (as defined in the Special Tax Reports) as a result of a reduction in the number of Single Family Homes, Condominiums or Townhouses within the Areas as set forth in the final plat or plats of subdivision approved by the City or any other event that reduces the total of the Maximum Parcel Special Tax as described in, and in the amount set forth in, Section VI.G of the Special Tax Reports.

Any mandatory redemption of the Bonds pursuant to the paragraphs above shall be applied, to the extent possible, to reduce pro rata the amount of Bonds required to be redeemed by mandatory sinking fund redemption and so as to maintain the proportion of principal maturing in each year to the total original principal amount of the Bonds.

Special Mandatory Redemption from Optional Prepayment of Special Tax. Property owners may prepay the Maximum Parcel Special Tax at any time. See "THE BONDS – Optional Prepayment of Special Tax" and the Special Tax Reports attached hereto as Appendix A for a description of the ability of an owner of a Parcel to prepay the Special Tax. The proceeds received from any such prepayments will be used to redeem the Bonds in part. Consequently, the Bonds are also subject to mandatory redemption on any March 1, June 1, September 1 or December 1, in part, from prepayments of the Special Tax from amounts available for disbursement from the Special Redemption Account (which includes optional prepayments of the Special Tax and amounts transferred from the Reserve Fund and the Special Reserve Fund to the Special Redemption Account pursuant to the Trust Indenture) pursuant to the Trust Indenture, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest on such Bonds to the date fixed for redemption:

Redemption Dates	Redemption Prices
On or prior to February 28, 2025	102%
March 1, 2025 through February 28, 2026	101%
March 1, 2026 and thereafter	100%

Any special mandatory redemption of the Bonds pursuant to the previous paragraph will be applied, to the extent possible, to reduce pro rata the amount of the Bonds required to be redeemed by mandatory sinking fund redemption and so as to maintain the proportion of principal maturing in each year to the total original principal amount of the Bonds.

Redemption Provisions; Notice of Redemption. If less than all the Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar appointed in the Trust Indenture shall assign to each Bond of the maturities to be redeemed a distinctive number for each $1,000 of principal amount of that Bond. The Bond Registrar shall then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at $1,000 per number, shall equal the principal amount of the Bonds of that maturity to be redeemed; provided that following any redemption, no Bond shall be outstanding in an amount less than the minimum Authorized Denomination except (i) as necessary to effect the mandatory sinking fund redemption of the Bonds as set forth above, or (ii) to effect a special

mandatory redemption from optional prepayments when the total aggregate principal amount of Bonds outstanding is $100,000 or less. See "THE BONDS – General Description of the Bonds."

Notice of the redemption of any Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Bond or portion of a Bond called for redemption not less than 30 or more than 60 days before any date established for redemption of the Bonds, by the Bond Registrar, on behalf of the City, by first class mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of the Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Bond shall be a condition precedent to the redemption of that Bond, provided that any notice which is mailed in accordance with the Trust Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to mail notice to the owner of any Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Bond for which notice was properly given.

With respect to an optional redemption of any Bonds, unless moneys sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Purchase in Lieu of Redemption. In lieu of redemption as provided in the Trust Indenture, moneys in the Bond and Interest Fund may be used and withdrawn by the City, subject to the prior written consent of the Bond Insurer, for the purchase of outstanding Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the City may provide, but in no event may the Bonds be purchased at a price in excess of the principal amount of such Bonds, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Bonds were to be redeemed in accordance with the Trust Indenture.

Optional Prepayment of Special Tax

The manner in which the Special Tax may be prepaid is described in the Special Tax Reports included in this Official Statement as Appendix A. Generally, so long as there are no delinquent Special Taxes with respect to a Parcel (as defined in the Special Tax Reports), the Special Tax may be prepaid with respect to any Parcel at any time and the obligation to pay the Special Tax permanently satisfied by the payment of an amount equal to the amount of prepayment determined in accordance with the formula set forth in the Special Tax Reports. See the information included in Appendix A hereto for a more complete discussion of the calculation of the amount of prepayment of Special Tax.

Mandatory Prepayment of Special Tax

In addition to the optional prepayment as described above, upon any event that reduces the total of the Maximum Parcel Special Tax (as defined in the Special Tax Reports) such as a determination by the Consultant that there is a reduction in the number of Single Family Home Parcels, Condominium Parcels or Townhome Parcels below the number as set forth on the final plat of subdivision approved by the City, or any other event that reduces the total of the Maximum Parcel Special Tax, the Special Tax Reports calls for a mandatory prepayment of the Special Tax ("Mandatory Special Tax Prepayment"). The amount of the Mandatory Special Tax Prepayment is determined in accordance with the formula set forth in the Special Tax Reports. A Mandatory Special Tax Prepayment does not the Special Tax that has been levied on any Parcel.

See the information included in Appendix A hereto for a more complete discussion of Mandatory Special Tax Prepayments.

Book Entry Only System

THE INFORMATION PROVIDED IMMEDIATELY BELOW CONCERNING DTC AND THE BOOK-ENTRY-ONLY SYSTEM, AS IT CURRENTLY EXISTS, IS BASED SOLELY ON INFORMATION PROVIDED BY DTC AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITER OR THE CITY.

The Depository Trust Company ("DTC"), New York, NY, will act as bonds depository for the Bonds. The Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the issue of the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the

Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Payment of principal of, premium, if any and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of, premium, if any and interest on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered. The City may decide to

discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered as described in the Indenture.

NEITHER THE CITY, THE UNDERWRITER, NOR THE TRUSTEE, WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (2) THE PAYMENT BY ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF OR INTEREST OR PREMIUM ON THE BONDS; (3) THE DELIVERY BY ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE TRUST INDENTURE TO BE GIVEN TO BONDHOLDERS; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

[BOND INSURANCE

[insert bond insurance provisions]

RIGHTS OF BOND INSURER

The Trust Indenture contains a number of provisions required by Bond Insurer, which provisions shall govern so long as the Policy is in effect and Bond Insurer is not in default in its payment obligations under the Policy. Such provisions, among other things, grant Bond Insurer the right to receive notices of certain events and other information, the right to consent to certain actions, the right to control certain remedies of the Bondholders or the Trustee for the benefit of the Bondholders, and recognition as a third-party beneficiary under the Indenture. Bond Insurer shall be deemed to be the sole holder of the Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Bonds insured by it are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. Pursuant to the Indenture, the Trustee and each Bondholder appoint Bond Insurer as their agent and attorney-in-fact and agree that Bond Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding. In addition, the Trustee and each Bondholder delegate and assign to Bond Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. See "**APPENDIX B** – Trust Indenture".

PLAN OF FINANCE

General

The City will use the proceeds of the Bonds and moneys released under the Prior Indentures to (i) currently refund all of the outstanding Prior Bonds, plus fund the applicable redemption premium thereon, (ii) pay certain expenses incurred in connection with the issuance of the Bonds and the refunding of the Prior Bonds, (iii) fund the Reserve Fund in the amount of the Reserve Requirement equal to $_____, (iv) fund the Special Reserve Fund, and (v) make deposits to the Administrative Expense Fund.

Refunding of Prior Bonds

The City has determined the refunding of the Prior Bonds to be in the public interest and in furtherance of the public purposes of the City. The City expects to deposit $_____ from the proceeds of the Bonds and $_____ from amounts on deposit in certain funds held under the Prior Indentures for the Prior Bonds into the Reserve Fund created pursuant to each of the Prior Indentures for the purpose of refunding all of the outstanding Prior Bonds, including an amount necessary to pay the redemption premium on the Prior Bonds. The table below sets forth the maturity date, interest rate, principal amount (including redemption premium) payable to refund the Prior Bonds and the redemption date for each of the Prior Bonds.

Redemption of Prior Bonds

Bonds	Maturity Date	Interest Rate	Redemption Premium	Outstanding Par Amount	Redemption Date
2005-108 Prior Bonds	03/01/2036	6.00%	2%	[$14,102,000]	
2005-109 Prior Bonds	03/01/2036	5.875%	2%	[$17,839,000]	

Estimated Sources and Uses of Funds*

Sources of Funds:	
Par Amount of the Series 2016 Bonds	30,415,000
Prior Trustee Held Funds	5,035,029
Total Sources	**35,450,029**
Uses of Funds:	
Refunding of Prior Bonds	31,319,554
Deposit to Debt Service Reserve Fund	2,640,561
Deposit to the Special Reserve Fund	25,000
Deposit to the Administrative Expense Fund	15,000
Costs of Issuance	1,449,914
Total Uses	**35,450,029**

***Preliminary, subject to change**

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service schedule for the Bonds based on the maturity, and interest rate set forth on the cover of this Official Statement, assuming no redemptions other than mandatory sinking fund redemptions are made:

Bond Year Ending	Principal*	Interest*	Annual Debt Service*
3/1/2017	$805,000	$1,206,903	$2,011,903
3/1/2018	875,000	1,167,381	2,042,381
3/1/2019	925,000	1,147,606	2,072,606
3/1/2020	975,000	1,124,851	2,099,851
3/1/2021	1,030,000	1,098,526	2,128,526
3/1/2022	1,090,000	1,068,759	2,158,759
3/1/2023	1,155,000	1,035,078	2,190,078
3/1/2024	1,225,000	997,079	2,222,079
3/1/2025	1,300,000	955,184	2,255,184
3/1/2026	1,380,000	909,294	2,289,294
3/1/2027	1,465,000	858,924	2,323,924
3/1/2028	1,565,000	794,903	2,359,903
3/1/2029	1,665,000	726,513	2,391,513
3/1/2030	1,775,000	653,752	2,428,752
3/1/2031	1,885,000	576,185	2,461,185
3/1/2032	2,000,000	493,810	2,493,810
3/1/2033	2,125,000	406,410	2,531,410
3/1/2034	2,255,000	313,548	2,568,548
3/1/2035	2,390,000	215,004	2,605,004
3/1/2036	2,530,000	110,561	2,640,561
	30,415,000	15,860,268	46,275,268

***Preliminary, subject to change**

ESTIMATED SPECIAL TAX AND DEBT SERVICE COVERAGE*

The following table sets forth expected Special Tax and Debt Service Coverage:

Bond Year Ending	Senior Lien Debt Service	Administrative Expenses	Total Adjusted Debt Service	Total Special Tax	Debt Service Coverage
3/1/2017	2,011,903	40,000	2,051,903	2,566,299	1.25
3/1/2018	2,042,381	40,600	2,082,981	2,604,954	1.25
3/1/2019	2,072,606	41,209	2,113,815	2,643,816	1.25
3/1/2020	2,099,851	41,827	2,141,678	2,683,652	1.25
3/1/2021	2,128,526	42,455	2,170,981	2,723,768	1.25
3/1/2022	2,158,759	43,091	2,201,850	2,764,431	1.26
3/1/2023	2,190,078	43,738	2,233,816	2,805,801	1.26
3/1/2024	2,222,079	44,394	2,266,472	2,847,718	1.26
3/1/2025	2,255,184	45,060	2,300,243	2,890,342	1.26
3/1/2026	2,289,294	45,736	2,335,029	2,933,513	1.26
3/1/2027	2,323,924	46,422	2,370,345	2,977,653	1.26
3/1/2028	2,359,903	47,118	2,407,021	3,022,078	1.26
3/1/2029	2,391,513	47,825	2,439,337	3,067,472	1.26
3/1/2030	2,428,752	48,542	2,477,294	3,113,358	1.26
3/1/2031	2,461,185	49,270	2,510,455	3,160,213	1.26
3/1/2032	2,493,810	50,009	2,543,819	3,207,486	1.26
3/1/2033	2,531,410	50,759	2,582,169	3,255,595	1.26
3/1/2034	2,568,548	51,521	2,620,068	3,304,609	1.26
3/1/2035	2,605,004	52,294	2,657,298	3,354,312	1.26
3/1/2036	2,640,561	53,078	2,693,639	3,404,929	1.26
	$43,634,707	$871,869	$44,506,576		

(1) Trustee Fees and Administrative Fees are estimated at $40,000 per year increasing at 1.5% per year.
(2) Maximum parcel special taxes escalate annually at a rate of 1.5%.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

General

The Bonds and the interest thereon are limited obligations of the City secured and payable from (i) the Special Tax to be levied, extended and collected on all the taxable real property within the Areas subject to the Special Tax, (ii) amounts deposited in the Bond and Interest Fund the Reserve Fund, and the Special Redemption Account, including a portion of the proceeds of the Bonds and the interest, profits and other income derived from the investment thereof. When collected, the Special Tax, any Foreclosure Proceeds, including any interest and penalties collected in connection with the Special Taxes or Foreclosure Proceeds shall be placed in the Bond and Interest Fund. In addition, proceeds received by the City from a condemnation of any of the Special Services or any other property owned by or dedicated to the City within the Special Service Area and allocable to the Bonds which is not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund as security for the Bonds.

***Preliminary, subject to change**

The amount of Special Tax that the City may levy in the Areas in any year is strictly limited by the maximum rates approved by the Corporate Authorities at the time of formation of the Areas. The City is legally authorized under the Special Service Area Act, and has covenanted in the Trust Indenture, to extend and collect the Special Tax in an amount determined according to the Special Tax Reports. Pursuant to the Bond Ordinance the City has levied the Special Tax in the amounts set forth in the Total Maximum Parcel Special Tax column in the Table on page 31 hereinbelow under the caption "THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Rolls and Reports", and will abate such tax each year to the extent it is not required to pay principal or interest on the Bonds, replenish any reserve funds and Administrative Expenses. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Special Tax" below. The Special Tax Reports apportion the total amount of Special Tax to be collected among the Parcels in the Areas as more particularly described herein. Any Mandatory Special Tax Prepayment shall be levied against the property on which the reduction has or will occur. The Maximum Parcel Special Tax will remain unchanged for the property that did not result in the application of the prepayment provisions. See "THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Rolls and Reports" and "APPENDIX A – Special Tax Rolls and Reports."

The Special Tax

The levying of the Special Service Area Number 2005-108 Special Tax was authorized by the Corporate Authorities in Ordinance No. 2006-25, adopted at a meeting commenced on March 28, 2006 (the "SSA 2005-108 Establishing Ordinance"). Pursuant to the SSA 2005-108 Establishing Ordinance, the City caused (i) the SSA 2005-108 Establishing Ordinance to be recorded within 60 days of its adoption with the Recorder of Deeds of Kendall County, Illinois, and (ii) the Declaration of Consent of the Developer to be recorded on or before the date of delivery of the Bonds with the Recorder of Deeds of Kendall County, Illinois.

The levying of the Special Service Area Number 2005-109 Special Tax was authorized by the Corporate Authorities in Ordinance No. 2006-17, adopted at a meeting held on March 14, 2006 (the "SSA 2005-109 Establishing Ordinance" and, together with the SSA 2005-108 Establishing Ordinance, the Establishing Ordinance). Pursuant to the SSA 2005-109 Establishing Ordinance, the City caused (i) the SSA 2005-109 Establishing Ordinance to be recorded within 60 days of its adoption with the Recorder of Deeds of Kendall County, Illinois, and (ii) the Declaration of Consent of the Developer to be recorded on or before the date of delivery of the Bonds with the Recorder of Deeds of Kendall County, Illinois.

The Bonds are secured by, among other things, a pledge of the Special Tax including all scheduled payments of the Special Tax received by the City, interest thereon, and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax. Pursuant to the Bond Ordinance the City has levied the Special Tax in the amounts set forth in the Total Maximum Parcel Special Tax column in the Table set forth below under the caption "THE SPECIAL SERVICE AREA AND SPECIAL TAX - Special Service Area Special Tax Rolls and Reports", and will abate such tax each year to the extent it exceeds the Special Tax Requirement as calculated by the Consultant on its behalf. The City has covenanted in the Bond Ordinance and the Trust Indenture annually on or before the last Tuesday of December for each of the years 2015 through 2034 to calculate or cause the Consultant to calculate the Special Tax Requirement; to amend the Special Tax Roll pursuant to Section VI.E of the Special Tax Reports and provide the County tax collector with the amended Special Tax Rolls; to adopt an ordinance approving the amount of the current calendar year's Special Tax Requirement and abating the Special Taxes levied pursuant to the Bond Ordinance to the extent the Special Taxes levied exceed the Special Tax Requirement as calculated by the City pursuant to the Establishing Ordinances and the Special Tax Reports.

On or before the last Tuesday of January for each of the years 2016 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 the Bond Ordinance, including enforcement of such taxes by providing

Kendall County with such information as is deemed necessary to enable the County to include any property subject to a delinquent Special Tax in the County Collector's annual tax sale and in the event the tax lien is forfeited at such tax sale, by institution of foreclosure proceedings as provided by law; provided, however, that the obligation to institute any foreclosure action against any taxpayer other than a taxpayer owning at least five percent (5%) of the property in the Areas shall only arise in the event the City makes the determination that the proceeds from the foreclosure action have a commercially reasonable expectation of exceeding the costs thereof. See "THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Rolls and Reports."

The levy of the Special Tax is subject to certain limitations. The levy of the Special Tax on property within the Areas is constrained by the Maximum Parcel Special Tax amount applicable to such Parcel unless there is an event that reduces the total of the Maximum Parcel Special Tax such as a reduction in the expected number of single family, condominium or townhome dwelling units as set forth in the final plats of subdivision approved by the City and the City levies an additional tax in connection with a Mandatory Special Tax Prepayment. See "THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Rolls and Reports" and "RISK FACTORS – Maximum Special Taxes" herein. The full amount of the Total Maximum Parcel Special Tax as set forth in the subcaption "Special Service Area Special Tax Rolls and Reports" has been levied pursuant to the Bond Ordinance. Pursuant to the Trust Indenture, the City covenants that it will adopt a supplemental levy ordinance in the event of a mandatory prepayment of the Special Tax pursuant to the Special Tax Reports caused by a reduction in the expected number of single family, condominium or townhome dwelling units as set forth in the final plat of subdivision approved by the City, to the extent the mandatory prepayment amount calculated pursuant to the terms of Exhibit B to the Special Tax Reports exceeds the Special Tax levied for the year in which the prepayment is due pursuant to the Bond Ordinance.

Although the Special Tax, when levied, will constitute a lien on Parcels within the Areas, it does not constitute a personal indebtedness of the owners of such property within the Areas. There is no assurance that the owners of property in the Areas will be financially able to pay the annual Special Tax or that they will pay such tax even if financially able to do so. See "RISK FACTORS" herein.

No Additional Bonds

The Trust Indenture for the 2005-109 Bonds included a provision allowing for the issuance of not to exceed $26,000,000 additional bonds which would be issued on a parity with the 2005-109 Bonds. These additional bonds were to be issued in connection with the development of a portion of the property referred to as Phase II. At such time as the additional bonds were issued the City would levy a special tax upon the Phase II property. These additional bonds were never issued and as a result no tax was ever levied on the Phase II property. The Trust Indenture for the Series 2016 Bonds does not allow for the issuance of any such additional bonds.

Pledged Funds

Bond and Interest Fund. The Trust Indenture creates and establishes with the Trustee a separate and special fund of the City established exclusively for paying principal of, interest on and redemption premium on the Bonds and which is designated as "The Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Bond and Interest Fund" (the "Bond and Interest Fund"). Upon receipt by the Trustee, the Special Taxes and the Foreclosure Proceeds including any interest and penalties, collected in connection with such Special Tax or Foreclosure Proceeds shall be placed in the Bond and Interest Fund. The City may provide for Kendall County to transmit directly to the Trustee for deposit to the Bond and Interest Fund any Special Tax collected by Kendall County. In addition, proceeds received by the City in connection with a condemnation of any of the Special Services or any other property dedicated to or owned by the City within the Special Service Areas allocable to the Bonds as determined by the Consultant which are not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund. Moneys deposited in the Bond and Interest Fund and investments of the Bond and Interest Fund shall never be commingled with or loaned to any other funds of the City. All interest and other investment earnings on the

Bond and Interest Fund shall become, when received, a part of the Bond and Interest Fund. When the amount of condemnation proceeds deposited to the Bond and Interest Fund equals $1,000 or more, such amount shall be used to redeem Bonds on the next Interest Payment Date. Any amounts representing condemnation proceeds which remain on deposit in the Bond and Interest Fund for a continuous period of thirty (30) months and which will not be used to redeem the Bonds on the next Interest Payment Date will be used to pay debt service on the Bonds on the next Interest Payment Date.

Amounts deposited in the Bond and Interest Fund are appropriated for and irrevocably pledged to, and shall be used solely for the purpose of, paying the principal of and interest and redemption premium on the Bonds, or for transfers to the Reserve Fund, the Special Reserve Fund or the Administrative Expense Fund as permitted in the Trust Indenture.

At any time after September 1 but in no event later than December 1 of each year, the Trustee will determine the amount needed to pay principal of and interest and redemption premium on the Bonds on the next succeeding Interest Payment Date. If the Trustee determines that sufficient amounts are on deposit in the Bond and Interest Fund to pay principal of, interest on and redemption premium due on the Bonds on the next succeeding Interest Payment Date, the Trustee shall notify the City and the Consultant of any excess amounts on deposit in the Bond and Interest Fund and, at the written direction of the City, shall transfer an amount from the Bond and Interest Fund to the Administrative Expense Fund which the City, after consultation with the Consultant, has determined will be adequate, together with other amounts in the Administrative Expense Fund or reasonably expected to be transferred to or deposited in such Fund, to pay all Administrative Expenses during the succeeding calendar year. After making such transfer to the Administrative Expense Fund any excess amounts on deposit in the Bond and Interest Fund will be transferred to the Reserve Fund to the extent necessary to replenish the Reserve Fund to the Reserve Requirement (as defined below under the subcaption "Reserve Fund"). After (i) making such transfer to the Administrative Expense Fund, and (ii) the Reserve Fund has amounts on deposit equal to the Reserve Requirement, any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Special Reserve Fund to the extent necessary to fund and replenish the Special Reserve Fund to the Special Reserve Fund Requirement. The total amount transferred from time to time to the Special Reserve Fund shall not exceed $25,000 giving consideration to amounts that may have previously been transferred from the Special Reserve Fund. Thereafter, any remaining excess shall be retained in the Bond and Interest Fund and applied to pay principal and interest coming due on the next succeeding Interest Payment Date.

Special Redemption Account. A separate account designated the "Special Redemption Account" exists within the Bond and Interest Fund established with the Trustee. All prepayments of the Special Tax made in accordance with the Special Tax Reports shall be deposited in the Special Redemption Account. Amounts deposited in the Special Redemption Account representing optional prepayments of Special Tax in accordance with the Special Tax Reports shall be applied to the redemption of the Bonds pursuant to the Trust Indenture and as described under the caption "THE BONDS – Redemption – Special Mandatory Redemption from Optional Prepayment of Special Tax." Amounts deposited in the Special Redemption Account representing mandatory prepayments of Special Tax in accordance with the Special Tax Reports shall be applied to the redemption of the Bonds in accordance with the Trust Indenture and as described under the caption "THE BONDS – Redemption – Mandatory Redemption Upon Condemnation, Completion of Construction and Change in Density" and "Special Mandatory Redemption from Optional Prepayment of Special Tax."

Moneys in the Special Redemption Account shall be used exclusively to redeem Bonds pursuant to the Trust Indenture or to pay debt service on the Bonds pursuant to the Trust Indenture. In the event of any optional prepayment of Special Tax, prior to giving notice of the redemption of the Bonds in accordance with the Trust Indenture, the Trustee will transfer from the Reserve Fund and the Special Reserve Fund to the Special Redemption Account an amount equal to the Reserve Fund Credit (as defined in the Special Tax Reports) and the Special Reserve Fund Credit upon the direction of the Consultant. When the amount on deposit in the Special Redemption Account equals $1,000, such amount shall be used to redeem the Bonds on the next Interest Payment Date in accordance with the Trust Indenture. On each such Interest Payment

Date, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Bonds to be redeemed the amounts required to redeem such Bonds pursuant to the Trust Indenture. Notwithstanding the foregoing, any amounts contained in the Special Redemption Account for a continuous period of thirty (30) months and which will not be used to redeem the Bonds on the next Interest Payment Date in accordance with the immediately preceding sentence and the Trust Indenture shall be used to pay debt service on the Bonds on the next Interest Payment Date. Any amounts contained in the Special Redemption Account on the final maturity date of the Bonds shall be used to pay outstanding debt service on the Bonds.

Reserve Fund. A separate and special fund of the City exists with the Trustee which is designated as "The Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Reserve Fund" (the "Reserve Fund"), and which must be maintained in an amount equal to the Reserve Requirement. The Reserve Requirement is $____, as adjusted for Prepayments pursuant to the Trust Indenture and as described in the preceding paragraph. Amounts deposited in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond and Interest Fund to pay the principal of, including mandatory sinking fund payments, and interest and any premium on, all Bonds when due, in the event that moneys in the Bond and Interest Fund are insufficient therefor without further direction from the City or the Bond Insurer, (ii) making any transfers to the Bond and Interest Fund if the balance in the Reserve Fund and the Special Reserve Fund exceeds the amount required to redeem all Bonds then outstanding, or (iii) if the amount then on deposit in the Reserve Fund is at least equal to the Reserve Requirement, for transfer in accordance with the Trust Indenture, and as described in the next paragraph.

On the Business Day prior to each Interest Payment Date, moneys in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the Trustee from the Reserve Fund to the Bond and Interest Fund to be used for the payment of principal of and interest and redemption premium on the Bonds on the next following Interest Payment Date.

Non-Pledged Funds

Administrative Expense Fund. A separate and special fund of the City which is designated as "The Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Administrative Expense Fund" (the "Administrative Expense Fund") exists with the Trustee. Amounts in the Administrative Expense Fund shall be withdrawn by the Trustee and paid to the City or its order upon receipt by the Trustee of a written request of an Authorized Officer stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense.

Costs of Issuance Account. A separate account designated the "Costs of Issuance Account" exists within the Administrative Expense Fund established with the Trustee. Amounts deposited in the Costs of Issuance Account shall be used solely for the purpose of paying costs incurred by the City in connection with the issuance of the Bonds. Disbursements from the Costs of Issuance Account shall be made by the Trustee upon receipt of a Written Request form the Village in the form of Exhibit D to the Trust Indenture which shall (i) set forth the amount required to be disbursed, the propose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Account, and payment instructions to the Trustee for the amount to be disbursed and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any previous request for disbursement. On the date which is six months after the date of issuance of the Bonds, the Trustee will transfer all amounts remaining in the Costs of Issuance Account to the Administrative Expense Fund.

Special Reserve Fund. A separate and special fund of the City exists with the Trustee which is designated as "The Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Special Reserve Fund" (the "Special Reserve Fund"). Special Taxes shall be deposited in the Special Reserve Fund in accordance with the Indenture until the amounts on deposit in the Special Reserve Fund equal the Special Reserve Fund Requirement. The total amount transferred from time to time to the Special

Reserve Fund shall not exceed $____, giving consideration to amounts that may have previously been transferred from the Special Reserve Fund.

Amounts deposited in the Special Reserve Fund shall be used solely for the purpose of (i) making any transfers to the Bond and Interest Fund if the aggregate balance in the Special Reserve Fund and the Reserve Fund exceeds the amount required to redeem all Bonds then outstanding, (ii) for transfer to the Special Redemption Account in an amount equal to the Special Reserve Fund Credit in accordance with the provisions of the Indenture, (iii) on March 1, ____ for transfer to the Bond and Interest Fund as described below, (iv) at the direction of an Authorized Officer for transfer to the Bond and Interest Fund or any other fund established under the Indenture, or (v) at the direction of an Authorized Officer for any use permitted by the Special Service Area Act, provided an opinion of bond counsel is delivered to the Trustee to the effect that such use will not violate the Special Service Area Act or adversely affect the tax-exempt status of interest on the Bonds.

On March 1, ___ (on which date the Special Reserve Fund Credit shall be zero), the Trustee shall without further direction, transfer any remaining amounts on deposit in the Special Reserve Fund to the Bond and Interest Fund to pay principal of and interest and redemption premium on the Bonds on the next succeeding Interest Payment Date.

Any amounts in the Special Reserve Fund that are used to pay principal of, or interest or premium on, the Bonds shall be treated as Special Taxes paid by the owners of the affected Parcels for purposes of the Special Tax Reports.

Rebate Fund. A separate and special fund of the City exists with the Trustee which is designated as "The Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Rebate Fund" (the "Rebate Fund"), into which there shall be deposited as necessary investment earnings in the Bond and Interest Fund, the Reserve Fund and the Special Reserve Fund to the extent required so as to maintain the tax exempt status of interest on the Bonds all at the direction of the City. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Fund at the direction of the City.

Amounts in the Administrative Expense Fund, the Special Reserve Fund and the Rebate Fund are not pledged to the repayment of the Bonds.

Security for the Bonds

The Bonds and the interest thereon are secured and payable primarily from (i) the Special Tax levied, and to be extended and collected on all taxable property within the Areas subject to the Special Tax, including interest on such Special Tax and the proceeds of the redemption or sale of property sold as a result of any actions to foreclose the lien of Special Tax and any interest accrued thereon, brought following a delinquency in the payment of the Special Tax (the "Special Tax"), (ii) any amounts transferred by the City to the Bond and Interest Fund, including the allocable portion of condemnation proceeds received by the City not used to rebuild the Special Services, and (iii) amounts deposited in the Bond and Interest Fund and the Reserve Fund.

Covenants of the Issuer

Pursuant to the Trust Indenture, the City has covenanted for the benefit of the owners of the Bonds (the "Bondowners") that the City will:

(a) take all actions, if any, which shall be necessary, in order further to provide for the levy, extension, collection and application of the Special Tax, including enforcement of the Special Tax by institution of foreclosure proceedings as provided by law;

(b) not take any action which would adversely affect the levy, extension, collection and application of the Special Tax levied pursuant to the Bond Ordinance and the Trust Indenture, except to abate the Special Tax to the extent permitted by the Trust Indenture and the Special Tax Reports;

(c) comply with all requirements of the Special Service Area Act, the Bond Ordinance and other applicable present and future laws concerning the levy, extension and collection of the Special Tax levied pursuant to the Bond Ordinance and the Trust Indenture, 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 Tax by providing Kendall County with such information as is deemed necessary to enable Kendall County to include any property subject to a delinquent Special Tax in the Kendall County Collector's annual tax sale and in the event the tax lien is forfeited at such tax sale and upon request of any Bond Insurer or the Majority Owners 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;

(d) not encumber, pledge or place any charge or lien upon any of the Special Tax or other amounts pledged to the Bonds superior to, or on a parity with, or junior to, the pledge and lien created in the Trust Indenture for the benefit of the Bonds, except as permitted by, or specifically set forth in, the Trust Indenture;

(e) 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;

(f) keep, or cause the Trustee to keep, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries will be made of all transactions relating to the deposits to and expenditure of amounts disbursed from the Funds and Accounts created under the Trust Indenture and the Special Tax; and

(g) to the extent possible, direct Kendall County, Illinois to deposit all Special Taxes when collected, including Foreclosure Proceeds, condemnation proceeds and prepayments, directly with the Trustee to be applied as set forth under the Trust Indenture.

Investment of Funds

Moneys on deposit in the various funds and accounts established under the Trust Indenture may be invested from time to time in Qualified Investments pursuant to directions from the City to the Trustee; provided that moneys on deposit in the Special Redemption Account are required to be invested in Qualified Investments having a maturity of 180 days or less. Subject to the requirements of the Trust Indenture, earnings or losses on such investments shall be attributed to the Fund or Account for which the investment was made. In the event the Trustee does not receive directions from the City to invest funds held under the Trust Indenture, the Trustee shall invest such funds in a money market fund which invests in short-term securities issued or guaranteed by the United States Government, its agencies or instrumentalities and/or repurchase agreements relating to such securities.

Enforcement of Payment of Special Tax

In Illinois, general ad valorem property taxes are levied in one year and become payable during the following year. At the end of each collection year, the Kendall County Treasurer applies to the Circuit Court of Kendall County, for a judgment for all unpaid general ad valorem property taxes. The Circuit Court of

Kendall County order resulting from that application for judgment provides for a sale of all property with unpaid general ad valorem property taxes. A public sale is held, at which time successful bidders pay the unpaid general ad valorem property taxes plus penalties. The annual tax sale is usually held during November of any given year in Kendall County. Unpaid general ad valorem property taxes accrue penalties at the rate of 1 1/2% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the purchaser of the delinquent taxes on the property at the general tax sale the amount paid at the sale, plus a penalty. If redemption does not occur within two and one half years, and certain procedural requirements are met, the purchaser of the property at the tax sale can receive a deed to the property which has been sold for delinquent taxes. Any delinquent Special Taxes for any given year would be included in this general tax sale. If there is no sale of the tax lien on a parcel of property at the annual tax sale, and the taxes remain unpaid, the taxes are forfeited and eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest to the date of purchase. Redemption periods and procedures are the same as applicable to the annual tax sale.

In addition to using the annual tax sale as an enforcement mechanism, a municipality may seek enforcement of unpaid Special Taxes through commencement of foreclosure proceedings pursuant to the Special Service Area Act. If a delinquency in the payment of the Special Tax occurs, the City is authorized by the Special Service Area Act to order institution of an action pursuant to Article 9 of the Illinois Municipal Code (65 ILCS 5/9-1-1, *et seq.*) to foreclose any lien therefor securing the Special Tax. In such an action, a court having jurisdiction would enter a foreclosure decree authorizing the sale of the property subject to the lien of the Special Tax, and the real property subject to the lien of the Special Tax would be sold at a judicial foreclosure sale. The ability of the City to foreclose the lien of delinquent unpaid Special Tax may be limited in certain instances and may require prior consent of the property owner in the event that the property is owned by any receivership of the Federal Deposit Insurance Corporation (the "FDIC"). See "RISK FACTORS – Bankruptcy" and "RISK FACTORS – Tax Delinquencies."

Such judicial foreclosure proceedings are not mandatory under the Special Service Area Act. However, in the Trust Indenture, the City has covenanted with the holders of the Bonds to take all actions, if any, which shall be necessary to provide for the levy and extension, collection and application of the Special Tax, and to assure the timely collection of the Special Tax, including without limitation, the enforcement of any delinquent Special Tax by the commencement and maintenance of an action to foreclose the lien of any delinquent Special Tax; provided, however, that the obligation to institute any foreclosure action shall only arise if the City makes the determination that the proceeds from each foreclosure action have a commercially reasonable expectation of exceeding the costs thereof.

No assurances can be given that a judicial foreclosure action, once commenced, will be completed or that it will be completed in a timely manner. See "RISK FACTORS - Potential Delay and Limitation in Foreclosure Proceedings" below. Article 9 of the Illinois Municipal Code provides that the municipality or its assignee may file a complaint to foreclose a special service area tax lien in the same manner that foreclosures are permitted by law in case of delinquent general taxes. The "law in case of delinquent general taxes" to which the Illinois Municipal Code refers is the Illinois Revenue Code. Under such foreclosure proceedings, the court adjudicates the existence of a default in the payment obligation and authorizes a foreclosure sale; the sale is conducted and the proceeds distributed according to the respective priorities; the successful bidder is given a certificate of sale; and, if the redemption period expires without a redemption of the special service area taxes, the certificate of sale may be converted to a deed. Although the municipality holds the lien for the local improvement and is therefore the proper party to commence foreclosure procedures, bondholders with bonds secured by special service area taxes may compel the municipality to perform its duty and use all lawful means, including foreclosure, to collect the taxes out of which the bondholders are to be paid. Special service area taxes create a lien that is superior to other liens and encumbrances , and when general property taxes and Special Taxes are both delinquent, the proceeds of any foreclosure action, if insufficient to pay each in full, are divided between them on a pro rata basis. If special service area taxes are not paid in full at a foreclosure sale, and the lien amounts are bid in at such foreclosure sale, then unless the special service area taxes are then redeemed through payment of the amount of the special service area taxes plus interest, the certificate of sale can be converted into a deed to the property

only after expiration of the applicable redemption period. The Illinois Constitution prescribes certain minimum redemption periods for unpaid taxes on property, including special service area taxes, but the Illinois General Assembly may create longer redemption periods. For residential property with less than seven dwelling units, the Illinois Constitution provides for a minimum two year redemption period. The corresponding statute, however, permits the delinquent owner of such property to redeem it for two and a half years (35 ILCS 200/21-350). Additionally, in certain circumstances the redemption period may be extended for a period which will expire no later than 3 years from the date of sale (35 ILCS 200/21-385). If the property can also be considered "vacant non-farm real estate", the Constitution authorizes a reduction of the redemption period to one year, but the statute applicable to special service area taxes contains no such exception .

No assurances can be given that the real property subject to sale or foreclosure and sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent installment of special service area taxes. Neither the Special Service Area Act nor Article 9 of the Illinois Municipal Code requires the City to purchase or otherwise acquire any lot or parcel of property offered for sale or subject to foreclosure if there is no other purchaser at such sale. Article 9 of the Illinois Municipal Code does specify that the special service area taxes will have the same lien priority in the case of delinquency as the priority of the lien of ad valorem property taxes.

If the Reserve Fund is depleted and delinquencies in the payment of Special Tax exist, there could be a default or delay in payments to the Bondowners pending the annual tax sale and/or prosecution of foreclosure proceedings and receipt by the City of the sale and/or foreclosure sale proceeds, if any. However, within the limits of the Special Tax Reports and the Special Service Area Act, the City may adjust the Special Tax levied on all property within the Areas in future Calendar Years to provide an amount, taking into account such delinquencies, required to pay debt service on the Bonds and to replenish the Reserve Fund. The amounts of the maximum Special Tax are sufficient to pay the amounts required by the Trust Indenture to be paid on the Bonds (except with respect to a Mandatory Prepayment); however, there are no assurances that the taxes levied will always be collected in their entirety.

Value to Lien Ratio

The following table sets forth sample value-to-lien ratios with respect to the Project.

Development	Product Type	Market Value[1]	Bond Assessment Lien	Value to Lien
2005-108	Single Family Home	243,669	24,373	9.997
	Townhome	131,021	20,719	6.324
2005-109	Single Family Home	215,948	26,323	8.204
	Condominium	85,643	21,331	4.015
	Townhome	105,618	17,978	5.875

[1] Market value based on average sale value of a representative group of units within each subdivision for each unit type as reported by Zillow and the Kendall County Tax Assessor.

The value to lien ratio is based on the Equalized Assessed Valuation of the Parcels. No assurance can be given that the foregoing ratio can or will be maintained during the period of time the Bonds are outstanding both because property values could drop and because other public entities, over which the Areas

have no control, could issue additional indebtedness secured by a lien on a parity with the lien securing payment of the Special Tax or payable through the levy or imposition of a tax on a parity with the Special Tax.

Representative Property Taxes

The following table sets forth a statement of general ad valorem taxes, based on current rates, imposed against Parcels improved with detached Single Family Homes, Townhomes and Condominiums in the Areas based on the assessed values for such property set forth below and the most recent tax bills received by the owners of the property in the Area.

	2005-109 (Bristol Bay)			**2005-108 (Autumn Creek)**	
United City of Yorkville	Single Family	Condominium	Townhome	Single Family	Townhome
Market Value	215,948.00	85,643.00	105,618.00	243,669.00	131,021.00
Assessed Value	71,982.67	28,547.67	35,206.00	81,223.00	43,673.67
Multiplier	1.00	1.00	1.00	1.00	1.00
Average Homeowners Exemption	(6,000.00)	(6,000.00)	(6,000.00)	(6,000.00)	(6,000.00)
Taxable Valuation	65,982.67	22,547.67	29,206.00	75,223.00	37,673.67
Taxing Agency	**2014 Ad Valorem Tax Rate (%)**				
Kendall County	0.8085	0.8085	0.8085	0.8085	0.8085
Bristol - Kendall FPD	0.8041	0.8041	0.8041	0.8041	0.8041
Forest Preserve	0.1826	0.1826	0.1826	0.1826	0.1826
Jr College 516	0.5973	0.5973	0.5973	0.5973	0.5973
Yorkville Library	0.3299	0.3299	0.3299	0.3299	0.3299
Yorkville/Bristol SD	0.0000	0.0000	0.0000	0.0000	0.0000
Bristol Township	0.1354	0.1354	0.1354	0.1354	0.1354
Bristol Road District	0.2818	0.2818	0.2818	0.2818	0.2818
School Dist CU 115	7.7083	7.7083	7.7083	7.7083	7.7083
City of Yorkville	0.7581	0.7581	0.7581	0.7581	0.7581
Total Tax Rate	11.6060	11.6060	11.6060	11.6060	11.6060
Representative Ad Valorem Tax	7,657.95	2,616.88	3,389.65	8,730.38	4,372.41
Maximum Parcel Tax 2014	2,396.00	1,942.00	1,636.00	2,219.00	1,887.00
Total Taxes:	10,053.95	4,558.88	5,025.65	10,949.38	6,259.41

The City has no control over the amount of additional debt payable from taxes or assessments on all or a portion of the property within the Area, that may be issued in the future by other governmental entities or districts. Nothing prevents the owners of land within the Areas from consenting to the issuance of additional debt by other public agencies which would be secured by taxes or assessments on the same property subject to the Special Tax. To the extent such indebtedness is payable from assessments, and other special taxes levied pursuant to the Special Service Area Act or other taxes, such assessments, special taxes

and other taxes may have a lien on the property within the Areas in addition to and on a parity with the lien of the Special Tax. Accordingly, the liens on the property within the Areas could increase without any corresponding increase in the value of the property within the Areas and thereby reduce the ratio that exists at the time the Bonds are issued between the value of the property and the debt secured by the taxes and assessments thereon. The imposition of such additional indebtedness could also reduce the willingness and ability of the property owners within the Areas to pay the Special Tax when due. See "RISK FACTORS—Overlapping Indebtedness."

Historical EAV

	SSA 2005-108	SSA 2005-109
2014	21,540,501	22,584,936
2013	15,920,230	21,595,849
2012	13,599,099	23,855,941
2011	14,754,306	28,000,766
2010	13,315,121	32,189,655

Historical Special Tax Collections and Delinquencies

The following table shows the historical Special Tax collections and delinquencies in connection with the Areas. In the event of a delinquency in the payment of a Special Tax, no assurance can be given that the proceeds of any foreclosure sale would be sufficient to pay the delinquent Special Tax and any other delinquent special taxes, assessments or taxes. See "RISK FACTORS - Appraised Value".

	2014		2013		2012		2011		2010	
	2005-108	2005-109	2005-108	2005-109	2005-108	2005-109	2005-108	2005-109	2005-108	2005-109
Total Billed	924,476	1,356,787	909,703	1,335,266	887,088	1,322,041	886,884	1,298,171	1,009,535	1,269,009
Total Collected (Before Tax Sale)	924,476	1,342,356	908,716	1,311,345	884,917	1,298,114	886,884	1,284,415	1,007,886	1,239,394
Percent Collected	100.00%	98.94%	99.89%	98.21%	99.76%	98.19%	100.00%	98.94%	99.84%	97.67%
Sold at Tax Sale	-	12,684	987	22,185	2,171	23,927	-	13,756	1,649	29,615
Total Collected	924,476	1,355,040	909,703	1,333,530	887,088	1,322,041	886,884	1,298,171	1,009,535	1,269,009
Percent Collected	100.00%	99.87%	100.00%	99.87%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

THE AREAS

The information provided in this section "THE AREAS" has been included because it may be considered relevant to an informed evaluation and analysis of the Bonds. The Bonds and the Special Tax are not personal obligations of any land owners. The Bonds are secured solely by the Special Tax and certain other amounts on deposit with the Trustee. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS." The Prior Bonds will were issued to finance a portion of the construction and installation of the Special Services necessary to support the development of the Project, and the Special Services have been constructed and installed. The Bonds are being issued for the purpose of currently refunding the Prior Bonds.

General

Special Service Area Number 2005-108 was originally developed by Centex Homes and Special Service Area Number 2005-109 was originally developed by Pulte Homes. The Areas are located on the northwest side of Illinois Route 34, east of State Route 47 and west of Bristol Ridge Road (Autumn Creek Project) and at State Route 47 and Galena Road (Bristol Bay I Project), each in the United City of Yorkville, Kendall County, Illinois. As developed, the Areas include 547 Single Family Homes, 285 Condominiums and 422 Townhomes.

Standard features of the Single Family Homes, the Condominiums and the Townhomes include the following features:

Autumn Creek	Single Family Homes	Townhomes
	3-4 Bedrooms	2-3 Bedrooms
	2-car attached garage	2-car attached garage
	1,776 sq ft – 3,036 sq ft	1,150 sq ft – 1,521 sq ft

Bristol Bay	Single Family Homes	Condominiums	Townhomes
	2-4 Bedrooms	1-2 Bedrooms	2-3 Bedrooms
	1,417 sq ft – 3,509 sq ft	788 sq ft – 1,150 sq ft	1,096 sq ft – 2,240 sq ft

The following chart shows the total number of platted lots, the number of lots which have prepaid the Special Tax, the number of lots owned by the original developer and the net number of non-developer taxpayors in the Areas:

Autumn Creek 2005-108	Total Parcels	Prepaid	Developer Owned	Net Taxpayers
Single Family	348	8	68	272
Townhomes	150	8	15	127
Bristol Bay 2005-109				
Single Family	208	1	0	207
Townhomes	280	0	6	274
Condominiums	288	3	0	285
Grand Total	1,274	20	89	1,165

Water & Sewer

The Areas are hooked up to the City's water system. There is sufficient water capacity to serve the Areas. The Areas are hooked up to the Yorkville-Bristol Sanitary District.

[NTD: There was reference to certain recapture payments being made in the original OS for Autumn Creek. Confirm there are no longer any such obligations.]

Other Utilities

The cable television franchise in this region is SBC (Autumn Creek) and Kraus (Bristol Bay). Telephone service is provided by SBC Ameritech. Gas service is provided by Nicor. Electric service is provided by ComEd.

Flood Plain/Wetlands

The Areas are not in a flood plain and will not impact any jurisdictional wetlands. All flood plain and wetland permits, if required, have been received.

Schools

The Areas are currently within Yorkville Community School District 115.

THE CITY

General Description

The United City of Yorkville was established in 1834, and has been the county seat of Kendall County since 1859. It is located in northeastern Illinois on the Fox River, approximately 45 miles southwest of Chicago. Nearby communities include Oswego, Bristol, Plano, Millbrook, Helmar, Newark, Plattville, Montgomery, Sugar Grove and Plainfield. According to the 2010 Census, the City had a population of 16,921.

City Government and Services

The City follows a Mayor/City Council form of government in which the Mayor, Alderman, City Clerk and City Treasurer are each elected to a four-year term. The City Council is comprise of the Mayor and eight Alderman (two Alderman elected from each of the City's four wards).

The City is served by the Bristol/Kendall Fire Protection District which carries a Protection Class 6. It maintains a 24 hour paramedics unit and is a member of the Mutual Aid Box Alarm System. The Police Department employs thirty full-time officers, and emergency medical service is available 24 hours a day.

Transportation

The City is approximately 15 miles west of Interstate 55 (I-55); almost 20 miles north of Interstate 80 (I-80); and nearly 12 miles south of Interstate 88 (I-88). Illinois Routes 47 and 34 intersect in the City.

O'Hare and Midway Airports are approximately 50 miles northeast from the City. The closest airport, Aurora Municipal Airport, is approximately five miles north in Sugar Grove. Their longest runway is 5,100 feet and is lighted. Additionally, the airport has aircraft tiedowns, hangar, power plant repair, air frame repair and navigator aids. They also have freight, charter and helicopter services.

The Burlington Northern Santa Fe (part of the Metra commuter line located in nearby Aurora) runs through the City.

Community Life

The City contains approximately 288 acres of parks with picnic areas, a gazebo and recreational fields. Programs offered include aerobics, basketball, bus trips, bowling, crafts, dance, fishing, golf, soccer, sports club, street hockey, tee ball, tennis and tumbling. Residents also enjoy a golf course and forest preserves which are nearby but outside the City boundaries.

Raging Waves, the largest outdoor water park in Illinois, opened in 2009. Among its attractions are the Kangaroo Falls play structure with ladders and water spouts, the Cyclone Bowl and Boomerang Tornado rides as well as the Great Barrier Reef wave that imitates the action of the ocean.

Yorkville Public Library (the "Library") serves the residents of the City and is a member of the Heritage Trail Library System. In addition to its extensive collection of books, Library resources include dial-a-story, local history, newspapers, sheet music, audio books, large print books, paperbacks, magazines, and videos and DVDs. Services available to the community are homebound service, interlibrary loan, kits for brothers and sisters of new babies, kits for sick kids, loft meeting area, photocopier, computers, tax forms, talking books, typewriter and voter registration. The Library offers the following online resources: animals and the environment; arts and crafts; children's book and screen characters; children's books and stories online; educational resources; exploration and museums; history and geography; holidays and celebrations; literature online; math and science; music and poetry; reference tools and homework help; space; and sports and recreation.

Medical services are available at Rush/Copley Medical Center in the City and also at the Rush/Copley Medicine Center and Provena-Mercy Center, both located in Aurora. Additional facilities are provided by Sandwich Community Hospital in Sandwich, Illinois. These institutions are about fifteen miles from the City.

Education

Community Unit School District Number 115 (the "District") meets the elementary and secondary educational requirements of the City with two elementary schools, one junior high school and one high school. The District has a staff of approximately 425 teachers and administrators and approximately 5,500 students. The District has implemented a new computer curriculum, innovative interdisciplinary projects and advanced team building and support programs for students and staff. Higher education opportunities are offered by Aurora University in nearby Aurora and Northern Illinois University in DeKalb.

In addition, Waubonsee Community College Number 516 is a two year junior college and offers a wide variety of transfer, vocational continuing and community education, children's and corporate development and training classes. It also offers a comprehensive educational program designed to serve all college district residents at a modest cost. In addition to 24 programs designed to transfer to senior institutions, the college offers occupational oriented programs ranging in length from one semester to two years. The college has recently opened a state of the art academic computing center.

Socioeconomic Information

The information set forth in the charts below has been included because it may be considered relevant to an investor of the Bonds. The Bonds are not, however, general obligations of the City and the Bonds are secured solely by the Special Tax and certain other amounts on deposit with the Trustee.

MAJOR CITY EMPLOYERS*(1)*

Name	Product/Service	Approximate Employment
Community Unit School District Number 115	Education	666
Raging Waves Water Park	Water Park	450
Kendall County	County Government	350
Wrigley Manufacturing Co., LLC	Sugar Confections, Bubble Gum, and Candy	323
Super Target	Retail Store	180
Menards Mega Store	Home Improvement Store	140
Jewel Osco	Grocery Store	130
United City of Yorkville	City Government	124
Newlyweds Foods	Food Seasonings, Cures and Binders	115
Kohl's	Retail Store	115
Hillside Health Care Center	Heathcare	90
Boombah, Inc.	Sports Equipment and Apparel	90
Home Depot	Home Improvement Store	85
Wheatland Title Guaranty Co.	Title Insurance	65
Marshalls	Retail Store	50
Brenart Eye Clinic	Ophthalmic Goods	50
C&J Insulation	Plastering, Drywall and Insulation	50

Notes: (1) Source: 2015 Illinois Manufacturers Directory, 2015 Illinois Services Directory, Yorkville Economic Development Corporation and a selective telephone survey.

MAJOR AREA EMPLOYERS*(1)*

Location	Name	Business or Product	Approximate Employment
Montgomery	Caterpillar, Inc.	Wheel Loaders and Excavators	2,300
Greater Fox Valley Area	Rush-Copley Medical Center(2)	Medical Center	2,000
Sugar Grove	Waubonsee Community College #516	Education	1,460
Morris	Exelon Nuclear, Dresden Generating Station	Electric Service	900
Montgomery	PERFORMANCE Foodservice - Fox River	Wholesale Food	435
Montgomery	Eby-Brown Co.	Wholesale Tobacco and Confectionery	400
Morris	LyondellBassell Industries	Plastic Materials	400
Montgomery	Eby-Brown Co.	Wholesale Tobacco and Confectionery	400
Plano	Midwest Mfg., Inc.	Millwork	400
Montgomery	V V F Illinois Services	Soap and Detergents	350
Plainfield	CB&I, Inc.	Storage Tank Insulation Equipment	300
Plainfield	Diageo North American, Inc.	Gin and Vodka Distilling	300
Morris	Northfield Block Co.	Architectural Concrete Blocks	300
Montgomery	Lyons LLC	Steel Storage Equipment	300
Montgomery	Aurora Bearing Co.	Ball and Roller Bearings	250
Oswego	Coldwell Banker Honig-Bell	Residential Real Estate	225
Montgomery	Hormann Gadco LLC	Doors, Sash and Trim Metal	200
Plainfield	Plainfield Precision	Custom Metal and Plastic Components	200
Plainfield	Walsh Landscape	Landscape Construction and Maintenance	185
Plainfield	Veolia Water Solutions & Technologies	Water Treatment Facility Equipment	160
Oswego	Radiac Abrasives, Inc.	Diamond Grinding Wheels	150
Montgomery	Aurora Metals Div., L.L.C.	Copper foundries	150
Plano	Fox Valley Molding, Inc.	Compression Transfer and Injection Molding	150

Notes: (1) Source: 2015 Illinois Manufacturers Directory, 2015 Illinois Services Directory and a selective telephone survey.
(2) Includes the City.

The following tables show employment by industry and by occupation for the City, Kendall County (the "County") and the State of Illinois (the "State") as reported by the U.S. Census Bureau 2009-2013 American Community Survey 5-year estimated values.

EMPLOYMENT BY INDUSTRY*(1)*

	The City		The County		The State	
Classification	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	23	0.3%	361	0.6%	63,113	1.1%
Construction	428	4.8%	3,236	5.6%	310,368	5.2%
Manufacturing	1,339	15.1%	7,798	13.5%	756,029	12.6%
Wholesale Trade	293	3.3%	2,036	3.5%	184,209	3.1%
Retail Trade	1,115	12.6%	6,714	11.6%	655,654	10.9%
Transportation and Warehousing, and Utilities	342	3.9%	3,800	6.6%	348,569	5.8%
Information	224	2.5%	1,105	1.9%	126,311	2.1%
Finance and Insurance, and Real Estate% and Rental and Leasing	553	6.3%	5,181	9.0%	447,732	7.5
Professional, Scientific, and Management, Administrative, and Waste Management Services	758	8.6%	5,926	10.2%	666,163	11.1%
Educational Services and Health Care and Social	2,292	25.9%	12,583	21.7%	1,379,821	23.0%
Arts, Entertainment and Recreation and Accommodation and Food Services	627	7.1%	4,472	7.7%	538,646	9.0%
Other Services, Except Public Administration	441	5.0%	2,237	3.9%	286,928	4.8%
Public Administration	409	4.6%	2,433	4.2%	234,777	3.9%
Total	8,844	100.0%	57,882	100.0%	5,998,320	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2009 to 2013.

EMPLOYMENT BY OCCUPATION*(1)*

	The City		The County		The State	
Classification	Number	Percent	Number	Percent	Number	Percent
Management, Business, Science, and Art	3,611	40.8%	23,286	40.2%	2,183,077	36.4%
Service	1,646	18.6%	7,763	13.4%	1,036,503	17.3%
Sales and Office	2,074	23.5%	15,302	26.4%	1,509,578	25.2%
Natural Resources, Construction, and Maintenance	827	9.4%	4,948	8.5%	444,958	7.4%
Production, Transportation, and Material Moving	686	7.8%	6,583	11.4%	824,204	13.7%
Total	8,844	100.0%	57,882	100.0%	5,998,320	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2009 to 2013.

ANNUAL AVERAGE UNEMPLOYMENT RATES*(1)*

Calendar Year	The City	The County	The State
2005	3.2%	5.2%	5.7%
2006	2.6%	4.0%	4.5%
2007	3.1%	4.5%	4.6%
2008	3.8%	5.8%	6.4%
2009	6.6%	9.9%	10.0%
2010	6.4%	9.8%	10.3%
2011	5.9%	8.7%	9.8%
2012	5.2%	7.8%	8.9%
2013	8.2%	8.3%	9.2%
2014	6.4%	6.3%	7.1%
2015(2)	N/A	6.0%	6.5%

Notes: (1) Illinois Department of Employment Security.
(2) Preliminary rates for the month of February 2015.

Housing

The U.S. Census Bureau 5-year estimated values reported that the median value of the City's owner-occupied homes was $234,100. This compares to $210,800 for the County and $182,300 for the State. The following table represents the five year average market value of specified owner-occupied units for the City, the County and the State at the time of the 2009-2013 American Community Survey.

SPECIFIED OWNER-OCCUPIED UNITS*(1)*

	The City		The County		The State	
Value	Number	Percent	Number	Percent	Number	Percent
Under $50,000	144	3.3%	720	2.3%	235,268	7.3%
$50,000 to $99,999	139	3.2%	1,502	4.7%	493,044	15.3%
$100,000 to $149,999	517	11.9%	4,216	13.2%	504,066	15.7%
$150,000 to $199,999	805	18.5%	8,147	25.6%	538,003	16.7%
$200,000 to $299,999	1,915	43.9%	10,816	34.0%	692,499	21.5%
$300,000 to $499,999	774	17.8%	5,524	17.3%	513,968	16.0%
$500,000 to $999,999	66	1.5%	803	2.5%	196,905	6.1%
$1,000,000 or more	0	0.0%	119	0.4%	46,285	1.4%
Total	4,360	100.0%	31,847	100.0%	3,220,038	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2009 to 2013.

The U.S. Census Bureau 5-year estimated values reported that the City had a median family income of $90,089. This compares to $91,368 for the County and $70,344 for the State. The following table represents the distribution of family incomes for the City, the County and the State at the time of the 2009-2013 American Community Survey.

MEDIAN FAMILY INCOME*(1)*

	The City		The County		The State	
Value	Number	Percent	Number	Percent	Number	Percent
Under $10,000	0	0.0%	498	1.7%	137,093	4.4%
$10,000 to $14,999	54	1.2%	145	0.5%	84,866	2.7%
$15,000 to $24,999	280	6.3%	1,163	3.9%	225,548	7.2%
$25,000 to $34,999	153	3.5%	1,131	3.8%	257,251	8.2%
$35,000 to $49,999	529	12.0%	3,061	10.4%	381,248	12.2%
$50,000 to $74,999	673	15.3%	5,313	18.0%	583,037	18.6%
$75,000 to $99,999	781	17.7%	5,092	17.3%	470,717	15.0%
$100,000 to $149,999	1,331	30.2%	8,045	27.3%	553,739	17.7%
$150,000 to $199,999	332	7.5%	3,296	11.2%	222,115	7.1%
$200,000 or more	280	6.3%	1,735	5.9%	220,748	7.0%
Total	4,413	100.0%	29,479	100.0%	3,136,362	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2009 to 2013.

THE SPECIAL SERVICE AREA AND SPECIAL TAX

The Act

Section 7(6) of Article VII of the Illinois Constitution of 1970 permits a non-home rule unit to levy or impose additional taxes upon areas within its boundaries to provide special services to those areas and to pay debt incurred in order to provide those special services in the manner provided by law. Such areas are established pursuant to the provisions of the Special Service Area Act. Under the Special Service Area Act, the Corporate Authorities of the municipality within which the special service area lies constitute the governing body of such special service area.

The Special Service Area Act provides that bonds may be issued to provide for the special services. Such bonds do not constitute indebtedness of the municipality in which the special service area is situated for the purpose of any limitation imposed by any law. Such bonds shall be retired by a tax which may be either an ad valorem property tax, a special tax, or a combination of an ad valorem property and a special tax. A special tax may be levied or imposed on any basis that provides a rational relationship between the amount of special tax levied or imposed against each lot or parcel within the special service area and the special service benefit conferred. The Special Service Area Act further provides that the lien and foreclosure remedies provided in Article 9 of the Illinois Municipal Code shall apply on nonpayment of any special tax.

The Special Service Area Act contains a provision that allows residents of a special service area to petition the circuit court having jurisdiction to disconnect territory from the special service area if, among other things, such territory was not, is not, and is not intended by the corporate authorities which created the special service area to be benefited or served by services then existing or authorized, and that such territory constitutes less than 1 1/2% of the special service area's total equalized assessed valuation. The City represents that no parcel within the Areas meets this test.

Establishment of the Areas

Special Service Area Number 2005-108 The City established SSA Number 2005-108 pursuant to the SSA 2005-108 Establishing Ordinance, which established SSA Number 2005-108 to provide certain special services, and authorized the City to levy and collect Special Taxes in the manner set forth in the Special Tax Reports, to pay principal of and interest on the bonds secured by the Special Taxes in an aggregate principal amount not to exceed $15,500,000 to be retired over a period not to exceed 30 years.

