

United City of Yorkville

800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-4350

www.yorkville.il.us

AGENDA

ECONOMIC DEVELOPMENT COMMITTEE MEETING

Tuesday, March 1, 2016 6:00 p.m.

City Hall Conference Room 800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: February 2, 2016

New Business:

- 1. EDC 2016-11 Building Permit Report for January 2016
- 2. EDC 2016-12 Building Inspection Report for January 2016
- 3. EDC 2016-13 Property Maintenance Report for January 2016
- 4. EDC 2016-14 Economic Development Update
- 5. EDC 2016-15 Kendall County Intergovernmental Agreement for Building Inspections
- 6. PC 2016-05 Silver Fox Development Rezoning

Old Business:

Additional Business:

2015/2016 City Council Goals – Economic Development Committee			
Goal	Priority	Staff	
"South Side Economic Development"	1	Bart Olson & Krysti Barksdale-Noble	
"Revenue Growth (Industrial/Commercial Incentives)"	2	Bart Olson & Krysti Barksdale-Noble	
"Downtown Planning and Development"		Krysti Barksdale-Noble	
"Comprehensive Plan Update"	15	Krysti Barksdale-Noble	

UNITED CITY OF YORKVILLE

WORKSHEET

ECONOMIC DEVELOPMENT COMMITTEE Tuesday, March 1, 2016 6:00 PM

CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:
MINUTES FOR CORRECTION/APPROVAL:
1. February 2, 2016 Approved As presented With corrections
NEW BUSINESS:
1. EDC 2016-11 Building Permit Report for January 2016
Moved forward to CC consent agenda? Y N
Approved by Committee
Bring back to Committee
☐ Informational Item
Notes

2.	 Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes	anuary 2016 consent agenda?		N
3.	 Moved forward to CC Approved by Committee Bring back to Committee Informational Item	consent agenda?		N
4.	Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes	consent agenda?	Y	N

5.	EDC 2	2016-15 Kendall County Intergove	ernmental Agreement f	or E	Building Inspections
		Moved forward to CC	consent agenda?	Y	N
		Approved by Committee			
		Bring back to Committee			
		Informational Item			
		Notes			
6.	PC 20	16-05 Silver Fox Rezoning			
		Moved forward to CC	consent agenda?	Y	N
		Approved by Committee			
		Bring back to Committee			
		Informational Item			
		Notes			
<u>OI</u>	LD BUS	SINESS:			

ADDITIONAL BUSINESS:		



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Reviewed	1) V

Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

Agenda	Item	Num	beı

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the	e Economic Development	Committee – February 2, 2016
Meeting and Date:	EDC – March 1, 2016	
Synopsis:		
Council Action Prev	viously Taken:	
Date of Action:	Action T	aken:
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Req	uested: Committee Appr	oval
	_	
Submitted by:		
	Name	Department
	Agenda	Item Notes:

<u>DRAFT</u>

UNITED CITY OF YORKVILLE ECONOMIC DEVELOPMENT COMMITTEE

Tuesday, February 2, 2016 6:00pm Yorkville City Hall, Conference Room 800 Game Farm Road

In Attendance:

Committee Members:

Chairman Ken Koch Alderman Carlo Colosimo Alderman Chris Funkhouser

Absent: Alderman Diane Teeling

Other City Officials:

City Administrator Bart Olson Community Development Director Krysti Barksdale-Noble City Planner Chris Heinen Code Official Pete Ratos Consultant Lynn Dubajic

Other Guests:

Boyd Ingemunson-The Law Office Group Tom Nelson-United Faith in Christ Church Pastor Will Shore-United Faith in Christ Church

The meeting was called to order by Chairman Ken Koch at 6:00pm.

Citizen Comments: None

Previous Meeting Minutes: January 5, 2016

The minutes were approved as read on a voice vote.

New Business:

1. EDC 2016-06 Building Permit Report for December 2015

Mr. Ratos reported 5 BUILD permits, 6 commercial and 14 miscellaneous in December for a total of 84 residential permits in 2015. He also gave the residential permit statistics from the previous years: 72 in 2014, 83 in 2013, 69 in 2012. He also cited dollar figures for the past year noting that part of the increase was due to the Wrigley expansion. No further action.

2. EDC 2016-07 Building Inspection Report for December 2015

A total of 139 inspections were done in December. No further action

3. EDC 2016-08 Property Maintenance Report for December 2015

Only one case came before the Hearing Officer in December and it was dismissed due to compliance at the time. Letters were sent regarding other property maintenance issues and they were corrected. The Bridge Street sign violation was corrected, but nowis back in violation so a second letter was sent. Chairman Koch will be sending photos to Mr. Ratos regarding a situation on Teri Lane. It was noted that a beehive permit on Dolph had not been renewed and it is believed the resident has moved.

4. PC 2016-09 Economic Development Update

Ms. Dubajic said there were several updates for January. She attended two meetings on behalf of the City: SCORE breakfast meeting held in Joliet for business mentors to insure local businesses are aware of free available programs. There are 10,000 members nationwide. She also attended an SBA meeting regarding loan programs. She gave details of the program that has been re-approved by Congress and will be reinstated in July.

She also went to Waubonsee College and appeared on "Fox Valley Focus" which will be aired in February. She spoke about events in the City in a 15-minute segment.

A meeting will be held with Kendall Marketplace regarding interest from a mid-size retailer in the strip mall. Other smaller retailers could follow.

A lease is being negotiated in the downtown on the east side of Rt. 47.

A new business has a property on the south side with a possible closing later in the month and a fall opening.

Ms. Dubajic is working with Justine Brummel regarding locations for the sports dome.

A significant industrial user is looking at the City for a sizeable project.

Mr. Koch asked about the progress of the south side Dunkin Donuts. Ms. Noble said the final plat is not recorded yet due to issues with the bank. The nearby car repair shop was also merged into another company.

5. EDC 2016-10 Foreclosure Bi-Annual Report

Mr. Heinen said there was a substantial decrease in 2015 foreclosures. In August there was a bit of an increase in foreclosures and the Ward III Bristol Bay subdivision had the highest rate. There was also an uptick in Fox Hill and Grande Reserve. He gave statistics comparing Kendall County to other counties in the State. Staff will look further at the graphs/statistics in relation to interpretation.

6. PC 2016-02 The Law Office Corporation-Special Use Request

Ms. Noble gave background of this request for the former Ingemunson Law Office building. She said the main entrance will no longer be in the front. The reason for the Special Use is that food will not be prepared at the business unlike similar businesses in the downtown. Patrons will be allowed to bring in food from nearby establishments. Mr. Ingemunson said he hopes for a spring soft opening.

Alderman Koch asked if a deck would be built in the back, however, there are no plans at this time. Currently there is no renter in the upstairs apartment and the noise ordinance was discussed briefly in relation to any future renters.

This request will move forward to the Plan Commission on February 10 for a Public Hearing.

7. PC 2016-03 United Faith in Christ Church – Special Use Request

Mr. Heinen said this request is for an M-1 district at 210 Beaver St. He said the petitioner would be required to have at least 9 parking stalls and there are 5 at this time. Pastor Shore said they are leasing part of the building space which has been vacant for some time. Since the church meets on Sunday, the committee did not have issue with the Special Use request. This moves to the February 10th Plan Commission for a Public Hearing.

Old Business: None

Additional Business:

Regarding the earlier discussed foreclosure report, Mr. Heinen referred to a website link which clarified that Yorkville is ranked first in the State for foreclosures.

In another matter, Alderman Colosimo said in the future, if items from this committee did not have 3 positive votes, the item should die in committee and not move forward to City Council. He said he would object to anything moving on if it does not have 3 votes.

There was no further business and the meeting was adjourned at 6:34pm.

Minutes respectfully submitted by Marlys Young



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

Agenda Item Number
NB #1
Tracking Number
EDC 2016-11

Agenda Item Summary Memo

Title: Building Permit Report for January 2016					
Meeting and Date:	Meeting and Date: EDC – March 1, 2016				
Synopsis: All permi	ts issued in January 2016				
Council Action Prev	iously Taken:				
Date of Action:	N/A Action Tak	en: N/A			
Item Number:	N/A				
Type of Vote Requir	red: Informational				
Council Action Requ	uested: None				
Submitted by:	D. Weinert	Community Development			
	Name	Department			
Agenda Item Notes:					



UNITED CITY OF YORKVILLE

BUILDING PERMIT REPORT January 2016

TYPES OF PERMITS

	Number of Permits Issued	SFD Single Family Detached	B.U.I.L.D Single Family Detached Program Begins 1/1/2012	SFA Single Family Attached	Multi- Family Apartments Condominiums	Commercial Includes all Permits Issued for Commercial Use	Industrial	Misc.	Construction Cost	Permit Fees
January 2016	19	0	0	0	0	10	0	9	168,642.00	2,400.00
Calendar Year 2016	19	0	0	0	0	10	0	9	168,642.00	2,400.00
Fiscal Period 2016	478	7	54	0	0	105	0	312	14,423,747.00	825,131.08
January 2015	21	0	5	0	0	11	0	5	31,042,751.00	72,189.77
Calendar Year 2015	21	0	5	0	0	11	0	5	31,042,751.00	72,189.77
Fiscal Period 2015	453	2	52	0	0	86	0	313	50,301,068.00	852,193.98
January 2014	12	0	0	0	0	6	0	6	95,740.00	2,761.50
Calendar Year 2014	12	0	0	0	0	6	0	6	95,740.00	2,761.50
Fiscal Period 2014	447	20	30	0	0	93	0	304	14,679,884.00	643,824.07
January 2013	20	2	4	0	0	9	0	5	1,168,872.00	73,733.54
Calendar Year 2013	20	2	4	0	0	9	0	5	1,168,872.00	73,733.54
Fiscal Period 2013	449	23	30	0	0	97	0	299	14,248,364.00	706,538.97



Reviewed By:	
Legal Finance Engineer City Administrator Human Resources Community Development Police Public Works	
1 01144	

Agenda Item Number
NB #2
Tracking Number
EDC 2016-12

Agenda Item Summary Memo

Title: Building Inspe	ection Report for Januar	y 2016
Meeting and Date:	EDC – March 1, 2016	
Synopsis: All inspec	ctions scheduled in Janu	ary 2016
Council Action Prev	oiously Taken:	
Date of Action:	N/A Action	Taken: N/A
Item Number:	N/A	
Type of Vote Requir	red: Informational	
Council Action Req	uested: None	
Submitted by:	D. Weinert	Community Development
	Name	Department
	Agend	a Item Notes:

DATE: 01/29/2016

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

PAGE: 1

TIME: 12:56:02 CALLS
ID: PT4A0000.WOW

INSPECTO:		TYPE OF	INSPECTION I	PERMIT .	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR		018-SUM	SUMP	20150043	611 WINDETT RIDGE RD	75		01/06/2016
PR		001-REL	ROUGH ELECTRICAL	20150166	226 S BRIDGE ST			01/07/2016
PR		002-PLR	PLUMBING - ROUGH					01/07/2016
PR		002-RFR	ROUGH FRAMING	20150346	2766 CRANSTON CIR	108		01/22/2016
PR		003-REL	ROUGH ELECTRICAL					01/22/2016
PR		004-RMC	ROUGH MECHANICAL					01/22/2016
PR		005-PLR	PLUMBING - ROUGH					01/22/2016
PR	PM	006-INS	INSULATION					01/25/2016
PR	AM	001-FIN	FINAL INSPECTION	20150359	204 B CANNONBALL TR	17		01/15/2016
PR		002-PLF	PLUMBING - FINAL OSR READ					01/15/2016
PR		012-PLF	PLUMBING - FINAL OSR READ	20150379	873 N CARLY CIR	23		01/28/2016
PR		013-FIN	FINAL INSPECTION					01/28/2016
TK			ENGINEERING - FINAL INSPE KEYABLE OK TO TEMP					01/28/2016
PR		013-FIN	FINAL INSPECTION	20150423	2732 LILAC CT	332		01/25/2016
PR		014-PLF	PLUMBING - FINAL OSR READ					01/25/2016
PR			ENGINEERING - FINAL INSPE KEYABLE OK TO TEMP					01/25/2016
-		001-FIN 1: FINAI	FINAL INSPECTION L DOOR	20150446	409 BRUELL ST	27		01/20/2016
PR		013-SUM	SUMP	20150448	2478 WAVERLY CIR	237		01/11/2016
PR		013-FIN	FINAL INSPECTION	20150476	511 WINDETT RIDGE RD	69	01/05/2016	
PR		014-PLF	PLUMBING - FINAL OSR READ				01/05/2016	
TK		015-EFL	ENGINEERING - FINAL INSPE					01/05/2016
PR			FINAL INSPECTION KEYABLE, OK TO TEMP	20150485	1437 SLATE CT	339		01/21/2016

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

PAGE: 2

ID: PT4A0000.WOW INSPECTIONS SCHEDULED FROM 01/01/2016 TO 01/31/2016

INSPECTOR TIME	TYPE OF	'INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	013-PLF	' PLUMBING - FINAL OSR READ)				01/20/2016
PR	014-EFI	ENGINEERING - FINAL INSPE	1				01/20/2016
PR	008-RFF	ROUGH FRAMING	2015048	6 1453 RUBY DR	353		01/19/2016
PR	009-REI	ROUGH ELECTRICAL					01/19/2016
PR	010-RMC	ROUGH MECHANICAL					01/19/2016
PR	011-PLF	PLUMBING - ROUGH					01/19/2016
PR	012-INS	INSULATION					01/21/2016
PR	012-SUM	I SUMP	2015049	1 1403 RUBY DR	349		01/06/2016
PR	013-FIN	FINAL INSPECTION					01/28/2016
PR	014-PLF	PLUMBING - FINAL OSR READ)				01/28/2016
TK		ENGINEERING - FINAL INSPE	1				01/28/2016
PR	013-PHI	POST HOLE - DECK	2015052	1 691 WINDETT RIDGE RD	83		01/28/2016
PR	004-PLU	J PLUMBING - UNDERSLAB	2015052	6 867 GREENFIELD TURN	43		01/07/2016
PR	005-RFF	ROUGH FRAMING					01/07/2016
PR	006-REI	ROUGH ELECTRICAL					01/07/2016
PR	007-PLF	PLUMBING - ROUGH					01/07/2016
PR	008-RMC	ROUGH MECHANICAL					01/07/2016
PR	009-INS	SINSULATION					01/11/2016
PR	010-BSM	I BASEMENT FLOOR					01/11/2016
PR	PM 011-GAF	GARAGE FLOOR				01/21/2016	
PR	012-STF	STOOP				01/21/2016	
PR	012-SUM	I SUMP	2015054	8 1388 SLATE DR	383		01/06/2016
PR	008-SUM	I SUMP	2015055	1 2678 LILAC WAY	379		01/06/2016
PR	009-RFF	ROUGH FRAMING					01/06/2016

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

ID: PT4A0000.WOW INSPECTIONS SCHEDULED FROM 01/01/2016 TO 01/31/2016

INSP	ECTOR TIME	TYPE OF	INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR		010-REL	ROUGH ELECTRICAL					01/06/2016
PR		011-RMC	ROUGH MECHANICAL					01/06/2016
PR		012-PLR	PLUMBING - ROUGH					01/06/2016
PR		013-INS	INSULATION					01/08/2016
PR		005-SUM	SUMP	2015055	2 2752 LILAC CT	330		01/06/2016
PR		011-INS	INSULATION	2015055	6 882 N CARLY CIR	48		01/04/2016
PR		002-FIN	FINAL INSPECTION	2015056	2 664 W VETERANS PKWY UNIT			01/20/2016
PR		003-PLF	PLUMBING - FINAL OSR REAL)				01/20/2016
		004-FHD	HEALTH DEPT FINAL APPROVA	A				01/19/2016
FM	09:30	005-FFD	BKFD FINAL INSPECTION					01/28/2016
PR		005-PLU	PLUMBING - UNDERSLAB	2015056	4 1975 MEADOWLARK LN	120		01/05/2016
PR		006-BSM	BASEMENT FLOOR					01/13/2016
PR		007-REL	ROUGH ELECTRICAL					01/26/2016
PR	AN	008-RFR	ROUGH FRAMING					01/26/2016
PR		009-RMC	ROUGH MECHANICAL					01/26/2016
PR		010-PLR	PLUMBING - ROUGH					01/26/2016
PR		011-INS	INSULATION				01/29/2016	
PR		001-PHF	POST HOLE - FENCE	2015061	7 442 WINDETT RIDGE RD	190		01/07/2016
PR		001-PLU	PLUMBING - UNDERSLAB	2015062	1 1985 MARKETVIEW DR			01/21/2016
вс	10:00	002-PPS	PRE-POUR, SLAB ON GRADE					01/22/2016
PR	AN	4 003-PLR	PLUMBING - ROUGH				01/29/2016	
PR		003-SUM	SUMP	2015062	2 802 CAULFIELD PT	112		01/06/2016
PR		004-PLU	PLUMBING - UNDERSLAB					01/26/2016
PR		005-BSM	BASEMENT FLOOR					01/28/2016

PAGE: 3

PAGE: 4 UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

ID: PT4A0000.WOW INSPECTIONS SCHEDULED FROM 01/01/2016 TO 01/31/2016

INSP	ECTOR TIME	TYPE OF	INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR		006-PHD	POST HOLE - DECK					01/28/2016
PR		002-FTG	FOOTING	2015062	7 1967 MEADOWLARK LN	124		01/08/2016
PR	11:30	001-PHF	POST HOLE - FENCE	2015063	8 602 FREEMONT ST		01/27/2016	
PR		002-FIN	FINAL INSPECTION	2015064	4 2477 WAVERLY CIR	232		01/28/2016
PR		001-REL	ROUGH ELECTRICAL	2015064	5 584 POPLAR DR	153		01/11/2016
PR		002-RFR	ROUGH FRAMING					01/11/2016
PR		003-RMC	ROUGH MECHANICAL					01/11/2016
PR		004-RMC	ROUGH MECHANICAL					01/11/2016
PR	AM	1 005-INS	INSULATION					01/12/2016
PR	AM	1 001-FTG	FOOTING	2015065	4 937 N CARLY CIR	127		01/14/2016
PR		002-FOU	FOUNDATION					01/25/2016
PR		003-BKF	BACKFILL				01/29/2016	
PR	AM	1 001-FTG	FOOTING	2015065	5 884 PURCELL ST	77		01/05/2016
PR		002-FTG	FOOTING					01/08/2016
PR		003-PPW	PRE-POUR, WALL STEEL					01/20/2016
PR		004-BKF	BACKFILL					01/26/2016
PR		001-REL	ROUGH ELECTRICAL	2015066	2 942 N BRIDGE ST	1		01/21/2016
PR		002-RFR	ROUGH FRAMING					01/21/2016
PR		003-PLR	PLUMBING - ROUGH					01/21/2016
PR		004-RMC	ROUGH MECHANICAL					01/21/2016
PR		005-PLU	PLUMBING - UNDERSLAB				01/26/2016	
PR		001-PPS	PRE-POUR, SLAB ON GRADE	2015066	3 203 S STATE ST			01/07/2016
PR		001-PHF	POST HOLE - FENCE	2016000	2 651 WINDETT RIDGE RD	79		01/07/2016
PR		001-PLU	PLUMBING - UNDERSLAB	2016000	3 202 SPRUCE CT	25		01/20/2016

DATE: 01/29/2016 UNITED CITY OF YORKVILLE PAGE: 5
TIME: 12:56:02 CALLS FOR INSPECTION REPORT

TIME: 12:56:02 CALLS FOR INSPECTION REPORT ID: PT4A0000.WOW

INSPI	ECTOR TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	PN	4 002-REL ROUGH ELECTRICAL					01/25/2016
PR		003-RFR ROUGH FRAMING					01/25/2016
PR		004-RMC ROUGH MECHANICAL					01/25/2016
PR		005-PLR PLUMBING - ROUGH					01/25/2016
PR	10:00 Comment	001-FIN FINAL INSPECTION	2016000	04 728 E VETERANS PKWY #103			01/08/2016

ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

PAGE: 6

INSPECTOR	TVDF OF	INSPECTION PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
		INSPECTION FERMIT				DAIE
PERMIT TYPE S	UMMARY:	BIP BUILD INCENTIVE PROGRAM SFD	59			
		BIP BUILD INCENTIVE PROGRAM SFD BSM BASEMENT REMODEL	12			
		CCO COMMERCIAL OCCUPANCY PERMIT CRM COMMERCIAL REMODEL	1 14			
		CRM COMMERCIAL REMODEL	14			
		DCK DECK	1			
		FNC FENCE	3			
		MIS MISCELLANEOUS	2			
		REP REPAIR	5			
		SFD SINGLE-FAMILY DETACHED	2			
INSPECTION SU	MMARY:	BKF BACKFILL	2			
		BSM BASEMENT FLOOR	3			
		EFL ENGINEERING - FINAL INSPECTIO				
		FFD BKFD FINAL INSPECTION				
		FHD HEALTH DEPT FINAL APPROVAL				
		FIN FINAL INSPECTION	10			
		FOU FOUNDATION	1			
		FTG FOOTING GAR GARAGE FLOOR	4 1			
		INS INSULATION	7			
		PHD POST HOLE - DECK	2			
		PHF POST HOLE - FENCE	3			
		PLF PLUMBING - FINAL OSR READY				
		PLR PLUMBING - ROUGH	9			
		PLU PLUMBING - UNDERSLAB	6			
		PPS PRE-POUR, SLAB ON GRADE	2			
		PPW PRE-POUR, WALL STEEL	1			
		REL ROUGH ELECTRICAL	9			
		RFR ROUGH FRAMING	8			
		RMC ROUGH MECHANICAL	9			
		STP STOOP	1 7			
		SUM SUMP	/			
INSPECTOR SUM	MARY:		1			
		BC BOB CREADEUR	1			
		FM FIRE MARSHAL BKFD	1			
		PR PETER RATOS	93			
		TK TOM KONEN	3			
STATUS SUMMAR	Y: C		1			
		FM	1			
	C	PR	7			
	D	PR	1			
	I	BC	1			
	I	PR	71			

