



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

AGENDA
PUBLIC WORKS COMMITTEE MEETING
Tuesday, January 19, 2016
6:00 p.m.
 City Hall Conference Room
 800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: December 15, 2015

New Business:

1. PW 2016-01 Water Department Reports for September – December 2015
2. PW 2016-02 Bond/LOC Update
3. PW 2016-03 Nicor Franchise Agreement
4. PW 2016-04 Countryside Subdivision Water Main and Roadway Improvements
5. PW 2016-05 Mill Street LAFO
6. PW 2016-06 Caledonia Subdivision – Proposed Dormant SSA

Old Business:

1. PW 2015-56 Maintenance of Stormwater Management Facilities
2. PW 2015-78 Shared Services Intergovernmental Agreement Template
3. PW 2015-45 E-Waste Recycling

Additional Business:

2015/2016 City Council Goals – Public Works Committee		
Goal	Priority	Staff
“Countryside Infrastructure”	4	Eric Dhuse & Brad Sanderson
“Vehicle Replacement”	5	Eric Dhuse
“Capital Infrastructure”	7	Bart Olson & Eric Dhuse
“Road Study (Update & Refresh)”	9	Eric Dhuse & Brad Sanderson
“Sidewalk Plan Funding”	18	Bart Olson & Rob Fredrickson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, January 19, 2016
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. December 15, 2015
 - Approved _____
 - As presented
 - With corrections

NEW BUSINESS:

1. PW 2016-01 Water Department Reports for September – December 2015
 - Moved forward to CC _____ consent agenda? Y N
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-

2. PW 2016-02 Bond/LOC Update

- Moved forward to CC _____ consent agenda? Y N
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-
-

3. PW 2016-03 Nicor Franchise Agreement

- Moved forward to CC _____ consent agenda? Y N
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-
-

4. PW 2016-04 Countryside Subdivision Water Main and Roadway Improvements

- Moved forward to CC _____ consent agenda? Y N
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-
-

5. PW 2016-05 Mill Street LAFO

- Moved forward to CC _____ consent agenda? Y N
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-
-

6. PW 2016-06 Caledonia Subdivision – Proposed Dormant SSA

- Moved forward to CC _____ consent agenda? Y N
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-
-

OLD BUSINESS:

1. PW 2015-56 Maintenance of Stormwater Management Facilities

- Moved forward to CC _____ consent agenda? Y N
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-
-

2. PW 2015-78 Shared Services Intergovernmental Agreement Template

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

3. PW 2015-45 E-Waste Recycling

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – December 15, 2015

Meeting and Date: Public Works Committee – January 19, 2016

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, December 15, 2015, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Chris Funkhouser
Alderman Ken Koch

Alderman Jackie Milschewski
Alderman Larry Kot

Other City Officials

City Administrator Bart Olson
Public Works Director Eric Dhuse
Engineer Brad Sanderson, EEI

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Chris Funkhouser.

Citizen Comments:

Previous Meeting Minutes: November 17, 2015

Chairman Funkhouser asked to change all references to “DOT” to “**IDOT**” under New Business item #5. The minutes were then approved as amended.

New Business:

1. PW 2015-75 Game Farm Road/Somonauk Street Improvements – Authorization No. 5

This is a balancing change order with a negative amount of approximately \$151,000 and an overall amount of about \$53,000 over the original contract. Mr. Sanderson recommended approval. Public Works Director Dhuse asked to go on record commending Brad's staff in keeping track of everything. This moves to the consent agenda for January 12, 2016.

2. PW 2015-76 MFT Resolution for 2016 Road to Better Roads Program

Mr. Sanderson said a resolution needs to be passed to use the MFT funds and it will be submitted to IDOT for review. Alderman Koch asked if the State withheld some of the MFT and Mr. Olson said the MFT and use taxes were just released and received by the City in the amount of \$300,000. This moves to the consent agenda.

3. PW 2015-77 Illinois Public Works Mutual Aid Network (IPWMAN) – Mutual Aid Agreement

Mr. Dhuse said this agreement allows for a large group of municipalities to render assistance in times of need when disasters are declared. All details are tracked for reimbursement. Certain criteria must be met with a minimum of 12 hours and up to 5 days being non-reimbursable and numbers exceeding those are reimbursed. There is a cost of \$250. The committee was in favor of this and it moves to the consent agenda for approval.

4. PW 2015-78 Shared Services Intergovernmental Agreement Template

Mr. Olson said the Public Works departments of Yorkville, Montgomery and Oswego would share services under this agreement and report the types of assets being used, manpower, etc. An example of this would be to share leaf vacuuming for efficiency. The three Public Works Directors are in favor of this agreement and Mr. Dhuse would also like to discuss with Fran Klaas at the County. Mr. Olson will discuss with the other towns and he recommended a quarterly report. This will come back to the Public Works Committee at a later date.

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

Mr. Sanderson said Wrigley and the City were awarded IDOT funds for intersection expansion and this must be processed under a resolution. The funds total \$707,138. A late winter or early spring bid letting is anticipated. This moves to the consent agenda.

6. PW 2015-80 TAP Grant

A letter will be sent to Kendall County to ask for another grant for \$1,500 for Rt. 47 sidewalks and trails. It is hoped the remaining funds (\$5,000) would be sent all at once. This is a 50/50 program and the City is committed to funding this project. Mr. Olson said this is basically a retroactive grant. This will be discussed again when a County response is received.

Old Business:

1. PW 2015-45 E-Waste Recycling

The city's former recycler has quoted a price of \$75 per pallet. Mr. Olson said electronics manufacturers are required to pay for recycling of the materials and haulers are also paid to offset their costs. When the manufacturers' recycling money ends, the haulers may cease pickups since the costs are too great.

Mr. Dhuse said the recycler would be willing to work with the City for pickups February 29-March 4. ID's will be verified to insure only residents are bringing recycle items. Chairman Funkhouser asked if the recycler could go into neighborhoods for pickups to eliminate a collection of items on Tower Lane. This option will be considered. Alderman Kot said weather could be a factor in those months, but an alternate date would be planned.

Mr. Olson said an e-waste recycling study will be done since IEPA realizes pickup service is not offered throughout the State and the growing need is recognized. This will come back to committee in January.

2. PW 2015-55 Route 47 Pedestrian Crossings

Additional analysis of the Rt. 47/Main St. crossing was done and Mr. Sanderson detailed the many factors considered. He said there is clearly not enough time to safely cross Rt. 47. He said if the City does want to take action, a rapid flashing beacon light is recommended. The cost would be \$13,000-\$15,000 and would require a permit through IDOT and FHA approval. The permit could take an

estimated 90 days. It was noted this solar-powered beacon light would only blink when it was button-activated. Maintenance would also need to be budgeted as well as repair from snow plow damage. This item will be moved forward to the January 12 Council meeting with the approval of this committee.

3. PW 2015-57 Traffic Calming Devices – Bristol Bay Elementary School Pedestrian Crossings

In previous meetings, the committee had requested pedestrian crossing enhancements at the school and Mr. Sanderson detailed these recommendations. They included enhanced striping and sign improvements—possibly with a blinker. Thermal striping was discussed and it was noted it is very expensive. The costs for these recommendations would be approximately \$8,000. A possible crossing guard was discussed and Chairman Funkhouser said he would follow up with school officials for a possible cost sharing. Alderman Milschewski suggested postponing the crossing guard and evaluating after the enhancements are complete. These recommendations were approved by the committee and this item will move forward to staff.

Additional Business:

Alderman Milschewski discussed the bollards that had been hit by a truck. She asked if there was a 'sleeve' on one of them and it was noted one might have been stolen. Mr. Dhuse said epoxy paint will be applied in the spring. She also questioned if there was a problem with the bridge lights—there are still issues. She also mentioned a streetlight base by Orange St., which was hit and also the crooked railings in the downtown. She inquired if flushing had occurred on her street and Mr. Dhuse said flow tests had been conducted.

Alderman Kot said there is water coming up over the sidewalk by the river pedestrian bridge. Mr. Dhuse said it is due to the high water rather than a watermain break. Mr. Kot also asked about the engine braking signs being reinstalled and Mr. Dhuse will check on them.

There was no further business and the meeting was adjourned at 6:52pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

NB #1

Tracking Number

PW 2016-01

Agenda Item Summary Memo

Title: Water Department Reports for September – December 2015

Meeting and Date: Public Works Committee – January 19, 2016

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

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



United City of Yorkville WATER DEPARTMENT REPORT

SEPTEMBER 2015

MONTH / YEAR

WELLS

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

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

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

DAILY AVERAGE PUMPED: 1,688,033 GALLONS

DAILY MAXIMUM PUMPED: 1,978,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 85.60 GALLONS

WATER TREATMENT:

CHLORINE: 1123 LBS. FED

CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 574 LBS. FED

CALCULATED CONCENTRATION: .39 MG/L

POLYPHOSPHATE: 964 LBS. FED

CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 0
MXU'S: 19

NUMBER OF LEAKS OR BREAKS REPAIRED: 0

NEW CUSTOMERS:

RESIDENTIAL: 17

COMMERCIAL: 0

INDUSTRIAL/GOVERNMENTAL: 1

COMMENTS:

Main breaks: 0



United City of Yorkville

WATER DEPARTMENT REPORT

OCTOBER 2015
MONTH / YEAR

WELLS

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

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

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

DAILY AVERAGE PUMPED: 1,497,000 GALLONS

DAILY MAXIMUM PUMPED: 1,821,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 76.26 GALLONS

WATER TREATMENT:

CHLORINE: 1097 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 417 LBS. FED CALCULATED CONCENTRATION: .39 MG/L

POLYPHOSPHATE: 1,014 LBS. FED CALCULATED CONCENTRATION: 1.33 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 6
MXU'S: 20

NUMBER OF LEAKS OR BREAKS REPAIRED: 1
BATTERIES: 17

NEW CUSTOMERS:

RESIDENTIAL: 9

COMMERCIAL: 2

INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

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



United City of Yorkville WATER DEPARTMENT REPORT

NOVEMBER 2015
MONTH / YEAR

WELLS

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

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

113,000 GALLONS more THAN LAST YEAR

DAILY AVERAGE PUMPED: 1,400,600 GALLONS

DAILY MAXIMUM PUMPED: 1,746,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 71.35 GALLONS

WATER TREATMENT:

CHLORINE: 996 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 488 LBS. FED CALCULATED CONCENTRATION: .59 MG/L

POLYPHOSPHATE: 875 LBS. FED CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 7 NUMBER OF LEAKS OR BREAKS REPAIRED: 3
MXU'S: 1 BATTERIES REPLACED: 4

NEW CUSTOMERS:

RESIDENTIAL: 9 COMMERCIAL: 4 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

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



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

Agenda Item Number

NB #2

Tracking Number

PW 2016-02

Agenda Item Summary Memo

Title: Bond/LOC Update

Meeting and Date: Public Works Committee – January 19, 2016

Synopsis: Informational

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



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

Agenda Item Number

NB #3

Tracking Number

PW 2016-03

Agenda Item Summary Memo

Title: Nicor Franchise Agreement

Meeting and Date: Public Works Committee – January 19, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Holland & Knight

131 South Dearborn Street, 30th Floor | Chicago, IL 60603 | T 312.263.3600 | F 312.578.6666
Holland & Knight LLP | www.hklaw.com

Peter M. Friedman
312.578.6566
peter.friedman@hklaw.com

MEMORANDUM

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

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

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

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

Adoption

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

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

Background

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

Key Points Regarding Model Ordinance

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

Summary of Key Provisions of Model Ordinance

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

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

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

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

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

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

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

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

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

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

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

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

NATURAL GAS FRANCHISE ORDINANCE

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

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

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

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

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

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

SECTION 1. DEFINITIONS.

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

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

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

Corporate Authorities. The corporate authorities of the Municipality.

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

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

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

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

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

ICC. The Illinois Commerce Commission.

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

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

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

SECTION 2. GRANT OF FRANCHISE.

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

SECTION 3. TERM.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. ACCOUNTS AND RECORDS.

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

SECTION 7. SUBSTITUTION OF MORE FAVORABLE PROVISIONS.

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

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

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

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

SECTION 8. INDEMNIFICATION.

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

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

B. Municipality.

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

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

SECTION 9. INSURANCE.

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

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

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

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

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

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

SECTION 10. CURE.

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

SECTION 11. FORCE MAJEURE.

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

SECTION 12. NOTICE.

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

Municipality:

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

If to Grantee:

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

with a copy to:

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

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

SECTION 13. GENERAL PROVISIONS.

A. Communications and Annual Meeting.

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

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

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

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

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

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

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

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

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

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

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

SECTION 14. MUNICIPALITY AUTHORITY RESERVATION.

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

SECTION 15. CONSENT AGREEMENT.

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

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

City Clerk

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

Mayor

(Seal)

ATTEST:

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

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

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

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

City Clerk
Yorkville, Illinois

(SEAL)

CONSENT AGREEMENT

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

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

By: _____

Name: _____

Title: _____

Date: _____

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

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

Notes:

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



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

Agenda Item Number

NB #4

Tracking Number

PW 2016-04

Agenda Item Summary Memo

Title: Countryside Water main and Roadway Improvements

Meeting and Date: Public Works Committee – January 19, 2016

Synopsis: Project Update

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Project Direction

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: January 14, 2016
Subject: Countryside Water main and Roadway Improvements

The purpose of this memo is to provide an update on the project schedule as well as to discuss several other topics.

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

- IEPA Permit Submittal *December 2015*
- Public Meeting *February 2016*
- Bid Letting *March 3, 2016*
- Target City Council Award *March 22, 2016*
- Construction Start *April 2016*
- Construction Complete *June 2017*

Roundabout

As you are aware, we have investigated the installation of a roundabout at the intersection of Countryside Parkway and Center Parkway. This was investigated because the existing intersection has some unusual geometry and is quite large. Note that the layout is conceptual at this point and can be modified if the project moves forward. It is also important to note that the lanes need to be reduced prior to entering the roundabout. The exact locations of the transition can be adjusted. Our findings were as follows (please refer to Exhibit No.1 for a general plan):

- The roundabout installation would offer an opportunity to improve the safety of the intersection.
- The proposed roundabout footprint would fit within existing right-of-way.
- The proposed roundabout would offer the opportunity to reduce the lane widths of the approaching roadways from 4 to 2 lanes, thus providing savings in long term maintenance. This is true not only for pavement, but for the elimination of the grassed median as well.
- The existing curb on the medians is in poor condition and is in need of replacement.

Please also refer to the “About Roundabouts” attachment for additional facts and comments regarding roundabouts.

The construction costs associated with the roundabout installation versus utilizing the existing geometry are summarized in the table below:

Description	Estimated Costs
Center/Countryside (Existing Geometry)	\$785,000
Center/Countryside (With Roundabout)	\$900,000
Loss of LAFO Funds*	\$237,500
Cost Difference	\$352,500

* It should be noted that we are planning to utilize LAFO funds to fund the milling and resurfacing of Center Parkway (from Rt 34 to Countryside) and Countryside Parkway (from Rt 47 to Center). The initial projected funding for this project is \$475,000 STP and \$200,000 local funds. By constructing the roundabout, we anticipate not being able to utilize approximately ½ the STP funds or \$237,500. At the current time, we are not within the KKKCOM's 5 year program, but must petition if we elect to move the LAFO project forward.

The other factor that comes into play is that by reducing the lane widths and removing the center island for a portion of the area, the long term maintenance costs are reduced. We estimate the savings (20 year projection) to be as follows:

Description	Estimated Savings
Future Pavement Maintenance (Mill/Resurfacing)	\$260,000
Median Maintenance	\$140,000
Total	\$400,000

At this time, we are looking for direction from the City Council as to whether they would like to move forward with a roundabout in this area. If this is the direction, we would recommend that this be handled as a separate project to allow enough time for proper design and for public education and input.

Budget / Planned Construction

At this point, we are approximately 90% complete with our cost estimates. It is our understanding that the left over Game Farm Road funds are being transferred to this project, providing us with an approximate construction budget of \$5.4 M. Based on the budget, we are projecting that the work will be as noted on Exhibit No. 2. We are planning on bidding at least two alternates in the chance that bids come in below our estimates. Note our current projections are assuming utilizing LAFO funds as discussed above. The exhibit does not reflect the construction of the roundabout. Note that this is subject to change based on estimate finalization and bid letting.

Miscellaneous Design Details – Driveway Aprons

As we have noted, there are a number of situations related to the driveway aprons that require discussion. The situations are generally as follows:

- Asphalt wedges have been placed in curb.
- Curb in front of driveway aprons are deteriorated
- Several aprons/curbs have been reconstructed to be monolithic (one piece) by property owners
- B-Boxes and/or water valves falling within existing aprons

In order to address the situations and to minimize the dollars spent on driveway aprons, we are suggesting the following:

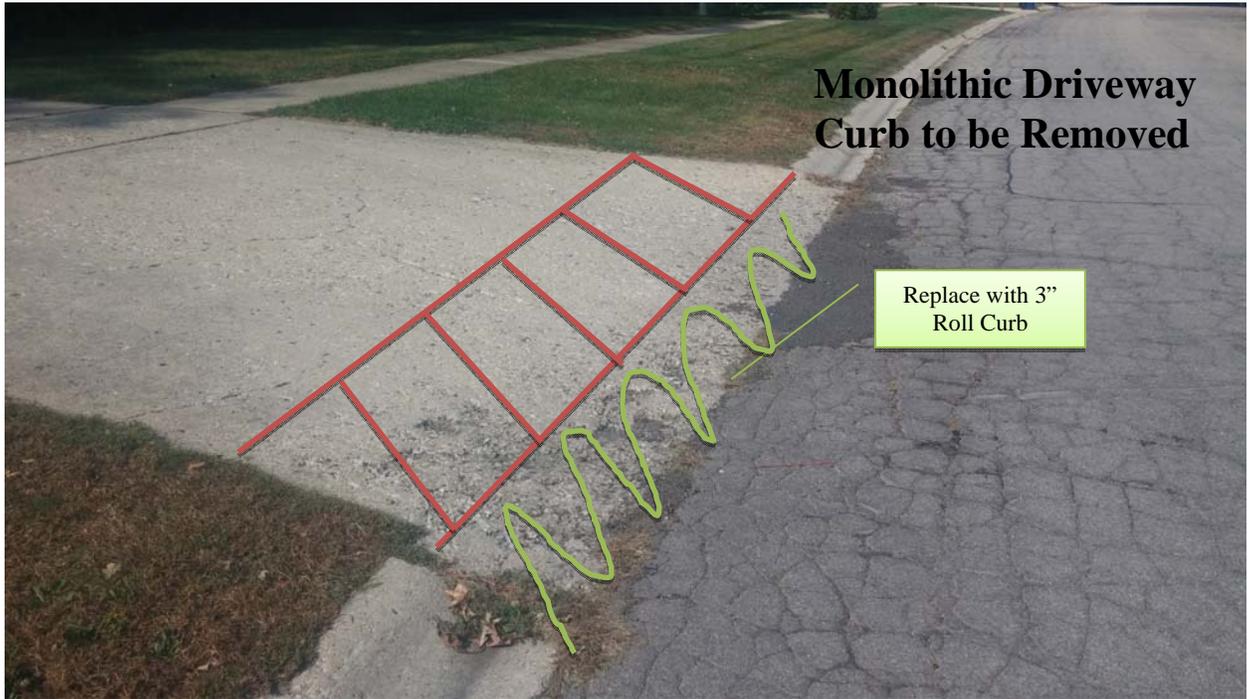
- All asphalt wedges will be removed during construction. This is critical to maintain proper drainage.



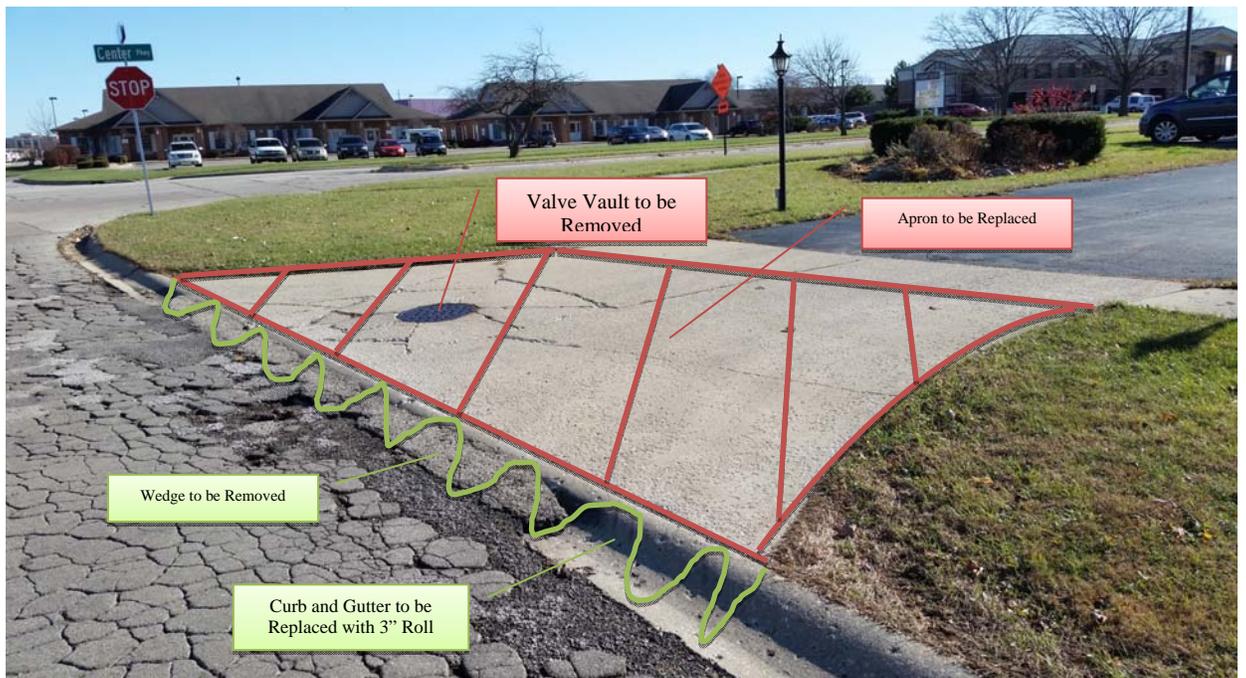
- Deteriorated curb will be replaced at the discretion of the Engineer and Public Works Director. Apron replacement will be to approximately 5' to allow for proper transition.



- All monolithic curbs will be removed and replaced with the 3" roll curb. Apron replacement will be to approximately 5' to allow for proper transition.

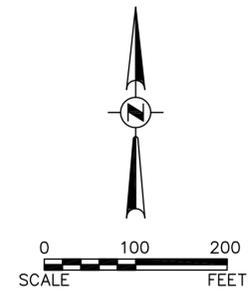


- Aprons will be fully replaced to accommodate new b-boxes and/or valve removal.

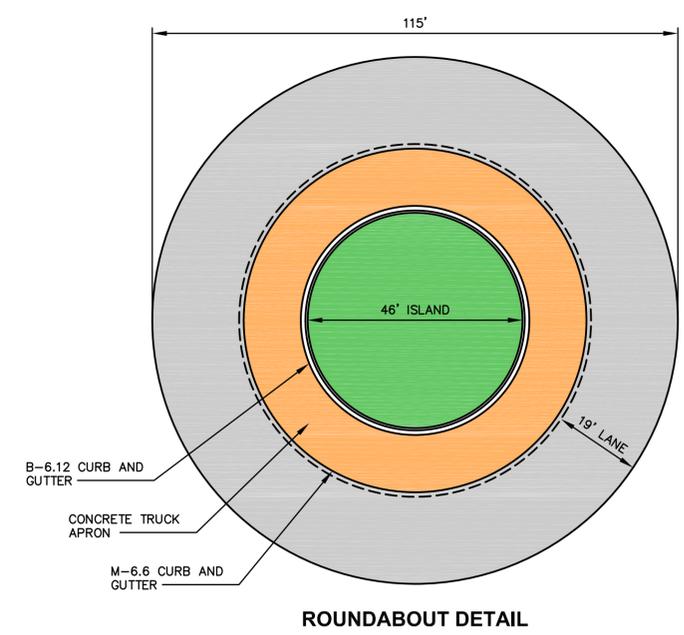


We plan to highlight all of these planned approaches to apron construction in our dear resident letter which will be issued soon. Also, as you have suggested, we plan to offer any resident the opportunity to have their entire apron replaced as part of the contract as long as they meet certain terms (funded by resident, received by certain date, etc.). The terms will be detailed out in the dear resident letter. We estimate the costs of apron replacement to be \$1,200 for asphalt and \$1,700 for concrete.

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



- ROUNDABOUT FITS WITHIN EXISTING R.O.W.
- LANES TO TRANSITION FROM 4 TO 2 AT W. KENDALL DRIVE AND E. KENDALL DRIVE. TRANSITION POINTS CAN BE ADJUSTED.



Plotted: January 14, 2016 @ 8:51 AM By: Kris Pung - Tabl Roundabout Plan - 22x34
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UNITED CITY OF YORKVILLE
 800 GAME FARM ROAD
 YORKVILLE, ILLINOIS 60560

NO.	DATE	REVISIONS

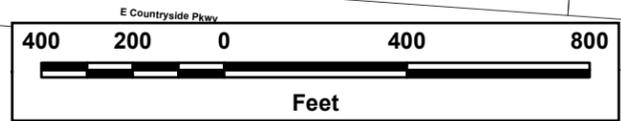
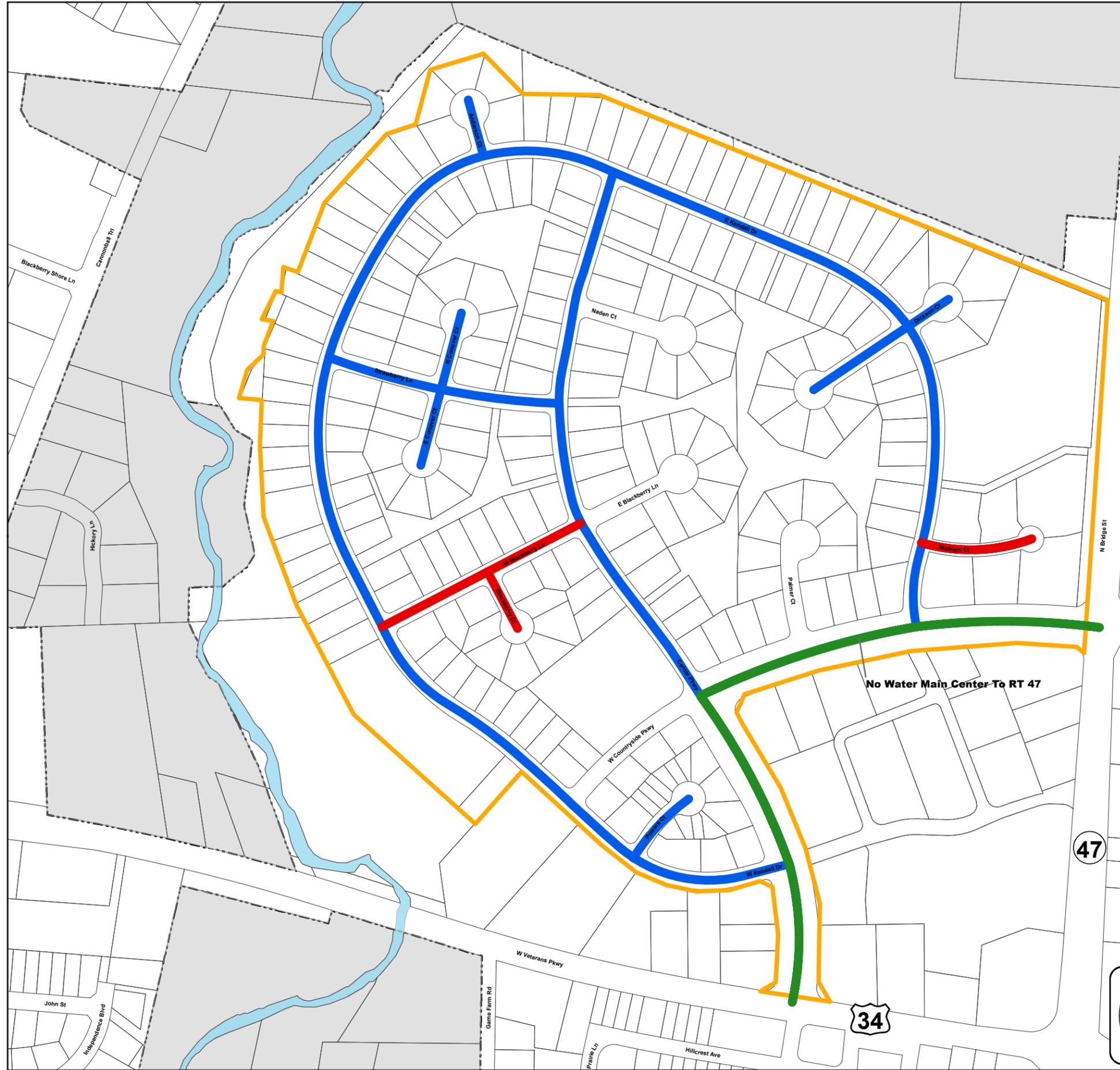
**COUNTRYSIDE WATER MAIN
 AND ROADWAY IMPROVEMENTS**

POTENTIAL ROUNDABOUT LAYOUT

DATE:	JANUARY 2016
PROJECT NO:	YO1440
FILE:	YO1440-ROUNDABOUT
SHEET	1 OF 1

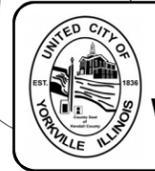
Path: H:\S05KPROJ\YO1440\DWG EXHIBIT\YO1440-ROUNDABOUT

Exhibit No.2

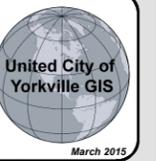


Legend

- LAFO Project (\$415,000 STP Funds-Construction)**
- Streets Included In \$5.4 Million Construction Budget**
- Streets To Be Included As Alternate Bids**
- Countryside**



United City of Yorkville Countryside Water Main And Roadway Improvements



March 2015

ABOUT ROUNDABOUTS

ROUNDABOUTS are circular intersections that are similar to smaller, neighborhood traffic circles. However, roundabouts have specific design features that make them different. They are designed to keep traffic moving at an intersection. Incoming traffic yields to circulating traffic, which prevents traffic from locking up.

Traffic moves counterclockwise and left-turn movements are eliminated. Traffic enters the roundabout and uses right-turn movements to exit. This eliminates the long wait for drivers who want to turn left.

BENEFITS OF ROUNDABOUTS

- Reduce intersection collisions by 37%
- Reduce vehicle speeds
- Reduce severity of collisions
 - Most are sideswipe instead of head-on
 - Slower vehicle speeds at collision
- Reduce fatal accidents by as much as 90%
- Reduce injury accidents by 75%
- Reduce pedestrian crashes by 40%
- Reduce delay, which also decreases fuel consumption and air pollution

Data from Insurance Institute for Highway Safety



COMMON COMMUNITY CONCERNS TO ADDRESS

1. **Are Roundabouts safe?** See the data presented above.
2. **Will they improve traffic?** If they are designed properly, roundabouts reduce drive wait times by keeping traffic flowing. Proper lane markings and signs will be used and there will be information given to the public prior to opening the roundabout.
3. **Will drivers know how to use the roundabout?** Replacing an existing intersection with a roundabout can initially be costly. But, long term costs are lower as there is less pavement and no signals to maintain.
4. **Are roundabouts cost effective?**

HOW TO DRIVE A ROUNDABOUT

1. Slow down and obey traffic signs.
2. Yield to pedestrians, cyclists, and traffic on your left already in the roundabout.
3. Enter the roundabout where there is a safe gap in traffic.
4. Drive slowly (about 20 mph) while in the roundabout.
5. As you approach your exit, turn on your right-turn signal.
6. Yield to pedestrians and cyclists as you exit.



Engineering Enterprises, Inc.

**Supporting the Communities
We Work and Live In**



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

Agenda Item Number

NB #5

Tracking Number

PW 2016-05

Agenda Item Summary Memo

Title: Mill Street LAFO

Meeting and Date: Public Works Committee – January 19, 2016

Synopsis: Consideration of Resolution and Construction Engineering Agreement

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: _____
Name Department

Brad Sanderson

Engineering

Name

Department

Agenda Item Notes:



Memorandum

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

Date: January 11, 2016
Subject: Mill Street LAFO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City Clerk

CARLO COLOSIMO _____
JACKIE MILSCHEWSKI _____
CHRIS FUNKHOUSER _____
DIANE TEELING _____

KEN KOCH _____
LARRY KOT _____
JOEL FRIEDERS _____
SEAVER TARULIS _____

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

Mayor

Attest:

City Clerk

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Yorkville	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 15-00049-00-RS	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-002-16	M-4003(577)				

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

Location

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

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

Project Description

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

Division of Cost

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

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

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

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

Local Public Agency Appropriation

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

Method of Financing (State Contract Work Only)

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

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

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

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

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

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

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

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

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

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

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

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

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

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

Project Description

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

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

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

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

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

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

II. THE LA AGREES,

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

Cost Plus Fixed Fee Formulas

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

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

III. It is Mutually Agreed,

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

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

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

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

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

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Engineering Enterprises DATE
Prime

12/18/15

ESCALATION FACTOR 0.92%

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

SUMMARY OF DIRECT COSTS
Mill Street LAFO - United City of Yorkville
Kendall County
15-00049-00-RS

Engineering Enterprises, Inc.

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

December 3, 2015 (Revised January 5, 2016)

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

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

Rubino Proposal # Q15.406_REV

Via email: tweidner@eeiweb.com

Dear Mr. Weidner,

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

PROJECT UNDERSTANDING

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

Project Name and Description

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

General Scope of Services

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

Extras

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

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

Concrete Testing	2 days
Hot Mix Asphalt Testing	3 days

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

FEES

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

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

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

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

PROJECT SCHEDULING

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

847-343-0749

tim.dunne@rubinoeng.com

CLOSING

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

Respectfully submitted,
RUBINO ENGINEERING, INC.