Special Service Area Number 2005-109 The City established SSA Number 2005-109 pursuant to the SSA 2005-109 Establishing Ordinance which established SSA Number 2005-109 to provide certain special services, and authorized the City to levy and collect Special Taxes in the manner set forth in the Special Tax Reports, to pay principal of and interest on the bonds secured by the Special Taxes in an aggregate principal amount not to exceed $45,000,000 to be retired over a period not to exceed 40 years.

Levy, Abatement and Collection of Special Tax

In Illinois, property taxes levied in one year become payable during the following year as provided in said levy. Pursuant to the Bond Ordinance the City has levied the Maximum Parcel Special Tax for all parcels within the Areas. Pursuant to the Trust Indenture and the Special Tax Reports, the City has covenanted that prior to the last Tuesday of December of each year the Mayor and City Council of the City shall determine the Special Tax Requirement due as provided in the Special Tax Reports, taking into account other amounts that may be available to pay principal of and interest on the Bonds and administrative expenses, to amend the Special Tax Roll pursuant to the Special Tax Reports and shall, by ordinance, approve the amount of the Special Tax Requirement and direct the County Clerk of Kendall County to extend the Special Tax for collection on the tax books in the amounts so determined pursuant to the Special Tax Reports against all parcels of taxable property in the Areas. The Kendall County Clerk must receive the Special Tax Roll by the last Tuesday in December. The Kendall County Clerk intends, to the extent possible, to incorporate the Special Tax bill into the regular ad valorem property tax bill which will be payable in two equal installments. The first installment is payable in June and the second installment is payable in September. The Special Tax levied by the Bond Ordinance shall be abated each year to the extent the taxes levied pursuant to the Bond Ordinance exceed the Special Tax Requirement as calculated by the City.

At the end of each collection year, the Kendall County Treasurer applies to the Circuit Court of Kendall County, for a judgment for all unpaid taxes. The Circuit Court of Kendall County order resulting from that application for judgment provides for a sale of all property with unpaid taxes. A public sale is held, at which time successful bidders pay the unpaid taxes plus penalties. The annual tax sale is usually held during November in Kendall County. Unpaid taxes accrue penalties at the rate of 1 1/2% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the purchaser of the property at the tax sale the amount paid at the sale, plus a penalty. If redemption does not occur within two and one half years and certain procedural requirements are met, the purchaser of the property at the tax sale can receive a deed to the property which has been sold for delinquent taxes. In addition, a municipality may seek enforcement of unpaid Special Tax through foreclosure proceedings by seeking in court an adjudication of the existence of a lien and a finding of a failure to pay Special Tax when due. Upon making such a finding, a court having jurisdiction would enter a foreclosure decree authorizing the sale of the property subject to the lien of the Special Tax. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Enforcement of Payment of Special Tax" herein.

Special Service Area Special Tax Rolls and Reports

The following description of the Special Service Area Special Tax Rolls and Reports prepared by David Taussig & Associates, Inc., Newport Beach, California, Special Tax Consultant, is qualified in its entirety by reference to the complete form of the Special Tax Rolls and Reports set forth in Appendix A hereto. Capitalized terms used in this section, but not defined, shall have the meaning given to such terms in the Special Tax Rolls and Reports.

The Special Tax Rolls and Reports set forth the provisions for apportioning and levying the Special Tax in the Area. The Special Tax has been levied in the Areas each Calendar Year from 2016 to 2034 to be collected each Calendar Year from 2017 to 2035. The amount of Special Tax to be levied pursuant to the Special Tax Rolls and Reports Rate has been calculated to provide an amount equal to at least 110% of the annual debt service on the Bonds after deduction of the Administrative Expenses estimated at $____ and escalating annually at the rate of one and one half percent.

The Maximum Parcel Special Taxes levied by the City within the Areas in 2016 (for the 2015 tax year) shall not exceed $2,566,299 and increases by 1.50% per year, provided, however, that in no event shall the Maximum Parcel Special Taxes levied exceed $3,404,929 in 2034, the final year the Maximum Parcel Special Taxes shall be levied. Subject, however, to the mandatory prepayment provisions set forth in the Special Tax Reports, the Special Tax Bond Prepayment amount shall not exceed the principal amount of the Bonds plus any Premium, Defeasance and Fees as such terms are defined in the Special Tax Reports, less the Reserve Fund Credit, plus any delinquent Special Taxes on the Parcel for which the prepayment is being made, including any applicable penalties and related costs. See "THE BONDS - Optional Prepayment of Special Tax" and " - Mandatory Prepayment of Special Tax."

The following table sets forth certain information concerning the Special Tax, including the aggregate Maximum Parcel Special Tax to be levied in 2014 through 2034 and the Total Maximum Parcel Special Tax which has been levied pursuant to the Bond Ordinance:

	2005-108			2005-109				
Levy Year Ending	Single Family Dwelling Unit	Townhome Dwelling Unit	Total Parcel Special Taxes	Single Family Dwelling Unit	Townhome Dwelling Unit	Condominium Dwelling Unit	Total Parcel Special Taxes	Total Special Taxes
2014	$2,219	$1,887	$1,022,414	$2,396	$1,942	$1,636	$1,505,992	$2,528,406
2015	2,252	1,915	1,037,610	2,432	1,971	1,661	1,528,689	$2,566,299
2016	2,286	1,944	1,053,288	2,468	2,001	1,686	1,551,666	$2,604,954
2017	2,320	1,973	1,068,966	2,505	2,031	1,711	1,574,850	$2,643,816
2018	2,355	2,003	1,085,126	2,543	2,061	1,737	1,598,526	$2,683,652
2019	2,390	2,033	1,101,286	2,581	2,092	1,763	1,622,482	$2,723,768
2020	2,426	2,063	1,117,786	2,620	2,123	1,789	1,646,645	$2,764,431
2021	2,462	2,094	1,134,428	2,659	2,155	1,816	1,671,373	$2,805,801
2022	2,499	2,125	1,151,410	2,699	2,187	1,843	1,696,308	$2,847,718
2023	2,536	2,157	1,168,534	2,739	2,220	1,871	1,721,808	$2,890,342
2024	2,574	2,189	1,185,998	2,780	2,253	1,899	1,747,515	$2,933,513
2025	2,613	2,222	1,203,944	2,822	2,287	1,927	1,773,709	$2,977,653
2026	2,652	2,255	1,221,890	2,864	2,321	1,956	1,800,188	$3,022,078
2027	2,692	2,289	1,240,318	2,907	2,356	1,985	1,827,154	$3,067,472
2028	2,732	2,323	1,258,746	2,951	2,391	2,015	1,854,612	$3,113,358
2029	2,773	2,358	1,277,656	2,995	2,427	2,045	1,882,350	$3,160,006
2030	2,815	2,393	1,296,906	3,040	2,463	2,076	1,910,580	$3,207,486
2031	2,857	2,429	1,316,298	3,086	2,500	2,107	1,939,297	$3,255,595
2032	2,900	2,465	1,336,030	3,132	2,538	2,139	1,968,579	$3,304,609
2033	2,944	2,502	1,356,244	3,179	2,576	2,171	1,998,068	$3,354,312
2034	2,988	2,540	1,376,600	3,227	2,615	2,204	2,028,329	$3,404,929
No. of Units	340	142		207	280	285		

Administrative Services

David Taussig & Associates, Inc. (the "Administrator") will provide administrative services for the Areas for the City pursuant to an Administrative Services Agreement. The Administrator prepared the Special Tax Reports. Under the Administrative Services Agreement, the Administrator will (i) maintain a Parcel database necessary to extend, bill and collect the Special Taxes, (ii) calculate the amount of Special Tax to be abated for the Area, (iii) prepare an annual report for the Area, (iv) facilitate billing of the Special Tax, (v) monitor tax receipts and collections, (vi) track Special Tax prepayment amounts, (vii) field taxpayer inquiries, and (viii) calculate any rebate on the Bonds.

RISK FACTORS

Investment in the Bonds involves risks which may not be appropriate for certain investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth in this Official Statement, in evaluating the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the Areas to pay their Special Tax when due. Such failures to pay Special Tax could result in the inability of the Areas to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the Areas.

Limited Source of Funds

The Bonds, together with the interest thereon, are limited obligations of the City, payable solely from the Special Tax and the amounts on deposit in certain of the funds and accounts established and maintained under the Trust Indenture, all as more fully set forth therein. The Bonds are not general obligations of the City and do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation. No holder of the Bonds shall have the right to compel the exercise of any taxing power of the City for payment of principal thereof or interest or premium, if any, thereon (other than the levy of the Special Tax as provided in the Bond Ordinance and the Trust Indenture). See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - General" herein.

Information Not Verified

Information concerning the Areas and the proposed development has been obtained from the City and other sources believed by the Underwriter to be reliable, but much of that information involves predictions of future events, such as sales and ability of homeowners and other property owners to pay their share of the Special Tax; such information is, by its nature, not subject to verification.

Local, State and Federal Land Use Regulations

There can be no assurance that land development operations within the Areas will not be adversely affected by future government policies, including, but not limited to, governmental policies which directly or indirectly restrict or control development. The Agreement for Public Improvements cannot limit the application of state or federal laws and regulations which have preemptive effect on local land use regulations. During the past several years, state and federal regulatory agencies have significantly expanded their involvement in local land use matters through increased regulatory enforcement of various environmental laws, including the Endangered Species Act, the Clean Water Act and the Clean Air Act, among others. Such regulations can substantially impair the rate and amount of development without requiring just compensation unless the effect of the regulation is to deny all economic use of the affected property. Bondowners should assume that any event that significantly impairs the ability to develop land in the Areas could cause the land values within the Areas to decrease substantially and could affect the

willingness and ability of the owners of land to pay the Special Tax when due or to proceed with development of land in the Area. See "RISK FACTORS - Failure to Develop Properties" herein.

Overlapping Indebtedness

The Special Tax and any penalties assessed for failure to pay such taxes will constitute a lien against the parcels of land on which they will be levied until such taxes are paid. Such lien will be on a parity with all special taxes and special assessments which may be levied by other agencies and is co-equal to and independent of the lien for general ad valorem real property taxes regardless of when they are imposed upon the same property. The City, however, has no control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the Areas.

The ability of an owner of land within the Areas to pay the Special Tax could be adversely affected if additional debt is issued or additional taxes or assessments are levied, which are payable by the owners of land within the Areas. The imposition of additional liens, whether public or private, may reduce the ability or willingness of the homeowners to pay the Special Tax and increase the possibility that foreclosure proceeds will not be adequate to pay any delinquent Special Tax. The Bonds are not in any way secured by the first mortgage lien. The Bonds are secured by the Special Tax, which has priority over a first mortgage lien.

Tax Delinquencies

In order to pay debt service on the Bonds, it is necessary that the Special Tax within the Areas be paid in a timely manner. Under provisions of the Special Service Area Act, the Special Tax, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the property owners within the Areas on the regular general ad valorem property tax bills sent to owners of such properties or on a special tax bill delivered at the same time as the regular ad valorem property tax bills. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do general ad valorem property tax installments. The unwillingness or inability of a property owner to pay ad valorem property tax bills as evidenced by general ad valorem tax delinquencies may also indicate an unwillingness or inability to make general ad valorem tax payments and Special Tax installment payments in the future. If property owners fail to pay the Special Tax when due, there could be significant special tax delinquencies. See "RISK FACTORS - Concentration of Ownership."

Also, the Kendall County Collector may not be willing to bill the property owners in the Areas the Special Tax on their regular ad valorem property tax bills or if the Kendall County Collector is willing to bill the property owners in the Areas the Special Tax on their regular ad valorem property bills today, the Kendall County Collector may not be willing to do so in the future. In that event, the responsibility to bill and collect Special Tax would become the City's responsibility under the Special Tax Reports. However, the City has limited its obligation to pay for the costs of billing and collecting to amounts on deposit in the Administrative Expense Fund.

See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Enforcement of Payment of Special Tax" for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Trust Indenture, in the event of delinquencies in the payment of Special Tax. See "RISK FACTORS - Potential Delay and Limitation in Foreclosure Proceedings" and "Bankruptcy" below, for a discussion of limitations on the City's ability to foreclose the lien of delinquent unpaid Special Tax in certain circumstances.

Potential Delay and Limitations in Foreclosure Proceedings

The payment of Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax may be limited by bankruptcy, insolvency and other laws generally affecting creditors' rights or

by the laws of the State relating to judicial foreclosure. See "RISK FACTORS - Bankruptcy." In addition, the prosecution of a foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

The ability of the City to foreclose the lien of a delinquent unpaid Special Tax payment may be limited with regard to properties in which the Federal Deposit Insurance Corporation ("FDIC") or any successor to the FDIC may acquire an interest. The FDIC currently does not have an interest in the land within the Areas. However, if a lender takes a security interest in property in the Areas and becomes insolvent, such a lender could fall under the jurisdiction of the FDIC. The FDIC could assert federal preemptive power to challenge any prior taxes, special taxes and assessments where it is in its interest to do so, including the requirement that local agencies obtain the consent of the FDIC in order to foreclose the lien of delinquent unpaid special taxes.

If the City is required to obtain the consent of the FDIC to foreclose on property located in the Areas, such consent could be denied and the City might be unable to pursue foreclosure proceedings. Additionally, obtaining such consent could delay the foreclosure proceedings. Any delay in foreclosure proceedings or the inability of the City to foreclose on property in the Areas in which the FDIC has an interest could result in a delay or default in payment of the Bonds.

In addition, potential investors should be aware that judicial foreclosure proceedings are not summary remedies and can be subject to significant procedural and other delays caused by crowded court calendars and other factors beyond the control of the Areas or the City. In addition, the Illinois Constitution prescribes certain minimum redemption periods, which may be as long as three years, in the event of foreclosure. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Enforcement of Payment of Special Tax." Under current conditions, it is estimated that a judicial foreclosure of the lien of the Special Tax could take several years from initiation of litigation to the lien foreclosure sale.

Delays and uncertainties in the Special Tax lien foreclosure process create significant risks for Bondowners. High rates of Special Tax payment delinquencies, which continue during the pendency of protracted Special Tax lien foreclosure proceedings, could result in the rapid, total depletion of the Reserve Fund prior to replenishment from the resale of Parcels in the Areas upon foreclosure. In that event, there could be a default in payments of the principal of, and interest on, the Bonds. See "RISK FACTORS - Concentration of Ownership" above.

Bankruptcy

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although a bankruptcy proceeding would not cause the Special Tax to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by a bankruptcy court having jurisdiction. In addition, bankruptcy of a property owner could result in a delay in commencement and completion of foreclosure proceedings. The filing of bankruptcy proceedings stays all legal proceedings of a debtor including any tax sale during the pendency of such proceedings. Such stay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax Special Tax installments not being paid in full.

Maximum Special Taxes

Pursuant to the Bond Ordinance, the City has levied the Special Tax in the maximum amounts permitted by the Special Tax Reports. However, there is no assurance that the maximum amounts will at all times be sufficient to pay the amounts required to be paid by the Trust Indenture. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - Tax Revenues" and "THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Rolls and Reports."

Disclosure to Future Purchasers

The City has recorded the Establishing Ordinances for the property included in the Areas in the Office of the Recorder of Deeds of Kendall County on or prior to the Date of Delivery and has recorded the Declarations of Consent in the Office of the Recorder of Deeds of Kendall County on or prior to the Date of Delivery. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of single family homes, condominiums or townhomes or the lending of money thereon. Failure to disclose the existence of the Special Tax may affect the willingness and ability of future owners of land within the Areas to pay the Special Tax when due.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. In addition, prices of issues for which a market is being made will depend on then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Secondary Market and Prices

The Underwriter presently does not intend to engage in secondary market trading of the Bonds. The Underwriter is not obligated to engage in secondary trading or to repurchase any of the Bonds at the request of the Owners thereof. No assurance can be given that a secondary market for any of the Bonds will be available and no assurance can be given that the initial offering prices for the Bonds will continue for any period of time.

Loss of Tax Exemption

Interest on the Bonds could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Code. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption or mandatory redemption provisions of the Trust Indenture.

Risk of Legislative and Judicial Changes

Future legislation, regulations, governmental or judicial interpretation of regulations or legislation or practices and procedures related to property tax assessment, levy, collections or distribution could have a material effect on the calculation or availability of the Special Tax. There is no assurance that legislation will not be considered or enacted in the future, and unless provision is made in such legislation for special service areas generally in Illinois, the generation of the Special Tax could be materially adversely affected.

UNDERWRITING

The Underwriter, William Blair & Company, L.L.C., has agreed to purchase the Bonds from the City for reoffering, subject to certain conditions, at an aggregate purchase price of $_____, which price reflects principal amount of the Bonds of $_____, plus net original issue premium of $_____, and less Underwriter's discount of $_____. Under the bond purchase agreement between the City and the Underwriter (the "Bond Purchase Agreement"), the Underwriter is obligated to purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such a purchase is subject to certain conditions set forth in the Bond Purchase Agreement. The Underwriter may change the prices and other terms with respect to the offer and sale of the Bonds from time to time after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering price set forth on the cover page of this Official Statement, including sales to dealers.

LEGAL OPINIONS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Foley & Lardner LLP, Chicago, Illinois, Bond Counsel. The proposed form of the opinion of Bond Counsel is included herein as Appendix F. Certain legal matters will be passed upon for the Underwriter by its counsel, Bryan Cave LLP, Chicago, Illinois; and for the City, by its counsel, Kathleen Field Orr & Associates, Chicago, Illinois.

TAX EXEMPTION

Summary of Bond Counsel's Opinion

Foley & Lardner LLP, Bond Counsel, is of the opinion that under existing law, interest on the Bonds is not includable in the gross income of the owners thereof for Federal income tax purposes. If there is continuing compliance with the applicable requirements of the Code, Bond Counsel is of the opinion that interest on the Bonds will continue to be excluded from the gross income of the owners thereof for Federal income tax purposes. Bond Counsel is further of the opinion that the Bonds are not "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, interest on the Bonds is not an item of tax preference for purposes of computing individual or corporate alternative minimum taxable income. However, interest on the Bonds is includable in corporate earnings and profits and therefore must be taken into account when computing corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax. Interest on the Bonds is not exempt from Illinois income taxes.

The Code contains certain requirements that must be satisfied from and after the date of issuance of the Bonds in order to preserve the exclusion from gross income for Federal income tax purposes of interest on the Bonds. These requirements relate to the use and investment of the proceeds of the Bonds, the payment of certain amounts to the United States, the security and source of payment of the Bonds and the use of the property financed with the proceeds of the Bonds. The City has covenanted in the Indenture to comply with these requirements.

Exclusion from Gross Income: Requirements

The Code sets forth certain requirements that must be satisfied on a continuing basis in order to preserve the exclusion from gross income for Federal income tax purposes of interest on the Bonds. Among these requirements are the following:

Limitations on Private Use. The Code includes limitations on the amount of proceeds that may be used in the trade or business of, or used to make or finance loans to, persons other than governmental units.

Investment Restrictions. Except during certain "temporary periods," proceeds of the Bonds and investment earnings thereon (other than amounts held in a reasonably required reserve or replacement fund,

if any, or as part of a "minor portion") may generally not be invested in investments having a yield that is "materially higher" (1/8 of one percent) than the yield on the Bonds.

Rebate of Arbitrage Profit. Unless the City qualifies for one of several exemptions, earnings from the investment of the "gross proceeds" of the Bonds in excess of the earnings that would have been realized if such investments had been made at a yield equal to the yield on the Bonds are required to be paid to the United States at periodic intervals. For this purpose, the term "gross proceeds" includes the original proceeds of the Bonds, amounts received as a result of investing such proceeds and amounts to be used to pay debt service on the Bonds.

Covenants to Comply

The City has covenanted in the Indenture to comply with the requirements of the Code relating to the exclusion from gross income for Federal income tax purposes of interest on the Bonds.

Risks of Non-Compliance

In the event that the City fails to comply with the requirements of the Code, interest on the Bonds may become includable in the gross income of the owners thereof for Federal income tax purposes retroactive to the date of issue. In such event, the Indenture requires neither acceleration of payment of principal of, or interest on, the Bonds nor payment of any additional interest or penalties to the owners of the Bonds.

Bonds Purchased at a Premium or a Discount

The difference (if any) between the initial price at which a substantial amount of the Bonds is sold to the public (the "Offering Price") and the principal amount payable at maturity of such Bonds is given special treatment for Federal income tax purposes. If the Offering Price is higher than the maturity value of a Bond, the difference between the two is known as "bond premium" if the Offering Price is lower than the maturity value of a Bond, the difference between the two is known as "original issue discount."

Bond premium and original issue discount are amortized over the term of a Bond on the basis of the owner's yield from the date of purchase to the date of maturity, compounded at the end of each accrual period of one year or less with straight line interpolation between compounding dates, as provided more specifically in the Income Tax Regulations. The amount of bond premium accruing during each period is treated as a reduction in the amount of tax-exempt interest earned during such period and is subtracted from the owner's tax basis in the Bond. The amount of original issue discount accruing during each period is treated as interest that is excludable from the gross income of the owner of such Bond for Federal income tax purposes, to the same extent and with the same limitations as current interest, and is added to the owner's tax basis in the Bond. A Bond's adjusted tax basis is used to determine whether, and to what extent, the owner realizes taxable gain or loss upon disposition of the Bond (whether by reason of sale, acceleration, redemption prior to maturity or payment at maturity of the Bond).

Owners of Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Bonds. It is possible that under the applicable provisions governing the determination of state or local income taxes, accrued interest on the Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year.

Federal Income Tax Consequences

Pursuant to Section 103 of the Code, interest on the Bonds is not includable in the gross income of the owners thereof for Federal income tax purposes. However, the Code contains a number of other provisions relating to the treatment of interest on the Bonds which may affect the taxation of certain types of owners, depending on their particular tax situations. Prospective purchasers should consult their tax advisors concerning the particular Federal income tax consequences of their ownership of the Bonds.

Interest on the Bonds is not exempt from present State of Illinois income taxes.

CONTINUING DISCLOSURE

The City will enter into a Continuing Disclosure Agreement (the "Undertaking") with Amalgamated Bank of Chicago, as dissemination agent (the "Dissemination Agent") for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the MSRB pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the SEC under the 1934 Act. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and a summary of other terms of the Undertaking, including termination, amendment and remedies, are set forth below under "THE UNDERTAKING." The Undertaking is set forth on "**APPENDIX E** – Continuing Disclosure Agreement".

The City failed to file its audited financial statements for the 2010 fiscal year within the time period specified in prior continuing disclosure undertakings. As of April 23, 2013, the City had filed such audited financial statements. The City has established procedures to ensure that such audited financial statements will be filed in a timely manner in the future. A material event disclosure pertaining to bond and certificate insurance rating change required in prior undertakings was not submitted within the time frame required in the prior undertakings. On April 5, 2013, this material event disclosure was filed with the MSRB through EMMA. In the past five years there have been numerous rating actions reported by Moody's Investors Service, Standard & Poor's Rating Corporation and Fitch Ratings affecting the municipal bond insurance companies, some of which had insured bonds previously issued by the City. Due to widespread knowledge of these rating actions, material event notices were not filed by the City. The City failed to file audited financial statements and annual financial information and operating data for fiscal year 2012 (the "2012 Filings") under its general obligation CUSIP number 987355 within the time period specified in prior continuing disclosure undertakings; the 2012 Filings were made within the time period specified in prior continuing disclosure undertakings under CUSIP number 987354. On July 22, 2014, this disclosure was filed with the MSRB through EMMA and the 2012 Filings were transferred to CUSIP number 987355.

A failure by the City to comply with the Undertaking will not constitute a default under the Indenture, and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. See "THE UNDERTAKING—Consequences of Failure of the City to Provide Information." A failure by the City to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

Bond Counsel expresses no opinion as to whether the Undertaking complies with the requirements of Section (b)(5) of the Rule.

THE UNDERTAKING

The following is a brief summary of certain provisions of the Undertaking of the City and does not purport to be complete. The statements made under this caption are subject to the detailed provisions of the Undertaking, a copy of which is attached hereto as "**APPENDIX E** – Continuing Disclosure Agreement."

Annual Financial Information Disclosure

The City covenants that it will, or cause the Dissemination Agent to, disseminate its Annual Financial Information and its Audited Financial Statements, if any (as described below) to the MSRB through EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the SEC at the time of delivery of such information. The City is required to deliver such

information not more than 210 days after the last day of the City's fiscal year, which is April 30 of each calendar year; provided that if Audited Financial Statements are not available by such time, then unaudited financial statements shall be filed by such time and Audited Financial Statements shall be filed when available.

"*Annual Financial Information*" means statements and tables in this Official Statement contained under the captions "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Value to Lien Ratio" "- Representative Property Taxes and "- Historical Special Tax Collections and Delinquencies."

"*Audited Financial Statements*" means the general purpose financial statements of the City prepared in accordance with generally accepted auditing standards and "Government Auditing Standards" issued by the Comptroller of the United States.

Reportable Events Disclosure

The City covenants that it will, or cause the Dissemination Agent to, disseminate in a timely manner to the MSRB the disclosure of the occurrence of an Event (as described below) with respect to the Bonds in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the SEC at the time of delivery of such information. The *"Events"* are:

- Principal and interest payment delinquencies
- Non-payment related defaults
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions or events affecting the tax-exempt status of the security
- Modifications to the rights of Bondholders, if material
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution or sale of property securing repayment of the Bonds, if material
- Rating changes
- Bankruptcy, insolvency, receivership or similar event of the City*
- The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- Appointment of a successor or additional trustee or the change of name of a trustee, if material

Whenever the City obtains knowledge of the occurrence of an Event, whether because of notice from the Dissemination Agent or otherwise, the City shall determine as soon as possible (but in no event in excess of ten (10) business days after the occurrence of the Event giving rise to the Reportable Event) if such Event is a "Reportable Event" which is required to be reported to the MSRB pursuant to the Rule. If the City determines that an Event is a Reportable Event required to be reported to the MSRB

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

pursuant to the Rule, the City shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to report such Reportable Event, in which event the Dissemination Agent shall file a notice of such Reportable Event with the MSRB through EMMA. Such notice shall in no event be filed later than ten (10) business days after the occurrence of the Event giving rise to the Reportable Event.

Consequence of Failure of the City To Provide Information

The City shall give, or cause the Dissemination Agent to give, notice in a timely manner to the MSRB of any failure to provide disclosure of Annual Financial Information and Audited Financial Statements when the same are due under the Undertaking.

In the event of a failure of the City to comply with any provision of the Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Undertaking. A default under the Undertaking shall not be deemed a default under the Bond Ordinance, and the sole remedy under the Undertaking in the event of any failure of the City to comply with the Undertaking shall be an action to compel performance.

Amendment; Waiver

Notwithstanding any other provision of the Undertaking, the City by resolution or ordinance authorizing such amendment or waiver, may amend the Undertaking, and any provision of the Undertaking may be waived, if:

(a)(i) The amendment or the waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including, without limitation, pursuant to a "no-action" letter issued by the SEC, a change in law, or a change in the identity, nature, or status of the City, or type of business conducted; or

(ii)The Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b)The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City (such as Bond Counsel).

In the event that the SEC or the MSRB or other regulatory authority approves or requires Annual Financial Information or notices of a Reportable Event to be filed with a central post office, governmental agency or similar entity other than the MSRB or in lieu of the MSRB, the City shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending the Undertaking.

Termination of Undertaking

The Undertaking, and the obligations of the Dissemination Agent thereunder, shall be terminated if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Bond Ordinance and the Indenture. The City shall, or cause the Dissemination Agent to, give notice to the MSRB through EMMA in a timely manner if this paragraph is applicable.

Additional Information

Nothing in the Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in the Undertaking or any other means of communication, or including any other information in any Annual Financial Information or Audited Financial Statements or notice of occurrence of a Reportable Event, in addition to that which is required by the Undertaking. If the City chooses to include any information from any document or notice of occurrence of a material Event in addition to that which is specifically required by the Undertaking, the City shall have no obligation under the Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

Information to Be Provided to Dissemination Agent[and ___]

The City shall provide the following to the Dissemination Agent (collectively, the "City Information"):

- The City shall annually, within 210 days after the close of each fiscal year, file with the Dissemination Agent[and the Bond Insurer], and otherwise as provided by law the annual audited financial statements of the City. The City shall also file with the Dissemination Agent[and the Bond Insurer] within ten (10) days of receipt thereof a copy of the annual report prepared by the Consultant showing the Special Taxes received, all disbursements from the Funds and Accounts administered by the Indenture, including the balances in all Funds and Accounts relating to the Bonds and the Special Services as of the end of such fiscal year, the collection of taxes, delinquencies, tax sales and foreclosures.

- The City shall file with the Dissemination Agent[and the Bond Insurer] (a) forthwith upon becoming aware of any Event of Default or other event which, with the lapse of time specified in the Indenture, would become an Event of Default, a Written Certificate of the City specifying such Event of Default or other event; and (b) within 210 days after the end of each fiscal year, a written certificate of the City stating that, to the best of knowledge and belief of the authorized officer of the City executing such written certificate, the City has kept, observed, performed and fulfilled each and every one of its covenants and obligations contained in the Indenture and there does not exist at the date of such certificate any default by the City under the Indenture or any Event of Default or other event which, with the lapse of time, would become an Event of Default, or, if any such Event of Default or other event shall so exist, specifying the same and the nature and status thereof.

The City shall provide the Dissemination Agent with a written notice instructing the Dissemination Agent to report such City Information to the MSRB, in which event the Dissemination Agent shall file a notice of such City Information with the MSRB through EMMA.

Dissemination of Information; Dissemination Agent

When filings are required to be made with the MSRB in accordance with the Undertaking, such filings are required to be made through EMMA for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The City has appointed Amalgamated Bank of Chicago to serve as the Dissemination Agent.

Duties, Immunities and Liabilities of Dissemination Agent.

The Dissemination Agent shall have only such duties as are specifically set forth in the Undertaking, and the City, to the extent permitted by law, agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this paragraph survive the resignation or removal of the Dissemination Agent and the payment of the Bonds.

Prospective purchasers of the Bonds and purchasers of the Bonds in the secondary market can obtain the continuing disclosure information described herein from the Underwriter.

NO LITIGATION

At the time of delivery of and payment for the Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending with respect to which the City has been served with process or is otherwise aware, or, to the knowledge of the officer of the City executing such certificate, threatened against the City affecting the existence of the City, the Areas or the titles of its officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Bond Ordinance and/or the Trust Indenture, or the collection or application of the Special Tax, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Ordinance, the Trust Indenture, the Agreement for Public Improvements, the Annexation Agreement or any action of the City contemplated by any of the said documents, or the collection or application of the Special Tax, or in any way contesting the completeness or accuracy of the Bond Ordinance, the Trust Indenture or any amendments or supplements hereto, or contesting the powers of the City contemplated by any of said documents, nor, to the knowledge of the officer of the City executing such certificate, is there any basis therefor.

[BOND RATING

Standard & Poor's Credit Market Services has assigned its municipal bond rating of _____ to the Bonds based upon the issuance of the Municipal Bond Insurance Policy by [____] at the time of delivery of the Bonds. No application was made to any other rating agency for the purpose of obtaining an additional rating on the Bonds. A rating reflects only the views of such organization and any desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same. Generally, a rating agency bases its rating on the information and material furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

Except as may be required of the City by the Undertaking described under the heading "CONTINUING DISCLOSURE," neither the City nor the Underwriter undertake responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of the rating or to oppose any such revision or withdrawal.]

MISCELLANEOUS

The references, excerpts, and summaries of documents and statutes contained in this Official Statement do not purport to be complete statements of the provisions of such documents and statutes, and reference is made to all such documents and statutes for full and complete statements of their terms and provisions.

The estimates, assumptions, statistical and financial information, and all other information contained in this Official Statement have been compiled from official and other sources believed to be reliable; however, none of such estimates, assumptions, or information is guaranteed by the City, the Consultant, or the Underwriter as to completeness or accuracy.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, is set forth as such and not as a representation of fact; no representation is made that any of the estimates contained herein will be realized. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any offer or sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the Areas since the date hereof.

AUTHORIZATION

The City has authorized the execution and distribution of this Official Statement.

THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

By: /s/
Its: Mayor

APPENDIX A

Special Tax Rolls and Reports

APPENDIX B

Trust Indenture

APPENDIX C

Specimen Municipal Bond Insurance Policy

APPENDIX D

Bond Opinion

APPENDIX E

Continuing Disclosure Agreement

EXHIBIT E

CONTINUING DISCLOSURE UNDERTAKING

**FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15C2-12**

This Continuing Disclosure Undertaking (the "*Agreement*") is executed and delivered by the United City of Yorkville, Kendall County, Illinois (the "*City*"), in connection with the issuance of (i) $[____] Special Service Areas 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 (the "*Bonds*"). The Bonds are being issued pursuant to an ordinance adopted on the____ day of _____, ____, by the City Council of the City (as supplemented by a Bond Order, the "*Ordinance*") and a Trust Indenture dated as of February 1, 2016 (the "*Indenture*") between the City and _____, as trustee.

In consideration of the issuance of the Bonds by the City and the purchase of such Bonds by the beneficial owners thereof, the City covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITION. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means the financial information and operating data described in *Exhibit I*.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of the City prepared pursuant to the standards and as described in *Exhibit I*.

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

MSRB means the Municipal Securities Rulemaking Board.

Official Statement or *Final Official Statement* means the final Official Statement, dated _____, 2016 relating to the Bonds.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the events with respect to the Bonds set forth in Exhibit II.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

Undertaking means the obligations of the City pursuant to Sections 4 and 5.

3. CUSIP NUMBER/FINAL OFFICIAL STATEMENT. The CUSIP Numbers of the Bonds are as set forth in Exhibit II and in the Final Official Statement relating to the Bonds. The City will include the CUSIP Numbers in all disclosure described in Sections 4 and 5 of this Agreement.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in Exhibit I) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate in a timely manner (not in excess of 10 Business Days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32

requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. CONSEQUENCES OF FAILURE OF THE CITY TO PROVIDE INFORMATION. The City shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance or the Indenture, and the sole remedy under this Agreement in the event of any failure of the City to comply with this Agreement shall be an action to compel performance.

7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the City by resolution or ordinance authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the City, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the City (such as Bond Counsel) at the time of the amendment.

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the City shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the City shall be terminated hereunder if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds (including defeasance of the Bonds) under the Ordinance and the Indenture. The City shall give notice to EMMA in a timely manner if this Section is applicable.

9. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The City has initially appointed _____ as Dissemination Agent.

10. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the City chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

11. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. RECORDKEEPING. The City shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. ASSIGNMENT. The City shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the City under this Agreement or to execute an Undertaking under the Rule.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois.

UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

By:_____
Its: Mayor

Date: February __, 2016

EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED
FINANCIAL STATEMENTS

"*Annual Financial Information*" means information of the type contained in the following headings, subheadings and exhibits of the Final Official Statement:

1. EXPECTED SPECIAL TAX AND DEBT SERVICE COVERAGE
2. SECURITY AND SOURCE OF PAYMENT OF THE BONDS – Historical Special Tax Collections and Delinquencies
3. SECURITY AND SOURCE OF PAYMENT OF THE BONDS – Value-to-Lien Ratio of Special Service Area Property
4. SECURITY AND SOURCE OF PAYMENT OF THE BONDS – Representative Property Taxes
5. THE CITY– Socioeconomic Information

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 240 days after the last day of the City's fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included.

Audited Financial Statements will be prepared in accordance with the accounting principles described in the Official Statement. Audited Financial Statements will be submitted to EMMA within 30 days after availability to the City.

The City shall also file with the Dissemination Agent and the Bond Insurer within ten (10) days of receipt thereof a copy of the annual report prepared by the Consultant showing the Special Taxes received, all disbursements from the Funds and Accounts administered by the Trust Indenture, including the balances in all Funds and Accounts relating to the Bonds and the Special Services as of the end of such fiscal year, the collection of taxes, delinquencies, tax sales and foreclosures.

The City shall file with the Dissemination Agent and the Bond Insurer (a) forthwith upon becoming aware of any Event of Default or other event which, with the lapse of time specified in the Trust Indenture, would become an Event of Default, a Written Certificate of the City specifying such Event of Default or other event; and (b) within 240 days after the end of each fiscal year, a written certificate of the City stating that, to the best of knowledge and belief of the

authorized officer of the City executing such written certificate, the City has kept, observed, performed and fulfilled each and every one of its covenants and obligations contained in the Trust Indenture and there does not exist at the date of such certificate any default by the City under the Trust Indenture or any Event of Default or other event which, with the lapse of time, would become an Event of Default, or, if any such Event of Default or other event shall so exist, specifying the same and the nature and status thereof.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Agreement, the City will disseminate a notice of such change as required by Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other Reportable Events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the City*
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

EXHIBIT III
CUSIP NUMBERS

MATURITY (MARCH 1)	CUSIP NUMBER

EXHIBIT F

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between the United City of Yorkville at 800 Game Farm Road, Yorkville, Illinois 60560, hereinafter called "Yorkville" or "Client," and David Taussig & Associates, Inc., at 5000 Birch Street, Suite 6000, Newport Beach, CA 92660, hereinafter called "Consultant." The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows.

ARTICLE I
TERM OF CONTRACT

Section 1.1 This agreement shall become effective on the date stated above and will continue in effect until terminated as provided in Article 6 below.

ARTICLE II
SERVICES TO BE PERFORMED BY CONSULTANT

Section 2.1 Consultant agrees to perform the professional services for the Client and to deliver the work products to the Client as described in the Scope of Work statement attached as Exhibit "A" hereto. Such professional services and work products, as from time to time modified in accordance with Section 2.3 hereof, are collectively referred to as the "Administrative Services."

Section 2.2 Consultant will determine the method, details and means of performing the Administrative Services. Consultant may, at Consultant's own expense, employ such assistance as it deems necessary to perform the Administrative Services required by Client under this Agreement. Consultant shall conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the Client, other than normal contract monitoring. All computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, processes and methods (collectively, the "Proprietary Models") used or developed by Consultant in performing its work is proprietary and shall remain property owned solely by, or licensed by a third party to Consultant. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a license to use the hard copy or electronically transmitted reports generated pursuant to the Administrative Services and that any Proprietary Model that Consultant uses to generate such reports is owned by, or is duly licensed from a third party to Consultant and is not being provided to Client hereunder. Client acknowledges and agrees that Consultant has the right to use the reports and analyses that it authors pursuant to this Agreement as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however, that Consultant shall not use any confidential information provided by Client in such future reports and analyses. Client acknowledges and agrees that Consultant has spent substantial time and effort in collection and compiling data and information (the "Data Compilations") in connection with the Administrative Services and that such Data Compilations may

be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's confidential information that may be contained in such Data Compilations, unless such confidential information is used only on an aggregated and anonymous basis.

Section 2.3 Any proposed changes in the Administrative Services hereunder shall be submitted to the other party hereto, and any such changes agreed to by the parties shall be reflected in an amendment to Exhibit "A" in accordance with Section 7.2 hereto.

Section 2.4 Nothing in this Agreement shall give the Consultant possession of authority with respect to any Client decision beyond the rendition of information, advice, recommendation or counsel.

ARTICLE III
COMPENSATION

Section 3.1 Client agrees to pay Consultant for its Administrative Services a professional fee computed according to the Fee Schedule attached as Exhibit "B" hereto.

Section 3.2 On or about the first two weeks of each quarter, in accordance with the Fee Schedule, Consultant shall present to Client an invoice. Such invoices shall be paid by Client within thirty (30) days of the date of each invoice. A 1.2% charge may be imposed against accounts which are not paid within 30 days of the date of each invoice.

Section 3.3 The maximum total fee amount set forth in Exhibit "B" may be increased as a result of any expansion of the Administrative Services to be rendered hereunder pursuant to Section 2.3 or as provided in Exhibit "A" hereto.

Section 3.4 Records of the Consultant's costs relating to (i) the Administrative Services performed under this Agreement and (ii) reimbursable expenses shall be kept and be available to the Client or to Client's authorized representative at reasonable intervals during normal business hours.

ARTICLE IV
OTHER OBLIGATIONS OF CONSULTANT

Section 4.1 Consultant agrees to perform the Administrative Services in accordance with Exhibit "A." Should any errors caused by Consultant's negligence be found in such services or products, Consultant will correct them at no additional charge by revising the work products called for in Exhibit "A" to eliminate the errors. Consultant's contribution toward all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings and all costs and expenses in connection therewith, including reasonable attorneys' fees, arising out of or connected with the performance of Consultant's Administrative Services under this Agreement, except as may arise from Consultant's willful misconduct or gross negligence, shall in no event exceed the amounts received by Consultant under this Agreement.

Section 4.2 Consultant will supply all tools and instrumentalities required to perform the Administrative Services under the Agreement.

Section 4.3 Neither this Agreement nor any duties or obligations under this Agreement may

be assigned by Consultant without the prior written consent of Client. However, Consultant may subcontract portions of the work to be performed hereunder to other persons or concerns provided Consultant notifies Client of the name and address of said proposed subcontractor and Client either consents or fails to respond to notification with respect to the use of any particular proposed subcontractor.

Section 4.4 In the performance of its Administrative Service hereunder, Consultant is, and shall be deemed to be for all purposes, an independent contractor (and not an agent, officer, employee or representative of Client) under any and all laws, whether existing or future. Consultant is not authorized to make any representation, contract or commitment on behalf of Client.

ARTICLE V
OTHER OBLIGATIONS OF CLIENT

Section 5.1 Client agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement with the exception of those documents which Exhibit "A" calls upon the Consultant to prepare.

Section 5.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Consultant.

Section 5.3 The Client, County of Lake and other public agencies, property owners, consultants and other parties dealing with Client or involved in the subject special service areas referred to in Exhibit "A" will be furnishing to Consultant various data, reports, studies, computer printouts and other information and representations as to the facts involved in the special service areas which Client understands Consultant will be using and relying upon in preparing the reports, studies, computer printouts and other work products called for by Exhibit "A." Consultant shall not be obligated to establish or verify the accuracy of the information furnished by or on behalf of Client, nor shall Consultant be responsible for the impact or effect on its work products of the information furnished by or on behalf of Client, in the event that such information is in error and therefore introduces error into Consultant's work products.

Section 5.4 In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the services rendered hereunder, Client shall compensate Consultant at a rate of $250 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

ARTICLE VI
TERMINATION OF AGREEMENT

Section 6.1 Either party may terminate or suspend this Agreement upon thirty days (30) written notice. Unless terminated as provided herein, this Agreement shall continue in force until the Administrative Services set forth in Exhibit "A" have been fully and completely performed and all proper invoices have been rendered and paid.

Section 6.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party at its option may terminate this Agreement by giving written notification to the defaulting party. Such termination shall be effective upon receipt by the

defaulting party, provided that the defaulting party shall be allowed ten (10) days in which to cure any default following receipt of notice of same.

Section 6.3 The covenants contained in Sections 2.2, 3.1, 4.1, 5.3, 5.4, 6.3 and all of Article VII shall survive the termination of this Agreement.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1 Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with the first sentence of this Section 7.1. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 7.2 This Agreement and exhibits hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any exhibit hereto) will be effective if it is in writing and signed by the party against whom it is sought to be enforced.

Section 7.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 7.4 Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association. The arbitration shall take place in Chicago, Illinois, or such other location mutually agreed to by the parties.

The arbitrator(s) shall be selected as follows: In the event that Consultant and Client agree on one arbitrator, the arbitration shall be conducted by such arbitrator. In the event Consultant and Client do not so agree, Consultant and Client shall each select an arbitrator and the two arbitrators so selected shall select the third arbitrator. If there is more than one arbitrator, the arbitrators shall act by majority vote.

The decree or judgement of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties may propose arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire a triple A arbitrator for resolution of a dispute hereunder.

Section 7.5 The prevailing party in any arbitration or legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights

and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 7.6 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written.

CLIENT: **United City of Yorkville**

By: _____

Date: _____

CONSULTANT: **David Taussig & Associates, Inc.**

By: _____
David Taussig, President

Date: _____

http://127.0.0.1/resources/Proposals/ADMIN/ILLINOIS/Yorkville/Admin Agreement SSA 2005-108 and 2005-109 2016.doc

Exhibit A - Scope of Work

Please note that the Scope of Work statement is predicated on the assumption that the special taxes for Special Service Area Nos. 2005-108 and 2005-109 (hereinafter called "SSAs") will be billed and collected by the County of Kendall (the "County"). The Scope of Work statement for the administration of the SSAs is comprised of those services associated with the annual calculation and billing of the special taxes, review of bond funds and accounts, responses to taxpayer inquiries (i.e., phone calls, prepayment requests, builder education/coordination), determination of arbitrage/rebate liability, and the reporting of certain information as set forth in the Continuing Disclosure Agreement as follows:

Task 1: Development Research and SSA Parcel Database

This task involves gathering and organizing the information required to establish and maintain parcel databases necessary to extend, bill, and collect the special taxes, pursuant to the respective SSA Special Tax Roll and Reports, as amended, and includes the following:

1.1 **Subdivision Research:** Coordinate with Yorkville and the builder(s) to obtain copies of all final plats. Identify recording date, property use, acreage, and the lot, block and unit numbers, as applicable, for each new parcel.

1.2 **Permanent Index Numbers:** Coordinate with County to determine valid Permanent Index Numbers ("PIN") for the coming year and obtain new cadastral maps.

1.3 **Classification of Property:** Assign each parcel to the appropriate special tax classification in accordance with the respective SSA Special Tax Roll and Reports, as amended.

1.4 **SSA Parcel Database:** Establish and maintain parcel databases for the SSAs that will include all relevant PINs, property data, and special tax characteristics.

Task 2: Special Tax Requirement Calculation and Special Tax Abatement

This task involves calculating the amount of special tax to be abated for the SSAs and includes the following subtasks:

2.1 **Bond Funds Accountability Analysis:** This task involves the review and analysis of account statements for the funds and accounts maintained by the trustee. Consultant will prepare a monthly report, which summarizes the activity for each fund and account and evaluates flow of funds for consistency with the Indenture or other controlling documents. When necessary, Consultant will communicate our findings with Yorkville or trustee.

2.2 **Determine Annual Expenses:** Identify expenses for the SSAs including annual debt service, administrative expenses, and provision for delinquencies.

2.3 **Year-End Reconciliation:** Prepare year-end reconciliation to determine surplus

funds, if any, in the bond funds and accounts, interest earnings, and other credits that may be applied to toward the abatement of the special tax.

2.4 **Extension of Special Taxes:** Extend the required special taxes to each PIN pursuant to the respective SSA Special Tax Roll and Reports, as amended, and determine the resulting amount to be abated, if any.

Task 3: Report Preparation

This task includes the preparation of an annual report for the SSAs, which will generally contain the following:

- Brief Development Summary
- Flow of Funds Summary
- Special Tax Collection, Tax Sale, and Foreclosure Status
- Bond Fund and Account Balance Summary
- Special Tax Requirement Calculation
- Current Equalized Assessed Value
- Current Property Tax Rates
- Current Equalized Assessed Value-to-Lien Ratio

Task 4: Extension and Billing of the Special Tax

This task involves coordination with and assistance to the County, as needed, to facilitate the extension and billing of the special tax. The special taxes will be established by ordinance passed by the City on or before the last Tuesday in December. The following subtasks are included:

4.1 **Special Tax Roll:** For the SSAs, Consultant will prepare special tax rolls listing each PIN and the corresponding maximum special tax, special tax amount abated, and special tax amount to be billed.

4.2 **Transmittal to County:** The special tax rolls will be transmitted to the County in hard copy and/or electronic form as specified by the County, along with a certified copy of the abatement ordinances, to be provided to Consultant by Yorkville, in hard copy and electronic form as specified by the County.

4.3 **Coordination with Assessor:** As requested, Consultant will assist the applicable Township Assessor determine the average public improvements allocable to properties in the SSAs.

Task 5: Special Tax Collections

DTA will review the SSA special tax distribution reports provided by the County to monitor and record the collection of special taxes as they are distributed to the SSAs. DTA will request and review the County's unpaid list to determine the payment status of each individual PIN. This data will be recorded in special tax payment database and utilized to prepare an annual delinquent special tax report which shall be distributed to the City and County as needed. DTA will provide assistance to the County as requested to facilitate the collection of the special taxes.

Task 6: Delinquent Special Tax Follow-up

DTA will assist in the collection of special taxes that remain delinquent after the County has conducted its tax sale (or such other date as specified in the bond indenture). The following subtasks are included:

6.1 Final Delinquent Special Tax Report: DTA will update the report of delinquent special taxes prepared pursuant to Task 5 above.

6.2 Demand Letters: This task entails the preparation and mailing of demand letters to the property owners with delinquent special taxes. DTA will prepare a draft demand letter for review and approval by City staff. After the form of the demand letter is approved, DTA will print the demand letters on Yorkville letterhead and mail to property owners.

6.3 Coordination with Delinquent Property Owners: DTA staff will be available to answer questions from the delinquent property owners.

Task 7: Foreclosure Assistance

This task involves assistance with the foreclosure of the special taxes that remain delinquent after the follow-up process. We assume that at this stage in the collection process the City will be retaining legal counsel to pursue judicial foreclosure. Therefore, our services will consist of activities to assist legal counsel and the City with the foreclosure action. The following subtasks are included:

7.1 Foreclosure Report: Following the payment deadline specified in the demand letter, DTA will prepare a report of the remaining delinquent special taxes that would be subject to foreclosure.

7.2 Reserve Fund Analysis: This analysis will ascertain if the Reserve Fund is at its required amount and if any draws will be needed to make the debt service payments on the bonds.

7.3 Exhibit to Ordinance Ordering Judicial Foreclosure: DTA will prepare an exhibit showing the delinquent special taxes, penalties, interest and collection costs to be attached to the ordinance adopted by the City ordering the judicial foreclosure.

Task 8: Prepayment Calculations

This task entails the calculation of prepayment amounts and coordination with the trustee and associated record keeping in the event any special tax is prepaid. This task includes the following subtask:

8.1 Special Tax Prepayments: Upon request, DTA will calculate the amount needed to prepay the special tax pursuant to the prepayment formula as set forth and adopted in the respective Rate and Method of Levying Special Taxes, as amended. The prepayment information provided will identify the amount due, the deadline for payment, and direction regarding where payment is to be remitted.

Task 9: Early Bond Redemption Analysis

This task involves analysis of the early redemption of bonds resulting from the prepayment of special taxes or receipt of recapture funds. DTA will coordinate with the trustee to ensure the proper application of such funds and review the resulting revised debt service schedule.

Task 10: Taxpayer Inquiries

This task involves responding to telephone calls from prospective or current property owners or other interested parties who have questions regarding SSA, the public improvements financed, the amount of the special tax, etc. This task includes brief written responses to property owners as necessary. In order to efficiently and effectively handle these property owner's requests, DTA has a toll-free number for property owners who have questions.

Task 11: Annual Continuing Disclosure

This task entails preparation of annual financial information pursuant to the Continuing Disclosure Undertaking in connection with the issuance of the 2016 Special Tax Refunding Bonds.

Task 12: Arbitrage/Rebate Calculation

This task encompasses those activities associated with computing the rebate liability of the bonds sold on behalf of SSAs.

Exhibit B – Fee Schedule

PROFESSIONAL FEES

DTA's proposed annual compensation for Tasks 1 through 6 and 8 through 11 of the scope of services listed under Exhibit A is a fixed fee of $24,000 plus expenses. Task 7 services shall be billed on a time and materials basis in accordance with the hour rate schedule in Table 1, with payment due upon collection of the delinquent special taxes, including collection costs, through foreclosure. Proposed compensation for Task 12 is $2,750, and $2,250 per bond issue per year for subsequent years. Additional fees will be incurred for transferred proceeds analysis, commingled funds analysis, final or five year report, or computation period in excess of twelve months.

TABLE 1
CONSULTANT'S HOURLY RATES

Managing Director	$250/hour
Vice President	$235/hour
Senior Manager	$225/hour
Manager	$200/hour
Senior Associate	$180/hour
Associate	$165/hour
Senior Analyst	$145/hour
Analyst	$125/hour
Research Assistant	$105/hour

GENERAL TERMS AND CONDITIONS

The preceding annual professional fees shall be billed in four equal installments, with invoices submitted by Consultant to Client on or about the first two weeks of each quarter. Such invoices shall be paid by Client within thirty (30) days of the date of each invoice. A 1.2% charge may be imposed against accounts that are not paid within 30 days of the date of each invoice.

At Client's request, services in addition to those identified in the Scope of Work statement may be provided. Unless otherwise agreed to by Client and Consultant, any additional tasks assigned by Client shall be charged at the hourly rates listed in Table 1.

Such additional tasks may include, but are not be limited to, the following:

- Manual billing of special taxes;
- Administration of variable rate bonds;
- Attendance, other than via telephone, at meetings with property owners or Yorkville staff to answer questions, review the levy, or resolve disputes regarding the calculation of the special tax;
- Assistance with workshops, seminars, etc. concerning disclosure of the special tax; and
- Assumption of dissemination agent responsibilities for developer continuing disclosure reports, if any.

The preceding lump sum professional fees and hourly rates apply for a 24 month period from

execution of the Agreement and are subject to a cost-of-living and/or other appropriate increase every 12 months thereafter. Consultant generally reviews its professional fees and hourly rates annually and, if appropriate, adjusts them to reflect increases in seniority, experience, cost-of-living, and other relevant factors. Consultant shall notify Client in advance of any such increase.

http://127.0.0.1/resources/Proposals/ADMIN/ILLINOIS/Yorkville/Admin Agreement SSA 2005-108 and 2005-109 2016.doc

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Minutes #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – January 12, 2016

Meeting and Date: City Council – February 9, 2016

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Beth Warren (Name) City Clerk (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

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON TUESDAY, JANUARY 12, 2016

Mayor Golinski called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

City Clerk Warren called the roll.

Ward I	Koch	Present
	Colosimo	Present
Ward II	Milschewski	Present
	Kot	Present
Ward III	Frieders	Present
	Funkhouser	Present
Ward IV	Tarulis	Present
	Teeling	Present

Also present: City Clerk Warren, City Attorney Orr, City Administrator Olson, Police Chief Hart, Deputy Chief of Police Hilt, Public Works Director Dhuse, Finance Director Fredrickson, Community Development Director Barksdale-Noble, Director of Parks and Recreation Evans, Administrative Intern Kathman

QUORUM
A quorum was established**.**

AMENDMENTS TO THE AGENDA
Mayor Golinski stated item # 4 on the Consent Agenda will be tabled to the January 26, 2015 City Council meeting. Mayor Golinski also moved item # 5 on the Consent Agenda to the regular meeting under Economic Development.

Amendment approved unanimously by a viva voce vote.

PRESENTATIONS

Life Saving Certificate presented to Eric Biegalski

Mayor Golinski honored Eagle Scout, Eric Biegalski, from the Bristol Boy Scout Troop #34. Mayor Golinski presented him with a life saving certificate. Eric Biegalski shared what he remembered about the incident.

Retired Veteran Letter

Mayor Golinski read a letter from a resident of Yorkville, who is a retired veteran. This resident relocated from Texas and wanted to share the many positive experiences after moving to Yorkville.

PUBLIC HEARINGS
None.

CITIZEN COMMENTS ON AGENDA ITEMS
None.

CONSENT AGENDA
1. Game Farm Road/Somonauk Street Improvements – Authorization No. 5 – *authorize City Administrator to execute (*PW 2015-75)
2. **MFT Resolution 2016-01** for 2016 Road to Better Roads Program – *authorize City Clerk to execute (*PW 2015-76)
3. **Ordinance 2016-01** Authorizing the Execution of the Illinois Public Works Mutual Aid Network Agreement (IPWMAN) – *authorize Mayor and City Clerk to execute (*PW 2015-77)

Mayor Golinski entertained a motion to approve the consent agenda as amended. So moved by Alderman Milschewski; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-8 Nays-0
Colosimo-aye, Milschewski-aye, Tarulis-aye, Frieders-aye,
Funkhouser-aye, Koch-aye, Teeling-aye, Kot-aye

MINUTES FOR APPROVAL
1. Minutes of the Special City Council – Joint Meeting of the City Council and the Yorkville-Bristol Sanitary District – October 29, 2015

2. Minutes of the Regular City Council – November 24, 2015
3. Minutes of the Regular City Council – December 8, 2015

Mayor Golinski entertained a motion to approve the minutes of the special City Council meeting of October 29, 2015 and the regular City Council meeting of November 24, 2015 and December 8, 2015, as presented. So moved by Alderman Funkhouser; seconded by Alderman Milschewski.

Minutes approved unanimously by a viva voce vote.

BILLS FOR PAYMENT

Mayor Golinski stated that the bills were $1,702,375.44.

REPORTS

MAYOR'S REPORT

SSA Abatement Ordinances
(CC 2016-01 2015)

a. **Ordinance 2016-02** Abating Special Service Area Taxes for Special Service Area Number 2003-100 (Raintree Village Project) and Approving the Amended Special Tax Roll
b. **Ordinance 2016-03** Abating Special Service Area Taxes for Special Service Area Number 2003-101 (Windett Ridge Project) and Approving the Amended Special Tax Roll
c. **Ordinance 2016-04** Abating Special Service Area Taxes for Special Service Area Number 2004-104 (Central Grande Reserve) and Approving the Amended Special Tax Roll
d. **Ordinance 2016-05** Abating Special Service Area Taxes for Special Service Area Number 2004-107 (Raintree Village II Project)
e. **Ordinance 2016-06** Abating Special Service Area Taxes for Special Service Area Number 2005-108 (Autumn Creek Project) and Approving the Amended Special Tax Roll
f. **Ordinance 2016-07** Abating Special Service Area Taxes for Special Service Area Number 2005-109 (Bristol Bay I Project) and Approving the Amended Special Tax Roll

Mayor Golinski entertained a motion to approve ordinances abating special service area taxes for special service area number 2003-100 (Raintree Village Project) and approving the amended special tax roll, for special service area number 2003-101 (Windett Ridge Project) and approving the amended special tax roll, for special service area number 2004-104 (Central Grande Reserve) and approving the amended special tax roll, for special service area number 2004-107 (Raintree Village II Project), for special service area number 2005-108 (Autumn Creek Project) and approving the amended special tax roll and for special service area number 2005-109 (Bristol Bay I Project) and approving the amended special tax roll and authorize the Mayor and City Clerk to execute. So moved by Alderman Milschewski; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-8 Nays-0
Milschewski-aye, Teeling-aye, Koch-aye, Kot-aye,
Frieders-aye, Tarulis-aye, Colosimo-aye, Funkhouser-aye

Resolution 2016-02 **Approving an Amendment to the Employee Manual (FMLA)**
(CC 2016-02)

Mayor Golinski entertained a motion to approve a resolution approving an amendment to the United City of Yorkville employee manual and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Funkhouser.

Alderman Frieders asked City Administrator Olson about the new purple section of 4.25.4. He wanted to know if that is the prove it clause. The answer was yes.

Motion approved by a roll call vote. Ayes-8 Nays-0
Funkhouser-aye, Milschewski-aye, Teeling-aye, Koch-aye,
Kot-aye, Frieders-aye, Tarulis-aye, Colosimo-aye

131 E. Hydraulic Roof Replacement – Change Order
(CC 2016-03)

Mayor Golinski entertained a motion to approve an increase of $2,750.00 for the roof replacement at 131 E. Hydraulic, which will increase the total amount of the roof replacement to $22,700. So moved by Alderman Colosimo; seconded by Alderman Kot.

Motion approved by a roll call vote. Ayes-8 Nays-0

Milschewski-aye, Teeling-aye, Koch-aye, Kot-aye,
Frieders-aye, Tarulis-aye, Colosimo-aye, Funkhouser-aye

Comprehensive Plan Steering Committee Appointment
(CC 2016-04)

Mayor Golinski entertained a motion to approve the Mayor's appointment of Mike Mann to the comprehensive plan steering committee. So moved by Alderman Colosimo; seconded by Alderman Milschewski.

Motion approved by a roll call vote. Ayes-8 Nays-0
Teeling-aye, Koch-aye, Kot-aye, Frieders-aye,
Tarulis-aye, Colosimo-aye, Funkhouser-aye, Milschewski-aye

MFT Compliance Review No. 63 for January 1, 2014 – December 31, 2014
(CC 2016-05)

Alderman Frieders asked if the payouts will be affected next year due to the states financial situation. City Administrator Olson said the state already passed a bill that released the previously withheld MFT funding. It should be in place through June 30th, but he is unclear what will happen next year. Alderman Frieders clarified by asking what would be the status of the deteriorating roadways given this financial situation. City Administrator Olson said it becomes a budgetary issue because half of the funds come from MFT and half come from City wide capital. There will be a budgetary decision as to the number of projects the City can undertake.