DATE:	01/29/2016	UNITED CITY OF YORKVILLE	PAGE:	7
TIME:	12:56:02	CALLS FOR INSPECTION REPORT		

ID: PT4A0000.WOW

INSPECTOR TIME TYPE O	F INSPECTION	PERMIT ADDRESS		LOT	SCHED. DATE	COMP. DATE
T T	PR TK		14 3			
REPORT SUMMARY:			99			



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

Agenda Item Number
NB #3
Tracking Number
EDC 2016-13

Agenda Item Summary Memo

Date of Action: Action Taken: Item Number: Type of Vote Required: Informational Council Action Requested: None	Title: Property Ma	intenance Report for January 20	016			
Council Action Previously Taken: Date of Action: Action Taken: Item Number: Type of Vote Required: Informational Council Action Requested: None Submitted by: Pete Ratos Community Development Name Department	Meeting and Date:	EDC – March 1, 2016	_			
Type of Vote Required: Informational Council Action Requested: None Submitted by: Pete Ratos Community Development Name Department	Synopsis:					
Date of Action: Action Taken:						
Type of Vote Required: Informational Council Action Requested: None Submitted by: Pete Ratos Community Development Name Department	Council Action Pre	eviously Taken:				
Type of Vote Required: Informational Council Action Requested: None Submitted by: Pete Ratos Community Development Name Department	Date of Action:	Action Taken	ı:			
Council Action Requested: None Submitted by: Pete Ratos Community Development Name Department	Item Number:					
Submitted by: Pete Ratos Community Development Name Department	Type of Vote Requ	ired: Informational				
Name Department	Council Action Rec	quested: None				
Name Department						
Name Department						
	Submitted by:	Pete Ratos	Community Development			
Agenda Item Notes:		Name	Department			
	Agenda Item Notes:					



Memorandum

To: Economic Development Committee

From: Pete Ratos, Code Official

CC: Bart Olson, Krysti Barksdale-Noble, Lisa Pickering

Date: January 26, 2016

Subject: January Property Maintenance

Property Maintenance Report January 2016

Adjudication:

0 Property Maintenance Cases heard in January

January Property Maintenance Complaint Report Attached

January Property Maintenance 01/01/2016 - 01/31/2016

Case #	Case Date	ADDRESS OF	TYPE OF VIOLATION	STATUS		FOLLOW UP	CITATION
		COMPLAINT			LETTER SENT	STATUS	ISSUED
20160003	1/21/2016	302 N BRIDGE ST	LIGHTS DIRECTED AT	TO BE		COMPLIANT	
			RESIDENCE	INSPECTED			
20160002	1/15/2016	2242 IROQUOIS LN	TRAILER	IN	1/15/2016		
				VIOLATION			
20160001	1/15/2016	998 WHITE PLAINS	TRUCK IN SIDE YARD	IN	1/15/2016		
		LN		VIOLATION			

Total Records: 3



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	

Agenda Item Number
NB #4
Tracking Number
EDC 2016-14

Agenda Item Summary Memo

Public Works Parks and Recreation

ppment Update					
Meeting and Date: EDC – March 1, 2016					
ill be given at the meeting.					
ısly Taken:					
Action Taken:					
:					
ted:					
Bart Olson	Administration				
Name	Department				
Agenda Item Notes:					
	DC – March 1, 2016 ill be given at the meeting. asly Taken: Action Taken: ted: Bart Olson Name				



Reviewed By:	
Legal Finance Engineer City Administrator Human Resources Community Development Police Public Works	

Agenda Item Number
NB #5
Tracking Number

EDC 2016-15

Agenda Item Summary Memo

Title: Kendal	County Intergovernmental Agreement Renewal – Inspection Services				
Meeting and l	Date: EDC/March 1, 2016				
Synopsis: Re	newal of the Intergovernmental Agreement between the United City of				
Yo	rkville and Kendall County related to building & plumbing inspection services.				
Council Actio	n Previously Taken:				
Date of Action	: 11/25/2014 Action Taken: Approval & Execution of 1st Amendment				
Item Number:					
Type of Vote	Required: Majority				
Council Actio	n Requested: Approval				
Submitted by	Krysti J. Barksdale-Noble Community Development				
	Name Department				
Agenda Item Notes:					
See attached memo.					



Memorandum

To: Economic Development Committee

From: Krysti J. Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator Pete Ratos, Building Code Official

Date: February 23, 2016

Subject: Updated Kendall County Intergovernmental Agreement –

Reciprocal Building Inspection and Plumbing Inspection Services

Summary

In May 2013, the City approved Resolution 2013-13 (attached) which executed an intergovernmental agreement between the City of Yorkville and Kendall County for shared building inspection services, on an as need basis, for a term of three (3) years. And in 2014, the City approved an amendment to the agreement which added shared plumbing services via Resolution 2014-34. This arrangement has worked very well for both the County and the City, and over the past few years, the City has provided 50 inspections for the County while the County has provided approximately 146 reciprocal inspections.

Since the original agreement is set to expire this May, the proposed attached draft agreement is intended to continue the existing shared services agreement for an additional year with an option to renew annually upon written agreement between the City and the County.

Background & Proposed Updated Agreement

Original Agreement

The basic substance of the original agreement offered substitute inspection services for the City of Yorkville and Kendall County should the Code Officials of the respective government agencies be on vacation or otherwise unavailable to conduct their normal duties. The original agreement, which is on an as need basis, consists of the following services when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electrical service inspections; insulation inspections; roofing inspections and final inspections.

Amended Agreement

The terms of the original agreement, however, did not include plumbing inspections. Therefore, the 2014 amended agreement added plumbing inspections conducted by the City for the County, at the sole discretion of the Building Code Official, should the need arise. These inspections include rough plumbing and final plumbing inspections, but do not include plan review or permit approval of plumbing work.

The original agreement excluded plumbing inspection services only because the County does not have an on-staff plumbing inspector whereas the City's Building Code Official is an Illinois licensed plumber. Additionally, the County's current plumbing inspector contractor is also contracted with the City to perform back-up plumbing inspection services. Since adoption of the amendment in February 2014, staff has not performed any plumbing inspection services for the County. However, at most, we estimate that the County would ultimately use our plumbing inspection services no more than one (1) week per calendar year when their plumbing contractor has his scheduled vacation.

Proposed Updated Agreement

The proposed updated agreement has combined both the original building inspection and the amended plumbing inspection service provisions into a single document. The only substantive addition to the intergovernmental agreement is requirement of increased minimum employee insurance for: (a) comprehensive general liability from \$1,000,000 per occurrence to \$1,000,000 per occurrence and \$2,000,000 aggregate; and (b) comprehensive excess liability insurance from \$1,000,000 for each occurrence with a minimum \$1,000,000 aggregate to \$5,000,000 aggregate.

Staff Comments

Both Yorkville's Building Department staff and Kendall County's Building Department believes that this back up for inspection services is beneficial since each local government agency is staffed by one (1) full-time building inspector. Although, the requested update to the agreement has increased liability insurance provisions, the City meets or exceeds these minimums with our current policy through Mesirow Insurance Services (see attached).

Kendall County's Planning Building and Zoning Committee (PB&Z) will be reviewing this proposed amendment in the near future. Should you have any specific questions regarding the attached proposal; staff will be available at Tuesday night's meeting.

INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2016

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the United City of Yorkville, Kendall County, Illinois (the "City") a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the "*Parties*") are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

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

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Pete Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a
 conflict of interest in performing one or more of the inspections set forth in Section
 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as "the home jurisdiction" and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the County: Director

Kendall County Planning, Building & Zoning

111 West Fox Street, Room 203

Yorkville, Illinois 60560

Fax: 630-553-4179

With copy to:

Kendall County State's Attorney

807 John Street

Yorkville, Illinois, 60560

Fax: 630-553-4204

If to the City: Community Development Director

United City of Yorkville Building Safety and Zoning

800 Game Farm Road Yorkville, Illinois 60560

Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the parties at the addresses set forth in Section 16. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where

the work is being performed; (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; and (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence and \$5,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government of the State of Illinois			United City of Yorkville, Kendall C Illinois, a municipal corporation		
By:	Chair, Kendall County Board	By:	Mayor		
Date:		Date:			
Attest:			Attest:		
County	y Clerk		City Clerk		

Resolution No. 2013- \(\frac{1}{2} \)

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN THE UNITED CITY OF YORKVILLE AND KENDALL COUNTY

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

Section 1. That the Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and Yorkville, Illinois, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and Gary Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

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 day of	of the United C	ity of Yorkville, Kendall (County, Illinois this
day of	z /	2013. ————————————————————————————————————	. /
		CITY CI	ERK
	\ /		
CARLO COLOSIMO		KEN KOCH	
JACKIE MILSCHEWSKI		LARRY KOT	
CHRIS FUNKHOUSER		JOEL FRIEDERS	
ROSE ANN SPEARS		DIANE TEELING	<u></u>
			-
Approved by me, as Mayor 16 day of MAY		City of Yorkville, Kendall	County, Illinois, this
		H	H// 1-

INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND YORKVILLE, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the United City of Yorkville, Kendall County, Illinois (the "City") a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, et seq. and 65 ILCS 5/1-1-1, et seq.), the County and City (collectively referred to as the "Parties") are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

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

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Parties agree that Kendall County Code Official Brian Holdiman and the City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval; initial site inspections prior to a permit being issued and plumbing inspections.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2 for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official Ratos has a conflict of interest in performing one or more of the inspections set forth in Section 2 for their respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as "the home jurisdiction" and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of

Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by the County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor the County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of all parties.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use its own equipment, tools and vehicles, and

the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

The City and County shall each defend, with counsel of the other party's Section 12. own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such, when the City performs an inspection for the County, the City will defend with counsel of the County's own choosing, indemnify and hold harmless the County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When the County performs an inspection for the City, the County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to the County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than

the parties and their respective successors and assigns, any rights, remedies, obligations or

liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the

State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought

in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall

be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction,

such provision shall, to the extent possible, be modified by the court in such manner as to be

valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such

modification is not possible, such provision shall be severed from this Agreement, and in either

case the validity, legality, and enforceability of the remaining provisions of this Agreement shall

not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be

given by (a) depositing the same in the United States mail, addressed to the party to be notified,

postage prepaid and certified with the return receipt requested, (b) delivering the same in person,

or (c) telecopying the same with electronic confirmation of receipt

If to the County:

Director

Kendall County Planning, Building & Zoning

111 West Fox Street, Room 203

Yorkville, Illinois 60560

Fax: 630-553-4179

With copy to:

Kendall County State's Attorney

807 John Street

Yorkville, Illinois, 60560

Fax: 630-553-4204

If to the City:

Community Development Director

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United City of Yorkville 800 Game Farm Road

Yorkville, Illinois 60560

Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this

Section from time to time.

Section 17. This Agreement may be executed in counterparts (including facsimile

signatures), each of which shall be deemed to be an original and both of which shall constitute

one and the same Agreement.

Section 18. This Agreement represents the entire agreement between the parties and

there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between

the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of the County or the

City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by

third persons, to create any relationship of third party beneficiary, principal, agent, limited or

general partnership, joint venture, or any association or relationship involving the County and the

City. Further, nothing in this agreement should be interpreted to give the County or City any

control over the other's employees or imply a power to direct the employees of the other

government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, the

County and City intend that any injuries to their respective employee shall be covered and

handled exclusively by their jurisdiction's own worker's compensation insurance in place at the

time of such injury. It is further agreed that all employee benefits, wage and disability payments,

Page 7 of 10

pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to Kendall County and the City at the address set forth herein. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 22. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. This Agreement may be amended only with written consent of all parties hereto.

Section 24. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 25. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 26. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

County of Kendall, a unit of local government of the State of Illinois

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By:

Chair, Kendall County Board

By:

Mayor

Attest:

County Clerk

Attest:

City Clerk

Resolution No. 2014- 34

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND YORKVILLE, ILLINOIS

WHEREAS, the United City of Yorkville, Kendall County, Illinois 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 this State; and,

WHEREAS, the County of Kendall is a duly organized and validly existing unit of local government of the State of Illinois.

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 First Amendment to the Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and Yorkville, Illinois, attached hereto and made a part hereof, is hereby approved and the Mayor and the City Clerk are hereby authorized to execute and deliver said First Amendment on behalf of the United City of Yorkville.

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

Page of her the City Council of the United City of Verkyille Kendell County Illinois this

Passea by the City Council of the	the Officed City of Torkvine, Rendam County, Infinois uns
25 day of November	, 2014.
	Beth Wanen
	CITY CLERK
× /	
CARLO COLOSIMO	_ KEN KOCH
JACKIE MILSCHEWSKI	LARRY KOT
CHRIS FUNKHOUSER	_ JOEL FRIEDERS
ROSE ANN SPEARS	DIANE TEELING

	Approved by me, as Mayor of th	e United Ci	ty of Yorkville, Kendall County, Illinois, this
2	day of DECEMBER	, 2014.	91 AMAL
			Nany & Nolunt
			MAYOR
	4444		•
	Beth Wanyn		
	City Clerk		

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND YORKVILLE, ILLINOIS

This First Amendment to the Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and Yorkville, Illinois (the "First Amendment"), is made and entered into this \(\begin{align*} \) day of \(\begin{align*} \) \(\begin{align*} \) 2014, by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation (the "City").

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (the "Intergovernmental Cooperation Act"); and,

WHEREAS, pursuant to the authority granted by the Intergovernmental Cooperation Act, the Illinois Counties Code (55 ILCS 5/1-1001, et seq.), the Illinois Municipal Code (65 ILCS 5/1-1-1, et seq.), and Section 10.09-1(f) of the Capital Development Board Act (20 ILCS 3105/10.09-1(f)), Kendall County and the City (collectively the "Parties") entered into the Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall

County, Illinois and Yorkville, Illinois (the "Original Agreement") in order to share their resources and assist each other in the performance of certain inspections on an as needed basis; and,

WHEREAS, the Original Agreement excluded plumbing inspections from the list of inspection services that the Parties would perform on each other's behalf when requested; and,

WHEREAS, the Parties now desire to amend the Original Agreement to allow the City of Yorkville Building Code Official Pete Ratos to perform plumbing inspections on Kendall County's behalf when requested.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties agree as follows:

Section 1. The Parties agree that all of the recitals contained in the Preambles to the First Amendment are true and correct and are hereby incorporated into this First Amendment as though they were fully set forth in this Section 1.

Section 2. Section 2 of the Original Agreement is hereby amended to read as follows: "Section 2.

a. The Parties agree that Kendall County Code Official Brian Holdiman and the City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other Party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final

inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

b. The Parties agree that City of Yorkville Building Code Official Pete Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested."

Section 3. Section 3 of the Original Agreement is hereby amended to read as follows:

"Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval; and initial site inspections prior to a permit being issued."

Section 4. Section 4 of the Original Agreement is hereby amended to read as follows:

- "Section 4. Upon request, the Parties agree to coordinate and assist each other in the Parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:
 - a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or,
 - b. If Kendall County Code Official Holdiman or City Building Code Official Ratos has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or,
 - c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or,
 - d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the Party requesting assistance shall be referred to as "the home jurisdiction" and the Party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector"."

Section 5. All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

County of Kendall, a unit of local government of the State of Illinois By: Chair, Kendall County Board By:	United City of Yorkville, Kendall County, Illinois, a municipal corporation Mayor Mayor
Attesh: Def Millitte County Clerk	Beth Wanner City Clerk

Client#: 80105 CITYYOR

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/04/2016

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

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

PRODUCER	CONTACT NAME:		
Mackey Team	PHONE (A/C, No, Ext): 312 595-6200 FAX (A/C, No):		
Mesirow Insurance Services	E-MAIL ADDRESS:	(740, 110).	
353 N. Clark Street	INSURER(S) AFFORDING COVER		NAIC#
Chicago, IL 60654	INSURER A: American Alternative Insurance		20
INSURED	INSURER B: Illinois Public Risk Fund		
United City of Yorkville	INSURER C:		
800 Game Farm Rd. Yorkville, IL 60560	INSURER D:		
TOTAVIIIe, IL 60300	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR		TYPE OF INSUR	ANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X	COMMERCIAL GENERA	L LIABILITY			GPPAPF605481804	12/31/2015	12/31/2016	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE	X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
			<u></u>						MED EXP (Any one person)	\$10,000
									PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT AF	PPLIES PER:						GENERAL AGGREGATE	\$3,000,000
		POLICY PRO- JECT	LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:								\$
Α	AUT	OMOBILE LIABILITY				GPPAPF605481804	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO							BODILY INJURY (Per person)	\$
			SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X		NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
										\$
Α	Χ	UMBRELLA LIAB	OCCUR			GPPAPF605481804	12/31/2015	12/31/2016	EACH OCCURRENCE	\$10,000,000
		EXCESS LIAB	CLAIMS-MADE						AGGREGATE	\$10,000,000
		DED RETENTION	N\$							\$
В		KERS COMPENSATION EMPLOYERS' LIABILITY	,			073	01/01/2016	01/01/2017	X PER OTH-	
	ANY	PROPRIETOR/PARTNER CER/MEMBER EXCLUDE	EXECUTIVE T / N	N/A					E.L. EACH ACCIDENT	\$2,500,000
	(Mar	ndatory in NH)	.D: IN	11,7					E.L. DISEASE - EA EMPLOYEE	\$2,500,000
		s, describe under CRIPTION OF OPERATIO	NS below						E.L. DISEASE - POLICY LIMIT	\$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and United City of Yorkville are listed as Additional Insured with respect to the
General Liability on a primary & non-contributory basis.

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF COVERAGE ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	John P. Harange

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Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	⊢∐
Public Works	╽╚
Parks and Recreation	

Agenda Item Number
NB #6
Tracking Number
PC 2016-05

Agenda Item Summary Memo

	11g-11uu 11uu 2uu	1,10110				
Title: BBB Farm	Title: BBB Farms LLC – Silver Fox Development (Rezoning)					
Meeting and Da	te: EDC/March 1, 2016					
Synopsis: Reque	est for Rezoning approval from R-2	to A-1.				
C						
Council Action I	Previously Taken:					
Date of Action: 1	N/A Action Taken:					
Item Number:						
Type of Vote Re	quired: Informational					
Council Action 1	Requested: Feedback					
Submitted by: _	Chris Heinen	Community Development				
	Name	Department				
	Agenda Item 1	Notes:				
See attached memo.						



Memorandum

To: Economic Development Committee

From: Chris Heinen, Planner

CC: Bart Olson, City Administrator

Krysti J. Barksdale-Noble, Community Development Director

Date: February 23, 2016

Subject: Rezoning request of the Silver Fox development located on Fox

Road, between Pavilion Road and Ford Drive.

Background & Request:

The petitioner, BBB Farms LLC, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning approval from R-2, Single-Family Traditional Residence District to A-1, Agricultural District. The real property is located on Fox Road, between Pavilion Road and Ford Drive in Yorkville, Illinois.



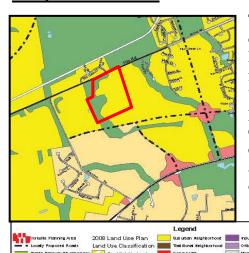
The property was annexed pursuant to an annexation agreement on August 8, 2006 to the City of Yorkville by the Midwest Development group by Ordinance 2006-69. The property was zoned R-2 Single Family Residence District and is known as the Silver Fox Development. The Silver Fox subdivision was approved for a 172-unit single-family residential development. The original developer, Development LLC, secured Concept Plan approval only for the approximately 102 acre property but was never granted Preliminary or Final Plat approval. The land has remained undeveloped since that time. In March of 2015, an application for a special use for an airsupported dome structure for indoor athletic recreation was submitted to the City for review. The petitioner has since withdrawn and was never formally approved by City Council.

The petitioner recently purchased the property and is looking to maintain the agricultural use. As part of the first amendment to the annexation agreement



dated May 26, 2015 by Ordinance 2015-28, the property was to repeal any and all cross contingencies and obligations which are now valid against developable area and remain within the R-2 zoning classification. Additionally, the current use, agricultural, shall be permitted to continue as a legal non-conforming use. This legal non-conforming use status would expire on August 7, 2026 and per the Zoning Ordinance, Section 10-15-4D, "any nonconforming use of land where no enclosed building is involved, or where the only buildings employed are accessory or incidental to such use, or where such use is maintained in connection with a conforming building, shall be removed after a period of two (2) years." This would require the petitioner to apply for an extension every two years in order to maintain the agricultural use. It is the intent of the petitioner to continue farming the property beyond the agreement time frame and is therefore requesting the rezoning to Agriculture.

Comprehensive Plan:



Comprehensive Plan Update The City's 2008 has designated this parcel primarily "Suburban as Neighborhood" which is intended primarily for singlefamily detached residences. It is also designated as "Park/Open Space" which is intended to preserve existing public open spaces such as recreational areas (park lands), existing privately held open space properties such as cemeteries, while identifying environmentally sensitive areas to establish appropriate locations for new designated open spaces. It should be noted that a majority of the

subdivisions planned for this area were approved prior to the Comprehensive Plan being adopted in 2008. A majority of these uses within the Comp Plan

mimicked what was approved for a site or the existing zoning at the time of approval.

As part of the proposed Comprehensive Plan Update concurrently being revised by The Lakota Group, this area is intended to be designated as Estate/Conservation Residential. These neighborhoods are intended to provide flexibility for residential design in areas of Yorkville that can accommodate low density detached single family housing but also include sensitive environmental and scenic features that should be retained and enhanced. Such neighborhoods can be characterized by conventional development, such as detached housing on large lots, or conservation design by clustering homes together that leave undeveloped green pace for agriculture, preservation of historic and cultural resources, and open space for community use. In conservation design, generally 40 to 60 percent of a development site is set aside in conservation areas; therefore, homes may be built on smaller lots than in a conventional estate-type subdivision. Suitable locations for Estate/Conservation Residential neighborhoods include areas that serve as suitable transitions from Suburban Neighborhoods to agricultural zones, and places of identifiable scenic views, tree masses and environmental features. It should be noted that the update to the comp plan is currently being reviewed and has not been approved by City Council. Additionally, recommendations from the proposed Comp Plan update will include filling in existing subdivisions as a priority as the City has several years of inventory for single family detached homes. Due to the amount of inventory within the city, staff feels that this property would not develop within the next five to ten years and would remain agricultural in nature.