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

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

AUTHORIZATION AND PROPOSAL ACCEPTANCE

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

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

PROJECT INFORMATION:

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

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

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

7. Invoicing Address: _____

Attn: _____
Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

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

LABORATORY TESTING SERVICES

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

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

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

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

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

EQUIPMENT CHARGES

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

CORING SERVICES

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

ENGINEERING SERVICES

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

REMARKS

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

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Construction Engineering

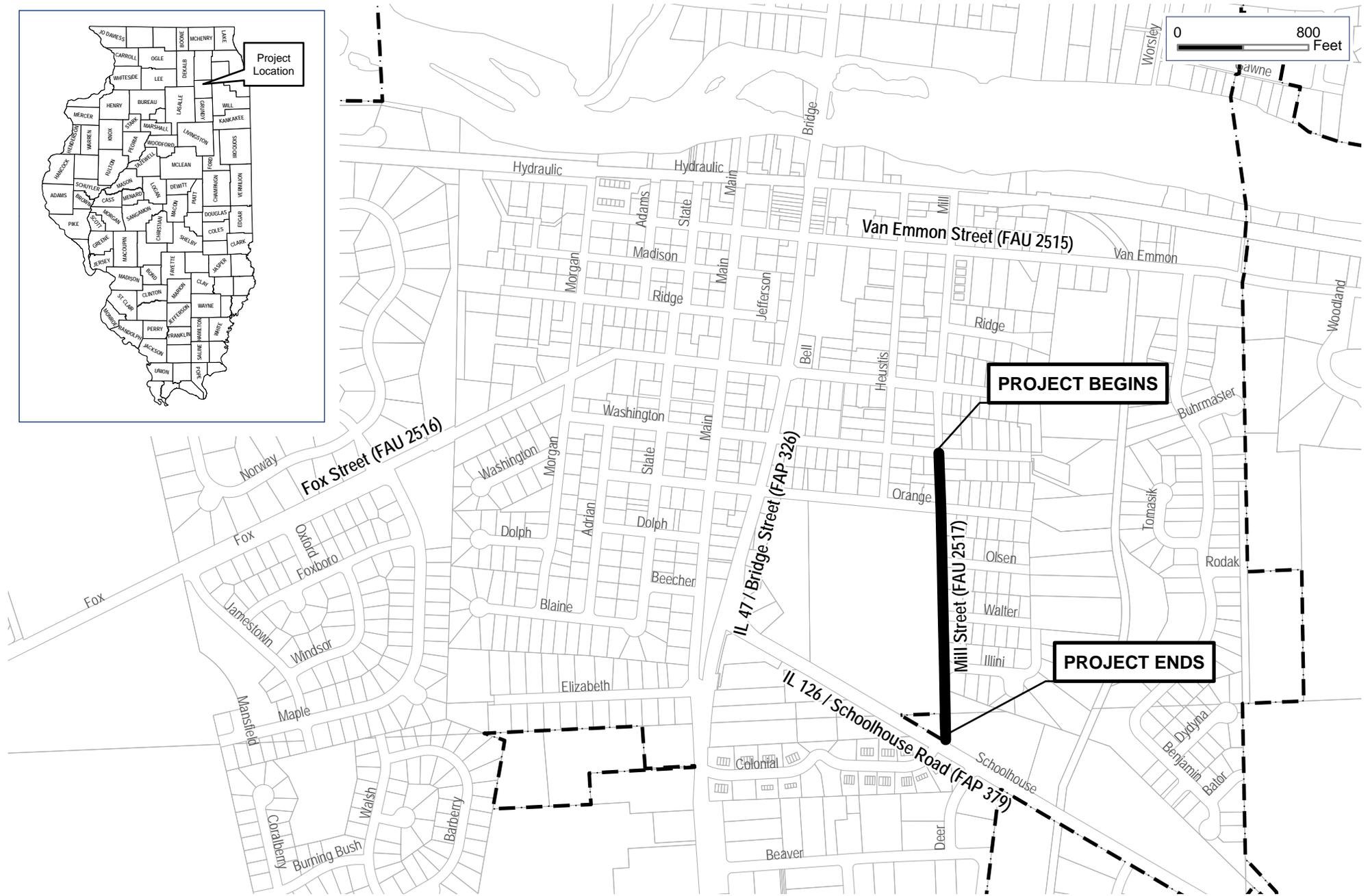
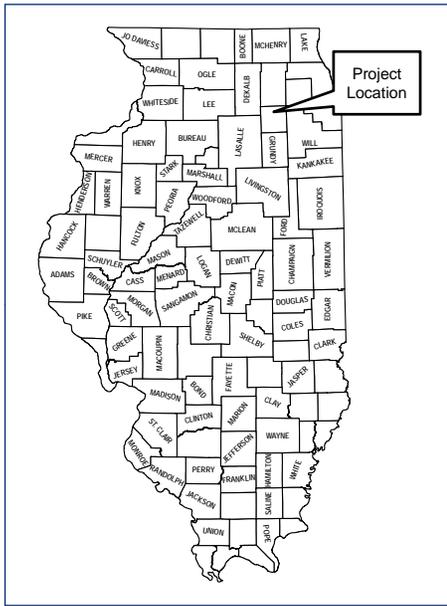
Client: Engineering Enterprises, Inc.
 Local Agency: United City of Yorkville
 (Municipality/Township/County)
 Section: 15-00049-00-RS
 Project: M-4003 (577)
 Job No.: C-93-002-16

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

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

Cost Estimate of Consultant's Services in Dollars

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



Engineering Enterprises, Inc.

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



United City of Yorkville

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

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

MILL STREET (FAU 2517)

ATTACHMENT D
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS





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

Agenda Item Number

NB #6

Tracking Number

PW 2016-06

Agenda Item Summary Memo

Title: Caledonia Subdivision – Proposed Dormant SSA

Meeting and Date: Public Works Committee– January 19, 2016

Synopsis: Ordinance for a dormant Special Service Area for the Caledonia Subdivision.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Krysti Barksdale-Noble, Community Dev. Dir.
CC: Eric Dhuse, Director of Public Works
Brad Sanderson, EEI
Date: January 14, 2016
Subject: Caledonia Subdivision – Back-up SSA Creation
Public Hearing - Proposed Dormant SSA

Project Summary

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

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

Proposed Dormant Special Service Area

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

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

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

Staff Comments/Recommendation

Staff is seeking direction and authorization to schedule the public hearing date for the Special Service Area. If direction given is to move forward with the public hearing dated, we anticipate to have a notice in the January 28th edition of the Kendall County Record and individual notices to go out the property owners of the Caledonia Subdivision the first week of February. We are aiming for a February 23rd Public Hearing during the City Council meeting.

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

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

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

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

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

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

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

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

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

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

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

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

CITY CLERK

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

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

MAYOR

EXHIBIT A
LEGAL DESCRIPTION AND PROPERTY INDEX NUMBERS

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

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

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

APPLICABLE PROPERTY IDENTIFICATION NUMBERS (PINs):

102-17-187-001	102-17-191-002	102-17-192-007
102-17-187-002	102-17-191-003	102-17-192-008
102-17-187-003	102-17-191-004	102-17-192-009
102-17-187-004	102-17-191-005	102-17-201-011
102-17-187-005	102-17-191-006	102-17-201-012
102-17-187-006	102-17-191-007	102-17-201-013
102-17-187-007	102-17-191-008	102-17-202-001
102-17-187-008	102-17-191-009	102-17-202-002
102-17-188-001	102-17-191-010	102-17-202-003
102-17-188-002	102-17-191-011	102-17-202-004
102-17-188-003	102-17-191-012	102-17-202-005
102-17-188-004	102-17-191-013	102-17-202-006
102-17-188-005	102-17-191-014	102-17-202-007
102-17-188-006	102-17-191-015	102-17-202-008
102-17-188-007	102-17-191-016	102-17-202-009
102-17-188-008	102-17-191-017	102-17-202-010
102-17-189-001	102-17-191-018	102-17-202-011
102-17-189-002	102-17-191-019	102-17-202-012
102-17-189-003	102-17-191-020	102-17-202-013
102-17-189-004	102-17-191-021	102-17-202-014
102-17-189-005	102-17-191-022	102-17-202-015
102-17-189-006	102-17-191-023	102-17-202-016
102-17-189-007	102-17-191-024	102-17-202-017
102-17-189-008	102-17-191-025	102-17-202-018
102-17-189-009	102-17-191-026	102-17-202-019
102-17-189-010	102-17-191-027	102-17-203-001
102-17-189-011	102-17-191-028	102-17-203-002
102-17-190-001	102-17-191-029	102-17-203-003
102-17-190-002	102-17-192-001	102-17-203-004
102-17-190-003	102-17-192-002	102-17-203-005
102-17-190-004	102-17-192-003	102-17-203-006
102-17-190-005	102-17-192-004	102-17-203-007
102-17-190-006	102-17-192-005	102-17-203-008
102-17-191-001	102-17-192-006	102-17-203-009

102-17-204-001	102-17-205-008	102-17-207-005
102-17-204-002	102-17-205-009	102-17-207-006
102-17-204-003	102-17-205-010	102-17-207-007
102-17-204-004	102-17-206-001	102-17-207-008
102-17-204-005	102-17-206-002	102-17-207-009
102-17-204-006	102-17-206-003	102-17-207-010
102-17-204-007	102-17-206-004	102-17-207-011
102-17-204-010	102-17-206-005	102-17-207-012
102-17-205-001	102-17-206-006	102-17-207-013
102-17-205-002	102-17-206-008	102-17-207-014
102-17-205-003	102-17-206-009	102-17-207-015
102-17-205-004	102-17-206-010	102-17-207-016
102-17-205-005	102-17-207-002	102-17-208-001
102-17-205-006	102-17-207-003	102-17-208-002
102-17-205-007	102-17-207-004	

COMMON ADDRESSES:

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

3272 LAUREN DR YORKVILLE IL 60560
3292 LAUREN DR YORKVILLE IL 60560
3284 PINWOOD DR YORKVILLE IL 60560
3264 PINWOOD DR YORKVILLE IL 60560
3244 PINWOOD DR YORKVILLE IL 60560
3224 PINWOOD DR YORKVILLE IL 60560
3204 PINWOOD DR YORKVILLE IL 60560
3194 PINWOOD DR YORKVILLE IL 60560
3184 PINWOOD DR YORKVILLE IL 60560
3174 PINWOOD DR YORKVILLE IL 60560
465 SHADOW WOOD DR YORKVILLE IL 60560
308 RYAN CT YORKVILLE IL 60560
312 RYAN CT YORKVILLE IL 60560
322 RYAN CT YORKVILLE IL 60560
3495 RYAN DR YORKVILLE IL 60560
3485 RYAN DR YORKVILLE IL 60560
3475 RYAN DR YORKVILLE IL 60560
3465 RYAN DR YORKVILLE IL 60560
3457 RYAN DR YORKVILLE IL 60560
3451 RYAN DR YORKVILLE IL 60560
3445 RYAN DR YORKVILLE IL 60560
3435 RYAN DR YORKVILLE IL 60560
3425 RYAN DR YORKVILLE IL 60560
3405 RYAN DR YORKVILLE IL 60560
3395 RYAN DR YORKVILLE IL 60560
3385 RYAN DR YORKVILLE IL 60560
3375 RYAN DR YORKVILLE IL 60560
3365 RYAN DR YORKVILLE IL 60560
3355 RYAN DR YORKVILLE IL 60560
3345 RYAN DR YORKVILLE IL 60560
3347 CALEDONIA DR YORKVILLE IL 60560
3343 CALEDONIA DR YORKVILLE IL 60560
3456 RYAN DR YORKVILLE IL 60560
3436 RYAN DR YORKVILLE IL 60560
3426 RYAN DR YORKVILLE IL 60560
3406 RYAN DR YORKVILLE IL 60560
3396 RYAN DR YORKVILLE IL 60560
3386 RYAN DR YORKVILLE IL 60560
3376 RYAN DR YORKVILLE IL 60560
3366 RYAN DR YORKVILLE IL 60560
3356 RYAN DR YORKVILLE IL 60560
383 FONTANA DR YORKVILLE IL 60560
363 FONTANA DR YORKVILLE IL 60560
343 FONTANA DR YORKVILLE IL 60560
323 FONTANA DR YORKVILLE IL 60560
303 FONTANA DR YORKVILLE IL 60560
3247 BOOMBAH BLVD YORKVILLE IL 60560
3267 BOOM BAH BLVD YORKVILLE IL 60560
3352 CALEDONIA DR YORKVILLE IL 60560
3285 LONGVIEW DR YORKVILLE IL 60560
3265 LONGVIEW DR YORKVILLE IL 60560
3245 LONGVIEW DR YORKVILLE IL 60560
3225 LONGVIEW DR YORKVILLE IL 60560
3205 LONGVIEW DR YORKVILLE IL 60560
3195 LONGVIEW DR YORKVILLE IL 60560
3185 LONGVIEW DR YORKVILLE IL 60560
3175 LONGVIEW DR YORKVILLE IL 60560
435 SHADOW WOOD DR YORKVILLE IL 60560
405 SHADOW WOOD DR YORKVILLE IL 60560
384 FONTANA DR YORKVILLE IL 60560
364 FONTANA DR YORKVILLE IL 60560
344 FONTANA DR YORKVILLE IL 60560
324 FONTANA DR YORKVILLE IL 60560
304 FONTANA DR YORKVILLE IL 60560
305 SHADOW WOOD DR YORKVILLE IL 60560
325 SHADOW WOOD DR YORKVILLE IL 60560
345 SHADOW WOOD DR YORKVILLE IL 60560
365 SHADOW WOOD DR YORKVILLE IL 60560
385 SHADOW WOOD DR YORKVILLE IL 60560
3246 BOOMBAH BLVD YORKVILLE IL 60560
3238 BOOMBAH BLVD YORKVILLE IL 60560
3228 BOOM BAH BLVD YORKVILLE IL 60560
3208 BOOMBAH BLVD YORKVILLE IL 60560
3194 BOOMBAH BLVD YORKVILLE IL 60560
3188 BOOM BAH BLVD YORKVILLE IL 60560
3184 BOOMBAH BLVD YORKVILLE IL 60560
3182 BOOMBAH BLVD YORKVILLE IL 60560
3178 BOOMBAH BLVD YORKVILLE IL 60560
3168 BOOMBAH BLVD YORKVILLE IL 60560
3158 BOOMBAH BLVD YORKVILLE IL 60560
3148 BOOMBAH BLVD YORKVILLE IL 60560
3138 BOOMBAH BLVD YORKVILLE IL 60560
3128 BOOMBAH BLVD YORKVILLE IL 60560
3108 BOOMBAH BLVD YORKVILLE IL 60560
354 SHADOW WOOD DR YORKVILLE IL 60560

EXHIBIT B

Notice of Hearing

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

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

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

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

THENCE

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

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

APPLICABLE PROPERTY IDENTIFICATION NUMBERS (PINs):

102-17-187-001	102-17-190-004	102-17-191-028
102-17-187-002	102-17-190-005	102-17-191-029
102-17-187-003	102-17-190-006	102-17-192-001
102-17-187-004	102-17-191-001	102-17-192-002
102-17-187-005	102-17-191-002	102-17-192-003
102-17-187-006	102-17-191-003	102-17-192-004
102-17-187-007	102-17-191-004	102-17-192-005
102-17-187-008	102-17-191-005	102-17-192-006
102-17-188-001	102-17-191-006	102-17-192-007
102-17-188-002	102-17-191-007	102-17-192-008
102-17-188-003	102-17-191-008	102-17-192-009
102-17-188-004	102-17-191-009	102-17-201-011
102-17-188-005	102-17-191-010	102-17-201-012
102-17-188-006	102-17-191-011	102-17-201-013
102-17-188-007	102-17-191-012	102-17-202-001
102-17-188-008	102-17-191-013	102-17-202-002
102-17-189-001	102-17-191-014	102-17-202-003
102-17-189-002	102-17-191-015	102-17-202-004
102-17-189-003	102-17-191-016	102-17-202-005
102-17-189-004	102-17-191-017	102-17-202-006
102-17-189-005	102-17-191-018	102-17-202-007
102-17-189-006	102-17-191-019	102-17-202-008
102-17-189-007	102-17-191-020	102-17-202-009
102-17-189-008	102-17-191-021	102-17-202-010
102-17-189-009	102-17-191-022	102-17-202-011
102-17-189-010	102-17-191-023	102-17-202-012
102-17-189-011	102-17-191-024	102-17-202-013
102-17-190-001	102-17-191-025	102-17-202-014
102-17-190-002	102-17-191-026	102-17-202-015
102-17-190-003	102-17-191-027	102-17-202-016

102-17-202-017	102-17-204-010	102-17-206-010
102-17-202-018	102-17-205-001	102-17-207-002
102-17-202-019	102-17-205-002	102-17-207-003
102-17-203-001	102-17-205-003	102-17-207-004
102-17-203-002	102-17-205-004	102-17-207-005
102-17-203-003	102-17-205-005	102-17-207-006
102-17-203-004	102-17-205-006	102-17-207-007
102-17-203-005	102-17-205-007	102-17-207-008
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102-17-203-007	102-17-205-009	102-17-207-010
102-17-203-008	102-17-205-010	102-17-207-011
102-17-203-009	102-17-206-001	102-17-207-012
102-17-204-001	102-17-206-002	102-17-207-013
102-17-204-002	102-17-206-003	102-17-207-014
102-17-204-003	102-17-206-004	102-17-207-015
102-17-204-004	102-17-206-005	102-17-207-016
102-17-204-005	102-17-206-006	102-17-208-001
102-17-204-006	102-17-206-008	102-17-208-002
102-17-204-007	102-17-206-009	

COMMON ADDRESSES:

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

3232 LAUREN DR YORKVILLE IL 60560
3252 LAUREN DR YORKVILLE IL 60560
3272 LAUREN DR YORKVILLE IL 60560
3292 LAUREN DR YORKVILLE IL 60560
3284 PINEWOOD DR YORKVILLE IL 60560
3264 PINEWOOD DR YORKVILLE IL 60560
3244 PINEWOOD DR YORKVILLE IL 60560
3224 PINEWOOD DR YORKVILLE IL 60560
3204 PINEWOOD DR YORKVILLE IL 60560
3194 PINEWOOD DR YORKVILLE IL 60560
3184 PINEWOOD DR YORKVILLE IL 60560
3174 PINEWOOD DR YORKVILLE IL 60560
465 SHADOW WOOD DR YORKVILLE IL 60560
308 RYAN CT YORKVILLE IL 60560
312 RYAN CT YORKVILLE IL 60560
322 RYAN CT YORKVILLE IL 60560
3495 RYAN DR YORKVILLE IL 60560
3485 RYAN DR YORKVILLE IL 60560
3475 RYAN DR YORKVILLE IL 60560
3465 RYAN DR YORKVILLE IL 60560
3457 RYAN DR YORKVILLE IL 60560
3451 RYAN DR YORKVILLE IL 60560
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3355 RYAN DR YORKVILLE IL 60560
3345 RYAN DR YORKVILLE IL 60560
3347 CALEDONIA DR YORKVILLE IL 60560
3343 CALEDONIA DR YORKVILLE IL 60560
3456 RYAN DR YORKVILLE IL 60560
3436 RYAN DR YORKVILLE IL 60560
3426 RYAN DR YORKVILLE IL 60560
3406 RYAN DR YORKVILLE IL 60560
3396 RYAN DR YORKVILLE IL 60560
3386 RYAN DR YORKVILLE IL 60560
3376 RYAN DR YORKVILLE IL 60560
3366 RYAN DR YORKVILLE IL 60560
3356 RYAN DR YORKVILLE IL 60560
383 FONTANA DR YORKVILLE IL 60560
363 FONTANA DR YORKVILLE IL 60560
343 FONTANA DR YORKVILLE IL 60560
323 FONTANA DR YORKVILLE IL 60560
303 FONTANA DR YORKVILLE IL 60560
3247 BOOMBAH BLVD YORKVILLE IL 60560
3267 BOOM BAH BLVD YORKVILLE IL 60560
3352 CALEDONIA DR YORKVILLE IL 60560
3285 LONGVIEW DR YORKVILLE IL 60560
3265 LONGVIEW DR YORKVILLE IL 60560
3245 LONGVIEW DR YORKVILLE IL 60560
3225 LONGVIEW DR YORKVILLE IL 60560
3205 LONGVIEW DR YORKVILLE IL 60560
3195 LONGVIEW DR YORKVILLE IL 60560
3185 LONGVIEW DR YORKVILLE IL 60560
3175 LONGVIEW DR YORKVILLE IL 60560
435 SHADOW WOOD DR YORKVILLE IL 60560
405 SHADOW WOOD DR YORKVILLE IL 60560
384 FONTANA DR YORKVILLE IL 60560
364 FONTANA DR YORKVILLE IL 60560
344 FONTANA DR YORKVILLE IL 60560
324 FONTANA DR YORKVILLE IL 60560
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305 SHADOW WOOD DR YORKVILLE IL 60560
325 SHADOW WOOD DR YORKVILLE IL 60560
345 SHADOW WOOD DR YORKVILLE IL 60560
365 SHADOW WOOD DR YORKVILLE IL 60560
385 SHADOW WOOD DR YORKVILLE IL 60560
3246 BOOMBAH BLVD YORKVILLE IL 60560
3238 BOOMBAH BLVD YORKVILLE IL 60560
3228 BOOM BAH BLVD YORKVILLE IL 60560
3208 BOOMBAH BLVD YORKVILLE IL 60560
3194 BOOMBAH BLVD YORKVILLE IL 60560
3188 BOOM BAH BLVD YORKVILLE IL 60560
3184 BOOMBAH BLVD YORKVILLE IL 60560
3182 BOOMBAH BLVD YORKVILLE IL 60560
3178 BOOMBAH BLVD YORKVILLE IL 60560
3168 BOOMBAH BLVD YORKVILLE IL 60560
3158 BOOMBAH BLVD YORKVILLE IL 60560
3148 BOOMBAH BLVD YORKVILLE IL 60560
3138 BOOMBAH BLVD YORKVILLE IL 60560
3128 BOOMBAH BLVD YORKVILLE IL 60560
3108 BOOMBAH BLVD YORKVILLE IL 60560
354 SHADOW WOOD DR YORKVILLE IL 60560

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

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

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

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

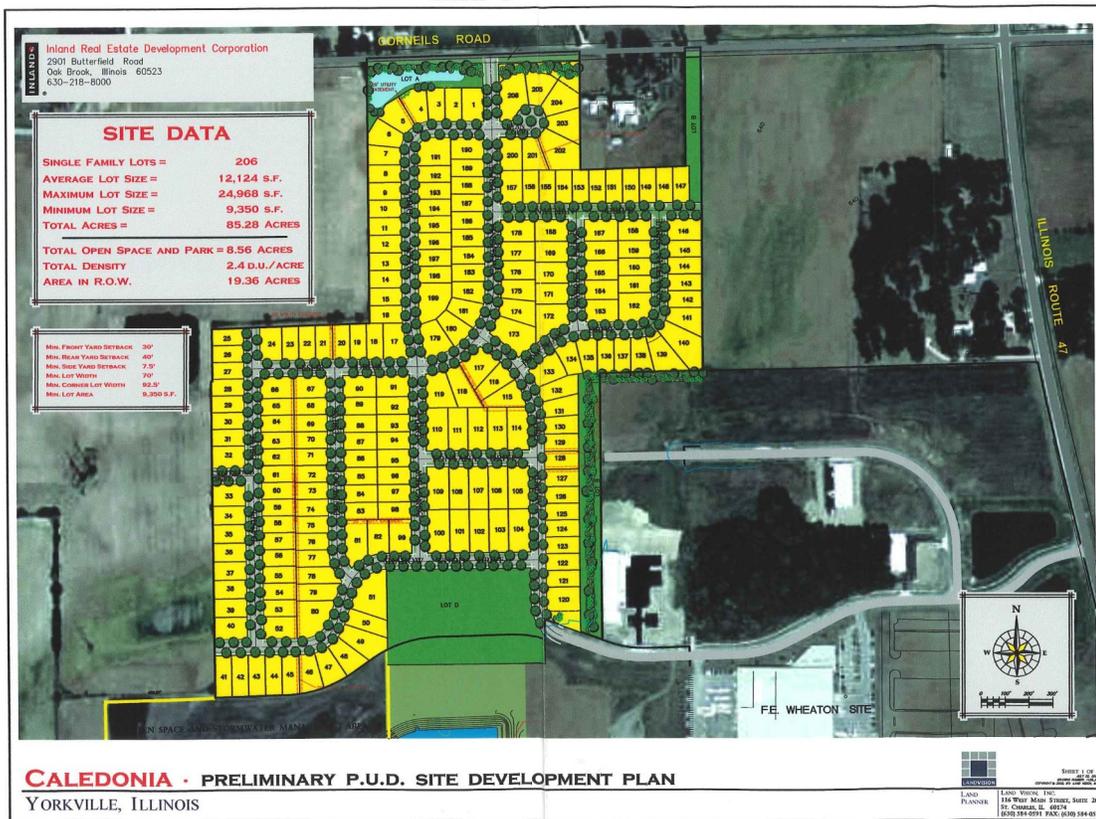
At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered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

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

Dated this ___ day of _____, 2016

CITY CLERK

Exhibit "B"



3

Hand
530 in current county
Kendall County 26069305/552636

200600026078
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
08-21-2006 At 03:11 pm.
DECLARATION 74.00
RHSP Surcharge 10.00



2006K056745

2006K056745

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 05/25/2006 09:23AM
REC FEE: 49.00 RHSPS FEE: 10.00
PAGES: 28

(Space Above This Line for Use By Recorder of Deeds)

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

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

RECITALS:

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

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

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

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

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

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

CHICAGO TITLE INSURANCE CO.
Aurora/Yorkville Office

28

59

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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

ARTICLE III

CREATION OF ASSOCIATION, ADMINISTRATION, MEMBERSHIP, AND VOTING RIGHTS

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

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

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

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

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

SECTION 5. VOTING RIGHTS.

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

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

SECTION 6. MEETINGS.

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

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

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

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

SECTION 7. BOARD OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9. INDEMNITY OF BOARD OF DIRECTORS. The members of the Board and the officers thereof or of the Association shall not be liable to the Lot Owners or any mortgage holder for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Lot Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Lot Owners or the Association unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

SECTION 10. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between the Lot(s) Owner(s) relating to the Drainage Easement Area(s), Stormwater Facilities, Landscape Easement Area, Entry Features, or other common area or any question of interpretation or application of the provisions of this Declaration or the By-Laws of the Association, the determination thereof by the Board shall be final and binding on each and all of such Lot Owners.

ARTICLE IV

ASSESSMENTS

SECTION 1. LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot Ownership it continues to own and have from and after the Turnover Date, whether or not improved with an occupiable dwelling unit owned by it, hereby covenants to pay to the Association, subject to the conditions and limitations expressed in this Article IV, as well as each Lot Owner other than the

Declarant, by acceptance of the deed to his Lot Ownership, shall be deemed to covenant and agree to pay to the Association, annual assessments or charges, and special assessments as hereinafter authorized, fixed, established, and collected from time to time as hereinafter provided. All such annual and special assessments, together with interest, if any, and cost of collection thereof, including attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made from the date of its commencement, all as hereinafter provided. Each such assessment, together with such interest and such cost of collection, shall also be the continuing personal obligation of the Owner of such Lot at the time the assessment became due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association or Declarant, as the case may be, shall be used exclusively to carry out and promote the purposes, obligations and duties of the Association as set forth in this Declaration, and to enforce this Declaration and the compliance herewith by each Lot Owner.

SECTION 3. AMOUNT OF ANNUAL ASSESSMENT/INITIAL "RESERVE(S) PAYMENT". Until the first annual meeting of the Association and the turnover of the Association by Declarant, the amount of the annual assessment shall be determined by the Declarant. Declarant and/or Developer may additionally require, in their sole discretion, that the first grantee of a fully improved Lot (meaning a Lot improved with a substantially completed Dwelling Unit) pay and deposit with the Association an initial non-refundable reasonable "reserve" amount for purposes of initially funding the Association and establishing Association reserves. Unless Declarant otherwise elects to modify or change such initial "reserve" amount prior to closing upon the first Lot sale, the "reserve" required to be paid by each such respective first grantee shall be Two Hundred and No/100 (\$200.00) Dollars. The Association has the same rights and recourses to collect such reserve payment as it has with respect to any other assessment hereunder. Thereafter, the amount of the annual assessment shall be determined by the voting members at any annual meeting or any special meeting called for the purpose. Notice of any special meeting for such purpose shall be given in writing to all voting members at least thirty (30) days in advance of the date set for such special meeting. The amount of the annual assessment shall in no case be less than an amount determined (taking into consideration existing cash reserves and the need to maintain future reasonable reserves) by the Declarant or the Board, as the case may be, to be necessary to defray all costs and expenses of the Association in meeting its obligations and fulfilling its duties under this Declaration and the By-Laws for the following year. Each annual assessment shall be divided among the Lots contained within the Subject Property on an equal basis. In the event the annual assessment is not duly adopted by the voting members within sixty (60) days following the date of the initial meeting duly noticed for such purpose, whether due to lack of a quorum, lack of sufficient vote of the voting members, or for any other reason, then one hundred five percent (105%) percent of the amount of the annual assessment for the preceding year shall be assessed for the current year until otherwise approved by the voting members. In the event the voting members fail to adopt the annual assessment as aforesaid and the Board determines the financial requirements of the Association for the upcoming year will exceed one hundred five (105%) percent of the prior years annual assessment, the Board may, by a two-thirds (2/3) vote of the Directors, adopt an annual assessment exceeding one hundred five (105%) percent (but in any event not exceeding one hundred twenty-five (125%) percent) of the annual assessment for the preceding year.

SECTION 4. SPECIAL ASSESSMENTS FOR EXTRAORDINARY ITEMS. In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year, applicable to that year only, a special assessment which shall be assessed uniformly against each Lot for the purpose of defraying, in whole or in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or of any maintenance responsibility of the

Association, provided that any such assessment shall have the assent of sixty percent (60%) of the voting members voting on the question at an annual meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all voting members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

SECTION 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. The quorum required for any action authorized by Sections 3 and 4 of this Article IV, together with such other actions duly noticed to be considered at such meeting, shall be as follows:

At the first meeting of voting members called pursuant to Sections 3 and 4 of this Article IV, the presence in person or by written proxy of voting members entitled to cast twenty (20%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not forthcoming at such meeting, subsequent meetings may be called, subject to the notice requirement set forth in said Sections 3 and 4, until a quorum of three quarters (3/4) of the required quorum at the first such meeting is met.

SECTION 6. DATE OF ASSESSMENT. The Declarant, until the first annual meeting of voting members, and thereafter, the Board, shall fix the date of commencement and the date or dates of payment of the annual assessment against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Lot Owner. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto. The Board shall upon demand at any time furnish to any Lot Owner liable for any assessment a certificate in writing signed by an officer of the Board, setting forth whether such assessment has been paid, and such certificate shall be presumptive evidence of payment of any such assessment. The due date of any special assessment under Section 4 hereof shall be fixed by the Board. The Board may require any annual or special assessment to be paid in such installments as it may deem appropriate.

SECTION 7. EFFECT OF NON-PAYMENT OF ASSESSMENT; REMEDIES OF ASSOCIATION

- (a) If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, be a continuing lien on the Lot in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns until paid. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and that of his personal representatives but his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the land until satisfied.
- (b) If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at an interest rate of one and one-half percent (1-1/2%) per month, or the maximum rate allowable by law, whichever is less, and the Association may bring an action against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney fees to be fixed by the court, together with the costs of the action.

SECTION 8. SUBORDINATION OF LIEN TO CERTAIN ENCUMBRANCES. The lien of the assessments provided for in this Section 7 shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon a Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments and charges thereafter becoming due, nor from the lien of any such subsequent assessment or charge.

SECTION 9. RIGHT OF CITY TO MAINTAIN AND LEVY TAXES (SPECIAL SERVICE AREA). In the event the Association fails to properly maintain the Drainage Easement Area(s), Stormwater Facilities, Entry Features, perimeter landscaping features and Landscape Easement Area(s) or other common areas, the City shall have the right to perform such maintenance in accordance with the provisions of this Declaration and the Annexation Agreement and the cost incurred by the City as a result thereof, together with such additional City fees as may be permitted by ordinance, rule or regulation, shall be defrayed from additional real estate taxes levied and collected pursuant to an ordinance or ordinances to be hereafter adopted by the City of South Elgin establishing a special service area for the Subject Property and/or other portions of such "Caledonia" development from time to time developed ("**Special Service Area**"), all as provided for pursuant to applicable provision of the Annexation Agreement and applicable City ordinances, rules and regulations.

ARTICLE V

EASEMENTS

SECTION 1. PUBLIC UTILITY, DRAINAGE AND STORM WATER MANAGEMENT EASEMENTS. Pursuant to the Final Plat and/or other recorded easement agreements or plats (the "**Easement Grants**"), the Declarant and/or other owners have granted certain easements for public utilities, drainage and storm water retention/detention to the City and other named common carriers and franchisees of the City. Said easements and the locations thereof are identified on the Final Plat and any such Easement Grants. Pursuant to said easements, the City and other parties benefited thereby shall have the perpetual right, privilege and authority to utilize the easement premises in the manner set forth on the Final Plat and any such Easement Grants, and each Owner of a Lot within the Subject Property shall maintain the easement premises located on his Lot and keep the same clear of unpermitted obstructions, all as specified on and required under the Final Plat and any such Easement Grants.

SECTION 2. LANDSCAPE EASEMENT. Declarant hereby grants and reserves unto itself and the Association a non-exclusive perpetual easement for the installation, care, maintenance, replacement and renewal of fencing, temporary and permanent signs, plants, shrubs, bushes and other landscape materials (hereinafter referred to as the "**Landscape Easement**") over, across, upon and within those portions (if any) of the Subject Property identified in the Annexation Agreement and/or identified on the Final Plat as Landscape Easement(s) (hereinafter referred to as the "**Landscape Easement Area(s)**"). The party carrying out any work or activity upon the Landscape Easement Premises pursuant to the authority established under the Landscape Easement shall promptly restore to a condition at least as good as that existing prior to such activity all areas within the Landscape Easement Premises and any adjoining property disturbed as a result of such work or activity. The Landscape Easement shall include the right of ingress and egress to and from the Landscape Easement Premises for the purpose of carrying out the rights and authorities established under the Landscape Easement. Anything hereinabove contained to the contrary notwithstanding, fencing may only be installed within the Landscape Easement upon and subject to the prior express written consent of the

Developer (prior to the "Turnover Date") and thereafter of the Association. The Developer (prior to the Turnover Date) or Association (after the Turnover Date) as the case may be, shall have sole and absolute discretion and authority, to allow or prohibit, on a case-by-case (Lot-by-Lot) basis installation of any fencing on landscape berm areas.

SECTION 3. EASEMENT TO RUN WITH THE LAND. All easements on or with respect to any Lot within the Subject Property as established by the Final Plat or under this Declaration are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, the City, and any Owner, Occupant, purchaser, mortgagee, and other person having an interest in any Lot upon which such easement is located, and its or his heirs, grantees, successors, and assigns, subject to the provisions of Section 1 of Article IX of this Declaration.

ARTICLE VI

USE RESTRICTIONS

The following covenants and restrictions on use shall apply to all Lots within the Subject Property.

SECTION 1. MAINTENANCE AREAS. All Lot Ownerships in the Subject Property, through the Association, shall be responsible for the care, maintenance, repair, rehabilitation and replacement of Stormwater Facilities, Drainage Easement Areas, Open Space Areas, Entry Features and landscaping located within cul-de-sac landscape islands, public street right-of-ways and Landscape Easements and other common areas, to the extent required under this Declaration (collectively referred to as the "**Maintenance Areas**"). In the event Maintenance Areas are not properly maintained by the Association or the Lot Ownerships, the City shall, upon ten (10) days prior written notice to the Association or all of the general real estate tax assessees of record for the Lots, have the right to perform or have performed on its behalf all reasonably necessary maintenance work to or upon the Maintenance Areas, or any portion thereof. In each such case, the City, through its designated representatives, shall have the right to enter upon, cross over and utilize all or any portion of the Maintenance Areas to carry out such maintenance. The City and its representatives shall use all reasonable efforts to minimize any damage or disturbance to Lot(s) and any other Maintenance Area. In the event the City is required to effectuate such maintenance of any portion of the Maintenance Areas, it shall be entitled to recover one hundred ten percent (110%) of the costs incurred by it as a result thereof through the collection of additional taxes in accordance with the provisions of Section 9 of Article IV of this Declaration.

SECTION 2. ANTENNA AND SOLAR HEATING SYSTEMS. No solar heating system, dish type antenna or tracking device utilized to receive or intercept satellite transmissions exceeding twenty-four (24") inches in diameter or high definition television reception antenna or equipment, or any other form of antenna, shall be located or used on any Lot within the Subject Property unless fully enclosed within the principal structure on the Lot. Furthermore, in any event, any such satellite dish type antenna or tracking device which is twenty-four (24") inches or less in diameter, shall not be installed without prior approval by the Board as further hereinbelow provided nor in any event shall the same be installed in the front of a Dwelling Unit or in any other location which is highly visible from the adjoining street(s). No television or radio tower, antennae, or dish of any type used for transmitting signals shall be located or utilized on any Lot. After the Turnover Date, the Board shall have the power to adopt and prescribe further regulations consistent herewith and to reasonably modify and supplement this Section based upon then existing technological factors.

SECTION 3. INTENTIONALLY OMITTED.

SECTION 4. SWIMMING POOLS. No above ground swimming pools, except for pools that are installed so that at least two-thirds (2/3) of the pool height is in-ground, and excluding children's wading pools, shall be erected, placed or utilized on any Lot. Further, no partially buried or partially embedded swimming pools or other pool structures shall be erected, placed or utilized on any Lot.

SECTION 5. BUILDING EXTERIORS. Aluminum, vinyl, brick, stone, cultured or manufactured stone, masonite, stucco, dryvit, cedar and wood exterior siding or soffit materials may be incorporated in the construction of any Dwelling Unit located upon any Lot within the Subject Property. All roofs must be of an asphalt shingle or cedar shake shingle material. No other form or type of exterior material shall be utilized without Declarant's prior written consent.

SECTION 6. MINIMUM BUILDING SIZE/COMPLIANCE WITH CITY CODES AND ORDINANCES. The following standards for minimum square footage of living space shall be applicable to each dwelling unit constructed within the Subject Property:

- a. All two (2) Story and multi-Story Dwelling Units shall contain not less than One Thousand Nine Hundred Fifty (1,950) Square Feet of living space above the top of the Dwelling Unit's foundation at its highest point.
- b. All one (1) Story Dwelling Units shall contain not less than One Thousand Seven Hundred Fifty (1,750) Square Feet of living space above the top of the Dwelling Unit's foundation at its highest point.