PUBLIC WORKS COMMITTEE REPORT
No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT
Ordinance 2016-08 **Approving a Clarification and Restatement of a Planned Unit Development Agreement Between the City and Inland Land Appreciation Funds, L.P. (Caledonia)**
(EDC 2016-05)

Alderman Koch made a motion to approve an ordinance approving a clarification and restatement of a planned unit development agreement between the City and Inland Land Appreciation funds, L.P. (Caledonia) and authorize the Mayor and City Clerk to execute; seconded by Alderman Milschewski.

City Administration Olson stated the change the City is requesting is to amend, in all places in the agreement, to say the successor in place of the developer.

Alderman Colosimo made a motion to amend paragraph 8, that the three words that say developer be changed to successor on the agreement; seconded by Alderman Kot.

Alderman Frieders asked if it is customary that when a subdivision goes into bankruptcy and bought by someone else for the buyer to be called developer. City Attorney Orr stated no. It depends on the circumstances, but the main goal is to make sure the successor holds to the standards that the City had in the original PUD. City Administrator Olson clarified by stating the successor does not necessarily have to be the developer but is responsible for maintaining the provisions in the original agreement.

Mayor Golinski stated roll call on the amendment.

Motion approved by a roll call vote. Ayes-8 Nays-0
Funkhouser-aye, Milschewski-aye, Teeling-aye, Koch-aye,
Kot-aye, Frieders-aye, Tarulis-aye, Colosimo-aye

Mayor Golinski stated now back to the original amended motion.

Motion approved by a roll call vote. Ayes-8 Nays-0
Kot-aye, Frieders-aye, Tarulis-aye, Colosimo-aye,
Funkhouser-aye, Milschewski-aye, Teeling-aye, Koch-aye

PUBLIC SAFETY COMMITTEE REPORT
No report.

ADMINISTRATION COMMITTEE REPORT
No report.

PARK BOARD
No report.

PLAN COMMISSION
No report.

ZONING BOARD OF APPEALS
No report.

CITY COUNCIL REPORT
No report.

CITY CLERK'S REPORT
No report.

COMMUNITY & LIAISON REPORT
No report.

STAFF REPORT

Ice Skating Rink

City Administrator Olson stated that the prototype trial ice rink is open in Riverfront Park. There are some rules posted at the park site, as well as on the City's website.

Council Meeting Live Streaming

City Administrator Olson said there is a trial run of streaming of tonight's meeting on FETV.info, which is the channel 10 website. Alderman Colosimo commented that the sound system audio needs to be improved.

ADDITIONAL BUSINESS

Warming Centers

Alderman Kot thanked City Administrator Olson for posting all the warming centers on the City's Facebook account.

Certified Municipal Clerk

Mayor Golinski received a letter from the International Institute of the Municipal Clerks stating that Lisa Pickering earned the designation of Certified Municipal Clerk. Mayor Golinski congratulated her for earning this achievement.

EXECUTIVE SESSION
Mayor Golinski stated the Council will adjourn for executive session for

1. Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property.
2. Litigation.

The City Council entered Executive Session at 7:26 p.m.

The City Council returned to regular session at 8:11 p.m.

CITIZEN COMMENTS
None.

ADJOURNMENT
Mayor Golinski stated meeting adjourned.

Meeting adjourned at 8:12 p.m.

Minutes submitted by:

Beth Warren,
City Clerk, City of Yorkville, Illinois

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Minutes #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – January 26, 2016

Meeting and Date: City Council – February 9, 2016

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Beth Warren (Name) City Clerk (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

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON TUESDAY, JANUARY 26, 2016

Mayor Golinski called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

City Clerk Warren called the roll.

Ward I	Koch	Present
	Colosimo	Present
Ward II	Milschewski	Present
	Kot	Present
Ward III	Frieders	Present
	Funkhouser	Present
Ward IV	Tarulis	Present
	Teeling	Present

Also present: City Clerk Warren, City Attorney Orr, City Administrator Olson, Police Chief Hart, Deputy Chief of Police Hilt, Deputy Chief of Police Klingel, Public Works Director Dhuse, Finance Director Fredrickson, EEI Engineer Sanderson, Community Development Director Barksdale-Noble, Director of Parks and Recreation Evans

QUORUM
A quorum was established**.**

AMENDMENTS TO THE AGENDA
Mayor Golinski stated item # 6 (ADM 2016-08) on the Consent Agenda, 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 moved to the regular meeting under Administration Committee.

Amendment approved unanimously by a viva voce vote.

PRESENTATIONS
None.

PUBLIC HEARINGS
None.

CITIZEN COMMENTS ON AGENDA ITEMS
Paul LaLonde, assistant executive director of the Voluntary Action Center, spoke in favor of the senior independent living facility. As an advocate for the senior community the two most important issues are access to the businesses and services of the community and affordable housing. He feels that this project meets both of these requirements.

Geraldine S. lives in area senior housing. She can say that the residents of her senior housing offer no negative impact to the area of which they live. She said there is a waiting list for the building she is in and she is in favor of additional senior housing in the area.

Rita Murphy thinks the City needs to consider this. Housing is not a luxury but a necessity. She hopes the City will allow this senior housing to be built.

Karylin Clevenger, Kendall County Information & Assistance Specialist, stated working with seniors is her passion. She is concerned with the lack of available senior housing in Kendall County. She described the many positive attributes of the senior housing development. Her research shows that all the Kendall County senior housing is full. She believes it is important that the community provides this type of housing for its aging residents, so they are not displaced to other communities.

Darin Peterson, lifelong resident of Yorkville, spoke in favor of the senior housing development project. When completed, this project should not be burden on the community. He supports the project due to the positive impact it will have on the properties where he lives. He believes all should look at the greater good of Yorkville's community.

Scott Flynn, business owner and resident of Yorkville on Walnut Street, stated when he moved to Yorkville, he chose to live on a spacious lot with lots of open area around him. He understands the need for this project, but doesn't feel this is the correct place to build it.

Regina Moe, resident, is not against affordable senior housing. She if this is built, then when she is outside, her privacy is gone. She strongly feels this senior living independent housing does not belong in the proposed location. This is not acceptable to them.

Greg Rourke, Longford Lakes subdivision, is concerned about this project. He feels that the size of the building may create a serious water runoff problem and questions whether the size of the water retention area is large enough.

Hartley Pierson, 12 year resident of Yorkville, has strong feelings towards Yorkville. He thinks it is essential to have affordable senior living housing in Yorkville. The biggest problem with the senior independent living facility is that the site is too small for the building and the building is too tall for the neighborhood. He took a poll of the residents in his community and found out that all but one were against this project. He believes this would be a fine facility for another location in the City.

Ann Moehring, 14 year resident, discussed how the senior independent living facility will negatively affect property values of the adjacent properties.

CONSENT AGENDA

1. Wrigley Site Expansion – EDP (Intersection Improvements) – **MFT Resolution 2016-03** – authorize City Clerk to execute (PW 2015-79)
2. Water Department Reports for September – December 2015 (PW 2016-01)
3. **Ordinance 2016-09** 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 (PW 2016-03)
4. Mill Street LAFO (PW 2016-05)
   a. **Resolution 2016-04** 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. Monthly Treasurer's Report for November and December 2015 (ADM 2016-02)

Mayor Golinski entertained a motion to approve the consent agenda as amended. So moved by Alderman Milschewski; seconded by Alderman Frieders.

> Motion approved by a roll call vote. Ayes-8 Nays-0
> Colosimo-aye, Milschewski-aye, Tarulis-aye, Frieders-aye,
> Funkhouser-aye, Koch-aye, Teeling-aye, Kot-aye

MINUTES FOR APPROVAL

None.

BILLS FOR PAYMENT

Mayor Golinski stated that the bills were $1,548,222.55.

REPORTS

MAYOR'S REPORT

Comprehensive Plan Steering Committee Appointment
(CC 2016-06)

Mayor Golinski entertained a motion to approve the Mayor's appointment of Randy Harker to the Comprehensive Plan Steering Committee. So moved by Alderman Tarulis; seconded by Alderman Funkhouser.

> Motion approved by a roll call vote. Ayes-8 Nays-0
> Funkhouser-aye, Milschewski-aye, Teeling-aye, Koch-aye,
> Kot-aye, Frieders-aye, Tarulis-aye, Colosimo-aye

PUBLIC WORKS COMMITTEE REPORT

Ordinance 2016-10 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)
(PW 2016-06)

Alderman Funkhouser made a motion to approve an ordinance proposing the establishment of special service area number 2016-1 in the United City of Yorkville and providing for other procedures in

connection therewith (Caledonia) and authorize the Mayor and City Clerk to execute and also setting a public hearing date of April 12, 2016; seconded by Alderman Koch.

Alderman Colosimo and City Attorney Orr discussed this ordinance.

Motion approved by a roll call vote. Ayes-8 Nays-0
Milschewski-aye, Teeling-aye, Koch-aye, Kot-aye,
Frieders-aye, Tarulis-aye, Colosimo-aye, Funkhouser-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Ordinance 2016-11 Establishing a New Single-Family Attached Dwelling Construction Incentive Program (B.U.I.L.D. T.O.O. Program)
(EDC 2015-43)

Alderman Koch made a motion to approve an ordinance establishing a new single-family attached dwelling construction incentive program (B.U.I.L.D. T.O.O. program) and authorize the Mayor and City Clerk to execute; seconded by Alderman Frieders.

Alderman Kot was for the original B.U.I.L.D. program. He would like to know if there is a way to put in a provision which offers the benefit to owner occupied properties only. He asked City Attorney Orr if the property was sold during the 12 month waiting period if there is a provision that allows the City to have funds returned. City Attorney Orr said there would have to be a provision put in by the Council. Alderman Colosimo is not in support of the B.U.I.L.D. as originally structured and finds it difficult to believe that the addition of multi-family units to a new program will make it anymore advantageous to the City. He will be voting against this and encourages his fellow Alderman to do the same. Alderman Koch sees a need to monitor the year long residency requirement. He will not be supporting this ordinance. Alderman Teeling read a prepared written statement that she wrote regarding the history of the B.U.I.L.D Program and how it has benefited the community over the past few years. She is in support of renewing the program. Alderman Funkhouser was a proponent of the original B.U.I.L.D. program but does not support this ordinance of B.U.I.L.D. T.O.O. Alderman Colosimo defended his position and does not believe that a $5000 incentive will entice an individual to move to Yorkville. He feels the only way to draw people to the community is to support business growth and the jobs they bring to a community. Mayor Golinski is a strong supporter of the B.U.I.L.D. program. Alderman Colosimo believes Yorkville is out performing Oswego in build permits due to the number of significant changes the City has made and not to the credit of the B.U.I.L.D. program. Alderman Funkhouser stated the facts show that the highest percentage of people taking advantages of the program came from outside the Yorkville area. Alderman Kot stated the Ryland builders attributed a very good number of new housing starts to the B.U.I.L.D. program. Mayor Golinski stated Yorkville is being forward thinking and doing things to get rooftops here.

Motion approved by a roll call vote. Ayes-5 Nays-4
Teeling-aye, Koch-nay, Kot-aye, Frieders-aye, Tarulis-nay,
Colosimo-nay, Funkhouser-nay, Milschewski-aye, Mayor Golinski-aye

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

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
(ADM 2016-08)

Alderman Milschewski made a motion to approve 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 - authorize Mayor and City Clerk to execute; seconded by Alderman Frieders.

City Administrator Olson stated the City is recommending tabling this ordinance for two weeks while the City fills in some of the blanks and change a couple of the words and meaning in the ordinance.

Peter Rafael, City's underwriter of this bond, gave a short explanation of the actual bond itself, and what he is going to be doing to pre-market the bond before the City approves it on the next City Council meeting.

Alderman Milschewski made a motion to table the ordinance providing for issuance of these bonds until February 9, 2016; seconded by Alderman Kot.

Motion approved by a roll call vote. Ayes-8 Nays-0

Colosimo-aye, Funkhouser-aye, Milschewski-aye, Teeling-aye,
Koch-aye, Kot-aye, Frieders-aye, Tarulis-aye

PARK BOARD

Ordinance 2016-12 **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**
(CC 2016-07)

Mayor Golinski entertained a motion to approve an 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 and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Frieders.

Alderman Frieders asked if the City had any complaints or issues last year. The answer was no.

Motion approved by a roll call vote. Ayes-8 Nays-0
Teeling-aye, Koch-aye, Kot-aye, Frieders-aye, Tarulis-aye,
Colosimo-aye, Funkhouser-aye, Milschewski-aye

PLAN COMMISSION

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

Jeffrey Crain addressed the Mayor, Council, and residents of Yorkville. He presented the GC Housing Development. He described why Yorkville was chosen for this development. He stated that the site for this project was chosen because it best meets all the criteria of the Illinois Housing Development Authority, which is the department that will determine which properties will qualify for a tax credit. He then described how the property would be used and best blend in with the surrounding neighborhood. This group met with the City's staff and took into account a number of their recommendations. Mr. Crain presented several illustrations showing the recommended modifications. He disused how the lot coverage for the site far exceeds the City's 7% maximum standard, and provides approximately 58% lot usage. Alderman Funkhouser questioned the impact on the lot coverage ratio for Longford Lakes. Mr. Crain could not answer the impact as questioned. Community Development Director Barksdale-Noble answered the density of Longford Lakes is 5.4. Mr. Crain went on to describe the structure of the building and how it far exceeds the requirements of the City's building ordinance. He covered the existing plan, the plans density, and lot coverage. He then described the many benefits this project brings to the City of Yorkville.

Mayor Golinski wanted his thoughts on the record. He is a strong advocate for this development. He read a portion of the draft report of the City's new comprehensive plan, which is on the City's webpage. Mayor Golinski feels there is truly a need for this type of housing in Yorkville. The City has an obligation to provide an affordable option to keep its senior residents in this community. Mayor Golinski feels this is a perfect location for this GC Housing Development. It is walk able to all kinds of amenities. He feels that this area should have always been zoned R4. Though two committees voted this housing project down, the committees had a more restrictive criteria to work with and the Council needs to consider the whole picture. He asked the Council not to squander this opportunity. Alderman Milschewski can't see a four story building in that area. She would support something there for seniors but not a four story building. She doesn't feel that fits. Her concern is that the project was presented as a low income development, and the cost structure for the facility does not seem to reflect that. She stated that many seniors just can't afford this.

Jeffrey Crain responded to Alderman Milschewski's comments. He stated that 20% of the units will be at the 30% adjusted median income, which would be15 apartments. He stated that this has never been characterized as low income, but as affordable. He discussed the complications that were presented when looking into buying the adjacent property. He also discussed landscaping provisions that far exceed the minimum requirements of the City. He stated that he tried to address the most obvious concerns of the neighbors.

Alderman Frieders can see both sides of this issue. He believes that the financial benefits to the City outweigh the burden it puts on these few residents. He believes the City needs to focus on providing housing for its seniors. Mayor Golinski added that Yorkville was voted one of the top cities in Illinois to raise a family. He doubts Yorkville would make the list of top places to retire. It is time to change that. Alderman Funkhouser went over the merits of the proposed project, and asserts that this project is not suited for the proposed parcel. Jeffrey Crain explained the rational for making the project a four story building. The reason for this was to accommodate access to indoor first floor parking and to limit the amount of service parking area. If the project was changed to a three story building it would greatly increase the lot coverage ratio by requiring additional service parking and thus reducing the green area. He believes the project as presented provides the most benefit for the City and the residents of this

building. Alderman Tarulis feels, that too often, communities of this nature are located to far from services that the seniors need. This project is located so that the seniors could benefit from area businesses. Jeffrey Crain reiterated that the proposed site is in fact the most suited property in the City to meet the criteria set forth by the State to allow for the tax credits to be awarded. Alderman Funkhouser discussed the senior housing in the area and how it differs from this project. He would more likely be in favor of the project if it was limited to a three story building. Alderman Kot stated his decision on this came easily. He views himself as a voice of his constituents. He stated that the majority of the residents that have weighed in on this issue are against it. He believes there is a definite need for senior housing but just not in this location.

Mayor Golinski stated this will be back in front of the Council in two weeks to be voted on.

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

Mayor Golinski stated that this was informational. There was no discussion on this topic.

ZONING BOARD OF APPEALS
No report.

CITY COUNCIL REPORT
No report.

CITY CLERK'S REPORT
No report.

COMMUNITY & LIAISON REPORT
No report.

STAFF REPORT
No report.

ADDITIONAL BUSINESS
None.

EXECUTIVE SESSION
None.

CITIZEN COMMENTS
None.

ADJOURNMENT
Mayor Golinski stated meeting adjourned.

Meeting adjourned at 9:01 p.m.

Minutes submitted by:

Beth Warren,
City Clerk, City of Yorkville, Illinois

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	☐
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment (Informational): $642,565.14

Meeting and Date: City Council – February 9, 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 (Name) Finance (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

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 02/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521481	AACVB	AURORA AREA CONVENTION						
		123115-ALL	01/25/16	01	DEC 2015 ALL SEASON HOTEL TAX	01-640-54-00-5481	23.73	
						INVOICE TOTAL:	23.73 *	
		123115-HAMPTON	01/25/16	01	DEC 2015 HAMPTON INN HOTEL TAX	01-640-54-00-5481	3,589.51	
						INVOICE TOTAL:	3,589.51 *	
		123115-SUNSET	01/25/16	01	DEC 2015 SUNSET HOTEL TAX	01-640-54-00-5481	29.78	
						INVOICE TOTAL:	29.78 *	
		123115-SUPER	01/26/16	01	DEC 2015 SUPER 8 HOTEL TAX	01-640-54-00-5481	1,201.73	
						INVOICE TOTAL:	1,201.73 *	
						CHECK TOTAL:		4,844.75
521482	ADVDROOF	ADVANCED ROOFING INC.						
		201511004	11/25/15	01	INSTALL PLYWOOD SHEATHING ON	88-880-60-00-6000	2,750.00	
				02	ROOF	** COMMENT **		
						INVOICE TOTAL:	2,750.00 *	
						CHECK TOTAL:		2,750.00
521483	AMALGAMA	AMALGAMATED BANK OF CHICAGO						
		012016	01/20/16	01	RETURN OF EXCESS ISSUANCE	87-870-99-00-9960	1,459.76	
				02	PROCEEDS	** COMMENT **		
						INVOICE TOTAL:	1,459.76 *	
						CHECK TOTAL:		1,459.76
521484	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
		0606662-IN	11/24/15	01	LOUVERS	01-410-56-00-5640	359.50	
						INVOICE TOTAL:	359.50 *	
						CHECK TOTAL:		359.50

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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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521485	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
		0610410-IN	12/16/15	01	PHOTOCELLS	79-790-56-00-5640	32.88	
						INVOICE TOTAL:	32.88 *	
						CHECK TOTAL:		32.88
521486	ATLAS	ATLAS BOBCAT						
		BV4137	01/22/16	01	BOLT	01-410-56-00-5640	8.08	
						INVOICE TOTAL:	8.08 *	
						CHECK TOTAL:		8.08
521487	BAUMANNJ	JAMES BAUMANN						
		011616	01/16/16	01	REFEREE	79-795-54-00-5462	75.00	
						INVOICE TOTAL:	75.00 *	
		012316	01/23/16	01	REFEREE	79-795-54-00-5462	100.00	
						INVOICE TOTAL:	100.00 *	
						CHECK TOTAL:		175.00
521488	BPAMOCO	BP AMOCO OIL COMPANY						
		46468410	12/24/15	01	JAN 2016 GASOLINE	01-210-56-00-5695	162.91	
						INVOICE TOTAL:	162.91 *	
						CHECK TOTAL:		162.91
521489	BUGGITER	BUG GIT-ERS LLC						
		2958	01/14/16	01	MONTHLY PEST CONTROL	23-216-54-00-5446	85.00	
						INVOICE TOTAL:	85.00 *	
		2963	01/13/16	01	BIMONTHLY PEST CONTROL	79-790-54-00-5495	85.00	
						INVOICE TOTAL:	85.00 *	
						CHECK TOTAL:		170.00

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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521490	CAMBRIA	CAMBRIA SALES COMPANY INC.						
		37186	01/15/16	01	PAPER TOWEL	52-520-56-00-5620	59.38	
						INVOICE TOTAL:	59.38 *	
		37214	01/07/16	01	TOILET TISSUE, PAPER TOWEL,	01-110-56-00-5610	323.11	
				02	GARBAGE BAGS, URINAL SCREEN,	** COMMENT **		
				03	AIR FRESHENER	** COMMENT **		
						INVOICE TOTAL:	323.11 *	
						CHECK TOTAL:		382.49
521491	CAMVAC	CAM-VAC INC.						
		932	01/08/16	01	TELEVISE LATERAL @ GEORGIANNE	52-520-54-00-5495	460.00	
						INVOICE TOTAL:	460.00 *	
						CHECK TOTAL:		460.00
521492	CARGILL	CARGILL, INC						
		2902636926	01/13/16	01	BULK ROCK SALT	51-510-56-00-5638	3,046.78	
						INVOICE TOTAL:	3,046.78 *	
						CHECK TOTAL:		3,046.78
521493	CARSDELL	CARSON-DELLOSA PUBLISHING						
		661584	01/12/16	01	BOOKS	79-795-56-00-5606	58.22	
						INVOICE TOTAL:	58.22 *	
						CHECK TOTAL:		58.22
521494	COMED	COMMONWEALTH EDISON						
		1613010022-1215	01/20/16	01	12/11-01/19 BALLFIELDS	79-795-54-00-5480	317.60	
						INVOICE TOTAL:	317.60 *	
						CHECK TOTAL:		317.60

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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521495	COMED	COMMONWEALTH EDISON						
		2947052031-1215	01/04/16	01	12/01-01/04 RIVER & RT47	15-155-54-00-5482	260.65	
				02	12/01-01/04 RIVER & RT47	01-410-54-00-5482	17.97	
						INVOICE TOTAL:	278.62 *	
						CHECK TOTAL:		278.62
521496	COMED	COMMONWEALTH EDISON						
		6963019021-1215	01/19/16	01	12/14-01/15 ROSENWINKLE LITE	15-155-54-00-5482	36.83	
				02	12/14-01/15 ROSENWINKLE LITE	01-410-54-00-5482	6.30	
						INVOICE TOTAL:	43.13 *	
						CHECK TOTAL:		43.13
521497	COMED	COMMONWEALTH EDISON						
		8344010026-1215	01/25/16	01	11/25-12/31 MISC STREET LIGHTS	15-155-54-00-5482	470.81	
				02	11/25-12/31 MISC STREET LIGHTS	01-410-54-00-5482	44.70	
						INVOICE TOTAL:	515.51 *	
						CHECK TOTAL:		515.51
521498	DLK	DLK, LLC						
		107	01/31/16	01	JAN 2016 MONTHLY HOURS	01-220-54-00-5486	9,425.00	
						INVOICE TOTAL:	9,425.00 *	
						CHECK TOTAL:		9,425.00
521499	EEI	ENGINEERING ENTERPRISES, INC.						
		57671-29	01/21/16	01	KENNEDY RD BIKE PATH	23-230-60-00-6007	3,513.80	
						INVOICE TOTAL:	3,513.80 *	
		57674	01/21/16	01	RT71 IMPROVEMENTS	01-640-54-00-5465	3,158.00	
						INVOICE TOTAL:	3,158.00 *	

UNITED CITY OF YORKVILLE ILLINOIS EST. 1836 County Seat of Kendall County

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
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	

UNITED CITY OF YORKVILLE
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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
521499	EEI	ENGINEERING ENTERPRISES, INC.					
		57675	01/21/16	01	CENTRAL RT47 IMPROVEMENTS	01-640-54-00-5465	814.00
						INVOICE TOTAL:	814.00 *
		57676	01/21/16	01	GAME FARM/SOMONAUK IMPROVEMENT	23-230-60-00-6073	12,592.25
						INVOICE TOTAL:	12,592.25 *
		57677	01/21/16	01	WINDETT RIDGE	01-640-54-00-5465	1,056.50
						INVOICE TOTAL:	1,056.50 *
		57678	01/21/16	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465	705.00
						INVOICE TOTAL:	705.00 *
		57679	01/21/16	01	AUTUMN CREEK, UNIT 2A	01-640-54-00-5465	156.50
						INVOICE TOTAL:	156.50 *
		57680	01/21/16	01	GRANDE RESERVE-AVANTI	01-640-54-00-5465	217.50
						INVOICE TOTAL:	217.50 *
		57681	01/21/16	01	PRESTWICK	01-640-54-00-5465	9,127.25
						INVOICE TOTAL:	9,127.25 *
		57682	01/21/16	01	CALEDONIA	01-640-54-00-5465	790.75
						INVOICE TOTAL:	790.75 *
		57683	01/21/16	01	AUTUMN CREEK, UNIT 2C	01-640-54-00-5465	92.50
						INVOICE TOTAL:	92.50 *
		57684	01/21/16	01	BRISTOL BAY SCHOOL TRAFFIC	01-640-54-00-5465	1,726.50
				02	INVESTIGATION	** COMMENT **	
						INVOICE TOTAL:	1,726.50 *
		57685	01/21/16	01	RAINTREE VILLAGE UNITS 4,5 &6	01-640-54-00-5465	1,062.00
						INVOICE TOTAL:	1,062.00 *
		57686	01/21/16	01	WRIGLEY SITE EXPANSION	90-074-74-00-0111	3,499.00
						INVOICE TOTAL:	3,499.00 *

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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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	

UNITED CITY OF YORKVILLE
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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
521499	EEI	ENGINEERING ENTERPRISES, INC.					
		57687	01/21/16	01	FOUNTAIN VILLAGE	01-640-54-00-5465	2,036.00
						INVOICE TOTAL:	2,036.00 *
		57688	01/21/16	01	US RT34 IMPROVEMENTS	01-640-54-00-5465	171.50
						INVOICE TOTAL:	171.50 *
		57689	01/21/16	01	WATER WORKS SYSTEM MASTER PLAN	51-510-54-00-5465	25,828.00
						INVOICE TOTAL:	25,828.00 *
		57690	01/21/16	01	COUNTRYSIDE ST & WATER MAIN	51-510-60-00-6082	26,309.70
				02	IMPROVEMENTS	** COMMENT **	
				03	COUNTRYSIDE ST & WATER MAIN	23-230-60-00-6082	16,125.30
				04	IMPROV EMENTS	** COMMENT **	
						INVOICE TOTAL:	42,435.00 *
		57691	01/21/16	01	RIDGE ST WATER MAIN	51-510-60-00-6025	311.12
				02	IMPROVEMENTS	** COMMENT **	
				03	RIDGE ST WATER MAIN	23-230-60-00-6025	18.32
				04	IMPROVEMENTS	** COMMENT **	
				05	RIDGE ST WATER MAIN	52-520-60-00-6025	36.56
				06	IMPROVEMENTS	** COMMENT **	
						INVOICE TOTAL:	366.00 *
		57692	01/21/16	01	2015 ROAD PROGRAM	23-230-60-00-6025	177.00
						INVOICE TOTAL:	177.00 *
		57693	01/21/16	01	CITY OF YORKVILLE	01-640-54-00-5465	553.00
						INVOICE TOTAL:	553.00 *
		57694	01/21/16	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465	1,900.00
						INVOICE TOTAL:	1,900.00 *
		57695	01/21/16	01	MILL STREET LAFO	23-230-60-00-6025	4,916.00
						INVOICE TOTAL:	4,916.00 *

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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521499	EEI	ENGINEERING ENTERPRISES, INC.						
		57696	01/21/16	01	WELL NO.8 REHABILITATION	51-510-60-00-6022	2,790.00	
						INVOICE TOTAL:	2,790.00	*
		57697	01/21/16	01	2016 ROAD PROGRAM	23-230-60-00-6025	7,213.20	
						INVOICE TOTAL:	7,213.20	*
		57698	01/21/16	01	O'REILLY AUTO PARTS STORE	90-088-88-00-0111	270.00	
						INVOICE TOTAL:	270.00	*
		57699	01/21/16	01	WHISPERING MEADOWS	01-640-54-00-5465	1,265.50	
						INVOICE TOTAL:	1,265.50	*
		57700	01/21/16	01	RT47 & MAIN ST PEDESTRIAN	01-640-54-00-5465	7,263.25	
				02	CROSSING	** COMMENT **		
						INVOICE TOTAL:	7,263.25	*
		57701	01/21/16	01	APPLETREE COURT & CHURCH ST	51-510-60-00-6025	4,200.00	
				02	WATER MAIN REPLACEMENT	** COMMENT **		
						INVOICE TOTAL:	4,200.00	*
		57702	01/21/16	01	BP AMOCO-47/34	01-640-54-00-5465	92.50	
						INVOICE TOTAL:	92.50	*
		57703	01/21/16	01	HAMMAN-USPS WATER MAIN	01-640-54-00-5465	314.50	
						INVOICE TOTAL:	314.50	*
		57704	01/21/16	01	2016 SANITARY SEWER LINING	52-520-60-00-6028	1,367.50	
						INVOICE TOTAL:	1,367.50	*
		57705	01/21/16	01	STORM WATER MANAGEMENT BASIN	01-640-54-00-5465	185.00	
				02	INSPECTIONS	** COMMENT **		
						INVOICE TOTAL:	185.00	*
						CHECK TOTAL:		141,855.50

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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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521500	EYEMED	FIDELITY SECURITY LIFE INS.						
		9041385	01/28/16	01	FEBRUARY 2016 VISION INSURANCE	01-110-52-00-5224	60.08	
				02	FEBRUARY 2016 VISION INSURANCE	01-120-52-00-5224	54.75	
				03	FEBRUARY 2016 VISION INSURANCE	01-210-52-00-5224	492.12	
				04	FEBRUARY 2016 VISION INSURANCE	01-220-52-00-5224	60.96	
				05	FEBRUARY 2016 VISION INSURANCE	01-410-52-00-5224	88.93	
				06	FEBRUARY 2016 VISION INSURANCE	01-640-52-00-5242	65.16	
				07	FEBRUARY 2016 VISION INSURANCE	79-790-52-00-5224	79.64	
				08	FEBRUARY 2016 VISION INSURANCE	79-795-52-00-5224	60.39	
				09	FEBRUARY 2016 VISION INSURANCE	51-510-52-00-5224	94.25	
				10	FEBRUARY 2016 VISION INSURANCE	52-520-52-00-5224	45.97	
				11	FEBRUARY 2016 VISION INSURANCE	82-820-52-00-5224	54.24	
						INVOICE TOTAL:	1,156.49 *	
						CHECK TOTAL:		1,156.49
521501	FASTENAL	FASTENAL COMPANY						
		ILPLA15459	12/28/15	01	PALLET RAC	79-790-56-00-5620	1,505.00	
						INVOICE TOTAL:	1,505.00 *	
						CHECK TOTAL:		1,505.00
521502	FEECEOIL	FEECE OIL COMPANY						
		3399732	01/13/16	01	DIESEL FUEL	01-410-56-00-5695	288.64	
				02	DIESEL FUEL	51-510-56-00-5695	288.65	
				03	DIESEL FUEL	52-520-56-00-5695	288.65	
						INVOICE TOTAL:	865.94 *	
						CHECK TOTAL:		865.94
521503	FRIEDERG	GREG FRIEDERS						
		011616	01/16/16	01	REFEREE	79-795-54-00-5462	150.00	
						INVOICE TOTAL:	150.00 *	
						CHECK TOTAL:		150.00

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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521504	FUNXPRES	FUN EXPRESS						
		675609778-01	01/07/16	01	VALENTINES DAY PROJECT CRAFT	79-795-56-00-5606	125.50	
				02	SUPPLIES	** COMMENT **		
						INVOICE TOTAL:	125.50 *	
		675732925-01	01/18/16	01	INFLATE TREASURE CHEST, RINGS,	79-795-56-00-5606	65.31	
				02	TATTOOS, SHARK PHOTO DROP, NET	** COMMENT **		
				03	FOAM SHAPES	** COMMENT **		
						INVOICE TOTAL:	65.31 *	
						CHECK TOTAL:		190.81
521505	GARDKOCH	GARDINER KOCH & WEISBERG						
		H-2364C-114456	01/15/16	01	KIMBALL HILL I MATTERS	01-640-54-00-5461	5,093.91	
						INVOICE TOTAL:	5,093.91 *	
						CHECK TOTAL:		5,093.91
521506	GLATFELT	GLATFELTER UNDERWRITING SRVS.						
		131180109-2	01/31/16	01	LIABILITY INS INSTALLEMENT #2	01-640-52-00-5231	8,316.29	
				02	LIABILITY INS INSTALLEMENT #2	51-510-52-00-5231	871.51	
				03	LIABILITY INS INSTALLEMENT #2	52-520-52-00-5231	449.27	
				04	LIABILITY INS INSTALLEMENT #2	82-820-52-00-5231	838.69	
				05	PARK/REC LIABILITY INS	01-640-52-00-5231	1,779.57	
				06	INSTALLEMENT #2	** COMMENT **		
				07	LIABILITY INS INSTALLEMENT #2	01-000-14-00-1400	275.96	
				08	LIABILITY INS INSTALLEMENT #2	51-000-14-00-1400	28.92	
				09	LIABILITY INS INSTALLEMENT #2	52-000-14-00-1400	14.91	
				10	LIABILITY INS INSTALLEMENT #2	01-000-14-00-1400	27.83	
				11	PARK/REC LIABILITY INS	01-000-14-00-1400	59.05	
				12	INSTALLEMENT #2	** COMMENT **		
						INVOICE TOTAL:	12,662.00 *	
						CHECK TOTAL:		12,662.00

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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521507	GODWINL	LISA R. GODWIN						
	011416		01/18/16	01	01/14/16 PARK BOARD MEETING	79-795-54-00-5462	46.76	
				02	MINUTES	** COMMENT **		
						INVOICE TOTAL:	46.76 *	
						CHECK TOTAL:		46.76
521508	GUARDENT	GUARDIAN						
	012216-DENTAL		01/22/16	01	FEBRUARY 2016 DENTAL INSURANCE	01-110-52-00-5223	459.68	
				02	FEBRUARY 2016 DENTAL INSURANCE	01-110-52-00-5237	-109.50	
				03	FEBRUARY 2016 DENTAL INSURANCE	01-120-52-00-5223	448.77	
				04	FEBRUARY 2016 DENTAL INSURANCE	01-210-52-00-5223	3,921.85	
				05	FEBRUARY 2016 DENTAL INSURANCE	01-220-52-00-5223	488.86	
				06	FEBRUARY 2016 DENTAL INSURANCE	01-410-52-00-5223	715.09	
				07	FEBRUARY 2016 DENTAL INSURANCE	01-640-52-00-5241	441.34	
				08	FEBRUARY 2016 DENTAL INSURANCE	79-790-52-00-5223	638.33	
				09	FEBRUARY 2016 DENTAL INSURANCE	79-795-52-00-5223	459.64	
				10	FEBRUARY 2016 DENTAL INSURANCE	51-510-52-00-5223	725.99	
				11	FEBRUARY 2016 DENTAL INSURANCE	52-520-52-00-5223	346.56	
				12	FEBRUARY 2016 DENTAL INSURANCE	82-820-52-00-5223	419.51	
						INVOICE TOTAL:	8,956.12 *	
	012216-LIFE		01/22/16	01	FEBRUARY 2016 LIFE INSURANCE	01-110-52-00-5222	76.92	
				02	FEBRUARY 2016 LIFE INSURANCE	01-110-52-00-5236	20.46	
				03	FEBRUARY 2016 LIFE INSURANCE	01-120-52-00-5222	30.69	
				04	FEBRUARY 2016 LIFE INSURANCE	01-210-52-00-5222	572.63	
				05	FEBRUARY 2016 LIFE INSURANCE	01-220-52-00-5222	40.92	
				06	FEBRUARY 2016 LIFE INSURANCE	01-410-52-00-5222	126.56	
				07	FEBRUARY 2016 LIFE INSURANCE	79-790-52-00-5222	66.49	
				08	FEBRUARY 2016 LIFE INSURANCE	79-795-52-00-5222	71.01	
				09	FEBRUARY 2016 LIFE INSURANCE	51-510-52-00-5222	85.31	
				10	FEBRUARY 2016 LIFE INSURANCE	52-520-52-00-5222	34.10	
				11	FEBRUARY 2016 LIFE INSURANCE	82-820-52-00-5222	36.92	
						INVOICE TOTAL:	1,162.01 *	
						CHECK TOTAL:		10,118.13

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
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521509	HARRIS	HARRIS COMPUTER SYSTEMS						
		XT00005307	11/30/15	01	NOV 2015 MY GOVHUB FEES	01-120-54-00-5462	187.49	
				02	NOV 2015 MY GOVHUB FEES	51-510-54-00-5462	240.06	
				03	NOV 2015 MY GOVHUB FEES	52-520-54-00-5462	121.16	
						INVOICE TOTAL:	548.71 *	
						CHECK TOTAL:		548.71
521510	HAWKINS	HAWKINS INC						
		3824631	01/12/16	01	CHEMICALS	51-510-56-00-5638	1,102.71	
						INVOICE TOTAL:	1,102.71 *	
						CHECK TOTAL:		1,102.71
521511	HDSUPPLY	HD SUPPLY WATERWORKS, LTD.						
		E975538	01/07/16	01	METER WASHERS, 100CF IPERL	51-510-56-00-5664	2,775.00	
						INVOICE TOTAL:	2,775.00 *	
		E975544	01/06/16	01	GEL CAPS	51-510-56-00-5664	27.73	
						INVOICE TOTAL:	27.73 *	
		E977177	01/07/16	01	MXU BATTERIES	51-510-56-00-5664	810.00	
						INVOICE TOTAL:	810.00 *	
						CHECK TOTAL:		3,612.73
521512	HENNE	VERNE HENNE CONSTR. &						
		32296	01/19/16	01	REMOVED OLD POLE STUB,	01-410-54-00-5495	7,326.97	
				02	INSTALLED NEW POLE, ARM &	** COMMENT **		
				03	FIXTURE	** COMMENT **		
						INVOICE TOTAL:	7,326.97 *	
						CHECK TOTAL:		7,326.97

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01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521513	HERNANDA	ADAM HERNANDEZ						
	020116		02/01/16	01	JAN 2016 MOBILE EMAIL	79-790-54-00-5440	45.00	
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *	
						CHECK TOTAL:		45.00
521514	HOMEDEPO	HOME DEPOT						
	9583104		12/31/15	01	RECTOR SEAL	23-216-56-00-5656	9.59	
						INVOICE TOTAL:	9.59 *	
						CHECK TOTAL:		9.59
521515	ILLCO	ILLCO, INC.						
	1293625		01/06/16	01	ACETYLENE HOSE	52-520-56-00-5620	39.75	
						INVOICE TOTAL:	39.75 *	
						CHECK TOTAL:		39.75
521516	ILTREASU	STATE OF ILLINOIS TREASURER						
	42		02/01/16	01	RT47 EXPANSION PYMT #42	15-155-60-00-6079	6,148.90	
				02	RT47 EXPANSION PYMT #42	51-510-60-00-6079	16,462.00	
				03	RT47 EXPANSION PYMT #42	52-520-60-00-6079	4,917.93	
				04	RT47 EXPANSION PYMT #42	88-880-60-00-6079	618.36	
						INVOICE TOTAL:	28,147.19 *	
						CHECK TOTAL:		28,147.19
521517	INFOR	INFOR PUBLIC SECTOR, INC						
	P-3507-US06A		01/19/16	01	04/10/16-08/25/16 MOBILE	25-205-60-00-6070	72.30	
				02	MAPPING MAINTENANCE	** COMMENT **		
						INVOICE TOTAL:	72.30 *	
						CHECK TOTAL:		72.30

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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521518	INTELCOM	INTELLIGENT COMPUTING SOLUTION						
	589		01/24/16	01	ANNUAL COLLECTOR INTERNET	51-510-54-00-5445	708.00	
				02	SERVICE BILLING	** COMMENT **		
						INVOICE TOTAL:	708.00 *	
						CHECK TOTAL:		708.00
521519	IPRF	ILLINOIS PUBLIC RISK FUND						
	31466		01/13/16	01	MARCH 2016 WORKERS COMP INS	01-640-52-00-5231	8,833.83	
				02	MARCH 2016 WORKERS COMP INS	51-510-52-00-5231	925.75	
				03	MARCH 2016 WORKERS COMP INS	52-520-52-00-5231	477.22	
				04	MARCH 2016 WORKERS COMP INS	82-820-52-00-5231	890.89	
				05	PARK/REC MARCH 2016 WORKERS	01-640-52-00-5231	1,890.31	
				06	COMP INS	** COMMENT **		
						INVOICE TOTAL:	13,018.00 *	
						CHECK TOTAL:		13,018.00
521520	ITRON	ITRON						
	401426		01/12/16	01	FEB 2016 HOSTING SERVICES	51-510-54-00-5462	533.73	
						INVOICE TOTAL:	533.73 *	
						CHECK TOTAL:		533.73
521521	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
	159796		01/13/16	01	TRUCK INSPECTION	79-790-54-00-5495	29.00	
						INVOICE TOTAL:	29.00 *	
	159797		01/13/16	01	TRUCK INSPECTION	79-790-54-00-5495	29.00	
						INVOICE TOTAL:	29.00 *	
	159798		01/13/16	01	TRUCK INSPECTION	79-790-54-00-5495	29.00	
						INVOICE TOTAL:	29.00 *	

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521521	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
		159800	01/13/16	01	TRUCK INSPECTION	79-790-54-00-5495	29.00	
						INVOICE TOTAL:	29.00 *	
		159813	01/13/16	01	TRUCK INSPECTION	79-790-54-00-5495	30.00	
						INVOICE TOTAL:	30.00 *	
		159815	01/13/16	01	TRUCK INSPECTION	79-790-54-00-5495	29.00	
						INVOICE TOTAL:	29.00 *	
		159823	01/13/16	01	TRUCK INSPECTION	79-790-54-00-5495	30.00	
						INVOICE TOTAL:	30.00 *	
		159824	01/13/16	01	TRUCK INSPECTION	79-790-54-00-5495	30.00	
						INVOICE TOTAL:	30.00 *	
		159825	01/13/16	01	TRUCK INSPECTION	79-790-54-00-5495	30.00	
						INVOICE TOTAL:	30.00 *	
						CHECK TOTAL:		265.00
521522	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
		159956	01/22/16	01	TRUCK INSPECTION	01-410-54-00-5490	30.00	
						INVOICE TOTAL:	30.00 *	
						CHECK TOTAL:		30.00
521523	JSHOES	JEFFREY L. JERABEK						
		3975-20	01/14/16	01	STEEL TOE BOOTS-BRETT	51-510-56-00-5600	169.00	
						INVOICE TOTAL:	169.00 *	
		3975-37	01/28/16	01	OVER SHOE LACROSS-BRETT	51-510-56-00-5600	50.00	
						INVOICE TOTAL:	50.00 *	

UNITED CITY OF YORKVILLE ILLINOIS 1836 County Seat of Kendall County

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
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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521523	JSHOES	JEFFREY L. JERABEK						
	3975.36		01/28/16	01	STEEL TOE BOOTS-SCODRO	51-510-56-00-5600	169.00	
						INVOICE TOTAL:	169.00 *	
						CHECK TOTAL:		388.00
521524	KCPROB	KENDALL COUNTY PROBATION						
	011516		01/15/16	01	JUVENILE DIVERSION SPECIALIST	01-210-54-00-5472	2,894.17	
				02	CONTRIBUTION	** COMMENT **		
						INVOICE TOTAL:	2,894.17 *	
						CHECK TOTAL:		2,894.17
521525	KCRECORD	SHAW SUBURBAN MEDIA GROUP						
	41161-121315		12/13/15	01	ANNUAL SUBSCRIPTION RENEWAL	01-110-54-00-5460	28.00	
						INVOICE TOTAL:	28.00 *	
	41876-022816		01/29/16	01	3 YEAR SUBSCRIPTION RENEWAL	01-220-54-00-5460	80.00	
						INVOICE TOTAL:	80.00 *	
	41877-022816		01/27/16	01	ANNUAL SUBSCRIPTION RENEWAL	01-120-54-00-5460	28.00	
						INVOICE TOTAL:	28.00 *	
						CHECK TOTAL:		136.00
521526	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE						
	DEC-KENDALL		01/28/16	01	KENDALL CO FTA BOND FEE	01-000-24-00-2412	70.00	
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	70.00 *	
						CHECK TOTAL:		70.00
521527	KENDCPA	KENDALL COUNTY CHIEFS OF						

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521527	KENDCPA	KENDALL COUNTY CHIEFS OF						
		011916	01/19/16	01	ANNUAL MEMBERSHIP DUES	01-210-54-00-5460	300.00	
						INVOICE TOTAL:	300.00 *	
						CHECK TOTAL:		300.00
521528	KETCHMAM	MATTHEW KETCHMARK						
		012016	01/20/16	01	TRAINING MEAL REIMBURSEMENT	01-210-54-00-5415	10.00	
						INVOICE TOTAL:	10.00 *	
						CHECK TOTAL:		10.00
521529	KONICA	KONICA MINOLTA						
		28023998	01/12/16	01	01/01/16-02/01/16 COPIER LEASE	01-110-54-00-5485	186.14	
				02	01/01/16-02/01/16 COPIER LEASE	01-120-54-00-5485	148.92	
				03	01/01/16-02/01/16 COPIER LEASE	01-220-54-00-5485	277.29	
				04	01/01/16-02/01/16 COPIER LEASE	01-210-54-00-5485	389.76	
				05	01/01/16-02/01/16 COPIER LEASE	01-410-54-00-5485	37.49	
				06	01/01/16-02/01/16 COPIER LEASE	51-510-54-00-5485	37.49	
				07	01/01/16-02/01/16 COPIER LEASE	52-520-54-00-5485	37.49	
				08	01/01/16-02/01/16 COPIER LEASE	79-790-54-00-5485	138.65	
				09	01/01/16-02/01/16 COPIER LEASE	79-795-54-00-5485	138.64	
						INVOICE TOTAL:	1,391.87 *	
						CHECK TOTAL:		1,391.87
521530	KREPKOMP	FRED KREPPERT						
		001755	01/15/16	01	2015 CHILI CHASE TIMING &	79-795-56-00-5606	505.00	
				02	FINAL RESULTS, CLOCK RENTAL	** COMMENT **		
						INVOICE TOTAL:	505.00 *	
						CHECK TOTAL:		505.00

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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521531	KWIATKOJ	JOESEPH KWIATKOWSKI						
		011616	01/16/16	01	REFEREE	79-795-54-00-5462	75.00	
						INVOICE TOTAL:	75.00 *	
		012216	01/22/16	01	REFEREE	79-795-54-00-5462	75.00	
						INVOICE TOTAL:	75.00 *	
						CHECK TOTAL:		150.00
521532	LARRABER	RACHEL WRIGHT						
		012216	01/16/16	01	HR RESOURCES SEMINAR MILEAGE	01-120-54-00-5415	27.86	
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	27.86 *	
						CHECK TOTAL:		27.86
521533	MENLAND	MENARDS - YORKVILLE						
		30843	12/10/15	01	CHAIN	01-410-56-00-5628	29.99	
						INVOICE TOTAL:	29.99 *	
		31979	12/23/15	01	ORBIT SANDER	52-520-56-00-5630	69.00	
				02	PAINT, BRUSH, ROLLER	52-520-56-00-5628	35.61	
						INVOICE TOTAL:	104.61 *	
		32590	12/31/15	01	SPRAY PAINT, WOOD	52-520-56-00-5620	8.45	
						INVOICE TOTAL:	8.45 *	
		33111	01/07/16	01	SCREWS, WASHERS	51-510-56-00-5630	13.22	
						INVOICE TOTAL:	13.22 *	
		33140	01/07/16	01	TORCH KIT	52-520-56-00-5630	24.97	
						INVOICE TOTAL:	24.97 *	
		33193	01/08/16	01	BATTERIES	51-510-56-00-5665	20.34	
						INVOICE TOTAL:	20.34 *	

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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521533	MENLAND	MENARDS - YORKVILLE						
	33195		01/08/16	01	BOARD	01-410-56-00-5628	55.80	
						INVOICE TOTAL:	55.80 *	
	33204		01/08/16	01	POSTS	01-410-56-00-5640	29.37	
						INVOICE TOTAL:	29.37 *	
	33214		01/08/16	01	GAP FILLER	23-216-56-00-5656	10.18	
						INVOICE TOTAL:	10.18 *	
	33228		01/08/16	01	PLUG PVC	51-510-56-00-5638	10.62	
						INVOICE TOTAL:	10.62 *	
	33470-16		01/11/16	01	TARP, GROMMET KIT	52-520-56-00-5620	10.28	
						INVOICE TOTAL:	10.28 *	
						CHECK TOTAL:		317.83
521534	MENLAND	MENARDS - YORKVILLE						
	33478		01/11/16	01	SHOPLIGHT, HANDY BOXES, POLE	79-790-56-00-5640	219.72	
				02	BREAKER, OUTLETS, COVERS	** COMMENT **		
						INVOICE TOTAL:	219.72 *	
						CHECK TOTAL:		219.72
521535	MENLAND	MENARDS - YORKVILLE						
	33487		01/11/16	01	SOCKET SET, RATCHET	51-510-56-00-5630	19.98	
				02	HOSE CLAMPS	51-510-56-00-5638	26.48	
						INVOICE TOTAL:	46.46 *	
	33508		01/11/16	01	SCREWS	01-410-56-00-5620	13.42	
						INVOICE TOTAL:	13.42 *	
	33566		01/12/16	01	RETURNED MERCHANDISE CREDIT	79-790-56-00-5640	-63.96	
						INVOICE TOTAL:	-63.96 *	

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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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521535	MENLAND	MENARDS - YORKVILLE					
		33568	01/12/16	01	DUPLEX COVER, TOGGLE COVER,	79-790-56-00-5640	33.34
				02	OUTLET	** COMMENT **	
						INVOICE TOTAL:	33.34 *
		33651	01/13/16	01	ELECTRICAL HEAT GUN	52-520-56-00-5630	39.00
						INVOICE TOTAL:	39.00 *
		33662	01/13/16	01	OUTLETS, FLAPPER	23-216-56-00-5656	13.44
						INVOICE TOTAL:	13.44 *
		33668	01/13/16	01	MANSFIELD FLAPPER	23-216-56-00-5656	8.99
						INVOICE TOTAL:	8.99 *
		33678	01/13/16	01	MPT CONNECTOR, COPPER	51-510-56-00-5638	14.17
						INVOICE TOTAL:	14.17 *
		33681	01/13/16	01	VINYL TUBBING	51-510-56-00-5638	16.99
						INVOICE TOTAL:	16.99 *
		33703	01/13/16	01	ADAPTERS, RISERS, PVC ELBOW,	51-510-56-00-5638	20.79
				02	PVC UNIONS	** COMMENT **	
						INVOICE TOTAL:	20.79 *
		33753	01/14/16	01	TUBING CUTTER	51-510-56-00-5638	9.39
						INVOICE TOTAL:	9.39 *
		33755	01/14/16	01	WINDSHIELD WASHER	01-410-56-00-5628	11.22
				02	SNAP RING PLIER	52-520-56-00-5630	22.98
						INVOICE TOTAL:	34.20 *
		33758	01/14/16	01	FLEX HANDLE	79-790-56-00-5640	14.99
						INVOICE TOTAL:	14.99 *
		33776	01/14/16	01	MIP ADAPTER	51-510-56-00-5638	4.75
						INVOICE TOTAL:	4.75 *

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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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521535	MENLAND	MENARDS - YORKVILLE						
		33787	01/14/16	01	RETURNED FLAPPER CREDIT	23-216-56-00-5656	-11.97	
						INVOICE TOTAL:	-11.97 *	
		33788	01/14/16	01	CLASP	23-216-56-00-5656	2.99	
						INVOICE TOTAL:	2.99 *	
		33846	01/15/16	01	WRENCH, DRILL COMBO	51-510-56-00-5638	9.57	
						INVOICE TOTAL:	9.57 *	
		33847	01/15/16	01	BLADES	01-410-56-00-5630	31.64	
				02	GLOVES	01-410-56-00-5600	3.99	
						INVOICE TOTAL:	35.63 *	
		33854	01/15/16	01	FIBERGLASS FILTER	79-790-56-00-5620	15.36	
						INVOICE TOTAL:	15.36 *	
		33860	01/15/16	01	SWITCH	23-216-56-00-5656	4.49	
						INVOICE TOTAL:	4.49 *	
						CHECK TOTAL:		262.04
521536	MOSERR	ROBERT MOSER						
		011616	01/16/16	01	REFEREE	79-795-54-00-5462	150.00	
						INVOICE TOTAL:	150.00 *	
						CHECK TOTAL:		150.00
521537	NANCO	NANCO SALES COMPANY, INC.						
		8648	01/07/16	01	PAPER TOWEL, FACIAL TISSUE	79-795-56-00-5640	65.24	
						INVOICE TOTAL:	65.24 *	
						CHECK TOTAL:		65.24

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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521538	NEOPOST	NEOFUNDS BY NEOPOST						
		012916	01/29/16	01	POSTAGE METER REFILL	01-000-14-00-1410	500.00	
						INVOICE TOTAL:	500.00 *	
						CHECK TOTAL:		500.00
521539	NICOR	NICOR GAS						
		07-72-09-0117 7-0116	01/22/16	01	12/22-01/21 1301 CAROLYN CT	01-110-54-00-5480	27.99	
						INVOICE TOTAL:	27.99 *	
						CHECK TOTAL:		27.99
521540	NUTOYS	NUTOYS LEISURE PRODUCTS						
		43946	01/12/16	01	VARIOUS HARDWARE FOR BRIDGE &	79-790-56-00-5640	204.20	
				02	BRISTOL BAY PARK	** COMMENT **		
						INVOICE TOTAL:	204.20 *	
						CHECK TOTAL:		204.20
521541	OHERRONO	RAY O'HERRON COMPANY						
		1603702-IN	01/19/16	01	VEST, PATCH	01-210-56-00-5600	144.99	
						INVOICE TOTAL:	144.99 *	
		1605127-IN	01/25/16	01	TRAFFIC VEST	01-210-56-00-5600	53.99	
						INVOICE TOTAL:	53.99 *	
						CHECK TOTAL:		198.98
521542	OLEARYM	MARTIN J. O'LEARY						
		011516	01/15/16	01	REFEREE	79-795-54-00-5462	75.00	
						INVOICE TOTAL:	75.00 *	
						CHECK TOTAL:		75.00

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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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521543	PATTEN	PATTEN INDUSTRIES, INC.						
	P53C0142967		12/24/15	01	YELLOW SPRAY PAINT	01-410-56-00-5628	40.30	
						INVOICE TOTAL:	40.30 *	
						CHECK TOTAL:		40.30
521544	PIAZZA	AMY SIMMONS						
	012816		01/29/16	01	FRAUD AWARENESS SEMINAR	01-120-54-00-5415	53.17	
				02	MILEAGE REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	53.17 *	
						CHECK TOTAL:		53.17
521545	POSMEDIA	POSTIVE MEDIA SOLUTIONS, INC.						
	16-1001		01/19/16	01	2016 YORKVILLE COMMUNITY GUIDE	79-795-54-00-5426	2,000.00	
				02	INSIDE FRONT COVER	** COMMENT **		
						INVOICE TOTAL:	2,000.00 *	
						CHECK TOTAL:		2,000.00
521546	R0000594	BRIAN BETZWISER						
	010116-87		01/01/16	01	185 WOLF ST PYMT #87	25-215-92-00-8000	3,345.78	
				02	185 WOLF ST PYMT #87	25-215-92-00-8050	2,555.51	
				03	185 WOLF ST PYMT #87	25-225-92-00-8000	104.83	
				04	185 WOLF ST PYMT #87	25-225-92-00-8050	80.07	
						INVOICE TOTAL:	6,086.19 *	
						CHECK TOTAL:		6,086.19
521547	R0001487	CHRISTOPHER WARD						
	012516		01/25/16	01	REFUND YBSD SPRINKLER DISCOUNT	01-000-13-00-1371	110.31	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521547	R0001487	CHRISTOPHER WARD						
	012516		01/25/16	02	FOR ACCT#0301704450-01	** COMMENT **		
						INVOICE TOTAL:	110.31 *	
						CHECK TOTAL:		110.31
521548	R0001565	EXPECT REALTY						
	011516		01/15/16	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	85.05	
				02	BILL FOR ACCT#0103070300-01	** COMMENT **		
						INVOICE TOTAL:	85.05 *	
						CHECK TOTAL:		85.05
521549	R0001581	RED DOT STORAGE						
	012216-RFND		01/22/16	01	REFUND REMAINING ENG DEPOSIT	90-068-68-00-0111	253.65	
						INVOICE TOTAL:	253.65 *	
						CHECK TOTAL:		253.65
521550	R0001582	JOSE JUAREZ						
	011416		01/14/16	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	133.50	
				02	BILL FOR ACCT#0107614450-06	** COMMENT **		
						INVOICE TOTAL:	133.50 *	
						CHECK TOTAL:		133.50
521551	R0001585	ERNIE STUMBO						
	012416		01/24/16	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410	50.00	
						INVOICE TOTAL:	50.00 *	
						CHECK TOTAL:		50.00

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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521552	R0001586	SYLVIA LOBDELL						
	012416		01/24/16	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410	50.00	
						INVOICE TOTAL:	50.00 *	
						CHECK TOTAL:		50.00
521553	R0001587	LEIGH HATCH						
	012516		01/25/16	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	83.46	
				02	BILL FOR ACCT#0103493050-02	** COMMENT **		
						INVOICE TOTAL:	83.46 *	
						CHECK TOTAL:		83.46
521554	R0001588	DEBORAH KAISER						
	012516		01/25/16	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	90.99	
				02	BILL FOR ACCT#0102752840-00	** COMMENT **		
						INVOICE TOTAL:	90.99 *	
						CHECK TOTAL:		90.99
521555	R0001589	EDWARD LUKASIK						
	012516		01/25/16	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	85.05	
				02	BILL ON ACCT #0300905440-03	** COMMENT **		
						INVOICE TOTAL:	85.05 *	
						CHECK TOTAL:		85.05
521556	R0001590	BONNIE BOMBA						
	012516		01/25/16	01	REFUND LANDLORD PAYMENT FOR	01-000-13-00-1371	156.00	
				02	FINAL ON ACCT#0208273120-10	** COMMENT **		
						INVOICE TOTAL:	156.00 *	
						CHECK TOTAL:		156.00

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 02/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521557	REESE	REESE RECREATION PRODUCTS INC						
	12097		01/11/16	01	ROTARY PARK PLAYWORLD PARTS	79-790-56-00-5640	4,983.03	
						INVOICE TOTAL:	4,983.03 *	
						CHECK TOTAL:		4,983.03
521558	RESPONSE	RESPONSIVE NETWORKS SERVICES						
	16964		01/22/16	01	OCT-DEC 2015 SYMANTEC.CLOUD	25-205-60-00-6070	115.50	
				02	ENDPOINT PROTECTION LICENSES	** COMMENT **		
						INVOICE TOTAL:	115.50 *	
						CHECK TOTAL:		115.50
521559	RIETZR	ROBERT L. RIETZ JR.						
	011616		01/16/16	01	REFEREE	79-795-54-00-5462	100.00	
						INVOICE TOTAL:	100.00 *	
	012316		01/23/16	01	REFEREE	79-795-54-00-5462	150.00	
						INVOICE TOTAL:	150.00 *	
						CHECK TOTAL:		250.00
521560	RIVRVIEW	RIVERVIEW FORD						
	119856		01/13/16	01	HANDLE ASSEMBLY	01-410-56-00-5628	48.74	
						INVOICE TOTAL:	48.74 *	
	CM119616		12/21/15	01	BATTERY RETURN CREDIT	01-410-56-00-5628	-100.00	
						INVOICE TOTAL:	-100.00 *	
	FOCS365722		01/15/16	01	REPLACED PARKING BRAKE CABLE,	01-410-54-00-5490	411.88	
						INVOICE TOTAL:	411.88 *	
						CHECK TOTAL:		360.62

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	

UNITED CITY OF YORKVILLE
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CHECK DATE: 02/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521561	ROGGENBT	TOBIN L. ROGGENBUCK						
		011616	01/16/16	01	REFEREE	79-795-54-00-5462	100.00	
						INVOICE TOTAL:	100.00 *	
		012316	01/23/16	01	REFEREE	79-795-54-00-5462	175.00	
						INVOICE TOTAL:	175.00 *	
						CHECK TOTAL:		275.00
521562	RUSHTRCK	RUSH TRUCK CENTER						
		3001290878	01/14/16	01	SURGE TANK, NUTS, ELBOWS,	01-410-56-00-5628	538.04	
						INVOICE TOTAL:	538.04 *	
						CHECK TOTAL:		538.04
521563	SAFESUPP	EMERGENT SAFETY SUPPLY						
		1902593824	01/16/16	01	GLOVES	52-520-56-00-5620	107.74	
						INVOICE TOTAL:	107.74 *	
		1902594979	01/25/16	01	SAFETY VESTS	01-410-56-00-5600	22.00	
				02	SAFETY VESTS	51-510-56-00-5600	22.00	
				03	SAFETY VESTS	52-520-56-00-5600	22.00	
						INVOICE TOTAL:	66.00 *	
		1902594980	01/25/16	01	BODY HARNESS, LIFELINES &	52-520-56-00-5640	109.20	
				02	SAFLOCKS	** COMMENT **		
				03	BODY HARNESSM LIFELINES &	01-410-56-00-5640	275.34	
				04	SAFLOCKS	** COMMENT **		
						INVOICE TOTAL:	384.54 *	
						CHECK TOTAL:		558.28
521564	SCHAEFEB	BRIAN SCHAEFER						