Existing Conditions:

As you can see by the aerial on Page 1 of this memo, the subject property and surrounding properties are mainly agricultural in nature, with the exception of the Hoover Forest Preserve and the Fox Glen Subdivision. The existing zoning and land use for properties surrounding the subject property are as indicated below.

	Zoning	Land Use
North	Kendall County/Forest Preserve	County Residences & Forest Preserve
East	Kendall County	Vacant/Farm Land
South	Kendall County	Vacant/Farm Land
West	Kendall County	Farmstead/Farm 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 April 13, 2016 Plan Commission meeting.

Staff Comments:

This proposed rezoning is scheduled to be discussed at a public hearing on April 13, 2016 in front of the Plan Commission. A recommendation will be forwarded to the City Council for consideration at the April 26, 2016 regularly scheduled meeting.

Staff will be available to answer any question the Economic Development Committee may have at Tuesday night's meeting.

Attachments:

- 1. Copy of Petitioner's Application
- 2. Ordinance 2006-69
- 3. Ordinance 2015-28
- 4. Section 10-15-4D of the Zoning Ordinance
- 5. Copy of Public Notice





United City of Yorkville

800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-4350

Fax: 630-553-3436

APPLICATION FOR REZONING

Purpose of Application

An application for Map Amendment, or commonly referred to as "rezoning", is a request to reclassify a property from one zoning designation to within another zoning district. Requests for rezoning must not be merely arbitrary, but has to have validity as to the appropriate zoning classification for the existing or proposed land use in consideration of certain factors such as: the existing land use and zoning of the surrounding properties; suitability of the land use within the current zoning district; the trend of development in the general area; impact the proposed rezoning would have on traffic; the potential diminishment of property values due to the rezoning; and the promotion of public health, safety, morals or general welfare of the public as a result of the proposed rezoning.

This packet explains the process to successfully submit and complete an Application for Rezoning. It includes a detailed description of the process and the actual application itself (Pages 6 to 12). Please type the required information in the application on your computer. The application will need to be printed and signed by the applicant. The only item that needs to be submitted to the city from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Rezoning Request process, please refer to "Title 10, Chapter 14, Section 7 Amendments" of the Yorkville, Illinois City Code.

Procedure Flow Chart

Step 1
Submit Application, Fees, and All Pertinent Information to the Community Development Department



Step 2

If Applicable
Plan Council Review
(Meets 2nd and 4th Thursday of the month)



Step 3
Plan Commission Public Hearing
(Meets 2nd Wednesday of the Month)



Step 4
City Council Public Hearing
(Meets 2nd and 4th Wednesday of the Month)

Application Procedure

Step 1

Application Submittal

The following must be submitted to the Community Development Department:

- 2 original signed applications with legal description.
- 5 copies each of the application and exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee. (See attached Fee Sheet on page 5)
- 1 CD containing an electronic copy (pdf) of each of the signed application (complete with exhibit), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is required on the CD.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. These materials must be submitted a minimum of 45 days prior to the targeted Plan Commission meeting. An incomplete submittal could delay the scheduling of the project.

Applicant will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The applicant will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgement of Financial Responsibility form is attached to this document and must be submitted with the application.

Step 2

$\textbf{Plan Council} \ (\textit{If Applicable})$

Applicant may present the proposed request to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, applicant will move forward to the Plan Commission hearing.

Step 3

Plan Commission

Applicant will attend a public hearing conducted by the Plan Commission. The Plan Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The applicant is responsible for sending certified public hearing notices to adjacent property owners within 500 feet of the subject property no less than 15 days and no more than 30 days prior to the public hearing date. Twenty Four (24) hours prior to the public hearing, a certified affidavit must be filed by the applicant with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Plan Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Plan Commission meeting.

Application Procedure

Step 4

City Council

Applicant will attend the City Council meeting where the recommendation of the rezoning request will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the rezoning request.

Dormant Applications

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial plan commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-4350 630-553-7575 Fax:

INVOICE & WORKSHEET PETITION APPLICATION

CONTACT: Craig Borneman		DEVELOPMENT/ PROPERTY: Silver Fox Development			
			Acreage: 101 acr	es	
			Date: 2-12-16		
Concept Plan Engineering Pl	n Review: [] Ye an Review Deposit of \$	s [] N 500 due	Νo	s	
	: [] Yes [] Nue for each: (Annexation		lat) (PUD)	\$	
Annexation:	[] Yes [] No \$250.00, plus \$10/acres # of acres:	for each acre	over 5. _x \$10 =+ \$2	\$ 50	
Rezoning:	[] Yes [] No \$200.00, plus \$10/acre # of acres: 101 If annexing and rezoni If rezoning to a PUD,	for each acre $5 = \frac{96}{1}$ ng, charge onl	over 5. x \$10 = 960 + \$2 y 1 per acre fee. evelopment Fee- not Rez	\$_1,160	
Special Use:	[] Yes [] No \$250.00, plus \$10/acre # of acres:	for each acre	over 5. _x \$10 =+ \$2	\$	
Zoning Varia Outside Consu	ance: \$85.00 Itants deposit of \$500.00	[]Yes) due	[] No	\$	
Preliminary	Plan Fee: \$500.00	[] Yes	[] No	\$	
P.U.D. Fee:	\$500.00	[] Yes	[] No	\$	
Final Plat Fe	ee: \$500.00	[] Yes	[] No	\$	
Dess than 1 Over 1 acre Over 10 acr Over 40 acr	Plan Review Deposit acre = \$1,000 due and less than 10 acres = es and less than 40 acres es and less than 100 acre erres = \$20,000 due	\$2,500 due s = \$5,000 due		s	
Legal, Land Pl Annexation, Su [] Less than 2 [] Over 2 acre [] Over 10 acr	sultants Deposit: anner, Zoning Coordina abdivision, Rezoning, and acres = \$1,000 due s and less than 10 acres es = \$5,000 due	d Special Use:	[] No ental Services	s_1,000 2,160	
	OUNT DUE: Dep. ARO/ Fee Sheet Wkst			\$	

Application For Re-Zoning		
STAFF USE ONLY		
Date of Submission	PC#	
Development Name		
Applicant Information		
Name of Applicant(s) BBB Farms LLC		
Business Address 12034 State Rt 71		
City Yorkville S	State Illinois ZIP 60560	
Business Phone	Business Fax	
Business Cell 630-973-8685	Business E-mail cborneman@hotmail.com	
Property Information		
Name of Holder of Legal Title BBB Farms LLC		
If Legal Title is held by a Land Trust, list the names of all holders of any beneficial interest therein:		
Property Street Address 101 acres on Fox Road Yorkville		
Description of Property's Physical Location		
1&1/2 miles west of Rt 47 on Fox Road south of Fox Glen Subdivision		
Zoning and Land Use of Surrounding Parcels		
North Yorkville: R-2; Kendall County R-3 & A1-SU		
East Kendall County A-1; Yorkville R-2		
South Kendall County A-1		
West Kendall County A-1; Yorkville R-2		
Current Zoning Classification R2 One Family Requested Zoning Classification A-1 Agricultural		
Comprehensive Plan Future Land Use Designation Suburban Neighborhood & Park/Open Space Total Acreage 101		
Kendall County Parcel Number(s) Within Proposed PUD		
05-06-100-008 05-06-100-008		
05-06-100-008	05-06-100-008	
05-06-100-008	05-06-100-008	
05-06-100-008	05-06-100-008	
05-06-100-008	05-06-100-008	
05-06-100-008	05-06-100-008	

Application For Rezoning **Property Information** List all governmental entities or agencies required to receive notice under Illinois law: N/A Is the property within City limits? Yes No Does a floodplain exist on the property? Yes Additional Contact Information Attorney Name Address ZIP City State Phone Fax E-mail Engineer Name Address ZIP City State Phone Fax E-mail Planner Name Address ZIP City State Phone Fax E-mail

Rezoning Standards

Please state the existing zoning classification(s) and uses of the property within the general area of the proposed rezoned property:

The existing land uses and zoning surrounding the subject property are: single family residential (Fox Glen Subdivision) and Kendall County Forest Preserve to the north; rural agricultural land in unincorporated Kendall County and residentially zoned but undeveloped land to the east; unincorporated agriculturally zoned farm land to the south; and unincorporated agriculturally zoned farm land and residentially zoned but undeveloped land to the west.

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:

The land use in general area of the subject property has remained primarily agriculture or open space for several decades, with the exception of the Fox Glen subdivision located directly to the north which was approved in --- by Kendall County. There was trend in the mid 2000's to rezone the subject property and surrounding agricultural property to single-family planned unit developments at the height of the housing boom. However, none of those developments were constructed or final platted and the subject property and surrounding lands remained agricultural.

Please state the extent to which property values are diminished by the particular zoning restrictions:

Since the rezoning request will not alter the existing land use of the subject property, there should be little, if any, change in property values of surrounding uses if the rezoning to agriculture is approved.

Please state the extent to which the destruction of property values of plaintiff promotes the health, safety, morals, and general welfare of the public:

As stated previously, there would be little, if any, destruction of property values as a result of the proposed rezoning of the subject property to A-1 Agriculture, which is consistent with the current land use. Therefore the effect on the public health, safety, morals and general welfare is neutral.

Rezoning Standards

Please state the relative gain to the public as compared to the hardship imposed upon the individual property owner:

The relative gain to the general public, if the rezoning were to be approved, is the continued use of the subject property for agricultural purposes and provide for the protection, conservation and utilization of natural resources until such time redevelopment is warranted.

Please state the suitability of the subject property for the zoned purposes:

The existing agricultural use is consistent with the proposed A-1 Agricultural District.

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 subject property was rezoned from A-1 Agricultural in 2006 as a 172-unit single-family residential development zoned R-2. Since that time, the property has remained vacant and continued to be utilized for agricultural proposes.

Please state the community need for the proposed land use:

The community need for the proposed agricultural land use remains the same as it did when previously rezoned in 2006.

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 subject property is designated as Suburban Neighborhood and Parks/Open Space in the 2008 Comprehensive Plan Update. The Suburban Neighborhood land use classification is intended to be residential area primarily compromised of single-family detached residences. The Parks/Open Space land use classification is intended to preserve existing public open spaces such as recreational areas (park lands). The City is currently in the process of revising the 2008 Comprehensive Plan and the preliminary recommendation is to designate the subject property for an agriculture land use.

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):

Since the land use will remain the same, agriculture, under the proposed rezoning, there should be no significant impact to traffic and traffic conditions surrounding the subject property.

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".

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.

Applicant Signature

BBB Farms, UC

Claight Barrenan, Mgr.

Owner hereby authorizes the applicant to persue the appropriate entitlements on the property.

Owner Signature

Date

Class. Bureau

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE IN THE SPACE BELOW:

OFFICIAL SEAL
ANDREA M WEINERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/16/18



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	cept Plan Review	Project No.: FOR CITY	USE ONLY	Fund Account N	O.: FOR CITY USE ONLY
Petition/Approval Typ	e: check appropria	te box(es) of approval requ	ıested		
☐ Concept Plan Review	☐ Amendment (T	'ext) (Annexation) (Plat)	□ Annexation		
Rezoning	☐ Special Use		☐ Mile and ½ Revie	e w	
☐ Zoning Variance	☐ Preliminary Pla	an	☐ Final Plans		
□ P.U.D.	☐ Final Plat				
Petitioner Deposit Accou	unt Fund:				
establish a Petitioner Derequests. Typical requests. Typical requests review of development a legal fees, engineering a coordination and consult provided in the INVOIC services related to the percent (10%) of the funds equal to one-hund event that a deposit accomaly be suspended until project, the city will refur Responsible Party to the	eposit Account Fursts requiring the epprovals/engineering dother plan reging fees. Each function fees. Each function fees workshe roject or request. For each feed percent (100%) unt is not immediate account is full and the balance to to city by the 15th of und checks will be	nd to cover all actual exp stablishment of a Petition ing permits. Deposit accourses, processing of other diaccount is established we ET PETITION APPLICATION APPL	penses occurred as a mer Deposit Account ant funds may also be governmental appoint an initial deposit ATION. This initial he project review/appeacount. At any time Responsible Party was beguent reviews/fee by the administrative all funds remain in the Party. A written referred to be refund check to be	result of processing trund include, but as the used to cover costs elications, recording for the based upon the estimated proval process, the Fine the balance of the faill receive an invoice es related to the project estaff, consultants, but the deposit account at equest must be submit processed and distrib	such applications and re not limited to, plan for services related to ees and other outside mated cost for services gainst to pay for these inancially Responsible and account fall below requesting additional ect are required. In the eards and commissions the completion of the ted by the Financially outed by the 15th of the
	ACKNO'	WLEDGMENT OF FINA	ANCIAL RESPONS	BILITY	
Name/Company Name:	A	ddress:	City:	State:	Zip Code:
Telephone:	M	obile:	Fax:		E-mail:
Financially Responsib	le Party:				
I acknowledge and under when requested by the I the sale or other disposit positive balance in the f funds. Should the account	erstand that as the Jnited City of York ion of the property fund account, unlead the go into deficit, al	Financially Responsible wille, I will provide addit does not relieve the indi- ss the United City of You I City work may stop unti	tional funds to main vidual or Company/C rkville approves a C l the requested reple	tain the required according their ob- corporation of their ob- hange of Responsible	ount balance. Further, oligation to maintain a Party and transfer of
Print Name: Craig L B	orneman	T	itle: mgr.	2016	
Signature*:	Ja. Dom	Philese D	ate: February 10, 2	2010	
*The name of the indi corporate officer must	vidual and the p sign the declara	erson who signs this d tion (President, Vice-Pr	leclaration must be resident, Chairman	e the same. If a cor , Secretary or Treas	poration is listed, a surer)
		FOR CITY US	SE ONLY		
ACCOUNT CLOSURE	AUTHORIZATIO	ON:			
Date Requested:			Completed	Inactive	
Print Name:			☐ Withdrawn ☐	Collections	
Signature:			Other		
DEPARTMENT ROUN	TING FOR AUTI	HORIZATION: Comm	Dev. Building	Engineering Fina	ance Admin.

THAT PART OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILWAY COMPANY, WHICH POINT, PREVIOUSLY MONUMENTED BY A CONCRETE MONUMENT, IS REPORTED TO BE 50.54 FEET SOUTH 61 DEGREES 06 MINUTES 20 SECONDS WEST ALONG SAID RIGHT OF WAY FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE AND NORTH LINE OF SECTION 6, THENCE SOUTH 61 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD, 1437.98 FEET, THENCE SOUTH 01 DEGREES 28 MINUTES 38 SECONDS EAST, 406.94 FEET, THENCE SOUTH 25 DEGREES 19 MINUTES 10 SECONDS EAST, 1326.82 FEET; THENCE SOUTH 24 DEGREES 50 MINUTES 33 SECONDS EAST, 1405.93 FEET; THENCE NORTH 75 DEGREES 51 MINUTES 51 SECONDS EAST 1556.19 FEET; THENCE NORTH 14 DEGREES 05 MINUTES 45 SECONDS WEST, 393.10 FEET, THENCE NORTH 77 DEGREES 27 MINUTES 51 SECONDS EAST, 11.20 FEET, THENCE NORTH 12 DEGREES 35 MINUTES 59 SECONDS WEST 2406.69 FEET TO THE CENTER LINE OF FOX ROAD, THENCE SOUTH 62 DEGREES 58 MINUTES 18 SECOND WEST ALONG SAID CENTER LINE 581.48 FEET; THENCE NORTH 21 DEGREES 46 MINUTES 09 SECONDS WEST 784.86 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART IN FOX GLEN, BEING THAT PART OF THE FOREGOING NORTH OF THE CENTER LINE OF FOX ROAD), IN KENDALL TOWNSHIP, AND ALSO, (EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, BEGINNING ON THE CENTER LINE OF FOX ROAD AT THE SOUTHWEST CORNER OF A SUBDIVISION KNOWN AS "FOX GLEN, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS," THENCE SOUTH 25 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF LOT 19 IN SAID SUBDIVISION EXTENDED, 835.57 FEET, THENCE NORTH 64 DEGREES 40 MINUTES 50 SECONDS EAST 217.38 FEET, THENCE NORTH 18 DEGREES 20 MINUTES 7 SECONDS WEST 708.61 FEET, THENCE NORTH 18 DEGREES 46 MINUTES 5 SECONDS EAST 138.95 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FOX ROAD, THENCE NORTH 25 DEGREES 41 MINUTES 24 SECOND WEST 35.0 FEET TO SAID CENTER LINE; THENCE SOUTH 64 DEGREES 18 MINUTES 36 SECONDS WEST ALONG SAID CENTER LINE, 400.0 FEET TO THE POINT OF BEGINNING), IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF KENDALL, IN THE STATE OF ILLINOIS.

PIN	mailto_name	mailto_address1	mailto_address2	mailto_csz
05-06-376-011	WALZ GEORGE A TRUSTEE & WALZ EVELYN K TRUSTEE	6945 PAVILLION RD		YORKVILLE IL 60560
05-06-126-009	PEURA MICHAEL J & LISA A	8 FOX GLEN CT		YORKVILLE IL 60560
05-06-126-003	ALLEN DERVIN G & LINDA J	12 FOX GLEN CIR		YORKVILLE IL 60560
05-06-101-001	KALAS DANIEL F & PATRICIA L	45 W FOX GLEN DR		YORKVILLE IL 60560
05-06-126-001	FISCHER GREGORY R & JULIE R	17 FOX GLEN CIR		YORKVILLE IL 60560
05-06-376-008	GRAVES STEVEN E REV TR	P O BOX 229		MILLINGTON IL 60537
05-06-100-009	MILLER JAMES P TRUSTEE LIV TR & WILHELM SUSAN K REVOC LIV TR	11500 FOX RD		YORKVILLE IL 60560
05-06-126-002	STAUNTON PETER J & KATHLEEN M	15 FOX GLEN CIR		YORKVILLE IL 60560
05-06-400-007	MATLOCK DAVID G & CAROL H	7375 E HIGHPOINT RD		YORKVILLE IL 60560
05-06-127-001	BIESTERFELD DEVON	42 W FOX GLEN		YORKVILLE IL 60560
05-06-100-013	THEIS STEPEN G & KATHLEEN	11642 FOX RD		YORKVILLE IL 60560
05-06-400-006	MATLOCK DAVID G & CAROL H	7375 E HIGHPOINT RD		YORKVILLE IL 60560
05-06-100-012	CASTLE BANK BRUMMEL REALTY	1107D S BRIDGE ST		YORKVILLE IL 60560
05-06-400-005	GRAVES STEVEN E REV TR	P O BOX 229		MILLINGTON IL 60537
	HERRERA RAMON & NOEMI	36 W FOX GLENN DR		YORKVILLE IL 60560
05-06-127-003	KOTORA ERIC S & KATHERINE M	30 FOX GLEN DR		YORKVILLE IL 60560
05-06-127-004	CARPENTIER DANIEL J & MARCIE	26 E FOX GLEN DR		YORKVILLE IL 60560
05-06-276-001	FORD, WILMA & PAULINE DUGGAN	11284 FOX RD		YORKVILLE IL 60560
05-06-201-001	KENDALL COUNTY FOREST PRESERVE	110 W MADISON ST		YORKVILLE IL 60560
05-06-101-002	FOX DARREN & ERIN	51 FOX GLEN DR		YORKVILLE IL 60560
05-06-127-005	REED ROBERT W & ROBYN LYNN	18 FOX GLEN DR		YORKVILLE IL 60560
05-06-127-006	ELLIOTT STEVEN K REV TR	10 E FOX GLEN DR		YORKVILLE IL 60560
05-06-126-004	ROBINSON PAMELA J & ROSE SHARON M	29 E FOX GLEN DR		YORKVILLE IL 60560
05-06-126-006	GALBRAITH CHRISTINE A	3 FOX GLEN CT		YORKVILLE IL 60560
05-06-126-005	MCGUIRE DANIEL J & EMMA K	23 FOX GLEN DR		YORKVILLE IL 60560
05-06-126-011	TRUDO WILLIAM D & SUSAN K	5 E FOX GLEN D		YORKVILLE IL 60560
05-06-126-010	GAVIN DAVID A & TONIA J	2 FOX GLEN CT		YORKVILLE IL 60560

		700600031425 Filed for Record in
STATE OF ILLINOIS)	KENDALL COUNTY, ILLINOIS PAUL ANDERSON
) ss	09-29-2006 At 02:31 pm.
COUNTY OF KENDALL)	ORDINANCE 95.00
0001,11 01	2.1	RHSP Surcharse 10.00

ORDINANCE NO. 2006- <u>69</u>

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT OF (Silver Fox)

WHEREAS, it is prudent and in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Annexation Agreement pertaining to the annexation of real estate described on the Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Annexation Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 11-15.1.1, as amended, for the execution of said Annexation Agreement has been fully complied with; and

WHEREAS, the property is presently contiguous to the City.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE UNITED CITY OF YORKVILE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS;

Section 1: The Mayor and the City Clerk are herewith authorized and directed to execute, on behalf of the City, an Annexation Agreement concerning the annexation of the real estate described therein, a copy of which Annexation Agreement is attached hereto and made a part hereof.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

JAMES BOCK	<u> </u>	JOSEPH BESCO	<u> </u>
VALERIE BURD	n	PAUL JAMES	<u> </u>
DEAN WOLFER		MARTY MUNNS	<u> </u>
ROSE SPEARS	n	JASON LESLIE	
		MAYOR PROCHASKA	-4-
**	•	of the United City of Yorkville, Kenda	all County,
Illinois, this 8th	Day of <u>Al</u>	1G UST , A.D. 2006.	1
		atha Ha	Musik h
			MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County,
Illinois this 8th day of AUG UST, A.D. 2006.
ATTEST: Jaguely Moderal
CITY CLERK

Prepared by:

John Justin Wyeth City Attorney United City of Yorkville 800 Game Farm Road Yorkville, IL 60560

ANNEXATION AGREEMENT SILVER FOX SUBDIVISION

THIS ANNEXATION AGREEMENT ("Agreement"), is made and entered as of the day of Aug, 2006 by and between MIDWEST DEVELOPMENT, LLC an Illinois Limited Liability Company (collectively, "OWNER/DEVELOPER"), and the UNITED CITY OF YORKVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as "CITY") by and through its Mayor and Aldermen ("Corporate Authorities"). OWNER/DEVELOPER and the CITY are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

- A. OWNER/DEVELOPER is the owner of record of certain parcels of real estate legally described and shown on the Plat of Annexation, attached hereto as <u>Exhibit "A"</u> (hereinafter referred to as "SUBJECT PROPERTY").
- B. OWNER/DEVELOPER desire to annex the SUBJECT PROPERTY to the CITY for the purposes of developing a residential known as Silver Fox. The SUBJECT PROPERTY is currently contiguous with the existing corporate limits of the CITY and is not within the boundary of any other city.
- C. OWNER/DEVELOPER desire to proceed with the development thereof for residential use in accordance with the terms and provisions of this Agreement.
- D. OWNER/DEVELOPER propose that the SUBJECT PROPERTY be rezoned under the R-2 Single-Family Residence District provisions of the City Zoning Ordinance ("Zoning Ordinance"), to be developed with detached single-family residences within the SUBJECT PROPERTY consisting of approximately one hundred (100) acres, legally described in Exhibit "A" attached hereto, all as depicted on the Preliminary Plat attached hereto and incorporated herein as Exhibit "B".
- E. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of the CITY upon the matters covered by this Agreement. The Plan Commission conducted a public hearing regarding the requested zoning and conceptual site plan on February 17th, 2005. City Council conducted the public hearing on the annexation agreement on January 10th, 2006.
- F. The CITY and OWNER/DEVELOPER have given all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and the City Code.