The term "Square Feet" is defined as the sum of the horizontal areas of the several floors of the building, exclusive of basements, breezeways, garages, carports and open terraces. All buildings in the Development shall be constructed according to applicable building codes, regulations and ordinances promulgated by the City; provided, however, that if any of the standards set forth herein or which may be hereinafter imposed by amendment to this document are more restrictive than said codes, regulations and ordinances, the more restrictive standards shall govern.

SECTION 7. INTENTIONALLY OMITTED.

SECTION 8. LOT GRADING. Following the issuance of any occupancy certificate by the City for a Lot, such Lot shall be graded, and such grades shall be maintained, in compliance with the master grading plan affecting such Lot, as approved by the City. The top of foundation for each dwelling unit shall be constructed in substantial conformity to the elevation as provided on said master grading plan.

SECTION 9. MODEL HOMES. No structure or other facility located upon the Subject Property shall be occupied or utilized for the purpose of a model home and/or sales and or construction office without the prior written approval of Declarant, and then only in accordance with the limitations and restrictions of such approval. Such approval shall be in the sole and absolute discretion of Declarant. Nothing contained in this Declaration shall be construed to prohibit or limit the use of a structure for a model home and/or sales and construction office if otherwise approved by Declarant. Declarant shall have the right and authority to use, and authorize in writing others to use, sales and construction trailers upon the Subject Property.

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SECTION 10. ACCESSORY STRUCTURES. No accessory structures, outbuildings, or storage sheds, including, without limitation, detached garages, shall be constructed, maintained, or utilized upon any Lot, except for decks, patios, approved swimming pools, children's playhouses, and gazebos, the latter two of which shall be constructed of materials permitted pursuant to Section 5 of this Article VI. Each such child's playhouse and gazebo shall contain one floor only constructed at or near ground level, and no child's playhouse shall exceed one hundred (100) square feet of gross floor area. No deck, patio, swimming pool, children's playhouse or gazebo shall be constructed on any Lot without first receiving the Board's written approval pursuant to this Declaration.

SECTION 11. FENCES. No chain link or cyclone type fences of any kind shall be constructed, used or maintained for any purpose upon any Lot located within the Subject Property. Any Lot Owner or Occupant desiring to erect a fence upon a Lot shall first obtain approval therefor pursuant to the provisions of this Declaration and any additional rules and regulations from time to time adopted by the Board in furtherance hereof. All fences erected, maintained or used upon a Lot shall be constructed in compliance with the "**Fence Requirements**" identified in **Exhibit "C"** attached hereto.

All fences erected or used upon a Lot shall be constructed so that the finished face of such fence faces outward from the property lines of such Lot and all structural and support members of the fence face inward toward such Lot. All fences constructed within the Subject Property shall fully comply with applicable ordinances of the City and all necessary and appropriate permits required by the City or other applicable authority for such fence shall be procured by the constructing party prior to the commencement of construction. In the event a Lot Owner fails to properly maintain a fence located on such Owner's Lot, the Association shall have the right and authority, upon at least ten (10) days prior written notice to such Lot Owner, to enter upon such Lot and perform or cause to be performed reasonable maintenance, replacement, renewal or removal of such fence. All costs incurred by the Association in carrying out such work, plus an additional fifteen percent (15%) thereof, shall be paid by such Lot Owner to the Association, and the Association shall have a lien against such Lot in such amount, plus reasonable attorney's fees incurred by the Association in collecting the same.

SECTION 12. SIGNS. No signs or placards of any kind, except for a single customary size real estate "for sale" sign complying with applicable ordinances of the City, shall be permitted to be publicly displayed by any Lot Owner on any Lot, whether inside or outside of the Dwelling Unit on such Lot. This provision shall not apply to any signs utilized by Declarant, Developer or any person authorized by them, in accordance with applicable City sign ordinances in the development, sale and marketing of the Subject Property.

SECTION 13. ANNEXATION AGREEMENT RESTRICTIONS. In addition to all other restrictions and covenants set forth in this Declaration, each Lot shall fully comply with the applicable terms, conditions and restrictions set forth in the Annexation Agreement (hereinabove identified).

ARTICLE VII
[INTENTIONALLY OMITTED]

ARTICLE VIII

ADD-ON PROPERTY

SECTION 1. ADD-ON PROPERTY (FUTURE CALEDONIA PHASES 2 AND 3). The Subject Property constitutes the first (1st) unit or "Phase" of the overall development known as the Caledonia Subdivision. Accordingly, Declarant contemplates the development of one or more additional units of Caledonia Subdivision on the Add-On Property as defined in Paragraph (a) of Section 1 of Article I of the Add-On Property, or any other property contiguous to the Subject this Declaration. Declarant, by written instrument or instruments duly executed by Declarant and hereafter recorded with the Kendall County Recorder's office, shall have the right and authority, but not the obligation, to from time to time subject all or any part of Property or Add-On Property hereafter acquired by Declarant, to the conditions, covenants, easements, reservations and restrictions set forth in this Declaration, subject to such alterations, amendments, or clarifications of the terms and provisions hereof, and such additional covenants, easements, and restrictions as Declarant may deem appropriate for the applicable parcel of the Add-On Property.

The submission of all or any portion of the Add-On Property or other contiguous property to this Declaration shall be in the sole and absolute discretion of Declarant, and shall not require the consent or approval in any form or manner of any Lot Owner taking title by, through or under Declarant, or any of Declarant's grantees or assignees. The right and authority vested in Declarant pursuant to this Article VIII shall be personal to Declarant and shall not run to the benefit of any grantee, successor or assignee of Declarant except by written instrument of assignment specifically referencing the right being assigned, duly executed by Declarant and recorded with the Kendall County Recorder's office. Each portion of the Add-On Property, or other contiguous property, from time to time duly subjected to this Declaration shall automatically be treated as a part of the Subject Property for purposes of applying the provisions of this Declaration. Unless otherwise provided in the instrument adding such property under this Declaration, all common areas facilities and common facilities shall be administered and maintained by the Association, and the assessments from time to time levied by the Association or Declarant shall be spread over all of the property then being the subject of this Declaration.

SECTION 2. SPECIAL "ADD-ON" OPTION RIGHTS GRANTED TO INLAND. In addition to the foregoing rights of the Declarant to annex all or part of the Add-On Property as additional Subject Property of this Declaration, Declarant hereby grants unto Inland, its successors and assigns the right, power, authority and privilege (without the consent or approval of any other person or entity whatsoever) to elect to amend this Declaration for the purpose of annexing either and/or both of such Phase 2 and Phase 3 Add-On Property as additional Subject Property of this Declaration, in the event Declarant (or its commonly owned affiliate) fail to complete acquisition of either or both such Phases of Add-On Property. In such event, Inland must elect such add-on option and right and execute and record the appropriate amendment to this Declaration, effectuating the same, within not more than sixty (60) days following the date of recording of the respective Final Plat for each such Phase of Add-On Property. This Article VIII, Section 2 of this Declaration cannot be further amended without the prior written consent of Inland (or its successors or assigns, as the case may be). Nothing set forth herein shall otherwise confer or create any other right or obligation of Inland as a Declarant hereunder.

ARTICLE IX

DECLARANT'S RIGHTS RESERVED

SECTION 1. EASEMENTS. Notwithstanding any provisions contained herein to the contrary, the easements granted or referred to under Article V of this Declaration shall be subject to:

- (a) The right of the Declarant to execute all documents and do all other acts and things affecting the Subject Property (including but not limited to the execution, granting and/or creation of future easements related to drainage stormwater management and/or public utilities or improvements; special service area agreements; conveyances or dedications of land to the City and/or other governmental or quasi-governmental entities) which, in the Declarant's sole opinion and discretion, are desirable and appropriate in connection with Declarant's and Developer's rights hereunder, provided any such document or act or thing does not unreasonably interfere with the property rights of any Owner.
- (b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public utility or governmental body for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewer and water pipes, or any other utility services serving any Dwelling Unit or as otherwise specified in such easements.
- (c) The vacation or relocation of easements by the Declarant pursuant to agreement with the City to facilitate the service of utilities to all or any portion of the Subject Property, or to eliminate a particular hardship which would otherwise be experienced by an Owner.

SECTION 2. CONSTRUCTION AND SALES FACILITIES. Declarant shall have the right to construct, operate and maintain, and to authorize others pursuant to the provisions of Section 8 of Article VI of this Declaration to construct, operate and maintain, construction and/or sales facilities in model homes and other structures approved by Declarant located within the Subject Property throughout the period of construction and sales of Lots and Dwelling Units located within the Subject Property, or any portion thereof.

SECTION 3. TEMPORARY SALES SIGNS AND MATERIALS. Declarant, Developer and others authorized in writing by Declarant, shall have the right and authority to construct, install and utilize temporary sales, marketing, directional and advertising signs, banners, pennants and materials (hereinafter collectively "**Temporary Signs**") from time to time deemed appropriate by Declarant to promote the development and sales of Lots and dwelling units constructed or to be constructed upon any Lot. Developer shall have sole and exclusive discretion in the design, colors, configurations and composition of such Temporary Signs. Temporary Signs may be located upon (i) the Landscape Easement, as defined in Section 2 of Article V of this Declaration, (ii) any Lot owned or controlled by Declarant, Developer or any other entity authorized in writing by Declarant, and (iii) any Lot within the Subject Property upon which the right to place Temporary Signs is reserved by Declarant, Developer or such authorized entity. All Temporary Signs shall be removed by the entity which installed the same no later than the issuance of the occupancy permit for the last dwelling unit occupied within the Subject Property.

SECTION 4. PERMANENT ENTRY SIGNS. Declarant shall have the right and authority, but not the obligation, to construct permanent subdivision identification entry signs within the Landscape Easement or other easements reserved by Declarant for such purpose on Lot(s) A and/or other Open Space Areas and/or other Lot(s), at or near points of entry to the Subject Property and other access points (hereinafter "**Permanent Entry Signs**"). All Permanent Entry Signs constructed by Declarant shall be conveyed to and owned and maintained by the Association.

SECTION 5. EXCEPTIONS. Except for rights granted to the City, Declarant, for itself only, hereby reserves the right to enter into written agreements without the consent of any Owner to deviate from any or all of the provisions set forth herein, including, without limitation, the restrictions set forth in Article

VI hereof, in the event Declarant determines, in its sole and absolute discretion, practical difficulties or particular hardships or other justifications are evidenced by any Owner of any Lot in the Subject Property. Any deviation so approved shall not constitute a waiver of the right of Declarant or any Owner to enforce against any other Lot within the Subject Property the provision deviated from, nor shall Declarant have any obligation to extend or grant such deviation to any other Lot within the Subject Property.

SECTION 6. GENERAL AUTHORITY. Declarant shall have the right to execute all documents and undertake any actions effecting the Subject Property, and any portions thereof, which in Declarant's sole and absolute discretion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to Declarant or the Association in this Declaration.

SECTION 7. DECLARANT'S AGENT. All notices, approvals, consents, deviations, and other authorizations which may be given by Declarant hereunder may also be given by Declarant's Agent as identified in Section 1 of Article VII of this Declaration. All such notices, approvals, consents, deviations, and other authorizations from time to time voluntarily given in writing under the authentic and duly authorized signature of Agent shall be deemed binding upon Declarant and may be relied upon solely by the person or entity to which the same is specifically addressed. Declarant may from time to time revoke, alter, amend or transfer the authority granted under this Section 5 by written instrument referencing this Section 5, which instrument shall be deemed effective upon execution by Declarant and recordation thereof with Kendall County Recorder of Deeds.

SECTION 8. ASSIGNMENT OF DECLARANT'S RIGHTS. Declarant, its successors or assigns, shall have the right to transfer and assign all or any of the rights, privileges, easements, powers, and duties herein retained or reserved by Declarant, its successors or assigns, by written instrument or instruments in the nature of an assignment expressly providing for such assignment and specifically referencing this Declaration and the provisions assigned, which shall be effective when recorded in the office of the Recorder of Deeds of Kendall County, Illinois, and Declarant, its successors or assigns, shall thereupon be relieved and discharged from every duty so vested in the transferee.

SECTION 9. RIGHTS OF DEVELOPER. All rights reserved and granted to Declarant hereunder shall be deemed reserved and granted to Developer and may be exercised and carried out by Developer.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owner of any land subject to this Declaration or portions thereof, and the City, and their respective legal representatives, heirs, grantees, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument amending this provision as hereinafter provided shall be recorded.

SECTION 2. AMENDMENT. Except as otherwise provided herein (including special amendment rights pertaining to Add-On Property), this instrument and its effect shall not at any time hereafter be modified, amended, or annulled except by the written agreement of the then Owners of record of sixty percent (60%) of all of the Lot Ownerships to which such provision applies, or such other percentage of Lot Ownerships as expressly otherwise provided in this Declaration. The foregoing to the contrary notwithstanding, prior to Declarant's assignment of its rights and powers hereunder to the Association, Declarant shall have the right and authority to from time to time amend this Declaration as Declarant may determine to be appropriate in Declarant's sole and absolute discretion, without the consent of any other Owner. No amendment to the obligation of the Association to provide for the common care and maintenance of the Drainage Easement Area(s), common landscaping and/or Entry Features as provided herein shall be effective unless duly approved and executed by the City and Owner or Owners of each of the Lots upon which the effected item is located (as to the landscaping and signage). Additionally, Article VIII, Section 2 (Inland Add-On Rights) cannot be amended without Inland's prior written consent and provisions of this Declaration dealing with the Association's obligation to contribute to the cost and expense of Off-Site Facilities cannot be amended without the prior written consent of the Off-Site Association. Such required consent of Inland or such Off-Site Association, as the case may be, may be withheld by Inland or such Off-Site Association in their respective sole discretion, reasonably exercised. No amendment shall be effective until duly executed, acknowledged, and recorded in the office of the Recorder of Deeds, Kendall County, Illinois.

SECTION 3. SEVERABILITY If any provisions of this Declaration or any section, sentence, clause, phrase or word hereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

SECTION 4. HEADINGS NOT CONTROLLING. The headings, sub-headings, and captions in this Declaration are for convenience only and shall not be construed to affect the meaning or interpretation of this Declaration.

SECTION 5. PERPETUITIES AND OTHER RULES OF PROPERTY. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or an analogous statutory provision, or (b) any other statute or common law rule imposing time limits, then such provision shall continue in the case of (a) only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Chairman of the Kendall County Board, Kendall County, Illinois, and the incumbent President of the United States, and in the case of (b) for the maximum period permitted.

SECTION 6. TITLE IN LAND TRUST. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries from time to time established thereunder shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings, chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the personal obligation of the beneficiaries of such trust at the time such charge or lien is incurred, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

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SECTION 7. RIGHTS AND OBLIGATIONS. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed and shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and, except as otherwise provided herein, shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The rights and powers reserved in Declarant hereunder shall be personal to Declarant and shall not inure to the benefit of any grantee, successor or assignee of Declarant unless otherwise expressly provided in a written instrument of assignment executed by Declarant and recorded with the Kendall County Recorder's Office.

SECTION 8. LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

SECTION 9. REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS.

- (a) **DEFAULT.** In the event of any default of any Owner under the provisions of this Declaration, or any amendment hereof, Declarant, the Association, other Owners, and the City shall have each and all of the rights which may be respectively provided for them in this Declaration, or which may be available at law or in equity and may prosecute any action or other proceeding for enforcement of any lien or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Declarant, the Association, such other Owners or the City in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, shall be charged to and assessed against such defaulting Owner.
- (b) **NO WAIVER OF RIGHTS.** The failure to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right or of the continuing right to enforce such a right, provision, covenant, or condition in the future, irrespective of the number of violations, defaults, or breaches which may occur.
- (c) **REMEDIES CUMULATIVE.** All rights, remedies, and privileges granted to Declarant, the Association, Owners, or the City pursuant to any of the terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude Declarant, the Association, Owners, or the City thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted to Declarant, the Association, Owners, or the City at law or in equity.

SECTION 10. LIMITED APPLICATION. Nothing contained in this Declaration shall be construed to apply to any property other than the Subject Property (including any future annexed Add-On Property).

SCHEDULE OF EXHIBITS

EXHIBIT "A": Legal Description of "Subject Property"

EXHIBIT "B": Legal Description of "Add-On Property"

EXHIBIT "C": Fence Requirements

Unofficial

EXHIBIT "A"

LEGAL DESCRIPTION OF "SUBJECT PROPERTY"

(CALEDONIA SUBDIVISION - PHASE 1, YORKVILLE, ILLINOIS)

THAT PART OF THE NORTH 1/2 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE NORTH 88 DEGREES 13 MINUTES 59 SECONDS EAST, ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 892.02 FEET RECORD, 892.11 FEET MEASURED; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 17, A DISTANCE OF 40.01 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 59 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 315.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 39.27 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS SOUTH 43 DEGREES 14 MINUTES 00 SECONDS WEST 35.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREES 45 MINUTES 39 SECONDS EAST 75.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 56.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2033.00 FEET AND WHOSE CHORD BEARS SOUTH 00 DEGREES 58 MINUTES 37 SECONDS EAST 56.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 11 MINUTES 10 SECONDS EAST 57.96 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 39.27 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 11 MINUTES 10 SECONDS EAST 35.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 48 MINUTES 50 SECONDS EAST 18.53 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 32.31 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS NORTH 52 DEGREES 47 MINUTES 46 SECONDS EAST 30.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTH, EAST, AND SOUTH 220.07 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 66.00 FEET AND WHOSE CHORD BEARS SOUTH 68 DEGREES 43 MINUTES 21 SECONDS EAST 131.39 FEET; THENCE SOUTH 63 DEGREES 56 MINUTES 29 SECONDS EAST, NON-TANGENT TO THE LAST DESCRIBED CURVE 164.48 FEET TO A LINE PARALLEL WITH THE EAST 1/2 OF SAID SECTION; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST ALONG LAST DESCRIBED LINE A DISTANCE OF 103.53 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 59 SECONDS WEST 403.40 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 10 SECONDS WEST 114.96 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 39.27 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS NORTH 45 DEGREES 11 MINUTES 10 SECONDS WEST 35.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 39 DEGREES 48 MINUTES 50 SECONDS WEST 115.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 10 SECONDS EAST 669.49 FEET; THENCE SOUTH 26 DEGREES 18 MINUTES 55 SECONDS WEST 57.85 FEET; THENCE SOUTH 45 DEGREES 29 MINUTES 17 SECONDS WEST 57.11 FEET; THENCE SOUTH 71 DEGREES 28 MINUTES 11 SECONDS WEST 75.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY 4.64 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 217.00 FEET AND WHOSE CHORD BEARS SOUTH 08 DEGREES 50 MINUTES 53 SECONDS EAST 4.64 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09 DEGREES 27 MINUTES 38 SECONDS EAST 110.89 FEET; THENCE SOUTH 03 DEGREES 22 MINUTES 13 SECONDS EAST 112.90 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 42 SECONDS EAST 119.42 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 17 SECONDS EAST 489.42 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY 77.99 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS OF 433.00 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 33 MINUTES 19 SECONDS EAST 77.89 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 23 MINUTES 42 SECONDS EAST 347.43 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 18 SECONDS WEST 496.42 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 42 SECONDS EAST 246.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 18 SECONDS WEST 173.38 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 164.56 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 142.00 FEET AND WHOSE CHORD BEARS SOUTH 56 DEGREES 24 MINUTES 18 SECONDS WEST 155.50 FEET; THENCE NORTH 66 DEGREES 47 MINUTES 42 SECONDS WEST 66.37 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 18 SECONDS WEST 187.68 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 42 SECONDS WEST 935.58 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 18 SECONDS EAST 165.00 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 42 SECONDS WEST 146.14 FEET TO A POINT ON THE NORTH LINE OF SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 88 DEGREES 17 MINUTES 09 SECONDS EAST ALONG THE LAST DESCRIBED LINE 155.39 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 1106.44 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS

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EXHIBIT "B"

LEGAL DESCRIPTION OF "ADD-ON PROPERTY"

**(FUTURE CALEDONIA SUBDIVISION -
PHASE(S) 2 AND 3, YORKVILLE, ILLINOIS)**

LEGAL DESCRIPTION:

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

**BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER
OF SAID SECTION 17; THENCE NORTH 88 DEGREES 13 MINUTES 59 SECONDS
EAST, ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID
NORTHEAST QUARTER, 1398.01 FEET TO A LINE BEING 66.00 FEET EAST OF
AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID
NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 12 MINUTES 00
SECONDS EAST, 1350.98 FEET TO THE NORTH LINE OF YORKVILLE
BUSINESS CENTER UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED
MAY 21, 2001 AS DOCUMENT NUMBER 200100008620 (ALSO BEING THE
SOUTH LINE EXTENDED WESTERLY OF FISHER'S SUBDIVISION DOCUMENT
NUMBER 884011 RECORDED AUGUST 4, 1988); THENCE SOUTH 88 DEGREES
40 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE
EXTENDED WESTERLY, 430.05 FEET TO THE WEST LINE OF LOT 5
EXTENDED NORTHERLY IN YORKVILLE BUSINESS CENTER UNIT 2,
ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2000 AS
DOCUMENT NUMBER 200000012408; THENCE SOUTH 00 DEGREES 12
MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 1112.41
FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, ALSO BEING THE
NORTH LINE OF YORKVILLE BUSINESS CENTER SUBDIVISION, ACCORDING
TO THE PLAT THEREOF RECORDED OCTOBER 10, 2000 AS DOCUMENT
NUMBER 200000013808; THENCE NORTH 70 DEGREES 02 MINUTES 59
SECONDS WEST ALONG THE LAST DESCRIBED LINE (TOGETHER WITH THE
NEXT 5 COURSES), 195.40 FEET; THENCE NORTHWESTERLY ALONG A
CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 72 DEGREES 54
MINUTES 47 SECONDS WEST 57.95 FEET, HAVING A RADIUS OF 580.00 FEET,
AN ARC DISTANCE OF 57.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES
00 SECONDS WEST, 82.96 FEET; THENCE NORTHWESTERLY ALONG A
CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE,
HAVING A CHORD BEARING OF NORTH 82 DEGREES 33 MINUTES 19
SECONDS WEST 158.42 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC
DISTANCE OF 159.09 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 45
SECONDS WEST, 297.11 FEET; THENCE SOUTHWESTERLY ALONG A CURVE
TO THE LEFT HAVING A CHORD BEARING OF SOUTH 75 DEGREES 49
MINUTES 01 SECONDS WEST 216.65 FEET, HAVING A RADIUS OF 500.00 FEET,
AN ARC DISTANCE OF 218.38 FEET; THENCE CONTINUING
SOUTHWESTERLY, ALONG THE LAST DESCRIBED CURVE TO THE LEFT,
HAVING A CHORD BEARING OF SOUTH 59 DEGREES 08 MINUTES 31
SECONDS WEST 72.59 FEET, HAVING A RADIUS OF 500.00 FEET, AN**

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EXHIBIT "B"

LEGAL DESCRIPTION OF "ADD-ON PROPERTY"

***(FUTURE CALEDONIA SUBDIVISION -
PHASE(S) 2 AND 3, YORKVILLE, ILLINOIS)***

ARC DISTANCE OF 72.66 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 44 SECONDS WEST, 106.33 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 71 DEGREES 38 MINUTES 54 SECONDS WEST 286.85 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 290.94 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 88 DEGREES 19 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 299.99 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 24 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1323.91 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 17 MINUTES 08 SECONDS EAST, 6.20 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS, 217.87 FEET TO THE NORTH LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS; THENCE NORTH 88 DEGREES 17 MINUTES 09 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 660.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 1106.44 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 892.02 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING EASTERLY, ALONG SAID NORTH LINE ON A STRAIGHT LINE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTHERLY, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 57 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, AT AN ANGLE OF 91 DEGREES 34 MINUTES 03 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET; THENCE NORTHERLY, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST

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EXHIBIT "B"

LEGAL DESCRIPTION OF "ADD-ON PROPERTY"

**(FUTURE CALEDONIA SUBDIVISION -
PHASE(S) 2 AND 3, YORKVILLE, ILLINOIS)**

HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 56 SECONDS, AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

(EXCEPTING AND EXCLUDING THEREFROM ANY PORTIONS OF THE ABOVE-DESCRIBED REAL ESTATE SITUATED IN CALEDONIA SUBDIVISION-PHASE 1, YORKVILLE, ILLINOIS OR OTHERWISE WITHIN THE REAL ESTATE LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO)

Unofficial

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EXHIBIT "C"

FENCE REQUIREMENTS

(CALEDONIA SUBDIVISION)

No fences or similar barriers shall be constructed on any Lot unless said fence conforms to the following specifications:

A. If a wood fence:

- (i) Wood or similar material, board on board (shadow box) fence;
- (ii) 1 x 6 boards, spaced edge-to-edge and back-to-back to comply with percent open and closed per City ordinance;
- (iii) 4 x 4 posts with wood (cedar) cap, set 42" into ground and 8 feet+/- on center, with concrete footings;
- (iv) Two 2 x 4 back rails (1-1/2" wide); one at the top of the boards and one 12" up from the bottom of the boards;
- v. 1 x 4 cap, centered on boards.

B. If an iron or acceptable metal alloy or composite material (if approved by Declarant or Board) fence:

- (i) Jerith #202 (black).

C. All fences:

- (i) Must be placed at least ten (10) feet back from the front of home and garage;
- (ii) Height not to exceed five (5) feet unless a higher fence is required to comply with City codes (such as requirements for a pool);

These provisions shall not apply to restrict any barrier fences built by the Declarant and placed near the property borders of the Subdivision.

**ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
CALEDONIA SUBDIVISION (YORKVILLE, IL)
(THE "DECLARATION OF COVENANTS")**

CONSENT OF HOURIGAN BUILDERS COMPANY, L.L.C.

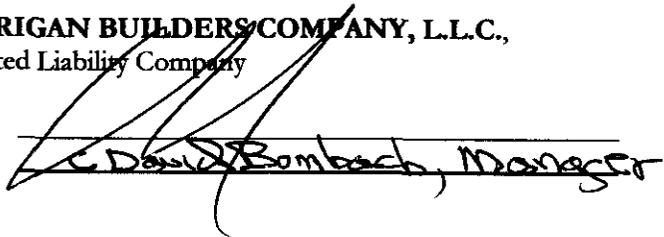
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, the undersigned, **HOURIGAN BUILDERS COMPANY, L.L.C.**, a Limited Liability Company ("**Hourigan Builders**") for itself and its successors and assigns, covenants, acknowledges, consents and agrees as follows:

- (i) Hourigan Builders has received, reviewed, approves and consents to the foregoing Declaration of Covenants to which this Addendum is attached and agrees that all property owned by it situated in the "**Subject Property**" (**Caledonia Subdivision-Phase 1**) is expressly made subject to all terms, conditions, provisions, easements, covenants and restrictions set forth in such Declaration of Covenants; and
- (ii) Hourigan Builders consents and agrees to counterpart execution and attachment of this Addendum and Consent Page to such Declaration of Covenants for purposes of incorporating therein and making this Addendum and Consent Page a part thereof and to the recordation of such Declaration of Covenants in Kendall County, Illinois (including this Addendum and Consent).

SO AGREED this 25th ^{July} day of ~~June~~ ²⁰⁰⁶, 2006.

HOURIGAN BUILDERS COMPANY, L.L.C.,
a Limited Liability Company

By:
Its:


C. David Bombach, Manager

.....
STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that C. DAVID BOMBACH, Member/Manager of **HOURIGAN BUILDERS COMPANY, L.L.C.**, a Limited Liability Company ("**LLC**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member/Manager, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said LLC, for the use and purposes therein set forth. **GIVEN** under my hand and official seal this 25th day of JULY, 2006.





Notary Public



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

Agenda Item Number

OB #1

Tracking Number

PW 2015-56

Agenda Item Summary Memo

Title: Maintenance of Stormwater Management Facilities

Meeting and Date: Public Works Committee – January 19, 2016

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: December 14, 2015
Subject: Storm Water Basins

Summary

Review of process for inspecting storm water basins and explanation of how this service will benefit the City.

Preparation for Inspection

The first step is to identify the owner and maintainer of the basin. We can do this by using the PIN number to identify owner of record. Once this is done, we will find out if the owner is performing maintenance or if there is a person/company hired to be the maintainer.

Next, we will determine the following:

- Is the basin an accepted or unaccepted improvement?
- What type of basin is it?
- Is there an approved landscape plan for this basin?
- What is the approximate age of the basin?

All of these items will assist us in performing a complete inspection to gain the overall health and functionality of the basin.

Inspection Sheet

- **Basin Location** – Besides a physical address that we can input into our GIS system, I am going to give each basin an identifiable tag for public works and engineering to use for our annual inspection program. Example: Heartland Circles pond could be B-15. “B” equals the quadrant and 15 would be the 15th pond in that basin.
- **Basin Type** – simply categorizes the basins into 3 categories; dry, wet, or naturalized.
- **Owner and Maintainer information** – this information will be used to communicate with the proper individuals for any problems with the basin(s) and to send the inspection reports.

- **Annual Inspection Items** – these specific items will guide us in determining the functionality of the basin and specify deficiencies that need to be remedied. In addition to specific items, we will be able to determine the overall condition of the basin and the condition of the landscaping or naturalized area. Specifically letters C, D, E, and F will help us in determining the health and functionality of the landscape materials.

Post Inspection

All inspection sheets will be sent to the owner and maintainer for their use to remedy any deficiencies and to have on file.

In addition to keeping a paper copy, we will be creating a database of basins that include any deficiencies along with general notes. This database will be used to assist in generating the 5 year re-inspection and track the basin's health and functionality over time.

Expectations, Remedies and Potential Action Items

In a perfect scenario, we would send out deficiency letters and they would all be addressed in a reasonable time and achieve a satisfactory outcome. But, we all know that is not likely to happen so we have to have a plan in place to ensure that our recommendations are being followed and remedies to the deficiencies are being addressed properly and in a timely manner.

- **Expectations** – Our expectations are that, the owner/maintainer will address any deficiencies within a reasonable time frame. These time frames will vary greatly due to the time of the year the inspection is performed and the scale of the deficiency that needs to be repaired. For instance, if we perform our inspection now and we find that there is some minor erosion near the outfall of a pond, we would have to take into consideration that no work could be completed at this time. Therefore, we would most likely make the deadline June 1, 2016. If we were to perform the inspection on April 15th of the coming year, we would probably make the deadline the same date as the one we inspected in December. If the repairs were much more in depth, such as elimination of weeds and re-naturalizing the bank, we would most likely give them the entire growing season to perform this work. When the work is completed to our satisfaction, it will be noted in the file and rechecked during the 5th year re-inspection.
- **Remedies** – Each remedy will be specific to a basin. Remedies will vary in scope, cost and time frame for repair in each basin depending on the issue. We will be specific and concise for each issue, stating clear direction for remedy with a reasonable time frame for completion.
- **Potential Action Items** – If there are cases where the owner/maintainer is unresponsive to our request to remedy deficiencies in their basin, we have the following options to ensure that the basin is brought into compliance.

1. We would be able to cite the owner/maintainer for violating the City's approved storm water management program plan or through the property maintenance standards. Once they are cited, they realize that we are serious and the work gets done in a timely manner, or we proceed with the administrative adjudication process. The City Code identifies the following sections that we would use in most cases
 - 4-1-5 Nuisances and Offensive Conditions, Generally (weeds)
 - 4-3-1 Junk, Trash and Refuse
 - 8-17-9 through 8-17-13 Provisions regulating non-storm water discharges and connections to the municipal separate storm sewer system

2. In cases where this approach is not effective in getting our desired results, we still have the following recourse.
 - In areas developments where there is a dormant SSA, we can enact it to have the funds to perform the required repair or maintenance. These areas would most likely be developments that were annexed and constructed in the 2000's. This accounts for the largest percentage of our basins which I would estimate at upwards of 75%-80%. Basins with no dormant SSA would be 15%-20% and city owned basins would be approximately 5%. Of that 75-80%, that does include developments that are not accepted.
 - In those areas that are not accepted, we can add it to the punch list if it is an active development (ie- Windett Ridge water level issue).
 - In areas where there the basins are privately owned or have no dormant SSA, the City can perform or contract out work that needs to be done and bill the owner for said work following the guidelines set forth in Ord 2009-78 section 7-1 d.

I would ask that this be placed on the January 19th public works committee for discussion. If you have questions or need further information, please let me know.

4-1-5: NUISANCES AND OFFENSIVE CONDITIONS, GENERALLY:

- A. Existence Of Nuisance: It shall be unlawful for any person to maintain or permit the existence of any nuisance within the city.
- B. Nuisances: The following nuisances described and enumerated shall not be exclusive, but shall be in addition to all other nuisances described and prohibited in this code:
1. Things Interfering With Peace Or Comfort: Sounds, animals, or things which interfere with the peace or comfort, or disturb the quiet of any person in the city.
 2. Obnoxious, Offensive Odors: The emission of obnoxious and offensive odors, or the tainting of the air rendering it offensive and/or unwholesome so as to affect the health or comfort of persons residing in the neighborhood thereof.
 3. Discharging Of Offensive Matter: The placing, throwing, or discharging from any house or premises and flow from or out of any house or premises, of any filthy, foul, or offensive matter or liquid of any kind, into any street, alley, or public place, or upon any adjacent lot or ground.
 4. Water Pollution: The obstruction or pollution of any watercourse or source of water supply in the city.
 5. Stagnant Water: Any stagnant pool of water in the city.
 6. Emission Of Dense Smoke: The emission of dense smoke from any fire, chimney, engine, oil burner, or other agency in the city so as to cause annoyance or discomfort to the public. (Ord. 2008-05, 2-12-2008)
 - ★ 7. Weeds, Grasses, Plants Or Vegetation:
 - a. Weeds: As used in this section, "weeds" shall include, but not be limited to, burdock, ragweed, thistle, cocklebur, jimson, blue vervain, common milkweed, wild carrot, poison ivy, poison oak, poison sumac, wild mustard, rough pigweed, lamb's quarter, wild lettuce, curled dock, all varieties of smart weeds, poison hemlock, wild hemp, other weeds of a like kind or as defined in the Illinois exotic weed act¹.
 - b. Height: It shall be unlawful to permit any weeds, grasses, plants or vegetation, other than trees, bushes, cultivated flowers, vegetable garden crops or other ornamental plants to grow to a height exceeding eight inches (8") anywhere in the city and except as provided in the following subsections.
 - c. Height Exception; Farming: Farming shall be allowed to continue on lots or tracts of land where there has been an established history of cultivation of the land for a period of not less than one year and crops shall be exempt from the height regulations in subsection B7b of this section.

d. Height Exception; Vacant Property:

- (1) Exemption Allowed: To promote stabilization and revegetation for erosion control, water conservation and to minimize weeds on certain property, compliance with the following regulations shall exempt the property from the height regulations in subsection B7b of this section.
- (2) Minimum Area: The property shall have a minimum area in an R2 zoning district of four (4) or more contiguous lots that are sequentially addressed and owned by one entity, in an R2-D zoning district three (3) or more contiguous lots that are sequentially addressed and owned by one entity, or in all other zoning districts of not less than one acre.
- (3) Preparation And Planting: The property shall be prepared for planting by disking, rototilling, chemicals or other methods approved by the city and planted with the following seed species and at the following rate:

Seed Species	Pounds Per Acre
Annual rye	44
Perennial rye	44
Tall fescue	29
Timothy	15
Alsike clover	7
Alfalfa	7

- (4) Mowing And Maintenance: The grasses on the property shall be mowed to a height of less than eight inches (8.0") not less than at the following times each calendar year: first mowing on or before June 1; second mowing on or before September 1; and third mowing on or before November 15. The property shall be maintained without weeds and otherwise in compliance with this code. (Ord. 2011-04, 1-25-2011)

C. Notice To Abate: The city or an authorized agent shall serve upon the occupant of any premises, if any, and upon the owner thereof, notice of the nuisance violation, and where a property owner or occupant cannot be found, notice of the nuisance violation may be given by posting a sign in a conspicuous place near the main entrance of a structure or on the property, the notice shall demand abatement of the nuisance within five (5) days.

The city shall cause to be published in a newspaper of general circulation within the city limits once a week for two (2) consecutive weeks during the month of May of each year a notice informing the public that any weeds, grass, plant or vegetable matter, other than

trees, bushes, flowers, vegetable gardens or other ornamental plants, which grow to a height exceeding eight inches (8") is a violation of city ordinance and the city may cut the weeds, grass, plant or vegetable if the violation is not abated within five (5) days after notice is given and the property owner shall be liable to the city for its costs.