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	

UNITED CITY OF YORKVILLE
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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521564	SCHAEFEB	BRIAN SCHAEFER						
		012316	01/23/16	01	REFEREE	79-795-54-00-5462	150.00	
						INVOICE TOTAL:	150.00 *	
						CHECK TOTAL:		150.00
521565	SERVMASC	SERVICEMASTER COMM. CLEANING						
		177929	01/15/16	01	FEB 2016 CITY OFFICE CLEANING	01-110-54-00-5488	1,233.00	
						INVOICE TOTAL:	1,233.00 *	
						CHECK TOTAL:		1,233.00
521566	STEVENS	STEVEN'S SILKSCREENING						
		9750R	01/12/16	01	BASKETBALL T-SHIRTS	79-795-56-00-5606	46.00	
						INVOICE TOTAL:	46.00 *	
		9910	01/14/16	01	COMMUNITY SERVICE OFFICER	01-210-56-00-5600	149.94	
				02	SHIRTS	** COMMENT **		
						INVOICE TOTAL:	149.94 *	
						CHECK TOTAL:		195.94
521567	SUBURLAB	SUBURBAN LABORATORIES INC.						
		131120	01/06/16	01	FLOURIDE SAMPLES	51-510-54-00-5429	309.00	
						INVOICE TOTAL:	309.00 *	
						CHECK TOTAL:		309.00
521568	SZWEDAW	WALTER SZWEDA						
		011516	01/15/16	01	REFEREE	79-795-54-00-5462	75.00	
						INVOICE TOTAL:	75.00 *	

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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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 02/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521568	SZWEDAW	WALTER SZWEDA						
	012216		01/22/16	01	REFEREE	79-795-54-00-5462	75.00	
						INVOICE TOTAL:	75.00 *	
						CHECK TOTAL:		150.00
521569	TAPCO	TAPCO						
	I514829		01/14/16	01	SIGNS	15-155-56-00-5619	77.50	
						INVOICE TOTAL:	77.50 *	
	I515133		01/18/16	01	POSTS	15-155-56-00-5619	613.03	
						INVOICE TOTAL:	613.03 *	
						CHECK TOTAL:		690.53
521570	TRUAXG	GARY TRUAX						
	011616		01/16/16	01	REFEREE	79-795-54-00-5462	100.00	
						INVOICE TOTAL:	100.00 *	
						CHECK TOTAL:		100.00
521571	WAREHOUS	WAREHOUSE DIRECT						
	2943536-0		01/14/16	01	GLUE STICKS, DVD/CD-R DISCS	01-210-56-00-5610	49.17	
						INVOICE TOTAL:	49.17 *	
	2945540-0		01/15/16	01	CLIPS, PAPER	01-110-56-00-5610	136.45	
						INVOICE TOTAL:	136.45 *	
						CHECK TOTAL:		185.62
521572	WEEKSB	WILLIAM WEEKS						
	012316		01/23/16	01	REFEREE	79-795-54-00-5462	100.00	
						INVOICE TOTAL:	100.00 *	
						CHECK TOTAL:		100.00

UNITED CITY OF YORKVILLE ILLINOIS EST. 1836 County Seat of Kendall County

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
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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 02/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521573	WILLIAMT	TY WILLIAMS						
		012316	01/23/16	01	REFEREE	79-795-54-00-5462	75.00	
						INVOICE TOTAL:	75.00 *	
						CHECK TOTAL:		75.00
521574	WOODHOUR	RICHARD WOODHOUSE						
		012316	01/23/16	01	REFEREE	79-795-54-00-5462	75.00	
						INVOICE TOTAL:	75.00 *	
						CHECK TOTAL:		75.00
521575	WORDLAWT	TERRANCE WORDLAW						
		011616	01/16/16	01	REFEREE	79-795-54-00-5462	25.00	
						INVOICE TOTAL:	25.00 *	
						CHECK TOTAL:		25.00
521576	WTRPRD	WATER PRODUCTS, INC.						
		0263733	01/13/16	01	BAND REPAIR CLAMPS	51-510-56-00-5640	316.92	
						INVOICE TOTAL:	316.92 *	
						CHECK TOTAL:		316.92
521577	YBSD	YORKVILLE BRISTOL						
		0551-012188318	12/31/15	01	DEC 2015 TRANSPORT & TIPPING	51-510-54-00-5445	7,159.30	
				02	FEES	** COMMENT **		
						INVOICE TOTAL:	7,159.30 *	
						CHECK TOTAL:		7,159.30
521578	YORKACE	YORKVILLE ACE & RADIO SHACK						

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 02/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521578	YORKACE	YORKVILLE ACE & RADIO SHACK						
		158779	01/14/16	01	C-PAK USS FLAT WASH	01-410-56-00-5640	12.99	
						INVOICE TOTAL:	12.99 *	
		158861	01/25/16	01	OIL	01-410-56-00-5620	19.99	
						INVOICE TOTAL:	19.99 *	
						CHECK TOTAL:		32.98
521579	YORKSELF	YORKVILLE SELF STORAGE, INC						
		012216-45	01/22/16	01	JAN 2016 STORAGE RENTAL	01-210-54-00-5485	80.00	
						INVOICE TOTAL:	80.00 *	
						CHECK TOTAL:		80.00
521580	YOUNGM	MARLYS J. YOUNG						
		010516	01/17/16	01	01/05/16 EDC MEETING MINUTES	01-110-54-00-5462	68.00	
						INVOICE TOTAL:	68.00 *	
		010616	01/20/16	01	GC HOUSING PUBLIC HEARING	90-089-89-00-0011	54.00	
				02	VARIANCE	** COMMENT **		
				03	01/06/16 ZONING BOARD MEETING	01-110-54-00-5462	6.00	
				04	MINUTES	** COMMENT **		
						INVOICE TOTAL:	60.00 *	
		010716	01/07/16	01	01/07/16 PUBLIC SAFETY MEETING	01-110-54-00-5462	51.75	
				02	MINUTES	** COMMENT **		
						INVOICE TOTAL:	51.75 *	
		011316	01/26/16	01	GC HOUSING REZONING	90-089-89-00-0011	53.21	
				02	01/13/16 PLAN COMMISSION	01-110-54-00-5462	0.54	
				03	MEETING MINUTES	** COMMENT **		
						INVOICE TOTAL:	53.75 *	
						CHECK TOTAL:		233.50

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 02/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
521581	00000000	TOTAL DEPOSIT ^					
	020916		02/09/16	01	TOTAL DIRECT DEPOSITS		600.00
						INVOICE TOTAL:	600.00 *
						CHECK TOTAL:	600.00
						TOTAL AMOUNT PAID:	289,558.28

^SEE FOLLOWING PAGE FOR DIRECT DEPOSIT DETAILS

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	

DATE: 02/03/16
TIME: 08:01:25
ID: AP6C000P.CBL

UNITED CITY OF YORKVILLE
DIRECT DEPOSIT AUDIT REPORT
DEPOSIT NACHA FILE

VENDOR NAME	NUMBER	DEPOSIT AMOUNT	DESCRIPTION
DAVID BEHRENS	BEHRD	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
TIM EVANS	EVANST	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
ROB FREDRICKSON	FREDRICR	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
GARY GOLINSKI	GOLINSKI	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
RHIANNON HARMON	HARMANR	30.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
RYAN HORNER	HORNERR	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
ANTHONY HOULE	HOULEA	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
JAMIE JACKSON	JACKSONJ	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
TYLER NELSON	NELCONT	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
STEVE REDMON	REDMONST	30.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
SHAY REMUS	ROSBOROS	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
BILL SCOTT	SCOTTB	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
JOHN SLEEZER	SLEEZERJ	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
SLEEZER, SCOTT	SLEEZERS	45.00	JAN 2016 MOBILE EMAIL REIMBURSEMENT
TOTAL AMOUNT OF DIRECT DEPOSITS		600.00	

Total # of Vendors : 14



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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/20/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521395	HRGREEN	HR GREEN						
	102555		01/03/16	01	11/14-12/11 PROFESSIONAL	23-230-60-00-6009	5,293.00	
				02	SERVICES FOR CRB-WRIGLEY -	** COMMENT **		
				03	TRANSPORTATION SERVICES	** COMMENT **		
						INVOICE TOTAL:	5,293.00 *	
						CHECK TOTAL:		5,293.00
						TOTAL AMOUNT PAID:		5,293.00

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/22/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521396	R0001580	CHRISTOPHER GRANDCHAMP						
		20150485-BUILD	01/13/16	01	1437 SLATE CT BUILD PROGRAM	23-000-24-00-2445	3,703.60	
				02	1437 SLATE CT BUILD PROGRAM	25-000-24-20-2445	600.00	
				03	1437 SLATE CT BUILD PROGRAM	25-000-24-21-2445	1,600.00	
				04	1437 SLATE CT BUILD PROGRAM	25-000-24-22-2445	100.00	
				05	1437 SLATE CT BUILD PROGRAM	42-000-24-00-2445	50.00	
				06	1437 SLATE CT BUILD PROGRAM	51-000-24-00-2445	3,840.00	
				07	1437 SLATE CT BUILD PROGRAM	72-000-24-00-2445	106.40	
						INVOICE TOTAL:	10,000.00 *	
						CHECK TOTAL:		10,000.00
						TOTAL AMOUNT PAID:		10,000.00

UNITED CITY OF YORKVILLE ILLINOIS EST. 1836 County Seat of Kendall County

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/27/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521397	R0001583	BRIAN & SONIA HAMMOND						
		20150423-BUILD	01/13/16	01	2732 LILAC ST BUILD PROGRAM	23-000-24-00-2445	4,062.40	
				02	2732 LILAC ST BUILD PROGRAM	25-000-24-20-2445	600.00	
				03	2732 LILAC ST BUILD PROGRAM	25-000-24-21-2445	1,600.00	
				04	2732 LILAC ST BUILD PROGRAM	25-000-24-22-2445	100.00	
				05	2732 LILAC ST BUILD PROGRAM	42-000-24-00-2445	50.00	
				06	2732 LILAC ST BUILD PROGRAM	51-000-24-00-2445	3,587.60	
						INVOICE TOTAL:	10,000.00 *	
						CHECK TOTAL:		10,000.00
						TOTAL AMOUNT PAID:		10,000.00

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/29/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521398	R0001584	MICHAEL & BRITTANY HENDON						
	20150491-BUILD		01/13/16	01	1403 RUBY DR BUILD PROGRAM	23-000-24-00-2445	3,986.40	
				02	1403 RUBY DR BUILD PROGRAM	25-000-24-20-2445	600.00	
				03	1403 RUBY DR BUILD PROGRAM	25-000-24-21-2445	1,600.00	
				04	1403 RUBY DR BUILD PROGRAM	25-000-24-22-2445	100.00	
				05	1403 RUBY DR BUILD PROGRAM	42-000-24-00-2445	50.00	
				06	1403 RUBY DR BUILD PROGRAM	51-000-24-00-2445	3,663.60	
						INVOICE TOTAL:	10,000.00 *	
						CHECK TOTAL:		10,000.00
						TOTAL AMOUNT PAID:		10,000.00

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	

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131078	KCR KENDALL COUNTY RECORDER'S				01/29/16		
	187130	01/29/16	01	FILE 2 UTILITY LIENS		51-510-54-00-5448	98.00
			02	RELEASE 2 UTILITY LIENS		51-510-54-00-5448	98.00
			03	RELEASE 3 AND FILE 5 MOWING		25-215-54-00-5448	392.00
			04	LIENS		** COMMENT **	
						INVOICE TOTAL:	588.00 *
						CHECK TOTAL:	588.00
						TOTAL AMOUNT PAID:	588.00

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 02/01/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
521399	R0001591	NOE & OSCAR FLETES						
		20150379-BUILD	01/29/16	01	873 N CARLY CR BUILD PROGRAM	23-000-24-00-2445	300.00	
				02	873 N CARLY CR BUILD PROGRAM	25-000-24-21-2445	380.00	
				03	873 N CARLY CR BUILD PROGRAM	51-000-24-00-2445	5,320.00	
				04	873 N CARLY CR BUILD PROGRAM	52-000-24-00-2445	4,000.00	
						INVOICE TOTAL:	10,000.00 *	
						CHECK TOTAL:		10,000.00
						TOTAL AMOUNT PAID:		10,000.00

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	

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
January 29, 2016

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	$ 808.34	$ -	$ 808.34	$ -	$ 61.84	$ 870.18
CLERK	483.34	-	483.34	8.85	36.96	529.15
TREASURER	83.34	-	83.34	8.85	6.36	98.55
ALDERMAN	3,200.00	-	3,200.00	-	241.73	3,441.73
ADMINISTRATION	12,321.97	-	12,321.97	1,273.95	871.11	14,467.03
FINANCE	8,329.64	-	8,329.64	885.45	623.37	9,838.46
POLICE	99,688.23	2,353.42	102,041.65	535.00	7,486.18	110,062.83
COMMUNITY DEV.	11,924.49	-	11,924.49	1,267.57	865.82	14,057.88
STREETS	12,794.50	1,757.78	14,552.28	1,512.47	1,071.95	17,136.70
WATER	13,544.93	115.43	13,660.36	1,452.10	991.29	16,103.75
SEWER	7,740.67	-	7,740.67	822.83	577.22	9,140.72
PARKS	14,345.79	-	14,345.79	1,524.96	1,066.40	16,937.15
RECREATION	12,937.60	-	12,937.60	1,120.71	963.33	15,021.64
LIBRARY	14,959.62	-	14,959.62	826.62	1,118.77	16,905.01
TOTALS	$ 213,162.46	$ 4,226.63	$ 217,389.09	$ 11,239.36	$ 15,982.33	$ 244,610.78

TOTAL PAYROLL **$ 244,610.78**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, February 09, 2016

ACCOUNTS PAYABLE		**DATE**	
City Check Register *(Pages 1 - 32)*		02/09/2016	289,558.28
	SUB-TOTAL:		**$289,558.28**
OTHER PAYABLES			
Manual Check#521395 - HR Green-Wrigley Transport Services *(Page 33)*		01/20/2016	5,293.00
Manual Check#521396 - Grandchamp BUILD Check *(Page 34)*		01/22/2016	10,000.00
Manual Check#521397 - Hammond BUILD Check *(Page 35)*		01/27/2016	10,000.00
Manual Check#521398 - Hendon BUILD Check *(Page 36)*		01/29/2016	10,000.00
Clerk's Check #131078 - Kendall County Recorder *(Page 37)*		01/29/2016	588.00
Manual Check#521399 - Fletes BUILD Check *(Page 38)*		02/01/2016	10,000.00
	SUB-TOTAL:		**$45,881.00**
DEBT SERVICE PAYMENTS			
* IEPA - L17-1563 Fund - Interest PMT		02/03/2016	$14,949.36
* IEPA - L17-1563 Fund - Principal PMT		02/03/2016	$47,565.72
	TOTAL PAYMENTS:		**$62,515.08**
PAYROLL			
Bi - Weekly *(Page39)*		01/29/2016	244,610.78
	SUB-TOTAL:		**$244,610.78**
	TOTAL DISBURSEMENTS:		**$642,565.14**

* Debt Service Payments Made Via Wire

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	■
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor #1

Tracking Number

CC 2016-08

Agenda Item Summary Memo

Title: Membership of Plan Commission

Meeting and Date: City Council – February 9, 2016

Synopsis: Ordinance Amending the Number of Members of the Plan Commission.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

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: February 2, 2016
Subject: **Membership of Plan Commission**

Request Summary:

A request to amend Section 2-1-2 of the Yorkville City Code to reduce the number of voting members of the Plan Commission from nine (9) to seven (7).

Background:

As stated, the City Code currently requires the Plan Commission to consist of nine (9) voting members who are appointed by the Mayor. In 1962, the City adopted an ordinance establishing a Plan Commission which consisted of ten (10) members (Ord. 1962-8). However in 2008, the City revised this section of the City Code to reduce the Plan Commission membership to nine (9) residents of Yorkville or a person who resides within 1.5 miles of the corporate boundaries but not within another municipality.

While the nine (9) member commission has suited the community well the past eight years, there have been instances where meetings had to be cancelled due to a lack of a quorum which is five (5) present members. This has resulted in an inconvenience to petitioners and even more so to the public seeking to provide comments during scheduled hearings. Just over the past year, the Plan Commission has had to cancel one (1) meeting due to a lack of quorum and averaged an attendance rate of six (6) members per meeting.

Due to recent resignations and the difficulty in finding residents who can devote time to a commission which meets frequently throughout the year, there are only seven (7) Plan Commissioners and two (2) seats which have remained vacant since October 2015. It was the recommendation of the Plan Commission, at their January 2016 meeting, to amend the City Code to reduce the commission's membership to reflect the current sitting members.

Surrounding Communities & Other Committees:

Staff has researched the following surrounding communities to determine their current Plan Commission membership numbers:

Community	***Commission/Board Name***	***Membership Number***
Montgomery	Plan Commission	7 members
Oswego	Planning & Zoning Commission	7 members
Plano	Plan Commission & Zoning Board of Appeals	7 members
Plainfield	Plan Commission	7 members
Sugar Grove	Planning Commission	7 members

Additionally, the City of Yorkville is also served by another advisory body, the Zoning Board of Appeals, which hears requests regarding variations from the Zoning Ordinance which currently consists of seven (7) voting members.

Staff Comments/Recommendation:

Based upon the current Plan Commission membership, the average attendance rate, the compositions of surrounding communities' commissions and the recommendation of the sitting Plan Commissioners, staff is exceedingly supportive of the proposed amendment to the City Code reducing the Plan Commission members from nine (9) to seven (7). A draft ordinance, prepared by the City Attorney, is attached for your consideration.

Should you have any questions regarding this request, staff and the City Attorney will be available at Tuesday night's meeting.

Ordinance No. 2016-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AMENDING THE NUMBER OF MEMBERS OF THE PLAN COMMISSION

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 11-12-4 of the Illinois Municipal Code (65 ILCS 5/11-12-4) the corporate authorities may establish a Plan commission for the City with the number of members to be determined by the corporate authorities.

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

Section 1: That Section 2-1-2 of the Yorkville City Code, as amended, be and is hereby amended to read as follows:

"2-1-2: MEMBERSHIP; APPOINTMENTS; DISMISSALS:

> The plan commission shall consist of seven (7) voting members who shall be appointed by the mayor subject to confirmation by the city council, who must be either a resident of the city of Yorkville or reside within 1.5 miles of the corporate boundaries of the city of Yorkville and not within the boundaries of any other municipality at the time of appointment.
>
> The mayor may dismiss any voting member of the plan commission, subject to city council approval, if that member has missed a majority of the scheduled plan commission meetings during the fiscal year."

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	_____	SEAVER TARULIS	_____

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

_____
MAYOR

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor #2

Tracking Number

CC 2016-09

Agenda Item Summary Memo

Title: Amendment to Extend Ending Date for Kennedy Road ITEP Project

Meeting and Date: City Council – February 9, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Brad Sanderson (Name) Engineering (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: Brad Sanderson, EEI
CC: Krysti Barksdale-Noble, Community Development Director
Eric Dhuse, Director of Public Works

Date: February 2, 2016
Subject: Kennedy Road ITEP – Shared-Use Path

As you are aware, the City was awarded an Illinois Transportation Enhancement Program (ITEP) Grant for a shared-use path along Kennedy Road in the amount of $1,387,280 on October 29, 2010. Currently, we are nearing the completion of Phase II design / land acquisition and will soon be targeting a bid letting.

IDOT has requested that the ending date that is noted in the funding agreement (see attached) be extended to accommodate the timing of the project. Also attached is the Amendment to Extend that was provided to us from the department for consideration.

We are recommending that the amendment be approved by City Council to keep the project moving forward. If you have any further questions or need additional information, please let me know.

AMENDMENT TO EXTEND

Local Agency: City of Yorkville
Address: 800 Game Farm Road
Yorkville, IL. 60560

Obligation: AL12421
Job Number: P-93-022-11

Submitting Agency: Department of Transportation
Division: Bureau of Local Roads
Address: 2300 South Dirksen Parkway
Springfield, IL. 62764

Whereas it is necessary to revise the estimated ending date for completion of the subject agreement for reimbursement to the Local Agency, and thereby the obligation end date,

It is mutually agreed that the revised ending date be extended to June 7, 2017, making the term of this agreement June 8, 2012 to June 7, 2017.

All remaining provisions of the original agreement or prior amendments are not altered by this amendment.

_____
Name of Official (Print or Typed Name)

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

_____ _____
Signature Date

_____ _____
Randall Blankenhorn, Secretary of Transportation Date

By: _____ _____
Aaron A. Weatherholt, Deputy Director of Highways Date

_____ _____
Omer Osman, Director of Highways Date

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 13, 2012

Ms. Beth Warren
City Clerk
800 Game Farm Road
Yorkville, Illinois 60560

Subject: City: Yorkville
Section: 10-00042-00-BT
Project: TE-00D3(068)
Job: P-93-022-11
Joint Agreement

Dear Ms. Warren:

The department executed the subject agreement on June 8, 2012. A copy is enclosed.

Sincerely,

James K. Klein

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets

Enclosure

cc: Eric Dhuse, Public Works Director
Eric Therkildsen (Acting), Attn: James Threadgill (Acting) - District 3
Jeff South
Joanne Woodworth, Attn: Project Control

Illinois Department of Transportation **Local Agency Agreement for Federal Participation**	Local Agency City of Yorkville	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 10-00042-00-BT	Fund Type STE		ITEP Number 329015	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-93-022-11	TE-00D3(068)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "**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 described below. The improvement shall be constructed in accordance with plans 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 Kennedy Road Route N/A Length 2.72 Mile

Termini IL RT 47 to Mill Road

Current Jurisdiction City of Yorkville Existing Structure No

Project Description

Construct a 10' wide shared-use path for bicycle and pedestrain use adjacent to Kennedy Road from IL RT 47 to Mill Road.

Division of Cost

Type of Work	STE	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	190,240	(*)		( )	47,560	(Bal)	237,800
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
TOTAL	$ 190,240		$		$ 47,560		$ 237,800

* 80% STE funds NTE $190,240

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LA** 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 reimbursment.

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

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the **LA** is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the **LA**'s total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of **LA** Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---**LA**'s Share _____ 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 LA 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 **LA** 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 **LA**, and **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 **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 the completion of the contract, 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 **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 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 **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'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 **LA** will pay to the **STATE**, an amount equal to the **LA**'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.

(11) (Day Labor or Local Contracts) 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 this agreement is executed, the **LA** 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 this Agreement is executed, the **LA** 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 be 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 **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/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 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 **LA**'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 **LA**'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 **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (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) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.

(23) To complete this phase of the project within three 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).

(24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) (Single Audit Requirements) That if the **LA** receives $500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than $500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

(26) That the **LA** is required to register with the 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. If you do not have a CCR number, you must register at https://www.bpn.gov/ccr. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than $25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

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 **LA**'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 **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** 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) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the **LA** 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 **LA**;

(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.

(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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(3) For contracts awarded by the **LA**, the **LA** 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 **LA** 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 **LA**'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 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.). In the absence of a USDOT – approved **LA** 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.

(4) In cases where the **STATE** is reimbursing the **LA**, 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.

(5) 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

(Insert addendum numbers and titles as applicable)

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.)

Gary J. Golinski 3/5/12
(Signature) Date

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

DUNS Number 112382973

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

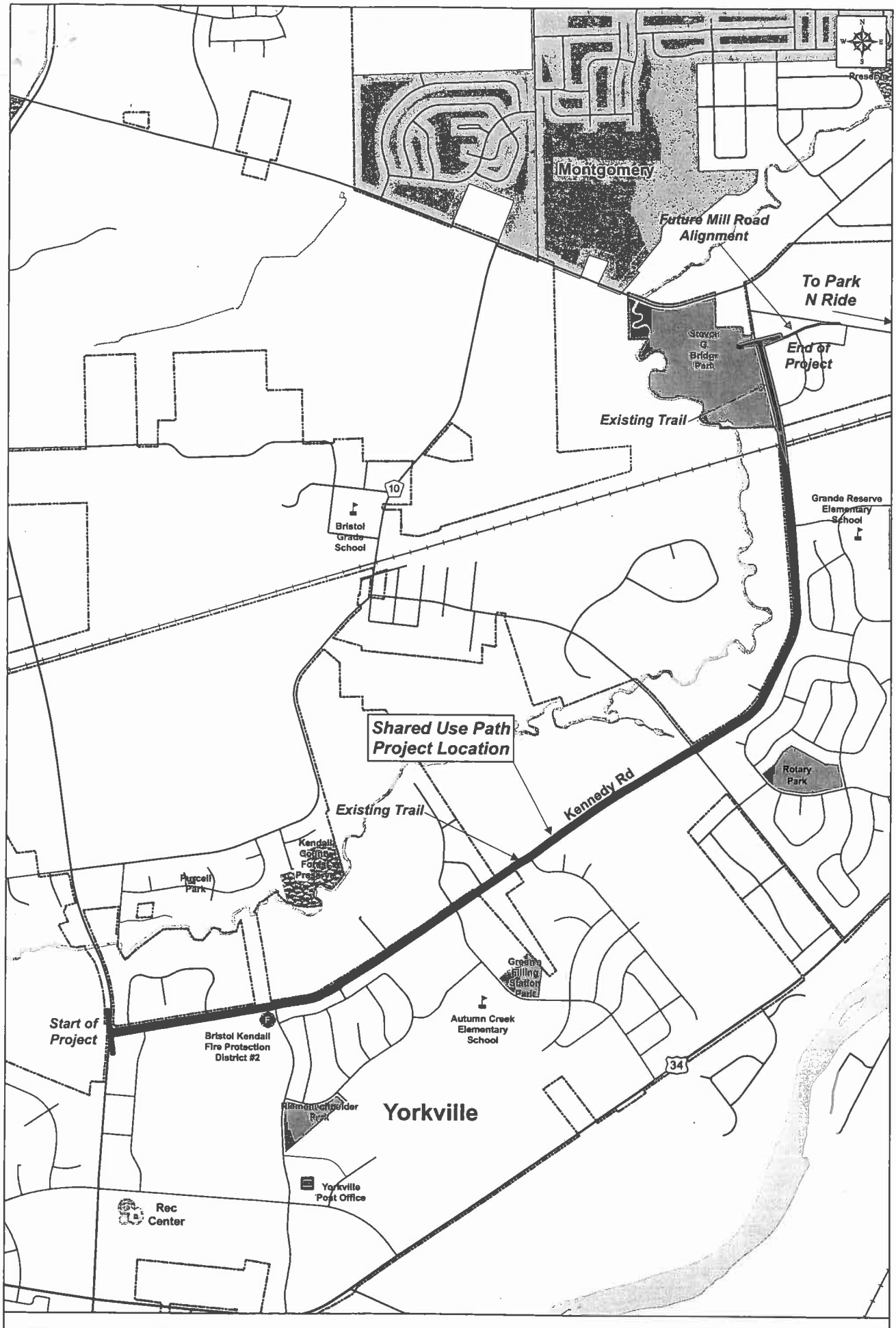
Ann L. Schneider, Secretary of Transportation

6/8/12
BY: Aaron A. Weatherholt, Deputy Director of Highways Date

William R. Frey 6-6-12
William R. Frey, Interim Director of Highways Date

N/A
Ellen J. Schanzle-Haskins, Chief Counsel Date

N/A
Matthew R. Hughes, Director of Finance and Administration Date



Kennedy Road ITEP Grant Site Location Map

0 1,000 2,000

Feet

The Data is provided without warranty or any representation of accuracy, timeliness, or completeness. It is the responsibility of the "Requester" to determine accuracy, timeliness, completeness, and appropriateness of its use. The United City of Yorkville makes no warranties, expressed or implied, to the use of the Data.
- Map produced by United City of Yorkville GIS

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	■

Agenda Item Number

Park Board #1

Tracking Number

CC 2016-10

Agenda Item Summary Memo

Title: Community Bee Garden at Bridge Park

Meeting and Date: City Council – February 9, 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: Majority

Council Action Requested:

Submitted by: Tim Evans (Name) Parks and Recreation (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
Date: February 1, 2016
Subject: Community Bee Garden at Bridge Park

Topic

Community Bee Garden at Bridge Park.

Background

With the recently passed residential Beekeeping Ordinance, staff has been asked by several residents if the Parks and Recreation Department could set-up a Community Bee Garden, where multiple honey bee hives are kept and monitored by interested individuals. Staff discovered, with some research, that while bee keeping is only permitted in the A-1 Zoning District, the OS-2 District does have some leeway. Per *Section 10-10B-4 Accessory Uses, Building and Structures,* paragraph B-2 states, "Aside from city sponsored events, any indoor and outdoor art, craft, garden, concerts, shows and other amusement activities shall also require the prior review by the park board and approval of the city council."

In addition to the permit details, following is additional information concerning the potential Community Bee Garden:

1) Location:
- Staff has determined that the best location for the potential apiary would be in the wooded area of Bridge Park, located southwest of the baseball fields, map attached.

2) Benefits:
- Those residents who cannot meet the stringent requirements of the residential beekeeping ordinance would have the opportunity to keep their own bees on property that is easily accessible and owned by the city.
- Increasing the honeybee population and/or raising the interest/awareness of the hobby itself, in light of the national decline in honeybee populations, should be a priority for those who enjoy flowering plants and eating healthy food.

3) Hurdles:
- The option will only be available to those interested residents with a sufficient amount of time to register for a class and purchase the necessary equipment and bees; however the entire community will benefit from the additional honey bees.

- Making the maintenance of the location as simple as possible to ensure little cost to the city.
- To ensure the location is locked when not in use and to deter potential vandalism.
- The need for a clause to minimize the City's liability and limit the potential for complaints between bee keepers.

4) Four step process for registration:

- Apply and pay for a license, receive a map of reserved location inside the park and the combination for the lock.
- Bee keepers move equipment in and show proof of Illinois Department of Agriculture Apiary Inspection Registration submittal.
- Prior to the next year's application fee, bee keepers will present Annual Apiary Registration papers (this takes a full year to receive).
- Potential Bee Keeper will have to provide a Certificate of Liability Insurance naming the United City of Yorkville (800 Game Farm Rd, Yorkville, IL 60560) as additionally insured in amount of $1,000,000.

5) Miscellaneous Information:

- Potential bee keepers will complete the attached Parks and Recreation Community Bee Garden application.
- Fees: $25 yearly City permit fee, plus any additional State permitting fees and insurance.
- Available spots are still to be determined.
- We anticipate "other issues" will arise, but for now believe the process is pretty straight forward.
- Attached is additional information for review. Further analysis will be presented verbally at the meeting.

Recommendation

Staff seeks City Council approval of the Park Board recommendation to approve the installation of a Community Bee Garden at Bridge Park.

YORKVILLE PARKS & RECREATION DEPARTMENT
201 West Hydraulic Ave. Yorkville, IL 60560
Phone 630. 553.4357 Fax 630.553.4360
Email – recreation@yorkville.il.us
Online registration www.yorkvilleparksandrecreation.com

2016 Yorkville Community Bee Garden

Dear Resident,

The Yorkville Parks and Recreation Department would like to welcome you to the new Community Bee Garden. While beekeeping is allowed at Yorkville residential homes as an approved accessory use within specific districts with conditions, Yorkville Residents now have a second option of keeping and maintaining their hives in Yorkville's new Community Bee Garden. Yorkville's Community Bee Garden will be located at Steven G. Bridge Park (3651 Kennedy Rd, Yorkville), in the woods, southwest of the ball fields, where residents may keep and maintain their bee hives.

To register for and be eligible to keep and maintain bee hives in the Yorkville Bee Garden, participants must be residents or a business of the City of Yorkville to. A maximum of three hives will be allowed per participant address.

The following items must be obtained, completed, and returned before you are given bee garden space:

- Application (Enclosed) and Yearly Fee
- Participants must register their hives with the Illinois Department of Agriculture, and must be in compliance with the Illinois Bees and Apiaries Act.
- Certificate of Liability Insurance naming the United City of Yorkville (800 Game Farm RD, Yorkville, IL 60560) as additionally insured. The Certificate of Liability Insurance can be obtained through your regular insurance company or you can visit the following websites:
    1) www.campbellriskmanagement.com.
    2) http://www.abfnet.org/?page=21
    3) https://www.kelleybees.com/Blog/3/Beeyond-Beehind-TheHives/240/Beekeeping-Insurance

When a participant is approved, they will be assigned a key to access the bee garden. There is $25 yearly, per person fee to keep and maintain a bee hive in the bee garden, in addition to any State permitting fees.

For more information please contact the Yorkville Parks and Recreation Department at 630-553-4357 or recreation@yorkville.il.us .

Local beekeeping associations are great sources for information; consider contacting or joining the organizations listed below:

- Illinois State Beekeepers Association
- Northern Illinois Beekeepers Association
- Lake County Beekeepers Association
- Cook DuPage Beekeepers Association (Beekeeping classes)

UNITED CITY OF YORKVILLE PARKS AND RECREATION DEPARTMENT

Community Bee Garden Application

Name:_____("Keeper")

Address:_____

City:_____ State:_____ Zip:_____

Primary Phone Number: (____)_____ Cell Phone:(___)_____

Fax: (___)_____ Email:_____

Illinois Department of Agriculture Apiary Registration Number:_____
(All Bee Keepers must be registered with the Illinois Department of Agriculture. For more information please visit: www.agr.state.il.us)

Number of Colonies/Hives at the Community Bee Garden:_____

Certificate of Liability Insurance: All keepers must submit a certificate of liability insurance in an amount of not less than one million dollars naming the United City of Yorkville (800 Game Farm Yorkville, IL 60560) as additionally insured.

Location: Steven G. Bridge Park (3651 Kennedy Rd Yorkville, IL 60560)

Fees: $25 yearly fee, per person, in addition to any State permitting fees.

** We accept Cash, Check or Credit Card. Please call 630-553-4357 to make a credit card payment.

Liability Waiver:

In consideration of participation in the City's community bee garden, Keeper agrees that neither the City of Yorkville nor its agents, officers and employees shall be liable for injury to the Keeper's business or any loss of income there from, or for bodily injury, personal injury or physical property damage of the keeper, its employees, invitees, or any other person in or around the bee garden, regardless of whether the injury or damage results from conditions arising from other sources or places including, but not limited to weather conditions, surrounding hives or other similar occurrences.

To the fullest extend permit by law, the Keeper shall indemnify, defend and hold harmless the City of Yorkville and its agents, officers and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgment, costs, and expenses, which may arise directly or indirectly from any negligence or reckless or willful acts of the Keeper, its employees or agents in the construction, maintenance, repair, change or removal of the Keeper's hives in the bee garden. The Keeper shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection there with. If any judgment shall be rendered against the City of Yorkville or its agents, officers or employees, the Keeper shall, at its own expense, satisfy and discharge the same.

_____ _____

Signature **Date**

Please Return Application and Payment made payable to:

Yorkville Parks and Recreation (YPRD)
201 W Hydraulic Ave
Yorkville, IL 60560
Phone: 630-553-4357
Fax: 630-553-4360
recreation@yorkville.il.us

UNITED CITY OF YORKVILLE PARKS AND RECREATION DEPARTMENT

Yorkville Community Bee Garden Rules and Regulations

The United City of Yorkville Community Bee Apiary was created to address the growing popularity of beekeeping. Participants in the Community Bee Garden will maintain bee hives for the purpose of producing honey and other beekeeping by-products for personal use. The objective of the bee garden is to provide Yorkville residents and businesses a secure location for beekeeping and to increase the population of honeybees which has decreased in recent years. The following guidelines have been developed for participants.

Eligible Participant

A participant is any United City of Yorkville resident or business that is keeping and maintaining a beehive in the Community Bee Garden for the purpose of harvesting the honey and other hive byproducts. All products must comply with all applicable federal, state, and local regulations.

Community Bee Garden Coordinator

The bee garden coordinator is a City of Yorkville employee who coordinates the promotion and outreach program, participation, bee hive layout and day to day operation of the bee garden.

Location of Community Bee Garden

The United City of Yorkville Bee Apiary is located at Steven G. Bridge Park (3651 Kennedy Rd, Yorkville, IL 60560), map attached. Parking is available inside the apiary grounds; however, spots are extremely limited and may require equipment drop off at the site and then parking on the street across from the bee garden entrance or the Bridge Park parking lot. Under no circumstances are cars allowed to park on Kennedy Road. The apiary grounds including the parking area are open and available to participants Monday through Sunday from dawn till dusk.

Requirements

Participants must meet the following requirements in order to participate in the bee garden:

- Participants must provide hives, bees, equipment, etc.
- Participants should be able to demonstrate beekeeping knowledge. First year beekeepers should participate in an introductory course on beekeeping prior to keeping a hive in the bee garden.
- A certificate of insurance naming the United City of Yorkville (800 Game Farm Rd, Yorkville, IL 60560) as additionally insured. Insurance must be kept up-to-date while bee hives are on City Property.
- Participants shall first register their hives with the Illinois Department of Agriculture, place the registration number on the hive, and provide a copy of the registration to the Yorkville Parks and Recreation Department.
- Participants must be in compliance with Illinois Bees and Apiaries Act.

Permitted Number of Hives

The number of participants keeping and maintaining a hive(s) in the bee garden for the purpose of producing honey and other hive byproducts may be limited based on available space.

Hive Maintenance

- Participants shall provide ongoing, regular upkeep and maintenance of the beehive(s) and take steps to prevent or contain swarming.
- Participants shall keep a record of site visits and inspections of their beehive(s). The city has the right to request and review the records. If requested, participants must provide the site visit and inspection record within 10 business days.
- All beehive(s) must be maintained in compliance with the Illinois Bees and Apiaries Act. Any beehive(s) not in compliance with the Illinois Bees and Apiaries Act shall be declared to be in violation of Section 90.52 Common Law and Statutory Nuisances and shall be removed. Failure to remove the beehive(s) is also considered to be a nuisance.
    - The Yorkville Parks and Recreation Department reserves the right to deny or remove any bee keeper or bee hive.

Dates and Hours of Operation

The City of Yorkville Community Bee Garden will be available to participants Monday through Sunday from dawn till dusk.

Prohibited Items

The sale of honey and any hive byproducts at the Community Bee Apiary location is prohibited. Any waste generated at the site must be removed and disposed of off-site by the beekeeper.

Fees

There is a $25 yearly fee for maintaining a hive in the Community Bee Garden. As a term and condition of participating in the Community Bee Garden, participants will be accepting a key granting access to the bee garden. Participants that are no longer able to participate shall return their key within 10 days of removing their hive(s). Participants will be charged the full fee to re-key the lock should their key not be returned within 10 days of removing their hive(s) or if the hive has not been removed.

Enforcement of Rules and Regulations

Participants in the community bee garden must at all times conform to the Rules and Regulations. The bee garden coordinator has full authority to enforce all rules and any participants failing to comply will have their colonies declared a nuisance.

Insurance Requirements and Hold Harmless Agreement

Certificate of Liability Insurance naming the United City of Yorkville (800 Game Farm Rd, Yorkville, IL 60560) as additionally insured is required. The Certificate of Liability Insurance can be obtained through your regular insurance company or you can visit the following websites:

- www.campbellriskmanagement.com.
- http://www.abfnet.org/?page=21
- https://www.kelleybees.com/Blog/3/Beeyond-Beehind-TheHives/240/Beekeeping-Insurance

In order for the certificate to be accepted, it must name the United City of Yorkville (800 Game Farm Rd, Yorkville IL 60560) as additionally insured and in the amount of $1,000,000.00.

Google Maps 3651 Kennedy Rd



Imagery ©2015 Google, Map data ©2015 Google 500 ft



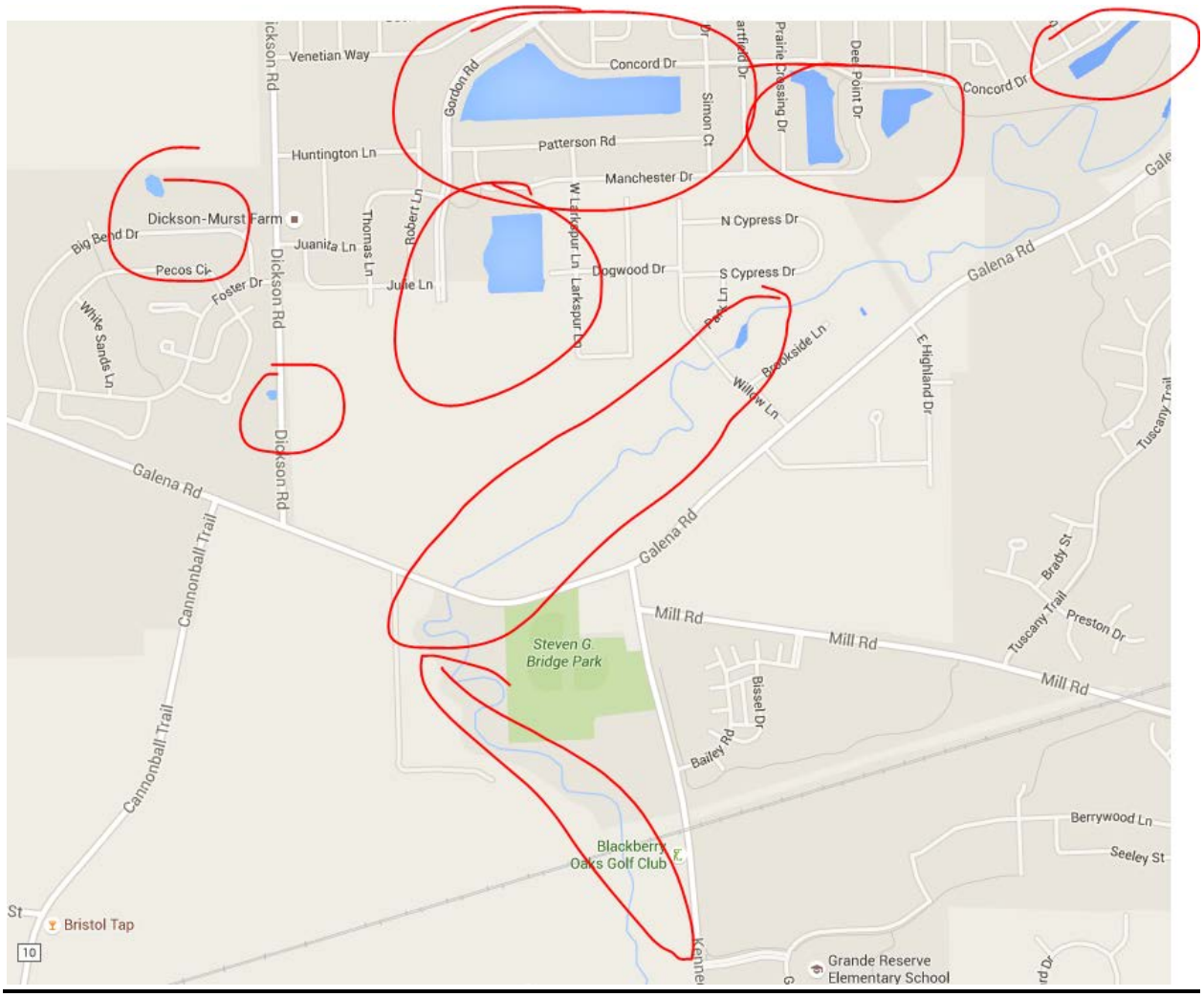
3651 Kennedy Rd

Bristol, IL 60512



At this location

Source Of Water Locations



ARTICLE B. OS-2, OPEN SPACE DISTRICT (RECREATIONAL)

10-10B-1: PURPOSE:

The land use regulations established for the OS-2, open space district are intended to govern the use of city owned recreational areas and park land in the city of Yorkville. This zoning district shall apply to all existing and newly annexed land currently used or intended for use as active recreational areas, public gathering areas or facilities and parks identified in Yorkville's park and recreation master plan. These regulations are also intended to provide safe and accessible indoor and outdoor leisure and entertainment space for the general public while maintaining or establishing an appropriate buffer between differing land use types or intensities.





(Ord. 2014-73, 11-25-2014)

10-10B-2: USES PERMITTED:

A. The following uses shall be allowed in this district:

All permitted uses in the OS-1, open space district.

Amphitheaters and outdoor music venues.

Building mounted solar energy systems (BSES).

Building mounted wind energy systems (BWES).

Community center.

Playgrounds.

Recreation center.

B. Any other use determined to be compatible by the plan commission with the above stated uses and those uses adjoining may be permitted.

C. Signs are permitted in the OS-2, open space district, as regulated pursuant to the applicable provisions of this code. (Ord. 2014-73, 11-25-2014)

10-10B-3: SPECIAL USES:

A. The following special uses shall be allowed in this district:

All special uses permitted in the OS-1, open space district.

Boat sales and rental.

Boat storage.

Campgrounds.

Daycare facility, adult.

Daycare facility, child.

Golf course.

Golf driving range.

Indoor swimming pool.

Marina.

Skating rink.

Stadium. (Ord. 2014-73, 11-25-2014)

10-10B-4: ACCESSORY USES, BUILDINGS AND STRUCTURES:

A. Notwithstanding the provision of the permitted uses of this article, the following accessory uses, buildings, and structures shall be allowed in the OS-2, open space district:

Accessory buildings including, but not limited to, indoor recreation and fitness facilities, clubhouses, washrooms, maintenance buildings and storage lockers.

Arbors, gazebos, pergolas, and pavilions.

Bicycle racks.

Commercial facilities, including concession stands when ancillary to the operation of the public recreational use.

Outdoor cabanas, showers, and changing areas.

Outside storage of park related materials.

Picnic tables, bleachers and tents.

Playground equipment.

Privately operated recreational facilities open to the general public.

Public sculpture gardens.

Sheds.

Skate park/ramps.

Tennis courts.

Other uses, buildings and structures which are deemed compatible by the plan commission.

B. Temporary uses shall be permitted in the OS-2, open space district subject to conditions, as follows:

1. Aside from city sponsored events, any public or private festival, carnival or recreational sporting event shall be permitted only with prior review by the park board and approval by the city council.

2. Aside from city sponsored events, any indoor and outdoor art, craft, garden, concerts, shows and other amusement activities shall also require the prior review by the park board and approval of the city council. (Ord. 2014-73, 11-25-2014)

10-10B-5: DIMENSIONAL AND BULK REQUIREMENTS:

A. Front Yard: Every building hereafter erected or enlarged shall provide and maintain a minimum front yard setback of thirty feet (30').

B. Side Yards: Each building hereafter erected or enlarged shall have a side yard on each side of each building of not less than ten feet (10') or a distance equal to fifty percent (50%) of the building height, whichever is greater, when adjacent to a residential district.

C. Rear Yards: Every building hereafter erected or enlarged shall provide and maintain a minimum rear yard setback of twenty feet (20') or a distance equal to fifty percent (50%) of the building height, whichever is greater, when adjacent to a residential district.

D. Building Height: The maximum building or accessory structure height shall be six (6) stories or eighty feet (80'). (Ord. 2014-73, 11-25-2014)

10-10B-6: FLOOR AREA RATIO:

Maximum floor area ratio for special use shall be established at the time a special use permit is granted. (Ord. 2014-73, 11-25-2014)

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Human Resources	☐
Community Development	■
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Plan Commission #1

Tracking Number

PC 2015-16 & ZBA 2015-06

Agenda Item Summary Memo

Title: GC Housing Development

Meeting and Date: City Council – February 9, 2016

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: See below.

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

a. Ordinance Approving the Rezoning - Super-Majority vote

b. Ordinance Granting a Variance - Super-Majority vote

c. Ordinance Approving a Development Agreement - Majority vote

d. Ordinance Approving an Agreement for a Housing Assistance Program - Majority vote

e. Ordinance Approving an Indemnity Agreement - Majority vote

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: February 4, 2016
Subject: GC Housing Project

Summary

Approval of a rezoning, variance, development agreement, rental assistance program, and indemnity agreement for the GC Housing project.

Background

This item was last discussed by City Council at the January 26th meeting. At that meeting, the developer proposed a 75-unit building (materials from City Council meeting included in this packet). Since that meeting, the developer has revised the building down to 65 units and has further shifted the project to the west (revised drawings attached to this memo). It now sits approximately 80 feet from the eastern lot line at the southern end of the building, and approximately 140 feet from the eastern lot line at the northern end of the building.

This agenda item contains five ordinances, each with their own exhibits and/or agreements. They are as follows:

1) An ordinance rezoning the property
    a. This ordinance will simply rezone the property as proposed.

2) An ordinance approving the variance
    a. This ordinance simply allows the maximum density on the property to be 24 dwelling units per acre. The current plan for the property is around 19 units per acre. The ordinance will include an exhibit incorporating staff comments into the project (Exhibit A), the current site plan (Exhibit B) and concept elevations (Exhibit C).

3) An ordinance approving the development agreement
    a. The development agreement:
        i. Reiterates the commitments and obligations in the rezoning and the variance approvals
        ii. Creates a covenant running with the land that all occupants of the property shall be 55 or older (caregivers excluded). This covenant goes away should the property ever be demolished.
        iii. Memorializes the current building permit fee estimate:
            1. Normal building permit fees, water connection fees, and sewer connection fees will be paid
            2. Parks land-cash fee will be paid in the amount of a $101,000 acre valuation, per City ordinance

3. The School's land-cash fee and transitions fees are expected to be waived entirely by the Yorkville School District at a board meeting later this month, and thus are not included within the fee sheet.

iv. Alters the normal timing of the building permit fee payment so the developer pays half at time of building permit issuance, and half at time of certificate of occupancy issuance.

v. Reverses all approvals for the project should the developer not receive IHDA funding by the September 30, 2017 grant process.

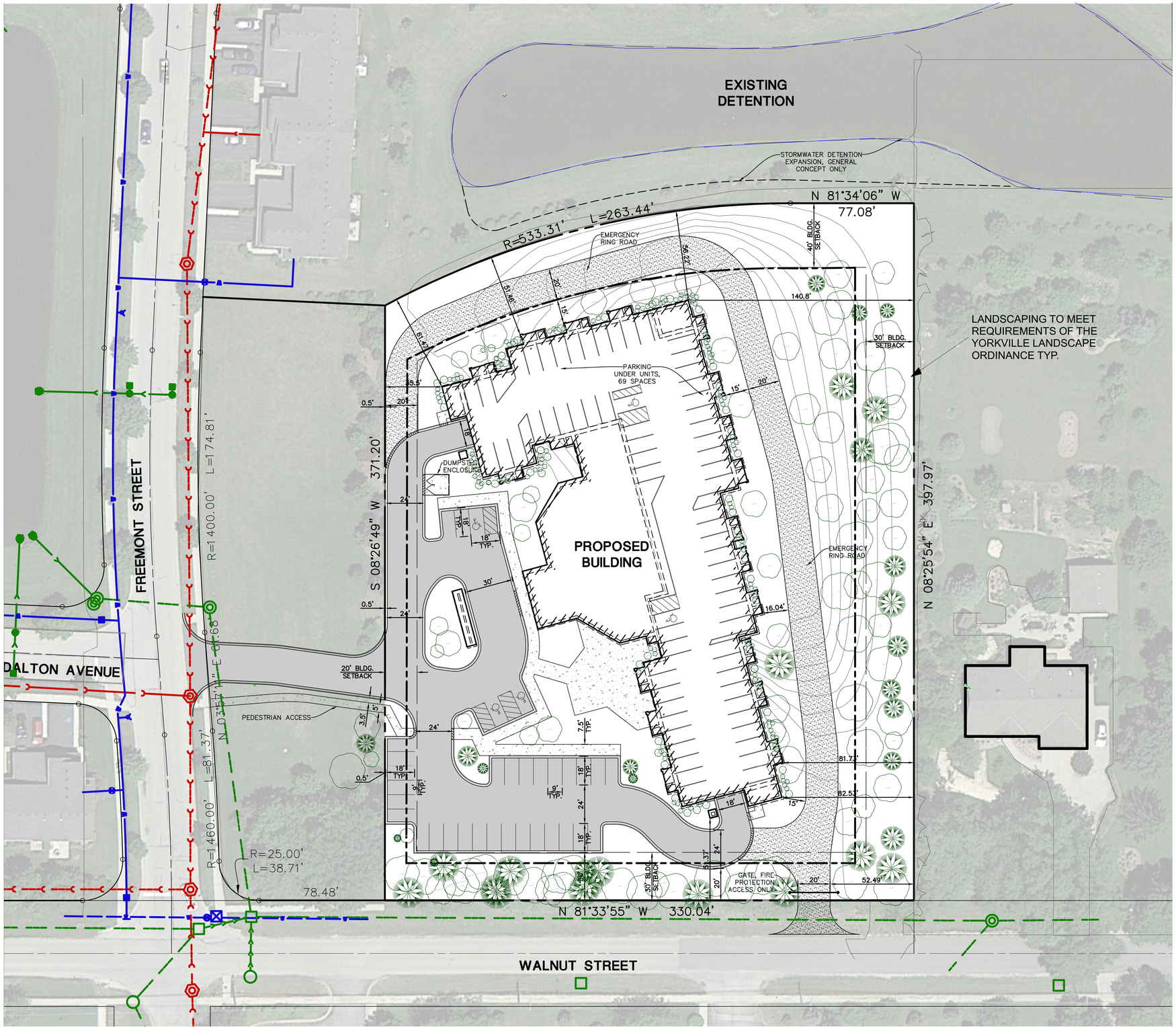
4) An ordinance creating the City's rental assistance program
   a. The rental assistance program will apply to four, one-bedroom units within the project.
   b. Qualifying tenants must be 55 years or older and earn less than 30% of the Kendall County average median income.
   c. The amount of assistance to each renter will be the difference between 30% of the renters annual household income and the combination of any tenant paid utilities plus the rental amount (gross rent). Gross rents are expected to be around $500 per month per unit.
   d. There will be an open application process, with applications available no less than 90 days prior to opening, with an advertisement of the application opening date at least 60 days prior to opening, with the application opening at least 30 days prior to opening.
   e. Applications will be processed in a first come first served basis, but priorities will be given to Yorkville senior veterans, then Yorkville seniors, then the State Referral Network. At all times, at least one out of the four Yorkville units must be from the State Referral Network. GC Housing will be working with Senior Services Associates to not only provide information on the project, but to also route Yorkville residents through the State Referral Network so the chances of having all four units occupied by Yorkville residents is greater.
   f. The rental assistance program will be administered by the GC Housing project's on-site manager, with the City having access to all files at all times.
   g. The rental assistance program will be in place for a minimum of 10 years, but can be cancelled by the City at any time after the 10-year period.

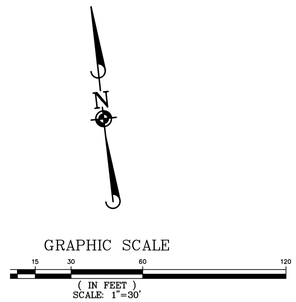
5) An ordinance approving an indemnification agreement with GC Housing
   a. This agreement indemnifies the City for any expenses relating to the Rental Assistance Program above $140,000 and less than $200,000. While the maximum liability over a 10-year period could approach $240,000, we expect the actual costs to be much less than that. For instance, a 2-person household where only one person works a part-time job at $10 per hour would qualify for a $250/month rental assistance. If all four units meet those characteristics over a 10-year period, the City's maximum liability would only be $120,000.

Supplementing this memo and the five ordinances is the materials from the City Council, Plan Commission and Zoning Board of Appeals meetings. Each sub-packet has been labeled with the meeting the materials they were presented at. We have removed duplicate copies of materials from each of those sub-packets.

Recommendation

Staff recommends approval of the five ordinances for the GC Housing project.





SITE DATA TABLE

	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	Multi-Family Residence (Townhomes)
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 (South)	30 feet	51.37 feet
Interior Side Yard (West)	12 feet or 60% of Building Height (32')	35.50 feet
Interior Side Yard (East)	12 feet or 60% of Building Height (32')	81.73 feet
Rear Yard (North)	40 feet	51.46 feet

	REQUIRED	PROPOSED
Total Parking Stalls	33 (0.5 per Unit, 65 Units)	102 (69 Under Units, 33 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)**	**53.3% (73,748 SF)**
Building Coverage		24.4% (33,809 SF)
Parking Lot		15.8% (20,361 SF)
Sidewalks		3.9% (5,364 SF)
Emergency Ring Road		10.3% (14,214 SF)
Building Height		**53'-4"**

*based on site area of approx. 138,290 SF

PAVEMENT LEGEND

STANDARD DUTY ASPHALT PAVEMENT

EMERGENCY RING ROAD PAVEMENT

CONCRETE SIDEWALK PAVEMENT

PROPOSED SITE PLAN

SC: 1/30"

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
01/20/2016	+	65 Unit Bldg
02/01/2016	+	65 Unit Bldg Revised Presentation Set
02/03/2016	+	SHT 4 REVISION ONLY

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REVISIONS

A1.4



WEST ELEVATION

SC: 3/32"



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
01/20/2016	+	65 Unit Bldg
02/01/2016	+	65 Unit Bldg Revised Presentation Set

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REVISIONS

A1.7



EAST ELEVATION

SC: 3/32"



NORTH 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
01/20/2016	65 Unit Bldg
02/01/2016	65 Unit Bldg Revised Presentation Set

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REVISIONS

A1.8

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 and the acquisition of the Subject Property by the applicant or an entity in which the Applicant is the Managing General Partner.

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	_____	SEAVER 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 MAXIMUM 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 maximum density regulations contained in Section 10-11F-1 of eight (8) dwelling units per acre in the R-4 General Multi-Family Residence District a maximum of up 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 meet 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 a maximum density of up to 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 substantially 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 February 3, 2016 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 February 1, 2016 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 tenants 55 years of age or older and any caregiver who may be required to provide supportive services to a disabled tenant; 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 March 1, 2018, 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	_____	SEAVER TARULIS	_____

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

_____
MAYOR

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 **(VIA E-MAIL)**
GC Housing Development LLC
343 Wainwright Drive, Suite B
Northbrook, IL 60062

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.