- G. The Corporate Authorities, after due and careful consideration, have concluded that the Execution of the Annexation Agreement and Planned Unit Development Agreement subject to the terms and provisions of this Agreement, and the rezoning, subdivision and development of the SUBJECT PROPERTY as provided for herein, will inure to the benefit and improvement of the CITY in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of the CITY and will otherwise enhance and promote the general welfare of the people of the CITY.
 - H. (i) Each party agrees that it is in the best interests of the OWNER/DEVELOPER and the CITY to annex and develop the SUBJECT PROPERTY described in the attached Exhibit "A and B" in conformance with the United City of Yorkville Comprehensive Plan with open spaces totaling over approximately 22.42 acres interspersed throughout the development and through the provision of orderly flow of traffic within the development and to adjoining real property.
 - (ii) Each party agrees that it is in the best interest of the local governmental bodies affected and the OWNER/DEVELOPER to provide for performance standards in the development of the SUBJECT PROPERTY.
 - (iii) Each party agrees that a substantial impact will be placed on the services of the United City of Yorkville and other governmental agencies by development of said real property.
 - (iv) The SUBJECT PROPERTY is contiguous to the corporate boundaries of the CITY.
- I. It is the desire of the CITY, the OWNER/DEVELOPER that the development and use of the SUBJECT PROPERTY proceed as conveniently as may be, in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of the CITY now in force and effect, except as otherwise provided in this Agreement.
- J. The OWNER/DEVELOPER and their representatives have discussed the proposed annexation and have had public hearings with the Plan Commission and the City Council, and prior to the execution hereof, notice was duly published and a public hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree to enter into this Agreement and to supplement the Petition for Zoning and Annexation and drawings submitted therewith, including the Preliminary Plat, attached hereto as Exhibit "B" and agree that the annexation, zoning and plan for the SUBJECT PROPERTY shall be approved by the

City Council upon the following terms and conditions and in consideration of the various agreements made between the parties:

- 1. <u>LEGAL CONFORMANCE WITH LAW</u>. This Agreement is made pursuant to and in accordance with the provisions of the CITY ordinances, as amended from time to time, and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.
- 2. ANNEXATION AND ZONING. As soon as reasonably practicable following the execution of this Agreement, the Corporate Authorities shall adopt such ordinances as may be necessary and appropriate to annex and rezone the SUBJECT PROPERTY under the R-2 Single-Family Residence District provisions of the City Zoning Ordinance ("Zoning Ordinance") with 172 residences, all as shown on the Preliminary Plat attached hereto as Exhibit "B", provided that interim use of all or any portion of the SUBJECT PROPERTY as agricultural use shall be permitted as legal non-conforming uses of the SUBJECT PROPERTY until such portions are actually developed.

OWNER/DEVELOPER agree that the SUBJECT PROPERTY shall be developed in accordance with the ordinances of the CITY, as approved or subsequently amended, unless otherwise provided for herein, and agree to follow all of the policies and procedures of the CITY in connection with such development except as modified in this Agreement and the Preliminary Plat (Exhibit "B").

3. <u>UTILITIES</u>, <u>EASEMENTS</u> <u>AND PUBLIC IMPROVEMENTS</u>. OWNER/DEVELOPER agree that any extension and/or construction of the utilities and public improvements shall be performed in accordance with existing CITY subdivision regulations as varied by this Agreement. Any on-site work and the cost thereof shall be the responsibility of OWNER/DEVELOPER within their respective parcels (Utilities and Public Improvements) except as otherwise provided in this Agreement.

In addition, the CITY agrees that, at OWNER/DEVELOPER's request, the CITY shall exercise reasonable and best efforts to acquire off-site easements. All costs related to or associated with condemnation of property as well as the cost of acquisition of the real property for easement purposes only, and not as to acquisition of fee title, shall be the responsibility of OWNER/DEVELOPER. The CITY shall not be obligated to incur any acquisition cost not approved by OWNER/DEVELOPER.

4. POTABLE WATER SUPPLY, SANITARY SEWER, RECAPTURE, AND FUNDING MECHANISMS.

A. The CITY represents to OWNER/DEVELOPER that most of the potable water facilities needed to serve this development will be constructed by the CITY pursuant to this agreement such that potable water, fire flow and water storage facilities will have sufficient capacity to adequately serve the needs of the OWNER/DEVELOPER and occupants of the SUBJECT PROPERTY as developed pursuant to the terms of this

Agreement.

B. With the respect to sanitary sewer treatment capacity, the CITY shall assist and cooperate with OWNER/DEVELOPER in their efforts to acquire adequate sanitary sewer treatment capacity from the Yorkville Bristol Sanitary District for use within their respective parcels in the SUBJECT PROPERTY as developed pursuant to this Agreement. Additionally, the CITY shall also assist and cooperate with OWNER/DEVELOPER in their efforts to obtain adequate means of delivery of such sanitary sewer capacity to the SUBJECT PROPERTY or, in the alternative, shall provide such means of delivery, subject, however, to the requirements of the Yorkville Bristol Sanitary District where appropriate. The CITY shall seek to obtain such governmental approvals and permits, but in the event that its best efforts are not successful, the CITY shall not be liable for any failure to provide adequate means of delivery of the sanitary sewer treatment capacity contemplated under this Subsection 5(B) arising from its inability to obtain such approvals and permits; and the CITY undertakes no duty to pay for the extension of sanitary sewer extensions to the SUBJECT PROPERTY.

5. <u>SECURITY INSTRUMENTS.</u>

- A. Posting Security. OWNER/DEVELOPER shall deposit, or cause to be deposited, with the CITY such irrevocable letters of credit or surety bonds in the forms prescribed by the ordinances of the CITY ("Security Instruments") to guarantee completion and maintenance of the public improvements to be constructed as a part of the development as are required by applicable ordinances of the CITY. The OWNER/DEVELOPER shall have the sole discretion, subject to compliance with Illinois law, as to whether an irrevocable letter of credit or surety bond will be used as the security instruments. The amount and duration of each Security Instrument shall be as required by applicable ordinances of the CITY. The City Council upon recommendation by the City Engineer, may from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of eighty-five percent (85%) of the value certified by the City Engineer of the completed work, so long as the balance remaining in the Security Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the Development.
- B. Acceptance of Underground Improvements and Streets. Upon completion and inspection of underground improvements, streets, and/or related improvements of Development, and acceptance by the City Council upon recommendation by the City Engineer, OWNER/DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the City Subdivision Control Ordinance.

The CITY shall exercise good faith and due diligence in accepting said public improvements following OWNER/DEVELOPER's completion thereof for the Development in compliance with the requirements of said ordinance, and shall adopt the resolution

accepting said public improvements not later than ninety (90) days of completion of the punchlist.

- C. <u>Transfer and Substitution</u>. Upon the sale or transfer of any portion of their respective parcels within the SUBJECT PROPERTY, OWNER/DEVELOPER shall be released from the obligations secured by its Security Instruments for public improvements upon the submittal and acceptance by the CITY of a substitute Security Instrument approved by the CITY, securing the costs of the improvements set forth therein.
 - 6. AMENDMENTS TO ORDINANCES. All ordinances, regulations, and codes of the CITY, including, without limitation those pertaining to subdivision controls, zoning, storm water management and drainage, comprehensive land use plan, and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Agreement, shall apply to the SUBJECT PROPERTY and its development for a period of five (5) years from the date of this Agreement. Any amendments, repeal, or additional regulations, which are subsequently enacted by the CITY, shall not be applied to the development of the SUBJECT PROPERTY except upon the written consent of OWNER/DEVELOPER during said five (5) year period. The CITY shall give the OWNER/DEVELOPER a six (6) month grace period from the date they are notified of any changes to the ordinances, regulations, and codes of the CITY in order to comply with the new regulations. After said five (5) year period, the SUBJECT PROPERTY and its development will be subject to all ordinances, regulations, and codes of the CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved, alter or eliminate any of the ordinance variations provided for herein, nor result in any subdivided lot or structure constructed within the SUBJECT PROPERTY being classified as non-conforming under any ordinance of the CITY. The foregoing to the contrary notwithstanding, in the event the CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the SUBJECT PROPERTY pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the SUBJECT PROPERTY and be complied with by OWNER/DEVELOPER, provided, however, that any so-called "grandfather" provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the SUBJECT PROPERTY shall be given full force and effect.

If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the CITY'S boundaries, then the benefit of such less restrictive requirements shall inure to the benefit of the OWNER/DEVELOPER, and anything to the contrary contained herein notwithstanding, the OWNER/DEVELOPER may proceed with development or construction upon the SUBJECT

PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

7. **BUILDING CODE; BUILDING PERMITS.**

- A. The CIFY has adopted the International Building Code, which is updated approximately every three years. The building codes for the CITY in effect as of the date of building permit application will govern any and all construction activity within the Subject Property.
- B. The CITY shall act upon each application for a building permit for which OWNERS/DEVELOPER, or their duly authorized representatives, shall apply, within fourteen (14) calendar days of the date of application therefore or within fourteen (14) calendar days of receipt of the last of the documents and information required to support such application, whichever is later, provided the applicable improvements for which the building permit applies will be constructed and installed in accordance with the approved final plat and approved final engineering for the development within the SUBJECT PROPERTY. If the application is disapproved, the CITY shall provide the applicant with a statement in writing specifying the reasons for denial of the application including a specification of the requirements of law that the applicant and supporting documents fail to meet. The CITY agrees to issue such building permits upon the compliance with those legal and documentary requirements so specified by the CITY.
- C. Subject to any other necessary governmental regulatory approval, the CITY shall permit OWNER/DEVELOPER, and their duly authorized representatives, to install temporary waste water holding tanks and temporary water facilities to serve sales offices or similar temporary structures, and model buildings constructed on the SUBJECT PROPERTY provided that each such temporary tank and temporary water facility shall be removed and disconnected within ten (10) days after said structures shall be connected to the sewer or other permitted waste disposal systems, and water mains, at OWNERS/DEVELOPER's sole cost, subject to force majeure. The use of such temporary facilities shall be subject to all health and safety codes of the CITY and CITY shall inspect such facilities on a periodic basis.
- D. Subject to the provisions of Section 11 hereof, no permit fees, plan review fees or inspection fees which are not generally and uniformly applicable throughout the CITY shall be imposed by the CITY against the SUBJECT PROPERTY.
- 8. <u>FUTURE FINAL PLATS AND FINAL ENGINEERING</u>. The CITY shall act upon any final plat and final engineering submitted to it for approval within a reasonable time of its receipt of such final plat, final engineering and all necessary supporting documentation and information. The plat review and consideration by the CITY shall not exceed the limitations set out in 65 ILCS 5/11-12-8 (2002).

All proposed Final Plat units for this development shall contain a minimum of 40 dwelling units.

9. FEES AND CHARGES.

- A. During the first five (5) years following the date of this Agreement, the CITY shall impose upon and collect from the OWNER/DEVELOPER, and their respective contractors and suppliers, only those permit, license, tap-on and connection fees and charges, and in such amount or at such rate, as are in effect on the date of this Agreement and as are generally applied throughout the CITY, except as otherwise expressly provided for in this agreement on the Fee Schedule attached hereto and made a part hereof as Exhibit "C". At the expiration of this five (5) year term, the CITY shall give the OWNER/DEVELOPER a one (1) year grace period from the date they are notified of any changes to the permit, license, tap on and connection fees and charges in order to comply with the new regulations.
- B. To the extent that any fees charged by the CITY or other governmental agency by reason of this Agreement or City Ordinance are not frozen by the specific terms contained in this Agreement, such fees may be prepaid as follows:
 - (i) If the CITY increases any fees that are not prohibited from being increased by the terms of this Agreement and are applicable to the SUBJECT PROPERTY, the CITY will provide OWNER/DEVELOPER with notice thereof and OWNER/DEVELOPER will be permitted the right to prepay the fees as they existed prior to such increase at any time within thirty (30) days after receipt of the notice of the increase of the fees from the CITY.
 - (ii) OWNER/DEVELOPER's right to prepay will apply to all fees or only certain fees applicable to their respective parcels within the SUBJECT PROPERTY as selected by OWNER/DEVELOPER and prepayment of a particular fee will prevent the increase in such fee from being applicable to that portion of the SUBJECT PROPERTY for which such fee was prepaid. For fees charged on a per residential unit basis, OWNER/DEVELOPER may estimate the number of residential units and pay such fees based on such estimated number of units or may prepay for only a certain number (determined by OWNER/DEVELOPER) of units. Once the calculation is made, no refund of any portion of any prepayment made will be allowed.
- C. The CITY represents and warrants to OWNER/DEVELOPER that no part of the SUBJECT PROPERTY is currently subject to nor is there pending any request to subject any part of the SUBJECT PROPERTY to any special service area or special assessment district that will result in any special taxes or assessments for any portion of the SUBJECT PROPERTY, other than the SSA described in Section 19 of this agreement and any charges to existing drainage districts of record, if any.

10. CONTRIBUTIONS.

The CITY shall not require the OWNER/DEVELOPER to donate any land or money to the CITY, or any other governmental body, except as otherwise expressly provided in this Agreement.

11. SCHOOL AND PARK DONATIONS.

DEVELOPER shall be responsible for making the contributions as outlined below to the Yorkville Community School District #115 ("School District"), the City of Yorkville Park Department ("Park Department") and the CITY for the estimated impact and donation that is projected to be experienced by said entities as a result of the development in the manner provided for under this Agreement.

Yorkville Parks and Recreation Department:

Land Donation: 3.00 Acres as depicted on the Planned Unit Development Plan

Cash Donation:. Payable at the time of issuance of each building permit at the rate of \$1,604.65 per detached single family home

Yorkville Community School District:

Land Cash Fee: Owner/Developer agrees to pay, in lieu of land, a cash donation of \$822,242.56 in satisfaction of the land cash fee to the School District per the ordinances. Said contribution shall be paid 100% at the time of issuance of each building permit in the amount of \$4,780.48 per single family dwelling.

12. PROJECT SIGNS.

Following the date of this Agreement and through the date of the issuance of the final occupancy permit, OWNER/DEVELOPER shall be entitled to construct, maintain and utilize offsite subdivision identification, marketing and location signs at not more than two (2) locations at any time within the corporate limits of the CITY as OWNER/DEVELOPER may designate (individually an "Offsite Sign" and collectively the "Offsite Signs") subject to sign permit review and issuance by the CITY. Offsite Signs will not be located on public right-of-way. OWNER/DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each Offsite Sign may be illuminated subject to approval by the CITY. In addition to the Offsite Signs, OWNER/DEVELOPER shall be permitted to construct, maintain and utilize signage as identified in Exhibit "D" attached hereto and shall be permitted as a permanent sign at the entry of residential neighborhood.

13. MODEL HOMES, PRODUCTION UNITS AND SALES TRAILERS.

During the development and build out period (subsequent to final plat approval), OWNER/DEVELOPER, and such other persons or entities as OWNER/DEVELOPER may authorize, may construct, operate and maintain model homes and sales trailers staffed with OWNER/DEVELOPER's, or such other person's or entity's, sales and construction staff, and may be utilized for sales offices for Silver Fox. The number of such model homes and sales trailers and the locations thereof shall be as from time to time determined or authorized by DEVELOPER.

Off-street parking shall be required for model homes when more than five (5) model homes are constructed on consecutive lots in a model home row. Three (3) off-street spaces will be required for each model home in a model home row, with combined required parking not to exceed thirty (30) off-street spaces. A site plan showing the location of the parking areas and walks will be submitted for review and approval by the CITY.

No off-street parking shall be required for individual model homes or sales trailers that are not part of a model home row other than the driveway for such model home/sales trailer capable of parking two (2) cars outside of the adjacent road right-of-way. Building permits for model homes, sales trailers and for up to five (5) dwelling units, shall be issued by the CITY upon proper application thereof prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles and upon proof to the CITY the OWNER has demonstrated to the Bristol Kendall Fire Protection District fire hydrants within 300 feet of the dwelling units are operational) A final inspection shall be conducted prior to the use of a model home and water service shall be made available within 300' of the model home. Any fire hydrants that are not in service within 30 days of installation shall be marked or bagged by the OWNER. There shall be no occupation or use of any model homes or production dwelling units until the binder course of asphalt is on the street, and no occupation or use of any production dwelling units until the water system and sanitary sewer system needed to service such dwelling unit are installed and operational or until temporary service is available, whichever is earlier. Use of models as a model unit only shall not be deemed to be "occupancy" thereof and may be made prior to connection to a sanitary sewer or water system, so long as temporary waste water holding tanks and temporary water facilities are installed to serve them.

OWNER/DEVELOPER may locate temporary sales and construction trailers during the development and build out of said property, provided any such sales trailer shall be removed within two (2) weeks of issuance of the final building permit in that unit where the trailer is located. A building permit will be required by the CITY for any trailer that will be utilized as office space. Prior to construction of the sales trailer the OWNER/DEVELOPER shall submit an exhibit of the model trailer site with landscaping and elevations for the CITY's approval.

OWNER/DEVELOPER hereby agrees to indemnify, defend and hold harmless the CITY and the Corporate Authorities (collectively "Indemnities") from all claims, liabilities,

costs and expenses incurred by or brought against all or any of the Indemnities as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit and shall execute and deliver to the CITY a hold harmless and indemnification agreement in form and content reasonably satisfactory to the CITY, so providing, prior to the commencement of construction of any model homes. OWNER/DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units as the Final Plat and Final Engineering is approved by the CITY.

14. CONTRACTORS' TRAILERS.

The CITY agrees that from and after the date of execution of this Agreement, contractor's and subcontractor's supply storage trailers may be placed upon such part or parts of the SUBJECT PROPERTY as required and approved by OWNER/DEVELOPER for development purposes. Said trailers shall be removed respectively, within thirty (30) days after issuance of the last occupancy permit for each such parcel, subject to force majeure. A building permit will be required by the CITY for any trailer that will be utilized as office space. All contractor's trailers and supply trailers shall be kept in good working order and the area will be kept clean and free of debris. No contractor's trailers or supply trailers will be located within dedicated right-of-way.

15. CERTIFICATES OF OCCUPANCY.

- The CITY shall issue certificates of occupancy for buildings and dwelling A. units constructed on the SUBJECT PROPERTY within five (5) working days after proper application therefor or within five (5) working days after the receipt of the last of the documents or information required to support such application, whichever is later. If the application is disapproved, the CITY shall provide the applicant within five (5) working days after receipt of the application and all documentation or information required to support such application, with a statement in writing of the reasons for denial of the application including specification of the requirements of law which the application and supporting documents fail to meet. The CITY agrees to issue such certificates of occupancy upon the applicant's compliance with those requirements of law so specified by the CITY. The CITY, at its expense, shall retain the services of such consultants and/or hire such employees as may be necessary to ensure that the CITY is able to fulfill its obligations under this Subsection. The foregoing, however, shall not negate the obligation of OWNER/DEVELOPER to pay all fees otherwise payable for services rendered in connection with the issuance of certificates of occupancy under applicable CITY ordinances.
- B. Notwithstanding the foregoing, certificates of occupancy shall be issued by the CITY for buildings and dwelling units whose driveway and/or sidewalk paving and grading improvements have not been completely finished due to adverse weather conditions subject to the following understanding: if a certificate of occupancy is issued for such a building or dwelling unit and a party fails to complete the driveway and/or sidewalk paving

or grading improvements for such building or dwelling unit as soon as weather permits but in any event by the first day of summer, the CITY shall have the right to withhold the issuance of further building permits to such party until such exterior work has been completed; Notwithstanding the foregoing, if the provision above applies but if the party that failed to complete the driveway and/or sidewalk paving or grading improvements posts Security with the CITY in the amount of one hundred fifty percent (150%) of the amount estimated by the CITY to be needed to complete such improvements or to effect such corrections, the CITY shall not withhold the issuance of such building permits or certificates of occupancy. Under no circumstances shall the failure of Commonwealth Edison or another utility company to energize street lights installed by OWNER/DEVELOPER on the SUBJECT PROPERTY constitute a basis for the CITY denying the issuance of building permits or a certificate of occupancy for buildings and dwelling units constructed or to be constructed within the SUBJECT PROPERTY.