It shall be unlawful for anyone to deface, tamper with, or remove any posted notice unless authorized by the city or an authorized agent. (Ord. 2009-23, 4-28-2009)

- D. Nuisance Abatement: The city attorney or any citizen of the city, when such a nuisance exists as set forth in this section, may maintain a complaint in the name of the city, perpetually, to enjoin all persons from maintaining or permitting such nuisance and to abate the same. In addition, the city police, officers, inspectors or employees, upon observing any violation of this section may enter upon private property and summarily abate any nuisance if the person served with notice does not abate the nuisance within five (5) days.
- E. Liability For Costs: The city shall have the authority to bill and collect from the property owner the reasonable cost of abating the nuisance. The city shall send a bill for the abatement costs to the same address where the tax bill for the general property taxes on the subject property for the preceding year was sent. If the abatement costs are not fully paid within thirty (30) days, a second billing notice will be sent.
- F. Lien: If the abatement costs are not paid within fifteen (15) days of the second billing notice, the city shall place a lien upon the property affected. Notice of the lien shall be given to the property owner. Said notice shall consist of a sworn statement setting out: 1) a description of the property sufficient for identification thereof, 2) the amount of the abatement costs incurred or payable, and 3) the date(s) when such abatement costs were incurred by the city.

Said lien shall be superior to all other liens and encumbrances, except tax liens, provided that within sixty (60) days after such abatement costs are incurred, the city, its agent, or authorized contractor files notice of lien in the office of the recorder of deeds of Kendall County, Illinois. However, said lien shall not be valid as to any purchaser whose rights in and to such property have arisen subsequent to the abatement of the nuisance, and the lien of the city shall not be valid as to any mortgagee, judgment creditor, or other lienor whose rights in and to such property arise prior to the filing of such notice. Upon payment of the abatement costs, the lien shall be released by the city and the release may be filed of record. (Ord. 2008-05, 2-12-2008)

Chapter 3

JUNK, TRASH AND REFUSE

4-3-1: DEFINITION:

"Junk, trash and refuse" are defined herein to include any and all waste matter, whether reusable or not, which is offensive to the public health, safety or to the aesthetics of the neighborhood and is specifically intended to include, but not be limited to, worn out, wrecked, inoperative, damaged or abandoned automobiles, motorcycles, trucks, tractors, machinery of any kind or any parts thereof, old iceboxes, refrigerators, stoves, furniture or mechanical equipment. (Ord. 1970-54, 3-12-1970)

4-3-2: NUISANCE DECLARED:

The storing of junk, trash or refuse or the storing or parking of inoperative automobiles, motorcycles or trucks on private property within the city limits, except in industrial districts as provided by the city zoning ordinance¹, is hereby declared a nuisance. (Ord. 1970-54, 3-12-1970)

4-3-3: NOTICE TO ABATE:

Any city police officer, officer, inspector or employee, upon observing any violation of this chapter, shall issue a notice directed to the owner of record of the property on which said nuisance occurs, or to the occupant or tenant of said property, or both, which said notice shall describe the violation and shall establish a reasonable time limit for abatement thereof by such owner or occupant or tenant, which limit shall be not less than two (2) days nor more than ten (10) days after service of such notice. Such notice may be served either personally or by first class mail at the owner's or occupant's last known address. (Ord. 1970-54, 3-12-1970)

4-3-4: FAILURE TO ABATE:

In the event the owner or occupant of the property where such nuisance violation of section 4-3-2 of this chapter exists, has failed, within the prescribed time to abate such nuisance, then any city officer, police officer, inspector or employee who served such notice shall file a complaint charging violation of this chapter with the circuit court for the sixteenth judicial circuit

demanding that the owner of the property or the occupant thereof, or both, be held to answer to the court for the violation of this chapter. (Ord. 1970-54, 3-12-1970)

4-3-5: VIOLATIONS AND PENALTIES:

Any person who shall neglect, fail or refuse to abate or remove such nuisance after notice thereof shall, for each twenty four (24) hours thereafter during which said nuisance continues, be subject to a like penalty as that originally incurred. (Ord. 2008-74, 8-26-2008)

Footnote 1: See title 10 of this code.

8-17-9: MONITORING OF DISCHARGES:

- A. The city engineer shall be permitted to enter and inspect facilities subject to regulation under this chapter as often as may be necessary to determine compliance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the city.
- B. Facility operators shall allow the city engineer ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.
- C. The city engineer shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharge.
- D. The city engineer has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- E. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the city engineer and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- F. Unreasonable delays in allowing the city engineer access to a permitted facility is a violation of a stormwater discharge permit and of this chapter. A person who is the operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the city engineer reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this chapter.
- G. If the city engineer has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation, or that there is a need to inspect and/or sample as part of a routine

inspection and sampling program designed to verify compliance with this chapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the city engineer may seek issuance of a search warrant from any court of competent jurisdiction. (Ord. 2010-05, 1-12-2010)

8-17-10: REQUIREMENT TO PREVENT, CONTROL AND REDUCE STORMWATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES:

The city has adopted requirements identifying best management practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the United States. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal separate storm sewer system or watercourses through the use of these structural and nonstructural facilities meeting best management practices requirements. Any person responsible for a property or premises, which is, or may be, the source of an illegal discharge, may be required to implement, at said person's expense, additional structural and nonstructural facilities to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. (Ord. 2010-05, 1-12-2010)

8-17-11: WATERCOURSE PROTECTION:

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. (Ord. 2010-05, 1-12-2010)

8-17-12: NOTIFICATION OF SPILLS:

Any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the municipal separate storm sewer system, or waters of the United States said person shall take

all necessary steps to ensure the discovery, containment, and cleanup of such release and immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the city in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the city within three (3) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years. (Ord. 2010-05, 1-12-2010)

8-17-13: ULTIMATE RESPONSIBILITY:

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore this chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants. (Ord. 2010-05, 1-12-2010)

8-17-14: ENFORCEMENT:

Whenever the city engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person in accordance with the requirements of title 1, chapter 14 of this code. (Ord., 2010-05, 1-12-2010)

**ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO PROVIDE FOR THE REGULATION OF ILLICIT DISCHARGES
AND CONNECTIONS TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM**

BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the City Code be and is hereby amended to add the following new Chapter 17 to Title 8:

**CHAPTER 17
PROVISIONS REGULATING NON-STORM WATER DISCHARGES
AND CONNECTIONS TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM**

8-17-1: Purpose. The objections of this chapter are to provide for the health, safety, and general welfare of the citizens of the United City of Yorkville through the regulation of non-storm water discharges to the municipal separate storm sewer system to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process by:

- (1) Regulating the contribution of pollutants to the municipal separate storm sewer system by stormwater discharges by any user;
- (2) Prohibiting illicit connections and discharges, as hereinafter defined, to the municipal separate storm sewer system; and
- (3) Establishing legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

8-17-2: Definitions. For the purposes of this chapter, the following shall mean:

Authorized Enforcement Agency: Employees or designees of the Mayor of the United City of Yorkville designated to enforce the provisions of this chapter.

Best Management Practices: Schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. Best Management Practices also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act: The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended from time to time.

Construction Activity: Activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of 10,000 square feet or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Hazardous Materials: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a potential substantial hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal Discharge: Any direct or indirect non-storm water discharge to the Municipal Separate Storm Sewer System, as hereinafter defined, except as exempted in Section 8-17-5 of this chapter.

Illicit Connection: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the Municipal Separate Storm Sewer System including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the Municipal Separate Storm Sewer System and any connection to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an Authorized Enforcement Agency or, any drain or conveyance connected from a commercial or industrial land use to the Municipal Separate Storm Sewer System which has not been documented in plans, maps, or equivalent records and approved by an Authorized Enforcement Agency.

Industrial Activity: Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b) (14).

Municipal Separate Storm Sewer System: Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit: Permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Storm Water Discharge: Any discharge to the Municipal Separate Storm Sewer System that is not composed entirely of storm water.

Person: Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm Water: Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater Pollution Prevention Plan: A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to a Storm Drainage System, to the maximum extent practicable.

Wastewater: Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

8-17-3: *Applicability:* This Chapter shall apply to all water entering the Municipal Separate Storm Sewer System generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

8-17-4: *Responsibility for Administration:* The City shall administer, implement, and enforce the provisions of the Chapter.

8-17-5: *Discharge Prohibitions:*

- A. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water, except for the following:
 - (i) Water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one particle per million chlorine), fire fighting activities, and any other water source not containing Pollutants.

- (ii) Discharges specified in writing by the City Engineer as being necessary to protect public health and safety.
- (iii) Dye testing if a verbal notification to the City Engineer is given prior to the time of the test.
- (iv) Any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

8-17-6: Prohibited Illicit Connections: The construction, use, maintenance or continued existence of Illicit Connections to the Municipal Separate Storm Sewer System is prohibited, including, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

8-17-7: Suspension of Municipal Separate Storm Sewer System Access:

- A. The City may, without prior notice, suspend access to the Municipal Separate Storm Sewer System when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the Municipal Separate Storm Sewer System or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the Authorized Enforcement Agency may take such steps as deemed necessary to prevent or minimize damage to the Municipal Separate Storm Sewer System or waters of the United States, or to minimize danger to persons.
- B. Any person discharging to the Municipal Separate Storm Sewer System in violation of this chapter may have access terminated if such termination would abate or reduce an illegal discharge. The City Engineer shall notify a violator of the proposed termination of its Municipal Separate Storm Sewer System access.

Municipal Separate Storm Sewer System access to premises terminated pursuant to this Section shall not be reinstated without the prior approval of the City Engineer.

8-17-8: Industrial or Construction Activity Discharges: Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City Engineer prior to the allowing of discharges to the Municipal Separate Storm Sewer System.

Section 8-17-9: Monitoring of Discharges:

- (a) The City Engineer shall be permitted to enter and inspect facilities subject to regulation under this chapter as often as may be necessary to determine compliance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City.
- (b) Facility operators shall allow the City Engineer ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- (c) The City Engineer shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Authorized Enforcement Agency to conduct monitoring and/or sampling of the facility's storm water discharge.
- (d) The City Engineer has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- (e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City Engineer and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (f) Unreasonable delays in allowing the City Engineer access to a permitted facility is a violation of a storm water discharge permit and of this chapter. A person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the City Engineer reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this chapter.
- (g) If the City Engineer has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this chapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the City Engineer may seek issuance of a search warrant from any court of competent jurisdiction.

Section 8-17-10: Requirement to Prevent, Control and Reduce Storm Water Pollutants by the Use of Best Management Practices: The City has adopted requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or

contamination of storm water, the storm drain system, or waters of the United States. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the Municipal Separate Storm Sewer System or watercourses through the use of these structural and non-structural facilities meeting Best Management Practices requirements. Any person responsible for a property or premise, which is, or may be, the source of an illegal discharge, may be required to implement, at said person's expense, additional structural and non-structural facilities to prevent the further discharge of pollutants to the Municipal Separate Storm Sewer System. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

8-17-11: Watercourse Protection: Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Section 8-17-12: Notification of Spills: Any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in Illegal Discharges or pollutants discharging into storm water, the Municipal Separate Storm Sewer System, or water of the United States said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release and immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Section 8-17-13: Ultimate Responsibility: The standards set forth herein and promulgated pursuant to this Chapter are minimum standards; therefore this Chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Section 8-17-14: Enforcement: Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person in accordance with the requirements of Chapter 14, Title I of this City Code.

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 12 Day of January, A.D. 2010.

ATTEST: [Signature]
CITY CLERK

ROBYN SUTCLIFF [Signature]
GARY GOLINSKI [Signature]
WALTER WERDERICH [Signature]
ROSE ANN SPEARS [Signature]

DIANE TEELING [Signature]
ARDEN JOSEPH PLOCHER [Signature]
MARTY MUNNS [Signature]
GEORGE GILSON, JR. [Signature]

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 19 Day of JANUARY, A.D. 2010.

[Signature]
MAYOR

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS, PROVIDING FOR THE REGULATION OF
POST-CONSTRUCTION IMPLEMENTATION OF STORMWATER
BEST MANAGEMENT PRACTICES**

WHEREAS, the United City of Yorkville (the "City") is a duly organized and validly existing non-home-rule municipality created in accordance with Article VII, Section 7 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, pursuant to 35 Ill. Administrative Code, Subtitle C, Chapter 1, the United City of Yorkville storm sewer system has been identified by the Illinois Environmental Protection Agency (IEPA) as a Small Municipal Separate Storm Sewer System (MS4); and,

WHEREAS, the IEPA has issued a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for the United City of Yorkville's Small MS4; and,

WHEREAS, said NPDES permit requires the United City of Yorkville to adopt an ordinance or other regulatory mechanism related to post-construction runoff minimum control measures; and,

WHEREAS, proper implementation of stormwater Best Management Practices are essential to minimizing the pollutant content of storm water discharges to receiving streams,

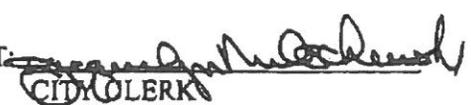
NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That the United City of Yorkville Standards for Regulating Post-Construction Maintenance of Stormwater Best Management Practices, dated October 12, 2009, a copy of which is attached as Exhibit "A", is hereby approved and adopted.

Section 2. This ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this
8 Day of December, A.D. 2009.

ATTEST:


CITY CLERK

ROBYN SUTCLIFF —
GARY GOLINSKI yg
WALTER WERDERICH yg
ROSE ANN SPEARS yg

DIANE TEELING yg
ARDEN JOSEPH PLOCHER yg
MARTY MUNNS —
GEORGE GILSON, JR. yg

Approved by me, as Mayor of the United City of Yorkville, Kendall County,
Illinois, this 7 Day of JANUARY, A.D. 2009.

Valerie Burd
MAYOR

UNITED CITY OF YORKVILLE
STANDARDS FOR REGULATING POST-CONSTRUCTION
IMPLEMENTATION OF STORMWATER BEST MANAGEMENT
PRACTICE(S)

This document establishes stormwater Best Management Practice(s) which shall be used to meet the requirements of the National Pollutant Discharge Elimination System and the Illinois Environmental Protection Agency Small Municipal Separate Storm Sewer Systems (MS4's).

Section 1. Definitions

For the purposes of these standards, the following definitions are adopted:

1. **Best Management Practice (BMP)** - Any technique, process, activity, structure, prohibition of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. Best Management Practice(s) also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage of raw materials storage.
2. **City** – The United City of Yorkville, Kendall County, Illinois.
3. **Development** - Any man-made change to real estate including, but not limited to:
 - a. More than fifty percent (50%) increase in impervious area of an existing building and/or the affected parcel.
 - b. Installation of utilities, construction of roads, bridges, culverts or similar projects.
 - c. Construction or erection of levees, dams, walls or fences.
 - d. Drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface.
 - e. Storage of materials including the placement of gas and liquid storage tanks, and channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

- f. Development does not include routine maintenance or existing buildings and facilities, resurfacing roads, or gardening, plowing, and similar practices that do not involve filling, grading, or construction of levees.
- 4. Maintenance Agreement – An agreement between the City and the Responsible Party, recorded against the real estate to which it pertains, that acts as a property deed restriction and which provides for long-term operation and maintenance of stormwater Best Management Practice(s).
- 5. Responsible Party – The developer, organization, property owner or entity owning the property upon which the stormwater Best Management Practice(s) is required to be performed.
- 6. Violation- The failure of a developer, organization, property owner, or other entity to be fully compliant with the City’s Post-Construction Stormwater Best Management Practice ordinance.

Section 2. Best Management Practices

Examples of structural stormwater Best Management Practice(s) include but are not limited to:

<u>Application</u>	<u>Benefit</u>
Buffer Strips	Provides additional distance between homes and natural areas; attenuates runoff rates and promotes infiltration.
Created Wetlands	Can move existing wetlands and re-create at a new location.
Infiltration Trenches	Attenuates runoff rates and promotes infiltration.
Naturalized Basins	Attenuates runoff rates and promotes infiltration.
Sand Filters	Allows additional water infiltration.
Stream Bank Reinforcement	Reduces long-term erosion of stream banks.
Turf Reinforcement Mat	Prevents rainfall from washing away plant seeds.
Vegetated Filter Strips	Attenuates runoff rates and promotes infiltration.

Examples of non-structural stormwater Best Management Practice(s) include but are not limited to:

Method

- Education and enforcement campaigns
- Educational and participation programs
- Pollution prevention practices and procedures (street sweeping, fertilizer control, etc.)
- Regulatory controls
- Stormwater drain stenciling
- Strategic planning
- Town planning controls
- Training programs

Section 3. Implementation

All redevelopment of previously developed properties and all development of previously undeveloped properties shall incorporate stormwater Best Management Practice(s) into the design, construction, operation, and maintenance requirements of those properties. The final design of stormwater Best Management Practice(s) is subject to approval as provided in Section 7 of these Standards. Said Best Management Practice(s) shall vary based on specific characteristics of the property, and may include but are not limited to grassy swales, disconnected impervious areas, minimization of impervious areas, green roofs, naturalized stormwater basins, etc. All stormwater Best Management Practice(s) shall be operated, maintained, or performed by the Responsible Party as necessary to ensure that the intended function and/or benefit of the stormwater Best Management Practice(s) is realized.

Proposed developments/re-developments shall submit a plan detailing specific stormwater Best Management Practice(s), and shall include:

- A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to commencement of the project and a description of the watershed and its relation to the project site. This description shall include a discussion of soil conditions, forest cover, topography, wetlands, and other native or man-made vegetative areas on the site. Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.
- A specific analysis to show that the proposed stormwater Best Management Practice(s) are capable of improving or maintaining the quality or stormwater runoff from the site.
- A written description of the required operation and maintenance requirements for compliance with proposed Best Management Practice(s).

Section 4. Inspections

1. All Responsible Parties shall adequately construct, operate, maintain and/or perform the stormwater Best Management Practice(s) that have been incorporated into the design of their property. Said stormwater Best Management Practice(s) shall be subject to inspection by the City at least once a year. Responsible Parties shall keep records of all maintenance and repairs, and shall retain the records for a minimum of 5 years. These records shall be made available to the City during inspection of the stormwater Best Management Practice(s) and at other times upon request.

Section 5. Maintenance Agreements

1. All stormwater Best Management Practice(s) shall be subject to an enforceable Maintenance Agreement to ensure that the system functions as designed. This agreement will include any and all maintenance easements required to access and inspect the stormwater Best Management Practice(s), and to perform routine maintenance as necessary to ensure proper functioning of the stormwater Best Management Practice(s). In addition, a legally binding covenant specifying the parties responsible for the proper operation and maintenance of all Best Management Practice(s) shall be secured prior to issuance of any building permits or recording of plats of subdivision for the property in question.

Section 6. Previously Developed Properties

1. Most stormwater facilities inherently result in some improvement to stormwater quality and meet the requirements of a stormwater Best Management Practice(s). Such facilities shall be operated and maintained by the Responsible Party as approved in their original design. No changes shall be made to tributary conveyances, basins, or outfalls without specific approval from the City.

A

Section 7. Administration

1. The City Administrator or his/her designee shall be responsible for the general administration of these standards and ensure that all development and/or maintenance activities within the United City of Yorkville meet the requirements of these standards. Specifically, the City Administrator or his/her designee shall:
 - a. Perform periodic site inspections of all properties that have stormwater facilities to ensure compliance with this ordinance.
 - b. Meet with the Responsible Parties regarding construction, operation, maintenance and/or performance of stormwater Best Management Practice(s) as necessary to ensure that they understand their responsibilities regarding stormwater Best Management Practice(s).
 - c. At his/her discretion, issue a stop-work order requiring the suspension of the subject development or activity if there is a violation of these standards. The stop-work order shall be in writing, indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order.
 - d. Arrange for city personnel or contractors to mitigate/repair any damage to stormwater Best Management Practice(s) if the Responsible Party does not perform the work within 60 days (or other timeframe specified by the City) of written direction from the City to do so. The cost of mitigation/repair and any related administrative or legal activities shall be borne by the Responsible Party.

A

- e. If the Responsible Party does not perform the work or reimburse the City within the specified timeframe, the City Administrator or his/her designee shall prosecute the Responsible Party through the administrative adjudication process or other available means.

Section 8. Variances

1. If a Responsible Party feels that these standards place undue hardship on a specific development proposal or property, the Responsible Party may apply to the City Administrator for a variance. The City Administrator or his/her designee shall review the applicant's request for a variance and shall submit his/her recommendation to the City Council. The City Council may attach such conditions to granting of a variance as it deems necessary to further the intent of these standards.
2. No variance shall be granted unless the applicant demonstrates that all of the following conditions are met.
 - a. An exceptional hardship would result if the variance were not granted. Economic hardship is not a valid reason to grant a variance.
 - b. The relief requested is the minimum necessary.
 - c. The applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the city's NPDES General Storm Water Permit.

Section 9. Best Management Practice(s) Lien Claim

1. Lien Claim: All costs for work performed under Section 7.1.d of these Standards are the responsibility of the Responsible Party. Whenever a bill for such costs remains unpaid for thirty (30) days after it has been rendered, the clerk may file with the recorder of deeds of Kendall County a lien claim. This lien claim shall contain the legal description of the property, the costs incurred and the date(s) when the work was performed.
2. Notice Of Lien Claim: Notice of such lien claim shall be mailed to the responsible party at the last known address of such Responsible Party; provided, however, that failure of the clerk to record such lien claim or to mail such notice, or the failure of the Responsible Party to receive such notice, shall not affect the rights of the city to collect for such charges as provided in this section.

Section 10. Backup Special Service Areas

1. For properties that have back-up special service areas established or allowed by agreement to fund maintenance of common areas, the city may activate said SSA to collect un-reimbursed costs or to fund ongoing or future costs related to operation, maintenance, or performance of stormwater Best Management Practice(s). Prior to the activation of a back up special service area, notice shall be published in a newspaper with circulation in the effected area.

Section 11. Conflicts

1. These standards do not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this ordinance and other easements, covenants or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

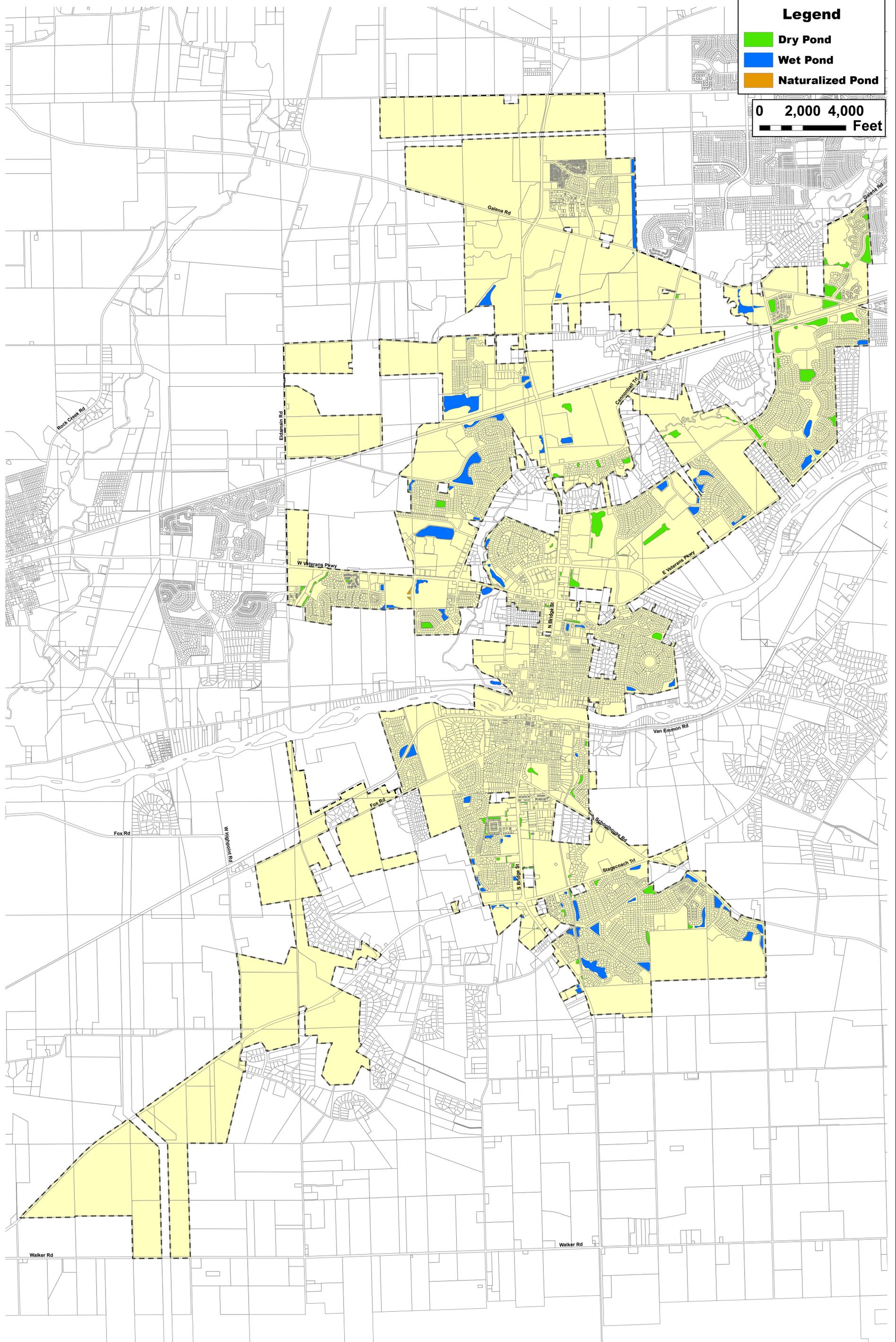
Section 12. Separability

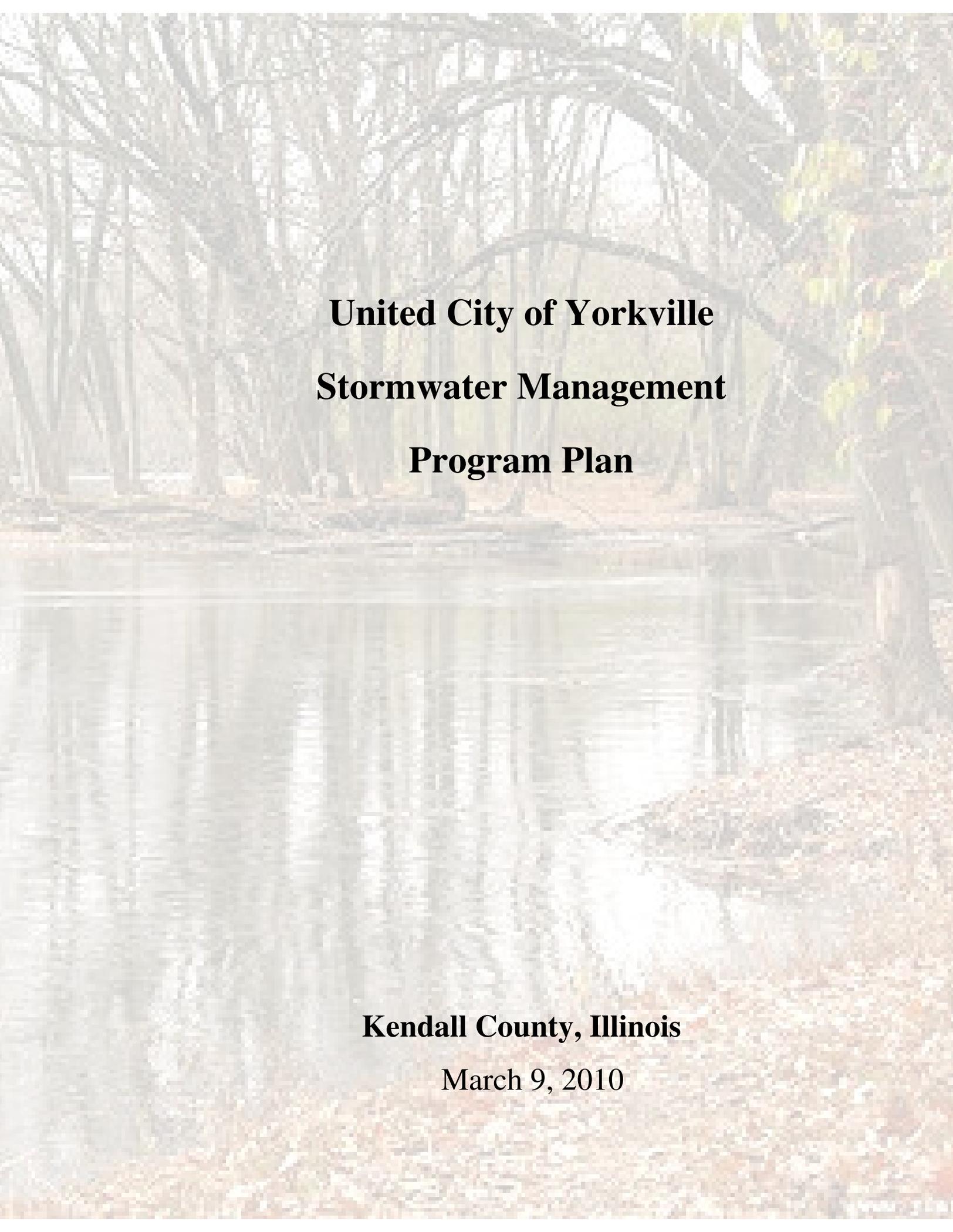
1. The provisions and sections of these standards shall be deemed separable and the invalidity of any portion of these standards shall not affect the validity of the remainder.

Legend

- Dry Pond**
- Wet Pond**
- Naturalized Pond**

0 2,000 4,000
Feet



The background of the document is a faded, grayscale image of a park. It shows a path leading through a wooded area with many trees. The ground is covered with fallen leaves, suggesting an autumn setting. The overall tone is soft and natural.

**United City of Yorkville
Stormwater Management
Program Plan**

Kendall County, Illinois

March 9, 2010

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1 Overview of the Stormwater Management Program Plan

1.1 Introduction

This Stormwater Management Program Plan (SMPP) was developed by the United City of Yorkville based off a SMPP template created by the Lake County Stormwater Management Commission. The purpose of the SMPP is to meet the minimum standards required by the United States Environmental Protection Agency (USEPA) under the National Pollutant Discharge Elimination System (NPDES) Phase II program. Federal regulations through the USEPA require that all Municipal Separate Storm Sewer Systems (MS4s), partially or fully in urbanized areas based on the 2000 census, obtain stormwater permits for their discharges into receiving waters.

The SMPP describes the procedures and practices that can be implemented by the City toward the goal of reducing the discharge of pollutants within stormwater runoff in order to comply with Federal standards. The SMPP is applicable to all properties within city limits. Compliance with the plan is intended to protect water quality and contribute to the following amenities:

- cleaner lakes and streams,
- improved recreational opportunities and tourism,
- flood damage reduction,
- better aesthetics and wildlife habitat, and
- a safer and healthier environment for the citizens.

1.2 State & Federal Regulations

Federal environmental regulations based on the 1972 Clean Water Act (CWA) require that MS4s, construction sites and industrial activities control polluted stormwater runoff from entering receiving bodies of water (including navigable streams and lakes). The NPDES permit process regulates the discharge from these sources based on amendments to CWA in 1987 and the subsequent 1990 and 1999 regulations by the U.S. Environmental Protection Agency (USEPA). In Illinois, the USEPA has delegated administration of the Federal NPDES program to the Illinois Environmental Protection Agency (IEPA). On December 20, 1999 the IEPA issued a general NPDES Phase II permit for all MS4s. Under the General ILR 40 Permit each MS4 was required to submit a Notice of Intent (NOI) declaring compliance with the conditions of the permit by March 10, 2003. The original NOI describes the proposed activities and best management practices that occurred over the original 5-year period toward the ultimate goal of developing a compliant SMPP. At the end of the 5th year (March 1, 2008) the components of the SMPP were required to be implemented; per the ILR40 permit. The IEPA reissued the ILR 40 permit on April 1, 2009. The reissued permit is included in Appendix 5.10.

Additionally, under the General ILR10 permit also administered IEPA, all construction projects that disturb greater than 1 acre of total land area are required to obtain an NPDES permit from IEPA prior to the start of construction. Municipalities covered by the General ILR40 permit are automatically covered under ILR10 30 days after the IEPA receives the NOI from the municipality.

1.3 Organization of SMPP

The SMPP identifies best management practices to be implemented in six different categories. These categories are:

- Public Education and Outreach
- Public Participation/Involvement
- Construction Site Runoff Control
- Post-Construction Runoff Control
- Illicit Discharge Detection and Elimination
- Pollution Prevention/Good Housekeeping

Chapter 1: Overview of the Stormwater Management Program Plan - discusses the format of the SMPP document and the regulations associated with NPDES II through state and federal agencies.

Chapter 2: Program Management - discusses the logistics of the plan. This includes the organization, implementation and responsible parties necessary to achieve overall compliance with the SMPP and NPDES Permit. It also identifies how the United City of Yorkville coordinates with other governmental agencies and discusses the legal authority that the MS4s have to implement the plan components.

Chapter 3: The Program - addresses stormwater pollutant control measures implemented by the United City of Yorkville per the six minimum control categories established by the USEPA.

Chapter 4: Monitoring, Program Evaluation and Reporting - describes the monitoring, evaluation and reporting procedures associated with the program. The SMPP is a guide created to protect United City of Yorkville receiving waters from pollution and resultant degradation. This chapter assists in identifying best management practices and processes that may require modifications in the future to help the document become an effective tool.

Chapter 5: Appendices – including forms, references, and exhibits.

1.4 Watersheds and Receiving Waters

The United City of Yorkville is primarily located within the Fox River watershed, with southern areas tributary to the Illinois River. There are several receiving waters tributary to the Fox and Illinois Rivers which are located within the Village. These streams include Blackberry Creek, Rob Roy Creek, and Aux Sable Creek. Ponds, intermittent streams, and other on-stream bodies of water are also considered part of the receiving water system.

Watershed: The land area that contributes stormwater to one of the two major rivers draining Kendall County.

Sub-Watershed: The land area that contributes stormwater to one of the receiving waters tributary to a major river.

Receiving Water: A natural or man-made system into which stormwater or treated wastewater is discharged, including the Fox River, Illinois River, and their tributaries.

The major Watersheds and receiving waters are presented on Figure 1 *Map of Major Sub-watershed and Receiving Waters*.

Fox River Watershed

The Fox River originates about 15 miles northwest of Milwaukee, Wisconsin. The river enters the northeast corner of Kendall County at Montgomery. About 165 square miles of Kendall County drain to the Fox River.

Major tributaries to the Fox River in Kendall County include Blackberry Creek, Rob Roy Creek, Big Rock Creek, Little Rock Creek, Morgan Creek, Hollenback Creek, and Roods Creek. Only Blackberry Creek, Rob Roy Creek, and Hollenback Creek are located within the current city limits.

The watersheds of the creeks within the city are primarily agricultural, although significant development activity has occurred in the Blackberry Creek and Rob Roy Creek watersheds since 2000.

The Fox River watershed includes all or portions of the communities of Aurora, Millbrook, Millington, Montgomery, Newark, Oswego, Plano, Sandwich, and Yorkville.

Illinois River Watershed

The Illinois River originates at the confluence of the Des Plaines and Kankakee Rivers in Grundy County, about 10 miles southwest of Joliet, Illinois. About 155 square miles of Kendall County drain to the Illinois River.

The Illinois River does not run directly through Kendall County, but reaches into the county via Aux Sable Creek and Valley Run Creek. Only the Middle Branch of the Aux Sable Creek is located within the current city limits.

The Middle Branch Aux Sable Creek is primarily agricultural, although some development activity has occurred since 2000.

The Illinois River watershed includes all or portions of the communities of Joliet, Lisbon, Minooka, Plattville, Plainfield, and Yorkville.