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 MAN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN

See Sheet 23

See Sheet 27

See Sheet 25

Wells No. 3 & 4 Water Treatment Plant

300,000 Gallon North Central EWST

Well No. 4

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

NO.	DATE	REVISIONS

DATE: September 2013
PROJECT NO.: YO1311
BY: KKP
PATH: H:\GIS\PUBLIC\YORKVILLE\2013\
FILE: YO1311_26.MXD

0 250 500 1,000 Feet

United City of Yorkville Water Distribution Network Sheet 26

N

See Sheet 23

See Sheet 27

See Sheet 25

See Sheet 31

LEGEND

- SANITARY MANHOLE
- UNKNOWN SANITARY SEWER
- 4" SANITARY SEWER
- 6" SANITARY SEWER
- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 14" SANITARY SEWER
- 15" SANITARY SEWER
- 16" SANITARY SEWER
- 18" SANITARY SEWER
- 24" SANITARY SEWER
- 30" SANITARY SEWER
- 36" SANITARY SEWER
- 42" SANITARY SEWER
- 48" SANITARY SEWER

Center Pkwy
W Veterans Pkwy
E Veterans Pkwy
Hillcrest Ave
Leisure St
Pleasure Dr
Georgeanne St
Prairie Ln
Game Farm Rd
Conover Ln
N Bridge St
Market Place Dr
McHugh Rd
Farmstead Dr
Heartland Dr
Landmark Ave
Dalton Ave
Heritage Dr
Walnut St
Jackson St
Bristol Ave
Appletree Ct
Homestead Dr
Haley Ct
Stillwater Ct
Arrowhead Dr
Clearwater Dr
Martin Ave
Victoria Ave
Wacker Dr
Marie Ave
Elm St
E Park St
Tower Ln
McHugh Rd
Freemont St
E Somonauk St
Tyler Ln
Omaha Dr
Kate Dr
Redwood Dr
Auburn Dr
Grace Dr
E Spring St
Woodworth St
Bruer St
Tuma Rd
West St
King St
Church St
W Spring St
Cotton St
Liberty St
W Center St
E Center St

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

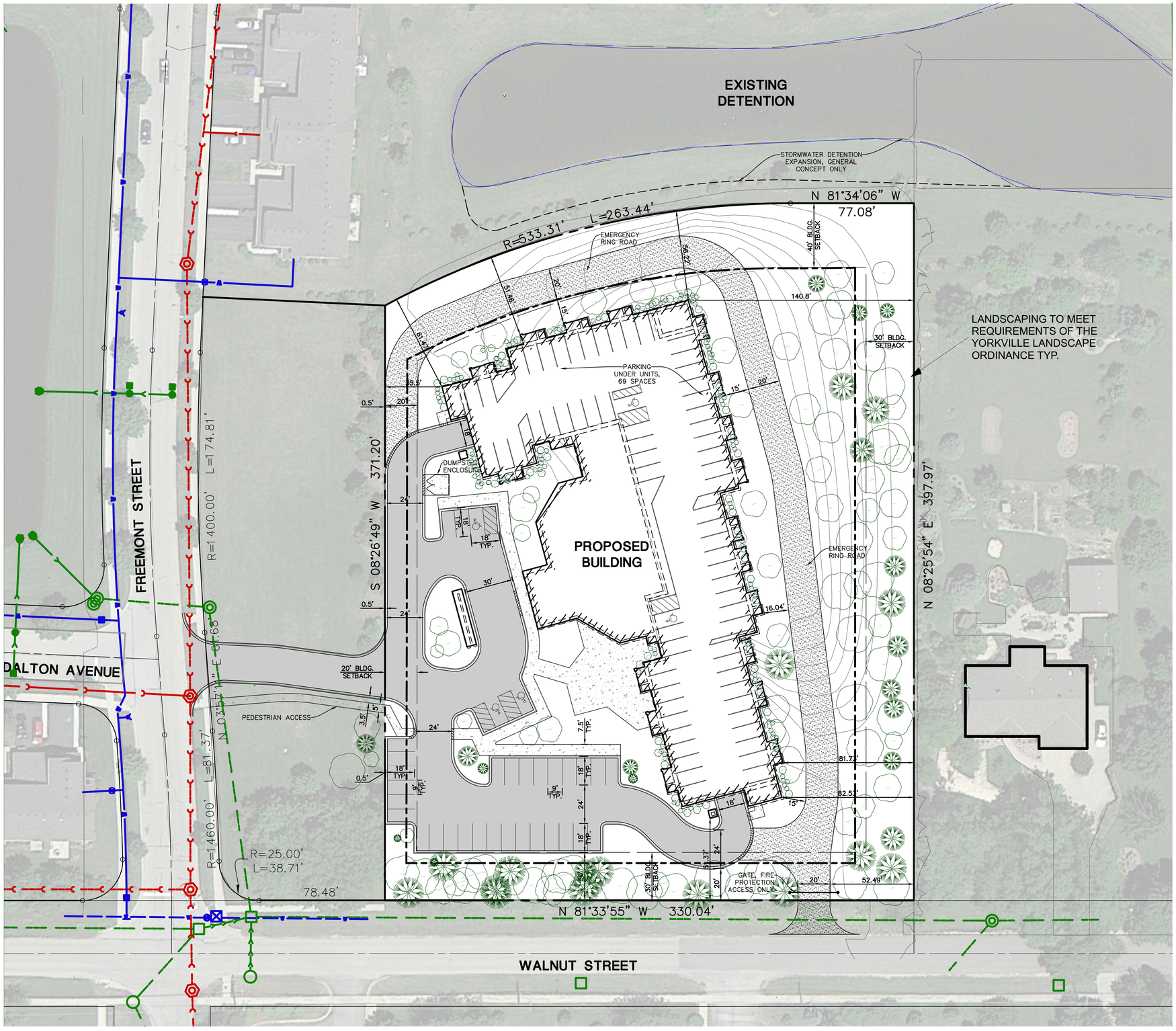
NO.	DATE	REVISIONS

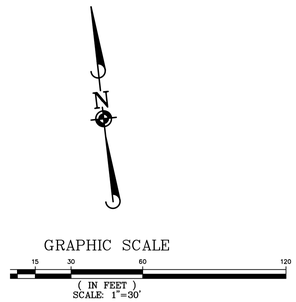
DATE: October 2013
PROJECT NO.: YO1342
BY: KKP
PATH: H:\GIS\PUBLIC\YORKVILLE\2013\
FILE: YO1342_26.MXD

0 250 500 1,000 Feet

United City of Yorkville Sanitary Sewer Atlas Maps Sheet 26

N





SITE DATA TABLE

	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	Multi-Family Residence (Townhomes)
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 (South)	30 feet	51.37 feet
Interior Side Yard (West)	12 feet or 60% of Building Height (32')	35.50 feet
Interior Side Yard (East)	12 feet or 60% of Building Height (32')	81.73 feet
Rear Yard (North)	40 feet	51.46 feet

	REQUIRED	PROPOSED
Total Parking Stalls	33 (0.5 per Unit, 65 Units)	102 (69 Under Units, 33 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)**	**53.3% (73,748 SF)**
Building Coverage		24.4% (33,809 SF)
Parking Lot		15.8% (20,361 SF)
Sidewalks		3.9% (5,364 SF)
Emergency Ring Road		10.3% (14,214 SF)
Building Height		**53'-4"**

*based on site area of approx. 138,290 SF

PAVEMENT LEGEND

STANDARD DUTY ASPHALT PAVEMENT

EMERGENCY RING ROAD PAVEMENT

CONCRETE SIDEWALK PAVEMENT

PROPOSED SITE PLAN

SC: 1/30"

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
01/20/2016	+	65 Unit Bldg
02/01/2016	+	65 Unit Bldg Revised Presentation Set
02/03/2016	+	SHT 4 REVISION ONLY

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REVISIONS

A1.4



WEST ELEVATION

SC: 3/32"



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
01/20/2016	+	65 Unit Bldg
02/01/2016	+	65 Unit Bldg Revised Presentation Set

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REVISIONS

A1.7



EAST ELEVATION

SC: 3/32"



NORTH 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
01/20/2016	65 Unit Bldg
02/01/2016	65 Unit Bldg Revised Presentation Set

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REVISIONS

A1.8

Ordinance No. 2016-____

ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND GC HOUSING DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

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

WHEREAS, GC Housing Development, LLC, an Illinois limited liability company located at 343 Wainwright Drive, Northbrook, Illinois (the "*Developer*"), proposes to purchase a 3.4 acre parcel of land located at the northeast corner of Walnut Street and Freemont Street in Yorkville, Illinois, (the "*Subject Property*") and to construct a four-story senior independent living rental facility on the Subject Property dedicated to housing persons 55 years old and older (the "*Project*"); and

WHEREAS, to make the Project economically viable, the Developer has applied for funding from the Illinois Housing Development Authority; and

WHEREAS, the City has determined that it is necessary and in the best interest of the current and future residents of the City to enter into an agreement with the Developer in order to clarify the obligations of the parties with respect to the development of the Subject Property as age restricted rental housing as set forth in the Development Agreement attached hereto.

NOW, THEREFORE, **BE IT ORDAINED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Development Agreement, by and between the City and the Developer, in the form attached hereto and made a part hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute same.

PASSED this ___ day of _____, 2016.

APPROVED:

_____
Mayor

AYES:_____
NAYS:_____
ABSENT:_____

Attest:

_____
City Clerk

DEVELOPMENT AGREEMENT BETWEEN THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND
GC HOUSING DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

Field Code Changed

THIS DEVELOPMENT AGREEMENT dated this _____ day of _____ 2016, by and between the United City of Yorkville, Kendall County, an Illinois municipal corporation (hereafter the "*City*") and GC Housing Development, LLC, an Illinois limited liability company, 343 Wainwright Drive, Suite B, Northbrook, Illinois 60062 (hereafter the "*Developer*").

P R E A M B L E S:

WHEREAS, the City is a non-home rule municipality duly organized in accordance with the 1970 Constitution and the laws of the State of Illinois; and,

WHEREAS, the Developer is an experienced contractor of residential communities and is the contract purchaser of a certain 3.4 acre parcel of land located on Walnut Street, Yorkville, Illinois, approximately 115 feet east of Freemont Street and legally described on Exhibit A hereto and made a part hereof (the "*Subject Property*") and proposes to construct a senior independent living rental facility (55 years old and older) consisting of a four-story building containing a total of 65 one-bedroom residential units and two-bedroom residential units, an enclosed parking garage, and a common area to house a fitness room, community room and several other amenities for use by residents (the "*Project*"); and,

WHEREAS, the Subject Property is currently zoned R-1, Single Family Suburban Residence District and the Project, as proposed, would require R-4 zoning, General Multi-Family District ("R-4 Zone") and therefore rezoning of the Subject Property is necessary in order to permit the Developer to proceed with the Project; and,

WHEREAS, the Project, as proposed, has an overall density of up to approximately 24 dwelling units per acre while an R-4 Zone allows for a maximum of 8 dwelling units per acre and, therefore, an application for a variance from the applicable density standards in the R-4 Zone (if the rezoning is approved) must also be approved in order to permit the Developer to proceed; and,

WHEREAS, the Developer has also applied to the City for a rezoning of the Subject Property from R-1, Single Family Suburban Residence to the R-4 Zone and has also applied for a variance from the applicable standards of density to permit the Project to proceed as currently proposed; and,

WHEREAS, to make the Project economically viable, the Developer has applied for funding from the Illinois Housing Development Authority ("*IHDA*") for the Project in order to construct affordable senior independent housing and, if the funding is not approved on or before September 30, 2017, the Developer shall withdraw its application for a rezoning of the Subject Property and its application for a variance from the maximum density permitted in an R-4 Zone; and,

WHEREAS, the Mayor and City Council have considered the need for affordable senior independent housing in the City and the surrounding community are prepared to proceed with the Project but only upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Section 1. The recitals contained in the foregoing Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Developer hereby covenants and agrees that, other than its application to the City for a variance from the maximum density permitted in an R-4 Zone, the Project shall conform to all other R-4 Zone standards and requirements, including, but not limited to, signage, landscaping, setbacks sidewalks, lot coverage, building height, parking spaces and the appearance code.

Section 3. The Developer agrees that all residential units in the Project shall be occupied by natural persons who are fifty-five (55) years of age or older and any live-in caregiver, as hereinafter defined, and further agrees that this age restriction shall be deemed as a covenant running with the land until such time as the building is demolished and shall be perfected by the recordation of this Agreement with the Recorder of Kendall County, Illinois, upon its execution by the parties hereto. For purposes of this Agreement, a live-in caregiver shall be a person who resides with a disabled tenant essential to the well-being of such tenant, not obligated to support the tenant, and would not be living with the tenant except to provide necessary supportive services.

Section 4. The Mayor and City Council, are prepared to approve the rezoning from R-1, Single Family Suburban Residence District to a R-4 Zone and the variance, as requested by the Developer to permit the increase in maximum density of dwelling units per acre up to 24 per acre from the maximum number of dwelling units per acre permitted in an R-4 Zone, thereby permitting the Developer to proceed to submit an application for funding and, thereafter, apply for the necessary permits to construct the Project.

Section 5. The Developer hereby agrees to pay the sum of $518,876 as payment of the fees required by City Code in connection with the construction of the Project, as currently

proposed. The final fees shall be calculated upon receipt of the final plans as required with the application for a building permit. Payment of one-half of said fees shall be made upon issuance of a building permit and one-half shall be made upon the issuance of a certificate of occupancy, whether temporary or final.

Section 6. The Developer hereby agrees to proceed to submit an application with all documentation as may be required for funding on or before March 1, 2016, and advise the City within 48 hours of receipt of the notice of the acceptance or rejection of its application for funding. The Developer shall have the right, but not the obligation, to re-apply for funding through September 30, 2017. It is understood and agreed that if the application for funding is denied and the Developer determines not to reapply for funding, this Agreement and any approvals pertaining to the Project shall be null and void as if such approvals had never been rendered.

Section 7. All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3rd) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

To the City: United City of Yorkville
800 Game Farm Road

Yorkville, Illinois 60560
Attn: City Administrator

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

If to the Developer: GC Housing Development LLC
343 Wainwright Drive
Suite B
Northbrook, Illinois 60062
Attn: Jeffrey D. Crane

With a copy to: Tracy D. Kasson
300 E. Roosevelt Road
Suite 300
Wheaton, Illinois 60187

Section 8. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 9. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Kendall County, Illinois.

Section 11. This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the City and the Developer and supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

Section 12. The Developer may not assign its rights or obligations under this Agreement without the express written consent of the City, which approval shall not be unreasonably withheld; provided, however, an assignment may be made without the City's written consent to any person, company, organization or entity of any kind in which the Developer is the Managing General Partner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at United City of Yorkville, Kendall County, Illinois.

United City of Yorkville, Kendall County,
an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

GC Housing Development LLC, an Illinois
limited liability company

_____

By: _____
Its: _____

“Exhibit A”

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.

Ordinance No. 2016-____

ORDINANCE APPROVING AN AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND GC HOUSING DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, PROVIDING FOR A HOUSING ASSISTANCE PROGRAM

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

WHEREAS, GC Housing Development, LLC, an Illinois limited liability company located at 343 Wainwright Drive, Northbrook, Illinois 60062 (the "*Developer*"), proposes to purchase a 3.4 acre parcel of land located at the northeast corner of Walnut Street and Freemont Street in Yorkville, Illinois, (the "*Subject Property*") and to construct a four-story senior independent living rental facility on the Subject Property dedicated to housing persons 55 years old and older (the "*Project*"); and,

WHEREAS, to make the Project economically viable, the Developer has applied for funding from the Illinois Housing Development Authority ("*IHDA*") and plans to implement income restrictions on tenants on relation to the Project; and,

WHEREAS, if the Developer's request for IHDA funding is approved, the City has agreed to establish a housing assistance program (the "*Program"*) to provide rental assistance for no more than four (4) one bedroom apartments at the Project subject to the terms and conditions set forth in the Agreement providing for a Housing Assistance Program attached hereto; and,

WHEREAS, the City has determined that it is necessary and in the best interest of the current and future residents of the City to enter into an agreement with the Developer in order to clarify the obligations of the Developer and the City with respect to the Program.

NOW, THEREFORE, **BE IT ORDAINED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Agreement providing for a Housing Assistance Program, by and between the City and the Developer, in the form attached hereto and made a part hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute same.

PASSED this ___ day of _____, 2016.

APPROVED:

_____
Mayor

AYES:_____
NAYS:_____
ABSENT:_____

Attest:

_____
City Clerk

AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND GC HOUSING DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, PROVIDING FOR A HOUSING ASSISTANCE PROGRAM

THIS DEVELOPMENT AGREEMENT dated this _____ day of _____ 2016, by and between the United City of Yorkville, Kendall County, an Illinois municipal corporation (hereafter the "*City*") and GC Housing Development, LLC, an Illinois limited liability company, 343 Wainwright Drive, Suite B, Northbrook, Illinois 60062 (hereafter the "*Developer*").

P R E A M B L E S:

WHEREAS, the City is a non-home rule municipality duly organized in accordance with the 1970 Constitution and the laws of the State of Illinois; and,

WHEREAS, the Developer is an experienced contractor of residential communities and is the contract purchaser of a certain 3.4 acre parcel of land located on Walnut Street, Yorkville, Illinois, approximately 115 feet east of Freemont Street and legally described on Exhibit A hereto and made a part hereof (the "*Subject Property*") and proposes to construct a senior independent living rental facility (55 years old and older) consisting of a four-story building containing one-bedroom residential units and two-bedroom residential units, an enclosed parking garage, and a common area to house a fitness room, community room and several other amenities for use by residents (the "*Project*"); and,

WHEREAS, the Developer has applied for funding from the Illinois Housing Development Authority ("*IHDA*") in order to construct the Project as "affordable" senior housing requiring income restrictions of tenants up to 30% of the average median income for the

county for approximately 20% of the total units and up to 60% of the average median income for the county for the remaining units; and,

WHEREAS, in order to assist with the Developer's application for funding from IHDA to construct the Project, the City has agreed to establish a senior housing assistance program as hereinafter set forth to supplement the revenue of 5% of the units at the Project or a total of 4 one-bedroom units; and,

WHEREAS, the City believes that providing rental assistance to seniors as hereinafter provided is in the best interest of the community and its residents.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Section 1. The recitals contained in the foregoing Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The City hereby agrees that upon completion of the Project in accordance with all applicable codes, ordinances, laws of the state and permits issued therefor, it shall establish the "Yorkville Senior Housing Assistance Program" for a period of ten (10) years to provide rental assistance payments for no less than four (4) one-bedroom residential units to qualifying tenants pursuant to the formula as hereinafter provided in Section 3.

Section 3. The City agrees to pay rental assistance for no more than four (4) one-bedroom residential units at the Project calculated by determining the difference of thirty percent (30%) of the resident's annual income and the annual established rent and any tenant-paid utilities for the residential unit. It is understood and agreed that the calculation and verification of a resident's annual income shall be the responsibility of the Project's management company

and the City may demand from the management company, at any time during the term of this Agreement, verification of income, lease term and established rent for the residential unit.

Section 4. The City hereby adopts the rules and regulations for the Yorkville Senior Housing Assistance Program as set forth on *Exhibit B* attached hereto and made a part hereof (the "*Rules and Regulations*") which shall be strictly followed by the management company at all times during the term of the program.

Section 5. The Developer hereby covenants and agrees that it shall employ a management company with substantial experience managing senior housing and require such management company to strictly adhere to the Rules and Regulations of the Yorkville Senior Housing Assistance Program. The Developer further agrees to remove the management company or any future management company employed at the Project in the event such company fails to operate and maintain the Project in accordance with all applicable ordinances and laws of the City and the State of Illinois or strictly follow the Rules and Regulations of the Yorkville Senior Housing Assistance Program.

Section 6. If for any reason, the Project is in violation of any City Code whether in its maintenance, condition or operation, and fails to cure such violation within thirty (30) days of receipt of a notice thereof or within such time as extended by the City, this Agreement shall be canceled and no further rental assistance payments shall be made by the City.

Section 7. All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight

courier, or (iii) as of the third (3rd) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

To the City:	United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560 Attn: City Administrator
With a copy to:	Kathleen Field Orr Kathleen Field Orr & Associates 53 West Jackson Blvd., Suite 964 Chicago, Illinois 60604
If to the Developer:	GC Housing Development LLC 343 Wainwright Drive Suite B Northbrook, Illinois 60062 Attn: Jeffrey D. Crane
With a copy to:	Tracy D. Kasson 300 E. Roosevelt Road Suite 300 Wheaton, Illinois 60187

Section 8. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 9. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included

herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Kendall County, Illinois.

Section 11. This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the City and the Developer and supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

Section 12. The Developer may not assign its rights or obligations under this Agreement without the express written consent of the City, which approval shall not be unreasonably withheld; provided, however, an assignment may be made without the City's written consent to any person, company, organization or entity of any kind in which the Developer is the Managing General Partner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at United City of Yorkville, Kendall County, Illinois.

United City of Yorkville, Kendall County,
An Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

GC Housing Development LLC, an Illinois
Limited liability Company

_____

By: _____
Its: _____

Exhibit A

Legal Description of the Property

Exhibit B

Rules and Regulations of the Yorkville Senior Housing Assistance Program

The Yorkville Senior Housing Assistance Program shall provide rental assistance payments to households earning less than thirty percent (30%) of the median income for Kendall County utilizing the guidelines of the United States Department of Housing and Urban Development. In order for any facility to be eligible for funding from the Yorkville Senior Housing Assistance Program, the procedures hereinafter set forth must be strictly followed:

1. Ninety (90) days to the opening of a senior housing facility eligible for rental assistance payments, applications must be made available for no less than five percent (5%) of the total units at the facility.

2. Advertising the availability of applications for rental assistance for qualifying tenants must be made sixty (60) days prior to the opening of the facility.

3. Applications must be taken on a first come, first served basis beginning thirty (30) days prior to the opening of the facility.

4. Priority for the assisted units will be based on the following criteria:

   (a) All applicants must be 55 years or older and earn less than thirty percent (30%) of the Kendall County average median income;
   (b) All applicants must be of good character;
   (c) Priority must be given to the following persons in the following order:
      (i) Yorkville residents that are Veterans;
      (ii) Yorkville residents;
      (iii) Referrals through the Illinois Housing Development Authority State Referral Network (SRN), however at all times there shall be at least one recipient of the Yorkville Rental Assistance program that meets this priority. This one unit will be held open pending placement through the SRN for ninety-days after the certificate of occupancy is issued and for thirty-days after turnover of the unit. Should the unit not be filled by the SRN within the stated timeframe than priority for the unit will be given to those applicants meeting criteria 4-C-I followed by criteria 4-C-II.

5. A waiting list of eligible applicants must be maintained for the entire term of the Yorkville Senior Housing Assistance Program. The foregoing priority list shall apply to all applicants.

6. Becoming a resident of the facility but not participating in the rental assistance program will not disqualify such resident to be on the waiting list for the rental assistance program.

“Exhibit A”

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.

Ordinance No. 2016-____

ORDINANCE APPROVING AN INDEMNITY AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND GC HOUSING DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

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

WHEREAS, GC Housing Development, LLC, an Illinois limited liability company located at 343 Wainwright Drive, Northbrook, Illinois (the "*Developer*"), proposes to purchase a 3.4 acre parcel of land located at the northeast corner of Walnut Street and Freemont Street in Yorkville, Illinois, (the "*Subject Property*") and to construct a four-story senior independent living rental facility on the Subject Property dedicated to housing persons 55 years old and older (the "*Project*"); and

WHEREAS, to make the Project economically viable, the Developer has applied for funding from the Illinois Housing Development Authority ("*IHDA*"); and

WHEREAS, if the Developer's request for IHDA funding is approved, the City has agreed to establish a housing assistance program (the "*Program"*) to provide rental assistance for no more than four (4) one bedroom apartments at the Project subject to the terms and conditions set forth in the Indemnity Agreement attached hereto; and,

WHEREAS, the City has determined that it is necessary and in the best interest of the current and future residents of the City to enter into an agreement with the Developer in order to clarify the obligations of the Developer and the City with respect to the Program and the Developer's indemnification of the City.

NOW, THEREFORE, **BE IT ORDAINED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Indemnity Agreement, by and between the City and the Developer, in the form attached hereto and made a part hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute same.

PASSED this ___ day of _____, 2016.

APPROVED:

_____
Mayor

AYES:_____
NAYS:_____
ABSENT:_____

Attest:

_____
City Clerk

INDEMNITYAGREEMENT BETWEEN THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND
GC HOUSING DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

THIS INDEMNITY AGREEMENT dated this _____ day of _____ 2016, by and between the United City of Yorkville, Kendall County, an Illinois municipal corporation (hereafter the "*City*") and GC Housing Development, LLC, an Illinois limited liability company, 343 Wainwright Drive, Suite B, Northbrook, Illinois 60062 (hereafter the "*Developer*").

P R E A M B L E S:

WHEREAS, the City is a non-home rule municipality duly organized in accordance with the 1970 Constitution and the laws of the State of Illinois; and,

WHEREAS, the Developer is an experienced contractor of residential communities and is the contract purchaser of a certain 3.4 acre parcel of land located on Walnut Street, Yorkville, Illinois, approximately 115 feet east of Freemont Street and legally described on Exhibit A hereto and made a part hereof (the "*Subject Property*") and proposes to construct a senior independent living rental facility (55 years old and older) consisting of a four-story building containing up to 57 one-bedroom residential units and up to 18 two-bedroom residential units, an enclosed parking garage, and a common area to house a fitness center, community room and several other amenities for use by residents (the "*Project*"); and,

WHEREAS, to make the Project economically viable, the Developer has applied for funding for the Project in order to construct affordable senior independent housing and, if the funding is approved, the City has agreed to establish a housing assistance program to be funded with a portion of fees paid by the Developer in connection with the Project; and,

WHEREAS, the Mayor and City Council have considered the need for affordable senior independent housing in the City and the surrounding community and, therefore, are willing to establish a housing assistance program for the Project but only upon the terms and conditions hereinafter set.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Section 1. The recitals contained in the foregoing Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The City shall establish a housing assistance program to provide rental assistance for no more than four (4) one bedroom apartments at the Project. The amount of rental assistance to be provided to an eligible tenant shall be an amount equal to the difference between 30% of the tenant's annual income and the established monthly rent and tenant paid utilities for a one bedroom apartment at the Project. The City agrees to fund the housing assistance program with a maximum of $140,000 for the life of such program.

Section 3. It is understood and agreed that the City's housing assistance program will commence the first month of occupation of an apartment by a tenant eligible to receive rental assistance and terminate on the tenth anniversary thereof..

Section 4. Upon the establishment by the City of the housing assistance program for the benefit of the Project, the Developer agrees to indemnify the City for any rental assistances payments due from the City over and the initial funding of $140,000 up to $200,000 (a total of $60,000), which indemnification shall be in effect for so long as the City continues such housing assistance program.

Section 5. The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees) assessed against the same arising from the City's operation of its housing assistance program for the benefit of the Project, including but not limited to the calculation of a tenants annual income and eligibility for assistance, administration of the program, designation of the apartments assigned to eligible tenants, conditions of the apartments, and conditions of all parts of the Project both interior and exterior.

Section 6. In the event receipt of any claim against the City in connection with the housing assistance program operated in conjunction with the Project, the City shall notify the Developer within five (5) business days of receipt of a claim, whereupon the Developer shall proceed to undertake any and all action as set forth in Section 5 above.

Section 7. All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3^{rd}) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

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

With a copy to:	Kathleen Field Orr Kathleen Field Orr & Associates 53 West Jackson Blvd., Suite 964 Chicago, Illinois 60604
If to the Developer:	GC Housing Development LLC 343 Wainwright Drive Suite B Northbrook, Illinois 60062
With a copy to:	Tracy D. Kasom 300 E. Roosevelt Road Suite 300 Wheaton, Illinois 60187

Section 8. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 9. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at United City of Yorkville, Kendall County, Illinois.

United City of Yorkville, Kendall County,
an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

GC Housing Development LLC, an Illinois limited liability company

_____

By: _____
Its: _____

“Exhibit A”

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.

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.

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 Classificaion: 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: Tracy D. Kasson

Address: 300 E. Roosevelt Rd., Suite 300

City: Wheaton State: IL ZIP: 60187

Phone: 630.510.4920 Fax:

E-mail: tkasson@rathjewoodward.com

Engineer

Name: Manhard Consulting, Ltd.

Address: 700 Springer Drive

City: Lombard State: IL ZIP: 60148

Phone: 630.691.8500 Fax:

E-mail: jdalexander@manhard.com

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 containst 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

By: Jeffrey D. Crane MANAGER

Date: 10/29/15

Owner hereby authorizes the applicant to persue the appropiate entitlements on the property.

Owner Signature

SEE ATTACHED

Date: 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

OFFICIAL SEAL
DAWN CAMP
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/16/16

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: R. Daniel Conlon
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: *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:	Address:	City:	State:	Zip Code:
GC Housing Development LLC	343 Wainwright Drive	Northbrook,	IL	60062

Telephone:	Mobile:	Fax:	E-mail:
847-291-3400	847-372-9837	847-291-1691	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*: Greg D. Crane Manager 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 ROUNTING 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): 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

Kendall County Parcel Number(s) of Property

0228326006 and 0228326002	

Application For Variance Request

Additional Contact Information

Attorney

Name: Tracy D. Kasson

Address: 300 E. Roosevelt Rd., Suite 300

City: Wheaton State: IL ZIP: 60187

Phone: 630-510-4920 Fax:

E-mail: tkasson@rathjewoodward.com

Engineer

Name: Manhard Consulting, Ltd.

Address: 700 Springer Drive

City: Lombard State: IL ZIP: 60148

Phone: 630-691-8500 Fax:

E-mail: jdalexander@manhard.com

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 D. Cecil MANAGER — 10/29/15

Owner hereby authorizes the applicant to persue the appropiate 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

Dawn Camp, Notary

OFFICIAL SEAL
DAWN CAMP
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/16/16

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: R. Daniel Conlon
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

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Name/Company Name:	Address:	City:	State:	Zip Code:
GC Housing Development LLC	343 Wainwright Drive	Northbrook,	IL	60062

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847-291-3400	847-372-9837	847-291-1691	ablock@cranconstruction.com

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Print Name: GC Housing Development LLC Title: Managing Member

Signature*: Gregg D. Crane 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 ROUNTING FOR AUTHORIZATION: ❑ Comm Dev. ❑ Building ❑ Engineering ❑ Finance ❑ Admin.

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EXHIBIT B

02-28-177-012

BROWNING, DIRK E & ROBIN L
121A W PARK AVE
SUGAR GROVE, IL 60554

02-28-177-021

TDC YORKVILLE SHOPPING CTR I
%TDC YORKVILLE SELECT LLC
799 CENTRAL AVE STE 300
HIGHLAND PARK, IL 60035

02-28-177-022

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

02-28-177-024

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

02-28-177-037

BROWNING, DIRK & ROBIN
7424 RTE 34
OSWEGO, IL 60543

02-28-326-002

ROMAN CATHOLIC DIOCESE JOLIET,
% CHRISTOPHER NYE AIA NCARB
16555 WEBER RD
CREST HILL, IL 60403

02-28-326-011

LONGFORD LAKES CONDO HOMEOWNER
2208 MIDWEST RD
OAK BROOK, IL 60523

02-28-327-002

SCHNEIDER, JOHN N
304 WALNUT ST
YORKVILLE, IL 60560

02-28-327-003

SCHNEIDER, JOHN N
304 WALNUT ST
YORKVILLE, IL 60560

02-28-327-004

LUSK, JOSEPH H
1035 SPRUCE ST
AURORA, IL 60506

02-28-327-007

WILLIAMS, DON A & LAUREL J
207 JACKSON ST
YORKVILLE, IL 60560

02-28-327-008

REDMAN, PATRICIA & ARRIAGA ADAN
% MARILYN ANDERSON
1433 NE GLEN OAK AVE
PEORIA, IL 61603

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02-28-327-009

GAEBLER, GAIL S & LARSON JULIA S
202 E MAIN ST
YORKVILLE, IL 60560

02-28-327-010

BRYANT, JUNE L
901 FREMONT ST
YORKVILLE, IL 60560

02-28-327-013

HAUGEN, PHILIP J & RENEE J
208 WALNUT ST
YORKVILLE, IL 60560

02-28-328-001

ROMAN CATHOLIC DIOCESE JOLIET,
% CHRISTOPHER NYE AIA NCARB
16555 WEBER RD
CREST HILL, IL 60403

02-28-328-002

GACEK, MARK
413 JACKSON ST
YORKVILLE, IL 60560

02-28-328-003

DRENDEL, MICHAEL E & LYNN M
415 JACKSON ST
YORKVILLE, IL 60560

02-28-328-004

DEAN, CRAIG A & JULIE A
417 JACKSON ST
YORKVILLE, IL 60560

02-28-329-013

LONGFORD LAKES CONDO HOMEOWNER
2208 MIDWEST RD
OAK BROOK, IL 60523

02-28-329-014

PISTORIUS, MATTHEW R
1041 DALTON AVE
YORKVILLE, IL 60560

02-28-329-015

HURLEY, MELISSA T
1043 DALTON AVE
YORKVILLE, IL 60560

02-28-329-016

PLACHETKA, KRISTIN M
828 HEARTLAND DR
YORKVILLE, IL 60560

02-28-329-017

JAMES, LORI L & PAUL N
318 ILLINI DR
YORKVILLE, IL 60560

02-28-329-018

AGUIRRE MARIA &, MARUNGO ASCENCION
1049 DALTON AVE
YORKVILLE, IL 60560

02-28-329-019

HILL, JEANETTE
1051 DALTON AVE
YORKVILLE, IL 60560

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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

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02-28-329-038

YENGST, CHARLES R & GRETCHEN L
72 WARNCKE RD
WILTON, CT 06897

02-28-329-039

CHMIELEWSKI, STEVEN
1063 DALTON AVE
YORKVILLE, IL 60560

02-28-329-040

KINTOP, MATTHEW B & KELLY
1065 DALTON AVE
YORKVILLE, IL 60560

02-28-329-041

HILL, DAVID C
1067 DALTON AVE
YORKVILLE, IL 60560

02-28-329-042

FRYKHOLM, TIMOTHY D & CHERI N
1069 DALTON AVE
YORKVILLE, IL 60560

02-28-329-043

WOOD, PENNI J
1071 DALTON AVE
YORKVILLE, IL 60560

02-28-329-045

EARTHMOVER CREDIT UNION,
% ACCOUNTS PAYABLE
2195 BASELINE RD
OSWEGO, IL 60543-6006

02-28-330-001

MOE, BENJAMIN & REGINA D
415 WALNUT ST
YORKVILLE, IL 60560

02-28-330-003

NIELSEN, LAMOYNE R & BARBARA
417 WALNUT ST
YORKVILLE, IL 60560

02-28-330-004

FLYNN, FRANCES S &, CORBIN, PAULA
419 WALNUT ST
YORKVILLE, IL 60560

02-28-331-004

LONGFORD LAKES CONDO HOMEOWNER
2208 MIDWEST RD
OAK BROOK, IL 60523

02-28-331-005

JESMAN, JOYANN
432 LANDMARK AVE
YORKVILLE, IL 60560

02-28-331-006

ADAMS & SHIELDS PARTNERSHIP
812 KINGSTON LN
BARTLETT, IL 60103

02-28-331-007

ALVAREZ, RYAN
426 LANDMARK AVE
YORKVILLE, IL 60560

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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

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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
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02-28-383-038

FEDERAL NATIONAL MORTGAGE ASSOCIATION,
350 HIGHLAND DR
LEWISVILLE, TX 75067

02-28-383-039

DOLLMAN, JEFFREY
409 B ELM ST
YORKVILLE, IL 60560

02-28-383-040

SPODEN, TAIRA
407 A ELM ST
YORKVILLE, IL 60560

02-28-383-041

SLEEZER, BECKY L
407 B ELM ST
YORKVILLE, IL 60560

02-28-383-042

CARLSON, RICHARD G & ROBERTA M
410 A JACKSON ST
YORKVILLE, IL 60560

02-28-383-043

NEDZA, ANNE M LIV TR
410B JACKSON ST
YORKVILLE, IL 60560

02-28-383-044

GARCIA, MELISSA L
136 JOY ST
SUGAR GROVE, IL 60554

02-28-383-045

FRYE, ROBERTA L
411 B ELM ST
YORKVILLE, IL 60560

02-28-383-046

THOMPSON, JANET M
412 B JACKSON ST
YORKVILLE, IL 60560

02-28-383-047

MAHANEY, JEAN K
412 A JACKSON ST
YORKVILLE, IL 60560

02-28-401-001

TAYLOR, RODNEY K & SANDRA M
421 WALNUT ST
YORKVILLE, IL 60560

02-28-401-009

MOORE, ROBERT W
468 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-010

HOLSTEN, PAMELA S
9 RIVERWOOD LN
OSWEGO, IL 60543

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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
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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
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%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

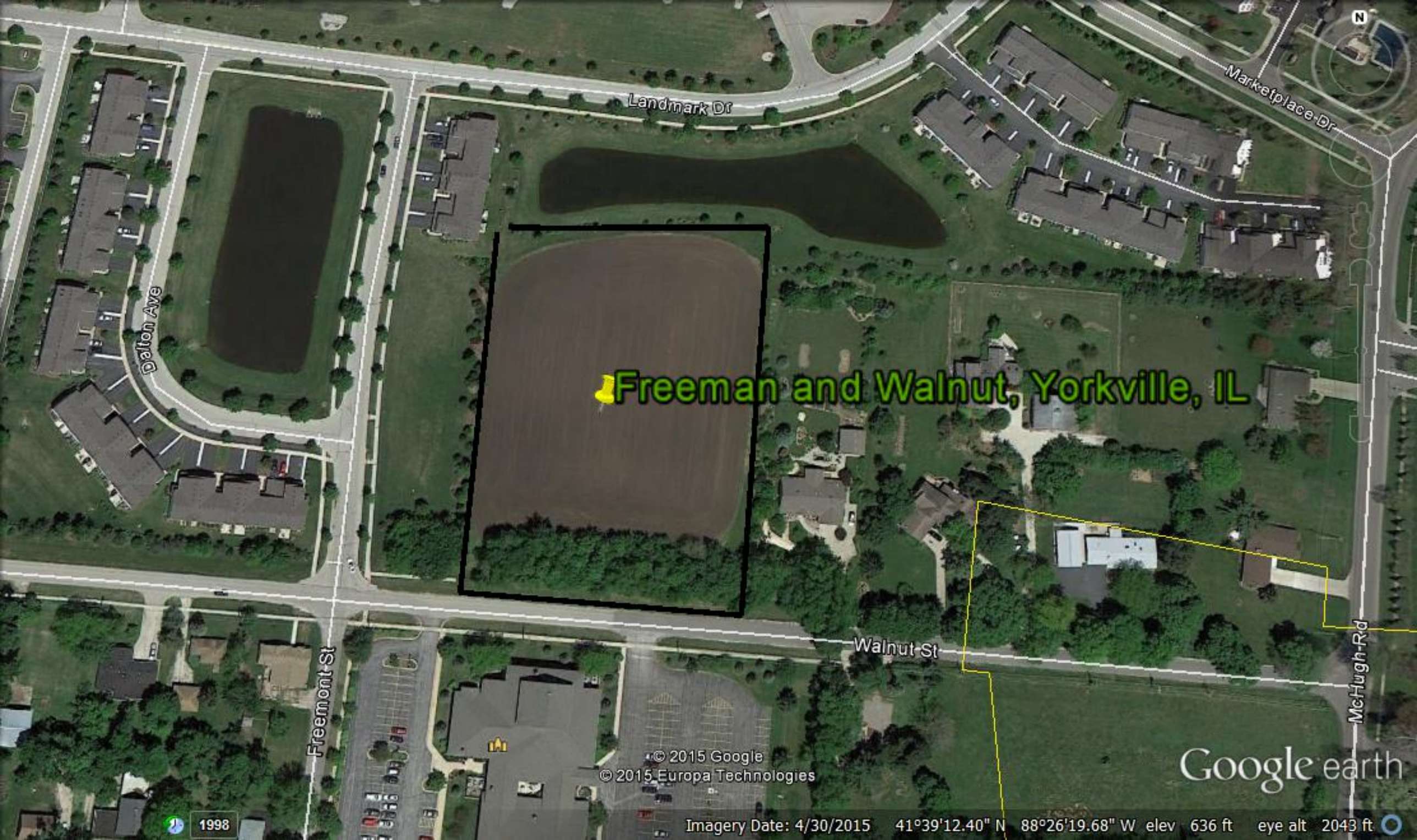
02-28-451-010

BURKS, DONALD L & JUDITH
421 JACKSON ST
YORKVILLE, IL 60560

02-28-454-001

SEIFERT, RAYMOND F & MARJORIE
422 JACKSON ST
YORKVILLE, IL 60560

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Marketplace Dr
Dalton Ave
Freeman and Walnut, Yorkville, IL
Walnut St
Freemont St
McHugh Rd
© 2015 Google
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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

EcoCAT
Ecological Compliance Assessment Tool

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

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.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

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Manhard CONSULTING LTD

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.

Rachel Cortez
Staff Engineer



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700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8585 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

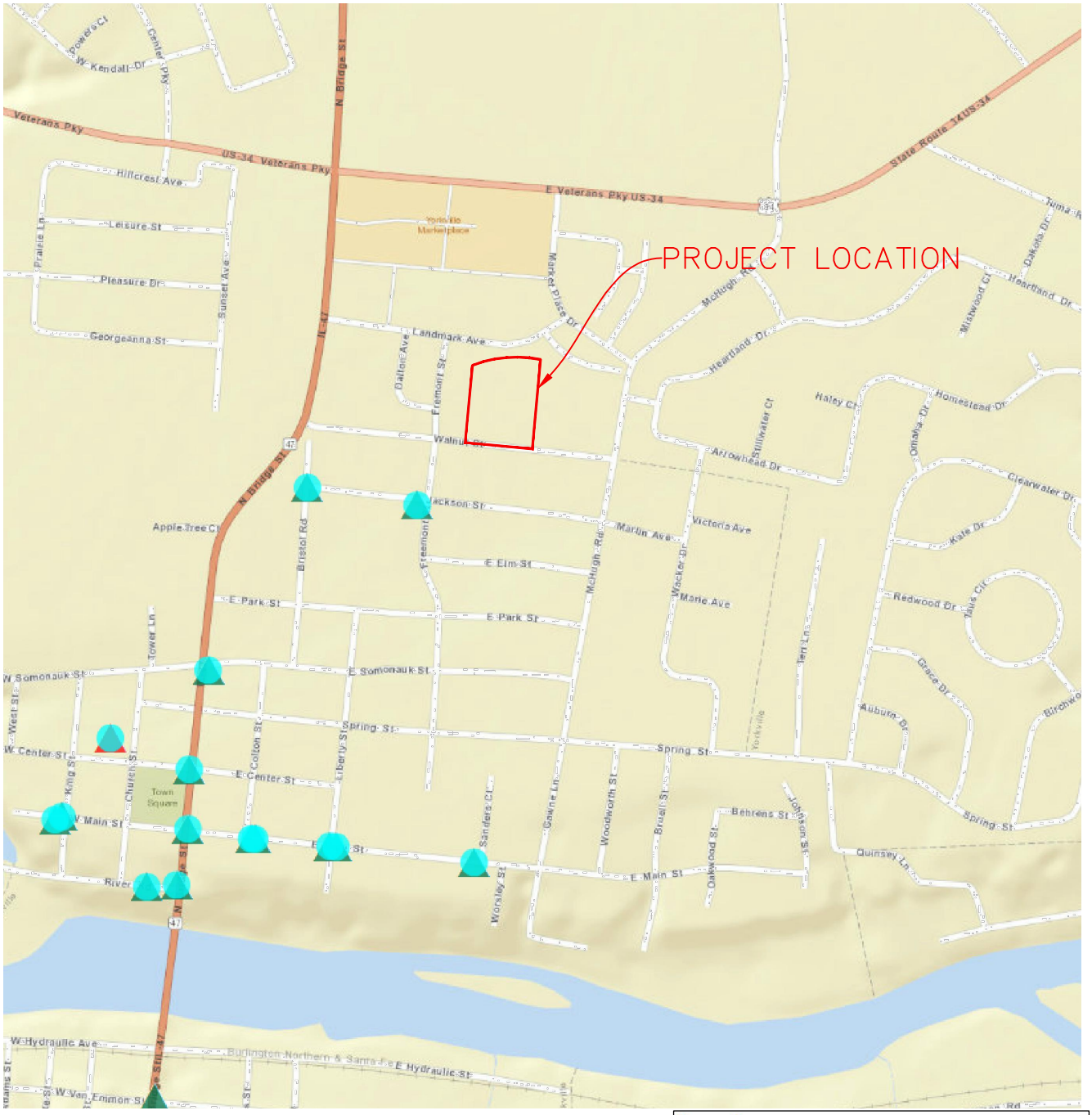
YORKVILLE, ILLINOIS HOUSING DEVELOPMENT

YORKVILLE, ILLINOIS

AERIAL MAP

PROJ. MGR.: JPD
DRAWN BY: RMC
DATE: 10-23-15
SCALE: 1"=250'

SHEET
EXHIBIT 1



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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
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YORKVILLE, ILLINOIS HOUSING DEVELOPMENT

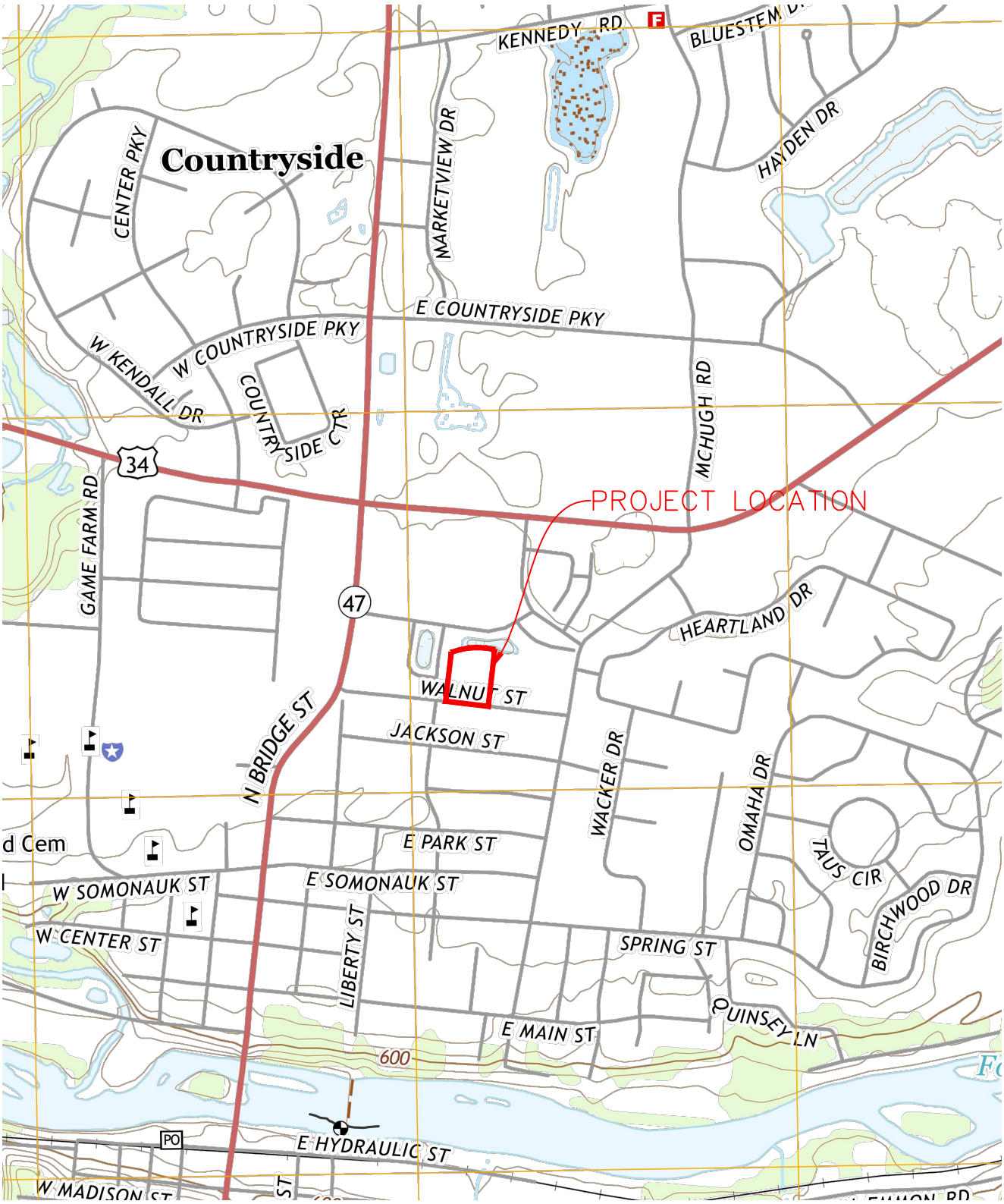
YORKVILLE, ILLINOIS

HARGIS MAP

PROJ. MGR.:	JPD
DRAWN BY:	RMC
DATE:	10-23-15
SCALE:	N.T.S.

SHEET

EXHIBIT 2



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700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8585 manhard.com
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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
Address: 343 Wainwright Drive
City, State, Zip: Northbrook, IL 60062
Phone Number: (847) 564-7393
Email: ablock@craneconstruction.com

Contact Person: James P. D'Alexander
700 Springer Drive
Lombard, IL 60148
(630) 925-1114
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	$ 375.00
0 Additional Acres at $18.00 each	$ 0.00
Total NRI Fee	**$** 375.00

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: Jeffrey D. Crane MANAGER — **Petitioner or Authorized Agent**

10/23/15 — **Date**

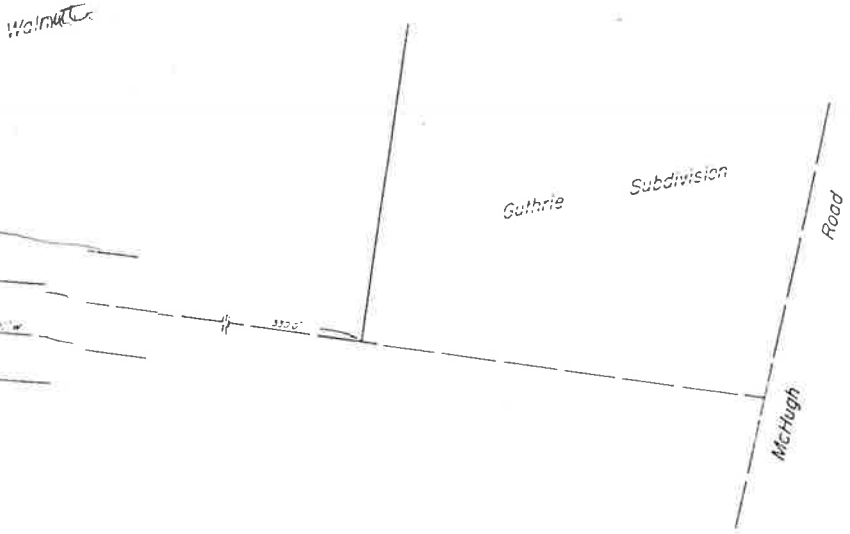
This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

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

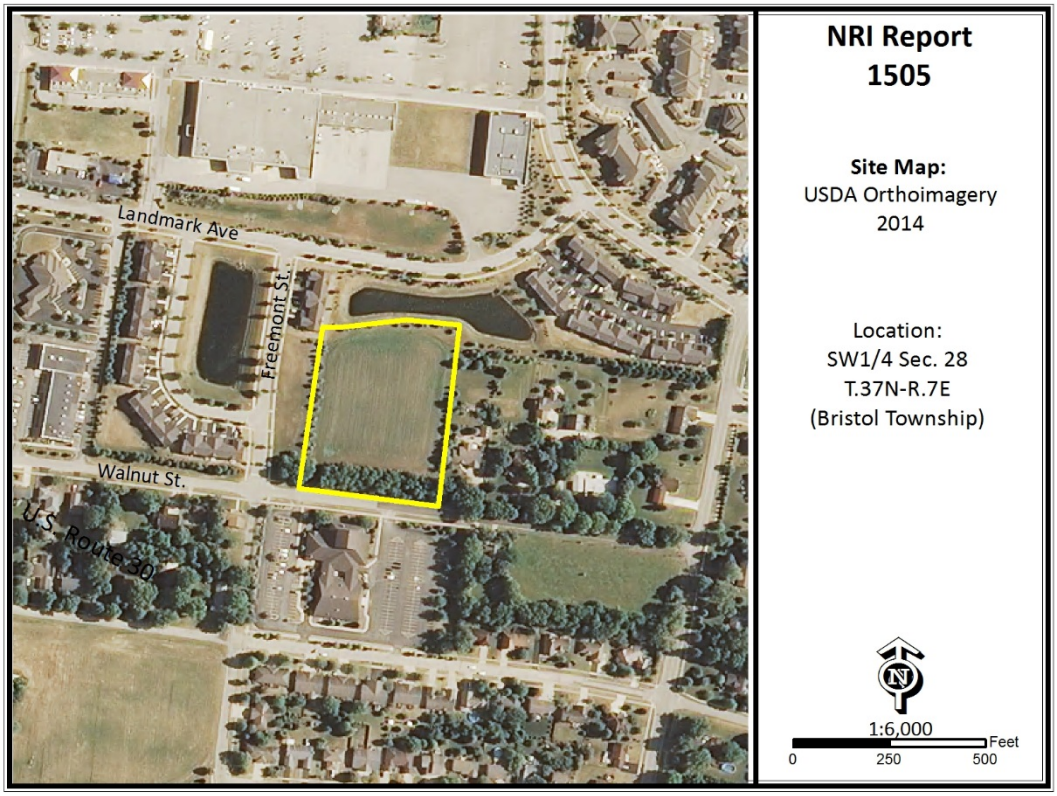
This is to certify that we James M Olson Associates Ltd Illinois Professional Land Surveyors have surveyed that part of the Southwest Quarter of Section 28 Township 37 North, Range 7 East of the Third Principal Meridian described as follows Commencing at the Southwest Corner of Guthrie Subdivision, thence 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 468 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 330 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
Illinois Professional Land Surveyor No 2253
James M Olson Associates, Ltd
107 West Madison Street


LANDMARK AVENUE
FREEMONT STREET
EXISTING AREA SITE RETENTION
APPROX. LINE OF PROPERTY BOUNDARY
RING ROAD
PARKING GARAGE
EXTRA PARKING AS REQUIRED
DROP OFF
PARKING AREA
PARKING GARAGE
RING ROAD
CITY SIDEWALK
IDENTITY SIGNAGE
SIDE WALK
SITE ACCESS
WALNUT STREET
PROPOSED BUILDING:
UPPER FLOOR: LIVING UNITS
(3) FLOORS = 60 UNITS
(4) FLOORS = 80 UNITS
NOTE: DOTTED LINE DENOTES EXTRA PARKING GARAGE FOR (80) UNITS
COMMON/COMMUNITY AREAS
AT GRADE (MAIN) FLOOR
ADJACENT RESIDENTIAL AREAS
OPTIONAL SITE ACCESS AS REQUIRED

NATURAL RESOURCE INFORMATION (NRI) EXECUTIVE SUMMARY REPORT: 1505



November 2015

Petitioner: GC Housing Development LLC
Contact: James D'Alexander, Manhard Consulting Ltd.

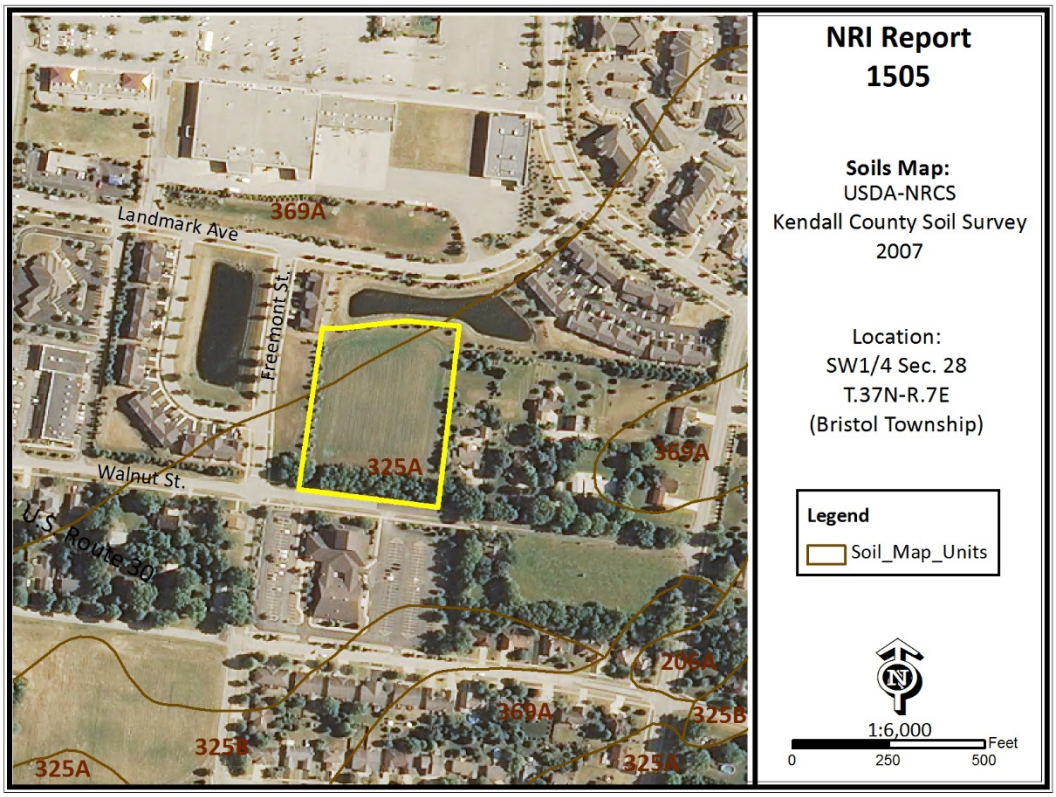
Prepared by:

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).

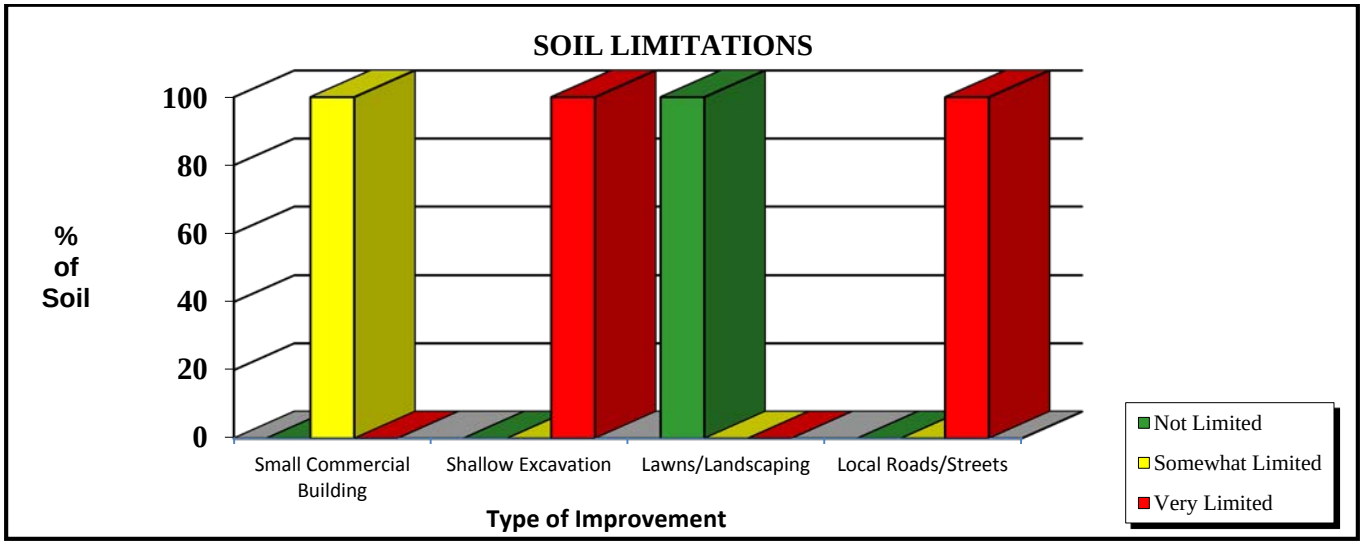
Ponding: Ponding is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration or evaporation. Duration is expressed as very brief (less than 2 days), brief (2 to 7 days), long (7 to 30 days), very long (more than 30 days). Frequency 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. Complied Statues, Ch. 70, Par 405/22.02a).

SWCD Chairman

11/9/15
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 **(VIA E-MAIL)**
GC Housing Development LLC
343 Wainwright Drive, Suite B
Northbrook, IL 60062

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.

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 MAN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN

See Sheet 23

See Sheet 27

See Sheet 25

Wells No. 3 & 4 Water Treatment Plant

300,000 Gallon North Central EWST

Well No. 4

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

NO.	DATE	REVISIONS

DATE: September 2013
PROJECT NO.: YO1311
BY: KKP
PATH: H:\GIS\PUBLIC\YORKVILLE\2013\
FILE: YO1311_26.MXD

0 250 500 1,000 Feet

United City of Yorkville Water Distribution Network Sheet 26

N

See Sheet 23

See Sheet 27

See Sheet 25

See Sheet 31

LEGEND

- SANITARY MANHOLE
- UNKNOWN SANITARY SEWER
- 4" SANITARY SEWER
- 6" SANITARY SEWER
- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 14" SANITARY SEWER
- 15" SANITARY SEWER
- 16" SANITARY SEWER
- 18" SANITARY SEWER
- 24" SANITARY SEWER
- 30" SANITARY SEWER
- 36" SANITARY SEWER
- 42" SANITARY SEWER
- 48" SANITARY SEWER

Center Pkwy
W Veterans Pkwy
E Veterans Pkwy
Hillcrest Ave
Leisure St
Pleasure Dr
Georgeanne St
Prairie Ln
Game Farm Rd
Conover Ln
N Bridge St
Market Place Dr
McHugh Rd
Farmstead Dr
Heartland Dr
Landmark Ave
Dalton Ave
Heritage Dr
Walnut St
Jackson St
Bristol Ave
Appletree Ct
Homestead Dr
Haley Ct
Stillwater Ct
Arrowhead Dr
Clearwater Dr
Martin Ave
Victoria Ave
Wacker Dr
Marie Ave
Elm St
E Park St
Tower Ln
McHugh Rd
Freemont St
E Somonauk St
Tyler Ln
Omaha Dr
Kate Dr
Redwood Dr
Auburn Dr
Grace Dr
E Spring St
Woodworth St
Bruer St
Tuma Rd
West St
King St
Church St
W Spring St
Cotton St
Liberty St
W Center St
E Center St

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NO.	DATE	REVISIONS

DATE: October 2013
PROJECT NO.: YO1342
BY: KKP
PATH: H:\GIS\PUBLIC\YORKVILLE\2013\
FILE: YO1342_26.MXD

0 250 500 1,000 Feet

United City of Yorkville Sanitary Sewer Atlas Maps Sheet 26

N

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 (1^{st}) floor interior garage, and the above dwelling units. (The proposed second (2^{nd}) 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).