16. <u>LIMITATIONS</u>. In no event, including, without limitation, the exercise of the authority granted in Chapter 65, Section 5/11-12-8 of the <u>Illinois Compiled Statutes</u> (2002) ed., shall the CITY require that any part of the SUBJECT PROPERTY be dedicated for public purposes, except as otherwise provided in this Agreement or identified on the Concept Plan.

17. COMMENCEMENT OF IMPROVEMENTS.

- A. The CITY shall issue permits to OWNER/DEVELOPER to authorize the commencement of construction of utility improvements on the SUBJECT PROPERTY or any Parcel thereof at the sole risk and cost of OWNER/DEVELOPER prior to: (i) approval of a final plat of subdivision; (ii) prior to construction of the CITY utility improvements provided: (1) such construction is undertaken at the risk of the party seeking to undertake such work; (2) approved engineering plans for such improvements have been approved by the CITY that are sufficient in detail for the CITY to determine the nature and scope of the improvements being constructed; (3) the preliminary subdivision plat upon which the improvements are being constructed has been approved by the CITY; (4) the IEPA and the sanitary district that will serve the SUBJECT PROPERTY, as and if applicable, have issued permits for the construction of sanitary sewer and water lines. The CITY agrees to review and, where appropriate, execute IEPA sewer and water permit applications separate and apart from the review of final engineering plans so that the IEPA will be in a position to issue such permits prior to CITY approval of final engineering plans. The OWNER/DEVELOPER acknowledges that the CITY's signature on the IEPA water and sanitary sewer permit application does not constitute final plat or plan approval; and (5) the construction complies with the CITY'S then existing soil erosion ordinances. OWNER/DEVELOPER shall indemnify the CITY against any claims, actions or losses the CITY may suffer, sustain or incur because another governmental agency takes action against the CITY after OWNER/DEVELOPER undertake development activities on either of their respective parcels pursuant to the provisions of this Subsection 17 (B).
 - B. The CITY shall issue permits to OWNER/DEVELOPER to authorize the

commencement of mass earthwork and grading on their respective parcels of the SUBJECT PROPERTY or any Parcel thereof prior to acceptance of a final plat of subdivision and final engineering by the CITY, provided, that OWNER/DEVELOPER has submitted and the CITY has approved mass grading and erosion control plans at least thirty (30) days prior to the commencement of such mass earthwork and grading and complies with the erosion control ordinance of the CITY. All earthwork activities shall comply with Illinois EPA requirements and City of Yorkville ordinances.

C. Notwithstanding the foregoing, the SUBJECT PROPERTY or any portion thereof may continue to be used for agricultural and nursery uses as interim uses until the relevant portion of the SUBJECT PROPERTY is actually developed. Such uses shall constitute legal, non-conforming uses of the SUBJECT PROPERTY.

18. COVENANTS.

In lieu of any architectural control ordinances adopted by the CITY, the OWNER/DEVELOPER agrees to impose covenants, conditions and restrictions relating to façade materials, accessory structures and other building restrictions at the time of final plat submittal for each unit.

OWNER/DEVELOPER shall include provisions in the covenants to provide that the Homeowners Association shall be responsible for the maintenance of landscaping within the perimeter landscaping easements, signage provided, and other obligations as determined at the time of final platting and as referenced in this Agreement.

19. ESTABLISHMENT OF SPECIAL SERVICE AREA AS PRIMARY FUNDING MECHANISM FOR INSTALLATION OF PUBLIC IMPROVEMENTS.

OWNERS', DEVELOPER's and the CITY agree to establish a special service area ("SSA") as a primary funding mechanism for installation of on-site and off-site public improvements, including, without limitation, potable water, fire flow and/or water storage facilities, roads, storm water facilities (i.e., storm water sewers, collection and conveyance improvements, detention ponds if they benefit off-site properties), sanitary sewer facilities and other public improvements.

The CITY, OWNERS and/or DEVELOPER shall cooperate in good faith to identify and agree on the appropriate structure for the financing, which the CITY and DEVELOPER currently believe will consist of one or more SSA's pursuant to 35 ILCS 200/27-5 et seq., but which may be authorized and implemented under other legal frameworks acceptable to the CITY, OWNERS and/or DEVELOPER. However, CITY, OWNERS and/or DEVELOPER hereby expressly agree that the form of Special Tax or other Revenue Bond shall be the form of bond which requires a payment at the time of sale of a developed lot, or the time of issuance of a building permit, otherwise known as the "pay down" bond.

The burden of the assessment is limited to and shall be paid by only those future property owners within the SUBJECT PROPERTY, and the other properties joining in the SSA for the areas generally referred to as the "Southwest Infrastructure Developments" described in Section 20 of this agreement.

20. CROSS-CONTINGENCIES FOR INFRASTRUCTURE IMPROVEMENTS INCLUDING GREENBRIAR ROAD EXTENTION (SOUTHWEST INFRASTRUCTURE DEVELOPMENTS)

A. CROSS CONTINGENCIES. OWNERS, DEVELOPER and CITY agree that this agreement shall be cross contingent with the CITY's approval of Annexations with 5 Developments commonly referred to as the "Southwest Infrastructure Developments." A list of the developments and the funding required on behalf of each of the developments is attached hereto as Exhibit BBB. These developments are related in that they all will derive special benefit from infrastructure improvements to be financed through the issuance of Special Revenue Bond(s) payable from special taxes levied in one or more special service areas to fund the extension of infrastructure to and through the developments.

B. SSA FUNDING. Upon all Southwest Infrastructure Developments entered into individual annexation agreements, CITY, OWNERS and DEVELOPERS agree to establish individual Special Service Areas (SSA's) within each of the subdivisions listed on Exhibit BBB. City shall then take action to issue Special Revenue Bonds in and amount sufficient to fund the infrastructure extension by January 15, 2007 otherwise the DEVELOPERS shall have right to intervene. OWNER shall have the right to opt-out of participating in the SSA by providing written notice to the CITY of its intention to independently fund OWNER'S pro rata share of the infrastructure improvement costs as set forth on Exhibit "AAA-2". Written notice of OWNER'S intent to opt-out of the SSA must be provided in accordance with the Notice provisions of this Agreement and by thirty (30) days prior to (i) January 15, 2007, or (ii) actual issuance of the bond(s), whichever is later. OWNER will pay its pro rata share of the costs no later than the date of the bond issuance in readily available funds. OWNER'S failure to provide notice within the required time period shall be deemed to be its consent to participate in the SSA.

The formation of The SSA's and issuance of Special Revenue Bonds is intended to render the following results:

1. All areas will be within the SSA's, and all real property will become subject	٥t
to the Special Tax. It is anticipated that each development will enact an individual	
SSA's, and that all SSA's will issue one mutual Special Tax Bond for payments of the	
improvements.	

2.	The special	tax shall be	available to	fund the	repayment	of up to \$	(this will
be the pro r	ata amount o	wed by this	developmen	t)	million in	special tax	k bonds.

- 3. The special tax revenue bonds shall be used to construct infrastructure as described on Exhibit "AAA".
- C. COST CONTAINMENT, OVERRUNS. In order to reduce the risk of cost overruns, OWNERS and/or DEVELOPERS agree that the amount of bonds sold should not be determined until bids have be received by the City for construction of the Southwest Infrastructure. Since final engineering must be completed prior to seeking bids, OWNERS and/or DEVELOPER agree to front fund the amount indicated on Exhibit "BBB" and to receive reimbursement for said sum from the sale of the Revenue Bonds. OWNERS and/or DEVELOPERS shall be allowed to comment regarding the determination of the amount of bonds sold, and the amount of contingency for cost overruns. CITY will respond in writing to all OWNER and DEVELOPER comments and justify said overruns. All DEVELOPERS shall be responsible for contribution, based upon the same ratios and rational used in Exhibit "AAA" if the cost to complete the Southwest Infrastructure exceeds the amount of the Bonds with the additional contribution capped at \$1,000,000 per developer.
- D. PROCEEDS OF BONDS TO BE USED TO EXTEND GREEN BRIAR DRIVE. OWNERS and/or DEVELOPER agrees that traffic ultimately originating from this development, as well as all "Southwest Infrastructure Developments" will give rise to the need for the Green Briar Drive extension to Pavillion Road. One of the first uses of the Special Tax Bonds shall be the acquisition of right-of-way of the Green Briar Drive Extension. The City deems the construction of Green Briar as a high priority and agrees to proceed with construction as funding is available. In addition, OWNER'S and/or DEVELOPERS agree to route all construction traffic along state Route 71 to Pavillion or High Point Road and then to the development, and not allow construction traffic to travel along Fox Road from Rt 47 to the development.
- E. RECAPTURE/RECOVERY OF INFRASTRUCTURE IMPROVEMENTS
 The CITY shall, in accordance with Chapter 65, Section 5/9-5-1 et.seq. of the Illinois
 Compiled Statutes, 2002 Edition, enter into agreements for recapture/recovery
 ("Recapture/Recovery Agreement") with DEVELOPER providing for the
 recapture/recovery by DEVELOPER of a portion of the cost of certain improvements as
 identified on Exhibit "AAA", constructed by DEVELOPER which the CITY has
 determined may be used for the benefit of property ("Benefited Property") not located
 within the Subject Property which connect to said improvements. The Benefited Property
 is identified on said Exhibit "DDD" attached hereto. Recapture for the Green Briar Drive
 improvement may include an increase of the normal and customary road fee for the
 Benefited Properties and therefore require the CITY to consider increasing this fee for the
 Benefited Properties via the annexation agreements for the Benefited Properties. Each
 Recapture Agreement shall be substantially in the form as attached hereto and made a
 part hereof as Exhibit "EEE".

21. <u>HOMEOWNERS ASSOCIATION AND DORMANT SPECIAL</u> SERVICE AREA (DSSA).

- A. Homeowners Association. OWNER/DEVELOPER shall establish through a declaration of covenants, conditions and restrictions, a Homeowners Association ("Association") of all lot owners and a mandatory membership of all lot owners in the Association. The Association shall have the primary responsibility and duty to carry out and pay for the maintenance of Common Facilities (defined below) through assessments levied against all dwelling units. A maintenance easement shall be established over all of the Common Facilities located on the final plat for the Association that undertakes responsibility for the Common Facilities Maintenance. The Association will be responsible for the regular care, maintenance, renewal and replacement of the Common Facilities including stormwater detention areas and other open spaces. The maintenance described herein shall include, without limitation, the mowing and fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased or dead landscape materials, and the repair and replacement of fences and monument signs, so as to keep the same in a clean, sightly and first class condition, and shall otherwise comply with the CITY's Property Maintenance Standards and Landscape Ordinance.
- B. <u>Dormant Special Service Area</u>. DEVELOPER agrees to the CITY enacting at the time of final plat approvals a Dormant Special Service Area (DSSA) to act as a back up in the event that the Homeowner's Association fails to maintain the private common areas, detention ponds, perimeter landscaping features, and entrance signage.

22. ONSITE EASEMENTS AND IMPROVEMENTS.

In the event that during the development of the SUBJECT PROPERTY, OWNER/DEVELOPER determine that any existing utility easements and/or underground lines require relocation to facilitate the completion of their obligation for their respective parcels of the SUBJECT PROPERTY in accordance with the Preliminary Plat, the CITY shall fully cooperate with OWNER/DEVELOPER in causing the vacation and relocation of such existing easements and/or utilities, however, all costs incurred in furtherance thereof shall be borne by the OWNER/DEVELOPER. If any easement granted to the CITY as a part of the development of the SUBJECT PROPERTY is subsequently determined to be in error or located in a manner inconsistent with the intended development of the SUBJECT PROPERTY as reflected on the Preliminary Plat and in this Agreement, the CITY shall fully cooperate with OWNER/DEVELOPER in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by OWNER/DEVELOPER, as the case may be. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, OWNER/DEVELOPER shall pay for the cost of design and relocation of any such easement and the public utilities located on their respective parcels unless the relocation involves overhead utilities.

23. **DISCONNECTION.**

OWNER/DEVELOPER shall develop the SUBJECT PROPERTY as a development to be commonly known as Silver Fox in accordance with the final plat and final engineering approved by the CITY in accordance with the terms hereof, and shall not, as either the OWNER/DEVELOPER of said property, petition to disconnect any portion or all of said property from the CITY or from any service provided by the CITY.

24. CONFLICT IN REGULATIONS.

The provisions of this Agreement shall supersede the provisions of any ordinance, code, or regulation of the CITY which may be in conflict with the provisions of this Agreement.

25. CITY ASSISTANCE.

The CITY agrees to cooperate and provide any reasonable assistance requested by OWNER/DEVELOPER in applying for and obtaining any and all approvals or permits necessary for the development of the SUBJECT PROPERTY, including, but not limited to those required from the Illinois Environmental Protection Agency, the Army Corps of Engineers, the Federal Emergency Management Agency, the United States Environmental Protection Agency, IDOT, the Illinois Department of Natural Resources, Kendall Township, the United City of Yorkville Park Board and Yorkville Community Unit School District 115. The CITY further agrees to reasonably cooperate with OWNER/DEVELOPER in obtaining all permits and approvals required by the applicable sanitary district, the County of Kendall and all other governmental units in connection with the contemplated development of the SUBJECT PROPERTY.

26. ADDRESSES.

Within fourteen (14) days after the final plat of subdivision is approved, CITY will provide OWNER/DEVELOPER with the addresses of all lots for the purpose of expediting the process of obtaining utility installations by the applicable utility company or companies.

27. SUBSEQUENT AMENDMENTS.

It is understood and agreed that subsequent amendments of this Agreement, may be obtained solely by the owner of any portion of the SUBJECT PROPERTY and the CITY as to such portion without any action or approval of the owners of other portions of the SUBJECT PROPERTY if such amendments do not affect the rights, duties or obligations of the owners of the balance of the SUBJECT PROPERTY not included in the aforedescribed amendments without any action or approval of the owners of other portions of the SUBJECT PROPERTY. Rezoning may be applied for and processed by the CITY without requiring an amendment of this Agreement.

28. "RIGHT TO FARM" LANGUAGE.

The OWNER/DEVELOPER of the property acknowledges that Kendall County has a long, rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county (zoning indicator A-1 or Ag Special Use), normal agricultural practices may result in occasional smells, dust, sights, noise and unique hours of operation that are not typical in other zoning areas. The OWNER/DEVELOPER of the property agree to incorporate the "Right to Farm" language on the Final Plat of Subdivision and incorporate similar language within such other documents governing the subdivision if any property adjacent thereto is used or operated as a farm.

29. RESPONSIBILITIES OF OWNER/DEVELOPER.

The CITY agrees that the OWNER/DEVELOPER is exculpated from any personal liability or obligation to perform the commitments and obligations set forth herein for the SUBJECT PROPERTY for which they do not act as developer and that the CITY will look solely to the party who develops for such performance.

30. GENERAL PROVISIONS.

- A. <u>Enforcement</u>. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.
- B. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and be binding upon the OWNER/DEVELOPER and their successors in title and interest, and upon the CITY, and any successor municipalities of the CITY. It is understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon each and every subsequent grantee and successor in interest of the OWNER/DEVELOPER, and the CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNER/DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a empty lot or a lot improved with a dwelling unit who acquires the same for residential occupation, unless otherwise expressly agreed in writing by such purchaser.
- C. <u>All Terms and Conditions Contained Herein</u>. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them.
- D. <u>Notices</u>. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(I) If to OWNER DEVELOPER:

Midwest Development, LLC Yorkville, Illinois 60560

Fax: (630) 553-3024

with copies to:

Law Offices of Dallas C. Ingemunson,

226 S. Bridge Street Yorkville, Illinois 60560

Attention: Gregg Ingemunson

Fax: (630) 553-7958

(II) If to CITY:

United City of Yorkville

Attn: City Clerk 800 Game Farm Road Yorkville, IL 60560

Fax: (630) 553-7575

or to such other persons and/or addresses as any party may from time to time designate in a written notice to the other parties.

- E. <u>Severability</u>. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et seq., <u>Illinois Compiled Statutes</u> (2002 ed.). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not effect such portion or portions of this Agreement as remain. In addition, the CITY and OWNER/DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the SUBJECT PROPERTY.
- F. Agreement. This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of the City Code and <u>Illinois Compiled Statutes</u>. This Agreement may be amended by the CITY and the owner of record of a portion of the SUBJECT PROPERTY as to provisions applying exclusively thereto, without the consent of the owner of other portions of the SUBJECT PROPERTY not effected by such Agreement.
- G. <u>Conveyances</u>. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNER/DEVELOPER to sell or convey all or any portion of the SUBJECT PROPERTY, whether improved or unimproved.
- H. <u>Necessary Ordinances and Resolutions</u>. The CITY shall pass all ordinances and resolutions necessary to permit the OWNER/DEVELOPER, and their successors or assigns, to develop the SUBJECT PROPERTY in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. The CITY

agrees to authorize the Mayor and City Clerk to execute this Agreement or to correct any technical defects which may arise after the execution of this Agreement.

- I. <u>Term of Agreement</u>. The term of this Agreement shall be twenty (20) years from the date of execution of this Agreement. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of the CITY and OWNER/DEVELOPER.
- J. <u>Captions and Paragraph Headings</u>. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.
- K. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds, Kendall County, Illinois, at OWNER/DEVELOPER's expense.
- L. <u>Recitals and Exhibits</u>. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.
- M. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- N. <u>No Moratorium</u>. The CITY shall not limit the number of building or other permits that may be applied for due to any CITY imposed moratorium and shall in no event unreasonably withhold approval of said permits or approval for the final plat of the subdivision. Nothing contained herein shall affect any limitations imposed as to sanitary sewer or water main extensions by the Illinois Environmental Protection Agency, Yorkville-Bristol Sanitary District, or any other governmental agency that preempts the authority of the United City of Yorkville.
- O. <u>Time is of the Essence</u>. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Agreement shall be performed in a timely manner by all parties hereto.
- P. <u>Legal Challenges</u>. If for any reason and at any time, the annexation of the SUBJECT PROPERTY to the CITY is legally challenged by any person or entity by an action at law or in equity, the CITY shall: (i) cooperate with OWNER/DEVELOPER in the vigorous defense of such action through all proceedings, including any appeals; and (ii) take such other actions as may then or thereafter be possible pursuant to the Illinois Municipal Code to annex the SUBJECT PROPERTY and/or other properties to the CITY so that the annexation of the SUBJECT PROPERTY to the CITY can be sustained and/or effected.

- Q. Major and Minor Modifications. Any modification to any approved preliminary or final plats of subdivision and engineering plans, which are deemed to be minor modifications, may be approved by the CITY Administrator (following review and approval by the CITY Engineer) without requiring a public hearing and without formal amendment to the Planned Development approved for the SUBJECT PROPERTY or this AGREEMENT. Modifications necessary to solve engineering, layout and/or design problems shall be deemed to be minor modifications so long as such modifications do not change the essential character of the preliminary or final plats of subdivision or engineering plans or increase the total number of dwelling units allowed on the SUBJECT PROPERTY. Any revisions to a preliminary or final plat of subdivision or engineering plan, which if determined by the CITY to be major modifications, shall require review by the CITY's Planning Commission and approval by the CITY Council. In no event shall such major modification require an amendment to this AGREEMENT.
- R. <u>Exculpation</u>. It is agreed that the CITY is not liable or responsible for any restrictions on the CITY's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the SUBJECT PROPERTY, the CITY, the OWNER/DEVELOPER, including, but not limited to, county, state or federal regulatory bodies.
- S. <u>Effectiveness</u>. This Agreement shall be subject to and shall take effect immediately.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

OWNERS:

Midwest Development, LLC

CITY:

v: Brille Man Nam

Its Mhr

UNITED CITY OF YORKVILLE, an Illinois municipal corporation

By: Title: Mayor

Attesting on and Colors

LIST OF EXHIBITS

EXHIBIT "A": Legal Description EXHIBIT "B: Preliminary Plat EXHIBIT "C": Fee Schedule

EXHIBIT AAA: Overall Infrastructure Funding Summary
EXHIBIT BBB: Front Funding Distribution Summary

EXHIBIT CCC: SSA Summary of Terms

EXHIBIT DDD: Recapture/Recovery Area – Benefited Properties

EXHIBIT EEE: Recapture/Recovery Agreement

THAT PART OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON. NORTHERN RAILWAY COMPANY, WHICH POINT, PREVIOUSLY MONUMENTED BY A CONCRETE MONUMENT, IS REPORTED TO BE 50.54 FEET, SOUTH 61 DEGREES 06 MINUTES 20 SECONDS WEST ALONG SAID RIGHT OF WAY FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE NORTH LINE OF SAID SECTION 6; THENCE SOUTH 61 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID RAILROAD, 1437.98 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 38 SECONDS EAST, 406,94 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 10 SECONDS EAST, 1326.82 FEET; THENCE SOUTH 24 DEGREES 50 MINUTES 33 SECONDS EAST, 1405.93 FEET; THENCE NORTH 75 DEGREES 51 MINUTES 51 SECONDS EAST, 1556,19 FEET; THENCE NORTH 14 DEGREES 05 MINUTES 45 SECONDS WEST, 393.10 FEET; THENDE NORTH 77 DEGREES 27 MINUTES 51 SECONDS EAST, 11.20 FEET; THENCE NORTH 12 DEGREES 35 MINUTES 59 SECONDS WEST 2406.69 FEET TO THE CENTER LINE OF FOX ROAD; THENCE SOUTH 62 DEGREES 58 MINUTES 18 SECONDS WEST, ALONG SAID CENTER LINE, 581.48 FEET; THENCE NORTH 21 DEGREES 46 MINUTES 09 SECONDS WEST, 784.86 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART IN FOX GLEN, BEING THAT PART OF THE FOREGOING NORTH OF THE CENTER LINE OF FOX ROAD, AND EXCEPT THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER LINE OF FOX ROAD AT THE SOUTHWEST CORNER OF A SUBDIVISION KNOWN AS "FOX GLEN, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS; THENCE SOUTH 25 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF LOT 19 IN SAID SUBDIVISION EXTENDED, 835.57 FEET; THENCE NORTH 64 DEGREES 40 MINUTES 50 SECONDS EAST 217.38 FEET: THENCE NORTH 18 DEGREES 20 MINUTES 07 SECONDS WEST 708.61 FEET; THENCE NORTH 18 DEGREES 46 MINUTES 05 SECONDS EAST 138.95 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID FOX ROAD; THENCE NORTH 25 DEGREES 41 MINUTES 24 SECONDS WEST 35.00 FEET TO SAID CENTER LINE; THENCE SOUTH 64 DEGREES 18 MINUTES 36 SECONDS WEST ALONG SAID CENTER LINE, 400.00 FEET TO THE POINT OF BEGINNING) IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS, AND CONTAINING 102.75 +/- ACRES.