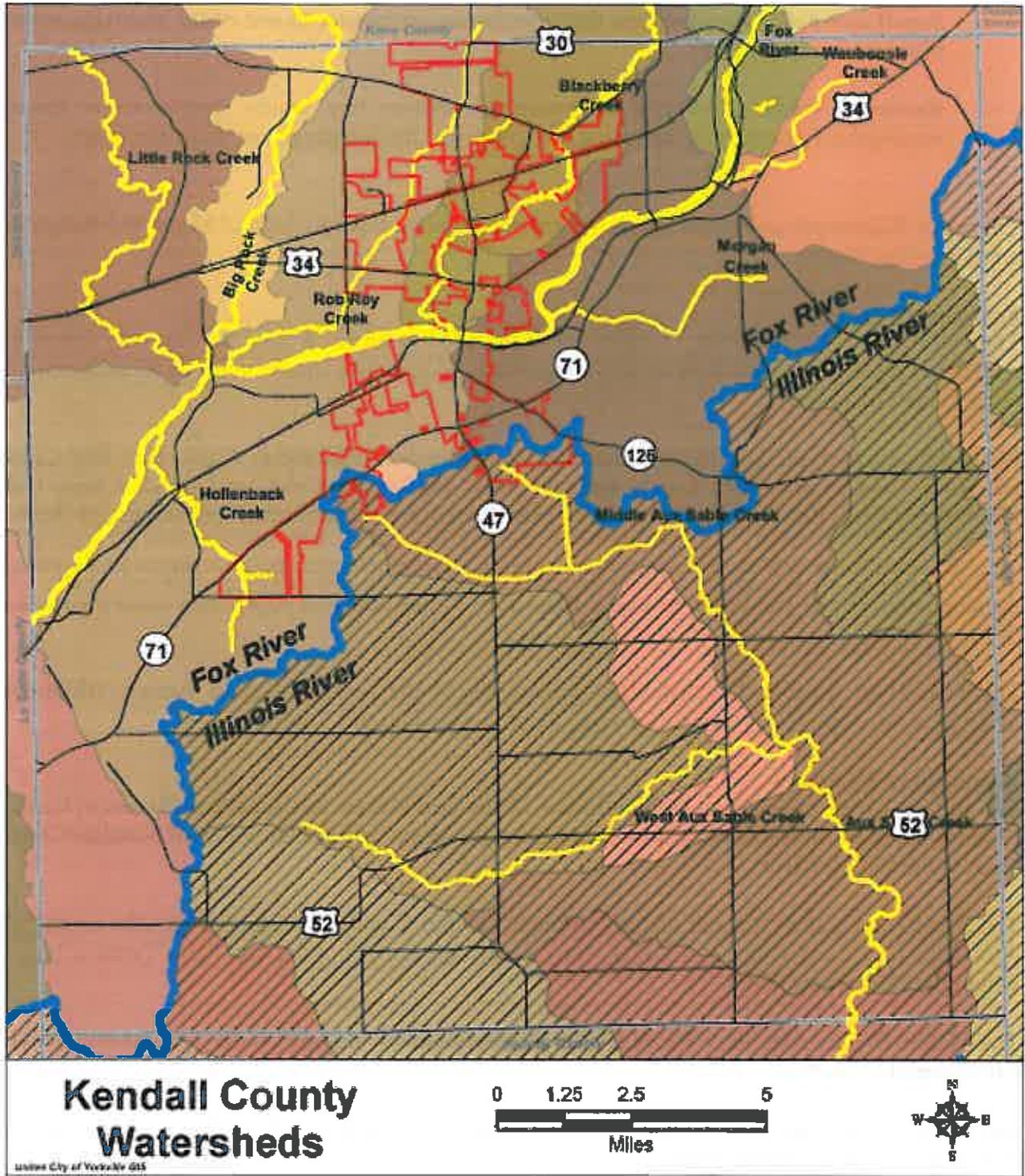


Figure 1. Map of Major Sub-Watersheds and Receiving Waters

2 Program Management

This Chapter describes the organizational structures of the United City of Yorkville and the Illinois EPA. It further discusses the roles and responsibilities of the involved parties.

2.1 Implementation of this SMPP

The SMPP includes tasks that are required to meet the permit conditions under the NPDES II program and how to perform these tasks. These forms should be printed annually and the progress of all tasks tracked. At the end of the yearly reporting period (March 1 – February 28/29) the forms should be filed in a binder to document SMPP related activities to IEPA in the case of an audit. It is anticipated that implementation of this SMPP constitutes compliance with the program. The SMPP will be posted on the United City of Yorkville's website.

2.2 Departmental Responsibilities

The City Council is the policy and budget setting authority for United City of Yorkville. The Engineering, Community Development, and Public Works Departments work together to implement this SMPP. The City Engineer has primary responsibility for managing the overall program. The city will also work with Kendall County and adjacent municipalities regarding stormwater issues.

The Community Development Department is designated as the primary entity responsible for performing the duties related to Public Education and Outreach and Public Participation and Involvement. Much of this work will be achieved through coordination with the Green Committee. The Engineering Department is designated as the primary entity responsible for performing the duties related to Construction Site Runoff Control, Post-Construction Runoff Control, and Illicit Discharge Detection and Elimination activities. The Building Department will assist as necessary by performing certain duties during the construction of private developments. The Public Works Department is designated as the primary entity responsible for performing the duties related to Pollution Prevention and Good Housekeeping.

Measurable goals are established to document the efforts performed by the various city departments and ultimately the effectiveness of the SMPP. Those departments responsible for implementation of the SMPP shall perform, record, and forward monthly report memos to the City Engineer regarding their individual areas of responsibility. The report memos shall be prepared and forwarded during the first week of the following month. The City Engineer shall use these reports in preparing the annual report to the Illinois EPA.

2.3 Coordination with the IEPA

The United City of Yorkville is required to complete annual reports which describe the status of compliance with the ILR40 permit. The annual report will be posted on the City's website and submitted to the IEPA by the first day of June each year. Annual reporting to IEPA should include information regarding SMPP goals that are in compliance as well as those goals that need further work or modification.

Records regarding the completion and progress of the SMPP commitments will be documented on task sheets and updated throughout the year. The completed task sheets should be located in a binder with necessary supporting documentation. The binder will be available for inspection by both IEPA and the general public.

3 The Program

This Stormwater Management Program Plan includes six components, each of which is necessary to reduce/eliminate stormwater pollution in receiving water bodies. These are:

- Public Education and Outreach
- Public Participation and Involvement
- Construction Site Runoff Control
- Post-Construction Runoff Control
- Illicit Discharge Detection and Elimination
- Pollution Prevention and Good Housekeeping

3.1 Public Education and Outreach

The United City of Yorkville established the Green Committee in October 2007. The purpose of the Green Committee is to provide research, advice, and make recommendations to the City Council on environmental issues facing the community. The Green Committee promulgates information related to recycling, conservation design, soil conservation, rain gardens, open space/watershed protection, water conservation, landscape maintenance, etc. through environmental fairs, a quarterly newsletter, pamphlet distribution, and the city website.

The annual NPDES permit report shall be placed on a City Council agenda once each year for discussion.

3.1A Measurable Goals

- Place Stormwater Management Program Plan on the city's website.
- Maintain an information center at City Hall, which will include informational items regarding stormwater-related issues.
- Have at least one item related to stormwater or recycling issues published in each city newsletter.

3.2 Public Participation and Involvement

The Yorkville Green Committee is volunteer-based, and encourages citizen participation and involvement for stormwater-related issues on both individual and community levels. The committee publishes and distributes pamphlets informing homeowners on such issues as re-landscaping their own property to encourage infiltration or cleansing of stormwater, and pesticide/herbicide use. The Community Development Department shall also work with homeowner associations regarding proper maintenance of private open space.

Citizen calls related to the Stormwater Management Program Plan shall be documented and directed to the appropriate department for follow-up.

3.2A Measurable Goals

- Maintain meeting minutes of the Green Committee.
- Document the number and type of calls received from the public regarding potential illicit discharges.
- Sponsor an annual environmental fair, and document the number and type of exhibitors and public attendance.

3.3 Construction Site Runoff Control

The City adopted Ordinance No.2003-19 (Appendix 5.1) to regulate soil erosion and sediment control practices for construction activities that disturb more than 10,000 SF of soil. This ordinance requires the following:

- Requires the developer/contractor to follow Illinois EPA requirements regarding NPDES permitting for construction activities.
- Issuance of a Site Development Permit regulating earthwork and erosion/sediment control.
- Contractor requirements for periodic inspections during construction.
- Surety bonding to ensure that stabilization work is completed according to plan.

The City passed Resolution No. 2004-39 (Appendix 5.2) to establish the Standard Specifications for Improvements. This resolution creates standards regarding the various aspects of construction for public and quasi-public infrastructure, including responsible construction activities. Regarding stormwater management, this resolution requires:

- Sizing requirements for stormwater collection and detention facilities.
- A soil erosion and sediment control plan.
- The ability to require stormwater best management practices in the design of the stormwater collection and storage systems.

The City passed Ordinance No. 2008-01 (Appendix 5.3) to provide Wetland Protection Regulations for Water Quality and Stormwater Management Benefits. This ordinance creates requirements for the evaluation and protection of non-jurisdictional wetlands within city limits that may be affected by new development.

3.3A Complaints

Site design comments are handled on a case by case basis. Any complaints received during the review, construction, or build-out of a private development shall be directed to the City Engineer and documented. Construction and build-out related calls are typically addressed by performing a site inspection.

3.3B Violation Notification Procedures

Investigation of complaints should be performed within one business day of receipt of the complaint. In general the compliance due date should be within 5-working days. However, if the city determines that the violation is or will result in significant environmental, health or safety hazards a 24-hour compliance requirement should be set. For such time-critical violations, the developer should also be advised to complete a Notice of Incidence report with the IEPA for all sites that were required to submit a Notice of Intent to the IEPA.

Step 1 can be initiated by observation of a violation during a routine inspection, or in response to a complaint.

Step 1: Violation Is Observed

- The inspector completes the *NPDES/Erosion Control Inspection Report* (Appendix 5.11).
- Photographs of the violation(s) should be taken and saved.
- The development project manager/property owner (a.k.a. construction site contact) shall be informed of the violation.
- A copy of the *NPDES/Erosion Control Inspection Report* is provided to the contractor and the developer. The *NPDES/Erosion Control Inspection Report* indicates the deficiencies and a maximum time frame for action.
- At the end of the indicated time frame the City shall perform a follow-up site inspection.

Step 2: 1st Follow-Up Site Inspection

The construction site contact shall be notified of the anticipated inspection time. The site shall be inspected including all items previously documented on the previous *NPDES/Erosion Control Inspection Report*. The inspector will determine if the remedial measures have all been satisfactorily addressed, substantially completed, or if significant non-compliance remains.

- If the remedial measures have been satisfactorily addressed then the *NPDES/Erosion Control Inspection Report* is filled out indicating compliance and provided to the contractor and developer.
- If the inspector determines that the remedial measures have been substantially completed, but not entirely resolved, the inspector shall follow Step 1 above.
- If the inspector determines that the remedial measures have not been substantially completed, the inspector shall follow Step 3 discussed below. Photographs of the violations should be taken and saved.

Step 3: 1st Notice of Violation

A formal *Notice of Violation* (Appendix 5.12) letter will be sent to the contractor and developer. A copy of the *Notice of Violation* shall also be provided to the Yorkville Building Department. The letter will include the following information:

- Description of the violations (including ordinance provisions)
- Maximum time frame for resolution (typically 5 working days),

Step 4: 2nd Follow-Up Site Inspection

The inspector will determine if the remedial measures have all been satisfactorily addressed, substantially completed, or if significant non-compliance remains.

- If the remedial measures have been satisfactorily addressed then the *NPDES/Erosion Control Inspection Report* shall be filled out indicating compliance and provided to the contractor and developer.
- If the inspector determines that the remedial measures have been substantially completed, but not entirely resolved, the inspector shall follow Step 1 above.
- If the inspector determines that the remedial measures have not been substantially completed, the inspector shall follow Step 5 discussed below. Photographs of the violations should be taken.

Step 5: 2nd Notice of Violation

- Depending on the severity of the outstanding violations the inspector may arrange for the Building Department to issue a Red Tag and a Conditional Stop Work Order upon completion of the inspection. The Stop Work Order allows for the resolution of the violation but no other on-site improvements. Building and/or Occupancy Permits will not be issued and surety/letter of credit reductions will not be considered until the violation is resolved. A formal *Notice of Violation* letter will be sent, via certified mail, to the contractor and developer. A copy of the Notice of Violation shall also be provided to the Yorkville Building Department.

Step 6: 3rd Follow-Up Site Inspection

The inspector will determine if the remedial measures have all been satisfactorily addressed, substantially completed, or if significant non-compliance remains.

- If the remedial measures have been satisfactorily addressed then the *NPDES/Erosion Control Inspection Report* is filled out indicating compliance and provided to the contractor and developer.
- If the inspector determines that the remedial measures have been substantially completed, but not entirely resolved, the inspector shall follow Step 1 above.
- If the inspector determines that the remedial measures have not been substantially completed, the inspector shall follow Step 7 discussed below. Photographs of the violations should be taken and saved.

Step 7: 3rd Notice of Violation

The inspector issues a Red Tag and a Conditional Stop Work Order upon completion of the inspection, if one has not already been issued. The Stop Work Order allows for the resolution of the violation but no other on-site improvements. Building and/or Occupancy Permits will not be issued and surety/letter of credit reductions will not be considered or processed until the violation is resolved. Representatives from the Building and Engineering Departments shall meet to discuss the violation and subsequent actions. These actions may include: issuing fines for each day of violation since the 1st notice of violation; draw from surety to enable the City to have the remedial measures corrected; seeking United City of Yorkville legal counsel and pursuing injunctive or other legal relief.

A formal *Notice of Violation* letter will be sent, via certified mail, to the contractor and developer. A copy of the Notice of Violation shall also be provided to the Building Department and City Administrator. The letter will also include additional penalties or measures that will be imposed if the violation(s) persist.

Steps 6 and 7 will be repeated until resolution of the violation.

3.3C Measurable Goals

- Track the number of site development permits issued.
- Document any citizen complaints regarding construction site runoff and follow-up activities.
- Inspect construction sites for erosion/sediment control measures and record inspection on *NPDES/Erosion Control Inspection Report* forms.

3.4 Post Construction Runoff Control

The City adopted Ordinance No. 2009-78 (Appendix 5.4) to establish standards for design, construction, and maintenance of stormwater best management practices. This ordinance requires the following:

- All development/redevelopment projects shall incorporate stormwater Best Management Practices (BMP's) into their site designs.
- Agreements providing for the adequate maintenance of the stormwater BMP's by the developer/property owner.
- Periodic inspections and meetings with property owners by the city to ensure proper functioning of the stormwater BMP's.

The City will attempt to inspect approximately 20% of all existing properties with stormwater management facilities each year, resulting in a recurring inspection interval of 5 years.

3.4A Long Term Operation and Maintenance

The SMPP includes two long term maintenance agreements.

- The first agreement (Appendix 5.13) is the recommended plan for existing detention and stormwater management facilities, whether publicly or privately maintained. The intent of this sample plan is to provide guidance for the maintenance of facilities that do not have an approved plan. If an existing facility already has an adequate plan, this document would supersede the sample plan.
- The second agreement (Appendix 5.14) is provided to applicants during the permit review period for new detention and stormwater management facilities. This agreement should be reviewed and enhanced to reflect the specific design of the new development. Receipt of the signed and recorded maintenance agreement is required.

Receipt of the signed and recorded maintenance agreement is required prior to recording of a plat of subdivision, site development permit, or building permit for the property, whichever occurs first.

3.4B Site Inspections

This section focuses on post-construction inspections of previously developed sites, streambanks, shorelines, streambeds, and detention / retention ponds.

Previously Developed Sites

The United City of Yorkville attempts to inspect approximately 20% of all existing properties with stormwater management facilities every year, resulting in a re-occurrence inspection interval of five (5) years. Previously developed properties are inspected with respect to the approved development plan. A letter indicating the maintenance activity highlights, deficiencies, or modifications to the plan should be provided to the responsible party. The responsible party is encouraged to implement an annual maintenance program.

Shorelines

Annually inspect 20% of detention basin shorelines in the spring or fall depending upon weather conditions using the *Stormwater Basin Annual Inspection Report* (Appendix 5.15). Observed erosion, seeding/re-seeding or slope stabilization needs are documented. Documented deficiencies should be reported to the City Engineer who evaluates and determines appropriate remedial activities. Remedial actions might include notifying the property owner or including maintenance activities in the city's work program for city-maintained basins.

Streambanks and Stream Bed Sediment Accumulation

Annually inspect 20% of receiving water streambanks for erosion and flowlines for sediment plumes/deposits. Inspections should be performed in the spring or fall depending upon weather conditions. Stream locations are depicted on **Figure 1**.

Document observed erosion and/or sediment accumulation. Documented deficiencies should be reported to City Engineer who evaluates and determines appropriate remedial activities. Remedial actions would typically consist of notifying the property owner.

Detention / Retention Pond Sediment Accumulation

Ensure that new detention/retention pond is constructed per the approved development plan. The developer is responsible for ensuring that the design grade is established prior to the city's approval of the pond. Pond information, including the design permanent pool depth, is added to the *Stormwater Basin Annual Inspection Report* upon final approval of the pond.

Annually inspect 20% of detention basins to determine the normal pool depth. Observed depths should be recorded onto the *Stormwater Basin Annual Inspection Report*. If the inspected pond depth is found to be more than 2 feet shallower than the design normal pool depth, this information should be reported to City Engineer who evaluates and determines appropriate remediation activities.

3.4C Measurable Goals

- Annually inspect 20% of all stormwater basins and document on *Stormwater Basin Annual Inspection Report* forms.
- Maintain a database of existing homeowner associations (HOA's). Make contact with 20% of HOA's annually regarding stormwater-related issues.
- Require new developments to enter into maintenance agreements for their stormwater management facilities, and maintain a record of those agreements.
- Encourage existing HOA's to inspect and maintain their stormwater management facilities. Document initial contact and any follow-up activities.

3.5 Illicit Discharge Detection and Elimination

Illicit discharges contribute considerable pollutant loads to receiving waters. There are two primary situations that constitute illicit discharges; these include non-stormwater runoff from contaminated sites and the deliberate discharge or dumping of non-stormwater into the stormwater system. Illicit discharges can enter the storm sewer system as either an indirect or direct connection.

3.5A Regulatory Authority

Effective implementation of an Illicit Discharge Detection and Elimination (IDDE) program requires adequate legal authority to remove illicit discharges and prohibit future illicit discharges. This regulatory authority is achieved through adoption of United City of Yorkville Ordinance No. 2010-05 (Appendix 5.5). Additionally, IEPA has regulatory authority to control pollutant discharges and can take the necessary steps to correct or remove an inappropriate discharge over and above MS4 jurisdiction.

3.5B Illicit Discharge Detection and Elimination

The United City of Yorkville maintains, operates, and publicizes a call-in phone number (630-553-4350) where parties can contact the city with environmental concerns. Primary advertisement venues include the website and all related municipal publications. Telephone calls received from residents, other internal Departments or other agencies are logged on the *Illicit Discharge Tracking Form* (Appendix 5.16). The City Engineer, or his designee, should transfer information from the tracking form to the *Illicit Discharge Summary Form* (Appendix 5.17) monthly. The summary form should be reviewed annually to determine if trends can be seen and if any additional outreach efforts are warranted.

Subdivision and Public Utility Ordinance

The United City of Yorkville created and adopted Ordinance No. 94-4 (Appendix 5.6) to prohibit the discharge of any toilet, sink, basement, septic tank, cesspool, industrial waste or other polluting substances to any open ditch, drain, or drainage structure. This ordinance can be used to further support the activities required by the city's Stormwater Management Program Plan.

3.5C Understanding Outfalls and Illicit Discharges

Understanding the potential locations and the nature of illicit discharges in urban watersheds is essential to find, fix and prevent them.

Identifying Outfalls and Receiving Waters

An Outfall is a point source where a municipal separate storm sewer discharges into Waters of the United States "receiving water". Open conveyances connecting two municipal storm sewers, or pipes, tunnels or other conveyances which connect segments of the same stream or other Waters of the United States are not considered outfalls. For the purposes of this program the following definitions shall be used:

Outfall: A storm sewer outlet, or other open conveyance point discharge location, that discharges into a Waters of the U.S, receiving water or another MS4.

Regulated systems include the conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, gutters, ditches, swales, man made channels or storm sewers.

The outfall inventory was prepared by the United City of Yorkville. The outfall locations have been numbered to facilitate detection and tracking of identified illicit discharges. This information can be obtained from the city's Geographic Information System (GIS), which is maintained by the Community Development Department.

The outfall map should be revised annually to incorporate permitted outfalls associated with new developments. An outfall inventory should be performed every 5 years; the focus of this effort is to search for new outfalls (i.e. those not already included in the

existing GIS). The search for new outfalls should be combined with the pre-screening efforts.

USEPA Exclusions

It is noted that not all dry-weather flows are considered inappropriate discharges. Under certain conditions, the following discharges are allowed:

- Water line flushing
- Landscaping irrigation
- Diverted stream flows
- Rising groundwater
- Uncontaminated groundwater infiltration
- Uncontaminated pumped groundwater
- Discharges from potable water sources
- Flows from foundation drains
- Air conditioning condensation
- Irrigation water
- Springs
- Water from crawl spaces
- Lawn watering
- Individual car washing
- Flows from riparian habitats and wetlands
- Dechlorinated swimming pool water
- Street wash water

Pollutant Indicators

Outfalls should be inspected for evidence of the following pollutant indicators:

- Odor
- Color of discharge water or staining of outfall pipe
- Turbidity (clarity) of discharge water
- Floatables in or residue from discharge water, such as scum, foam, suds, oil sheen, etc.
- Excessive plant growth or lack of plant growth at outfall
- Sediment plume.

3.5D Indirect Connections

Indirect connections are typically the result of events such as dumping or spillage of materials into storm sewer drains. Intentional dumping is a common type of illicit discharge. Generally, indirect modes of entry produce random, infrequent discharges, with the exception of groundwater seepage.

There are five main modes of indirect entry for discharges. These are groundwater seepage, unintentional spills, intentional dumping, outdoor washing, and over-irrigation of landscaping.

Seepage discharges can be either continuous or intermittent, depending on the depth of the water table and the season. Groundwater seepage usually consists of relatively clean water that is not an illicit discharge by itself, but can carry other illicit discharges. If storm drains are located close to sanitary sewers, groundwater seepage may intermingle with sewage. Seepage will be addressed by taking samples to check for contamination from nearby sanitary sewers or septic systems. Mitigation measures would consist of repairs to sewers or notification to the Kendall County Health Department as appropriate.

See Chapter 3.6 for the Spill Response Plan for unintentional spills.

Intentional dumping is minimized through public education. The city also maintains an Illegal Dumping Hotline which is described in Chapter 3.5B. The procedure for handling a dumping incident is described in Chapter 3.6.

Outdoor washing and over-irrigation are minimized through public education.

3.5E Direct Connections

Direct connections enter through direct piping connections to the storm sewer system, and are most easily detected during dry-weather periods. Inspection of stormwater outfalls during dry-weather conditions reveals whether non-stormwater flows exist. If non-stormwater flows are observed, they can be screened and tested to determine whether pollutants are present. If the presence of pollutants is indicated, the detective work of identifying the source of the discharge can begin and be corrected.

The process to eliminate direct connection illicit discharges consists of the following components:

1. ***Program Planning*** consists of the organizational efforts required to perform outfall screening and follow-up investigative activities of the program. Program planning identifies the regulatory authority to remove directly connected illicit discharges, identification of the outfalls and receiving waters, and providing personnel and equipment to perform the outfall screening and follow-up work.
2. ***Outfall Screening*** consists of pre-screening to determine whether dry-weather flows are present and outfall inspection which includes field visits to determine whether an illicit discharge exists.
3. ***Follow-Up Investigation and Program Evaluation*** are necessary to determine the source of any identified pollutant flows and eliminate them. The major follow-up investigation evaluation components include:
 - reviewing and assessing outfall inspection results
 - internal coordination

- tracing upstream to identify the source of the illicit discharge
- exercising the appropriate legal means to eliminate the illicit discharge and schedule follow-up inspections as necessary

3.5F Access to Private Property

In some cases, it may be necessary for City personnel to enter or cross private property to investigate probable illicit discharges. A form letter should be prepared that includes a short description of the project, the purpose of the access to the property, and the name of a project contact person with a telephone number. If the owner is not present, a letter should be left at the premises to facilitate return inspection. If permission to access property is denied, a public official should then contact the owner at a later date.

3.5G Confined Space Entry

Confined space entry for this program would include climbing into or inserting one's head into a pipe, manhole, or catch basin. In general, do not cross the vertical plane defining an outfall pipe or the horizontal plane defining a manhole unless properly prepared for confined space entry. Confined space entry shall be conducted only by trained personnel with appropriate rescue and monitoring equipment.

Outfall Inspection

An outfall inspection is required for all submerged outfalls or outfalls observed to have dry-weather flow. Outfalls are assessed to determine which one of the three following conditions applies:

- (1) The outfall is dry or damp with no observed flow
- (2) Flowing discharges are observed from the outfall
- (3) The outfall is partially or completely submerged with no observed flow or is inaccessible

Scenario 1: No Observed Flow. The field crew should photograph the outfall and complete applicable sections of the *Stormwater Outfall Inspection Form* (Appendix 5.18).

Scenario 2: Observed Flow. The field crew photographs the outfall and complete applicable sections of the *Stormwater Outfall Inspection Form*. The intent is to gather additional information to determine if an illicit discharge is present.

Scenario 3: Submerged or Inaccessible Outfall. If standing water is present in an outfall or if it is inaccessible, then complete available information from Sections 1, 2, 3 and 7 of the *Stormwater Outfall Inspection Form*, with appropriate comments being written in the "Remarks" section of the data form.

Determine the upstream sampling location using the city's storm sewer atlas. Manholes, catch basins, or culvert crossings can be used for upstream sampling locations. Make reasonable efforts to locate upstream sampling points that are accessible and exhibit flow. If inaccessible, resolve the problem in the office with appropriate supervisory personnel.

Outfall Assessment & Documentation

Complete the *Stormwater Outfall Inspection Form* for all outfall inspections. A separate data form must be completed for each outfall. In addition to standard information, the data form is used to record other information that is noted at the time the outfall inspection is conducted (e.g. dead or dying plants, fish kills, excessive algae growth, construction activities, etc. that might provide information regarding the potential for illicit discharges).

3.5H Office Closeout

Update the outfall screening scheduling and completion form and plan the next screening day's activities. Discuss any problems locating outfalls with appropriate supervisory personnel so that alternate sampling locations can be identified. Once a month, compile data from the *Stormwater Outfall Inspection Form* onto the *Outfall Inspection Summary Form* (Appendix 5.19).

3.5I Source Identification

Follow-up investigation is required for all outfalls with positive indicators for illicit discharges. The procedure for detailed investigation and source identification has three major components: 1) mapping and evaluation, 2) storm sewer investigation, and 3) tracing.

Mapping Evaluation

For each outfall to be investigated, a large-scale working map should be created to show the entire upstream storm sewer network, outfall locations, and parcel boundaries.

Storm Sewer Investigation

After conducting the mapping evaluation, a manhole-by-manhole inspection is conducted to pinpoint the location of the illicit discharge. All flows are tracked upstream until the dry-weather discharge is no longer detected. The field crew should also determine whether there has been a significant change in the flow rate between manholes.

Tracing

Once the manhole inspection has identified the reach area, testing may be necessary. If there is only one possible source to this section of the storm sewer system in the area, source identification and follow-up for corrective action is straightforward. Multiple sources, or non-definitive sources, may require testing in order to identify the contributing source. The method of testing must be approved by the Public Works Director prior to testing. Potential testing methods include dye testing, smoke testing, and/or remote video inspections.

3.5J Removal of Illicit Discharges

Removal of illicit discharge connections is required at all confirmed contributing sources. Nine steps are taken to positively identify and remove an illicit discharge to the storm sewer system. These steps are as follows:

- Step 1. Have an outside laboratory service take a grab sample and test for the illicit discharge at the manhole located immediately downstream of the suspected discharge connection.
- Step 2: Conduct an internal meeting with appropriate personnel to include Public Works personnel, Building Code Official, and the City Engineer to discuss inspection and testing results and remedial procedures.
- Step 3: The City Engineer shall send a notification letter to the owner/operator of the property/site suspected of discharging a pollutant. The letter should state the apparent violation, and request that the owner/operator describe the activities on the site and the possible sources of non-stormwater discharges including information regarding the use and storage of hazardous substances, chemical storage practices, materials handling and disposal practices, storage tanks, types of permits, and pollution prevention plans.
- Step 4: Arrange a meeting for an inspection of the property with the Building Code Official and the owner/operator of the property. After inspection, notify the site owner/operator of the findings and instruct them verbally and in writing to take any necessary corrective measures.
- Step 5: Conduct additional tests as necessary if the initial site inspection is not successful in identifying the source of the problem. The Public Works Director is responsible for determining the appropriate testing measure to pinpoint the source.
- Step 6: If the owner/operator does not voluntarily initiate corrective action, the Building Code Official shall issue a Notification of Noncompliance. The notification shall include a description of the required action(s) and a time frame in which to take corrective action. Upon notification of noncompliance, the owner can be subject to penalties as stipulated by Municipal Code.
- Step 7: Conduct follow-up inspections to determine whether corrective actions have been implemented to: 1) remove the illicit connection or 2) establish a proper disposal practice.

Step 8: If corrective actions have been completed (i.e. the illicit discharge has been eliminated) the City Engineer shall send a notification of compliance letter to the owner/operator of the property/site where the illicit discharge occurred.

Step 9: If corrective actions have not been completed additional internal meetings shall be held to determine appropriate steps to obtain compliance. Appropriate actions may include monetary or other penalties.

3.5K Program Evaluation

The results of the screening program shall be reviewed periodically to determine if any trends can be identified that relate the incidence of dry-weather flow observations to the age of developed properties or land uses. These determinations may guide future outfall screening activities. Although the outfall screening program will be successful in identifying and eliminating most pollutants in dry-weather discharges, the continued existence of dry-weather flows and associated pollutants will require an ongoing commitment to continue the outfall screening program. The annual inspection screening will determine the effectiveness of the program.

3.5L Measurable Goals

- Track the number and type of potential illicit discharge on the *Illicit Discharge Tracking Forms* and *Illicit Discharge Summary Forms*.
- Inspect all stormwater outfalls annually and record those inspections on the *Stormwater Outfall Inspection Forms* and *Outfall Inspection Summary Forms*.

3.6 Pollution Prevention and Good Housekeeping

The United City of Yorkville is responsible for the care and upkeep of public facilities, municipal roads, associated maintenance yards, and city parks. Many maintenance activities are most regularly performed directly by staff; however from time to time contractors are employed to perform specific activities. This chapter describes how the compliance with permit requirements is achieved by incorporating pollution prevention and good housekeeping stormwater quality management into day-to-day operations. Ongoing education and training shall be provided to ensure that the appropriate employees have the knowledge and skills necessary to perform their functions effectively and efficiently. The following lists describe activities performed by the Public Works Department and Parks Department.

Street Sweeping

All streets are swept at least 3 times per year or more often on an as-needed basis.

Fall Leaf Pick-up

The city provides free leaf pick-up service to residents every fall. Shredded and compacted leaves are removed and land-applied as fertilizer by a local farmer.

Catch Basin Cleaning

The city owns and operates a vacuum sewer cleaner truck. Catch basin cleaning is performed on an as-needed basis. Locations of cleaned catch basins are tracked.

Ice Removal

The city uses Geo-Melt (beet juice) additive with salt-spreading operations to reduce the amount of salt used in the winter, resulting in an average annual reduction in salt usage of about 500 tons.

Snow Removal

The city does not plow or salt roadways in new developments unless occupied homes exist along those roadways.

Salt Storage

The city has a salt storage building on Tower lane to provide protection for stockpiled salt from rain. After the winter season remaining salt is trucked to the Kendall County storage facility for storage until the following winter.

Spill Prevention

The city keeps Material Safety Data Sheets for all chemical agents used by the Public Works Department.

Weed Control

The city uses herbicide when needed to control the growth of vegetation in roadside ditches. Ditches are mowed where possible to avoid the application of herbicide. The Public Works Department has several employees that are certified herbicide applicators.

Illicit Connections

Public Works and Engineering Department personnel are instructed to watch for unusual discharges from storm sewers or unusual events at stormwater basins.

Landscape Maintenance

The Public Works Department and Parks Department are responsible for litter and debris control, as well as pickup and proper disposal of roadkill. The city shall endeavor to provide trash/recycling bins in more highly used parks.

Vehicle Maintenance

Vehicle maintenance procedures and practices are designed to minimize or eliminate the discharge of petroleum based pollutants to the stormwater system. Used motor oil and antifreeze are collected and stored indoors. Waste fluids are removed on a regular basis by vendors for recycling. Used batteries are stored in an enclosed covered container at the Tower Lane maintenance yard. The batteries are collected on a regular basis by a local

vendor. Tires are replaced at local commercial vendor sites. Used tires are disposed of by those vendors.

Waste Management

Waste Management consists of procedural and structural practices for handling, storing and disposing of wastes generated by a maintenance activity. This helps prevent the release of waste materials into the stormwater system. Waste management practices include removal of materials such as asphalt and concrete, excess earth excavation, contaminated soil, hazardous wastes, and sanitary waste.

A spoil stock pile is located at the Tower Lane maintenance yard. Asphalt, concrete, and excess earth excavation materials are temporarily stored in the stock pile. Attempts are made to recycle asphalt and concrete products prior to storage in the spoil stock pile. Clean spoil is re-used around town where needed to backfill excavations and re-grade properties. If contaminated spoil is encountered, it is collected for treatment or disposal. Attempts are made to avoid stockpiling of contaminated spoil. If temporary stock piling is necessary, the stockpile shall be placed on an impermeable liner. Additional protective measures shall be used to protect the downslope of the stockpiled area for erosion downstream. Access to a contaminated stockpile shall be located on the upstream side of the stock pile.

Hazardous wastes shall be stored in labeled, sealed containers constructed of appropriate material. The containers are located in non-flammable storage cabinets or on shelving. These items include paint, aerosol cans, gasoline, solvents and other hazardous wastes. Paint brushes and equipment used for water and oil-based paints are cleaned within a designated cleaning area.

Sanitary wastewater shall be discharged into a sanitary sewer when possible. Portable toilets shall be maintained at high-usage parks.

Water Conservation

Water conservation practices minimize water use and help to avoid erosion and/or the transport of pollutants into the stormwater system. Ordinance No. 2006-123 (Appendix 5.7) limits the use of permanent landscape irrigation systems for certain properties as follows:

- For non-residential properties with one building, permanent irrigation systems using city water are prohibited where the total landscaped area exceeds one acre.
- For non-residential properties with more than one building, permanent irrigation systems using city water are prohibited where the total landscaped area exceeds three acres.
- For common open space properties of a primarily residential development, permanent irrigation systems using city water are prohibited.

The city has adopted Ordinance 2004-20 (Appendix 5.8) that establishes odd-even watering schedules throughout the city based on mailing addresses. This ordinance also requires a property owner to obtain a watering permit to use city water to establish new

lawns. From July 1st to August 31st, watering permits are not issued and city water may not be used to water newly sodded or seeded lawns. From May 1st to June 30th, and September 1st to September 30th, watering permits are issued. Watering on the 1st day a lawn is sodded or seeded is limited to no more than eight hours. Watering on the 2nd through 10th days is limited to no more than seven hours, those hours being 5am-9am and 9pm to midnight. After Day 10, a lawn is considered established and a permit is no longer required, however, the property owner must still follow the odd-even and seven-hour restrictions.

Spill Response Plan

Spill prevention and control procedures are implemented wherever hazardous or non-hazardous chemicals substances are stored or used. The following general guidelines are implemented when cleanup activities and safety are not compromised, regardless of the type or location of the spill:

- Cover and protect spills from stormwater run-on and rainfall, until they are removed
- Dry cleanup methods are used when ever possible
- Properly dispose of used cleanup materials, contaminated materials and recovered spill material
- Contaminated water used for cleaning and decontamination shall not be allowed to enter the stormwater system
- Keep waste storage areas clean, well organized and equipped with appropriate cleanup supplies
- Maintain perimeter controls, containment structures, covers and liners to ensure proper function

Non-Hazardous Spills/Dumping

Non-hazardous spills typically consist of an illicit discharge of household materials into the street or stormwater system. Upon notification or observance of a non-hazardous spill, Public Works personnel implement the following procedure:

- Sandbag the receiving inlet to prevent additional discharge into the storm sewer system. It may be necessary to sand bag the next downstream inlet.
- Check structures in the immediate and downstream area. If possible, pollutant materials are vacuumed out. The structures are then jetted to dilute and flush the remaining unrecoverable material.
- Clean up may consist of applying “Oil Dry” or sand and then sweeping up the remnant material.
- After containment and cleanup activities have been performed, the Public Works Director shall fill out the *Spill Response Notice* (Appendix 5.20) door hanger and distribute it to adjoining residences/businesses. In residential areas, the hanger

should be provided to residences on both sides of the spill and on both sides of the street.

- Public Works personnel document the location, type of spill and action taken on the *Illicit Discharge Tracking Form* and submit the tracking form to their supervisor. The supervisor or his designee takes the information from the form and transfers it to the *Illicit Discharge Summary Form*.
- If a person is observed causing an illicit discharge, the Building Code Official shall be notified and appropriate citations issued.