  - 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

Manhard CONSULTING LTD

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)"



S/W ENTRANCE CORNER PERSPECTIVE



N/W CORNER PERSPECTIVE

Old City Council Plans

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

Old City Council Plans

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ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX

GC HOUSING DEVELOPMENT LLC

Project Number

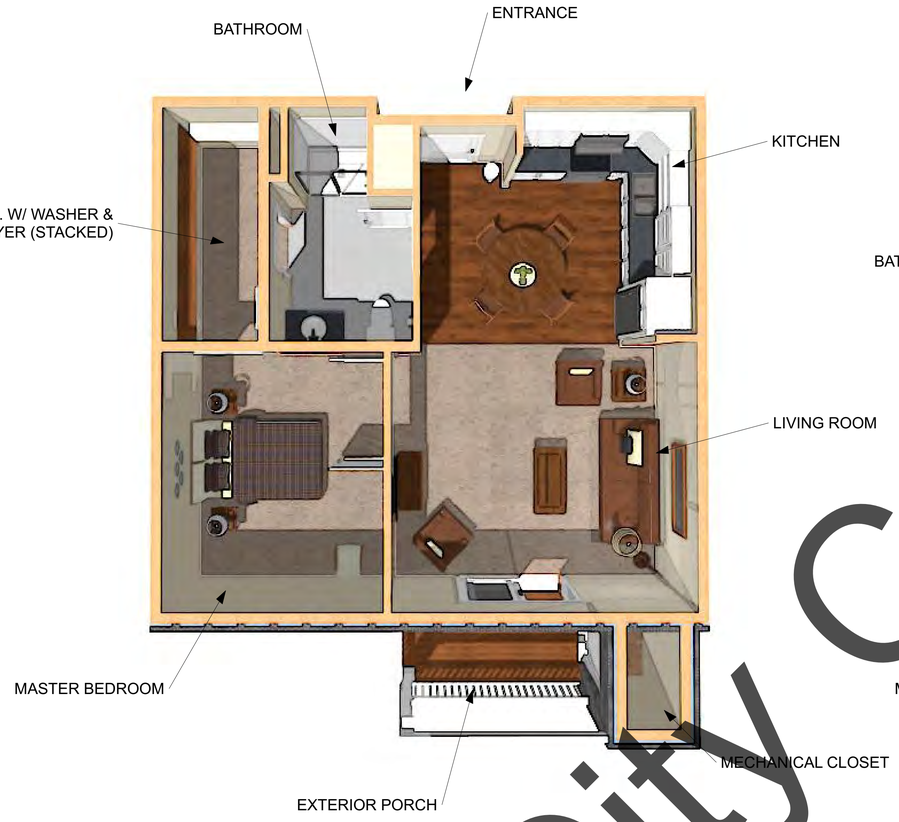
ISSUANCES

10/23/2015	✦	SCHEMATIC DESIGN REVIEW
10/28/2015	✦	FOR ZONING REVIEW
12/10/2015	✦	REVISED FOR ZONING REVIEW

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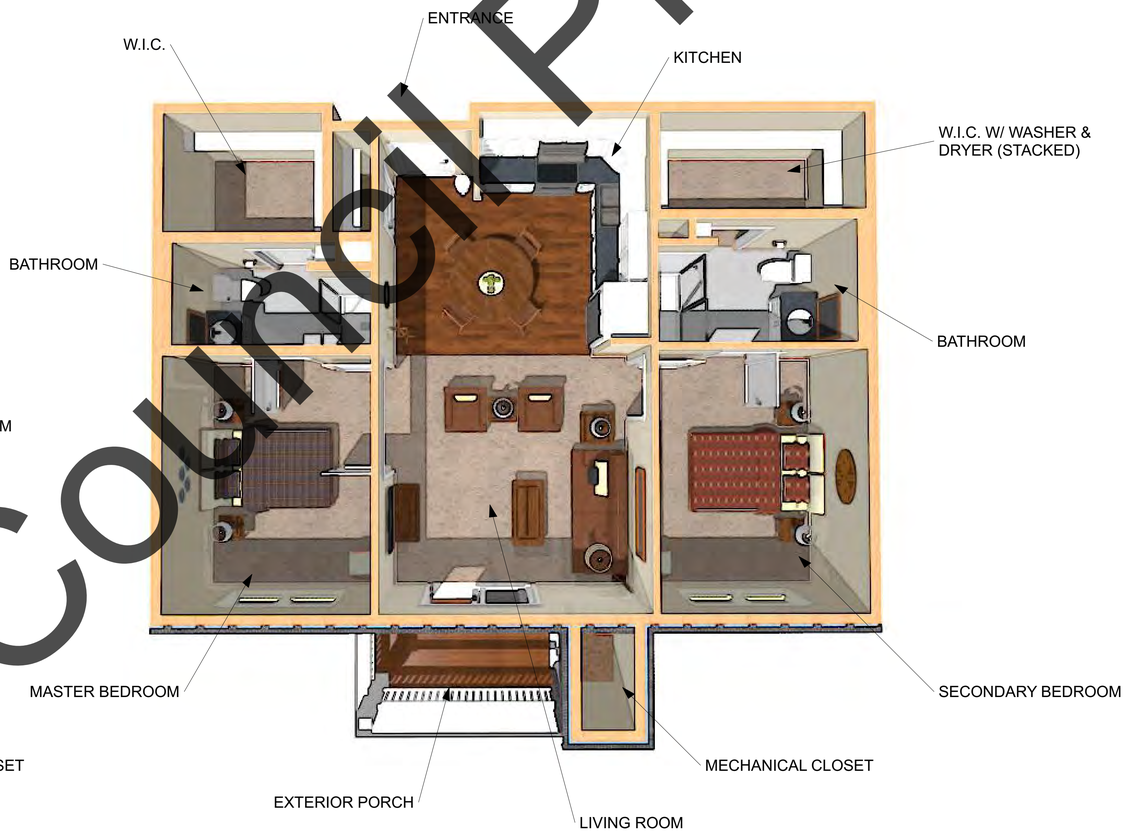
REVISIONS

A1.2



1 BEDROOM APARTMENT

SC: 1/8"



2 BEDROOM APARTMENT

SC: 1/8"

Old City Council Plans

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ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX

GC HOUSING DEVELOPMENT LLC

Project Number

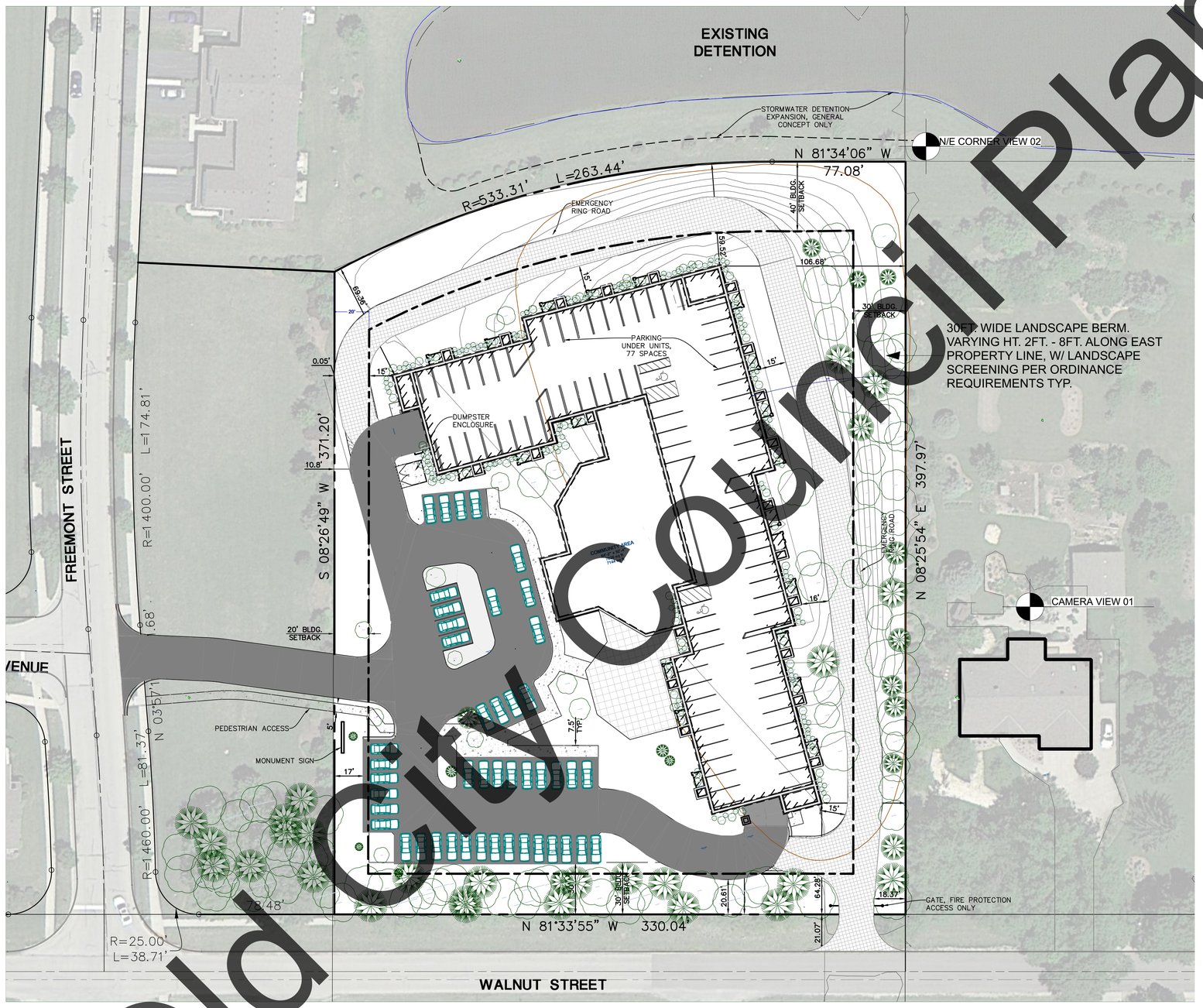
ISSUANCES

10/23/2015	+	SCHEMATIC DESIGN REVIEW
10/28/2015	+	FOR ZONING REVIEW
12/10/2015	+	REVISED FOR ZONING REVIEW

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REVISIONS

A1.3



Old City Council Plans

N

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
SCALE: 1"=30'

SITE DATA TABLE

	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	Multi-Family Residence (Townhomes)
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 (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

08-01-15

PAVEMENT LEGEND

STANDARD DUTY ASPHALT PAVEMENT

EMERGENCY RING ROAD PAVEMENT

CONCRETE SIDEWALK PAVEMENT

N

PROPOSED SITE PLAN

SC: 1/60"

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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

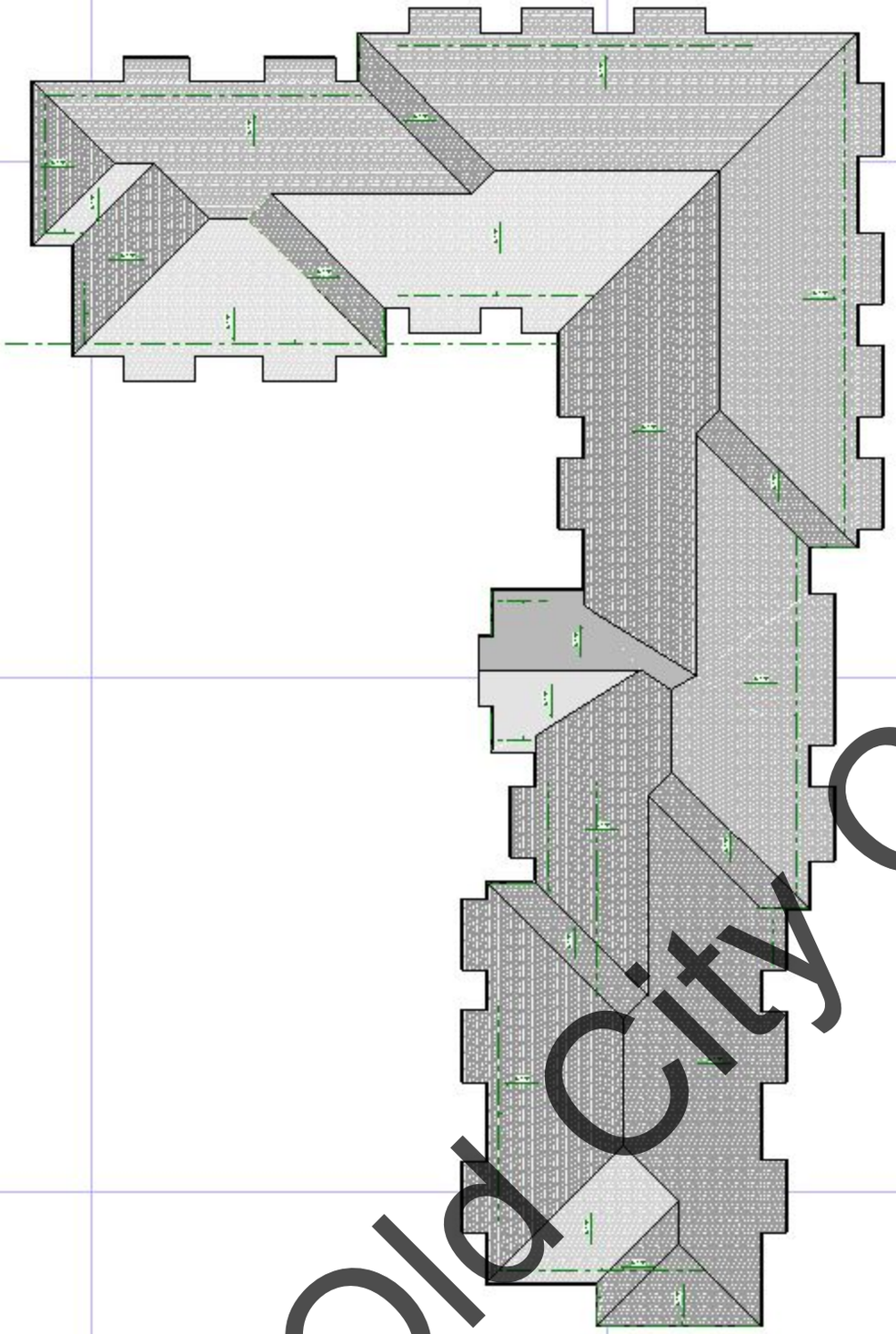
10/28/2015 + FOR ZONING REVIEW

12/10/2015 + REVISED FOR ZONING REVIEW

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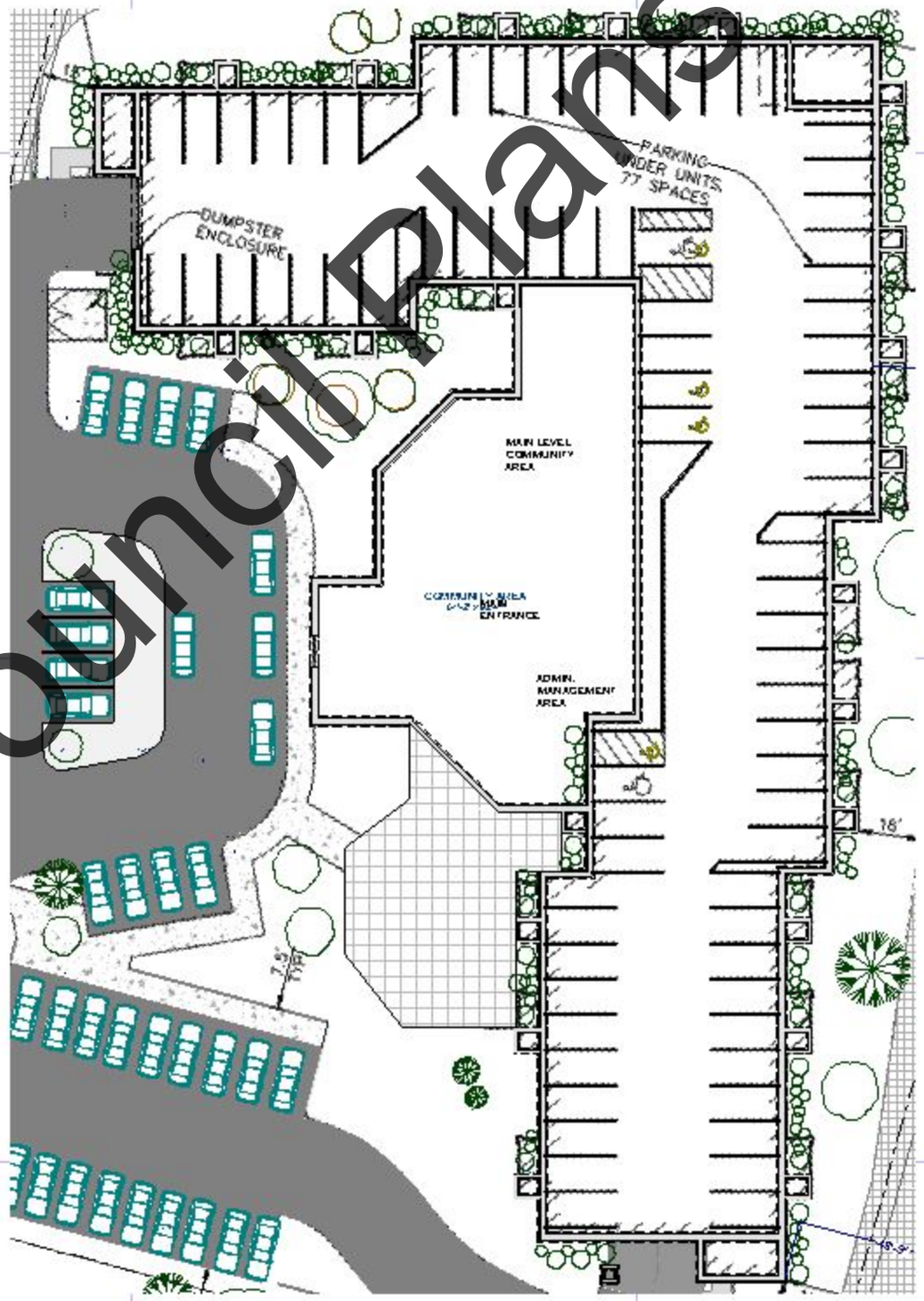
REVISIONS

A1.4



ROOF PLAN

SC: 1/16"



PARKING LEVEL FLOOR PLAN

SC: 1/16"

H

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HOOKER DESIGNS
Architecture & Engineering
150 Martin Avenue
Studio Suite 100
Muskegon, MI 49442
P 231 722 1991
F 231 722 1999

ZONING REVIEW SET

YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX

GC HOUSING DEVELOPMENT LLC

10/23/2018	SCHEMATIC DESIGN REVIEW
10/26/2018	FOR ZONING REVIEW
12/10/2018	REVISED FOR ZONING REVIEW

A1.5

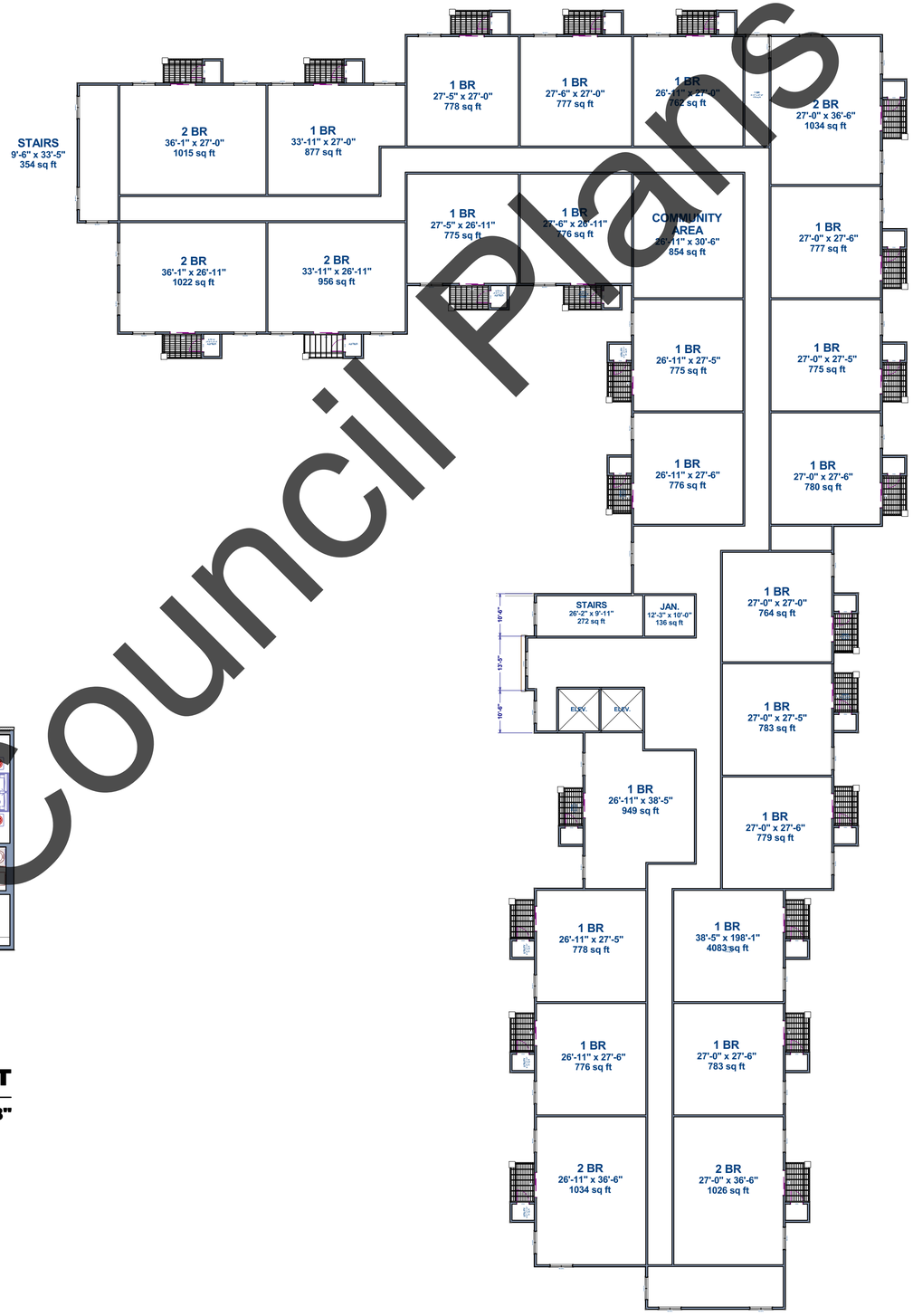
Old City Council Plans

1 BEDROOM APARTMENT

SC: 1/8"

2 BEDROOM APARTMENT

SC: 1/8"



FLOOR PLAN LEVELS 2-4

SC: 1/16"

Old City Council Plans

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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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REVISIONS

A1.6



WEST ELEVATION

SC: 3/32"



SOUTH ELEVATION

SC: 3/32"

Old City Council Plans

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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"

Old City Council Plans

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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

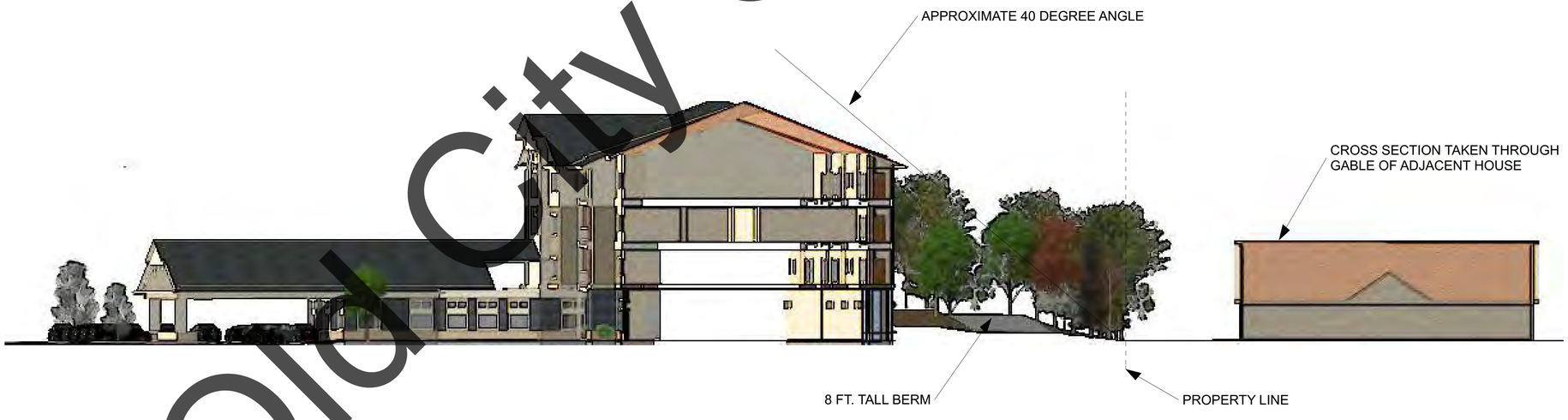
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REVISIONS

A1.8



VIEW FROM N/E CORNER OF ADJACENT PROPERTY



SOLAR ANGLE CROSS SECTION STUDY

SC: 1/16"

Old City Council Plans

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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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S/W BIRD'S EYE PERSPECTIVE



S/E BIRD'S EYE PERSPECTIVE

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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

A1.10

LANDMARK AVENUE

FREEMONT STREET

EXISTING
AREA SITE RETENTION

APPROX. LINE OF
PROPERTY BOUNDARY

RING ROAD

PARKING
GARAGE

EXTRA PARKING
AS REQUIRED

DROP
OFF

PARKING
AREA

PARKING
GARAGE

RING ROAD

CITY SIDE WALK

ADJACENT
RESIDENTIAL AREAS

OPTIONAL
SITE ACCESS
AS REQUIRED

IDENTITY
SIGNAGE

SIDE WALK

SITE
ACCESS

WALNUT STREET

Manhard CONSULTING LTD

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 23rd 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, THERFORE, 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 in maintained and made available in the Detention Pond at all times. Subject to the limitations set forth in the preceding sentence, Grantor specifically reserves to 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 and emergency, or ten (10) days if such breach does not constitute an emergency. Should Grantor fail to curse 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 and emergency, or ten (10) days if such breach does not constitute an emergency. Should Grantee fail to curse 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 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 property 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: Darin Peterson
Its: 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 Darin Peterson, 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.

"OFFICIAL SEAL"
DANIEL J. KRAMER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/27/2019

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_____, 20 15 .

_____
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: _____
Print Name: Darin Peterson
Title: President

Signed and sworn to before me
this 23rd day of December, 2015.

_____
Notary Public

"OFFICIAL SEAL"
DANIEL J. KRAMER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/27/2019

Kenig,Lindgren,O'Hara,Aboona,Inc.

9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018
p: 847-518-9990 | f: 847-518-9987

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

	Weekday A.M. Peak Hour		Weekday P.M. Peak Hour		Weekday Daily (24-Hour)	
Land-Use	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

CRANE
CONSTRUCTION COMPANY LLC
343 Wainwright Drive
Northbrook, IL 60062
www.craneconstruction.com
847.564.7376 office
847.421.1525 cell
847.291.1691 fax

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real estate, community, and economic development

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.

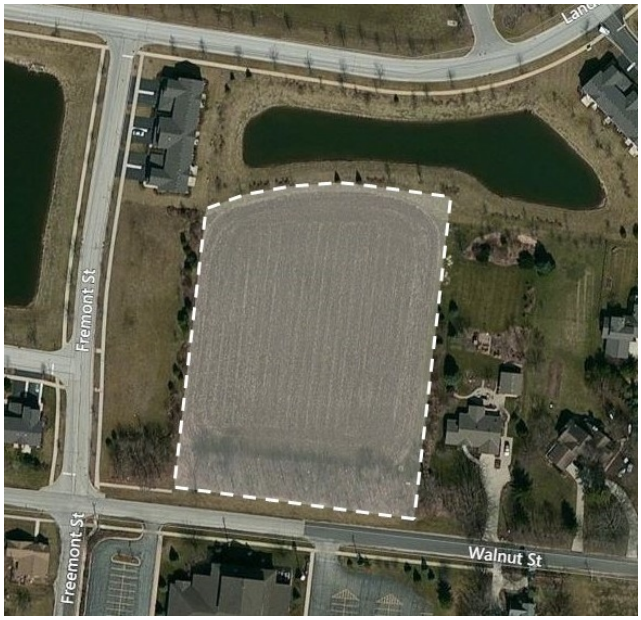
Development Strategies appreciates the opportunity to assist you with this report. Should you or your associates have any questions, please call. We will be glad to hear from you.

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 Freemont 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 Building	Land	Interior (SF)	Assessed Value/SF	Land (SF)	Assessed Value/SF
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.



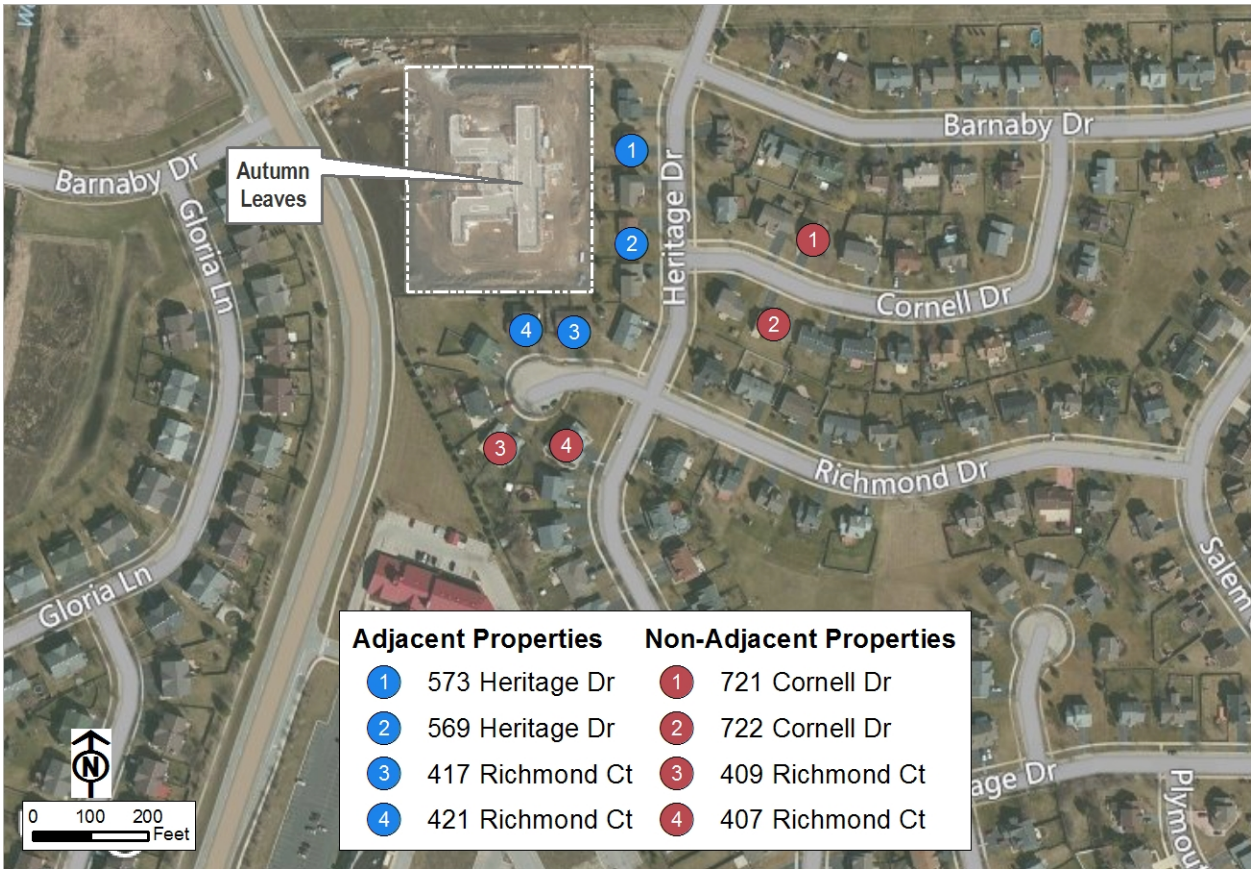
Summary of Nearby Sales

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

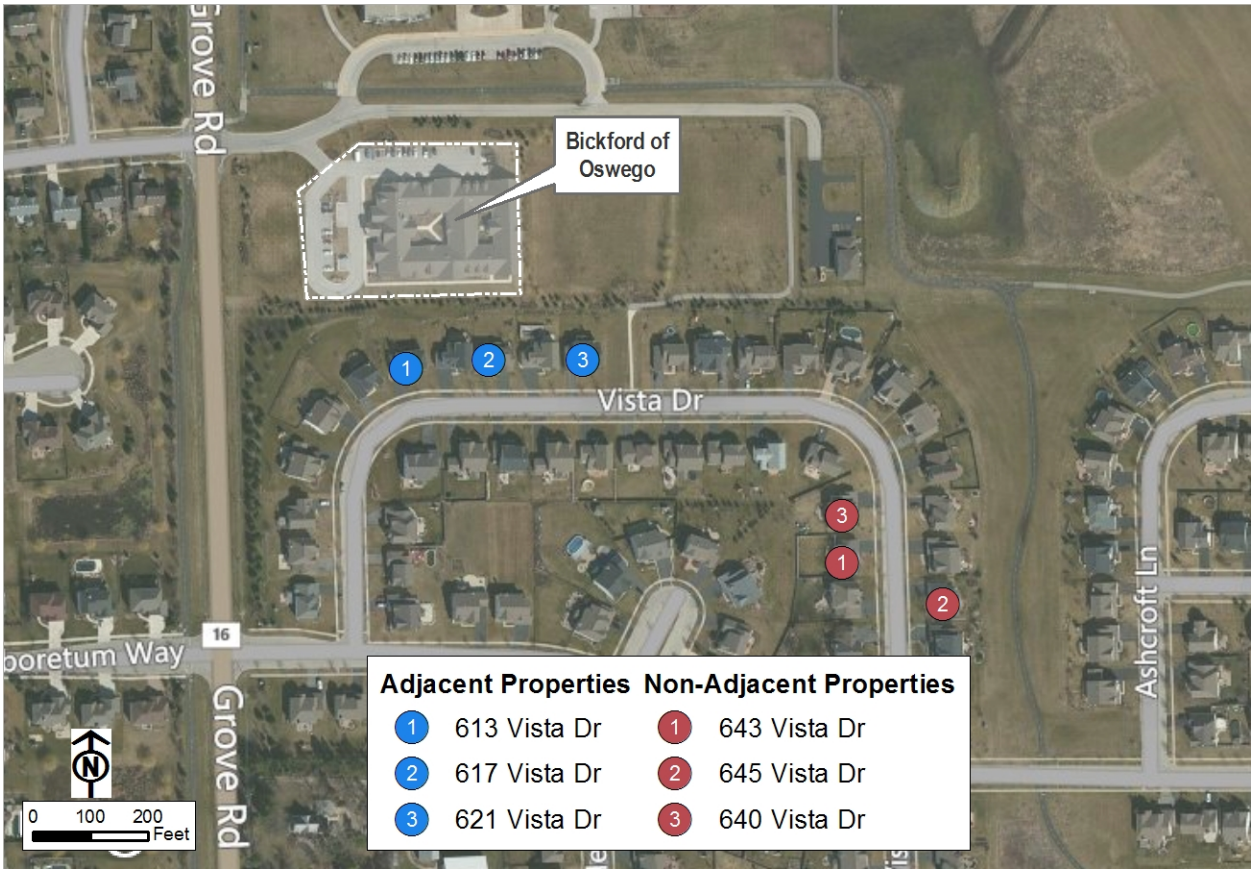
Address		Year Built	Building Type	2015 Total Assessed Value Building	Land	Interior (SF)	Assessed Value/SF	Land (SF)	Assessed Value/SF
573 Heritage Dr.	Adjacent	1999	3-BR/2-Ba	$46,567	$15,481	1,617	$29	9,028	$1.71
721 Cornell Dr.	Non-adjacent	1999	3-BR/2-Ba	$46,287	$15,481	1,618	$29	9,095	$1.70
569 Heritage 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 Building	Land	Interior (SF)	Assessed Value/SF	Land (SF)	Assessed Value/SF
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.

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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.

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- 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

BRAD BEGGS MAI

Principal, Vice President



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*

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.

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

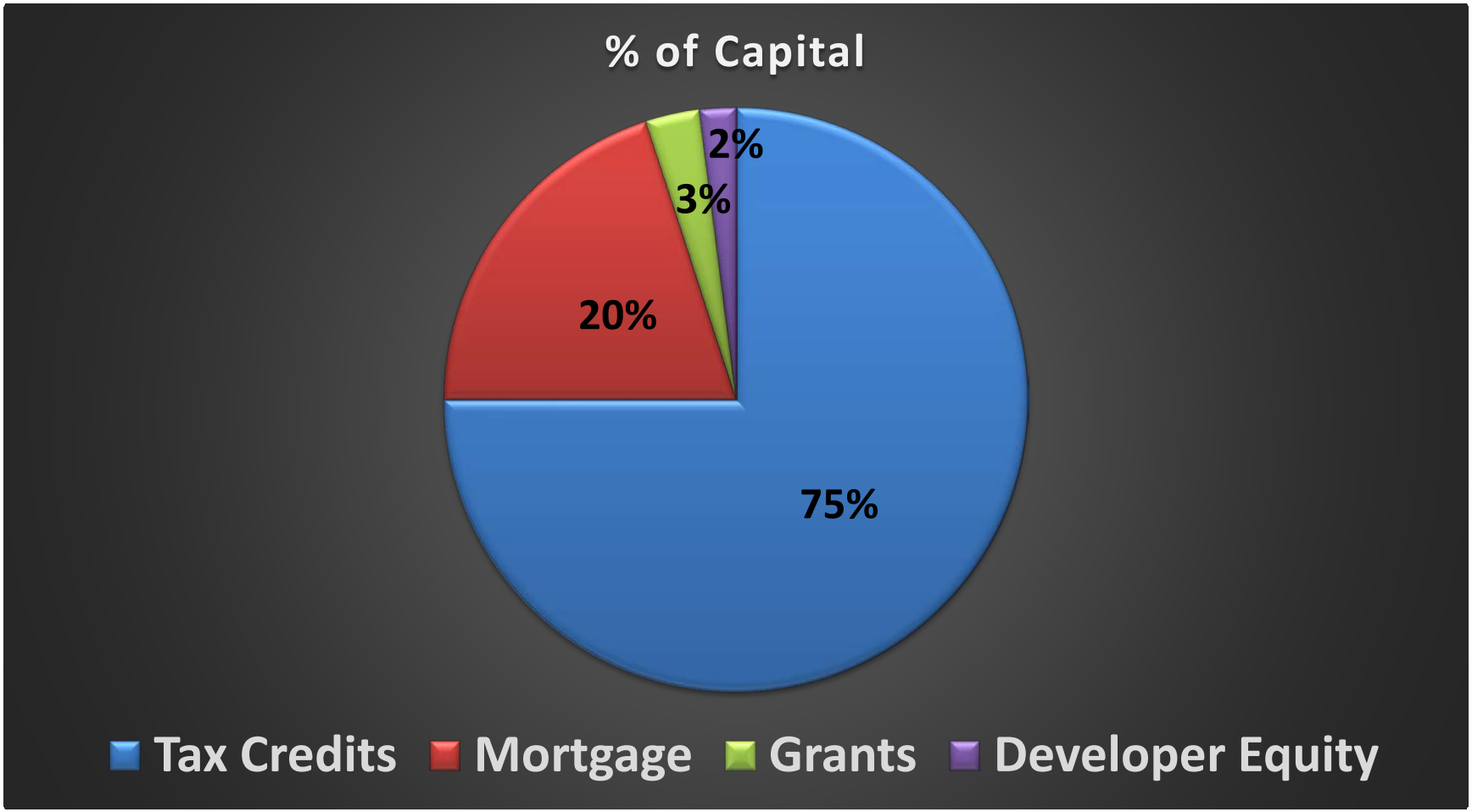


S/W ENTRANCE CORNER
PERSPECTIVE

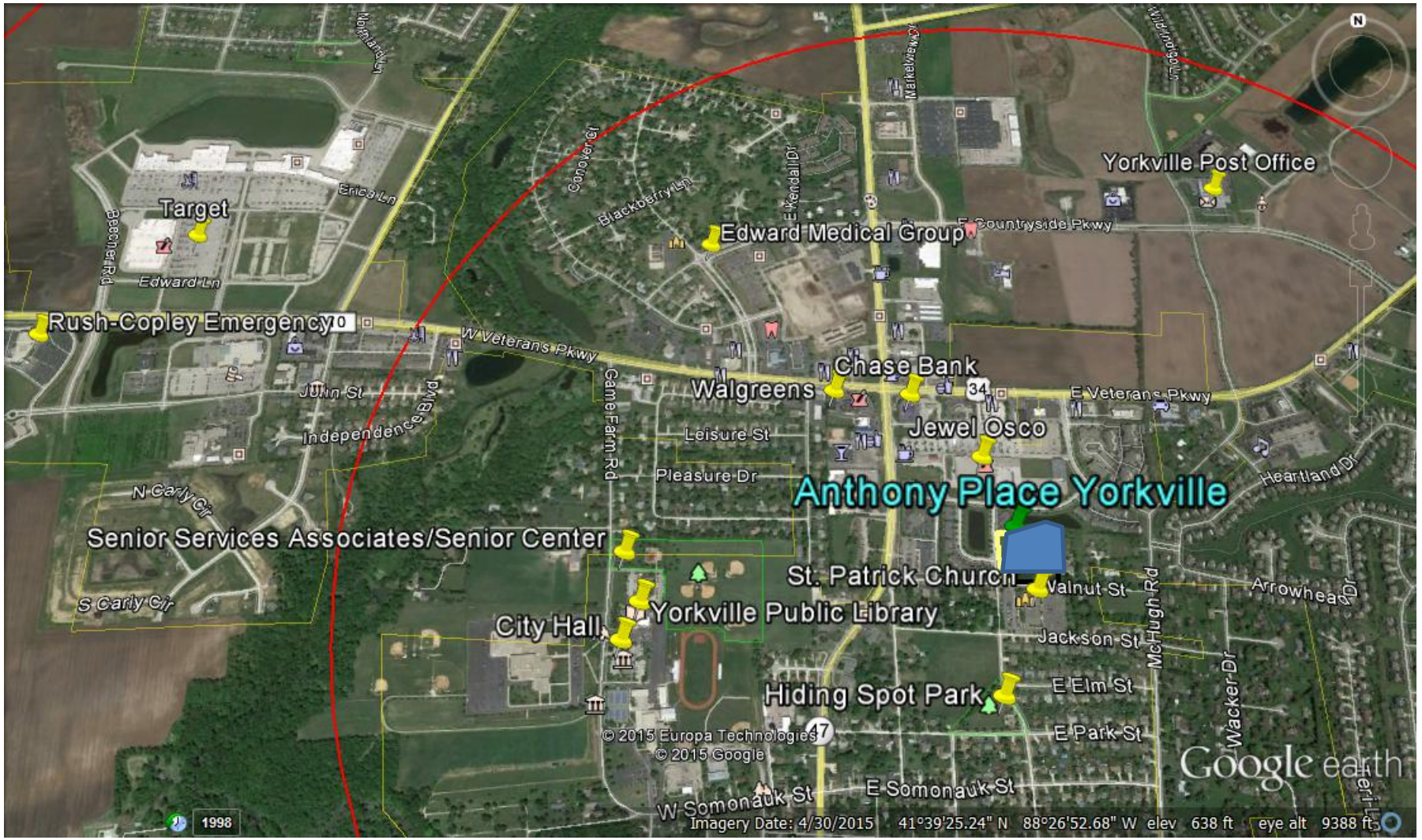


N/W CORNER PERSPECTIVE

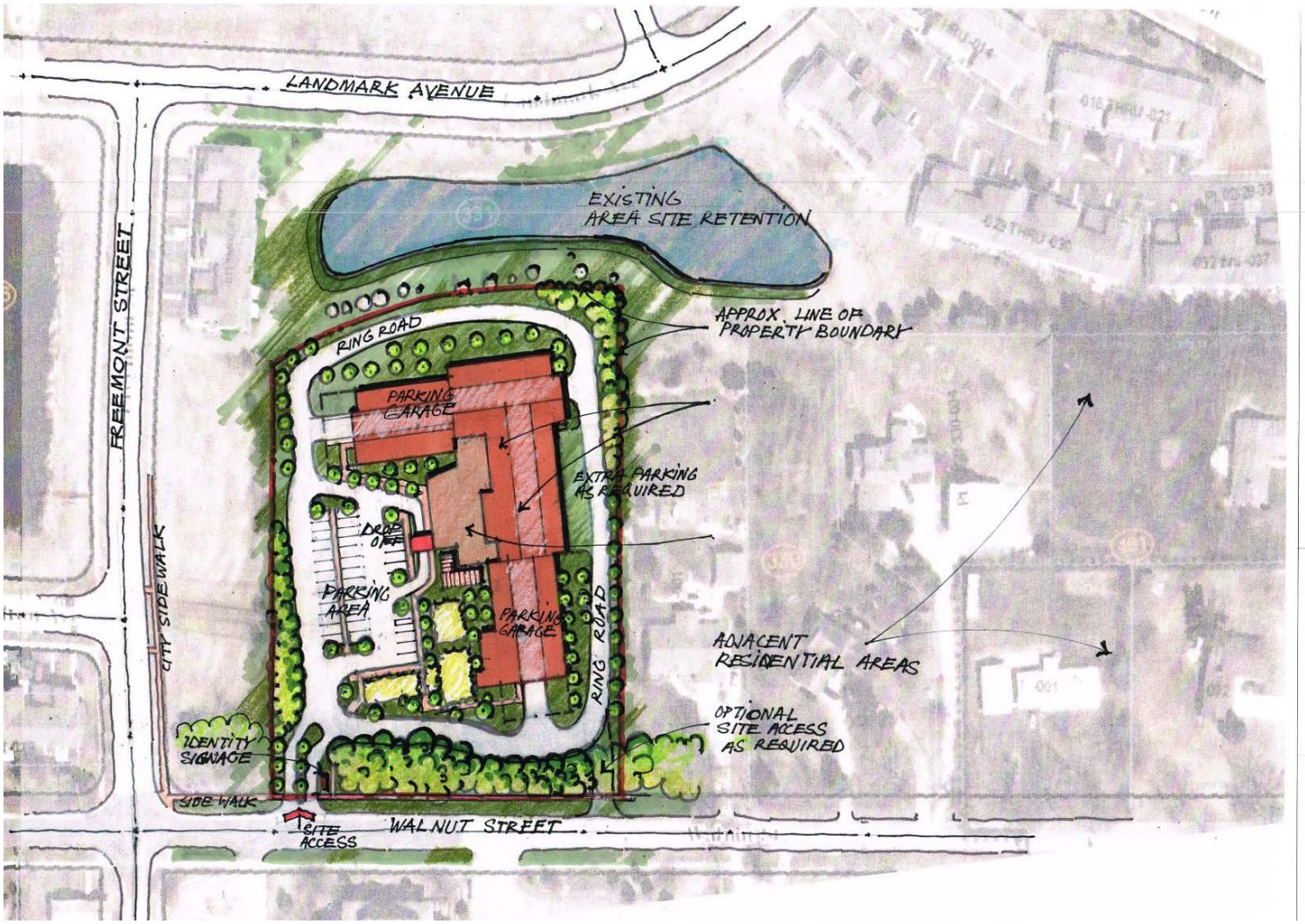
How is this Development Funded?



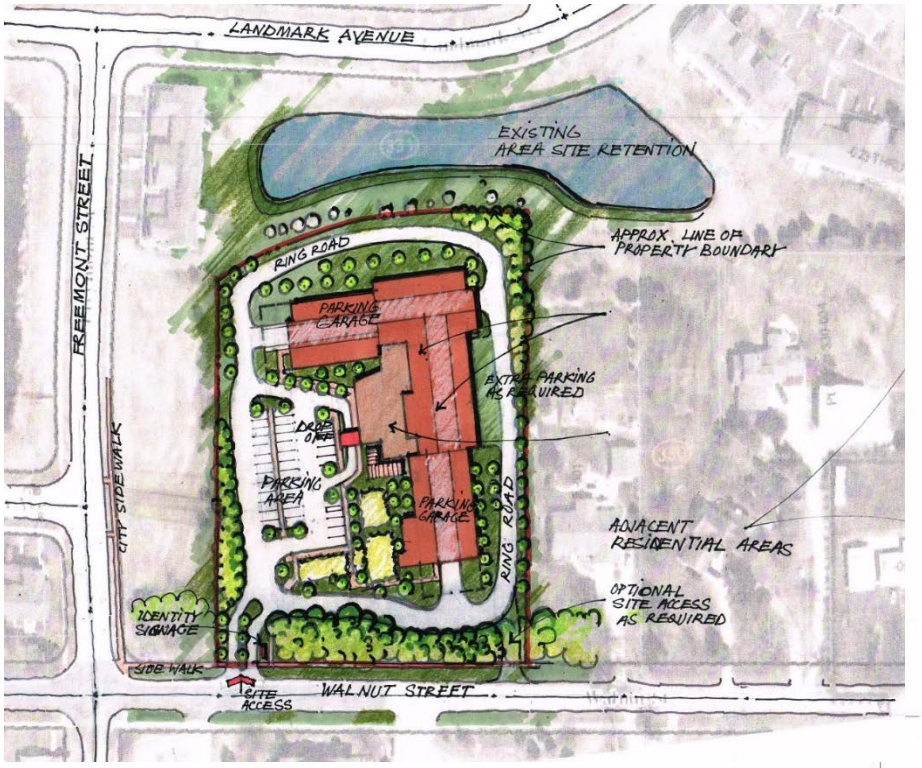
Why Yorkville? Why this Site?

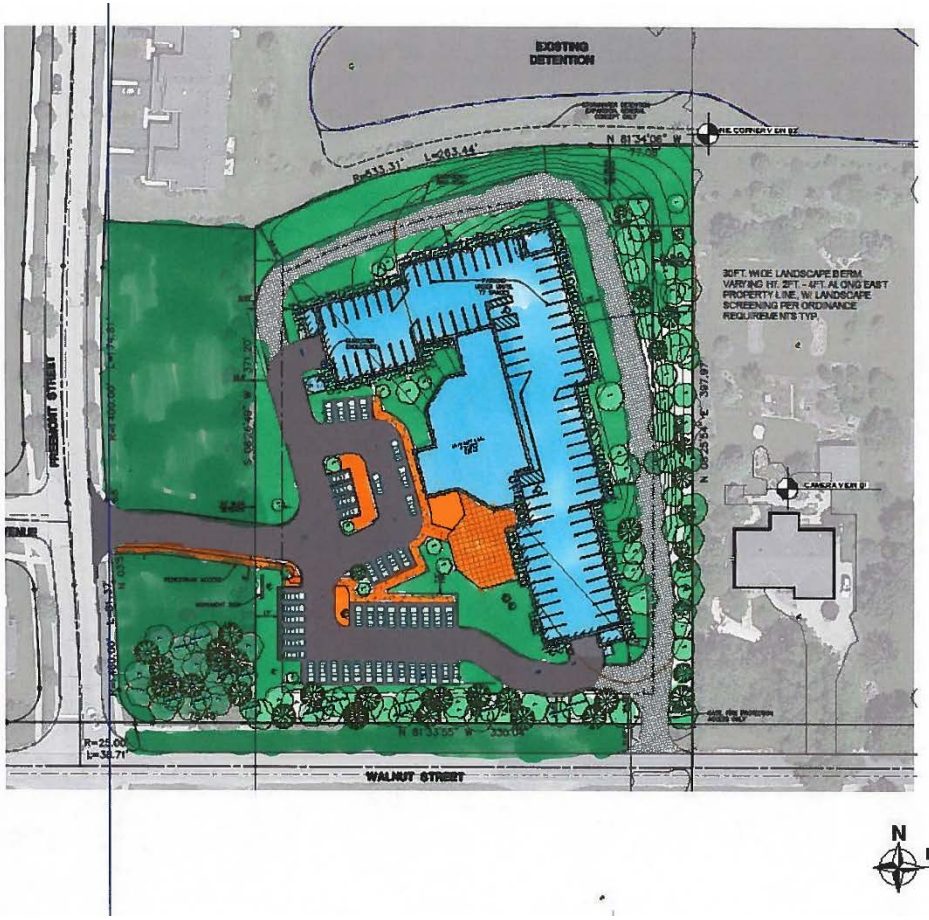


Initial Site Plan



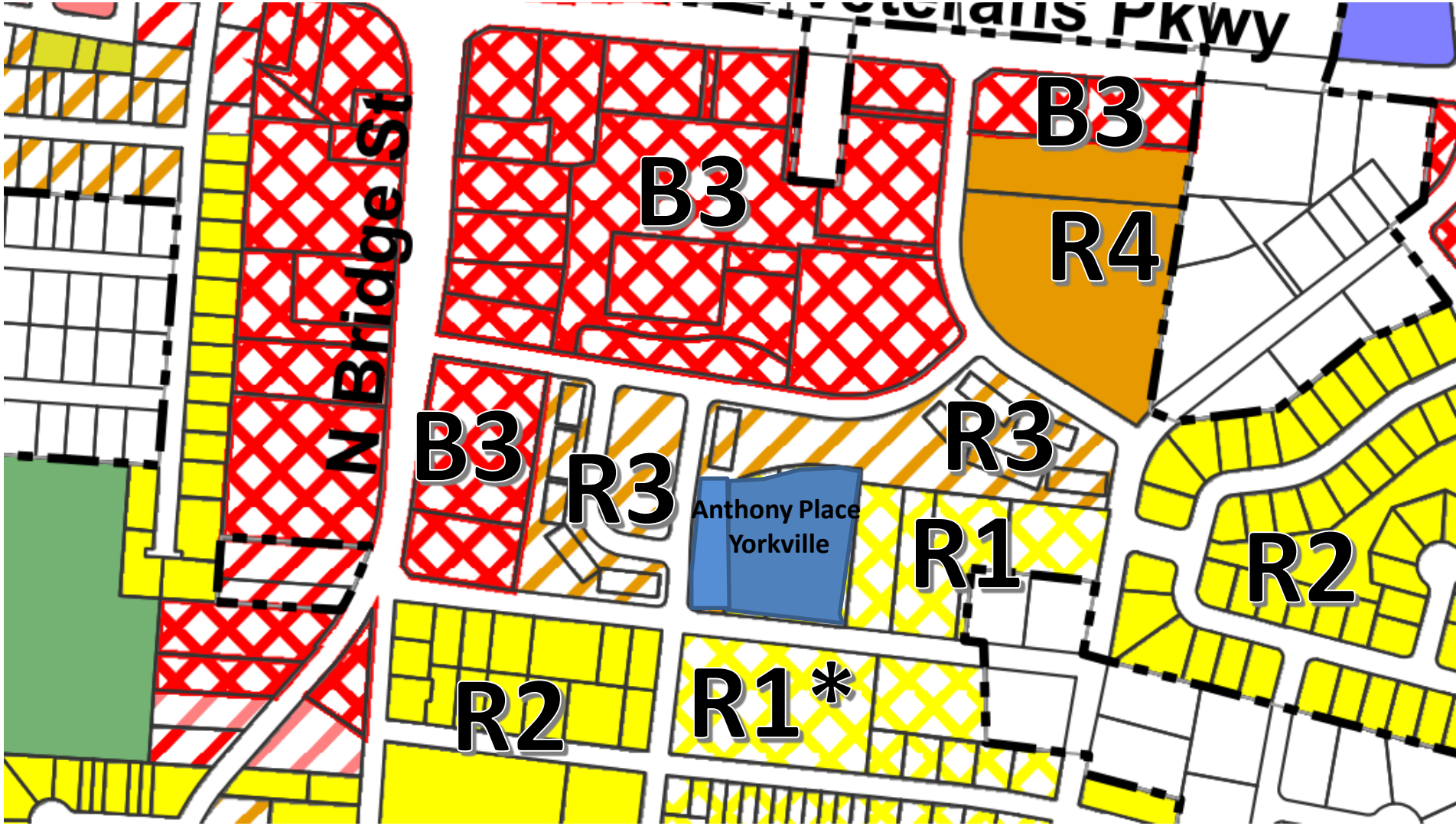
Original vs. Current Site Plan



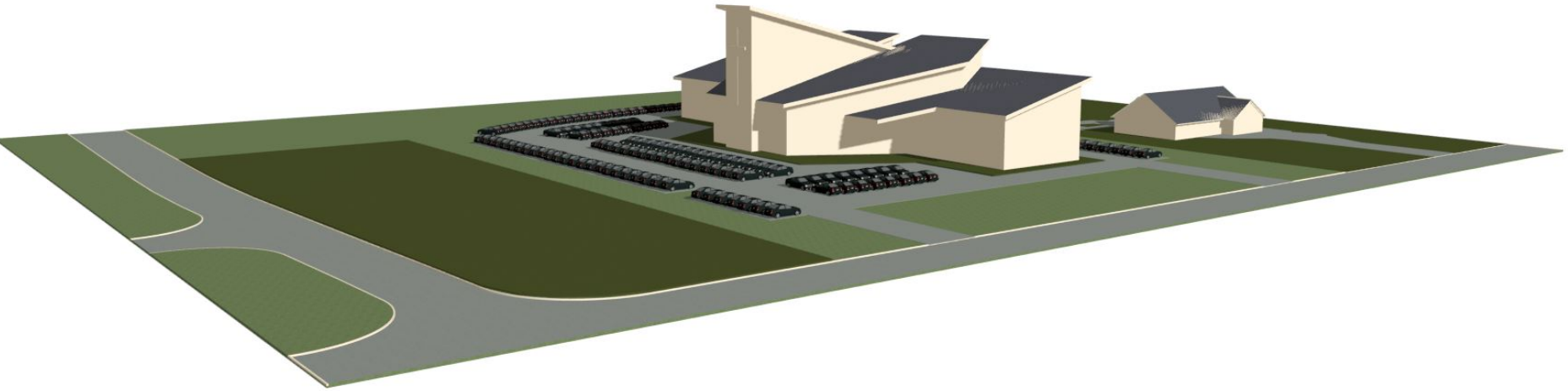


* = Institutional Use

Current Zoning

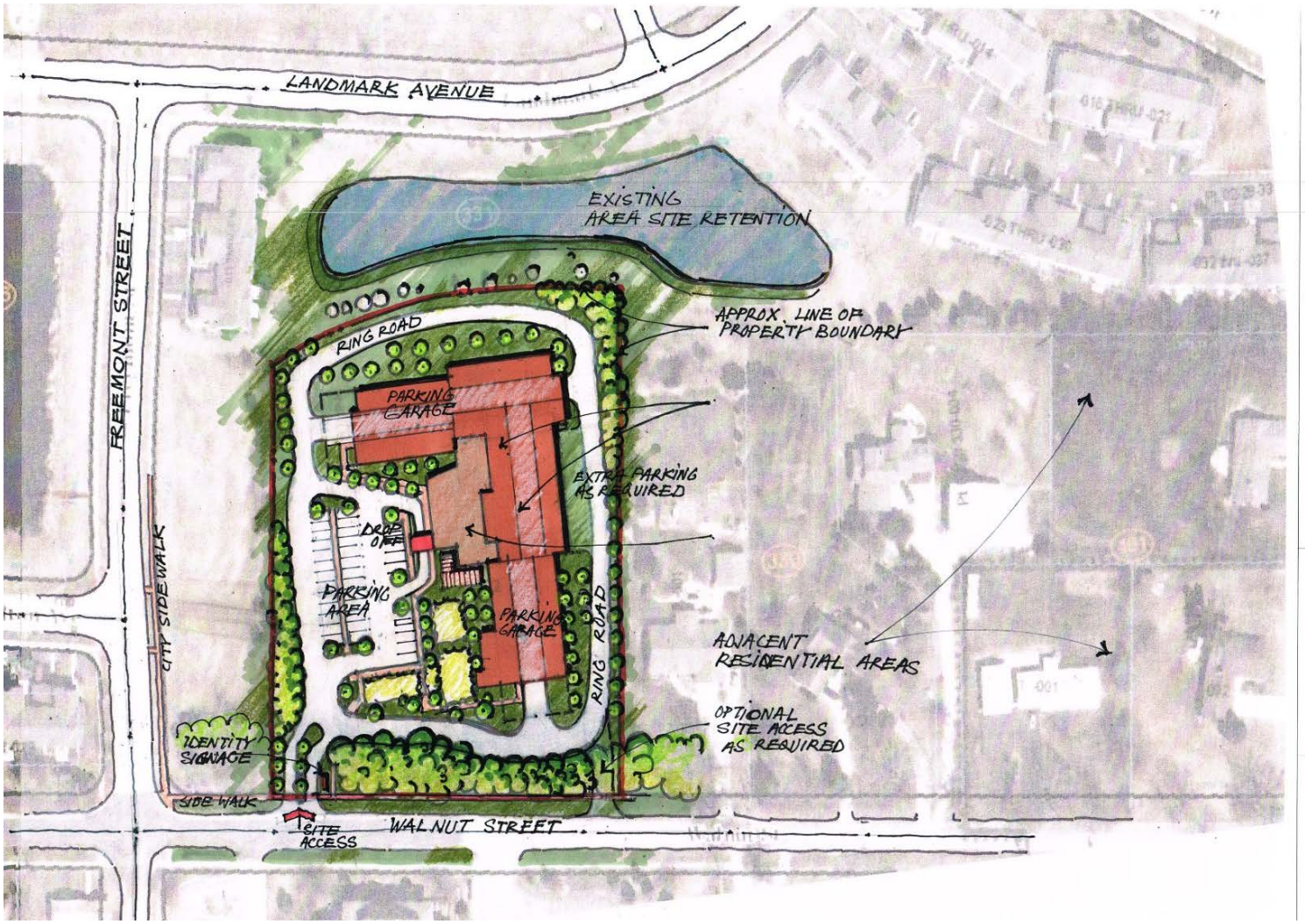


What Could be Built Based on Current Zoning

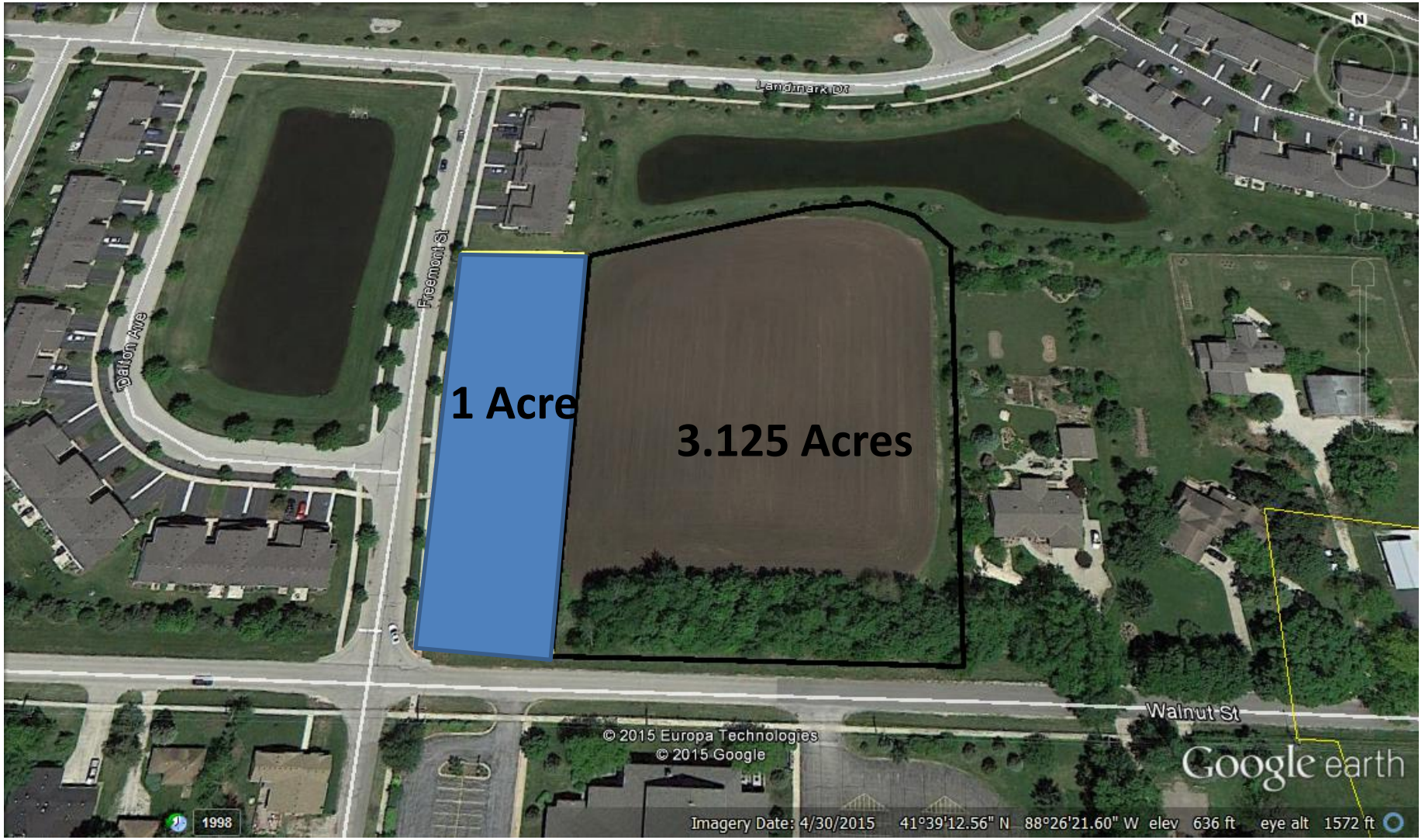


SW Corner

Initial Site Plan

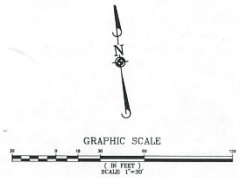


Aerial View of Property



Anthony Place
Site Plan





SITE DATA TABLE

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Subject Property (Proposed)	R-4 Single-Family Suburban Residence	Senior Independent Living
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South Property	R-1 Single-Family Suburban Residence	Church
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Building Coverage		26.2% (36,240 SF)
Parking Lot		17.8% (24,268 SF)
Sidewalks		3.7% (5,365 SF)
Emergency Ring Road		10.8% (14,977 LF)
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

HOOKER | DE JONG
Architects & Engineers
101 Morris Avenue
Studio Suite 102
Muskegon, MI 49440
P 231 | 722 | 2607
F 231 | 722 | 2559

H
DJ

ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

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

PROPOSED SITE PLAN
SC: 1/60"

A1.4

NOAA ESRL

Solar Position Calculator

Earth System Research Lab

OAA Solar Calculator. Back when this calculator was first created, we decided to use a non-standa
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, for whatever reason, prefer the old calculator. For the rest of you, we encourage you to instead cl

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 AM PM 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

Earth System Research Lab

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Month:	Day:	Year (e.g. 2000):	Time: (hh:mm:ss)
December	21	2015	16 : 00 : 00 ○AM ○PM ◉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

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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 AM PM 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.