PRELIMINARY ENGINEERING PLANS PREPARED FOR

SMITH ENGINEERING CONSULTANTS, INC

SILVER FOX SUBDIVISION

YORKVILLE, ILLINOIS KENDALL TOWNSHIP, KENDALL COUNTY SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST **EXISTING ZONING - (KENDALL COUNTY, A-1)** PROPOSED ZONING - (CITY OF YORKVILLE, R-2)

PLANS PREPARED FOR:

MIDWEST DEVELOPMENT, LLC P.O. Box 7415 ROMEOVILLE, ILLINOIS 60446

PROJECT CONTACT:

MR. BRUCE SPERLING PHONE: (315) 577-2250 FAX: (815) 577-2251

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SMITH ENGINEERING CONTACTS

METAN I MINNEM P.E. CONCICO OF CARCE CHEMATICAS (630) 553-7560

DAYO & SCHUTZ P.E., CYL EKSMEET M (830) 553-7566

GEORGE E NECK ELL G'AL ENGNEER I (630):553+7560

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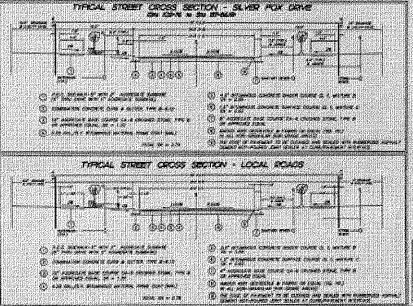
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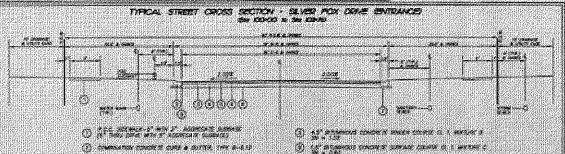


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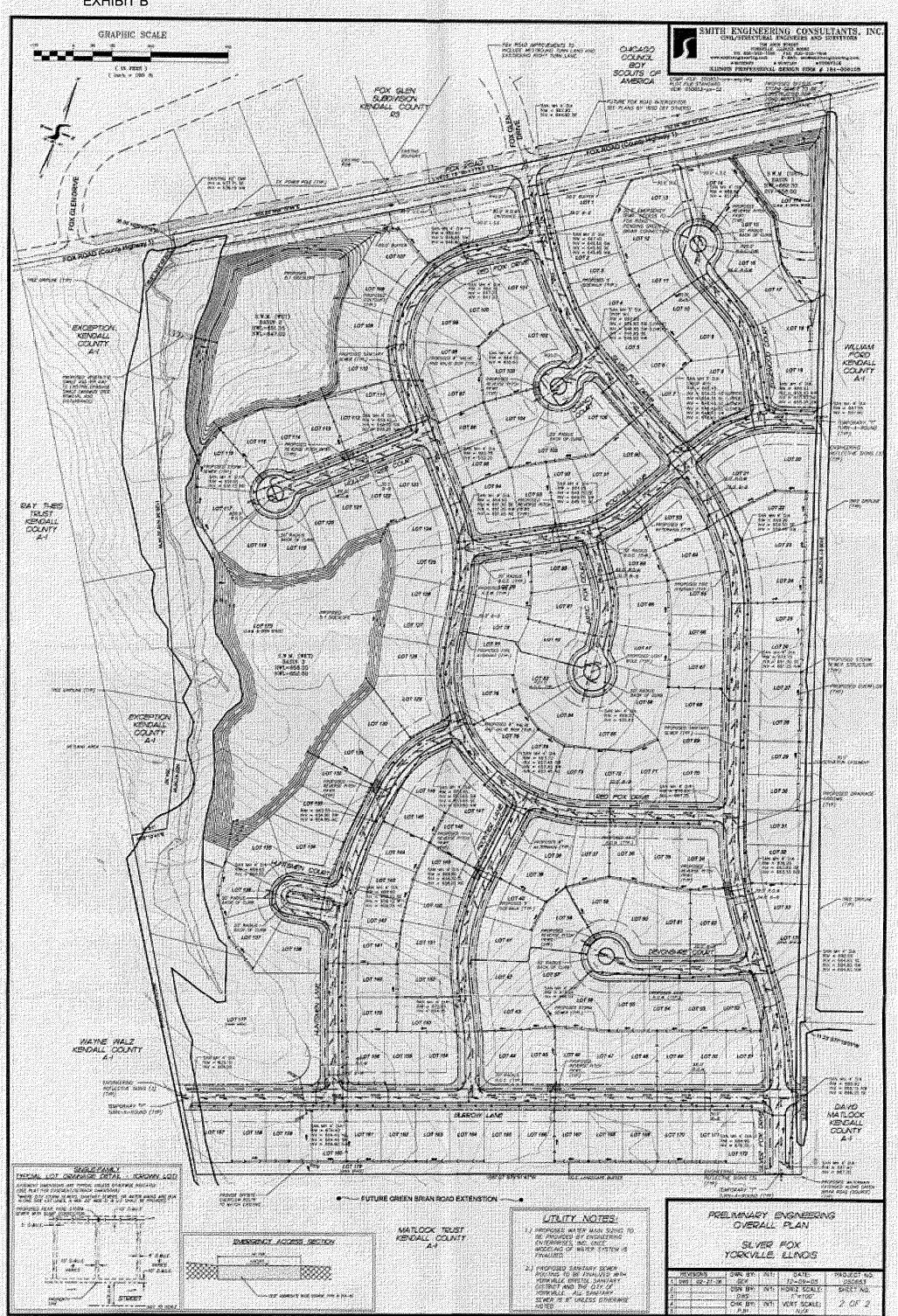
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EX	HIBIT C		
	Name of Fee	Amount	Time of Payment
1	School District Transition Fee	\$3,000 per unit	Paid to School District Office prior to application for building permit
		\$1,400 per unit	At time of building permit, paid at City Hall with separate check made out to YBSD
3	Yorkville Bristol Sanitary District Annexation Fee Yorkville Bristol Sanitary District Infrastructure	\$3,523 per acre	Paid for entire development, at time of annexation to sanitary district
4	Fee	\$3,523 per acre \$650 + \$.0.20 per	PAID BY SPECIAL TAX PROCEEDS
. 5	Building Permit Fee	square foot	Building Permit
6	Water Connection Fee	\$3,700 per unit	PAID BY SPECIAL TAX PROCEEDS
7	Water Meter Cost (not applicable to fee lock)	\$390 per unit	Building Permit
8	City Sewer Connection Fee	\$2,000 per unit	PAID BY SPECIAL TAX PROCEEDS
9	Water and Sewer Inspection Fee	\$25 per unit	Building Permit
10	Public Walks and Driveway Inspection Fee	\$35 per unit	Building Permit
11a	Public Works (Development Impact Fee)	\$700 per unit	Building Permit
11b	Police (Development Impact Fee)	\$300 per unit	Building Permit
11c	Municipal Building (Development Impact Fee)	see "time of payment"	Municipal Building Fee is set up as \$5,509 per unit if paid at time of permit, or \$3,288 per unit if paid in a lump sum for all residential units at the time of final plat approval or within 90 days of when all City infrastructure is available to the development, whichever is later.
11d	Library (Development Impact Fee)	\$500 per unit	Building Permit
11e	Parks and Rec (Development Impact Fee)	\$50 per unit	Building Permit
11f	Engineering (Development Impact Fee)	\$100 per unit	Building Permit
11g	Bristol Kendall Fire District (Development Impact Fee)	\$1,000 per unit Calculated by	Building Permit
12	Parks Land Cash Fee	ordinance, \$80,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
13	School Land Cash Fee	Calculated by ordinance, \$80,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
14	Road Contribution Fund	\$107 per unit	\$1,893 (per unit) PAID BY SPECIAL TAX PROCEEDS
15	County Road Fee	\$875 per unit, escalating each calendar year at a rate determined by ordinance	\$674 (per unit) PAID BY SPECIAL TAX PROCEEDS
	Weather Warning Siren	\$75 per acre	Final Plat
	Administration Review Fee	1.75% of Approved Engineer's Estimate of Cost of Land Improvements	
	Engineering Review Fee	1.25% of Approved Engineer's Estimate of Cost of Land Improvements	
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Exhibit AAA - 1: Overall Infrastructure Funding Summary

SW INFRASTRUCTURE FUNDING United City of Yorkville, Kendall Co., IL.

	Construction		Engin	eeering		Total	Total Front	
	Estimate	Preliminary	Design	Construction	Subtotal	Cost	Funding	
Water								
F.1 - Well No. 13	\$ 704,000	\$ -	\$ 40,000	\$ 62,000	\$ 102,000	\$ 806,000		
F.2 - Well No. 13 WTP	\$ 2,893,880	\$ -	\$ 190,000	\$ 175,000	\$ 365,000	\$ 3,258,880	\$ 190,000	
F.3 - Green Briar Drive Water Main Extension	\$ 591,375	\$ -	\$ 44,353	\$ 44,353	\$ 88,706	\$ 680,081	\$ 44,353	
F.4 - 2.0 MG EWST	\$ 3,564,000	\$ -	\$ 105,000	\$ 116,500	\$ 221,500	\$ 3,785,500	\$ 105,000	
F.5 - BP/PRV Station (Chally Farm)	\$ 500,500	\$ -	\$ 40,000	\$ 35,000	\$ 75,000	\$ 575,500	\$ 40,000	
Additional Consultation, Surveying & Testing	\$	\$ -	\$ 70,000	\$ -	\$ 70,000	\$ 70,000	\$ 70,000	
Water Subtotal:	\$ 8,253,755	\$ -	\$ 489,353	\$ 432,853	\$ 922,206	\$ 9,175,961	\$ 489,353	
Leansponation.								
Green Briar Road R.O.W. Acquisition	\$ 672,000	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 692,000	\$ 20,000	
F.8 - Fox Road Resurfacing	\$ 504,260	\$ -	\$ 30,000	\$ 40,000	\$ 70,000	\$ 574,260	\$ 30,000	
Pavillion Road Improvements	\$ 1,187,549	\$ -	\$ 95,004	\$ 95,004	\$ 190,008	\$ 1,377,557	\$ 95,004	
Additional Consultation, Surveying & Testing	\$	\$ 5,000	\$ 10,000	\$ 47,502	\$ 62,502	\$ 62,502	\$ 15,000	
Transportation Subtotal:	\$ 2,363,809	\$ 25,000	\$ 135,004	\$ 182,506	\$ 342,510	\$ 2,706,319	\$ 160,004	
Sanitary Sewer								
Contract No. 1 & 2	\$ 5,161,080	\$ -	\$ 325,000	\$ 341,500	\$ 666,500	\$ 5,827,580	\$ 325,000	
Sanitary Sewer Subtotal:	\$ 5,161,080	\$ -	\$ 325,000	\$ 341,500	\$ 666,500	\$ 5,827,580	\$ 325,000	
Stormwater	0.000	(- 1 (- 1 ()) (- 1 ())						
SW Planning Area Stormwater Study	\$ -	\$ 33,800	\$ -	\$ -	\$ 33,800	\$ 33,800	\$ 33,800	
Stormwater Subtotal:	\$ -	\$ 33,800	\$ -	\$ -	\$ 33,800	\$ 33,800	\$ 33,800	
TOTAL (Water, Trans., San., & Storm):	\$ 15,778,644	\$ 58,800	\$ 949,357	\$ 956,859	\$ 1,965,016	\$ 17,743,660	\$ 1,008,157	

G:Public\Yorkville\Z004\YO0402 Fox Road Water System Extension Analysis\Eng\SSA Tables\WO MB and GB - W City Funding\(Development Funding Summary \(WO MB & W City Funding\) xis\Project Sum.

Exhibit AAA - 2: Funding Distribution Summary SW INFRASTRUCTURE FUNDING United City of Yorkville, Kendall Co., IL

		Total Single			Water		Transportat	ion Impr.	Sanitary	lmpr.	Stormwater	Planning	TOTAL	
unding Entity	Acreage	Family Dwelling Units (DU)	Density (DU/Acre)	Percent of Total DU	Subtotal Cost	Cost / D.U.	Total Cost	Cost / D.U.						
Inited City of Yorkville					\$ 1,990,881								\$ 1,990,881	
Silver Fox	103	172	1,67	19.7%	\$ 1,412,381	\$ 8,212	\$ 441,364	\$ 2,566	\$ 1,084,910	\$ 6,308	\$ 5,691	\$ 33	\$ 2,944,346	\$ 17.11
Evergreen Farm	49	77	1.57	8.8%	\$ 632,287	\$ 8,212	\$458,488	\$ 5,954	\$ 496,339	\$ 6,446	\$ 2,715	\$ 35	\$ 1,589,830	\$ 20,64
Aspen Ridge Estates	126	217	1.72	24.8%	\$ 1.781,900	\$ 8,212	\$756,945	\$ 3,488	\$ 1,356,178	\$ 6,250	\$ 6,982	\$ 32	\$ 3,902,005	\$ 17,98
Chally Farm	154	224	1.45	25.6%	\$ 1,839,381	\$ 8,212	\$ 574,799	\$ 2,566	\$ 1,484,251	\$ 6,626	\$ 8,533	\$ 38	\$ 3,906,964	\$ 17,4
ork Wood Estates	178	185	1.04	21.1%	\$ 1,519,131	\$ 8,212	\$ 474,723	\$ 2,566	\$ 1,405,901	\$ 7,599	\$ 9,880	\$ 53	\$ 3,409,635	\$ 18,4
Total		875	1.43	100.0%	\$ 9,175,961		\$ 2,706,319		\$ 5,827,580		\$ 33,800		\$ 15,752,779	1

		Total Single			Water	mpr.	Transportat	ion Impr.	Sanitary	lmpr.	Stormwater	Planning	TOTAL	ALL
Funding Entity	Acreage	Family Dwelling Units (DU)	Density (DU/Acre)	Percent of Total DU	Subtotal Cost	Cost / D.U.								
United City of Yorkville					\$ 1,990,881								\$ 1,990,881	
Silver Fox	103	172	1,67	19.7%	\$ 775,981	\$ 4,512	\$ (18,436)	\$ (107)	\$ 379,098	\$ 2,204	\$ -	\$ -	\$ 1,155,079	\$ 6,716
Evergreen Farm	49	77	1,57	8.8%	\$ 347,387	\$ 4,512	\$ (41,689)	\$ (541)	\$ 169,712	\$ 2,204	\$ -	\$ -	\$ 517,099	\$ 6,716
Aspen Ridge Estates	126	217	1.72	24.8%	\$ 979,000	\$ 4,512	\$ (117,488)	\$ (541)	\$ 478,280	\$ 2,204	\$ -	\$ -	\$ 1,457,280	\$ 6,716
Chally Farm	154	224	1.45	25.6%	\$ 1,010,581	\$ 4,512	\$ (24,010)	\$ (107)	\$ 493,709	\$ 2,204	\$ -	\$ -	\$ 1,504,289	\$ 6,716
York Wood Estates	178	185	1.04	21.1%	\$ 834,631	\$ 4,512	\$ (19,829)	\$ (107)	\$ 407,751	\$ 2,204	\$ -	\$ -	\$ 1,242,382	\$ 6,716
Total	610	875	1.43	100.0%	\$ 5,938,461		\$ (221,451)		\$ 1,928,550		\$ -	\$ -	\$ 7,867,011	

		Total Single			Water	Water Impr.		Transportation Impr.		Sanitary Impr.		Stormwater Planning		TOTAL ALL	
Funding Entity	Acreage	Family Dwelling Units (DU)	Density (DU/Acre)	Percent of Total DU	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	
United City of Yorkville		4-			\$ -								\$ -		
Silver Fox	103	172	1.67	19.7%	\$ 636,400	\$ 3,700	\$ 459,800	\$ 2,673	\$ 705,812	\$ 4,104	\$ 5,691	\$ 33	\$ 1,807,702	\$ 10,510	
Evergreen Farm	49	77	1.57	8.8%	\$ 284,900	\$ 3,700	\$ 500,177	\$ 6,496	\$ 326,627	\$ 4,242	\$ 2,715	\$ 35	\$ 1,114,419	\$ 14,473	
Aspen Ridge Estates	126	217	1.72	24.8%	\$ 802,900	\$ 3,700	\$ 874,433	\$ 4,030	\$ 877,898	\$ 4,046	\$ 6,982	\$ 32	\$ 2,562,212	\$ 11,807	
Chally Farm	154	224	1,45	25.6%	\$ 828,800	\$ 3,700	\$ 598,809	\$ 2,673	\$ 990,542	\$ 4,422	\$ 8,533	\$ 38	\$ 2,426,684	\$ 10,833	
York Wood Estates	178	185	1.04	21.1%	\$ 684,500	\$ 3,700	\$ 494,552	\$ 2,673	\$ 998,151	\$ 5,395	\$ 9,880	\$ 53	\$ 2,187,082	\$ 11,822	
Total		875	1.43	100.0%	\$ 3,237,500		\$ 2,927,770		\$ 3,899,030		\$ 33,800		\$ 7,885,768		

G:Public/Yorkville/2004/YO0402 Fox Road Water System Extension Analysis/EnglSSA Tables/(Development Funding Summary (WEP-PRV Recapt),xis/(Dev. Sum.

Notes:
The acreage and unit counts are estimates; Once the final acreage and unit counts have been established, the calculation methodology will be reran and the values will be adjusted accordingly.

Exhibit AAA - 3: Water Works System Improvements Funding Distribution SW INFRASTRUCTURE FUNDING United City of Yorkville, Kendall Co., IL

WATER DISTRIBUTION FUNDING SUMMARY

Funding Entity	Acreage	Total Single Family Units (DU)	Density (DU/Acre)	Percent of Total DU	Water Distr. Funding At \$1,435 / DU	Wate Connection Fee At \$3,700 / DU	Additional Supply, Treatment & Storage At \$3,077 / DU	Total Fees For Water Improvements	Water Improvement Cost per DU
United City of Yorkville	-		_		_			\$1,990,881	
Silver Fox	103	172	1.67	19.7%	\$246,811	\$636,400	\$529,170	\$1,412,381	\$8,212
Evergreen Farm	49	77	1.57	8.9%	\$110,491	\$284,900	\$236,896	\$632,287	\$8,212
Aspen Ridge Estates	126	217	1.72	24.8%	\$311,384	\$802,900	\$667,616	\$1,781,900	\$8,212
Chally Farm	154	224	1.45	25.6%	\$321,429	\$828,800	\$689,152	\$1,839,381	\$8,212
York Wood Estates	178	185	1.04	21.1%	\$265,466	\$684,500	\$569,166	\$1,519,131	\$8,212
Total / Average		875	1.43	100.0%	\$1,255,581	\$3,237,500	\$2,691,999	\$9,175,961	

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POTENTIAL MAXIMUM RECAPTURE/RECOVERY AMOUNT SUMMARY

Off-site Water Main Project / Infrastructure Item	Total Project Cost	Less Water Conn. Fee At 3,700 / DU	Less City Contr.	Maximum Recoverable Amount (Dev.)	Recovery per D.U.
Well No. 13	\$806,000				
Well No. 13 WTP	\$3,298,880				
2.0 MG EWST	\$3,815,500				
Supply, Treatment, & Storage Subiolal:	\$7,920,380	\$3,237,500	\$1,990,881	\$2,691,999	\$3,077
Green Briar Road WM	\$680,081	_		\$680,081	\$777
BP / PRV Station	\$575,500			\$575,500	\$658
Distribution Subtotal;	\$1,255,591			\$1,255,581	\$1,435
Total:	\$9,175,961	\$3,237,500	\$1,990,881	\$3,947,580	\$4,512

Development	Total Single Family Units (DU)	Recovery per D.U.	Maximum Recoverable Amount	
United City of Yorkville	_	-	\$1,990,881	
Silver Fox	172	\$4,512	\$775,981	
Evergreen Farm	77	\$4,512	\$347,387	
Aspen Ridge Estates	217	\$4,512	\$979,000	
Chally Farm	224	\$4,512	\$1,010,581	
York Wood Estates	185	\$4,512	\$834,631	
Total / Average	875	\$4,512	\$5,938,461	

Exhibit AAA - 4: Transportation Improvements Funding Distribution SW INFRASTRUCTURE FUNDING

United City of Yorkville, Kendall Co., IL

TRANSPORTATION FUNDING SUMMARY

Funding Entity	Acreage	Total Single Family Units (DU)	Density (DU/Acre)	Percent of Total DU	Transportation Infrastructure Fee At \$2,000 / DU	Transportation Improvement Cost per DU
Silver Fox	103	172	1.67	19.7%	\$344,000	\$2,000
Evergreen Farm	49	77	1.57	8.8%	\$154,000	\$2,000
Aspen Ridge Estates	126	217	1.72	24.8%	\$434,000	\$2,000
Chally Farm	154	224	1.45	25.6%	\$448,000	\$2,000
York Wood Estates	178	185	1.04	21.1%	\$370,000	\$2,000
Total / Average	610	875	1.43	100.0%	\$1,750,000	