Hazardous Spills

Upon notification or observance of a hazardous illicit discharge, the Public Works Department shall implement the following procedure:

- Call 911 and explain the incident. The Fire Protection District responds.
- The Public Works and/or Police Departments provide emergency traffic control.
- The Fire Protection District evaluates the situation and applies “No Flash” or “Oil Dry” as necessary.
- The Fire Protection District’s existing emergency response procedure, for hazardous spill containment clean-up activities, is followed.
- Public Works personnel document the location, type of spill and action taken on the *Illicit Discharge Tracking Form* and submit the tracking form to their supervisor. The supervisor or his designee takes the information from the form and transfers it to the *Illicit Discharge Summary Form*.

Employee Training

The United City of Yorkville’s practice is to provide education and training to those employees of its Public Works and Engineering Departments that have stormwater-related responsibilities to ensure that they have the knowledge and skills necessary to perform their functions effectively and efficiently. Employees are encouraged to attend training sessions on topics related to the goals/objectives of the SMPP. Additionally, the Public Works Director will develop an employee training programs with curricula and materials tailored to specific employees. The materials will focus on stormwater pollution prevention measures and practices relating to the maintenance of facilities, infrastructure and properties.

The initial training program will be offered within one year of the acceptance of the SMPP. Copies of training materials will be kept and shared with appropriate new employees as part of their job introduction. The Public Works Director will monitor the potential need for overall refresher material distributions and offer additional training as necessary.

3.6A Measurable Goals

- Maintain records for number curb miles swept each year.
- Maintain records on amount of leaves collected each fall.
- Maintain records on amount of road salt used each winter.
- Maintain records for number of catch basins cleaned.
- Maintain records for amount of herbicides and pesticides used each year.
- Maintain records on type and number of training sessions and employees in attendance.

4 Program and Performance Monitoring, Evaluation, & Reporting

The SMPP represents an organized approach to achieving compliance with the expectations of the NPDES Phase II program for both private and public activities within the United City of Yorkville. Land development and city projects and activities are to comply with the SMPP. Additionally, the city has numerous written and unwritten procedures for various tasks. This SMPP documents and organizes previously existing procedures to create one cohesive program addressing pre-development, construction, and post-development activities, as well as municipal operations.

This chapter describes how the United City of Yorkville will monitor and evaluate the SMPP. As part of the stormwater management program, the city will:

- review its activities
- inspect its facilities
- oversee, guide, and train its personnel
- evaluate the allocation of resources available to implement stormwater quality efforts

This chapter describes how program monitoring, evaluation and reporting will be accomplished.

4.1 Performance Milestones

Previously established ordinances and programs implement many of the anticipated tasks. The following schedule describes general performance expectations.

- Within one year following the acceptance of the SMPP, appropriate employees will receive training regarding the implementation of the SMPP.
- Within one year following the acceptance of the SMPP, items within Chapter 3 will be implemented with the exception of the IDDE program milestones discussed below. Refer to Chapter 2.1 for a description of tasks associated with the implementation of the SMPP.
- Within three years following the acceptance of the SMPP, the Outfall Inspection Procedure will be completed for all pipes identified, during the pre-screening efforts, as having dry weather flow.
- Within five years following the acceptance of the SMPP, tracing and removal procedures will be completed for all sewers identified during the Outfall Inspection Procedure as having illicit discharges.

4.2 Program Monitoring and Research

Currently water quality sampling/monitoring is not required under the NPDES Phase II program. Therefore, monitoring efforts focus on qualitative, not quantitative, examination of stormwater practices. It is anticipated that the USEPA and IEPA programs will evolve to require water quality monitoring and sampling. Future efforts may involve collecting information regarding discharges from outfalls, identifying other sources of pollutants, characterizing the receiving waters, sampling construction site discharges, and identifying the performance of stormwater pollution control measures. The United City of Yorkville will comply with future federal and state mandates regarding stormwater issues.

The United City of Yorkville will consider research conducted by others regarding the effectiveness of various alternative stormwater practices, procedures and technologies. The city will continue to seek innovative stormwater practices and technologies.

4.3 Program Evaluation

The primary mechanism for evaluating the SMPP and ensuring that the field staff has adequate knowledge is supervision by responsible managers. Management personnel include the directors and supervisors of the Public Works and Engineering Departments. Management support tasks include observing and evaluating design, construction, and field personnel as they implement the requirements of the SMPP on both municipal and private projects, and maintenance personnel as they conduct their assigned activities.

The following types of questions/answers are discussed annually between management and field staff.

- Are proper stormwater management practices used in planning, designing and constructing both city and private projects?
- Are efforts to incorporate stormwater practices into maintenance activities effective and efficient?
- Is the training program sufficient?
- Is the SMPP sufficient?
- Are the procedures for implementing the SMPP adequate?

5 Appendices

United City of Yorkville

Ordinance No. 2003-19

**SOIL EROSION AND SEDIMENT CONTROL ORDINANCE FOR
UNITED CITY OF YORKVILLE, ILLINOIS**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
UNITED CITY OF YORKVILLE**

THIS 11th DAY OF March, 2003.

**PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE MAYOR
AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS**

THIS 11th DAY OF March, 2003

SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE FOR
UNITED CITY OF YORKVILLE, ILLINOIS

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

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100.0 Findings and Purpose

101.0 Findings:

The City Council of the City hereby finds that:

- 101.1 Excessive quantities of soil may erode from areas undergoing development for certain non-agricultural uses including but not limited to the construction of dwelling units, commercial buildings and industrial plants, the building of roads and highways, the modification of stream channels and drainage ways, and the creation of recreational facilities;
- 101.2 The washing, blowing, and falling of eroded soil across and upon roadways endangers the health and safety of users thereof, by decreasing vision and reducing traction of road vehicles;
- 101.3 Soil erosion necessitates the costly repairing of gulleys, washed-out fills, and embankments;
- 101.4 Sediment from soil erosion tends to clog sewers and ditches and to pollute and silt rivers, streams, lakes, wetlands, and reservoirs;
- 101.5 Sediment limits the use of water and waterways for most beneficial purposes, promotes the growth of undesirable aquatic weeds, destroys fish and other desirable aquatic life, and is costly and difficult to remove; and
- 101.6 Sediment reduces the channel capacity of waterways and the storage capacity of floodplains and natural depressions, resulting in increased chances of flooding at risk to public health and safety.

102.0 Purpose:

The City Council therefore declares that the purpose of this ordinance is to safeguard persons, protect property, prevent damage to the environment, and promote the public welfare by guiding, regulating and controlling the design, construction, use and maintenance of any development or other activity that disturbs or breaks the topsoil or otherwise results in the movement of earth on land situated in the City. It is the intention of this ordinance that the delivery of sediment from sites affected by land disturbing activities be limited, as closely as practicable, to that which would have occurred if the land had been left in its natural undisturbed state.

200.0 Definitions

For the purposes of this Ordinance certain terms used herein are defined as set forth below:

200.1 BUILDING PERMIT:

A permit issued by the City for the construction, erection or alteration of a structure or building.

200.2 CERTIFY OR CERTIFICATION:

Formally attesting that the specific inspections and tests where required have been performed, and that such tests comply with the applicable requirements of this Ordinance.

200.3 CLEARING:

Any activity that removes vegetative ground cover.

200.4 CUBIC YARDS:

The amount of material in excavation and/or fill measured by the method of "average end areas."

200.5 EXCAVATION:

Any act by which organic matter, earth, sand, gravel, rock or any other similar, material is cut into, dug, quarried, uncovered, removed, displaced, relocated or bulldozed and shall include the conditions resulting therefrom.

200.6 EXISTING GRADE:

The vertical location of the existing ground surface prior to excavation or filling.

200.7 FILL:

Any act by which, earth, sand, gravel, rock or any other material is deposited, placed, replaced, pushed, dumped, pulled, transported or moved by man to a new location and shall include the conditions resulting therefrom.

200.8 FINAL GRADE:

The vertical location of the ground or pavement surface after the grading work is completed in accordance with the site development plan.

200.9 GRADING:

Excavation or fill or any combination thereof and shall include the conditions resulting from excavation or fill.

200.10 NATURAL DRAINAGE:

Channels formed in the existing surface topography of the earth prior to changes made by unnatural causes.

200.11 PARCEL:

All contiguous land in one ownership.

200.12 PERMITTEE:

Any person to whom a site development permit is issued. This person may also be referred to as the applicant.

200.13 PERSON:

Any individual, firm or corporation, public or private, the State of Illinois and its agencies or political subdivisions, and the United States, of America, its agencies and instrumentalities, and any agent, servant, officer or employee of any of the foregoing.

200.14 REMOVAL:

Cutting vegetation to the ground or stumps, complete extraction, or killing by spraying.

200.15 SITE:

A lot or parcel of land, or a contiguous combination thereof, where grading work is performed as a single unified operation.

200.16 SITE DEVELOPMENT:

Altering terrain and/or vegetation and constructing improvements.

200.17 SITE DEVELOPMENT PERMIT:

A permit issued by the City for the construction or alteration of ground improvements and structures for the control of erosion, runoff and grading.

200.18 STREAM:

Any river, creek, brook, branch, flowage, ravine, or natural or man-made drainage way which has a definite bed and banks or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

200.19 STRIPPING:

Any activity that removes the vegetative surface cover including tree removal, clearing, and storage or removal of topsoil.

200.20 VACANT LAND:

Land on which there are no structures or only structures that are secondary to the use or maintenance of the land itself.

200.21 CITY:

The United City of Yorkville, Kendall County, Illinois.

200.22 WETLANDS:

Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

300.0 General Principles

It is the objective of this ordinance to control soil erosion and sedimentation caused by development activities, including clearing, grading, stripping, excavating, and filling of land, in the city. Measures taken to control soil erosion and offsite sediment runoff should be adequate to assure that sediment is not transported from the site by a storm event of ten-year frequency or less. The following principles shall apply to all development activities within the city and to the preparation of the submissions required under Section 400.0 of this ordinance:

- 300.1 Development should be related to the topography and soils of the site so as to create the least potential for erosion. Areas of steep slopes where high cuts and fills may be required should be avoided wherever possible, and natural contours should be followed as closely as possible.
- 300.2 Natural vegetation should be retained and protected wherever possible. Areas immediately adjacent to natural watercourses, lakes, ponds, and wetlands should be left undisturbed wherever possible. Temporary crossings of watercourses, when permitted, must include appropriate stabilization measures.
- 300.3 Special precautions should be taken to prevent damages resultant from any necessary development activity within or adjacent to any stream, lake, pond, or wetland. Preventative measures should reflect the sensitivity of these areas to erosion and sedimentation.
- 300.4 The smallest practical area of land should be exposed for the shortest practical time during development.
- 300.5 Sediment basins or traps, filter barriers, diversions, and any other appropriate sediment or runoff control measures should be installed prior to site clearing and grading and maintained to remove sediment from run-off waters from land undergoing development.
- 300.6 The selection of erosion and sedimentation control measures should be based on assessment of the probable frequency of climatic and other events likely to contribute to erosion, and on evaluation of the risks, costs, and benefits involved.
- 300.7 In the design of erosion control facilities and practices, aesthetics and the requirements of continuing maintenance should be considered.
- 300.8 Provision should be made to accommodate the increased run-off caused by changed soil and surface conditions during and after development. Drainage ways should be designed so that their final gradients and the resultant velocities and rates of discharge will not create additional erosion onsite or downstream.
- 300.9 Permanent vegetation and structures should be installed and functional as soon as practical during development.
- 300.10 Those areas being converted from agricultural purposes to other land uses should be vegetated with an appropriate protective cover prior to development.
- 300.11 All waste generated as a result of site development activity should be properly disposed of and prevented from being carried off the site by either wind or water.
- 300.12 All construction sites should provide measures to prevent sediment from being tracked onto public or private roadways.

400.0 Site Development Permit

401.0 Permit Required:

Except as otherwise provided in this ordinance, no person shall commence or perform any clearing, grading, stripping, excavating, or filling of land that meets the following provisions without having first obtained a site development permit from the City:

401.1 Any land disturbing activity (i.e., clearing, grading, stripping, excavation, fill, or any combination thereof) that will affect an area in excess of 10,000 square feet;

401.2 Any land disturbing activity that will affect an area in excess of 500 square feet if the activity is within 25 feet of a lake, pond, stream, or wetland; or

401.3 Excavation, fill, or any combination thereof that will exceed 100 cubic yards.

402.0 Exceptions:

A permit shall not be required for any of the following provided that the person responsible for any such development shall implement necessary soil erosion and sediment control measures to satisfy the principles set forth in Section 300.0 of this Ordinance:

402.1 Appurtenant structures on a site in excess of two acres for which a building permit has been issued or excavation below final grade for the basement and footings of a single-family residence;

402.2 Agricultural use of land, including the implementation of conservation measures included in a farm conservation plan approved by the Soil and Water Conservation District, and including the construction of agricultural structures; or

402.3 Installation, renovation, or replacement of a septic system to serve an existing dwelling or structure.

403.0 Application for Permit:

Application for a site development permit shall be made by the owner of the property or his authorized agent to the (permitting authority) on a form furnished for that purpose. Each application shall bear the name(s) and address (es) of the owner or developer of the site and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm, and shall be accompanied by an application fee of \$100.00. Each application shall include certification that any land clearing, construction, or development involving the movement of earth shall be in accordance with the plans approved upon issuance of the permit.

403.1 Submissions:

Each application for a site development permit shall be accompanied by the following information:

404.1 A vicinity map in sufficient detail to enable easy location in the field of the site for which the permit is sought, and including the boundary line and approximate acreage of the site, existing zoning, and a legend and scale.

404.2 A development plan of the site showing:

- a. Existing topography of the site and adjacent land within approximately 100 feet of the boundaries, drawn at no greater than one-foot contour intervals and clearly portraying the conformation and drainage pattern of the area;
- b. The location of existing buildings, structures, utilities, streams, lakes, floodplains, wetlands and depressions, drainage facilities, vegetative cover, paved areas, and other significant natural or man-made features on the site and adjacent land within 100 feet of the boundary;
- c. A general description of the predominant soil types on the site, their location, and their limitations for the proposed use; and
- d. Proposed use of the site, including present development and planned utilization; areas of clearing, stripping, grading, excavation, and filling; proposed contours, finished grades, and street profiles; provisions for storm drainage, including storm sewers, swales, detention basins and any other measures to control the rate of runoff, with a drainage area map, indications of flow directions, and computations; kinds and locations of utilities; and areas and acreages proposed to be paved, covered, sodded, seeded, vegetatively stabilized, or left undisturbed.

404.3 An erosion and sediment control plan showing all measures necessary to meet the objectives of this ordinance throughout all phases of construction and permanently after completion of development of the site, including:

- a. Location and description, including standard details, of all sediment control measures and design specifics of sediment basins and traps, including outlet details;
- b. Location and description of all soil stabilization and erosion control measures, including seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, kind and quantity of mulching for both temporary and permanent vegetative control measures, and types of non-vegetative stabilization measures;
- c. Location and description of all runoff control measures, including diversions, waterways, and outlets;
- d. Location and description of methods to prevent tracking of sediment offsite, including construction entrance details, as appropriate;
- e. Description of dust and traffic control measures;
- f. Locations of stockpiles and description of stabilization methods;
- g. Description of off-site fill or borrow volumes, locations, and methods of stabilization;
- h. Provisions for maintenance of control measures, including type and frequency of maintenance, easements, and estimates of the cost of maintenance; and
- i. Identification (name, address, and telephone) of the person(s) or entity which will have legal responsibility for maintenance of erosion control structures and measures during development and after development is completed.

404.4 The erosion and sediment control plan shall also show proposed phasing of development of the site, including stripping and clearing, rough grading, construction, final grading, and landscaping. Phasing should identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, and the sequence of installation of temporary sediment control measures (including perimeter controls), clearing and grading, installation of temporary soil stabilization measures, installation of storm drainage, paving of streets and parking areas, final grading and the establishment of permanent vegetative cover, and the removal of temporary measures. It shall be the responsibility of the applicant to notify the city engineer of any significant changes that may occur in the site development schedule after the initial erosion and sediment control plan has been approved.

These submissions shall be prepared in accordance with the requirements of this ordinance and the standards and requirements contained in "Standards and Specifications for Soil Erosion and Sediment Control" (the Yellow Book) published by the Illinois Environmental Protection Agency and the "Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control" (the Green Book) prepared by the Northeastern Illinois Soil Erosion and Sedimentation Control Steering Committee and adopted by the Kendall County Soil and Water Conservation District, which standards and requirements are hereby incorporated into this ordinance by reference.

The city engineer may waive specific requirements for the content of submissions upon finding that the information submitted is sufficient to show that the work will comply with the objectives and principles of this ordinance.

405.0 Bonds:

The applicant is required to file with the City a faithful performance bond or bonds, letter of credit, or other improvement security satisfactory to the city attorney in an amount deemed sufficient by the city engineer to cover all costs of improvements, landscaping, maintenance of improvements and landscaping, and soil erosion and sediment control measures for such period as specified by the City, and engineering and inspection costs to cover the cost of failure or repair of improvements installed on the site.

406.0 Review and Approval:

Each application for a site development permit shall be reviewed and acted upon according to the following procedures.

406.1 The City engineer will review each application for a site development permit to determine its conformance with the provisions of this ordinance. The City engineer may also refer any application to the Kendall County Soil and Water Conservation District and/or any other local government or public agency within whose jurisdiction the site is located for review and comment. Within thirty (30) days after receiving an application, the City Engineer shall in writing:

- a. Approve the permit application if it is found to be in conformance with the provisions of this ordinance, and issue the permit;
- b. Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this ordinance, and issue the permit subject to these conditions; or
- c. Disapprove the permit application, indicating the deficiencies and the procedure for submitting a revised application and/or submission.

406.2 No site development permit shall be issued for an intended development site unless:

- a. The development, including but not limited to, subdivisions and planned unit development, has been approved by the City where applicable;
- b. Such permit is accompanied by or combined with a valid building permit issued by the City if required or applicable;
- c. The proposed earth moving is coordinated with any overall development program previously approved by the City for the area in which the site is situated; and
- d. All relevant federal and state permits (i.e., for floodplains and wetlands) have been received for the portion of the site subject to soil disturbance.

406.3 Failure of the city engineer to act on an original or revised application within thirty (30) days of receipt shall authorize the applicant to proceed in accordance with the plans as filed unless such time is extended by agreement between the (permitting authority) and the applicant. Pending preparation and approval of a revised plan, development activities shall be allowed to proceed in accordance with conditions established by the city engineer.

407.0 Expiration of Permit:

Every site development permit shall expire and become null and void if the work authorized by such permit has not been commenced within one hundred and eighty (180) days, or is not completed by a date which shall be specified in the permit; except that the city engineer may, if the permittee presents satisfactory evidence that unusual difficulties have prevented work being commenced or completed within the specified time limits, grant a reasonable extension of time if written application is made before the expiration date of the permit. The city engineer may require modification of the erosion control plan to prevent any increase in erosion or offsite sediment runoff resulting from any extension.

408.0 Appeals:

Any applicant may appeal any decision of the city engineer to the City Council, provided that no such appeal shall be considered until and unless the applicant has requested a conference with the city engineer (not a subordinate of the city engineer) and either the conference has been held or the city engineer has not scheduled a conference.

409.0 Retention of Plans:

Plans, specifications, and reports for all site developments shall be retained in original form or on microfilm by the City.

500.0 **Design and Operation Standards and Requirements**

501.0 Applicability:

All clearing, grading, stripping, excavating, and filling which is subject to the permit requirements of this ordinance shall be subject to the applicable standards and requirements set forth in this Section 500.0.

502.0 Responsibility:

The permittee shall not be relieved of responsibility for damage to persons or property otherwise imposed by law, and the City or its officers or agents will not be made liable for such damage, by (1) the issuance of a permit under this ordinance, (2) compliance with the provisions of that permit or with conditions attached to it by the city engineer, (3) failure of City officials to observe or recognize hazardous or unsightly conditions, (4) failure of City officials to recommend denial of or to deny a permit, or (5) exemptions from the permit requirements of this ordinance.

503.0 Site Design Requirements

503.1 On-site sediment control measures, as specified by the following criteria, shall be constructed and functional prior to initiating clearing, grading, stripping, excavating or fill activities on the site:

- a. For disturbed areas draining less than 1 acre, filter barriers (including filter fences, straw bales, or equivalent control measures) shall be constructed to control all offsite runoff as specified in referenced handbooks. Vegetated filter strips, with a minimum width of 25 feet, may be used as an alternative only where runoff in sheet flow is expected;
- b. For disturbed areas draining more than 1 but less than 5 acres, a sediment trap or equivalent control measure shall be constructed at the downslope point of the disturbed area;
- c. For disturbed areas draining more than 5 acres, a sediment basin or equivalent control measure shall be constructed at the downslope point of the disturbed area;
- d. Sediment basins and sediment traps designs shall provide for both detention storage and sediment storage. The detention storage shall be composed of equal volumes of "wet" detention storage and "dry" detention storage and each shall be sized for the 2-year, 24-hour runoff from the site under maximum runoff conditions during construction. The release rate of the basin shall be that rate required to achieve minimum detention times of at least 10 hours. The elevation of the outlet structure shall be placed such that it only drains the dry detention storage; and
- e. The sediment storage shall be sized to store the estimated sediment load generated from the site over the duration of the construction period with a minimum storage equivalent to the volume of sediment generated in one year. For construction periods exceeding 1 year, the 1-year sediment load and a sediment removal schedule may be substituted.

503.2 Stormwater conveyance channels, including ditches, swales, and diversions, and the outlets of all channels and pipes shall be designed and constructed to withstand the expected flow velocity from the 10-year frequency storm without erosion. All constructed or modified channels shall be stabilized within 48 hours, consistent with the following standards:

- a. For grades up to 4 percent, seeding in combination with mulch, erosion blanket, or an equivalent control measure shall be applied. Sod or erosion blanket or mat shall be applied to the bottom of the channel.
- b. For grades of 4 to 8 percent, sod or an equivalent control measure shall be applied in the channel.
- c. For grades greater than 8 percent, rock, riprap, or an equivalent control measure shall be applied, or the grade shall be effectively reduced using drop structures.

- 503.3 Disturbed areas shall be stabilized with temporary or permanent measures within 7 calendar days following the end of active disturbance, or redisturbance, consistent with the following criteria:
- a. Appropriate temporary or permanent stabilization measures shall include seeding, mulching, sodding, and/or non-vegetative measures, and
 - b. Areas having slopes greater than 12 percent shall be stabilized with sod, mat or blanket in combination with seeding, or equivalent.
- 503.4 Land disturbance activities in stream channels shall be avoided, where possible. If disturbance activities are unavoidable, the following requirements shall be met:
- a. Construction vehicles shall be kept out of the stream channel to the maximum extent practicable. Where construction crossings are necessary, temporary crossings shall be constructed of non-erosive material, such as riprap or gravel;
 - b. The time and area of disturbance of stream channels shall be kept to a minimum. The stream channel, including bed and banks, shall be restabilized within 48 hours after channel disturbance is completed, interrupted, or stopped; and
 - c. Whenever channel relocation is necessary, the new channel shall be constructed in the dry and fully stabilized before flow is diverted.
- 503.5 Storm sewer inlets and culverts shall be protected by sediment traps or filter barriers meeting accepted design standards and specifications.
- 503.6 Soil storage piles containing more than 10 cubic yards of material shall not be located with a down-slope drainage length of less than 25 feet to a roadway or drainage channel. Filter barriers, including straw bales, filter fence, or equivalent, shall be installed immediately on the downslope side of the piles.
- 503.7 If de-watering devices are used, discharge locations shall be protected from erosion. All pumped discharges shall be routed through appropriately designed sediment traps, basins, or equivalent.
- 503.8 Each site shall have graveled (or equivalent) entrance roads, access drives, and parking areas of sufficient length and width to prevent sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by shoveling or street cleaning (not flushing) before the end of each workday and transported to a controlled sediment disposal area.
- 503.9 All temporary and permanent erosion and sediment control practices must be maintained and repaired as needed to assure effective performance of their intended function.
- 503.10 All temporary erosion and sediment control measures shall be disposed of within 30 days after final site stabilization is achieved with permanent soil stabilization measures. Trapped sediment and other disturbed soils resulting from the disposition of temporary measures should be permanently stabilized to prevent further erosion and sedimentation.
- 504.0 Handbooks Adopted by Reference:

The standards and specifications contained in "Standards and Specifications for Soil Erosion and Sediment Control" (the Yellow Book) and the "Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control" (the Green Book) cited in Section 400.0, are hereby incorporated into this Section 500.0 and made a part hereof by reference for the purpose of delineating procedures and methods of operation under site development and erosion and sedimentation control plans approved under Section 400.0. In the event of conflict between provisions of said manuals and of this ordinance, the ordinance shall govern.

505.0 Maintenance of Control Measures:

All soil erosion and sediment control measures necessary to meet the requirements of this ordinance shall be maintained periodically by the applicant or subsequent landowner during the period of land disturbance and development of the site in a satisfactory manner to ensure adequate performance.

506.0 Inspection:

The (permitting authority) shall make inspections as hereinafter required and shall either approve that portion of the work completed or shall notify the permittee wherein the work fails to comply with the site development or erosion and sedimentation control plan as approved. Plans for grading, stripping, excavating, and filling work bearing the stamp of approval of the (permitting authority) shall be maintained at the site during progress of the work. In order to obtain inspections and to ensure compliance with the approved erosion and sediment control plan, the grading or building permit, and this Ordinance, the permittee shall notify the (permitting authority) within two (2) working days of the completion of the construction stages specified below:

1. Upon completion of installation of sediment and runoff control measures (including perimeter controls and diversions), prior to proceeding with any other earth disturbance or grading,
2. After stripping and clearing,
3. After rough grading,
4. After final grading,
5. After seeding and landscaping deadlines, and
6. After final stabilization and landscaping, prior to removal of sediment controls.

If stripping, clearing, grading and/or landscaping are to be done in phases or areas, the permittee shall give notice and request inspection at the completion of each of the above work stages in each phase or area. If an inspection is not made and notification of the results given within five working days after notice is received by the City from the permittee, the permittee may continue work at his/her own risk, without presuming acceptance by the (village). Notification of the results of the inspection shall be given in writing at the site.

507.0 Special Precautions:

- 507.1 If at any stage of the grading of any development site the (permitting authority) determines by inspection that the nature of the site is such that further work authorized by an existing permit is likely to imperil any property, public way, stream, lake, wetland, or drainage structure, the (permitting authority) may require, as a condition of allowing the work to be done, that such reasonable special precautions to be taken as is considered advisable to avoid the likelihood of such peril. "Special precautions" may include, but shall not be limited to, a more level exposed slope, construction of additional drainage facilities, berms, terracing, compaction, or cribbing, installation of plant materials for erosion control, and recommendations of a registered soils engineer and/or engineering geologist which may be made requirements for further work.

507.2 Where it appears that storm damage may result because the grading on any development site is not complete, work may be stopped and the permittee required to install temporary structures or take such other measures as may be required to protect adjoining property or the public safety. On large developments or where unusual site conditions prevail, the (permitting authority) may specify the time of starting grading and time of completion or may require that the operations be conducted in specific stages so as to insure completion of protective measures or devices prior to the advent of seasonal rains.

508.0 Amendment of Plans:

Major amendments of the site development or erosion and sedimentation control plans shall be submitted to the city engineer and shall be processed and approved or disapproved in the same manner as the original plans. Field modifications of a minor nature may be authorized by the city engineer by written authorization to the permittee.

600.0 **Enforcement**

The administration and enforcement of this ordinance shall be the responsibility of the United City of Yorkville or their authorized representative.

601.0 Appeals:

Any applicant may appeal any decision of the city engineer to the City Council, provided that no such appeal shall be considered until and unless the applicant has requested a conference with the city engineer (not a subordinate of the city engineer) and either the conference has been held or the city engineer has not scheduled a conference.

602.0 Conferences:

At any time an applicant may ask for a conference with the city engineer concerning any application under this ordinance, and the city engineer will meet with the applicant to discuss the matter. If an applicant has been dealing with any person working under the supervision of the city engineer, at the applicant's request the city engineer (and not a subordinate) will hold a conference with the applicant.

603.0 Fees:

Engineering review, legal, and construction observation fees are the responsibility of the applicant. An Application fee of \$100.00 is required, as is a cash deposit in the amount of \$1000.00 prior to the initiation of review, and will be subject to adjustment after the initial review based upon actual consultant and staff review costs incurred by the City.

604.0 Violations and Penalties:

No person shall construct, enlarge, alter, repair, or maintain any grading, excavation or fill, or cause the same to be done, contrary to or in violation of any terms of this ordinance. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and each day during which any violation of any of the provisions of this ordinance is committed, continued, or permitted shall constitute a separate offense. Upon conviction of any such violation, such person, partnership, or corporation shall be punished by a fine of not more than (\$500) for each offense. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions of this ordinance shall be required to restore the site to the condition existing prior to commission of the violation, or to bear the expense of such restoration.

605.0 Separability:

The provisions and sections of this ordinance shall be deemed to be separable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

700.0 Effective Date

This ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law.

MIKE ANDERSON	<u>absent</u>	JOSEPH BESCO	<u>yes</u>
VALERIE BURD	<u>yes</u>	PAUL JAMES	<u>yes</u>
LARRY KOT	<u>yes</u>	MARTY MUNNS	<u>yes</u>
ROSE SPEARS	<u>yes</u>	RICHARD STICKA	<u>yes</u>

Passed by the City Council of the United City of Yorkville, Illinois this 11 day of March, 2003.

Attest: 
City Clerk

APPROVED by me this 11 day of March, 2003.


Mayor

ATTESTED and FILED in my office this 11 day of March, 2003.


City Clerk

ORDINANCE _____
SOIL EROSION & SEDIMENTATION CONTROL ORDINANCE

UNITED CITY OF YORKVILLE
SITE DEVELOPMENT PERMIT APPLICATION

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

OFFICE USE ONLY
Date Received: _____
ENG Concurrence: _____
Approved By: _____
Date Approved: _____
Permit Number: _____

INDICATE TYPE OF SITE IMPROVEMENT:

_____ Subdivision _____ Fill & Grading
_____ Pond _____ Dredging
_____ Other: _____

_____, Being duly sworn upon his oath, in application for a Permit
(Applicant)
from The United City of Yorkville, Deposits and Says:

OWNER'S NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ TELEPHONE: _____

APPLICANT'S NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ TELEPHONE: _____

ENGINEER'S NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ TELEPHONE: _____

CONTRACTOR'S NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ TELEPHONE: _____

MAINTENANCE PERSON'S NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ TELEPHONE: _____

SITE DEVELOPMENT PLAN:

1. Prepare a site development plan in accordance with Section 404.0 (Submissions) and Section 500.0 (Design and Operation Standards and Requirements) of the Soil Erosion and Sediment Control Ordinance.
2. Attach the legal description of the proposed site on a separate page.
3. COMPLETE THE FOLLOWING INFORMATION:

- A. Starting date: _____ Anticipated completion date: _____
- B. Acreage of site: _____ Acreage of project: _____
- C. Date of seeding: _____
- D. Total area filled or excavated: _____ Cubic yards of fill: _____
- E. Max. depth of fill or excavation: _____ Type of fill: _____
- F. Presence of: Wetlands _____ Floodplains _____ Woodlands _____
- G. Water supply for pond: Surface runoff _____ Ground water _____
- H. Additional Information: _____

Signature of Owner Date



United City of Yorkville

County Seat of Kendall County

800 Game Farm Road
Yorkville, Illinois 60560
Phone: 630-553-4350
Fax: 630-553-7575

CONTRACTOR CERTIFICATION STATEMENT

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

Project Information:

Route _____ Marked _____
Section _____ Project No. _____
County _____

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Signature Date

Title

Name of Firm

Street Address

City, State, Zip

Telephone Number



United City of Yorkville

County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois 60560
Phone: 630-553-4350
Fax: 630-553-7575

NPDES / EROSION CONTROL INSPECTION REPORT

Date of Inspection: _____ Project: _____
Name of Inspector: _____
Type of Inspection: Weekly _____ > 0.5" Precip. _____
Contractor: _____
Subs: _____

Are all of the temporary and permanent controls contained in the pollution prevention (erosion control) plan or as directed by the engineer in place? YES NO

If no, why not? _____

Are the temporary and permanent erosion and sediment controls that have been installed operating correctly? YES NO

If no, what additional controls or adjustments is the contractor hereby directed to install or perform? _____

Are the erosion and sediment controls being properly maintained? YES NO

If no, what maintenance is the contractor hereby directed to perform? _____

Is there tracking of sediment from locations where vehicles enter and leave the project?

YES NO If yes, describe the location (s) and the actions the contractor is hereby directed to perform. _____

Have the additional controls, adjustments or maintenance directed as a result of the last inspection been implemented within seven calendar days? YES NO If no, the contractor is hereby notified that no further work activity will be permitted to take place until the needed corrective measures have been taken.

Other comments: _____

Inspector Signature

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
NOTICE OF INTENT (NOI)
 GENERAL PERMIT TO DISCHARGE STORM WATER
 CONSTRUCTION SITE ACTIVITIES

OWNER INFORMATION

NAME:	LAST _____ FIRST _____ MI _____ (SEE INSTRUCTIONS)	OWNER TYPE: (SELECT ONE AND TYPE "X")		
MAILING ADDRESS:		<input type="checkbox"/> PRIVATE	<input type="checkbox"/> COUNTY	<input type="checkbox"/> STATE
CITY:	ST: _____ ZIP: _____	<input type="checkbox"/> CITY	<input type="checkbox"/> SPECIAL DISTRICT	
CONTACT PERSON:		<input type="checkbox"/> FEDERAL	TELEPHONE NUMBER:	AREA CODE _____ NUMBER _____

CONTRACTOR INFORMATION

NAME	LAST _____ FIRST _____ MI _____ (SEE INSTRUCTIONS)	TELEPHONE NUMBER:	AREA CODE _____	NUMBER _____
MAILING ADDRESS:	CITY: _____ ST: _____ ZIP: _____			

CONSTRUCTION SITE INFORMATION

SELECT ONE:	<input type="checkbox"/> EXISTING SITE	<input type="checkbox"/> NEW SITE	<input type="checkbox"/> CHANGE OF INFORMATION	GENERAL NPDES PERMIT NO.	I	L	R	1	0
FACILITY NAME:				OTHER NPDES PERMIT NUMBERS:					
FACILITY ADDRESS:				TELEPHONE NUMBER:	AREA CODE _____	NUMBER _____			
CITY:	ST: _____	IL _____	ZIP: _____	LATITUDE:	DEG. MIN. SEC. _____	LONGITUDE:		DEG. MIN. SEC. _____	
COUNTY:	SECTION: _____		TOWNSHIP: _____	RANGE: _____					
START OF CONSTRUCTION DATE:	MM/DD/YY _____		END OF CONSTRUCTION DATE:	MM/DD/YY _____		TOTAL SIZE OF CONSTRUCTION SITE IN ACRES: _____			

TYPE OF CONSTRUCTION (TYPE "X" FOR ALL THAT APPLY)

RESIDENTIAL
 COMMERCIAL
 INDUSTRIAL
 RECONSTRUCTION
 TRANSPORTATION
 OTHER

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE (OPTIONAL)

HAS THIS PROJECT SATISFIED APPLICABLE REQUIREMENTS FOR COMPLIANCE WITH ILLINOIS LAW ON:

HISTORIC PRESERVATION YES NO, AND
 ENDANGERED SPECIES YES NO?

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

OWNER SIGNATURE: _____

DATE: _____

MAIL COMPLETED FORM TO:
 (DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 DIVISION OF WATER POLLUTION CONTROL
 ATTN: PERMIT SECTION
 POST OFFICE BOX 19276
 SPRINGFIELD, Illinois 62794-9276

FOR OFFICE USE ONLY

LOG:
PERMIT: ILR00
DATE:

Information required by this form must be provided to comply with 415 ILCS 5/39(1996) Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center

GUIDELINES FOR COMPLETION OF NOTICE OF INTENT (NOI) FORM

Please adhere to the following guidelines to allow automated forms processing using Optical Character Recognition (OCR) technology.

- Submit original forms. Do not submit photocopies. Original forms can be obtained from:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permits Section
2200 Churchill Road
P.O. Box 19276
Springfield, IL 62794-9276
or call (217)782-0610

- Reports must be typed and signed. Do not staple.
- Center your information by typing within the allocated areas avoiding all lines which border the areas.
- Provide only one line of type per allocated area.
- Replace typewriter ribbons and clean as necessary to avoid smeared, faint or illegible characters.
- Use the formats given in the following examples for correct form completion.