March/September 21st - 4:00 PM



NOAA ESRL

Solar Position Calculator

Earth System Research Lab

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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.

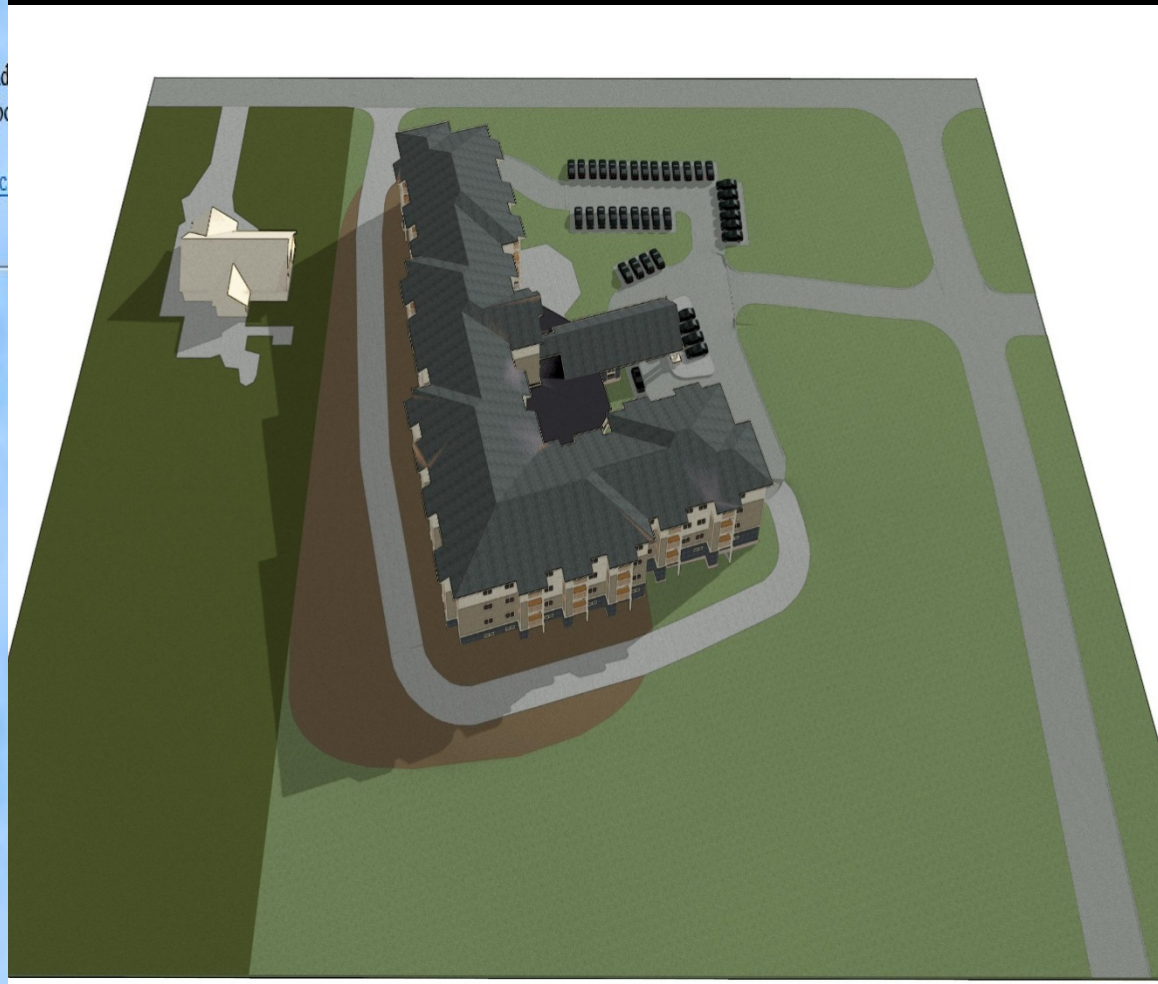
Month:	Day:	Year (e.g. 2000):	Time: (hh:mm:ss)
March	21	2015	18 : 00 : 00 ○AM ○PM ◉24hr

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

Earth System Research Lab

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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.

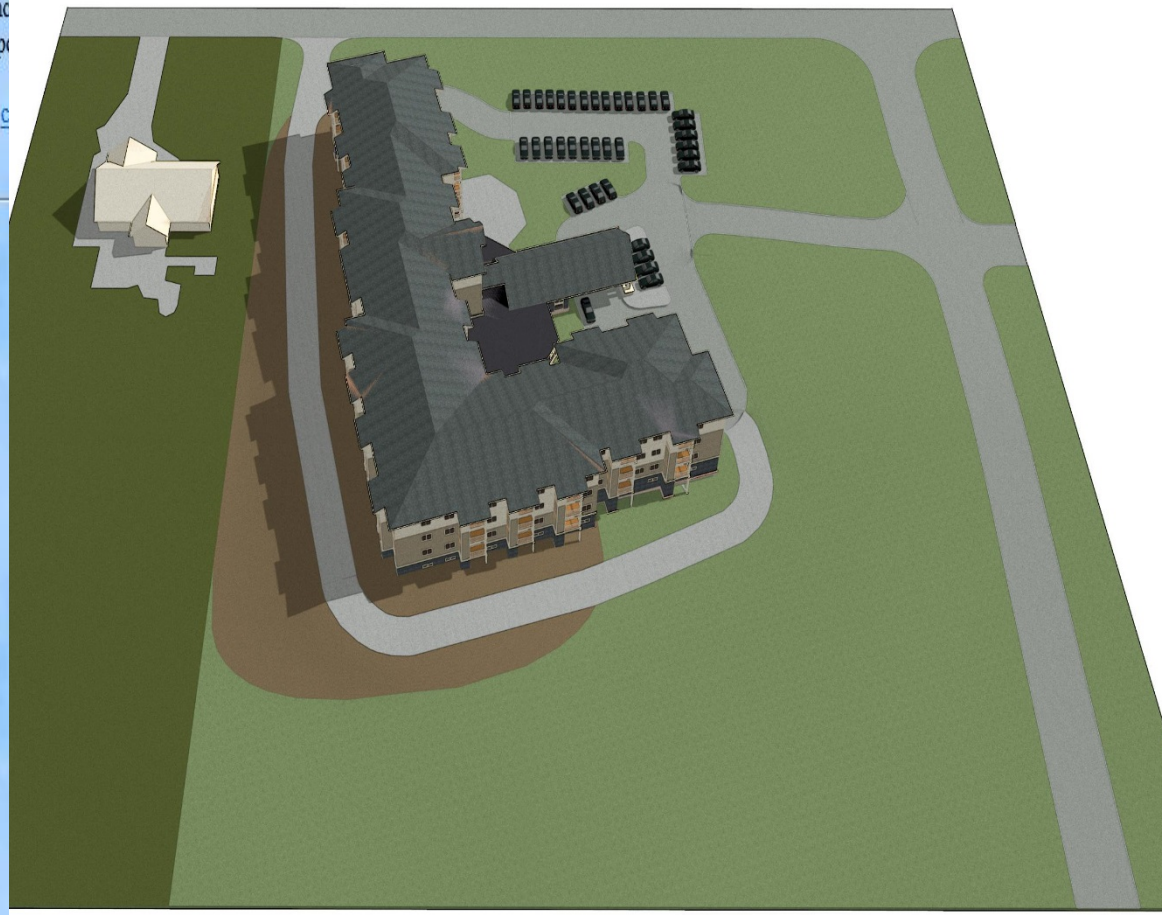
Month:	Day:	Year (e.g. 2000):	Time: (hh:mm:ss)
June	21	2015	16 : 00 : 00 ○AM ○PM ◉24hr

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

Earth System Research Lab

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Chicago, IL	Lat: North=+ South=-	41	51	0	Offset to UTC (MST=+7):	Daylight Saving Time:
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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 ○AM ○PM ◉24hr

Calculate Solar Position

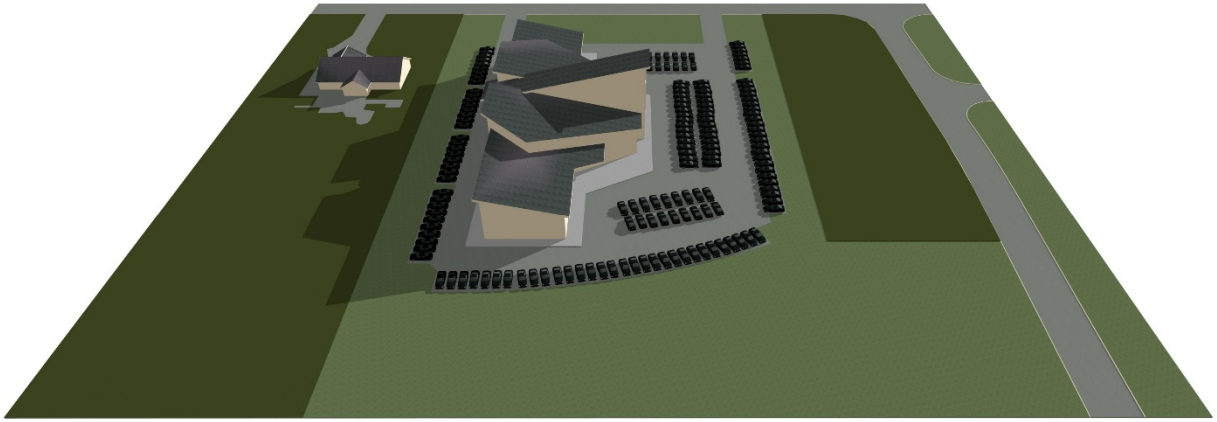
Equation of Time (minutes):	Solar Declination (degrees):	Solar Azimuth:	Solar Elevation:	cosine of solar zenith angle
-1.84	23.43	289.03	14.11	0.2438

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.

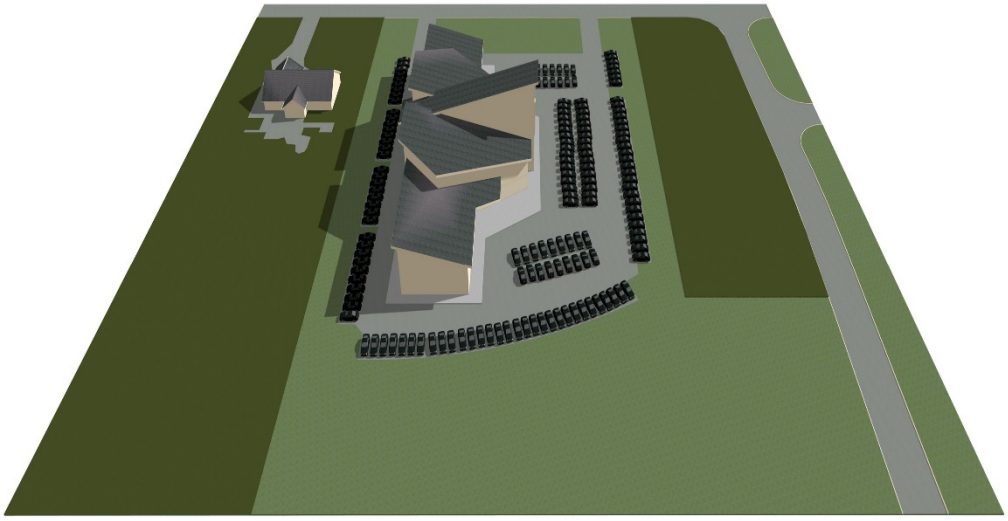
June 21st - 6:00 PM



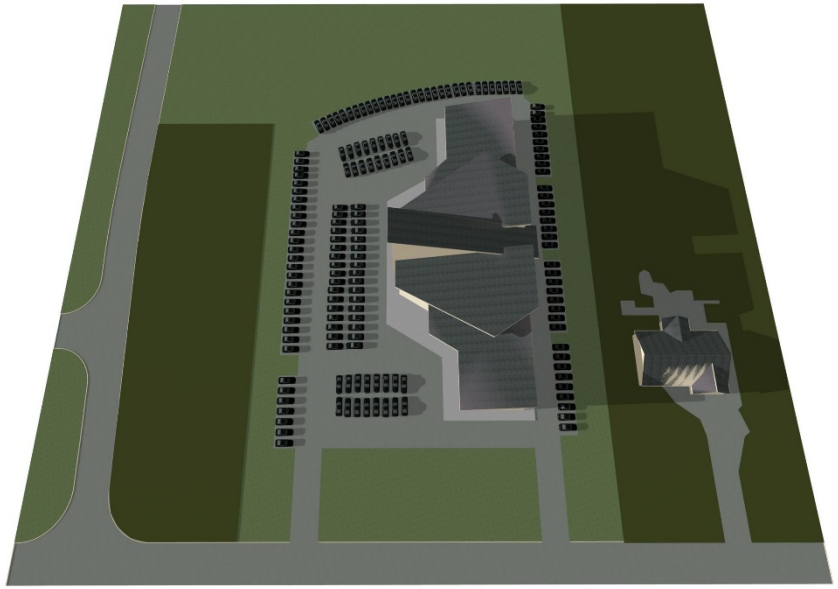
March 21st - 4pm



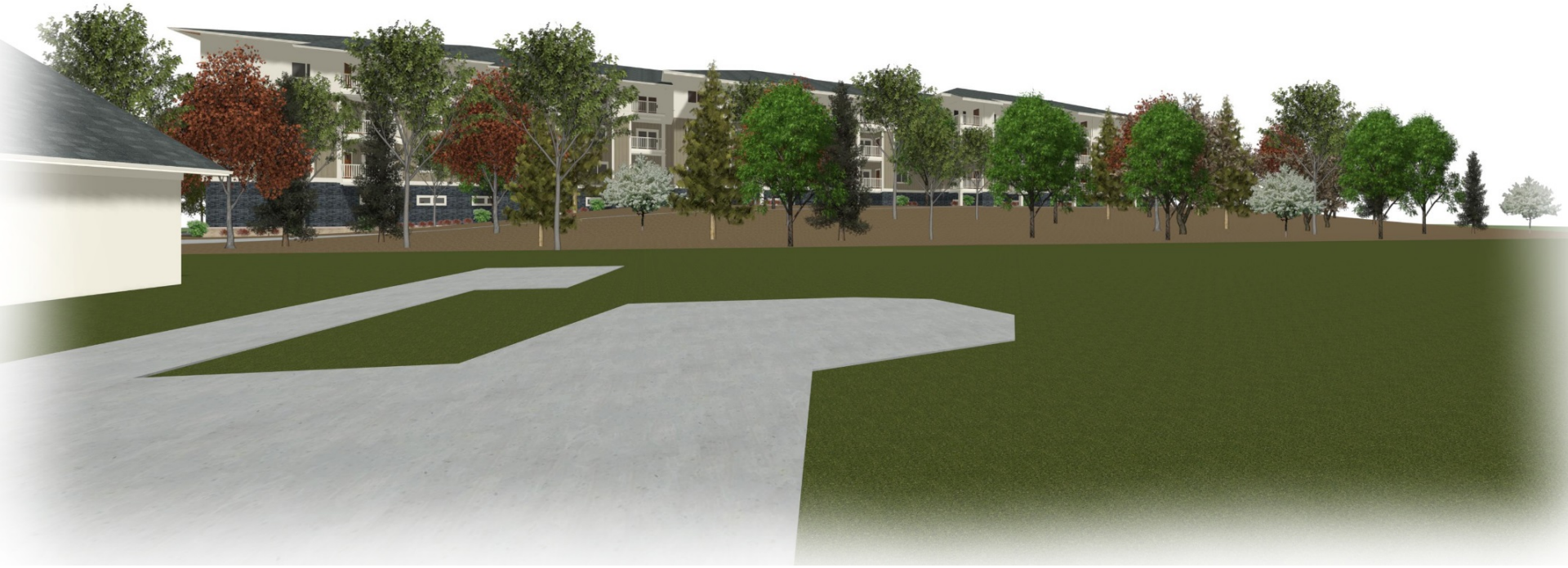
June 21st - 4pm



June 21st - 6pm

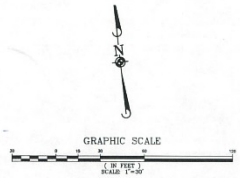


View From the Patio



Anthony Place
Site Plan





SITE DATA TABLE

	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	Multi-Family Residence (Townhomes)
East Property	R-1 Single-Family Suburban Residence	Single Family Residence
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REQUIRED MINIMUM	REQUIRED MINIMUM	PROPOSED
Front Yard (South)	30 feet	51.37 feet
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Emergency Ring Road		10.8% (14,977 LF)
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

HOOKER | DE JONG
Architects & Engineers
101 Morris Avenue
Studio Suite 102
Muskegon, MI 49440
P 231 | 722 | 2607
F 231 | 722 | 2559

H
DJ

ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

ISSUANCES	
10/23/2015	SCHEMATIC DESIGN REVIEW
10/28/2015	FOR ZONING REVIEW
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REVISIONS

PROPOSED SITE PLAN
SC: 1/60"

A1.4

Anthony Place
Yorkville, IL



S/W ENTRANCE CORNER
PERSPECTIVE



N/W CORNER PERSPECTIVE

Elevations



WEST ELEVATION

SC: 3/32"



SOUTH ELEVATION

SC: 3/32"

Elevations



EAST ELEVATION

SC: 3/32"

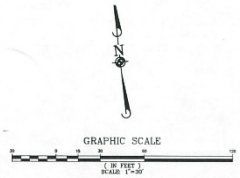


NORTH ELEVATION

SC: 3/32"

Anthony Place
Site Plan





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East Property	Medium
South Property	High
West Property	Low

PAVEMENT LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- EMERGENCY RING ROAD PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

HOOKER | DE JONG
Architects & Engineers
101 Morris Avenue
Studio Suite 102
Muskegon, MI 49440
P 231 | 722 | 2607
F 231 | 722 | 2559

H
DJ

ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

ISSUANCES	
10/23/2015	SCHEMATIC DESIGN REVIEW
10/28/2015	FOR ZONING REVIEW
12/10/2015	REVISED FOR ZONING REVIEW

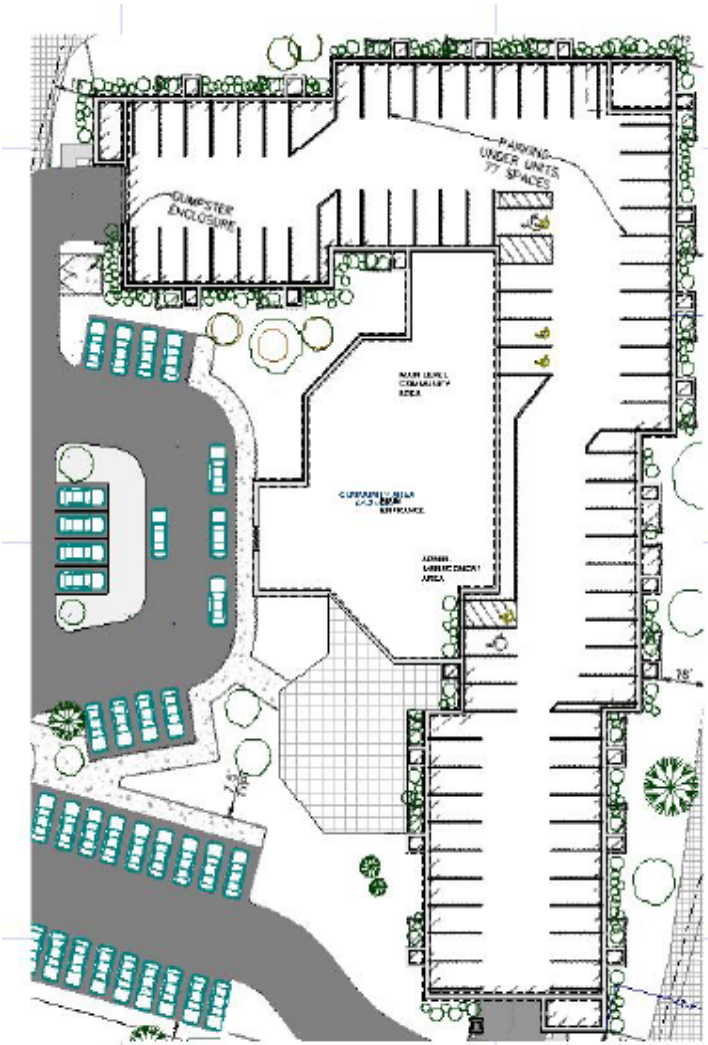
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REVISIONS

PROPOSED SITE PLAN
SC: 1/60"

A1.4

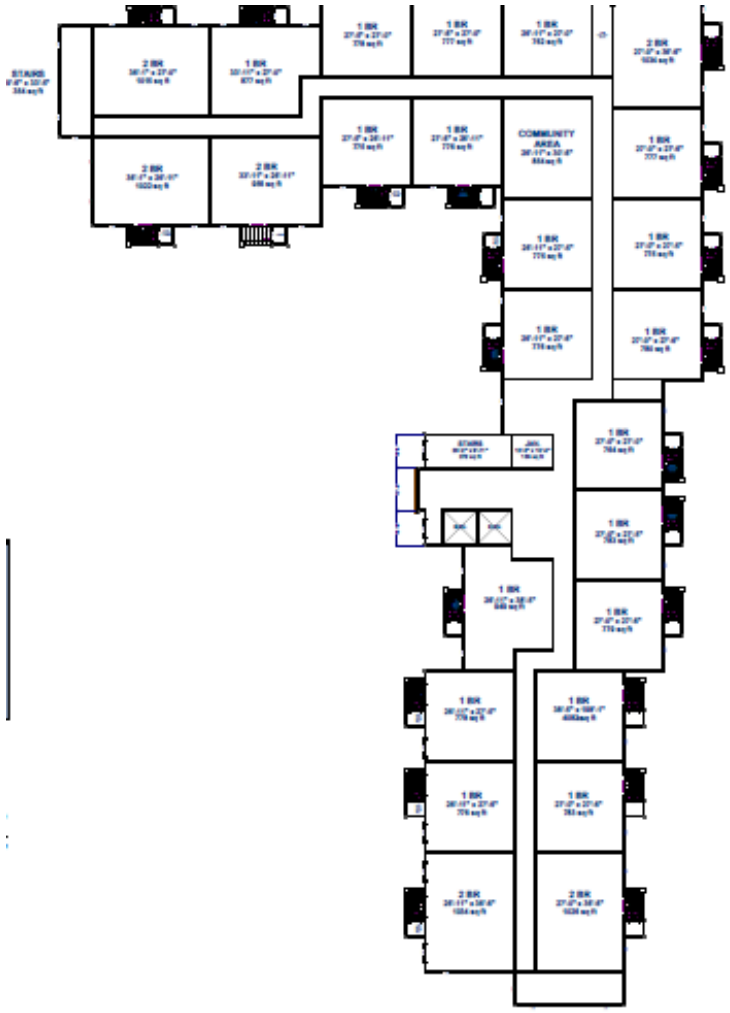
First Floor Plan



PARKING LEVEL FLOOR PLAN

SCALE: 1/16"

2nd - 4th Floor Plan



FLOOR PLAN LEVELS 2-4

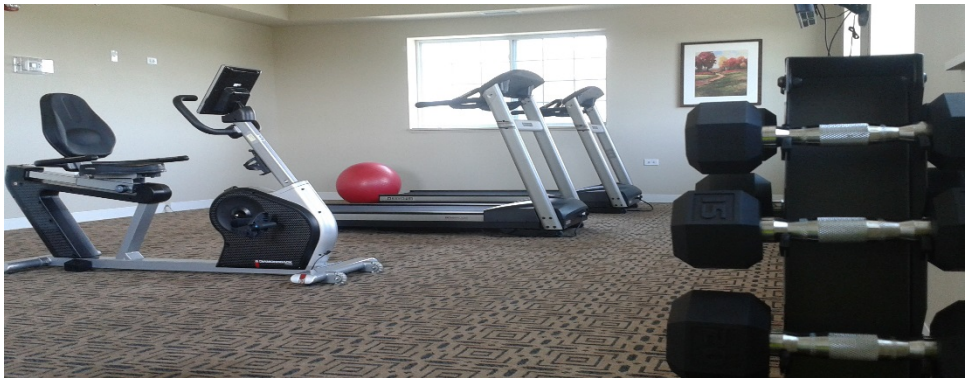
SC: 1/16"

Common Area Amenities

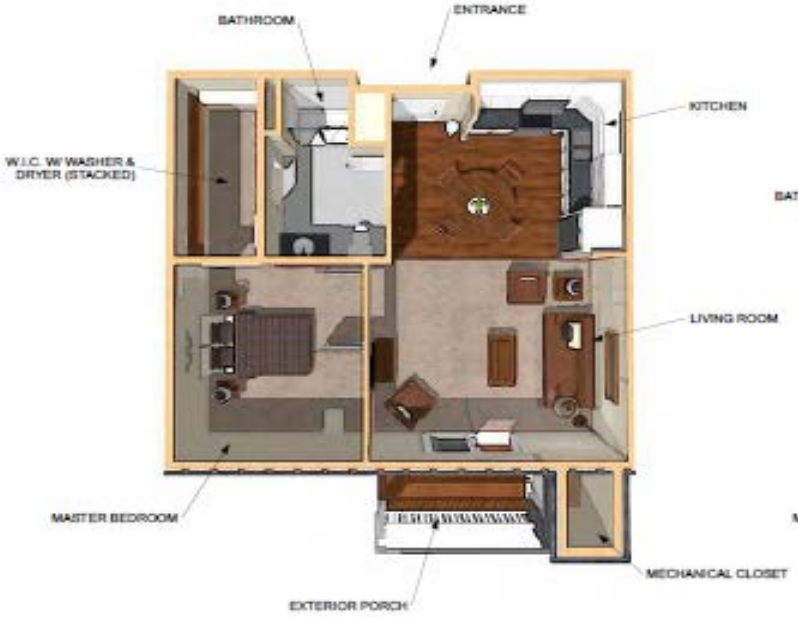
- Indoor Heated Parking
- Arts & Crafts Room
- Library & Billiard Area
- TV Lounge with Big Screen Television
- Exercise Facility
- Large Community Room
- Computers for Resident Use
- Video Security System
- On-Site Manager







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





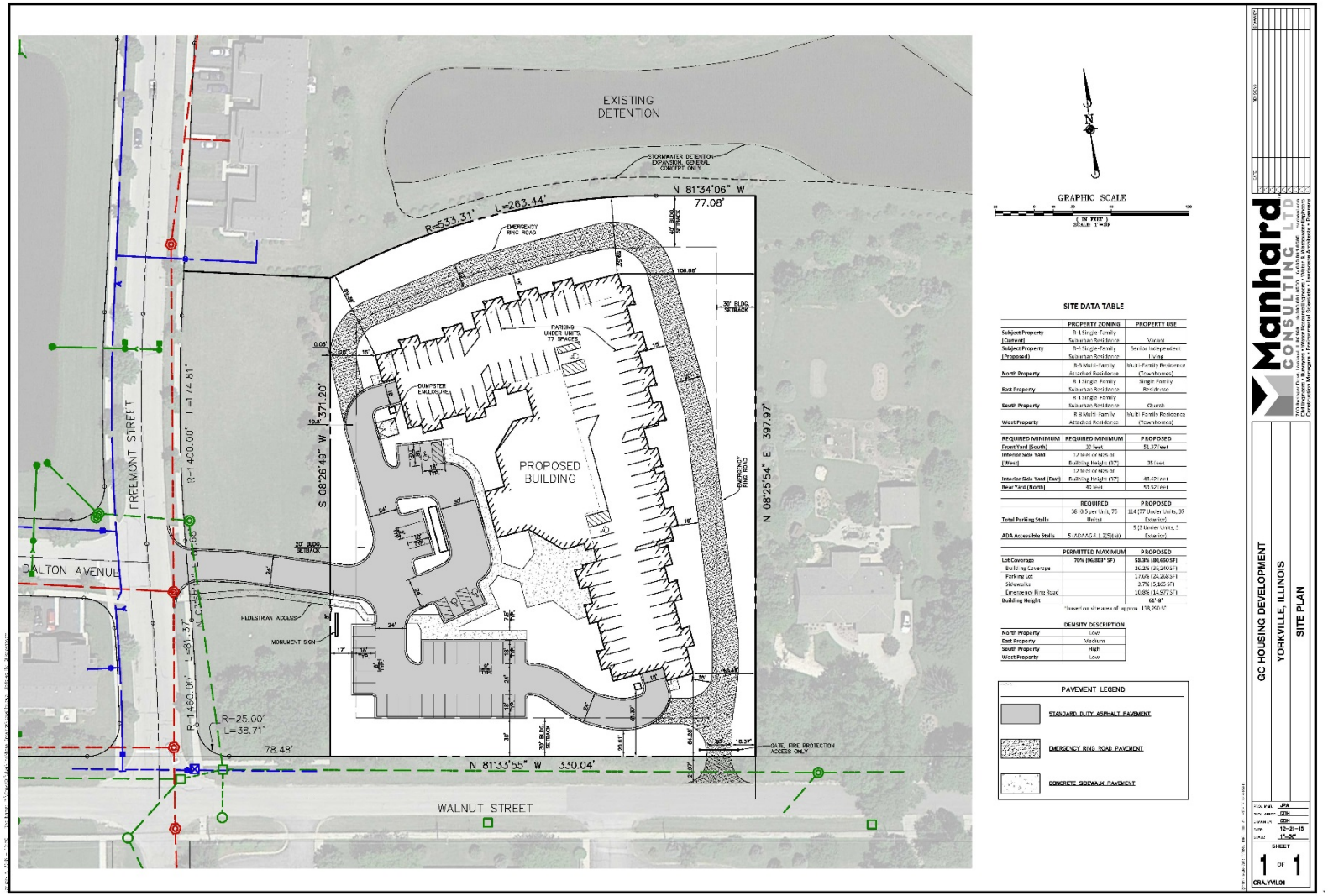
Unit Amenities

- Designer-Appointed Kitchens
- Range & Refrigerator
- Microwave
- Dishwasher
- Washer & Dryer





Site Plan including Utilities



	PROPERTY ZONING	PROPERTY USE
Subject Property (Current)	R-1 Single-Family Suburban Residence	Vacant
Subject Property (Proposed)	R-5 Single-Family Suburban Residence	Senior Independent Living
North Property	R-5 Multi-Family Attached Residence	Multi-Family Residence (Townhomes)
East Property	R-1 Single-Family Suburban Residence	Single Family Residence
South Property	R-1 Single-Family Suburban Residence	Church
West Property	R-5 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 40% of Building Height (37')	35 feet
Interior Side Yard (East)	Building Height (37')	48.42 feet
Rear Yard (North)	40 feet	93.92 feet

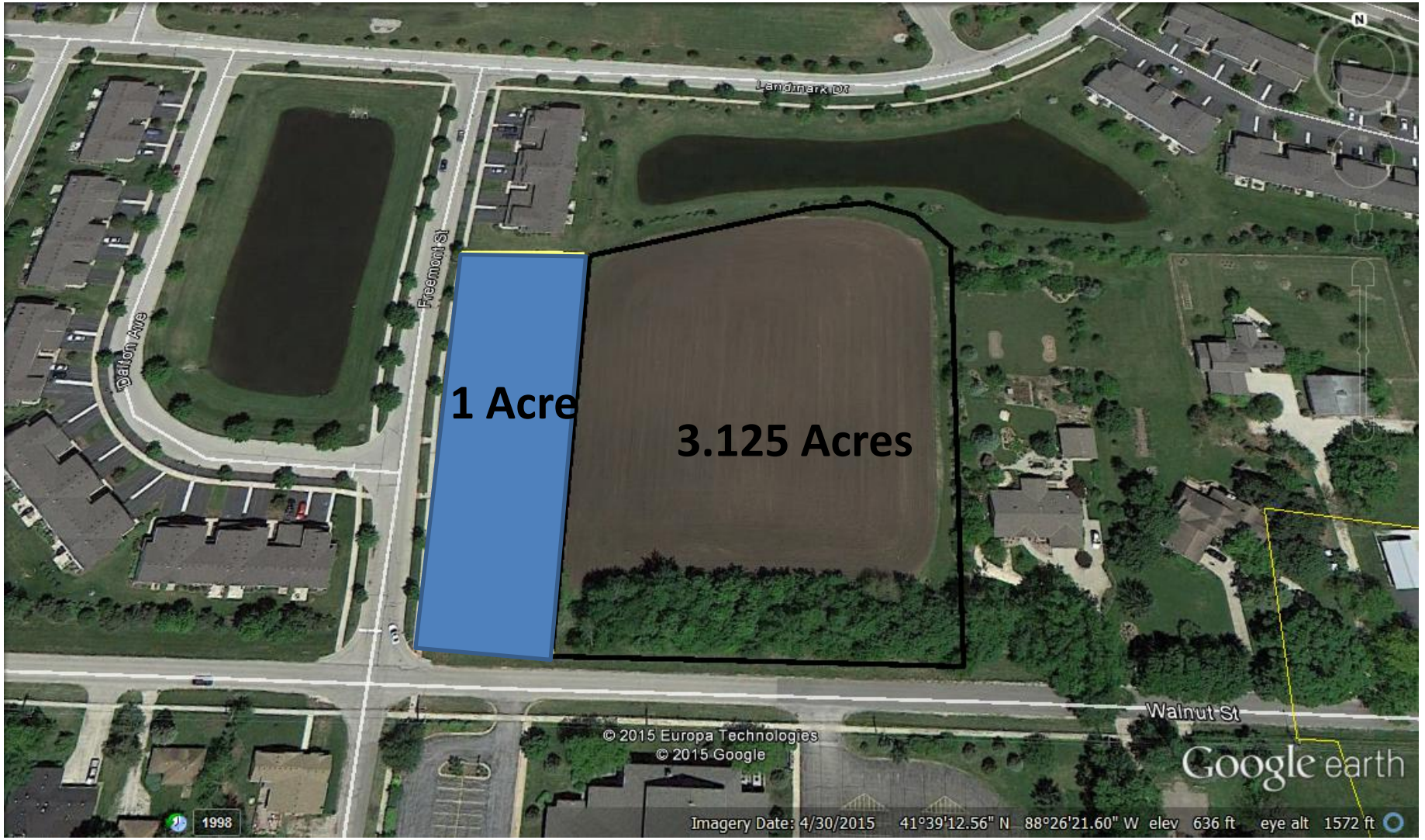
	REQUIRED	PROPOSED
Total Parking Stalls	3810 Spaces Unit, 75 Units)	114 (77 Under Units, 37 Exterior)
ADA Accessible Stalls	5 (ADAAG § 1.2(5)(a))	5 (3 Under Units, 3 Exterior)

	PERMITTED MAXIMUM	PROPOSED
Lot Coverage	70% (96,888* SF)	58.8% (80,660 SF)
Building Coverage		26.2% (35,240 SF)
Parking Lot		17.6% (24,268 SF)
Sidewalks		3.7% (5,365 SF)
Emergency Ring Road		10.8% (14,977 SF)
Building Height		62'-8"

*based on site area of approx. 138,250 SF

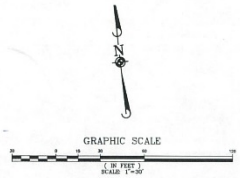
DENSITY DESCRIPTION	
North Property	Low
East Property	Medium
South Property	High
West Property	Low

Aerial View of Property



Current Site Plan





SITE DATA TABLE

	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	Multi-Family Residence (Townhomes)
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 (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% (96,869* SF)	58.3% (80,650 SF)
Building Coverage		26.2% (36,240 SF)
Parking Lot		17.8% (24,268 SF)
Sidewalks		3.7% (5,365 SF)
Emergency Ring Road		10.8% (14,977 LF)
Building Height		65'-9"

*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

HOOKER DE JONG Architects & Engineers
101 Morris Avenue Studio Suite 102
Muskegon, MI 49440
P 231 722 1207
F 231 722 2899

ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

Project Number	
ISSUANCES	
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REVISIONS

A1.4

Anthony Place
Yorkville, IL



S/W ENTRANCE CORNER
PERSPECTIVE



N/W CORNER PERSPECTIVE

Estimated Traffic Impact

Table 1
ESTIMATED PEAK HOUR TRAFFIC VOLUMES

	Weekday A.M. Peak Hour		Weekday P.M. Peak Hour		Weekday Daily (24-Hour)	
Land-Use	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

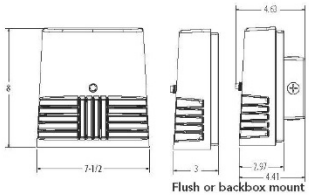
Hit the Tab key or mouse over the page to see all interactive elements

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" (19 cm)
Height: 8" (20.3 cm)
Depth: 3" (7.62 cm)
Weight: 5 lbs (2.27kg)



Flush or backbox mount

Ordering Information

EXAMPLE: OLWX1 LED 20W 50K

OLWX1 LED

Series	Performance Package	Color Temperature	Voltage	Controls	Finish
OLWX1 LED	T3W 13 watts 20W 20 watts 40W 40 watts	40K 4000 K[1] 50K 5000 K	(blank) MVOLT[2] 120 120V[3] 347 347V	(blank) None PE 120V button photocell[1,2]	(blank) Dark bronze

Accessories

Ordered and shipped separately.

OLWX1TS Slipfitter – size 1
OLWX1YK Yoke – size 1
OLWX1THK Knuckle – size 1

NOTES
1 Not available with 347V option.
2 MVOLT driver operates on any line voltage from 120-277V (50/60Hz).
3 Specify 120V when ordering with photocell (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 flood lighting.

CONSTRUCTION
Rugged 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 (IP65).

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
Light engine consists of 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 (L73/100,000 hours at 25ºC). Electronic drivers have a power factor >90% and THD <20% and a minimum 2.5kV surge rating. Flood light mounting accessories include an additional 6kV 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 five 1/2" threaded conduit entry hubs. Flood light mounting accessories (sold separately) include knuckle, integral slipfitter and yoke mounting options. Each flood mount accessory comes with a top visor and vandal guard. Luminaire 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 -40º C minimum ambient. Tested in accordance with IESNA LM-79 and LM-80 standards. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

WARRANTY
Five-year limited warranty. Full warranty terms located at www.acuitybrands.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 25ºC. Specifications subject to change without notice.

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D-Series Size 0
LED Area Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements

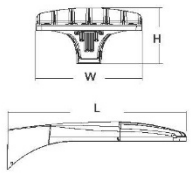
Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 65% and expected service life of over 100,000 hours.

Specifications

EPA: 0.8 ft² (.07 m²)
Length: 26" (66.0 cm)
Width: 13" (33.0 cm)
Height: 7" (17.8 cm)
Weight (max): 16 lbs (7.2 kg)



Ordering Information

EXAMPLE: DSX0 LED 40C 1000 40K T3M MVOLT SPA DDBXD

DSX0 LED

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** 20C 20 LEDs (one engine) 40C 40 LEDs (two engines) **Rotated optics**[1] 30C 30 LEDs (one engine)	530 530 mA 700 700 mA 1000 1000 mA (1 A)[2]	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted[2]	T1S Type I short T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium TSVS Type V very short TSS Type V short TSM Type V medium TSW Type V wide	MVOLT[4] 120[4] 208[4] 240[4] 277[4] 347[5] 480[5]	**Shipped included** SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor[6] RPUMBA Round pole universal mounting adaptor[6] **Shipped separately**[7] KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)

Control options		Other options	Finish (required)
Shipped installed PER NEMA twist-lock receptacle only (no controls)[8] PER5 Five-wire receptacle only (no controls)[8,9] PER7 Seven-wire receptacle only (no controls)[8,9] DMG 0-10V dimming driver (no controls)[10] DCR Dimmable and controllable via ROAM® (no controls)[11] PIR Motion/Ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[12] PIRH Motion/Ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[12] PIR1FC3V Motion/Ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[12] PIRH1FC3V Motion/Ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[12] BL30 Bi-level switched dimming, 30% [13,14] BL50 Bi-level switched dimming, 50% [13,14] PNMTDD3 Part night, dim till dawn[15] PNMTSD3 Part night, dim 5 hrs[15] PNMT6D3 Part night, dim 6 hrs[15] PNMT7D3 Part night, dim 7 hrs[15]	**Shipped installed** HS House-side shield[16] SF Single fuse (120, 277, 347V)[17] DF Double fuse (208, 240, 480V)[17] L90 Left rotated optics[3] R90 Right rotated optics[3] DDL Diffused drop lens[16]	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

Accessories

Ordered and shipped separately.

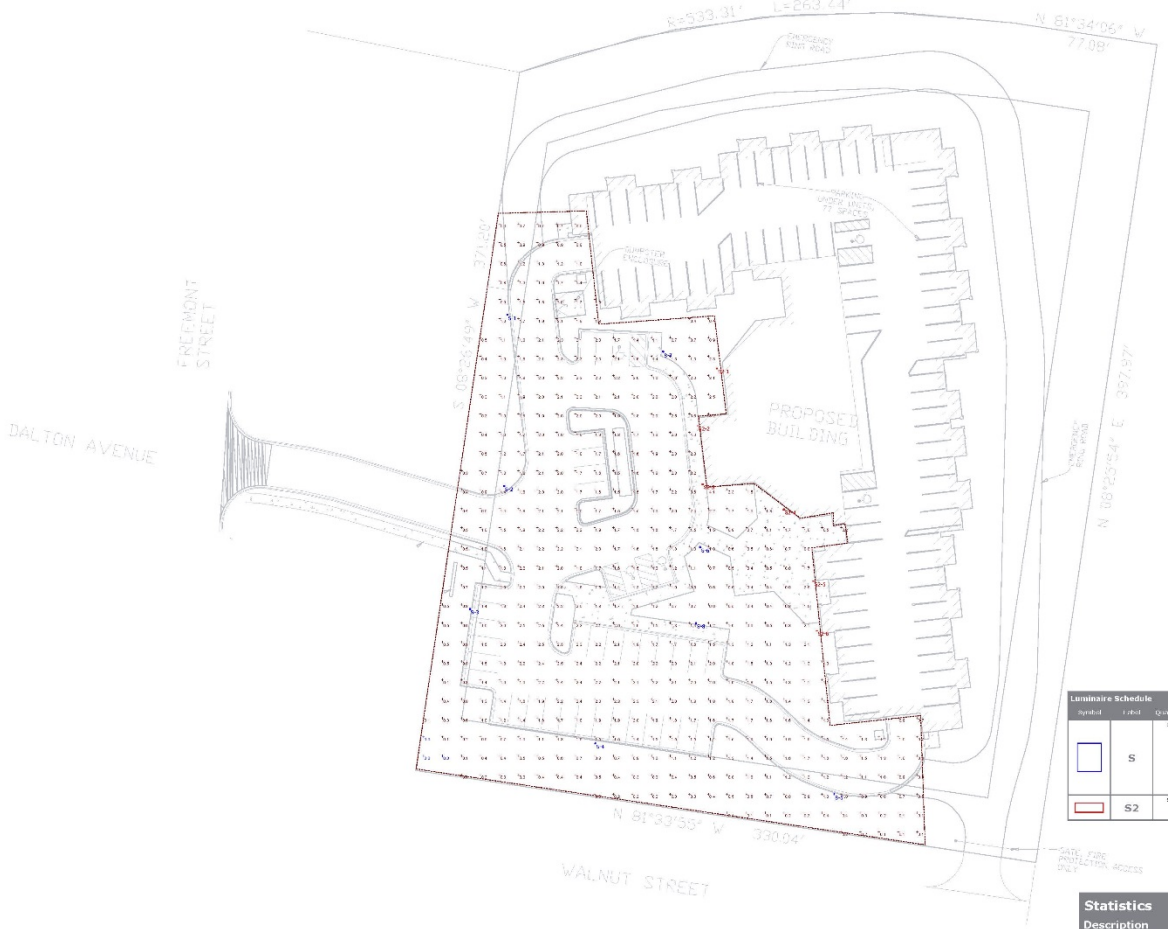
DLL127F 1.5 JU Photocell - SSL twist-lock (120-277V)[9]
DLL347F 1.5 CEL JU Photocell - SSL twist-lock (347V)[9]
DLL480F 1.5 CEL JU Photocell - SSL twist-lock (480V)[9]
SF U Shorting cap[9]
DSHS/SC0 U House-side shield for 20 LED unit[16]
DSHS/SC1 U House-side shield for 30 LED unit[16]
DSHS/SC2 U House-side shield for 40 LED unit[16]
DSHSQC U Diffused drop lens (polycarbonate)[16]
PUMBA DDBXD U[6] Square and round pole universal mount adaptor (specify finish)
KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[7]

For more control options, visit DTL and ROAM® online.

NOTES
1 30 LEDs (30C option) and rotated options (L90 or R90) only available together.
2 1000mA not available with AMBPC.
3 AMBPC only available with 530mA or 700mA.
4 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120V, 208V, 240V or 277V options only when ordering with fusing (SF, DF options).
5 Not available with single board, 530mA product (20C 530 or 30C 530). Not available with BL30, BL50 or PNMT options.
6 Available as a separate combination accessory: PUMBA (finish) U; 1.5 G vibration load rating per ANSI C136.31.
7 Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
8 Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories.
9 NEMA® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR.
10 DMG option for 347V or 480V requires 1000mA.
11 Specifies a ROAM® enabled luminaire with 0-10V dimming capability. PER option required. Additional hardware and services required for ROAM® deployment; must be purchased separately. Call 1-800-442-6745 or email sales@roamservices.net. N/A with PER5, PER7, BL30, BL50 or PNMT options.
12 PIR and PIR1FC3V specify the SensorSwitch SBGR-10-DDP control; PIRH and PIRH1FC3V specify the SensorSwitch SBGR-6-DDP control; see Motion Sensor Guide for details. Dimming driver standard. Not available with PER5 or PER7. Ambient sensor disabled when ordered with DCR. Separate on/off required.
13 Requires an additional switched circuit.
14 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, PER5, PER7 or PNMT options.
15 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, PER5, PER7, BL30 or BL50.
16 Also available as a separate accessory; see Accessories information.
17 Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
18 Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.

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Photometric Plan



Plan View
Scale: 1" = 30'

Luminaire Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	S	6	[illegible]	[illegible]	[illegible]	LED	1	[illegible]	9975.663	0.95	130.17
	S2	5	[illegible]	[illegible]	[illegible]	LED	1	[illegible]	16482.749	0.95	215.22

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Southwest Parking	+	1.4 fc	4.1 fc	0.0 fc	N/A	N/A

YORKVILLE APARTMENT COMPLEX
SITE LIGHTING PLAN
YORKVILLE, ILLINOIS

Designer
DJB
Date
12/11/2015
Scale
1" = 30'-0"
Drawing No.
LSL-1
Summary

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,

B. Nielsen

Barbara Nielsen

[redacted]

Cc: Carlo Colosimo

Gmail by Google

Chris Funkhouser <funkhouser.ward3@gmail.com>

Walnut St Senior Apartments

1 message

Benjamin H Moe <[redacted]> Wed, Jan 6, 2016 at 2:37 PM
To: Funkhouser.ward3@gmail.com

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

[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

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

Memorandum

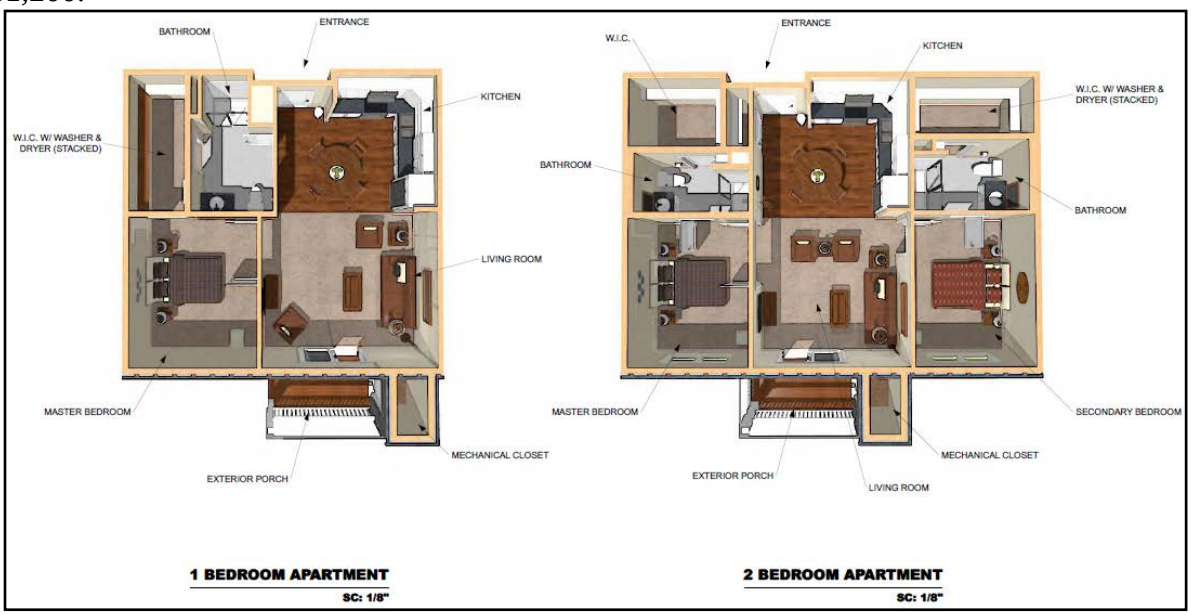
To: Plan Commission
From: Chris Heinen, Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: January 6, 2016
Subject: **PC 2015-16 – Senior Independent Living Facility (Rezoning) – NEC of Walnut and Freeman**

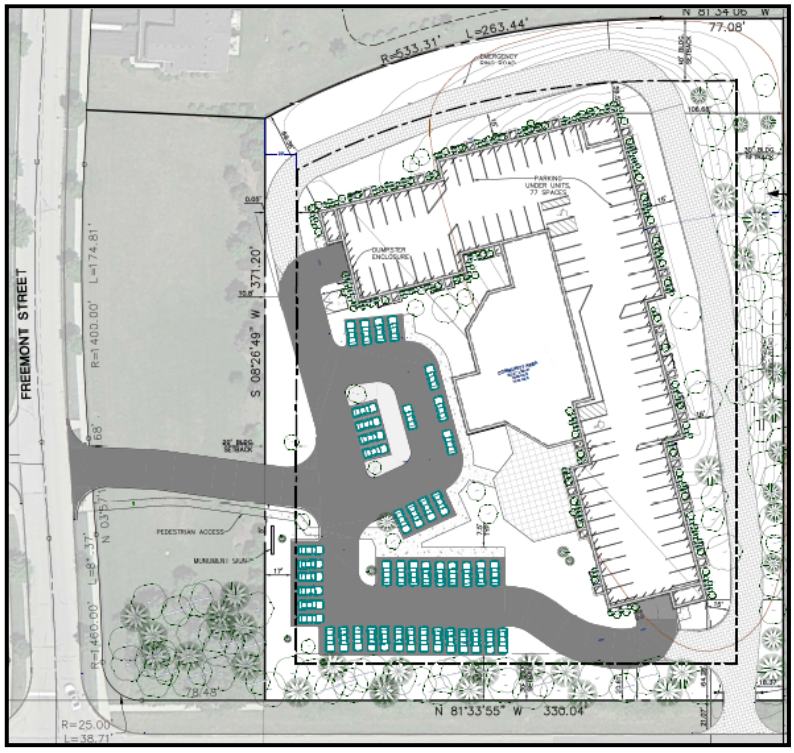
Background & Request:

The petitioner, 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 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 proposed development will be eligible for occupancy by residents in the 30%-60% of Yorkville's adjusted income levels. Ten percent (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.

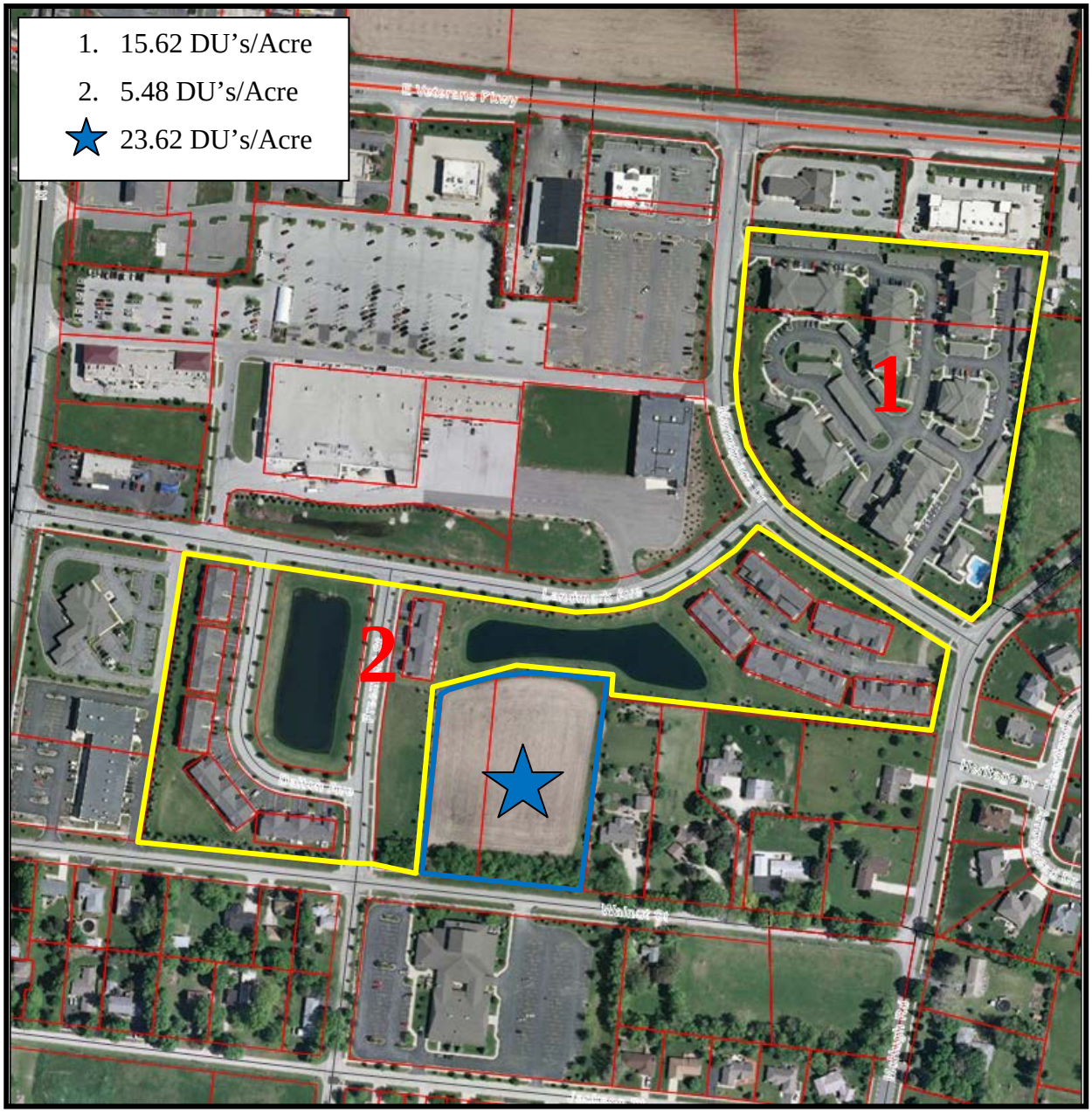




The building will be in an "L" shaped configuration and will be constructed along the eastern and northern property lines. A common area will be part of the building which will house a fitness room, community room, craft room and several other amenities for the residences of the building. The parking 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 4 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. Details of the sign will be reviewed at time of permit and will need to adhere to the current sign ordinance.