G: Publici Yoskville 2004 YO 0402 Fox Road Water System Extension Analysis/EnglSSA Tables WO MB and GB - W City Funding (Development Funding Summary (WO MB & W City Funding).xis]Transportation

POTENTIAL MAXIMUM RECAPTURE/RECOVERY AMOUNT SUMMARY

Transportation	Total	Portion Of Transpor, Impact Fee	Remaining Transpor. Impact	Fees per
Improvement	Project Cost	At 2,000 / DU	Fee	D.U.
Green Briar Road R.O.W. Acq.	\$702,000		-	-
Fox Road Resurfacing	\$574,260		-	
Subtotal:	\$1,276,260	\$1,276,260		\$1,459
Pavillion/Fox Road Improvements:	\$1,430,059			
Less County Impact Fee Contribution:	(\$589,097)			_
Pavillion Local Funding Subtotal:	\$840,962	-		
Pavilion Road (30% Regional Share)	\$252,289	\$252,289	-	\$434
Pavilion Road (70% Adjacent Share)	\$588,673	-		
Total (Silver, Chally, York):	\$1,099,725	\$1,162,000	(\$62,275)	(\$107)
Total (Evergreen):	\$405,648	\$154,000	(\$41,689)	(\$541)
Total (Aspen):	\$610,849	\$434,000	(\$117,488)	(\$541)

Development	Total Single Family Dweiling Units (DU)	Remaining Fees per DU	Remaining Transpor. Impact Fees
Silver Fox	172	(\$107)	(\$18,436)
Evergreen Farm	77	(\$541)	(\$41,689)
Aspen Ridge Estates	217	(\$541)	(\$117,488)
Chally Farm	224	(\$107)	(\$24,010)
York Wood Estates	185	(\$107)	(\$19,829)
Total:	875		(\$221,451)

Notes:

- 70% of the Pavillion Road Improvement cost is applied to Aspen Ridge and Evergreen Farms; 30% (assumed regional portion of the improvement) is applied to the remaining subdivisions
- It is assumed Evergreen Farm and Aspen Ridge do not recover dollars from their Pavillion Road investment
- Of the four legs of the Pavillion Road Improvement with reference to the Fox and Pavilion intersection, the cost breakout for the 70% of the total portion that is applied to Evergreen Farms and Aspen Ridge is as follows: North and East 100% Evergreen Farms, West 100% Aspen Ridge, South 50% each
- The total cost for the regional (Non-County Impact Fee eligible) improvements is less than the total amount of money that will be collected for the \$2,000 / D.U. impact fee; The remaining portion of the impact fee will be due at building permit.
- Since Evergreen Farm and Aspen Ridge are not funding the "Regional Share" of Pavillion Road (they are funding the adjacent share), their transportation impact fee does not count against that portion of the improvement

Exhibit AAA - 5: Sanitary Conveyance Improvements Funding Distribution

SW INFRASTRUCTURE FUNDING United City of Yorkville, Kendall Co., IL

SANITARY CONVEYANCE FUNDING SUMMARY

Funding Entity	Acreage	Total Single Family Units (DU)	Density (DU/Acre)	Percent of Total DU	YB\$D Infrastructure Fee At \$3,523 / Acre	City Connection Fee At \$2,000 / Unit	Additional Funding Required At \$2,204 / DU	Total Fees For Sanitary Improvements	Sanitary Improvement Cost per DU
Silver Fox	103	172	1.67	19.7%	\$361,812	\$344,000	\$379,098	\$1,084,910	\$6,308
Evergreen Farm	49	77	1,57	8.8%	\$172,627	\$154,000	\$169,712	\$496,339	\$6,446
Aspen Ridge Estates	126	217	1.72	24.8%	\$443,898	\$434,000	\$478,280	\$1,356,178	\$6,250
Chally Farm	154	224	1.45	25.6%	\$542,542	\$448,000	\$493,709	\$1,484,251	\$6,626
York Wood Estates	178	185	1.04	21.1%	\$628,151	\$370,000	\$407,751	\$1,405,901	\$7,599
Total / Average	610	875	1.43	100.0%	\$2,149,030	\$1,750,000	\$1,928,550	\$5,827,580	

G.\Publici\Ycrkvillet\2004\YO0402 Fox Road Water System Extension Analysis\EnglisSA Tables\WO MB and GB - W City Funding\Covelepment Funding Summary (WO MB & W City Funding).xis|Sanitary #B & W City Funding\xis|Sanitary #B & W City

POTENTIAL MAXIMUM RECAPTURE AMOUNT SUMMARY

Sanitary Interceptor	Estimated Project Cost	Less YBSD Infr. Fee At \$3,523 / Acre	Less City Conn. Fee At \$2,000 / DU	Maximum Recoverable Amount	Recovery per D.U.
Contract Nos. 1 + 2	\$5,827,580	\$2,149,030	\$1,750,000	\$1,928,550	\$2,204
Total / Average	\$5,827,580	\$2,149,030	\$1,750,000	\$1,928,550	\$2,204

Development	Total Single Family Dwelling Units (DU)	Recovery per D.U.	Maximum Recoverable Amount
Silver Fox	172	\$2,204	\$379,098
Evergreen Farm	77	\$2,204	\$169,712
Aspen Ridge Estates	217	\$2,204	\$478,280
Chally Farm	224	\$2,204	\$493,709
York Wood Estates	185	\$2,204	\$407,751
Total / Average	875	_	\$1,928,550

Exhibit BBB: Front Funding Distribution Summary SW INFRASTRUCTURE FUNDING

United City of Yorkville, Kendall Co., IL

		Total Single			Wate	r Impr.	Transpor	tation Impr.	Sanita	ry Impr.	Stormwat	ter Planning	TOTA	L ALL
Funding Entity	Acreage	Family Dwelling Units (DU)	Density (DU/Acre)	Percent of Total DU	Subtotal Cost	Front Funding Amount	Total Cost	Front Funding Amount						
Silver Fox	103	172	1.67	19.7%	\$ 1,412,381	\$ 96,193	\$ 441,364	\$ 26,094	\$ 1,084,910	\$ 60,505	\$ 6,644	\$ 6,644	\$ 2,945,299	\$ 189,436
Evergreen Farm	49	77	1.57	8.8%	\$ 632,287	\$ 43,063	\$458,488	\$ 27,107	\$ 496,339	\$ 27,680	\$ 2,974	\$ 2,974	\$ 1,590,089	\$ 100,825
Aspen Ridge Estates	126	217	1,72	24.8%	\$ 1,781,900	\$ 121,360	\$756,945	\$ 44,752	\$ 1,356,178	\$ 75,633	\$ 8,382	\$ 8,382	\$ 3,903,406	\$ 250,127
Chally Farm	154	224	1.45	25.6%	\$ 1,839,381	\$ 125,274	\$ 574,799	\$ 33,983	\$ 1,484,251	\$ 82,776	\$ 8,653	\$ 8,653	\$ 3,907,083	\$ 250,686
York Wood Estates	178	185	1.04	21.1%	\$ 1,519,131	\$ 103,463	\$ 474,723	\$ 28,067	\$ 1,405,901	\$ 78,406	\$ 7,146	\$ 7,146	\$ 3,406,902	\$ 217,082
Total	610	875	1.43	100.0%	\$ 7,185,080	\$ 489,353	\$ 2,706,319	\$ 160,004	\$ 5,827,580	\$ 325,000	\$ 33,800	\$ 33,800	\$ 15,752,779	\$ 1,008,157

C:/PubSciYorkville/2004/YO0402 Fox Road Water System Extension Analysia/EngiSSA Yabise/WO MB and GB - W City Fundingi/Development Funding Summery (WO MB & W City Funding) xis/Front Funding

Notes:
The acreage and unit counts are estimates; Once the final acreage and unit counts have been established, the calculation methodology will be reran and the values will be adjusted accordingly.
The Front Funding Amount for each infrastructure component is computed by using the proportional share of the Subtotal Cost multiplied by the total front funding amount required.

DRAFT

UNITED CITY OF YORKVILLE, ILLINOIS KENDALL COUNTY, ILLINOIS SPECIAL SERVICE AREAS SERIES 2007 – PAYDOWN BONDS

(Southwest Interceptor Project including Pavillion Road)

Summary of Proposed Terms

ISSUER:

United City of Yorkville, Illinois (the "City")

BOND TYPE:

Special Tax Revenue Bonds

PUBLIC IMPROVEMENTS:

The proceeds of the Bonds will be used by the City to construct certain off-site Public Improvements benefiting the Special Service Areas (the "Areas"). Improvements include roadways (including Pavillion Road) sanitary sewer facilities, water facilities, costs for land and easement acquisitions relating to any of the foregoing improvements and certain soft costs associated with the Public Improvements.

THE AREAS:

The City will form five separate special service areas (the "Areas"), each of which will have a separate and distinct tax based on the number of acres and dwelling units. As currently contemplated, the special service areas will be:

	Acreage*	<u>Units</u> *
Silver Fox	103	172
Evergreen Farms	49	77
Aspen Ridge Estates	126	217
Chally Farm	154	224
York Wood Estates	178	185

^{*(}subject to change)

SECURITY:

- A first lien on all Special Taxes imposed upon all property within each Special Service Area.
- A Reserve Fund equal to 10% of the initial par amount of the
- the Special Service Areas will not be cross-collateralized

USE OF PROCEEDS:

The proceeds of the Bonds will be used to 1) purchase and/or construct certain Public Improvements; 2) fund a debt service reserve equal to 10% of par; 3) to pay capitalized interest for up to 25 months; and, 4) pay costs of issuance.

COUPON:

TBD

FINAL MATURITY:

March 1, 2017

AMORTIZATION:

Amortization will be in years 2014 through 2017.

EXHIBIT CCC

DRAFT

STRUCTURE:

Pursuant to a Special Tax Roll, the Special Service Area Tax from each special service area will be due and payable in full upon the transfer of title on the property. Effectively, this structure will mandate the Special Tax be prepaid once the Developer no longer owns the property (i.e., prior to the time a homeowner takes possession). At each closing, the payoff amount would be deposited with the bond trustee and the City would issue a lien release. Quarterly, the Trustee would use all prepayments to redeem bonds. See "Special Mandatory Redemption from Property Owner Prepayment."

Beginning in 2009, each owner will be required to make special tax payments based on interest only for the special service area debt allocable to their property. Beginning with the June 2014 special tax payment, the special service area debt will begin to amortize for any unsold units.

AVERAGE ESTIMATED SPECIAL TAX PAYMENTS: (per unit)

Average Estimated Tax Payments

<u>Year</u>	Amount ⁽¹⁾
2009	\$1,196
2010	1,196
2011	1,196
2012	1,196
2013	6,485
2014	6,485
2015	6,485
2016	4,185

- (1) includes principal and interest
 - assumes an average debt of \$22,955/unit
 - assumes title does not transfer
 - assumes no prepayment and an average Debt Service Reserve Credit of \$2,295/unit

ESTIMATED SOURCES AND USES OF FUNDS:

Sources:

\$20,086,000
(200,860)
1,990,880
619,480
22,495,500
17,743,660
2,008,600
2,301,520
441,720
22,495,500

- (1) In order to allow for prepayment at any time without penalty, the bond purchasers will require a 1% discount on the bonds at the time of issuance.
- (2) Interest is earned on the unspent bond proceeds held by the bond trustee.
- (3) The Debt Service Reserve is required by bondholders and will be returned pro rata at the time of each lot payoff. See "Debt Service Reserve."
- (4) Interest is capitalized through March 1, 2009. The first tax bill will be June 2009.
- (5) Costs of issuance are estimates and subject to change.

EXHIBIT CCC

DRAFT

DEBT SERVICE RESERVE:

A Debt Service Reserve equal to 10% of the par amount of the Bonds will be required by the bondholders. A pro rata amount of the Debt Service Reserve will be used to reduce the payoff amount (see "Payoff") at the time the lien is released (the "Debt Service Reserve Credit"). The Debt Service Reserve Credit will not be available to any property owner that is delinquent in their special tax payments.

PAYOFF:

Based on a \$20,086,000 bond issue, the payoff figure per parcel would be:

Project	Fee per DU	Bond Costs	Total Tax per DU	DSR Credit	Payoff Amount ⁽¹⁾
City of Yorkville			1,990,880		
Silver Fox	17,118	4,709	21,827	2,183	19,644
Evergreen Farm	20,647	5,680	26,327	2,633	23,694
Aspen Ridge Estates	17,982	4,946	22,928	2,293	20,635
Chally Farm	17,442	4,798	22,240	2,224	20,016
York Wood Estates	18,430	5,070	23,500	2,350	21,150

⁽¹⁾ Difference between "Payoff Amount" and "Fee per DU" equals each unit's per share cost of the Costs of Issuance and the Capitalized Interest.

ANNEXATION AGREEMENT:

It is contemplated that each developer will agree in its Annexation Agreement to the formation of the special service area on its property and the imposition of the special tax. In order to assure an adequate number of units is included and the resultant special tax is acceptable, all annexations would need to occur simultaneously.

METHOD OF SALE:

Limited Offering

DENOMINATION:

\$100,000 with increments of \$1,000 in excess thereof.

BOND FORM:

Book-entry Only through DTC

ANTICIPATED RATING:

None

TAXATION:

Exempt from federal taxes; not subject to AMT; not exempt from State of Illinois income taxes.

INTEREST PAYMENT

March 1 and September 1, commencing September 1, 2007

DATES:

PRINCIPAL PAYMENT DATES:

OPTIONAL REDEMPTION:

March 1, commencing March 1, 2014

The Bonds are subject to mandatory redemption by the City prior to maturity.

SPECIAL MANDATORY REDEMPTION FROM PROPERTY OWNER PREPAYMENT: The Bonds are subject to mandatory redemption on any Interest Payment Date, in par, from prepayments of Special Taxes made in accordance with the Ordinance of the City establishing the Area (the "Establishing Ordinance") and deposited into the Special

Redemption Account of the Bond Fund, at a redemption price of par,

together with accrued interest on such Bonds to the date of

EXHIBIT CCC

DRAFT

redemption. The Bonds will be called in order of maturity.

When the amount on deposit in the Special Redemption Account equals \$1,000, such amount shall be used to redeem Bonds on the next Interest Payment Date at the redemption prices set forth above.

ACCELERATION:

The Indenture does not permit the acceleration of the principal of the

Bonds upon the occurrence of an Event of Default under the

Indenture.

ABATEMENT:

Annually on or before the last Tuesday in December, the City shall adopt an abatement ordinance abating the Special Tax to the extent monies are on deposit in the Principal and Interest Account of the Bond Fund and to adjust the levy for prepayment that occurred

during the year.

BOND COUNSEL:

Foley & Lardner

UNDERWRITER:

William Blair & Company

TRUSTEE:

Bank of New York

BILLING AND

COLLECTING:

The County will bill and collect the special service area tax.

ADMINISTRATOR:

The City will hire David Taussig & Associates as the special service area administrator (the "Administrator") to assist the City in the

levy, abatement and collection process.

MUTCH REPORTED FINE WITHIN HIND STOCK, STREET AND THE SAME.

INASPORTINGMENT FOR PROUP FIRE IDEAL WINDOW AND A PART FOR SERVICE

EXHIBIT 'EEE'

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("Agreement"), is made and entered as of the day of, 200_, by and between the UNITED CITY OF YORKVILLE, an Illinois municipal corporation ("CITY") and ("DEVELOPER").
RECITALS:
A. DEVELOPER is the OWNER and DEVELOPER of that certain real estate development located within the corporate limits of the CITY and commonly known as ("Subdivision").
B. DEVELOPER and the CITY have heretofore entered into that certain Annexation Agreement dated, 2006 ("Annexation Agreement") pertaining to the annexation and development of the Subdivision within the CITY.
C. DEVELOPER desires to recapture an allocable share of the costs of constructing certain of the public improvements for the Subdivision ("Recapture Items") which will provide benefit to other properties ("Benefited Properties") from the OWNERs of the Benefited Properties ("Benefited OWNERs").
D. DEVELOPER and the CITY are desirous of entering into this Agreement to provide for the fair and allocable recapture by DEVELOPER of the proportionate costs of the Recapture Items from the Benefited OWNERs, subject to the terms and conditions set forth in this Agreement.
NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:
1. RECAPTURE ITEMS . The Recapture Items, being elements of the public improvements to be constructed as a part of the development of the Subdivision, are identified in Attachment "A" attached hereto ("Recapture Schedule"). The Recapture Schedule identifies each Recapture Item and the estimated cost to construct each Recapture Item ("Estimated Cost"). DEVELOPER shall cause each of the Recapture Items to be constructed in compliance with the provisions of the Annexation Agreement and to be accepted and conveyed to the CITY in accordance with applicable ordinances of the CITY.
2. <u>BENEFITED PROPERTIES</u> . The Benefited Properties are legally described in the Recapture Schedule attached hereto as Attachment "B". Each parcel of real estate contained within the Benefited Properties is referred to herein individually as a "Benefited Parcel". There are a total of () Benefited Parcels as identified in the Recapture Schedule.

- 3. <u>RECAPTURE COSTS</u>. The Recapture Item(s) which the Corporate Authorities of the CITY have determined will benefit a Benefited Parcel, and the prorata share of the Estimated Cost of each such Recapture Item to be allocated to such Benefited Parcel are set forth in the Recapture Schedule. The aggregate amount of the proportionate share of the Estimated Cost for each of the Recapture Items allocable to a Benefited Parcel is referred to herein as the "Recapture Costs". The Recapture Costs for each of the Benefited Parcels shall be as identified in the Recapture Schedule. Interest shall accrue on the Recapture Costs for the benefit of DEVELOPER at the rate of six percent (6 %) per annum from the date the Recapture Item is completed until the Recapture Cost is paid. All references to Recapture Costs herein shall include accrued interest owed thereon.
- 4. <u>COLLECTION OF RECAPTURE COSTS</u>. The CITY shall assess against and collect from the Benefited OWNER of a Benefited Parcel, or any portion thereof, his successors and assigns, the Recapture Cost, calculated under Paragraph 3 of this Agreement for such Benefited Parcel. At such time as a Benefited OWNER, or its agent or representative, annexes and/or subdivides a Benefited Parcel, or any portion thereof, or subdivides the Benefited Parcel from a larger parcel of land, or applies to the CITY for issuance of a permit for connection to all or any of the Recapture Items, whichever shall first occur, the CITY shall collect from such Benefited OWNER, or its agent or representative, the applicable Recapture Costs, owed hereunder by such Benefited Parcel. No Benefited Parcel which is a part of a subdivision (whether by plat or division by deed) shall be approved or recognized by the CITY or be issued a connection permit to a Recapture Item by the CITY until such Benefited Parcel has fully paid the applicable Recapture Costs, owed by such Benefited Parcel under this Agreement.
- 5. PAYMENT OF RECAPTURE COSTS. Any Recapture Costs, collected by the CITY pursuant to this Agreement shall be paid to DEVELOPER, or such other person or entity as DEVELOPER may direct by written notice to the CITY, within thirty (30) days following collection thereof by the CITY. It is understood and agreed that the CITY's obligation to reimburse DEVELOPER shall be limited to funds collected from the Benefited OWNERs as provided herein, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the CITY to make payments from its general corporate funds or revenue.
- 6. <u>CITY'S OBLIGATION</u>. The CITY and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections of the Recapture Costs, for each Benefitted Parcel. Neither the CITY or any of its officials shall be liable in any manner for the failure to make such collections, and DEVELOPER agrees to hold the CITY, its officers, employees and agents, harmless from the failure to collect said fees. In any event, however, DEVELOPER and/or the CITY may sue any Benefited OWNER owing any Recapture Costs, hereunder for collection thereof, and in the event DEVELOPER initiates a collection lawsuit, the CITY agrees to cooperate in DEVELOPER's collection attempts hereunder by allowing full and

free access to the CITY's books and records pertaining to the subdivision and/or development of the Benefited Parcel and the collection of any Recapture Costs therefore. In the event the CITY and any of its agents, officers or employees is made a party defendant in any litigation rising out of or resulting from this Agreement, DEVELOPER shall defend such litigation, including the interest of the CITY, and shall further release and hold the CITY harmless from any judgment entered against DEVELOPER and/or the CITY and shall further indemnify the CITY from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the CITY or any of its agents, officers or employees.

- 7. <u>CITY'S COLLECTION OF OTHER FEES AND CHARGES</u>. Nothing contained in this Agreement shall limit or in any way affect the rights of the CITY to collect other fees and charges pursuant to CITY ordinances, resolutions, motions and policies. The Recapture Costs provided for herein for each Benefited Parcel is in addition to such other CITY fees and charges.
- 8. <u>TERM</u>. This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof, unless sooner terminated by the mutual agreement of the parties hereto or by the completion of all duties to be performed hereunder. In the event no portion of a Benefited Parcel is a part of a subdivision approved or recognized by the CITY and no connection permit as aforesaid is issued by the CITY for such Benefited Parcel within ten years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth herein pertaining to such Benefited Parcel, shall become null and void and of no further force and effect as to such Benefited Parcel.
- 9. <u>LIEN</u>. The recordation of this Agreement against the Benefited Properties shall create and constitute a lien against each Benefited Parcel, and each subdivided lot hereafter contained therein, in the amount of the Recapture Costs, plus interest, applicable hereunder to such Benefited Parcel.

10. MISCELLANEOUS PROVISIONS.

- A. <u>Agreement</u>: This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefited Properties.
- B. <u>Binding Effect</u>: Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of DEVELOPER and any successor municipal corporation of the CITY.
- C. <u>Enforcement</u>: Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding in force and compel performance of this Agreement.