	<u>EXAMPLE</u>	<u>FORMAT</u>
NAME:	Smith John C	Last First Middle Initial
	Taylor T J Mfg Co	Surname First (or initials) and remainder
	LJ Trucking Co	Initials and remainder
DATE:	06/30/92	Month/day/year
SECTION:	12	1 or 2 numerical digits
TOWNSHIP:	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE:	12W	1 or 2 numerical digits followed by "E" or "W"
AREA CODE:	217	3 numerical digits
TELEPHONE NUMBER:	782-0610	3 numerical digits followed by a hyphen and 4 more numerical digits
ZIP CODE:	62546	5 numerical digits only



**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
CONSTRUCTION SITE STORM WATER DISCHARGE
INCIDENCE OF NON-COMPLIANCE (ION)**

IMPORTANT: FORM MUST BE TYPED TO ENABLE AUTOMATED OPTICAL PROCESSING.
SUBMIT ORIGINAL FORM - DO NOT SUBMIT PHOTOCOPY

PERMITTEE NAME:	LAST		FIRST		MI.		(SEE INSTRUCTIONS)							
STREET:					CITY:			ST:			ZIP:			
CONSTRUCTION SITE NAME:														
COUNTY:				SECTION:				TOWNSHIP:				RANGE:		
NPODES PERMIT NUMBER:	I	L	R	1	0									
														TELEPHONE NUMBER:
DATE(S) OF NON-COMPLIANCE:														

CAUSE OF NON-COMPLIANCE

ACTIONS TAKEN TO PREVENT ANY FURTHER NON-COMPLIANCE

ENVIRONMENTAL IMPACT RESULTING FROM THE NON-COMPLIANCE

ACTIONS TAKEN TO REDUCE THE ENVIRONMENTAL IMPACT RESULTING FROM THE NON-COMPLIANCE

Signature: _____ Title: _____ Date: _____

Return completed form to:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section #19
2200 Churchhill Road
P.O. Box 19276
Springfield, IL 62794-9276

FOR OFFICE USE ONLY

LOG	
PERMIT	ILR10
DATE	

GUIDELINES FOR COMPLETION OF INCIDENCE OF NON-COMPLIANCE (ION) FORM

Complete and submit this form for any violation of the Storm Water Pollution Prevention Plan observed during any inspection conducted, including those not required by the Plan. Please adhere to the following guidelines to allow automated forms processing using Optical Character Recognition (OCR) technology:

- Submit original forms. Do not submit photocopies. Original forms can be obtained from:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permits Section
2200 Churchill Road
P.O. Box 19276
Springfield, IL 62794-9276
or call (217)782-0610

- Reports must be typed and signed. Do not staple.
- Center your information by typing within the allocated areas avoiding all lines which border the areas.
- Provide only one line of type per allocated area unless you are describing the cause of non-compliance, environmental impact, or action taken.
- Replace typewriter ribbons and clean as necessary to avoid smeared, faint or illegible characters.
- Use the formats given in the following examples for correct form completion.

	<u>EXAMPLE</u>	<u>FORMAT</u>
NAME:	Smith John C	Last First Middle Initial
	Taylor T J Mfg Co	Surname First (or initials) and remainder
	LJ Trucking Co	Initials and remainder
DATE:	06/30/92	Month/day/year
SECTION:	12	1 or 2 numerical digits
TOWNSHIP:	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE:	12W	1 or 2 numerical digits followed by "E" or "W"
AREA CODE:	217	3 numerical digits
TELEPHONE NUMBER:	782-0610	3 numerical digits followed by a hyphen and 4 more numerical digits



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

NOTICE OF TERMINATION (NOT) OF COVERAGE UNDER THE NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

OWNER INFORMATION

Form with fields for NAME (LAST, FIRST, MI.), MAILING ADDRESS, CITY, ST., ZIP, CONTACT PERSON, TELEPHONE NUMBER, AREA CODE, NUMBER, and OWNER TYPE (PRIVATE, COUNTY, STATE, CITY, SPECIAL DISTRICT, FEDERAL).

CONTRACTOR INFORMATION

Form with fields for NAME (LAST, FIRST, MI.), MAILING ADDRESS, CITY, ST., ZIP, and TELEPHONE NUMBER (AREA CODE, NUMBER).

CONSTRUCTION SITE INFORMATION

Form with fields for FACILITY NAME, MAILING ADDRESS, CITY, ST., ZIP, COUNTY, SECTION, TOWNSHIP, RANGE, and NPDES STORM WATER GENERAL PERMIT NUMBER (ILR10). Includes latitude and longitude coordinates.

I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized or that all storm water discharges associated with industrial activity from the identified facility that are authorized by an NPDES general permit have otherwise been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with industrial activity by the general permit, and that discharging pollutants in storm water associated with industrial activity to Waters of the State is unlawful under the Environmental Protection Act and the Clean Water Act where the discharge is not authorized by an NPDES permit.

OWNER SIGNATURE: _____ DATE: _____

MAIL COMPLETED FORM TO: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF WATER POLLUTION CONTROL ATTN: PERMIT SECTION 2200 CHURCHILL ROAD POST OFFICE BOX 19278 SPRINGFIELD, IL 62794-9276

(DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)

FOR OFFICE USE ONLY table with fields for LOC, PERMIT (ILR10), and DATE.

GUIDELINES FOR COMPLETION OF NOTICE OF TERMINATION (NOT) FORM

Please adhere to the following guidelines to allow automated forms processing using Optical Character Recognition (OCR) technology.

- Submit original forms. Do not submit photocopies. Original forms can be obtained from:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permits Section
2200 Churchill Road
P.O. Box 19276
Springfield, IL 62794-9276
or call (217)782-0610

- Reports must be typed and signed. Do not staple.
- Center your information by typing within the allocated areas avoiding all lines which border the areas.
- Provide only one line of type per allocated area.
- Replace typewriter ribbons and clean as necessary to avoid smeared, faint or illegible characters.
- Use the formats given in the following examples for correct form completion.

	<u>EXAMPLE</u>	<u>FORMAT</u>
NAME:	Smith John C	Last First Middle Initial
	Taylor T J Mfg Co	Surname First (or initials) and remainder
	LJ Trucking Co	Initials and remainder
SECTION:	12	1 or 2 numerical digits
TOWNSHIP:	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE:	12W	1 or 2 numerical digits followed by "E" or "W"
AREA CODE:	217	3 numerical digits
TELEPHONE NUMBER:	782-0610	3 numerical digits followed by a hyphen and 4 more numerical digits
ZIP CODE:	62546	5 numerical digits only

RESOLUTION FOR THE
UNITED CITY OF YORKVILLE
STANDARD SPECIFICATIONS FOR IMPROVEMENTS

Resolution No. 2004-39

These Standards apply to all infrastructure improvements, and may be modified as needed upon the advice of the City Engineer for special identified situations or conditions. All contractors shall give the City Engineer's office a minimum 48-hour notice of all work and of all required approvals. Failure to obtain these required approvals will require extensive testing, removal and replacement, and a ban for a minimum of one year, from working on the City's right-of-way. Subdividers that have been unfaithful in previous City agreements or developments, or who owe the City payments, will not be allowed to have work performed for them within the public right-of-way. Resident engineering inspection shall be provided through the City Engineer's office, and all such costs shall be charged to the developer by the United City of Yorkville. Required written approvals will not be given until outstanding bills are paid in full. The developer's improvement Letter of Credit or other subdivision securities will also be liable for all such costs. The developer shall be responsible for layout and staking engineering, as well as for record drawings by a registered Professional Engineer. These Specifications for Improvements shall become a part of each and every project approved by the United City of Yorkville, and no other specifications will take precedence.

All improvements included in the United City of Yorkville's Standard Specifications for Improvements, unless noted herein, shall conform to the latest editions of the State of Illinois "Standard Specifications for Road and bridge Construction", the "Manual on Uniform Traffic Control Devices", and all amendments thereto. These documents shall be considered as included within the City of Yorkville Standard Specifications for Improvements, and in the case of a conflict of requirements, the most stringent shall apply.

Prior to starting construction of any project, the developer shall attend a pre-construction meeting and bring a representative from each contractor, a list of all contact persons that can be reached at any time, and a complete schedule of all work to be performed.

No work is to start until the City Engineer and the City Administrator have approved the engineering plans, and the pre-construction meeting has been held. The City Engineer must approve any changes to the approved plans in writing. The City Engineer or a representative will, upon discovery of improper material or installation practices, issue a written document to the contractor, stating that failure to stop and correct such deficiencies will result in the City's refusal to accept such improvements or to issue any further building permits, or to perform required inspections.

The subdivider shall obtain and keep in force insurance coverage for Worker's Compensation, and Employer's Liability, Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability, as described in IDOT's "Standard Specifications for Road and Bridge Construction". The United City of Yorkville shall be named as an additional insured. The insurance coverage shall remain in effect until the City accepts the entire development.

The City will not consider acceptance of the public improvements in a development until it is at least fifty (50) percent built out, or three years after the roadway binder course is paved, whichever is sooner.

Blasting will not be allowed.

September 27, 2004

ROADS

All roadways shall conform to the Illinois Department of Transportation (hereinafter termed IDOT) "Standard Specifications for Road and Bridge Construction", unless modified herein. Horizontal and vertical geometric for right-of-ways and roadways shall conform to the City Standards, listed in Figure 2.

Surface course must not be placed until at least seventy- (70%) percent of the adjacent, private improvements are in place. However, in no case shall the surface course be placed until the binder course has been in place for at least one full winter season. In no case shall the surface course be delayed more than three (3) years after the binder course has been installed.

The subgrade shall be graded and compacted to a hard, uniform surface, matching the slopes of the surface course. It shall have no rutting and shall completely drain to the outer edges. It shall be proof rolled by the contractor with a fully loaded (gravel) 10-cubic yard dump truck and witnessed by and approved in writing by the City Engineer's representative (hereafter termed City Engineer) before proceeding to build the roadway. All unsuitable subgrade shall be removed and replaced with compacted, stable clay material or shall be replaced with compacted CA6 limestone on an approved, non-woven roadway fabric (6.5 oz. minimum). Other geo-grids may be required for certain conditions. All bituminous mixtures shall be delivered and handled so that the bituminous mixture immediately behind the paver screen is at or above 270 degrees F. All asphalt delivered to the project shall be covered when the temperature is at or below 70 degrees F.

All subgrades, other than approved granular subgrades, shall be completely covered with a subgrade fabric (Amoco 4551 or approved equal), with a full 18 inches of overlap. Subgrade Fabric shall also be used on lime-stabilized sub grades. It shall be placed neat and tight, without wrinkles, tears, or defects. Construction equipment shall not be allowed to drive on the fabric until it has a minimum of four inches cover of granular base material. The City Engineer shall approve in writing the subgrade fabric installation prior to placing base material. The subgrade fabric shall extend a minimum of twelve inches beyond the back of each curb.

In areas where undercutting of the subgrade is required, the bottom of the excavation shall be lined with a woven geotextile (Amoco 2002 or approved equal), and backfilled with CA-3 aggregate.

The aggregate base course shall be compacted to a minimum of 95% Modified Proctor and shall be free of all dirt and debris. The course shall be proof rolled, as described above, and witnessed by and approved in writing by the City Engineer before proceeding to build the roadway. A bituminous prime coat shall be applied to the aggregate base course prior to paving.

The bituminous concrete binder course shall be placed only upon the written approval of the City Engineer. All asphalt must be laid utilizing a good-quality, properly-functioning, tracked or wheeled asphalt laying machine, utilizing fully-automatic, electronic sensing control from a stringline for the initial course, and from a minimum fifteen (15') foot ski for all other lifts. The bituminous binder course shall be proof rolled as described above, and witnessed by, and approved in writing, by the City Engineer before proceeding with the surface course. All repairs must be made as directed by the City Engineer. All bituminous pavement patches shall be at least fifty (50%) percent thicker than the pavement being patched.

Also, the binder course shall be bump tested by the contractor, and witnessed by the City Engineer, and all areas exceeding one-half inch (1/2") bumps, including header joints and any patch joints, shall receive a leveling course prior to surfacing. Areas of excessive patching will automatically receive a level course prior to surfacing. Prior to any leveling course or surface course, the streets shall be flushed clean and free of all dirt and debris. A bituminous tack coat will be required. Minimum temperature requirements for laying asphalt will be 5 degrees F higher than that allowed by IDOT specifications.

The bituminous concrete surface course shall be placed only upon the written approval of the City Engineer. All asphalt must be laid utilizing good-quality, properly functioning, tracked or wheeled asphalt laying machine, utilizing fully automatic, electronic sensing control from a minimum 15-foot ski. The surface course shall be bump tested by the contractor, and witnessed by the City Engineer. All bump test penalties specified by IDOT specifications shall be quadrupled, and areas that have an excessive amount of one-half inch (1/2") bumps shall be completely removed and replaced, not just the bump itself. Minimum temperature requirements for laying bituminous surface course will be five (5) degrees F higher than that allowed by IDOT specifications. The surface elevation of the asphalt at the concrete gutter shall be ¼ inch higher than that of the adjacent concrete. All streets shall have a cross slope of 2% from the centerline to the concrete curb.

Areas of segregated binder course and/or surface course shall be removed and replaced at the direction of the City Engineer. Segregated asphalt is the uneven distribution of coarse and fine materials in the asphalt characterized by pavement textures different from the surrounding material, and can usually be seen by the naked eye.

Pavements constructed from Portland Cement Concrete shall be designed in conformance with American Concrete Pavement Association Publications IS 184P and IS 061P, as amended.

Combination concrete curb and gutter will be required on all roadways. All curb and gutter shall be placed on an aggregate base with a minimum thickness of four inches, but in no case shall the curb and gutter subgrade be higher than one inch below the adjacent roadway subgrade. The height of the gutter flag shall be ten (10") inches, unless directed otherwise by the City Engineer. As noted previously, the roadway subgrade fabric will extend over the curb and gutter subgrade, and beyond by a minimum of twelve (12") inches. The concrete curb and gutter shall be reinforced with two #4 deformed bars, placed three (3") inches from the bottom, spaced twelve (12") inches apart, centered on the total width of the curb and gutter. Machine-placed concrete curb and gutter is to be utilized wherever practical, utilizing a minimum Class X concrete, and a five (5%) percent minimum air-entrainment. Plastizers will be allowed, but chlorides will not. An approved spray-on curing compound with red fugitive coloring shall be applied immediately after finishing, and a sealer, WR Meadows TIAC, or approved equal, shall be applied after seven days. The resident engineer shall be notified of these applications, and proof of purchase, with material specifications, will be required. The concrete curb and gutter shall have the required slip bar expansion joints, and ¾ inch deep sawed contraction joints will be required every 15-20 feet, within 24 hours after each pour. Minor honeycombing on the two outer, vertical surfaces will be allowed, but they must be patched in an approved manner, and witnessed by the City Engineer, prior to backfilling. The clay backfill behind the curb shall be placed and compacted prior to placing aggregate base course.

Roadway extensions and stubs will be required as part of the development, with full improvements where needed, for future growth. Additional lanes, access improvements, traffic signalization, etc., may be required, at the developer's expense. The developer shall reimburse the City for two of each street name and regulatory signs and posts required, and the City will install them. All signs shall be high-intensity, as approved by the Director of Public Works. All pavement markings shall be thermoplastic. The developer shall reimburse the City for the cost of replacing any signs that are missing, stolen, or damaged prior to final acceptance.

The developer, to comply with these Standard Specifications for Improvements, shall improve existing roadways running through, or adjacent to, the development.

Half-streets are discouraged, but where they are necessary, on advice of the City Engineer, the minimum width street will be twenty-four (24') feet from the edge of pavement to the back of curb, on the development side of the roadway. Street lighting, sidewalk, and landscaping on the development side will be required. Temporary tee turn-arounds will be required on all streets stubbed for future roadway extension, as recommended by the City Engineer, and shown on the Final Plat. Paving for the tee will extend from right-of-way line to right-of-way line, to a length of fifteen (15') feet, and two radii of fifteen (15') feet. The pavement beyond the road edge shall be three (3") inches of bituminous concrete surface course, on a ten- (10") inch CA6 aggregate-compacted base, with pavement fabric. Concrete curb and gutter will not be required around the tee, and sidewalk will not required through the tee. The developer extending the street in the future shall remove the excess paving and base, place topsoil, and seed the area disturbed, construct the additional curbing so that the curb and gutter is continuous and uninterrupted from one development to another, and resurface for a distance of thirty (30') feet, including header joints, as approved by the City Engineer.

When a development includes construction along State and County highways, or other heavily traveled road, the developer shall post advance-warning signs. The developer shall consult with the Yorkville Police Department concerning the types and locations of signs, and shall obtain a permit from the appropriate jurisdictional agency prior to erecting the signage.

The City may require the roadway design to include traffic-calming measures. These measures may include, but not be limited to, curvilinear roadway layout, landscaping beyond the requirements of the Landscape Ordinance, traffic tables, and fog lines.

If a development includes the construction or modifications of traffic signals, the new signals shall be designed to have light-emitting diode (LED) lights. The traffic signal shall also have a battery backup device.

All new roadways shall be designed in accordance with IDOT Circular 95-11, or the most recently adopted IDOT standard for the design of flexible and full-depth bituminous pavements. The following minimum design criteria shall be used when applying the design method:

Design period = 20 years	Class II Roadway
Traffic Factor Equations for 80,000 lb. Vehicles	2.0% traffic growth rate
AC viscosity of AC-20	Subgrade Support Rating of Fair

Local Residential Roadways

Local Residential Roadways are intended to carry an average daily traffic (ADT) volume of less than 1000. The right-of-way width shall be 66 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 2.5 inches in thickness. The aggregate stone base shall be 10 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of thirty feet from back of curb to back of curb (B-B). The street radius for all intersecting streets shall be a minimum of thirty feet to the back of curb. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Estate Residential Roadways

Estate Residential Roadways are intended to carry an average daily traffic (ADT) volume of less than 1000. The right-of-way width shall be 70 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 2.5 inches in thickness. The aggregate stone base shall be ten inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadway surface shall be 28 feet wide with two 12.5-foot wide through-lanes. The lane edges shall be striped with a four-inch thermoplastic pavement marking. The roadway up to and including the aggregate stone base shall be 32 feet wide to provide a 2-foot wide aggregate shoulder (nominal thickness of at least 12 inches), and also to allow for future widening. Mailbox turnouts will be paved, using driveway specifications to determine thickness.

Minor Collector Roadways

Minor Collector Roadways are intended to carry 1000-2500 ADT. The right-of-way width shall be 70 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "T" Superpave mixture. The bituminous concrete binder course shall be a minimum of 4.5 inches in thickness. The aggregate stone base shall be 12 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of 34 feet B-B. The street radius for all intersecting streets shall be a minimum of thirty feet to the back of curb. Minor collector roadways may provide direct access to adjacent private lots. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Collector Roadways and Commercial/Industrial Roadways

Collector Roadways are intended to carry 2500-12,000 ADT. The right-of-way width shall be 80 feet. These design standards shall also apply to all roadways directly serving commercial or industrial zoned areas. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "T" Superpave mixture. The bituminous concrete binder course shall be a minimum of 4.5 inches in thickness. The aggregate stone base shall be 12 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of 39 feet B-B. The street radius for all intersecting streets shall be a minimum of 40 feet to the back of curb. Collector roadways shall not provide direct access to adjacent lots in residential-zoned areas. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Major Collector Roadways

Major Collector Roadways are intended to carry more than 12,000 ADT. The right-of-way width shall be 100 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "T" Superpave mixture. The bituminous concrete binder course shall be a minimum of six inches in thickness (2 lifts required). The aggregate stone base shall be 16 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-7.18 combination concrete curb and gutter to a width of 51 feet (four 12-foot lanes) B-B. The City Engineer may require an additional 12-foot center turn lane, as deemed appropriate. The street radius for all intersecting streets shall be a minimum of 50 feet to the back of curb. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

An alternative bituminous base course may be approved by the City Engineer, and B6-18 or B6-24 combination concrete curb and gutter may be required, based upon specific site drainage needs.

Boulevards

Boulevard-style roadways shall have a minimum width of 28 feet B-B for approaches to intersections. The minimum pavement width in other areas shall be 20 feet B-B.

SIDEWALK

Non-reinforced, concrete sidewalks will be required on both sides of all roadways. They shall be a minimum of four (4') feet wide where four (4') feet wide walks now exist, and five (5') feet wide in all other locations. All sidewalks shall be five (5") inches in thickness. They will be a minimum of six (6") inches in thickness across driveway approaches. All sidewalks shall have an aggregate base of CA 7, with a minimum thickness of two inches (five inches across driveway approaches). All concrete shall be Class X, with a minimum of five (5%) percent air-entrainments. Sidewalks shall slope two (2%) percent towards the street. Approved curing and sealing compounds are required, as specified previously for concrete curb and gutter. The back of the sidewalk shall be placed twelve (12") inches from the right-of-way line, unless directed otherwise. The sidewalk shall have a light broom finish. Formed contraction joints are required, at a spacing of five (5') feet. Expansion joint material, one-half inch in thickness, and full-depth, shall be placed every 100 feet. The subgrade for the sidewalk shall be uniform, neat, and compacted to a minimum 90% modified proctor.

Spalling or chips will not be allowed to be patched. All such areas will be removed from contraction joint to contraction joint, and replaced. All sidewalks will be in place prior to acceptance of the public improvements by the City, which includes in front of vacant lots. These areas must be protected during future construction.

No sidewalks are required in Estate-residential subdivisions. However, in the event sidewalks are not provided, a paved trail that abuts every lot must be provided, that meets the City's standards, specifically a ten (10') foot width, with an exit and entrance identification, consisting of two (2") inches of asphalt on eight (8") inches of CA6 aggregate. Dedicated easements at least fifteen (15') feet wide must be provided for the trail.

DRIVE APPROACHES

Drive approaches must be constructed to one of the following:

1. Six inches, minimum of Class X concrete, with a minimum of five (5%) percent air-entrainment, over six inches minimum CA6 aggregate base over a 90% modified proctor compacted subgrade, with curing and sealing treatments, as specified above, under concrete curb and gutter. Expansion joint material, one-half (1/2") thick and full-depth, shall be installed at the curb and at the sidewalk.
2. Two inches, minimum of Class I bituminous concrete surface course, over a minimum base of eight (8") inches of CA6 aggregate over a 90% modified proctor compacted subgrade. The concrete sidewalk will be constructed through the drive approach, and any construction damage to the concrete sidewalk or curb will cause removal and replacement of those improvements. Drive approaches will not be constructed steeper than eight (8%) percent.
3. In Estate-residential subdivisions, all driveways must be paved with brick, asphalt, or concrete, and must have a concrete culvert with flared end sections. Culvert diameter shall be twelve (12") inches or greater, as required by the City.

PARKWAYS AND PARK SITES

All parkways, park sites, and other open spaces shall be landscaped and designed in accordance with the City of Yorkville's Landscape Ordinance and the Park Development Standards, as amended from time to time.

Any existing trees within a development deemed by the Parks Department and Public Works Department to be dead, dying, or of an undesirable species shall be removed by the developer. The developer shall not remove or cut down any trees without the prior consent of the Parks Department and Public Works Department, or as indicated in the approved landscape plan.

STREET LIGHTING SYSTEM

All streets shall have a complete street lighting system designed by a professional engineer. A street light will be required at all intersections, all curves, at all ends of cul-de-sacs, and at a maximum spacing of 300 feet. In Estate-residential subdivisions, street lights shall be required at intersections, and at a maximum spacing of 500 feet, with lights also placed at curves and at the end of dead-end streets. The poles shall be concrete with butt-type foundations. The City Engineer may require a streetlight to be placed at other points, as may be necessary in the public interest in unusual or special conditions. They shall be located at side lot lines, and on the opposite side of the street from the water main, wherever possible, and shall be set two feet from back of curb to face of pole. Occupancy permits cannot be issued until all streetlights in that phase of the development are installed, complete, and operational.

All exterior lighting of private property in new developments shall be designed, located, and mounted at heights no greater than twenty (20') feet above grade for non-cutoff lights, and forty- (40') feet above grade for cutoff lights. The lighting plan, photometrics, and shop drawings for lighting equipment shall be submitted prior to issuance of a building permit. Glare shall be minimized to the extent practical by orienting lights away from the public right-of-way and abutting properties, or by planting vegetation to provide screening. Exterior lighting shall be designed, located, and mounted so that the maximum illumination measured horizontally at the lot line does not exceed one (1') foot-candle.

Light Distribution: Luminaries of the Type II distribution as approved by the Illuminating Engineering Society (herein termed IES) shall be used, except at intersections where Type II or Type IV IES distribution shall be used. The City Engineer may designate the IES Type V distribution luminaries be used in the public interest under unusual or special conditions.

Individual Control: On individual control of lights, the photoelectric control shall be mounted on top of the luminaire.

Line Drop: Voltage drop shall be no greater than three (3%) percent from power supply to the last pole, with no wire size smaller than No. Six (6) Type RHH or RHW Underground Service Cable (USC). All streetlights shall operate at 120 volts, except for those on major streets.

Power Supply Location: Connection to the power supply shall be made to comply with Commonwealth Edison Company rules and regulations, as amended from time to time.

Conduit: All driveways, street, and sidewalk crossovers shall have two (2") inches of HD PVC conduit, used as raceways for underground cable.

Underground Cable: All underground cable shall be direct-buried cable, placed at a depth at least thirty- (30") inches below the normal finished grade. Three cables (Black, White, Green) shall be run from the pole to the power supply. Any underground cable broken more than once prior to Final Acceptance shall be replaced from the power source to the pole or from pole to pole.

Splices: All cable on the underground cable section shall be continuous, and no splicing shall be made underground. All necessary splices shall be made above ground level.

Underground Cable Location: Underground cable shall be installed in a trench not less than two feet from the back of the curb, except that in no case shall the underground cable be installed under the sidewalk.

Grounding: A copper-clad ground rod shall be placed at each pole. The rod shall be minimum 5/8-inch diameter, and ten (10') feet long.

Fusing: All underground feeders shall be fused at or below their rated capacity. Each standard shall contain in-line fuse holders, with proper fusing in series with each underground conductor to protect the luminaire located on that pole.

Maintenance Prior to Acceptance: Once streetlights are operational, the Yorkville Public Works Department shall perform normal maintenance, even though the Yorkville City Council has not accepted the streetlight system. Normal maintenance consists of investigating the cause of an outage, and repairing it if the cause is a burned out lamp, fuse, or photocell. All other repairs shall be referred to the developer. The cost of performing normal maintenance prior to acceptance by the Yorkville City Council shall be paid from a "Streetlight Normal Maintenance" deposit established by the developer prior to recording the Final Plat. The deposit shall be \$300.00 per pole, or other such amount, as may be determined by the Yorkville City Council, from time to time. If the deposit proves insufficient, the developer shall replenish the deposit within thirty- (30) days of written request by the City Engineer. The Yorkville City Council shall return any unused funds to the developer upon acceptance of the streetlight system.

Streetlight Standard and Bracket: Local streets shall use 906 B19-AD4, American Concrete Company pole and bracket, or approved equal. Luminaire shall be mounted 19'9" above the street, shall have a four- (4') foot arm. The pole shall be buried a minimum of five (5') feet below grade and backfilled with crushed CA6 limestone, watered, and compacted around the butt of the pole. The bracket is to be furnished with the pole.

The luminaire shall be a General Electric Company No. M2RR1551N2AMS3F, or approved equal with the 1-1/4" side mount built-in ballast. The luminaries shall be fitted with General Electric Company "Lucalox" high-pressure sodium lamps LU 150/55/D, or approved equal, with GE Company ANSI specification "S55" high-pressure sodium ballasts (or approved equal) or American Electric 115 15-S-RN-120-R2-DA-4B.

Major Collector Streets: The lighting pole shall be Stress Crete E340-BPO-G, with Style 210 low rise tapered aluminum davit, or approved equals. The davit outreach length shall be eight (8') feet. The luminaire shall be mounted thirty- (30') feet above the street. The pole shall have an embedment depth of five (5') feet, and be backfilled with CA 6 limestone.

The streetlight system shall be operated through controller(s) in ground-mounted cabinets. The controller and luminaire shall operate at 240 volts. The controller shall be housed in a pad-mounted Type NEMA 3R enclosure. The exterior of the cabinet shall have a bronze tone powder-coat finish. The approximate dimensions of the cabinet shall be 42"H x 36"W x 12"D. A Com Ed meter socket shall be provided on the exterior of the cabinet.

The manufacturer or distributor shall guarantee streetlight standards, luminaries, ballast, lamps, and cables for their proper use, for one year, from the date of acceptance.

Testing: The subdivider shall manually trigger the photocell in order to have each street light burn continuously for at least 48 hours. During this burn test, amperage readings shall be taken, and must be within ten (10%) percent of the connected load, based on equipment ratings.

Parking Lot Lighting: Parking lots in areas zoned Business, Residential, or Office-Research, shall be provided with lighting necessary to achieve a minimum average of 2.0 foot-candles, as measured across the entire parking lot, and a maximum of 1.0 foot-candles, as measured at the adjoining property lines. Parking lots in areas zoned Manufacturing shall have a minimum average lighting intensity of one foot-candles, per square foot. Lighting shall be designed to avoid casting direct light or glare onto adjacent residential property.

STORM SEWER SYSTEM

A complete storm sewer system shall be required, consisting of closed conduits to an approved storm water storage system. All storm sewers within the public right-of-way and easements parallel to and adjacent to public right-of-way shall be reinforced concrete pipe (RCP), with a twelve (12") inch minimum diameter. Storm sewers in rear yards and side yards may be high-density polyethylene (H.D.P.E.) of a manufacturer and design, to be approved by the City of Yorkville. All roadways will have a system of inlets/catch basins, tied directly to the storm sewer. These storm water collection locations will be on both sides of the street, with a maximum longitudinal flow interval of 300 feet. All such collection points will be an inlet except the last structure before entering a storm sewer main shall be a catch basin with a two-foot sump. Catch basins or open-lid structures shall not be located over the sewer main. All backfill is to be a CA7 aggregate. All storm sewer roadway crossings from structure to structure must be backfilled with CA7 aggregate and completely encapsulated in an approved drainage fabric. In this manner, the curb subgrade, the storm crossings, and the inlets and catch basins create a roadway underdrain system for longer roadway life.

The City may require that storm sewers be constructed along the centerline of individual roadways at certain locations. Those locations shall normally be limited to within 100 feet of the lowest sag vertical curve of a roadway. Where these locations occur within a horizontal curve of the roadway, storm manholes shall be placed at the centerline of individual roadways.

If subgrade conditions are excessively sensitive to moisture or other special conditions, a capped, perforated, plastic underdrain may be required under the curb and gutter. All storm water conduits 12" diameter and larger shall be internally televised in color just prior to City acceptance, and shall be free of defects, sags, dirt, and debris. All non-RCP storm sewers shall also be mandrel tested (similar to sanitary sewer testing) just prior to City acceptance. All parking lots shall be drained internally, and directed by pipe to the storm sewer. Storm sewers shall extend to the limits of the development with proper sizing, as approved by the City Engineer, based upon current and future runoff conditions, to pick up and safely carry through the development any and all upstream bypass flows.

All new homes with basements or crawl spaces shall have a direct, underground conduit to the storm sewer system. Fill-in lots in areas with no storm sewer within 500 feet shall not be required to have this direct connection. Minimum depth of cover for these lines shall be 30 inches. All discharges shall have an approved automatic diverter valve immediately outside the house and a check valve inside the house. Multiple collection lines of four inch and six inch HD PVC will be allowed by an approved design. Terminal and junction points shall be at two-foot diameter precast concrete inlets with open-lid castings. The pipe from the house shall be a 2" minimum HD PVC with cemented joints. The connection to the storm sewer shall be through a neat, tight fitting, bored hole into the concrete pipe. After insertion of the sump pump discharge pipe into the concrete storm sewer pipe, the joint shall be sealed with hydraulic cement. In no case shall the sump pump discharge pipe extend beyond the inner surface of the concrete storm sewer pipe. Connections, however, shall be into a structure wherever practical.

Individual storm sewer services shall not be required in areas of the development where soil and ground water conditions indicate that sump pumps would run very infrequently. If the developer does not wish to install storm sewer services, he shall perform soil borings at regular intervals (300' to 400' grid typical) during the Final Plan preparation stage, to determine soil types and ground water elevations. Boring locations are subject to approval by the City. Each boring shall extend at least 20 feet below existing ground elevations and be referenced to the development benchmarks. If the boring logs show granular soil and also show ground water elevations at least five (5') feet below planned basement floor elevations, then individual storm sewer services shall not be required in that area of the development. During excavation of every basement in that area, the developer shall verify (with City representative present) that the granular soil and deep ground water conditions exist. If either condition is found not to exist at a building location, the developer shall construct a storm sewer service to that building, in conformance with these Standard Specifications.

The design of the storm water collection system shall be for a ten (10) year storm, running just full. The only exception to this is where the receiving storm water system has less capacity and here the new system of conduits shall be designed for a five (5) year event, running just full. The minimum velocity shall be 2.5 fps and the maximum shall be 8 fps. The storm sewer pipe shall have a minimum cover of three (3') feet. Storm sewer manholes shall be five (5') feet internal diameter, constructed of reinforced concrete, and shall be placed at a maximum spacing of 500 feet. Storm sewer manholes may be four (4') feet internal diameter when the largest sewer entering/leaving the manhole is 18" diameter, and the orientation of sewers connecting to the manhole is such that there is at least 12" of precast wall between the openings provided for sewers. The use of adjusting rings is limited in height to eight (8") inches. Inlet and/or catch basin frames and grates shall be Neenah No. 3015, East Jordan No. 7010, or approved equal. Whenever possible, castings for curb drains shall have a fish logo to discourage dumping of oils, pesticides, and other inappropriate items into the storm sewer system.

Where a continuous grade is carried across an inlet or catch basin casting, the open-vented cover shall be used, Neenah No. R-32868V, East Jordan No. EV-7520, or approved equal. All manhole castings shall be Neenah No. R-1030, East Jordan No. 105123, and Type B cover, or approved equal. All type B covers shall have "City of Yorkville" and "Storm" cast into the top, and shall be concealed pickhole type. All sections of the manholes shall be completely sealed and butyl rope, including the casting. Manholes shall not be allowed in the pavement, curb, gutter, or sidewalk. All flared end sections 15" or larger shall have grates.

In Estate residential developments, a ditch shall be required on both sides of the street, and shall have a minimum profile slope of one (1%) percent (side slope 4:1 on the street side, and 3:1 on the lot side).

For developments ten acres in size or larger, the developer may use computer-based methods to determine stormwater storage volumes. The specific method and parameters used in employing the method shall be subject to the approval of the City Engineer.

For developments less than ten acres in size, the storm water storage system shall be designed utilizing a Modified Rational Method, as described below:

1. $Q = (C_m) iA$, where a run-off co-efficient or C_a is calculated for the site based upon actual proposed surface coverage. C_m then equals 1.25 times C_a .
2. The following run-off co-efficient shall be utilized as minimums:

<u>Surface</u>	<u>C</u>
Grass	.50
Asphalt/Concrete	.98
Roof	1.00
Detention	1.00

3. The maximum release at the designated 100-year level is 0.15 cfs/acre. The City Engineer shall reduce this allowable release rate where the downstream accepting system is experiencing drainage problems such as the Elizabeth Street swale where all receiving discharges are limited to 0.10 cfs/acre. The outlet structure design shall address the two-year (0.04 cfs/acre) and the 25-year (0.08 cfs/acre) storm control, in addition to the 100-year event.
4. When depressional compensatory storage is provided by increasing the volume of a stormwater detention basin, the maximum allowable release rates of the basin shall be reduced, as directed by the City of Yorkville to approximate the pre-development release of the depressional area, and realize the full storage potential of the enlarged basin.
5. The minimum size restrictor shall be a four-inch by twelve-inch long HD PVC pipe. The design must be designed for easy maintenance and cleaning during a storm event. The discharge shall be directly to a downstream storm sewer if one is available within a reasonable distance. If not, the discharge will be to the surface, with approved energy dissipation and downstream erosion protection.
6. The rainfall intensities to be utilized are those established by the Illinois State Water Survey's Bulletin #70, as amended for the specific City of Yorkville area. In designating the required storm water storage volumes, the maximum value calculated using the various events should be utilized. See Figure 3 for a sample calculation.
7. The storm water storage areas must have containment for twelve inches of additional storm water storage, with an approved calculated overflow area at six inches above calculated 100-year elevation. This overflow shall have an erosion concrete curtain wall, with a minimum thickness of 8 inches, a minimum depth of three feet below grade, and a length to extend a minimum of four feet beyond the limits of the overflow on either end. This wall is not to be formed, but is to be trenched or excavated into natural soil, or into the compacted fill, and is to be finished flush to the ground.
8. Storm water storage areas shall be covered by an easement, including access thereto, such that should the owner not maintain said area as necessary, the City can cause such corrections and bill the owner, including any and all administrative costs.