SURROUNDING DENSITIES:



The subject development (indicated in blue) 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 petitioner has filed an application for a variance from this regulation to increase the overall density to 24 dwelling units per acre. This petition had a public hearing at the regularly scheduled Zoning Board of Appeals meeting on January 6, 2016.

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:

The City's Comprehensive Plan Update 2008 had designated this parcel as "Traditional Neighborhood" which is intended primarily for single-family detached residences, "preserving the existing unique residential neighborhoods in the developed core of the City." Future development was envisioned to be in the form of redevelopment of existing sites. It should be noted that a majority of these land uses are located in or around the downtown area. 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

AMENDMENT CRITERIA:

Section 10-4-10B of the City's Zoning Ordinance establishes standards for proposed amendment requests. Where the purpose and effect of the proposed amendment are to change the zoning classification of a particular property, the plan commission shall make findings based upon the evidence presented to it in each specific case with respect to the following matters:

1. The existing uses and zoning of nearby property.
2. The extent to which the property values are diminished by the particular zoning restrictions.
3. The extent to which the destruction of property values of plaintiff promotes the health, safety, morals or general welfare of the public.

4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
5. The suitability of the subject property for the zoned purposes.
6. 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.
7. The community need for the purposed use.
8. The care to which the community has undertaken to plan its land use development.

The applicant has provided written responses to these amendment standards as part of their application and requests inclusion of those responses into the public record at the January 13, 2016 Plan Commission meeting.

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.

STAFF COMMENTS:

Staff has requested that the building be rotated 180 degrees so that the rear of the building would face Freemont Street. This would create a larger buffer to the residences to the east of the property. The City Administrator will be providing additional information regarding the non-planning issues that will need to be addressed as part of this development and will be heard at a regularly scheduled City Council meeting. This proposed rezoning and variance was discussed at Plan Council on November 19, 2015 and the comments listed at that meeting are attached. Additionally, a public hearing was scheduled on January 6, 2016 before the Zoning Board of Appeals for the maximum density variance. A recommendation will be forwarded to the City Council for consideration at the January 26, 2016 regularly scheduled meeting. A recommendation from the Plan Commission will be forwarded to the City Council for consideration at the January 26, 2016 regularly scheduled meeting.

Staff will be available to answer any question the Plan Commission may have at Wednesday night's meeting.

PROPOSED MOTION FOR VARIANCE:

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 and further subject to {insert any additional conditions of the Plan Commission}…

Attachments:

1. Copy of Petitioner's Applications for Rezoning 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. Correspondence from public.
9. Copy of Public Notice.



S/W ENTRANCE CORNER PERSPECTIVE



N/W CORNER PERSPECTIVE

Plan Commission Plans

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

Plan Commission Plans

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ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX

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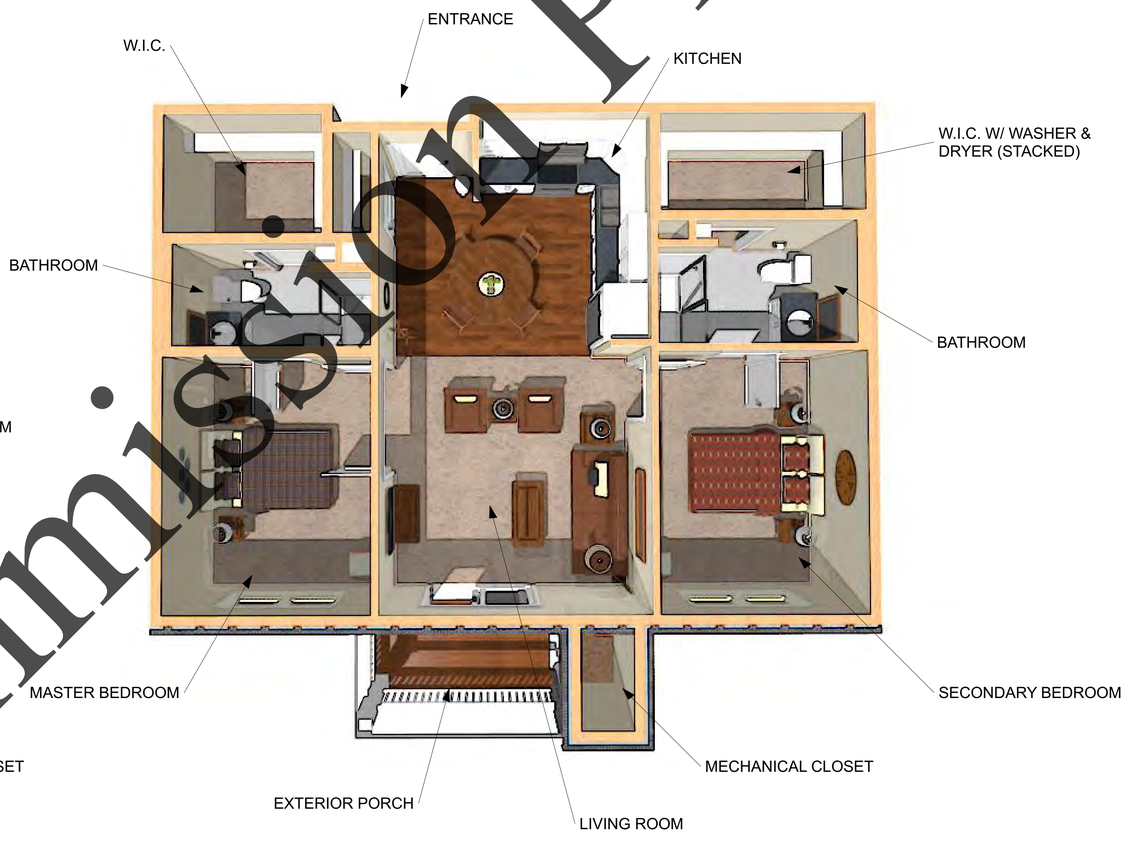
REVISIONS

A1.2



1 BEDROOM APARTMENT

SC: 1/8"



2 BEDROOM APARTMENT

SC: 1/8"

Plan Commission

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ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

Project Number

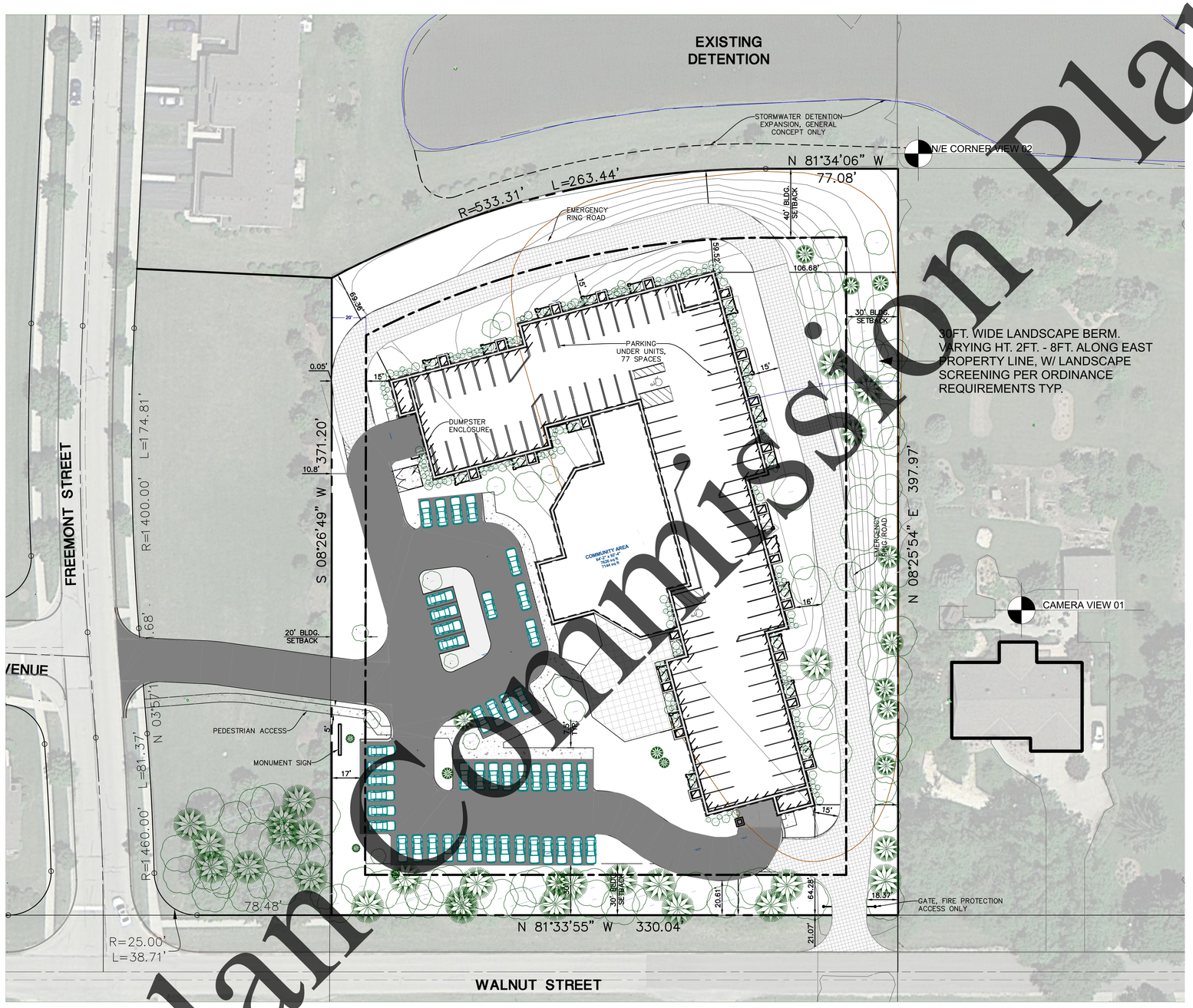
ISSUANCES

10/23/2015	+	SCHEMATIC DESIGN REVIEW
10/28/2015	+	FOR ZONING REVIEW
12/10/2015	+	REVISED FOR ZONING REVIEW

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REVISIONS

A1.3



30FT. WIDE LANDSCAPE BERM. VARYING HT. 2FT. - 8FT. ALONG EAST PROPERTY LINE, W/ LANDSCAPE SCREENING PER ORDINANCE REQUIREMENTS TYP.

Plan Commission Plans

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
SCALE: 1"=30'

SITE DATA TABLE

	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	Multi-Family Residence (Townhomes)
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 (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

N

PROPOSED SITE PLAN

SC: 1/60"

H
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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

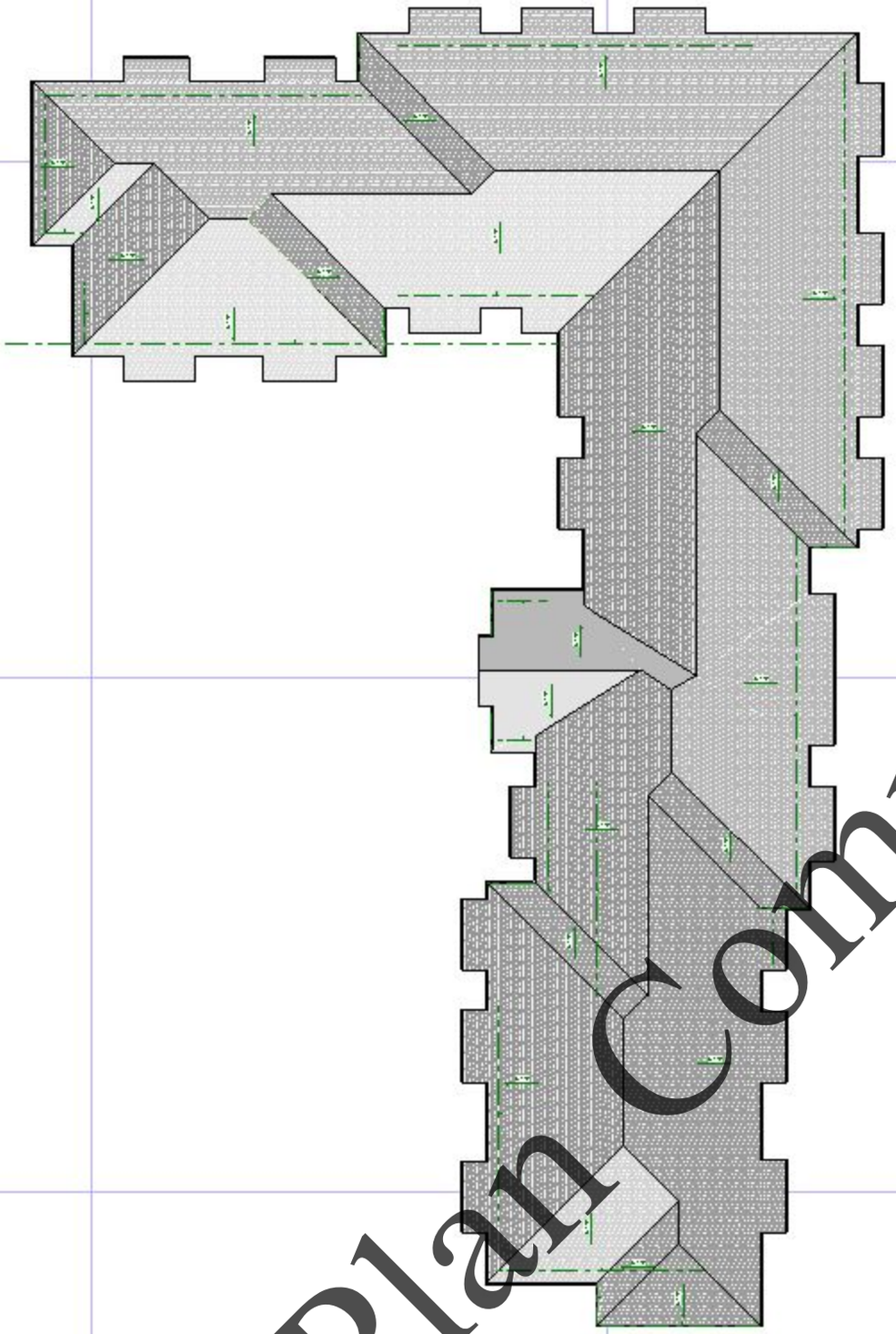
10/28/2015 + FOR ZONING REVIEW

12/10/2015 + REVISED FOR ZONING REVIEW

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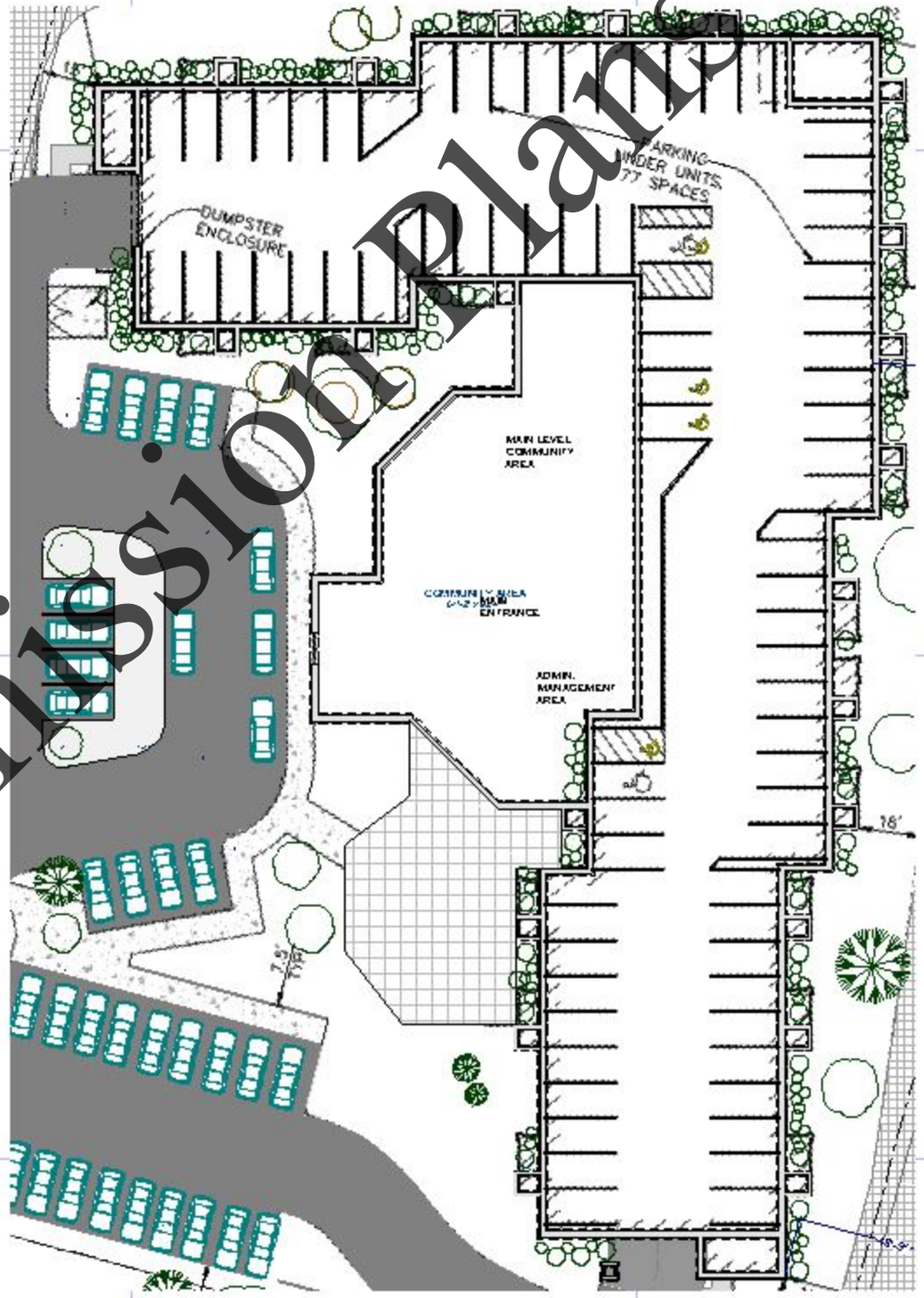
REVISIONS

A1.4



ROOF PLAN

SC: 1/16"



PARKING LEVEL FLOOR PLAN

SC: 1/16"

H

DJ

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Architects & Engineers
150 Morris Avenue
Studio Suite 100
Muskegon, MI 49440
P 231 722 1991
F 231 722 1999

ZONING REVIEW SET
YORKVILLE, ILLINOIS

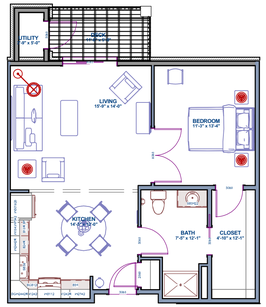
YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

10/23/2018	SCHEMATIC DESIGN REVIEW
10/26/2018	FOR ZONING REVIEW
12/10/2018	REVISED FOR ZONING REVIEW

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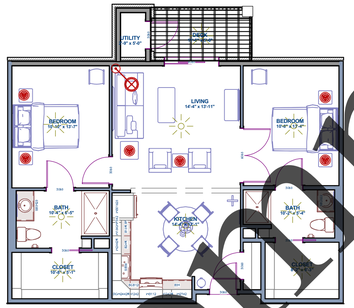
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Plan Commission Plans



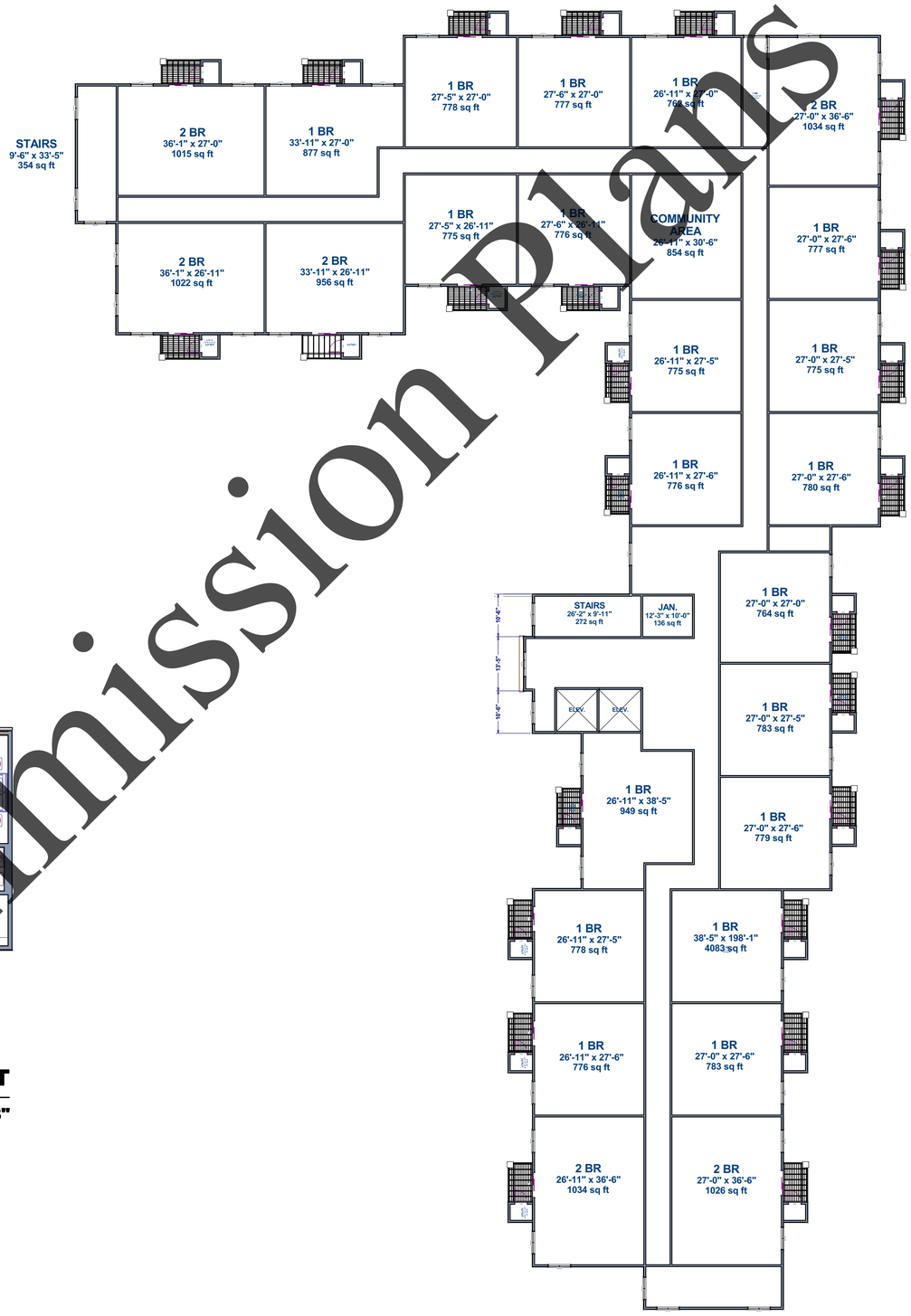
1 BEDROOM APARTMENT

SC: 1/8"



2 BEDROOM APARTMENT

SC: 1/8"



FLOOR PLAN LEVELS 2-4

SC: 1/16"

Plan Commission

H
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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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REVISIONS

A1.6



WEST ELEVATION

SC: 3/32"



SOUTH ELEVATION

SC: 3/32"

Plan Commission Review

H
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EAST ELEVATION

SC: 3/32"



NORTH ELEVATION

SC: 3/32"

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VIEW FROM N/E CORNER OF ADJACENT PROPERTY



SOLAR ANGLE CROSS SECTION STUDY

SC: 1/16"

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S/W BIRD'S EYE PERSPECTIVE



S/E BIRD'S EYE PERSPECTIVE

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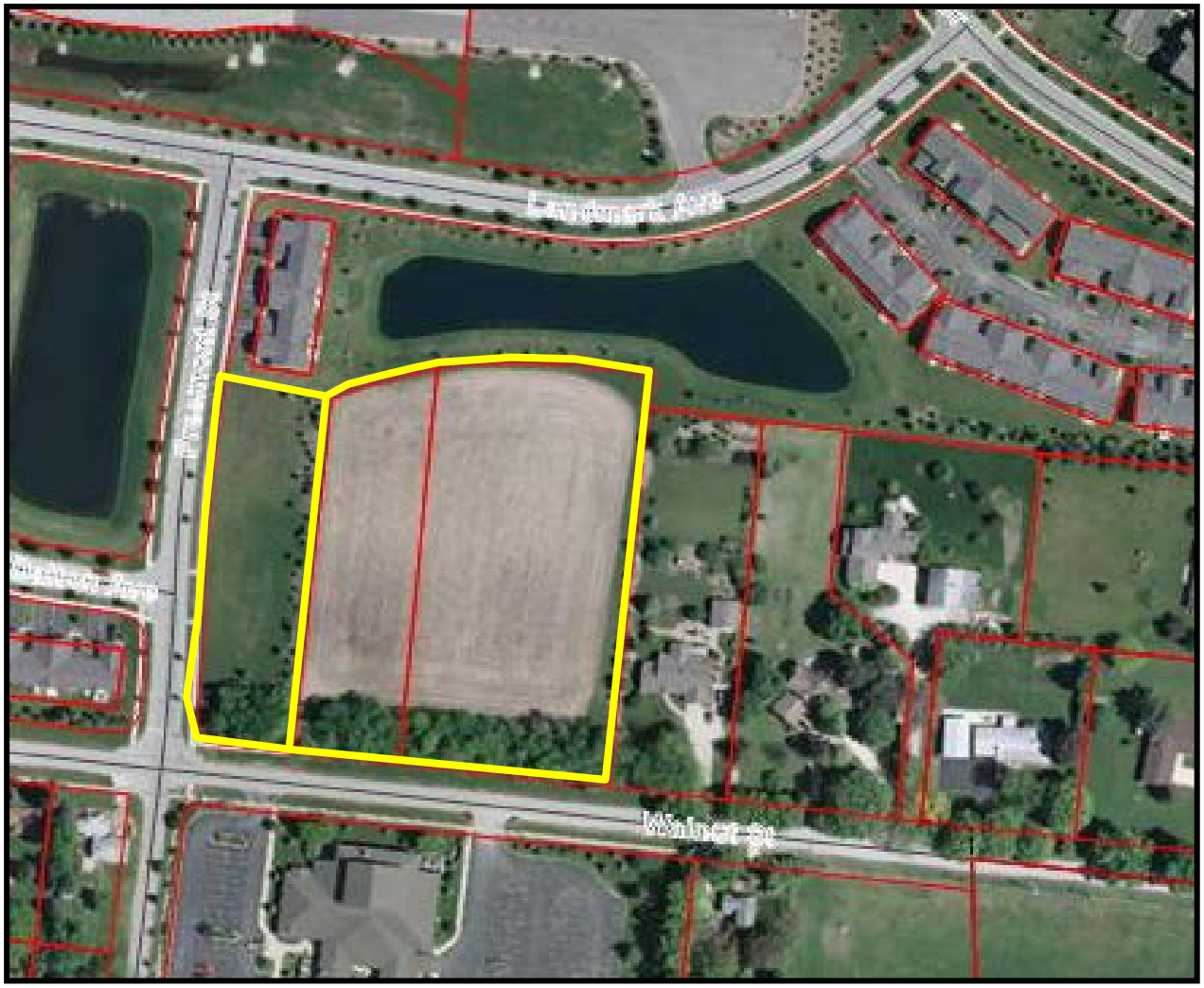
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Memorandum

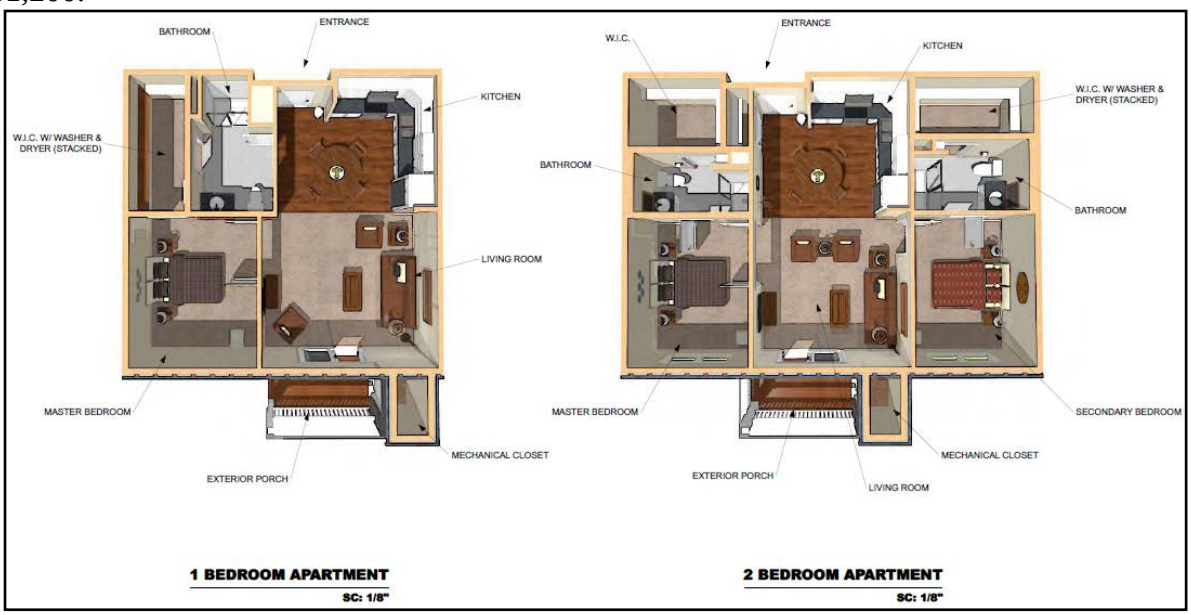
To: Zoning Board of Appeals
From: Chris Heinen, Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: December 29, 2015
Subject: **ZBA 2015-06 – Senior Independent Living Facility (Variance) – NEC of Walnut and Freeman**

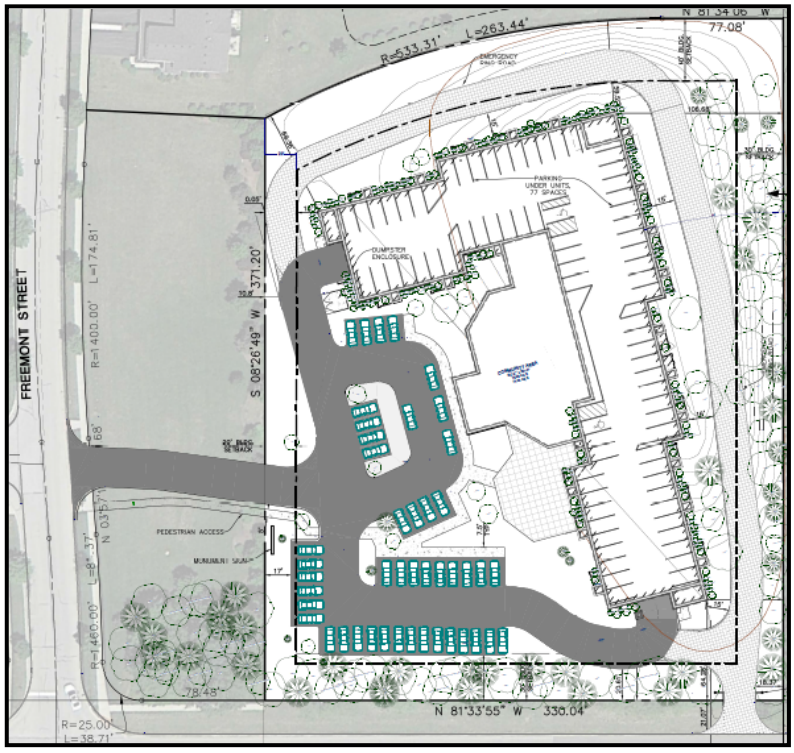
Background & Request:

The petitioner, 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 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 proposed development will be eligible for occupancy by residents in the 30%-60% of Yorkville's adjusted income levels. Ten percent (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.

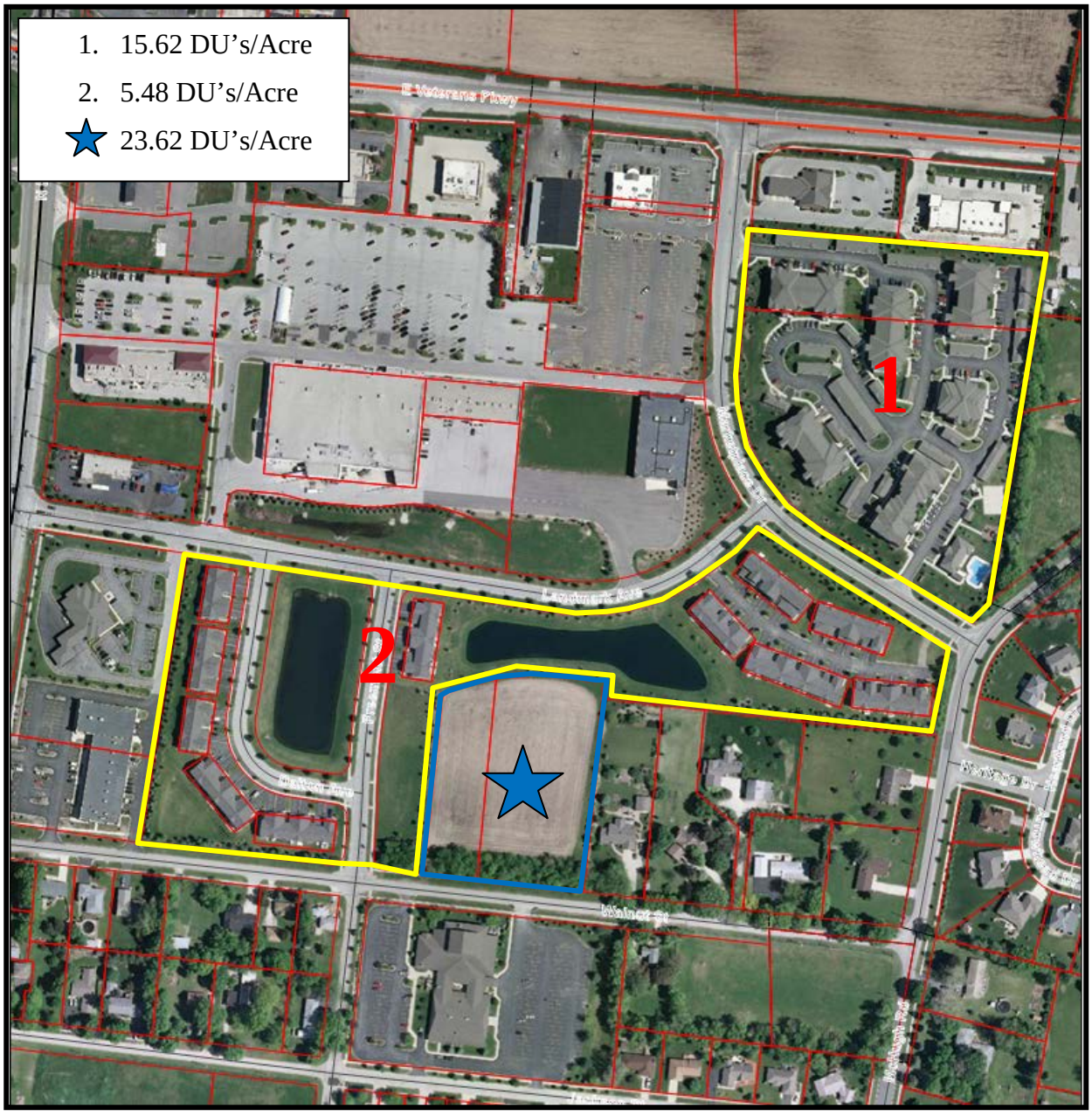




The building will be in an "L" shaped configuration and will be constructed along the eastern and northern property lines. A common area will be part of the building which will house a fitness room, community room, craft room and several other amenities for the residences of the building. The parking 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 4 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. Details of the sign will be reviewed at time of permit and will need to adhere to the current sign ordinance.

SURROUNDING DENSITIES:



The subject development (indicated in blue) 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 petitioner has filed an application for a variance from this regulation to increase the overall density to 24 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:

The City's Comprehensive Plan Update 2008 had designated this parcel as "Traditional Neighborhood" which is intended primarily for single-family detached residences, "preserving the existing unique residential neighborhoods in the developed core of the City." Future development was envisioned to be in the form of redevelopment of existing sites. It should be noted that a majority of these land uses are located in or around the downtown area. 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

STANDARDS FOR GRANTING A VARIANCE:

The Zoning Board of Appeals must base its decision to vary, or recommend varying, the Petitioner's request for *maximum density* relief of the Zoning Ordinance regulation upon the following standards (Section 10-4-7-C):

1. Because the particular physical 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 the regulations was carried out.

2. The conditions upon which the petition 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.

3. 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.

4. 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.

5. 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.

The applicant has provided written responses to these variance standards as part of their application and requests inclusion of those responses into the public record at the January 6, 2015 Zoning Board of Appeals meeting.

ZBA ACTION:

Upon closing the hearing, staff requests that the Zoning Board of Appeals make its findings for the maximum density variance based upon each of the standards listed above and evidence provided by the applicant during the public hearing. The purpose of the standards is to help guide you in making your decision. Municipal Code 10-4-7-D outlines occasions when the Zoning Board of Appeals may make a final determination. Maximum Density variations are not covered by this Section; therefore, the ZBA will be making a recommendation to the City Council regarding this variance request.

After making your findings, a recommendation regarding the variance request will then be forwarded to the City Council. Your recommendation may be to approve the requested variance, recommend approval of the requested variance with condition(s), or recommend denial of the requested variance.

VARIANCE 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, the rezoning and variance petitions will become null and void.

STAFF COMMENTS:

Staff has requested that the building be rotated 180 degrees so that the rear of the building would face Freemont Street. This would create a larger buffer to the residences to the east of the property. The City Administrator will be providing additional information regarding the non-

planning issues that will need to be addressed as part of this development and will be heard at a regularly scheduled City Council meeting. This proposed rezoning and variance was discussed at Plan Council on November 19, 2015 and the comments listed at that meeting are attached. Additionally, the petitioner has filed a rezoning petition and a public hearing will be scheduled on January 13, 2016 before the Plan Commission. A recommendation will be forwarded to the City Council for consideration at the January 26, 2016 regularly scheduled meeting.

Staff will be available to answer any question the Zoning Board of Appeals may have at Wednesday night's meeting.

PROPOSED MOTION FOR VARIANCE:

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 and further subject to {insert any additional conditions of the Zoning Board of Appeals}…

Attachments:

1. Copy of Petitioner's Applications for 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. Copy of Public Notice.



S/W ENTRANCE CORNER PERSPECTIVE



N/W CORNER PERSPECTIVE

Plans
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YORKVILLE APARTMENT COMPLEX

GC HOUSING DEVELOPMENT LLC

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EXISTING HEDGE ROW

EAST PROPERTY LINE
LANDSCAPE BERM

S/E CORNER PERSPECTIVE



EAST PROPERTY LINE
LANDSCAPE BERM

N/E CORNER PERSPECTIVE

Plans
ZBA

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YORKVILLE APARTMENT COMPLEX

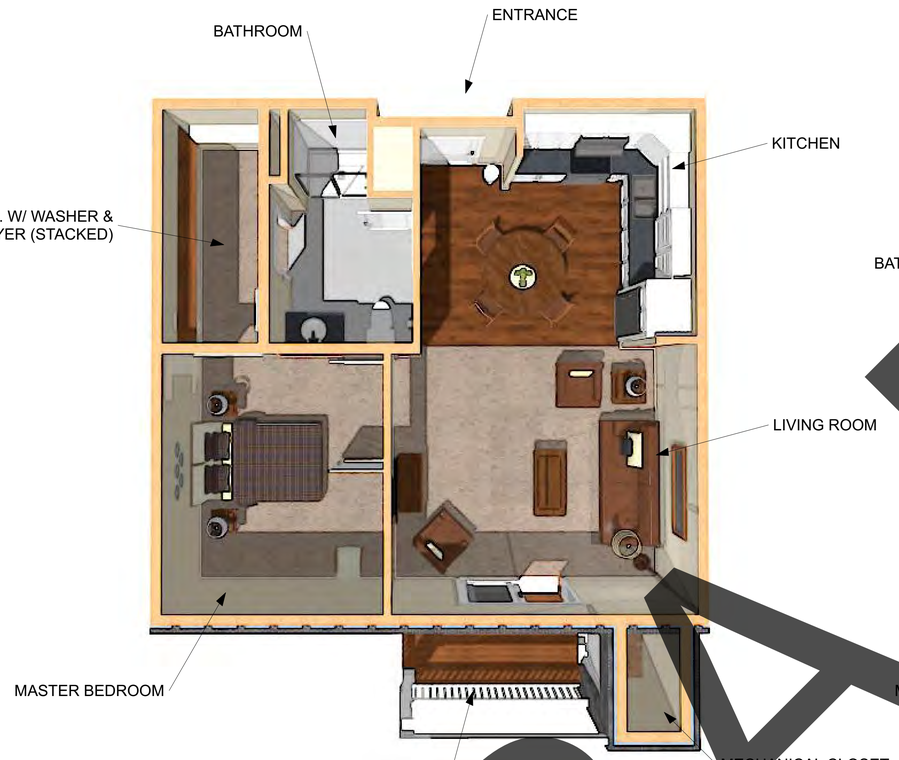
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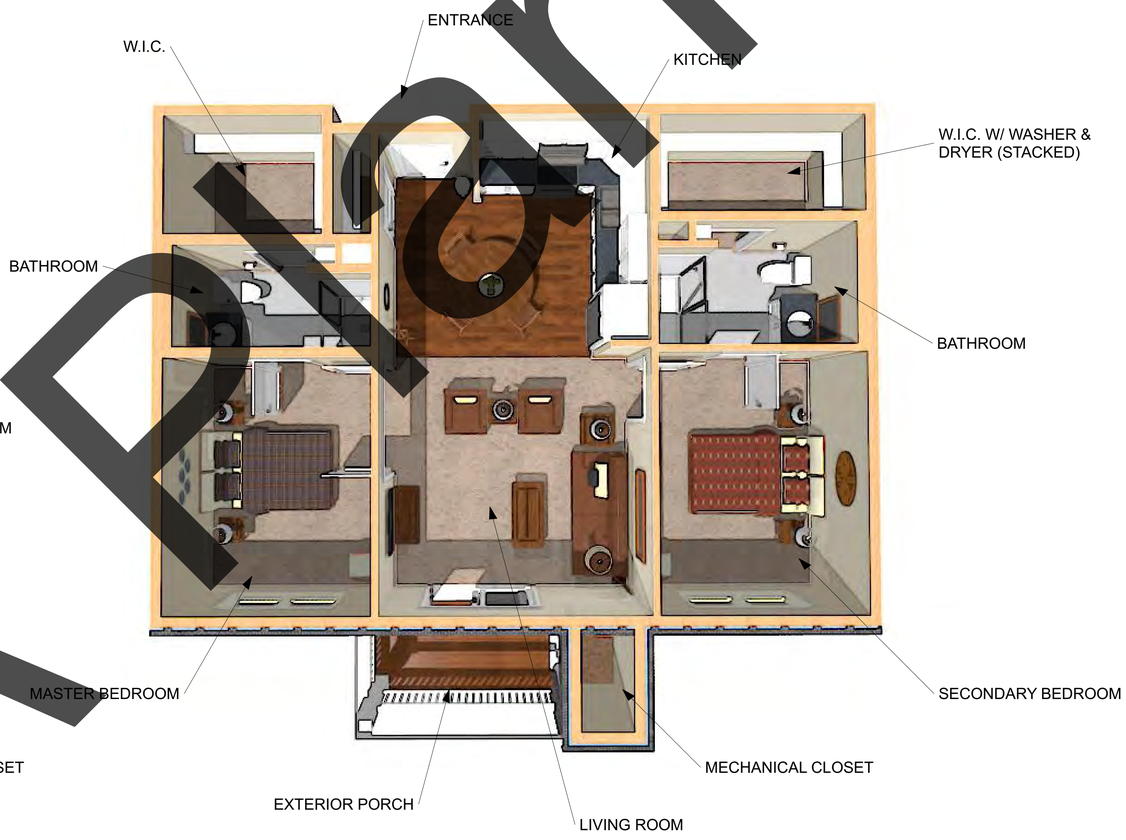
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A1.2



1 BEDROOM APARTMENT

SC: 1/8"



2 BEDROOM APARTMENT

SC: 1/8"

Plans
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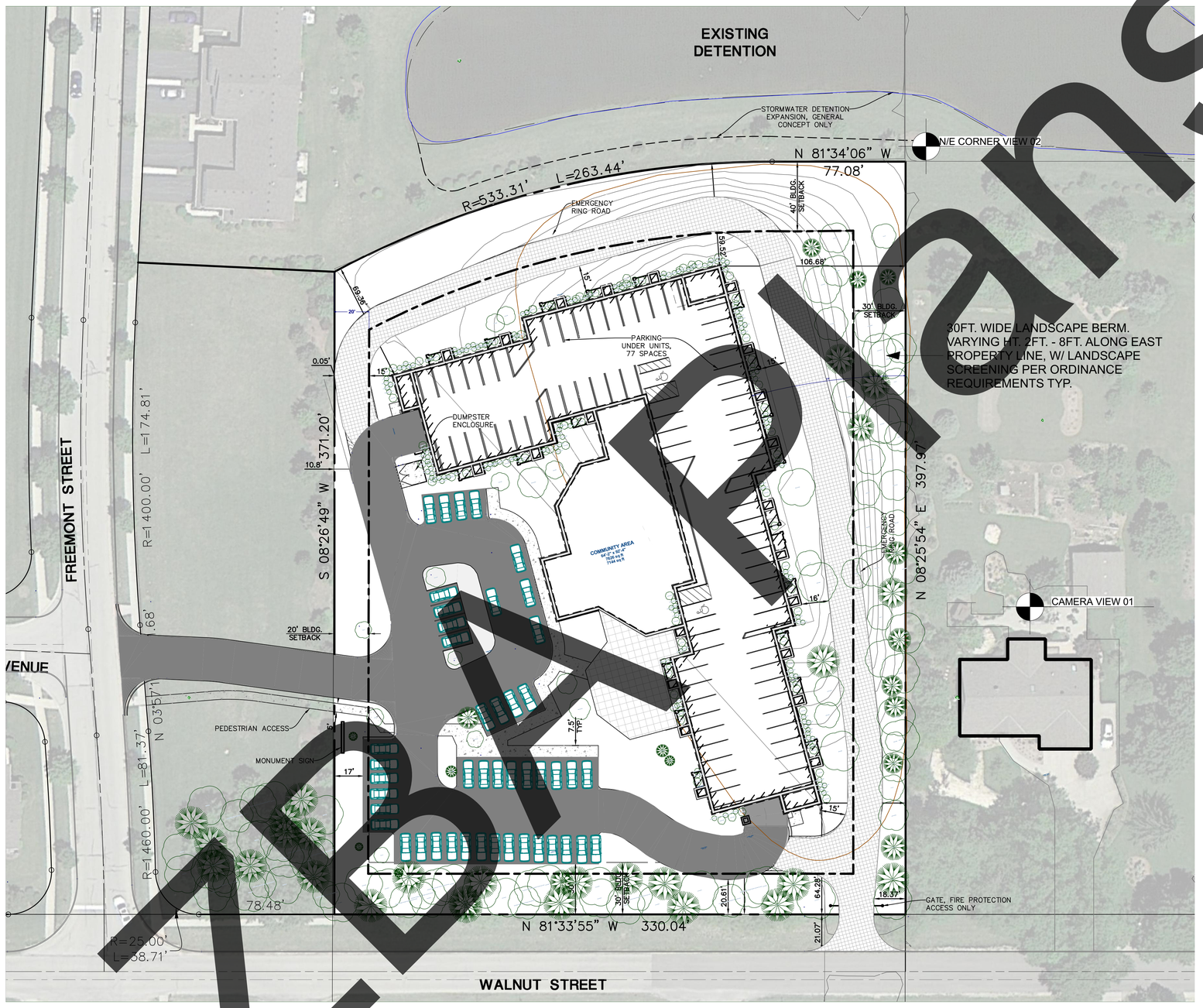
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Plans
TBA

N

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
SCALE: 1"=30'

SITE DATA TABLE

	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	Multi-Family Residence (Townhomes)
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 (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

08-01-15

PAVEMENT LEGEND

STANDARD DUTY ASPHALT PAVEMENT

EMERGENCY RING ROAD PAVEMENT

CONCRETE SIDEWALK PAVEMENT

N

PROPOSED SITE PLAN

SC: 1/60"

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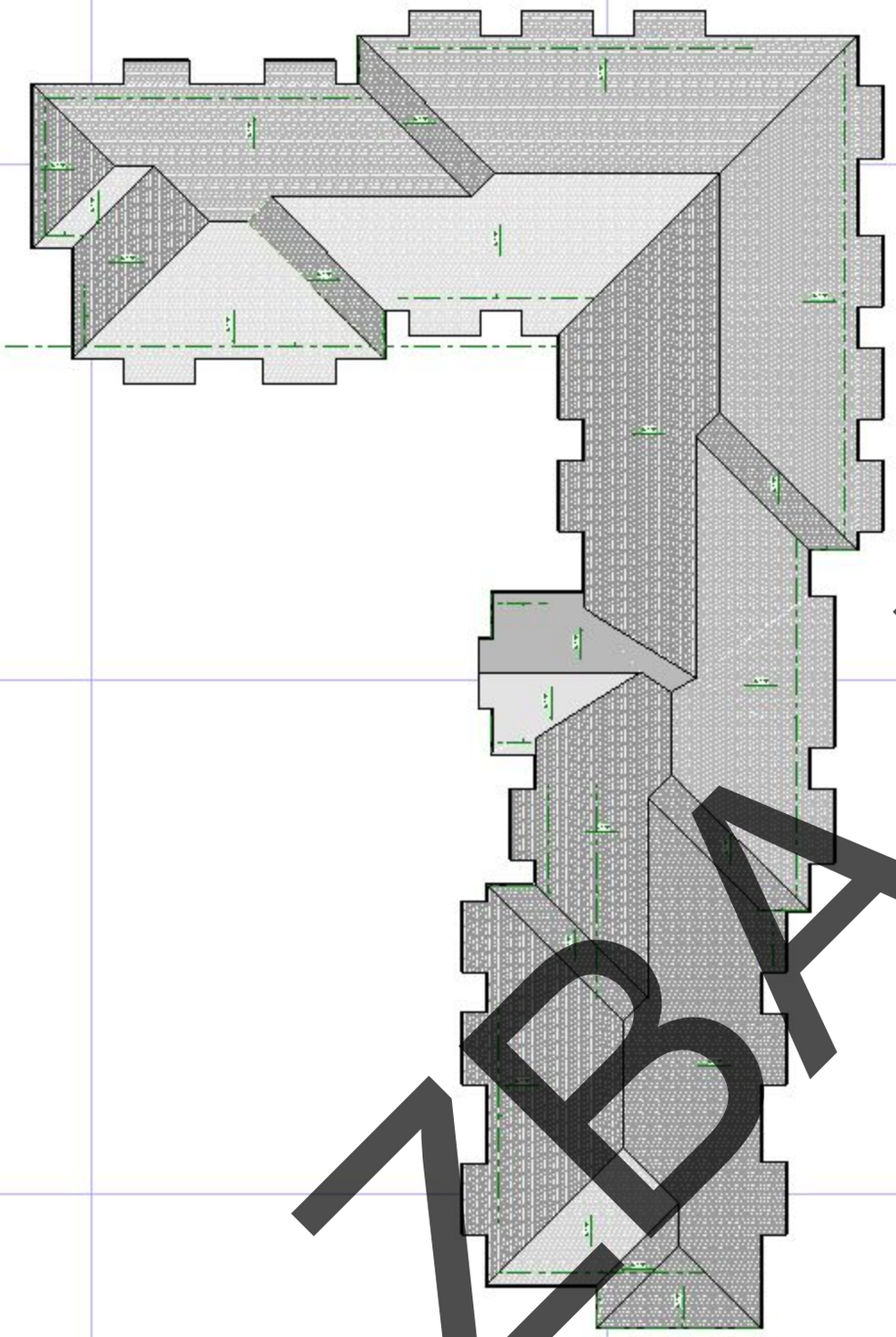
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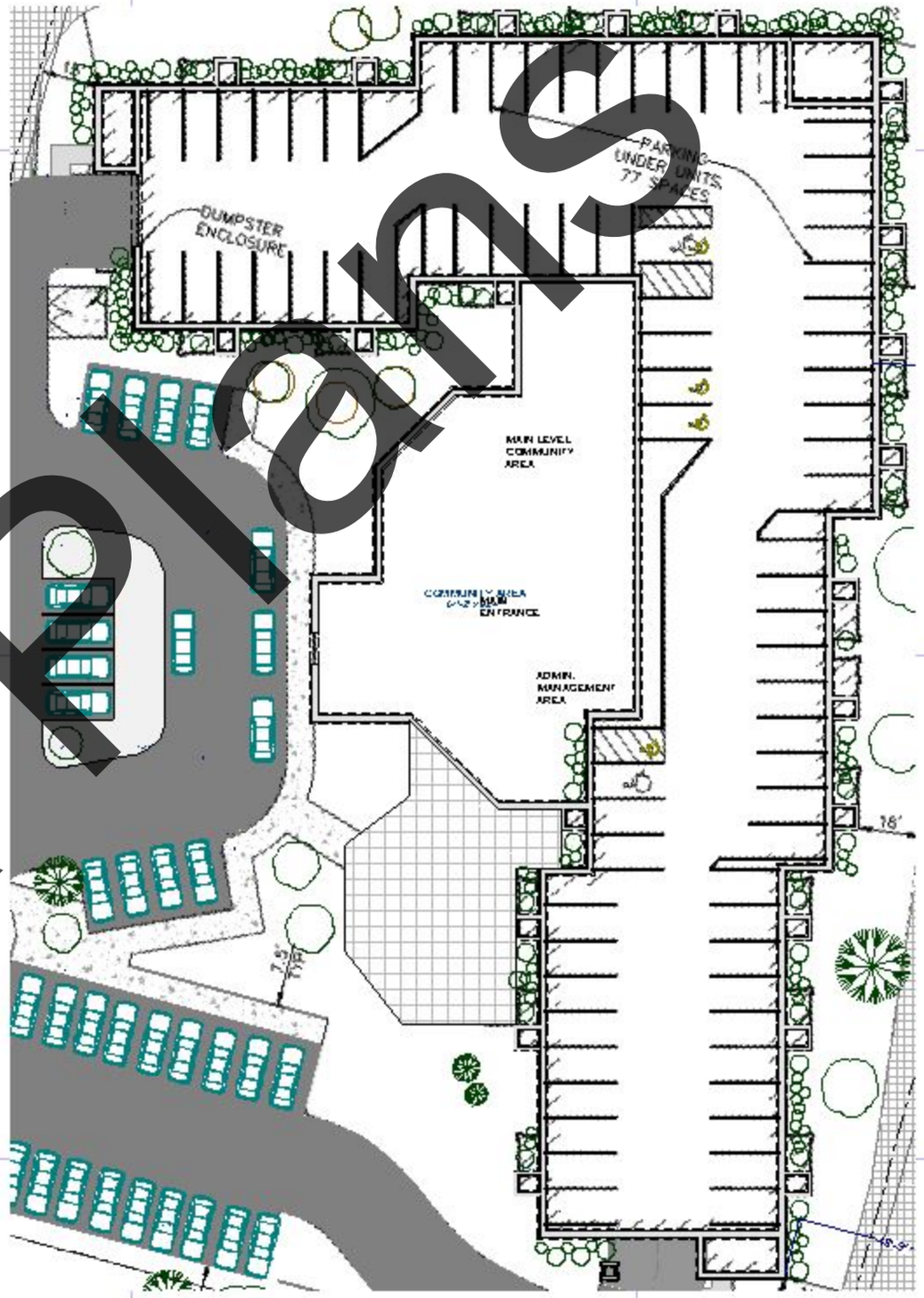
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ROOF PLAN

SC: 1/16"



PARKING LEVEL FLOOR PLAN

SC: 1/16"

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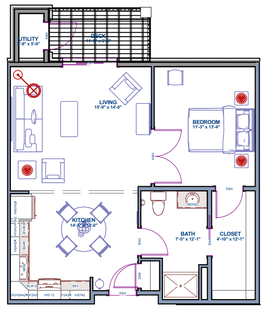
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A1.5



1 BEDROOM APARTMENT

SC: 1/8"



2 BEDROOM APARTMENT

SC: 1/8"



FLOOR PLAN LEVELS 2-4

SC: 1/16"

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WEST ELEVATION

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SOUTH ELEVATION

SC: 3/32"

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EAST ELEVATION

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NORTH ELEVATION

SC: 3/32"

Plan
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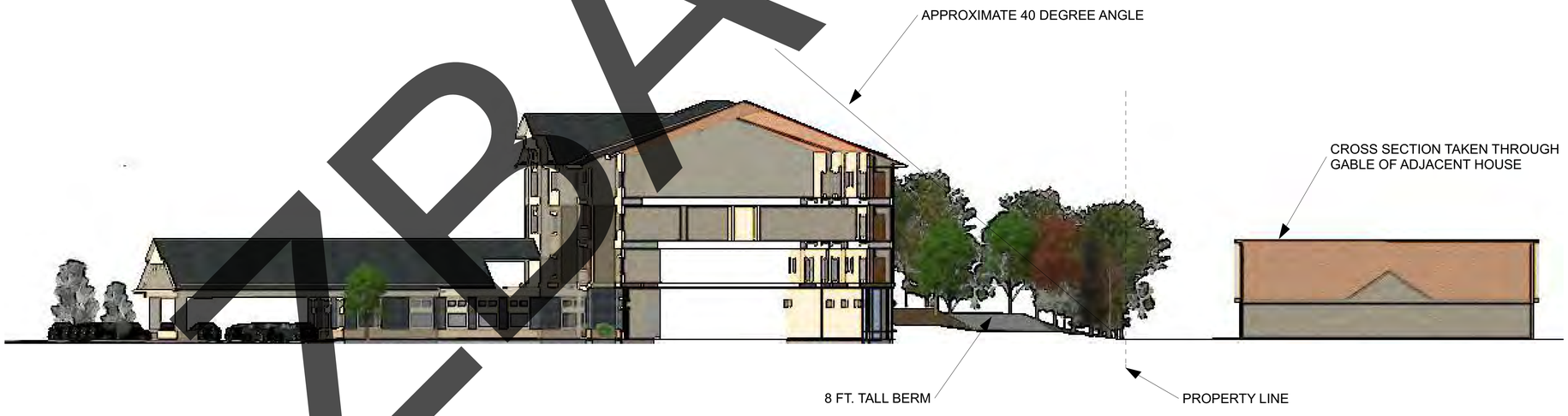
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VIEW FROM N/E CORNER OF
ADJACENT PROPERTY



SOLAR ANGLE CROSS SECTION STUDY

SC: 1/16"

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