- D. <u>Recordation</u>: A true and correct copy of this Agreement shall be recorded, at DEVELOPER's expense, with the Kendall County Recorder's office. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefited Properties in accordance with the terms and provisions set forth herein.
- E. <u>Notices</u>: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the U.S. mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to CITY:

United CITY of Yorkville

Attn: CITY Clerk 800 Game Farm Road Yorkville, Il 60560 Fax: (630) 553-4350

with a copy to:

John Wyeth, Esq. 800 Game Farm Road Yorkville, Il 60560 Fax: (630) 553-4350

If to OWNER

- F. <u>Severability</u>: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefited Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.
- G. <u>Complete Agreement</u>: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement, regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.
- H. <u>Captions and Paragraph Headings</u>: Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

- I. <u>Recitals and Exhibits</u>: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.
- J. Enforceability: This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

DEVELOPER:	CITY:
	UNITED CITY OF YORKVILLE, an Illinois municipal corporation
By:	By:
Title: President	Attest:
Dated:	CITY Clerk



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GILLETTE KENDALL COUNTY, IL

RECORDED: 9/24/2015 3:06 PM ORDI: 59.00 RHSPS FEE: 10.00 PAGES: 14

UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2015-28

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FIRST AMENDMENT TO AN ANNEXATION AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND JUSTINE BRUMMEL

This is the first amendment to the Annexation Agreement for the Silver Fox Subdivision recorded as Document #200600031425.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois This 26th day of May, 2015

> Prepared by and Return to: United City of Yorkville 800 Game Farm Road Yorkville, IL 60560

Published in pamphlet form by the authority of the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois on September 24, 2015.

Ordinance No. 2015-<u>28</u>

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FIRST AMENDMENT TO AN ANNEXATION AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND JUSTINE BRUMMEL

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, the City and Midwest Development, LLC entered into an Annexation Agreement dated August 8, 2006 (the "Original Agreement") which provided, among other things, for the annexation into the City and the development of approximately 100 acres (the "Subject Property") in accordance with an R-2 Single Family Residence District to be known as "Silver Fox"; and,

WHEREAS, the Subject Property was never developed, nor any other area included in any one of four (4) additional developments, all five collectively defined as the "Southwest Infrastructure Developments," and all of the parties in interest, or their successors in interest, now desire to unwind any and all of the cross contingencies and obligations of the Southwest Infrastructure Developments; and,

WHEREAS, the City desires to amend each of the annexation agreements as executed by each member of the Southwest Infrastructure Developments to remove all cross contingencies and obligations on the condition that all five owners of the Southwest Infrastructure Developments agree to such amendments; and,

WHEREAS, all notices required by law relating to an amendment to the Original Agreement have been given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

WHEREAS, as required by the Illinois Municipal Code, the Mayor and City Council of the City duly fixed the time and the place for a public hearing on the amendment to the Original Agreement, and pursuant to legal notice, held said hearing on May 12, 2015 all as required by the provisions of the Illinois Compiled Statutes and the City's Ordinances.

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

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

Section 2. The First Amendment To An Annexation Agreement By And Between The United City Of Yorkville, Kendall County, Illinois And Justine Brummel, attached hereto

and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver said First Amendment on behalf of the City.

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

Passed by the City Council of the I	United City of Yorkville, Kendall County, Illinois this
26 day of May	, A.D. 2015. Bette Waner
	CITY CLERK
CARLO COLOSIMO JACKIE MILSCHEWSKI CHRIS FUNKHOUSER DIANE TEELING	KEN KOCH LARRY KOT JOEL FRIEDERS SEAVER TARULIS
Approved by me, as Mayor of the U	United City of Yorkville, Kendall County, Illinois, this, A.D. 2015.
	MAYOR
Attest: Seth Wanen CITY CLERK	
Published in pamphlet form:	

SEPTEMBER 15 , 2015

FIRST AMENDMENT TO AN ANNEXATION AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND JUSTINE BRUMMEL

This First Amendment to an Annexation Agreement dated August 8, 2006 (the "Original Agreement") by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation (the "City"), and Midwest Development, LLC (the "Original Owner") is made and entered into this _______ day of _______ SEPTEMBER_______, 2015, by and between the City and Justine Brummel of 12565 Fox Road, Yorkville, Illinois 60560 ("Successor Owner").

WHEREAS, the City and the Original Owner entered into the Original Agreement which provided, among other things, for the annexation into the City and the development of approximately 100 acres (the "Subject Property") in accordance with an R-2 Single Family Residence District to be known as "Silver Fox"; and,

WHEREAS, the Original Agreement further provided for the development of 172 single-family residences as shown on a Preliminary Plat attached thereto as *Exhibit B*; the establishment of a Special Service Area as the primary funding mechanism for the installation of the necessary public improvements; and obligated the City to issue "Special Revenue Bonds" payable from special taxes levied on several service areas, contingent upon the annexation of four (4) additional developments (all five collectively defined therein as the "Southwest Infrastructure Developments"); and, the execution of recapture/recovery agreements to reimburse the Developer for improvements constructed by the Developer which benefitted property other than the Subject Property; and,

WHEREAS, the Subject Property was never developed, nor any other area included in any one of the Southwest Infrastructure Developments and all of the parties in interest, or their

successors in interest, now desire to unwind any and all of the cross contingencies and obligations of the Southwest Infrastructure Developments; and,

WHEREAS, the City desires to amend each of the annexation agreements as executed by each member of the Southwest Infrastructure Developments to remove all cross contingencies and obligations on the condition that all five owners of the Southwest Infrastructure Developments agree to such amendments.

NOW, THEREFORE, in consideration of the foregoing mutual covenants, agreements and conditions herein set forth, the City and the Successor Owner agree as follows:

Section 1. The Original Agreement is hereby repealed in its entirety and replaced with this First Amendment.

Section 2. Zoning. The Subject Property has been classified in the R-2 Single Family Residence Zoning District in accordance with the United City of Yorkville Zoning Ordinance and the Successor Owner of the Subject Property shall have the right to develop the Subject Property pursuant to said Zoning Ordinance, the City's Subdivision Ordinance and all other ordinances applicable to R-2 Single Family Residence development, as in effect at the time of the development of the Subject Property.

Portions of the Subject Property are presently being used for agricultural purposes and, notwithstanding any provision of the City Code now in effect or adopted during the Term (as hereinafter defined) of this First Amendment, and notwithstanding the City's zoning of the Subject Property, the current uses shall be permitted to continue as a legal non-conforming use.

Section 3. Annexation to Sanitary District.

On or before the development of the Subject Property, the Successor Owner hereby agrees to file any necessary petitions and agreements to request annexation thereof to the

Yorkville Bristol Sanitary District ("YBSD") for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of YBSD. The City shall fully cooperate with the Successor Owner in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, in order to permit the construction and connection of sanitary sewer lines to the YBSD facilities to serve the Subject Property.

Section 4. Sanitary Sewer and Water Improvements.

A. Successor Owner's Obligation. At its sole cost and expense, upon development of the Subject Property, the Successor Owner shall be obligated to construct all on-site sanitary sewer collection lines and all other on-site improvements as approved by the City for the collection of sanitary sewage generated by the Subject Property (the "Sewer Improvements") and all on-site water mains, distribution lines, and other improvements as approved by the City for the provision of potable water to the Subject Property (the "Water Improvements"), in accordance with the City Code. Should the City determine that a well and water treatment facility to be located on the Subject Property or a water tower is required, such improvements shall be considered an off-site improvement to be performed by the City at the cost of the Successor Owner. In the event the City determines a need for off-site Sewer Improvements, such off-site Sewer Improvements shall be performed by the City at the cost of the Successor Owner.

B. *Dedication*. Upon completion of construction or installation of the Sewer Improvements and Water Improvements, the Successor Owner shall dedicate to the City those portions of the Sewer Improvements and Water Improvements that are required to be dedicated in accordance with the City Code (the "*Public Sewer and Water Improvements*").

Section 5. Storm Water Improvements.

A. Successor Owner's Obligation. Upon development of the Subject Property at its own cost, the Successor Owner shall be obligated to construct all storm sewers, detention systems, and compensatory storage facilities as approved by the City for storm water drainage from the Subject Property ("Storm Water Improvements") in accordance with the City Code.

B. *Dedication*. Upon completion of construction, all Storm Water Improvements shall be owned and maintained by the Successor Owner. The Successor Owner shall dedicate a maintenance easement or easements to the City allowing the City to maintain the Storm Water Improvements.

Section 6. Repeal of all Cross Contingencies and Cross Obligations of the Southwest Infrastructure Developments. The Successor Owner and City agree that the enforceability of this First Amendment is contingent upon the approval, execution and recordation of amendments to the original annexation agreements for each of the other members of the Southwest Infrastructure Developments, namely: Chally Farm, Aspen Ridge, Yorkwood Estates and Evergreen Farm. Upon approval, execution and recordation of this First Amendment and amendments to all of the annexation agreements for each of the Southwest Infrastructure Developments, the Original Agreement shall be repealed and deemed to be null and void.

Section 7. Security Instruments. As required by City Code, the Owner Successor shall deposit, or cause to be deposited with the City such letters of credit or surety bonds ("Security Instruments") on the standard forms of the City, to guarantee completion and maintenance of improvements (as defined in the City's Subdivision Control Ordinance) to be constructed as a part of the development of the Subject Property. The Successor Owner may use either irrevocable letters of credit or surety benefits for its Security Instruments, as permitted by City

ordinance. The amount and duration of each Security Instrument shall be as required by applicable ordinances of the City at the time of development of the Subject Property.

Section 8. City Ordinances.

The Successor Owner agrees that the future development of the Subject Property shall be in accordance with the requirements of all applicable city ordinances as in effect as of the date all required development approvals are issued by the City, including but not limited to the following:

- (a) Procedures for acceptance of public improvements constructed as a part of the development of all or a portion of the Subject Property;
- (b) Signage;
- (c) Appearance code;
- (d) Permits;
- (e) Fees, charges and contributions;
- (f) School and park contributions with land or cash in lieu of land; and,
- (g) Building codes.

Section 9. Remedies.

Without limiting any of the remedies otherwise available at law or in equity to the Successor Owner or the City as a result of the breach of this First Amendment, the parties agree as follows:

A. This First Amendment shall be enforceable in any court of competent jurisdiction in the State of Illinois by the parties and their successors and assigns. Enforcement may be sought by an appropriate action at law or in equity to secure performance of the covenants,

agreements, conditions and obligations contained herein, including specific performance of this First Amendment. This First Amendment shall be governed by the laws of the State of Illinois.

- B. No action taken by any party pursuant to the provisions of this or any other section of this First Amendment shall constitute an election of remedies, and all remedies set forth in this First Amendment, as well as any remedies at law or in equity, shall be cumulative and shall not exclude any other remedy.
- C. Unless otherwise expressly provided herein, in the event of a material breach of this First Amendment, the parties agree that the defaulting party shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein. If such breach cannot be corrected within thirty (30) days, the non-breaching party shall not seek to exercise any remedy provided for herein as long as the defaulting party has initiated the cure of said breach and is diligently prosecuting the cure of said breach.
- D. In the event the performance of any covenant to be performed hereunder by any party is delayed for causes which are beyond the reasonable control of the party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation of, suspension of, or inability to secure any necessary governmental permit or license; or/and any similar cause), the time for such performance shall be extended by the amount of time of such delay.
- E. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's

right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

Section 10. Partial Invalidity of Agreement. This First Amendment is entered into pursuant to the provisions of the Illinois Municipal Code, Section 11-15.1-1 et seq. (65 ILCS 5/11-15.1-1 et seq.). If any provision of this First Amendment or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Amendment and, to that end, any terms, conditions and provisions of this First Amendment are declared to be severable. In addition, the City and Successor Owner shall take all action necessary or required to fulfill the intent of this First Amendment as to the development of the Subject Property.

Section 11. Notices.

All notices shall be in writing and shall be delivered personally or by a nationally recognized overnight courier, prepaid, or shall be sent by registered or certified mail, return receipt requested, postage prepaid, at the following addresses:

Successor/Owner : Justine Brummel

12565 Fox Road

Yorkville, Illinois 60560

With a copy to : Kelly A. Helland

1107A South Bridge Street Yorkville, Illinois 60560

To the City : United City of Yorkville

800 Game Farm Road Yorkville, Illinois 60560 With a copy to

Kathleen Field Orr, City Attorney

Kathleen Field Orr & Associates

53 West Jackson Blvd.

Suite 964

:

Chicago, Illinois 60604

Service shall be deemed to be upon delivery unless delivery is rejected and then service shall be deemed to have occurred upon such rejection.

Section 12. General Provisions.

A. Entire Agreement. This First Amendment contains all the terms and conditions

agreed upon by the parties hereto and no other prior agreement regarding the subject matter

hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the

terms and conditions of this First Amendment have been reached through a process of good faith

negotiation, both by principals and through counsel, and represent terms and conditions that are

deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of

them.

B. Amendment. This First Amendment may be amended from time to time in writing

with the consent of the parties, pursuant to applicable provisions of the City Code and the laws of

the State of Illinois in force from time to time. The City and the then owner of record of any

portion of the Subject Property, even if not the Successor Owner named herein, may agree (only

in writing) to amend or modify this First Amendment as to such portion(s) of the Subject

Property without the consent of the owner(s) of other portion(s) of the Subject Property, so long

as such amendment or modification does not alter the rights, obligations or remedies provided in

this First Amendment for any owner or any other portion of the Subject Property which is owned

by such owner of record.

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- C. No Third Party Beneficiaries. No provision of this First Amendment is intended to benefit, nor shall any provision of this First Amendment benefit, any party, individual or entity other than a party to this First Amendment or its respective successor or assign.
- D. Effective Date. The date on which this First Amendment becomes effective (the "Effective Date") shall be the date on which it has been approved and executed by all parties hereto.
- E. Term of First Amendment. This First Amendment shall be effective from its Effective Date and terminate as of August 7, 2026, being the termination date of the Original Agreement (the "Term); provided, however, that if any action is filed or any claim is made challenging the legality, validity or enforceability of this First Amendment, the period during which such action or claim is pending or unresolved shall not be included as part of the Term of this First Amendment.
- F. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 13. Successors and Assigns.

A. This First Amendment shall inure to the benefit of and be binding upon the Successor Owner and its successor(s) in title and interest, and upon the City, and any successor municipalities of the City. It is specifically agreed that the Successor Owner shall have the right to sell, transfer, lease, and assign all or any part of the Subject Property to other persons, firms, partnerships, corporations, or other entities for building or development purposes (as well as for occupancy) and that such persons, firms, partnerships, corporations, or other entities shall be

entitled to the same rights and have the same obligations as the Successor Owner has under this First Amendment.

- B. It is understood and agreed that this First Amendment constitutes a covenant running with the land and as such, shall be assignable to and binding upon each and every subsequent grantee and successor in interest of the Successor Owner and the City.
- C. Nothing contained in this First Amendment shall be construed to restrict or limit the right of the Successor Owner to sell or convey all or any portion of the Subject Property, whether improved or unimproved.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois Municipal Corporation

 $\mathbf{R}_{\mathbf{V}}$

Mayor

Attest:

City Clerk

Justine Brummel

v: Art B

Legal Description of Subject Property

THAT PART OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILWAY COMPANY, WHICH POINT, PREVIOUSLY MONUMENTED BY A CONCRETE MONUMENT, IS REPORTED TO BE 50.54 FEET SOUTH 61 DEGREES 06 MINUTES 20 SECONDS WEST ALONG SAID RIGHT OF WAY FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE AND NORTH LINE OF SECTION 6: THENCE SOUTH 61 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD, 1437.98 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 38 SECONDS EAST, 406.94 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 10 SECONDS EAST, 1326.82 FEET; THENCE SOUTH 24 DEGREES 50 MINUTES 33 SECONDS EAST, 1405.93 FEET; THENCE NORTH 75 DEGREES 51 MINUTES 51 SECONDS EAST 1556.19 FEET; THENCE NORTH 14 DEGREES 05 MINUTES 45 SECONDS WEST, 393.10 FEET; THENCE NORTH 77 DEGREES 27 MINUTES 51 SECONDS EAST, 11.20 FEET; THENCE NORTH 12 DEGREES 35 MINUTES 59 SECONDS WEST 2406.69 FEET TO THE CENTER LINE OF FOX ROAD: THENCE SOUTH 62 DEGREES 58 MINUTES 18 SECOND WEST ALONG SAID CENTER LINE 581.48 FEET; THENCE NORTH 21 DEGREES 46 MINUTES 09 SECONDS WEST 784.86 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART IN FOX GLEN, BEING THAT PART OF THE FOREGOING NORTH OF THE CENTER LINE OF FOX ROAD), IN KENDALL TOWNSHIP, AND ALSO, (EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE CENTER LINE OF FOX ROAD AT THE SOUTHWEST CORNER OF A SUBDIVISION KNOWN AS "FOX GLEN, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS;" THENCE SOUTH 25 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF LOT 19 IN SAID SUBDIVISION EXTENDED, 35.57 FEET; THENCE NORTH 64 40 MINUTES 50 SECONDS EAST 217.38 FEET; THENCE NORTH 18 DEGREES 20 MINUTES 7 SECONDS WEST 708.61 FEET; THENCE NORTH 18 DEGREES 46 MINUTES 5 SECONDS EAST 138.95 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FOX ROAD; THENCE NORTH 25 DEGREES 41 MINUTES 24 SECOND WEST 35.0 FEET TO SAID CENTER LINE; THENCE SOUTH 64 DEGREES 18 MINUTES 36 SECONDS WEST ALONG SAID CENTER LINE, 400.0 FEET TO THE POINT OF BEGINNING), IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

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10-15-4: ELIMINATION OF NONCONFORMING BUILDINGS, STRUCTURES AND USES:

The period of time during which the following nonconforming uses, buildings, or structures may continue or remain nonconforming shall be limited from March 28, 1974, or when any use, building or structure is rendered nonconforming by a subsequent amendment to this title. Every such nonconforming use, building or structure shall be completely eliminated or removed from the premises at the expiration of the period of time specified below:

- A. Any nonconforming use of a building or structure having an assessed valuation not in excess of five hundred dollars (\$500.00) shall be removed after two (2) years.
- B. All nonconforming advertising devices, such as pennants, flags, movable signs or portable outdoor displays in any business district shall be removed after two (2) years.
- C. Any nonconforming signs and any and all billboards and outdoor advertising structures shall be removed after five (5) years.
- D. Any nonconforming use of land where no enclosed building is involved, or where the only buildings employed are accessory or incidental to such use, or where such use is maintained in connection with a conforming building, shall be removed after a period of two (2) years.
- E. In all residence districts uses permitted only in the B-2 and B-3 districts or the manufacturing districts, and which use is located in a building, all or substantially all of which is designed or intended for a residential accessory purpose, shall be entirely discontinued and shall thereafter cease operation in accordance with the following amortization schedule:

TABLE 10.15.01 AMORTIZATION PERIODS

Description Of Use	Amortization Period
Uses permitted in the B-2 and B-3 districts	15 years
Uses permitted only in the manufacturing districts	15 years

F. Requests for extensions to the elimination period may be sought before the city council. In no case shall an extension be granted for a period longer than two (2) years. (Ord. 2014-73, 11-25-2014)

PUBLIC NOTICE NOTICE OF PUBLIC HEARING BEFORE THE UNITED CITY OF YORKVILLE PLAN COMMISSION PC 2016-05

NOTICE IS HEREWITH GIVEN THAT BBB Farms LLC, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning approval from R-2, Single-Family Traditional Residence District to A-1, Agricultural District. The real property is located on Fox Road, between Pavilion Road and Ford Drive in Yorkville, Illinois.

The legal description is as follows:

THAT PART OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILWAY COMPANY, WHICH POINT, PREVIOUSLY MONUMENTED BY A CONCRETE MONUMENT, REPORTED TO BE 50.54 FEET, SOUTH 61 DEGREES 06 MINUTES 20 WEST ALONG SAID RIGHT OF WAY FROM INTERSECTION OF SAID RIGHT OF WAY LINE AND THE NORTH LINE OF SAID SECTION 6: THENCE SOUTH 61 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID RAILROAD, 1,437.98 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 38 SECONDS EAST, 406.94 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 10 SECONDS EAST, 1,326.82 FEET; THENCE SOUTH 24 DEGREES 50 MINUTES 33 SECONDS EAST, 1,405.93 FEET; THENCE NORTH 75 DEGREES 51 MINUTES 51 SECONDS EAST, 1,556.19 FEET; NORTH 14 DEGREES 05 MINUTES 45 SECONDS WEST, 393.10 FEET; THENCE NORTH 77 DEGREES 27 MINUTES 51 SECONDS EAST, 11.20 FEET; THENCE NORTH 12 DEGREES 35 MINUTES 59 SECONDS WEST 2,406.69 FEET TO THE CENTER LINE OF FOX ROAD; THENCE SOUTH 62 DEGREES 58 MINUTES 18 SECONDS WEST, ALONG SAID CENTER LINE, 581.48 FEET; THENCE NORTH 21 DEGREES 46 MINUTES 09 SECONDS WEST, 784.86 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART IN FOX GLEN, BEING THAT PART OF THE FOREGOING NORTH OF THE CENTER LINE OF FOX ROAD, AND EXCEPT THAT PART OF THE NORTHWEST OUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER LINE OF FOX ROAD AT THE SOUTHWEST

CORNER OF A SUBDIVISION KNOWN AS "FOX GLEN, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS; THENCE SOUTH 25 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF LOT 19 IN SAID SUBDIVISION EXTENDED, 835.57 FEET; THENCE NORTH 64 DEGREES 40 MINUTES 50 SECONDS EAST 217.38 FEET; THENCE NORTH 18 DEGREES 20 MINUTES 07 SECONDS WEST 708.61 FEET; THENCE NORTH 18 DEGREES 46 MINUTES 05 SECONDS EAST 138.95 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID FOX ROAD; THENCE NORTH 25 DEGREES 41 MINUTES 24 SECONDS WEST 35.00 FEET TO SAID CENTER LINE; THENCE SOUTH 64 DEGREES 18 MINUTES 36 SECONDS WEST ALONG SAID CENTER LINE, 400.00 FEET TO THE POINT OF BEGINNING) IN THE TOWNSHIP OF KENDALL, 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, April 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