9. The engineering plans shall have a full sheet dedicated to the soil erosion and sedimentation control requirements for the development, including silt fencing, straw bales, drainage fabric, etc. Failure to properly maintain this system may result in major storm sewer cleaning within the site and in the offset storm system. The City reserves the right to place a hold on all building permits and inspections if the soil erosion and sedimentation control plan is not properly maintained. Keeping the streets clean is part of this plan, and failure to do so will result in these actions. The developer shall establish a Street Cleaning deposit with the City of Yorkville, in the amount of \$5000.00. If the streets are not cleaned within 48 hours of a written request by the Director of Public Works, the City shall have the streets cleaned, and subtract that cost from the deposit. The developer shall replenish the deposit to the full amount if it falls to less than \$1000.00. The Yorkville City Council shall return any unused portion of the deposit to the developer upon acceptance of the streets.
10. The developer shall establish basins onsite where concrete ready-mix trucks must wash out after delivering their load. Signs shall be posted at each entrance to the development to warn truck drivers of the requirement to wash out at specific sites, and notify them of the fine for non-compliance (up to \$100.00 for each offense). Each entrance sign shall include a simplified map of the development, to show the locations of the washout basins in the development. A sign shall also be posted at each washout basin, to identify the site. The developer shall maintain all signs, basins, and appurtenances in good condition until the City accepts the public improvements.

Washout basins shall be located outside of the public right-of-way, parks, and all public utility easements. They shall be located in relatively low-traffic areas, and be at least fifty- (50') feet from storm drains, open drainage facilities, and watercourses, unless approved otherwise by the City Engineer. Basins shall have a minimum twelve (12") inch thick CA-3 aggregate approach of sufficient width over a woven geotextile fabric, to reduce tracking of mud onto roadways. The washout area shall be contained by an earthen berm, and be at least ten (10') wide by ten (10') long. The maximum depth of a washout basin shall be three feet. When the volume of a washout basin is 75% full, the developer shall remove the hardened concrete and transport it to a legal landfill. Burying waste concrete onsite shall not be permitted.

The developer shall incorporate the items necessary to comply with this requirement, as well as provisions for maintenance, onto the erosion and sediment control plan sheet. All signage, washout basins, and appurtenances shall be in place before the first building permit is issued.

11. The engineering plans shall have one or more full sheets dedicated to the Final Grading of the entire site. The minimum grade for all grass areas shall be two (2%) percent, except that swale areas may be at one (1%) percent if it is over an approved, piped underdrain. Slopes shall be shown with arrows at all locations from all break points. A grading plan on an 8-1/2" x 11" paper for the actual building must be submitted for each building permit submitted, and will become a part of the building permit. All top of foundation elevations will be a minimum of two (2') feet, and a maximum of three (3') feet above the street centerline elevation, measured at the center of the lot in question, unless the City Engineer directs otherwise, based on site-specific conditions. Drives must be at a minimum slope of two (2%) percent, and maximum slope of eight (8%) percent towards the curb flow line from the garage. When the forms for the foundation are ready to pour, a top of foundation elevation and location certification of a registered surveyor or engineer, as approved by the building inspector, is required prior to pouring the concrete into the forms. The tolerance here is 0.15 feet lower and 0.5 feet higher, and behind all applicable setback and easement lines.

12. Requests for an occupancy permit must include an as-built grading plan, signed and sealed by a registered land surveyor, showing the original, approved grades and slopes, along with the actual grades, just prior to the occupancy permit request. The actual grades must fall within a tolerance of 0.15 feet in order to receive an occupancy permit. Top soiling and seeding or sodding, if applicable, must be in place prior to the final grading plan. All City-incurred costs of reviewing these grading plans shall be the responsibility of the developer. Note that specific building codes, ordinances, and permitting procedures, which may be established by the United City of Yorkville, shall supersede these requirements.
13. General grading and landscaping of the storm water areas shall be designated according to the Park Development Standards, Landscape Ordinance, and these Standard Specifications. The City may require that storm water detention and retention facilities, as well as grading, landscaping, and stormwater collection systems, incorporate currently acknowledged Best Management Practices to improve storm water quality. These may include, but are not limited to, naturalized detention basins, bio-swales, low impact design standards, perforated storm sewer, designs that reduce the degree of connected impervious areas, designs that encourage infiltration of stormwater, etc.

Wet ponds shall have a maximum allowable depth of two feet between the normal water level and the high water level corresponding to the Ten-Year Frequency Storm. The City may require wetland-type plantings and appropriate grading around the perimeter of wet ponds.

The developer shall provide a soil report, prepared by a licensed professional engineer, to determine whether or not lake lining will be required. Vertical or nearly vertical edge treatment will require an approved method, allowing a child to easily climb out of the water.

Storm sewers discharging to a stormwater basin shall be designed such that the sewer invert at the discharge point is no lower than 6" below the normal water level of the basin, and the top of sewer is no lower than the ten-year high water level of the basin.

14. Storm water storage basins shall operate independently of any watercourse or water body receiving the discharge from the basins. Bypass flows from upstream areas should bypass the storm water storage facility, where practical. The entire development shall be examined under the premise that all storm sewers are blocked and full when a 100-year event occurs, and the development can pass these flows without flooding homes. All overflows are to be contained within the right-of-way, or where absolutely necessary, through special drainage easements. All buildings shall have the lowest water entry a minimum of 18 inches above the elevations determined for this bypass situation.
15. Storm water detention shall not be required under the conditions listed below. The City reserves the right to require detention on any parcel of land if special circumstances exist, and to require that sewer be constructed as necessary, to carry away the storm water.
 - a) Proposed development or re-development of the existing lots zoned single-family detached, or duplex residential, less than 2.5 acres in gross area.
 - b) Proposed development or re-development of existing lots zoned other than single-family detached or duplex residential, that are less than 1.25 acres in gross area.

WATER SYSTEM

1. All water mains shall be Class 52 ductile iron pipe, conforming to the latest specification requirements of ANSI A21.5.1. Mains shall be cement lined, in accordance with ANSI A21.4. Fittings shall conform to ANSI 21.10. Gate valves shall be resilient wedge type, conforming to the latest revised requirements of AWWA specification C509. All water mains are to be polyethylene wrapped. Main line valves 10" diameter and larger are to be installed in a vault. Smaller main-line valves shall either be installed in a vault, or have a Trench Adapter valve box, similar to those used at fire hydrants. No vaults or valve boxes shall be in the pavement or sidewalk.
2. Water services up to 3" diameter shall be type "K" copper, conforming to the latest revised specification requirement of ASTM B88. Minimum size for residential units shall be one inch in diameter. Corporation stops shall be McDonald No. 4701, Mueller H-15000, or Ford F-600. Curb stops shall be McDonald No. 6104, Mueller H-15154, or Ford B22-333m, with Minneapolis pater B-boxes, similar to McDonald N.5614 or Mueller H-10300.
3. Minneapolis type B-boxes shall be installed in the right-of-way, but not in the sidewalk or driveway.
4. Fire hydrants shall be one of the following:
 1. Clow F-2545 (Medallion)
 2. Mueller A-423 Super Centurian
 3. Waterous WB-67-250

Hydrants shall have a 5-1/4" main valve assembly, one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles, with national standard threads, a national standard operating nut, and above ground break flange. The installation of the hydrant shall conform to AWWA 600 standards. Auxiliary valve boxes shall either be Trench Adapter Model Six by American Flow Control, Clow F-2546 with F-2493 cover, or approved equal. For valve boxes other than those by American Flow Control, the box shall be attached to the hydrant barrel with grip arms, as manufactured by BLR Enterprises, or approved equal.

5. Inspections and Installation: All water mains shall be designed and installed in accordance with the Standard Specifications for Water Mains in Illinois. Upon completion, water mains shall be subjected to hydrostatic pressure test of 150-psi average for up to 4 hours. Allowable recovery shall conform to the Standard Specifications for Water & Sewer Main Construction in Illinois. The water operator in charge or person authorized by the water operator in charge shall be present during all testing. The developer shall use the pressure gauge supplied by the City for the test.
6. New water main shall be disinfected in accordance with AWWA standard C601. Water will be tested to assure that 50 mg/l of CL2 is in disinfected water. Sampling shall be taken by water operator in charge or persons authorized by the water in charge. Water must pass two consecutive days of sampling tests by a state approved lab.
7. Water mains shall be minimum eight inches internal diameter, with a cover of five feet, six inches below finished grade. Watermain stubs to hydrants shall be at least six inches internal diameter. City water mains and hydrants shall be placed of the North and West sides of the streets, unless approved otherwise the City Engineer. Valves shall be installed each second consecutive hydrant, at intersecting lines, and other locations as required, such that a minimum number of services will be affected during a main isolation.

Fire hydrants shall be installed throughout the subdivision at each intersection and at intervals not exceeding the requirements of two fire hydrants serving any point of any building, or 300 feet along the roadway, whichever is more stringent. Special conditions may dictate a closer spacing, as approved. Fire hydrants shall be located on the property line, except at corners, and shall be set two feet minimum and three feet maximum from the curb back to the face of the pumper nozzle. Where there is no curb and gutter, the face of the pumper nozzle shall be between 18 inches to 20 inches above finished grade line (sidewalk to curb).

Base elbow of hydrant shall be properly thrust blocked, and shall be provided with clean, washed CA7 aggregate and polyethylene covering. All hydrants and any adjustment fittings shall receive one field coat of red paint, as recommended by the manufacturer, prior to final acceptance.

8. All tees, bends, fire hydrants, and valves shall be adequately blocked with pre-cast blocks and poured in place thrust blocking against undisturbed earth.
9. Services shall be equipped with corporation stop, curb stop, and buffalo box. The buffalo box shall be set in the parkway, on the centerline of the property, approximately centered between the back of sidewalk and the adjacent right-of-way line. Service trenches beneath or within two feet of proposed driveways, sidewalks, or other pavements shall be backfilled full-depth with aggregate. Except as permitted below, the underground water service pipe and the building drain, or building sewer, shall be not less than ten feet apart horizontally, and shall be separated by undisturbed or compacted earth. The water service pipe may be placed in the same trench with the building drain and building sewer if the conditions listed below are met:
 - A. Local conditions prevent a lateral separation of ten feet;
 - B. The bottom of the water service pipe at all points shall be at least 18 inches above the top of the sewer line at its highest point. All water and sewer services must be inspected and approved by the building inspector prior to backfilling.
 - C. The water service pipe shall be placed on a solid shelf, excavated at one side of the common trench, and shall have no joints from the buffalo box to the water meter inside the house; and
 - D. The material and joints of sewer and water service pipe shall be installed in such a manner, and shall possess the necessary strength and durability to prevent the escape of solids, liquids, and gasses there from under all known adverse conditions, such as corrosion, strains due to temperature changes, settlement, vibrations, and superimposed loads.
10. Depth of bury shall be 5'6" below finish grade. No joints will be allowed between the corporation stop and the curb stop.
11. All watermain shall be looped and double fed, and shall be extended to the far limits of the development, and in size appropriate for future development, as directed by the City Engineer. Recapture and over-sizing may be applicable.
12. The developer shall reimburse the City of Yorkville for the cost of water to fill and test new watermains, and also for the cost of laboratory tests after chlorination. The water cost shall be at the bulk rate charged by the City of Yorkville at that time. The volume of water shall be calculated as the volume of two and one-half times the lengths and diameters of new watermains.
13. Watermain proposed to cross existing city streets shall be constructed by directional boring. Open-cut construction shall not be allowed without consent from the Public Works Director.
14. Connections to existing watermains shall employ line stops to minimize the disruption of service to existing residents.

SANITARY SEWER SYSTEM

A complete sanitary sewer system is required for all new development. The minimum internal size of sanitary sewer main shall be eight inches in diameter. The top of the sewer main shall be a minimum of three feet lower than the lowest floor elevation at all service connection locations, but not less than eight feet below finished grade, wherever possible. Should the sewers serving a particular development not be deep enough to serve the basement, as noted above, then overhead plumbing will be required. However, all levels of the building must be served by gravity, with only the below-grade levels being served by a pump unit. The City Engineer may require that certain buildings not have subgrade levels due to special situations.

The sanitary sewer shall be extended to the development's far extremes, as directed by the City Engineer, for proper and orderly growth. The city Engineer will also direct the sizing and grades for the sewer, so as to fit the overall plan for the City. The City strongly discourages the use of lift stations, but if the City Engineer approves the use of a public lift station, the following shall be required as a minimum:

- A. The pumps shall be submersible, with a back up pump and well-designed wet well.
- B. The station building shall be a brick structure with conventional-pitched roofing and paved access. The building shall comply with all International Building Code regulations, and shall be heated and ventilated. The subdivider shall follow normal building permit procedures, and pay the normal fees for construction of the lift station building.
- C. The unit will be equipped with a back-up power source, utilizing natural gas as a fuel, and can operate on manual or fully automatic mode, complete with a variable exercise mode.
- D. The motor control center shall have a solid-state duplex logic. Sewage level in the wet well shall be measured with a pressure transducer. A dial-out alarm system matching that currently in use in the City shall be provided.
- E. The City Engineer must approve any and all lift stations, and may require other improvements.
- F. There shall be good-quality noise control, and all electronic components shall be explosion-proof.
- G. Force mains shall be sized to carry the initial, intermediate, and ultimate flow rates from the tributary area, at a velocity of between 3.0 and 6.0 feet per second. Material shall be watermain quality Ductile Iron with polyethylene encasement. Gate valves in vaults shall be constructed in the force main at intervals not exceeding 600 feet, to allow quick isolation in the event of a leak. Blow-off valves in vaults shall be constructed at high points in the force main, and shall discharge to sanitary sewers, where possible. Force mains shall be tested at 150-psi for two hours, similar to watermain testing.
- H. The sub-divider shall maintain an inventory of each size and type fuse, relay, and other plug-in type devices used in the lift station motor control center, as recommended by the manufacturer. These items shall be housed in a wall mounted metal cabinet. The subdivider shall also supply a heavy-duty free standing metal shelf with not less than square feet of shelf space, and one (1) fire extinguisher rated for Type A, B, and C fires.
- I. The sub-divider shall provide start-up training to the Public Works Department personnel, and shall provide three sets of Operations and Maintenance Manuals for all equipment at the lift station.
- J. Underground conduit shall be heavy-wall PVC.

- K. The exterior of the wet well shall be waterproofed. The City may require the wet well to have a minimum internal diameter of up to eight feet.

Sewer construction cannot start until the Illinois Environmental Pollution Agency (IEPA) has notified the City Engineer that approvals have been secured. Sanitary sewer pipe shall be PVC plastic pipe, with a minimum SDR 26. All pipe and fittings shall be pressure rated in accordance with ASTM D-2241 and ASTM D-3139 (per AWWA C-900) for sizes 6-15 inches. Solvent joints are not permitted.

All public sanitary sewers will be air and mandrel tested (7-point minimum) by the developer, at his expense, under the supervision of the City Engineer. One copy of the report shall be forwarded to the Yorkville-Bristol Sanitary District, and one report shall be forwarded to the City Engineer.

All testing will be done in conformance with the "Standard Specifications For Water and Sewer Main Construction in Illinois", current edition.

All public sanitary sewers shall be internally televised in color and recorded on videotape and written log by the developer, at his expense, under the supervision of the City Engineer, to ensure that the sewers are straight, unbroken, tight, and flawless. There must be good-quality lighting for a sharp and clear image of all sewer segments. Poor quality images will result in re-televising the system, at the developer's expense. The videotape must clearly mark the segment being televised through manhole numbering, and the image must clearly identify the footage as it progresses through the pipe. One copy of the complete videotapes and written log shall be forwarded to the Yorkville-Bristol Sanitary District, and one complete set shall be forwarded to the City Engineer.

All manholes will be required to be internally vacuum tested by the developer, at his expense, under the supervision of the Engineer. This test will check the integrity of the complete structure, from the invert to the casting, including all adjusting rings. One copy of the test results shall be forwarded to the Yorkville-Bristol Sanitary District, and one copy shall be forwarded to the City Engineer. Vacuum testing of each manhole shall be carried out immediately after assembly backfilling, and rough grading, and shall be witnessed and approved by the City Engineer. All lift holes shall be plugged with an approved non-shrinking grout. No grout will be placed in the horizontal joints before testing. All pipes entering the manhole shall be plugged, taking care to securely brace the plugs from being drawn into the manhole. The test head shall be placed at the inside of the top of the casting and the seal inflated in accordance with the manufacturer's recommendations. A vacuum of ten inches of mercury shall be drawn and the vacuum pump shut off. With the valve closed, the time shall be measured for the vacuum to drop to nine inches. The manhole shall pass if the time is greater than 60 seconds for a 48-inch diameter manhole, 75 seconds for a 60-inch manhole, and 90 seconds for a 72-inch manhole. All manhole castings shall be Neenah No. R-1030 frame, East Jordan No. 105123, and Type B cover, or approved equal.

If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout, while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test result is obtained. If the rim of a sanitary manhole needs to be reset or adjusted after successful vacuum testing, but before the expiration of the one-year warranty period, it shall be sealed and adjusted properly in the presence of the City Engineer. Failure to do so will require the manhole to be vacuum tested again.

All manhole frames shall be Neenah No. R-1030, East Jordan No., 105123, or approved equal, with Type B covers. All Type B covers shall have "City of Yorkville" and "Sanitary" cast into the lid, and shall have concealed pick holes with a machined surface and watertight rubber gasket seals. All manhole segments, including the frame and adjusting rings, shall be set with butyl rope joint sealant. Manholes shall be minimum four-foot diameter, and shall not be located in pavement, curb, gutter, or sidewalk.

All sanitary sewer manholes shall be provided with approved cast in place rubber boots (flexible manhole sleeve), having a nominal wall thickness of 3/16" with a ribbed concrete configuration and with stainless steel binding straps, properly sized and installed for all conduits.

All manholes shall be reinforced precast concrete, and shall be located at intersections and spaced at a maximum interval of 300 feet, except that a closer spacing may be required for special conditions. The maximum allowable amount of adjusting rings shall be eight inches in height using as few rings as possible. All manholes shall be marked at the time of construction with a four-inch by four-inch hardwood post neatly installed vertically and with a minimum three-foot bury and a minimum four-foot exposed. The top one-foot of the post shall be neatly painted white.

Wells and septic systems are allowed in Estate-residential developments that are not within 250 feet of water and/or sewer service. When each lot is within 250 feet of water and/or service, that lot may maintain their septic and/or well only until failure of the septic or well. At that time the lot must, if within 250 feet of the sewer and/or water line hook-up to the sewer and/or water, as the case may be, connect to the City utilities at the lot owner's sole expense. After connection to the City Sanitary Sewer System, individual septic fields shall be abandoned by pumping out the tank, knocking in the cover, and filling with dirt or stone in accordance with Health Department regulations.

TRAFFIC STUDY

A traffic study may be required, and shall include:

1. Levels of service for existing conditions;
2. Levels of service for post-construction conditions;
3. All calculations shall be conducted according to the "Highway Capacity Manual";
4. Recommendations as to additional/limited access, additional lanes, signalization, etc.

If the City of Yorkville requires a traffic study for a development, that study will be contracted for by the City, and paid for by the developer. The developer shall establish a Traffic Study deposit with the City of Yorkville, in an amount to be determined by the City Engineer. The City shall return any unused portion of the deposit to the developer upon approval of a Final Plat or Site Plan.

If the land use plan of the development changes during the approval process, the developer may be required to make additional deposits to fund re-analysis and revisions to the Traffic Study.

The need or requirement for a traffic impact study shall be determined during the concept or preliminary planning stage of the proposed development. The developer/subdivider shall meet with City of Yorkville officials during one of these stages for the purpose of determining the traffic study requirements. When the City of Yorkville requires that a traffic study be prepared based upon the above, the study shall include, but not be limited to, addressing the following issues:

INTRODUCTION: A general description of the proposed development, including it's size, location, the political jurisdiction in which the site is located, the boundary limits of the study area, and any other information needed to aide in the review of the development's traffic impacts.

PROJECT DESCRIPTION: A description of the existing and proposed land uses of the development. If alternative land uses are being proposed, the highest trip generation uses shall be assigned for each land use.

SITE ACCESSIBILITY: A clear and concise description of the proposed ingress/egress points to the proposed development, including a sight distance analysis.

EXISTING EXTERNAL ROADWAY NETWORK: A description of the existing external roadway networking the vicinity of the proposed development, to include functional classification, primary traffic control devices, signalized intersections, roadway configurations, geometric features (curves and grades), lane usage, parking regulations, street lighting, driveways servicing sites across from or adjacent to the site, and right-of-way data. The area of influence shall be determined by the traffic generated from the site, the trip distribution of traffic, and the trip assignment of the traffic generated by the development over the surrounding area road network.

EXISTING AM, PM, & TOTAL DAILY TRAFFIC VOLUMES: Existing AM, PM, and total daily traffic volumes for access driveways (if existing), intersections, and the roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. To determine AM and PM existing traffic volumes, machine counts and/or manual counts shall be conducted during a three-hour period of the morning, between approximately 6:00 AM to 9:00 AM of an average or typical weekday, and also between approximately 3:00 PM to 6:00 PM, on an average or typical weekday. Peak hour counts may be required on Saturday and/or Sunday, depending on the proposed land use. All AM and PM peak hour counts shall be recorded and summarized in fifteen-minute increments, and be included in the Appendix of the final report. Manual counts shall include vehicle classifications, i.e. passenger cars, single-unit, multi-unit trucks and buses. Traffic counts shall show both entering and exiting traffic at the proposed access points (if existing), in addition to turning and through traffic movements at critical intersections.

TRIP GENERATION RATES AND VOLUMES: Trip generation rates and volumes for each type of proposed land use shall be determined for the AM and PM peak hours, and total daily volumes may be required on Saturday and/or Sunday, depending on the proposed land use. The trip generation rates shall be calculated from the latest data available contained in the Institute of Transportation Engineer's "Trip Generation Manual". If trip generation rates for a specific land use are not available from the "Trip Generation Manual", the United City of Yorkville shall approve the substitute rates.

SITE-GENERATED TRIP DISTRIBUTION & ASSIGNMENT: The most logically traveled routes in the vicinity of the development shall be used for trip distribution and assignment purposes. The directional distribution of site-generated traffic approaching and departing the development should be shown in both graphic and tabular form. All assumptions used in the determination of distribution and assignment shall be clearly stated.

EXISTING, PLUS SITE-GENERATED TRAFFIC VOLUMES: Existing, plus site-generated traffic volumes for the AM and PM peak hours, and total daily traffic for access drives, intersections, and the roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. Traffic volumes shall show both entering and exiting traffic at the proposed access points, in addition to turning and through traffic movements at critical intersections.

FUTURE TRAFFIC (EXISTING, PLUS SITE-GENERATED) VOLUMES: Future traffic (existing, plus site-generated traffic volumes) for the AM and PM peak hours, and the total daily traffic for access drives, intersections, and roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. Projected increases in the external (non site-related) roadway traffic must also be determined. The selection of a horizon year for which traffic operation conditions are to be characterized may be considered as the date full build-out and occupancy is achieved. If the project is a large multi-phased development in which several stages of development activity are planned, a number of horizon years may be required, that correspond to the bringing on line of major development phases. Horizon dates should be times to coincide with major stages of the overall project, or to coincide with increments of area transportation system improvements.

INTERSECTION CAPACITY ANALYSIS: Proposed access driveways and influenced intersections shall be subject to an existing, plus projected, capacity analysis. Projected traffic conditions shall include the effects of any committed developments within the influenced area. The existing and projected levels of service derived from the analysis shall be used to aid in the evaluation of design and operation alternatives of the access driveways and influenced intersections. The capacity analysis shall be in accordance with the techniques described in the most recent edition of the Transportation Research Board's "Highway Capacity Manual", Special Report 209.

SIGNALIZATION WARRANTS: If it is anticipated that the development's driveway(s) or existing external non-signalized intersections will satisfy signalization warrants, a warrant analysis shall be conducted, using the projected volumes determined from the trip generation. The results of such an analysis shall be tabulated in the traffic impact study.

CONCLUSIONS AND RECOMMENDATIONS: Clear and concise descriptions of the findings shall be presented in the final report. These findings shall include all recommended improvements for access facilities, internal roadways and intersections, and external roadway and intersection improvements.

DRIVEWAY AND PARKING LOT PAVING

ALL DRIVEWAYS AND PARKING LOTS SHALL BE PAVED AS PER THE FOLLOWING SPECIFICATIONS:

1. **ASPHALT:**

A. **RESIDENTIAL**

Two-inch I-11 bituminous concrete surface, over eight-inches (minimum) of compacted CA6 limestone or crushed gravel.

B. **COMMERCIAL/INDUSTRIAL**

Three-inch I-11 bituminous concrete surface, over ten-inches (minimum) of compacted CA6 limestone or crushed gravel.

2. **CONCRETE:**

A. **RESIDENTIAL**

Six-inch Class X, over six-inches (minimum) of compacted CA6 limestone or crushed gravel.

B. **COMMERCIAL/INDUSTRIAL**

Eight-inch Class X, over eight-inches of compacted CA6 limestone or crushed gravel.

3. **PAVING BRICK:**

A. **RESIDENTIAL**

Paving brick over one inch of sand and eight inches of compacted CA6 limestone or crushed gravel.

4. **SEALCOAT:**

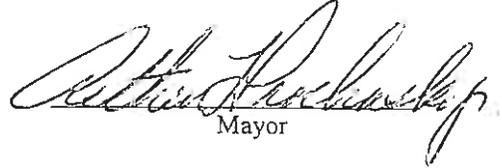
A. **COMMERCIAL/INDUSTRIAL**

An A3 seal coat, as defined by the IDOT's Standard Specifications for Road and Bridge Construction, may be allowed on areas behind the building, when used as a temporary surface, not to exceed three years, after which it must be paved to the above specifications. The same base should be ten inches (minimum) of compacted CA6 limestone or crushed gravel.

This Resolution shall be in full force and effect from and after its due passage, approval, and publication, as provided by law.

Passed and approved by the Mayor of the United City of Yorkville, Kendall County, Illinois,

This 12 day of Oct, 2004


Mayor

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

This 12 day of October 2004

ATTEST: 
City Clerk

SEAL

RICHARD STICKA



WANDA OHARE



VALERIE BURD



LARRY KOT



MARTY MUNNS



PAUL JAMES



JOE BESCO



ROSE SPEARS



STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

ORDINANCE NO. 2008- 01

ORDINANCE AMENDING TITLE 8 OF THE CITY CODE OF
THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS

Whereas, the United City of Yorkville (the "City) has determined that the protection, preservation, replacement, maintenance and restoration of the Isolated Waters of Yorkville are important goals needed to protect fragile resources which provide many public benefits to the City's residents; and

Whereas, the City directed Conservation Design Forum to prepare Wetland Protection Regulations For Water Quality and Storm Water Management Benefits for review by the City Engineer and the City Council; and

Whereas, after months of review, discussion and comment, the City is prepared to adopt and implement the Wetland Protection Regulations For Water Quality and Storm Water Management Benefits and all Appendixes attached thereto, dated January 1, 2008.

Now therefore be it Ordained by the Mayor and City Council of the United City of Yorkville, Kendall County, as follows:

Section 1. The City Code of the United City of Yorkville is hereby amended in adding the following new Chapter to Title 8:

Chapter 16
WETLAND PROTECTION AND WATER
QUALITY AND STORM WATER MANAGEMENT BENEFITS

16-1-1: Purpose: Preservation of the remaining Isolated Waters of Yorkville and Waters of the United States, in a natural condition, is necessary to maintain hydrological, economic, recreational, and aesthetic natural resource values for existing and future residents and therefore it is a long-term goal of net gain of Isolated Waters of Yorkville and Waters of the United States to be accomplished through the mitigation requirements of regulations providing for protection and management of these resources.

16-1-2: Regulations Adopted: The United City of Yorkville Wetland Protection Regulation For Water Quality and Storm Water Management Benefits, dated January 1, 2008, hereinafter referred to as "Wetland Regulations", copies of which are on file with the City Clerk are hereby adopted.

16-1-3: Permit Required: No person, firm, corporation, governmental agency or organized district shall commence any development or construction on any lot or parcel of land without obtaining a permit therefore, if required by the Wetland Regulations.

16-1-4: Enforcement: It shall be the duty of the City Administrator to enforce the provision of this title and the City Administrator or such other person as may be designated by the City Council may order work stopped whenever any development or construction is being done in violation of this title.

Section 2. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

ROBYN SUTCLIFF yg
ARDEN JOE PLOCHER yg
GARY GOLINSKI yg
ROSE SPEARS yg

JOSEPH BESCO yg
WALLY WERDERICH yg
MARTY MUNNS —
JASON LESLIE —

Approved by me, as Mayor of the United City of Yorkville, Kendall County,
Illinois, this 7 day of January, A.D. 2008.

Valerie Burd
MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County,
Illinois this 7 day of January, A.D. 2008.

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CITY CLERK

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UNITED CITY OF YORKVILLE
WETLAND PROTECTION REGULATION
FOR
WATER QUALITY AND STORMWATER
MANAGEMENT BENEFITS

THE UNITED CITY OF YORKVILLE

January 1, 2008

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Article 1
Authority and Purpose

Section 1.1 Statutory Authority

These regulations are enacted pursuant to the police powers granted to this City by The Illinois Municipal Code

Section 1.2 Findings

The United City of Yorkville finds that Isolated Waters of Yorkville and Waters of the U.S. for the Fox River, Aux Sable, Blackberry Creek, and Rob Roy watersheds including their tributaries, are indispensable and fragile resources that provide many public benefits including maintenance of surface and groundwater quality through nutrient cycling and sediment trapping as well as flood and storm water runoff control through temporary water storage, slow release, and groundwater recharge. In addition, Isolated Waters of Yorkville provide open space; passive outdoor recreation opportunities; fish and wildlife habitat for many forms of wildlife including migratory waterfowl, and rare, threatened or endangered wildlife and plant species; and pollution treatment via biological and chemical oxidation processes.

Preservation of the remaining Isolated Waters of Yorkville and Waters of the U.S. in a natural condition shall be and is necessary to maintain hydrological, economic, recreational, and aesthetic natural resource values for existing and future residents of the United City of Yorkville, and therefore the City Council declares a policy of no net loss of Isolated Waters of Yorkville and Waters of the U.S. Furthermore the City Council declares a long-term goal of net gain of Isolated Waters of Yorkville and Waters of the U.S. to be accomplished through mitigation these regulations

Section 1.3 Objectives

The principal objective of these regulations is the protection, preservation, replacement, proper maintenance, restoration, and use in accordance with the character, adaptability, and stability of the Isolated Waters of Yorkville in order to prevent their pollution or contamination; minimize their disturbance, and prevent damage from erosion, siltation, and flooding. Other objectives of these regulations include:

- Preserve and enhance the natural hydrologic and hydraulic functions and natural characteristics of watercourses and wetlands to protect water quality, aquatic habitats, provide recreational and aesthetic benefits, and enhance community and economic development
- Maintain and enhance the special aquatic resources of the City.
- Protect environmentally sensitive areas from deterioration or destruction by private and public actions
- Protect and improve surface water quality and promote best management practices of surface water runoff prior to entering lakes, ponds, wetlands, streams, and rivers
- Require planning for development to carry out water resource management including the protection of natural areas such as remnant woodland and prairie habitats, wetlands, waterways, steep topography, and highly erodible soils, in order to reduce potential impacts, or creation of unstable conditions that may promote erosion and degradation of ground and surface water quality.
- Coordination of and support for the enforcement of applicable federal, state, and county statutes, ordinances, and regulations pertaining to Waters of the U.S., floodplain regulations, and soil erosion and sediment control
- Establishment of standards and procedures for the review and regulation of the use of Isolated Waters of Yorkville
- A procedure for appealing decisions

Article 2
Definitions

Section 2.1 Definition of Terms

Terms not specifically defined shall have the meaning customarily assigned to them.

Agricultural land is land predominantly used for agricultural purposes.

Applicant is any person, firm, or governmental agency who submits an application for a permit under these regulations and shall be responsible for meeting and complying with all conditions and standards of these regulations.

BMP or best management practices is a measure used to control the adverse stormwater related effects of development, and includes structural devices (e.g., swales, filter strips, infiltration trenches, level spreaders, and site runoff storage basins designed to remove pollutants), reduce runoff rates and volumes, and protect aquatic habitats. In addition, nonstructural approaches used to prevent contamination of runoff include planning and design practices that reduce impervious areas, provide comprehensive site planning, and implement buffer zones, setback requirements, easements, and critical areas. Other nonstructural approaches include public education and maintenance programs.

Buffer is an area of predominantly vegetated land adjacent to Isolated Waters of Yorkville and Waters of the U.S. that are to be left as open space for the purpose of providing stabilization, reduction of contaminants, and eliminate or minimize impacts to such areas. For all new development, buffer areas shall consist of deep-rooted native vegetation unless otherwise approved by the Staff.

Category I wetland impact means wetland impacts to Isolated Waters of Yorkville that are less than or equal to one (1) acre and does not impact high quality aquatic resources.

Category II wetland impact means wetland impacts to Isolated Waters of Yorkville that are greater than one (1) acre and does not impact high quality aquatic resources.

Category III wetland impact means wetland impacts to roadside drainage ditches or manmade stormwater management facilities that meet the definition of Isolated Waters of Yorkville.

Category IV wetland impact means wetland impacts for the restoration, creation, and enhancement of Isolated Waters of Yorkville provided that there are net gains in aquatic resource function.

Category V wetland impact means wetland impacts to high quality aquatic resources as defined in these regulations.

Category VI wetland impact means wetland impacts to farmed wetland.

Channel is any river, stream, creek, brook, branch, natural or artificial depression, ponded area, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or manmade drainageway that has a definite bed and bank or shoreline, in or into which surface, groundwater, effluent, or industrial discharges flow either perennially or intermittently.

Channel modification is alteration of a channel by changing the physical dimensions or materials of its bed or banks, and includes damming, riprapping (or other armoring), widening, deepening, straightening, relocating, lining, and significant removal of bottom or woody rooted vegetation, but does not include the clearing of debris or removal of trash or dredging to previously documented thalweg elevations and sideslopes.

City is the United City of Yorkville.

Developer is a person, firm, or institution who creates or causes a development. The developer of any said development that is under these regulations shall be responsible for meeting and complying with all conditions and standards of these regulations.

Development is any manmade change to the land and includes –

- A the construction, reconstruction, repair, or replacement of a building or any addition to a building;
- B the installation of utilities, construction of roads, bridges or similar projects;
- C the construction or erection of levees, walls, fences, dams, or culverts;
- D drilling or mining activities;
- E the clearing of land as an adjunct of construction;
- F channel modifications, filling, dredging, grading, excavating, paving, or other nonagricultural alterations of the ground surface;
- G any direct or indirect wetland impacts including the removal of vegetation to the extent such that the wetland would no longer meet the criteria of supporting a dominance of hydrophytic vegetation as defined in the *1987 Wetlands Delineation Manual* except that which would be considered appropriate for management purposes;
- H any other activity of man that might change the direction, height, or velocity of flood or surface water, including the extensive removal of vegetation;
- I the storage of materials and the deposit of solid or liquid waste; and
- J the installation of a manufactured home on a site, the preparation of a site for a manufactured home, or the installation of a recreational vehicle on a site for more than 180 days

Development does not include maintenance of existing buildings and facilities such as resurfacing of roadways when the road elevation is not significantly increased or gardening, plowing, and similar agriculture practices that do not involve filling, grading, or construction of levees. Nor does development include agricultural uses, maintenance of existing drainage systems for the limited purpose of maintaining cultivated areas and crop production or for any agricultural uses or improvements undertaken pursuant to a written NRCS conservation plan

Ecological restoration is the re-establishment of a natural area or plant community via associated management practices such as prescribed burns, weed control, selective clearing, reintroduction of native plant species, etc.

Endangered species See Threatened and Endangered species.

Ephemeral stream is a stream whose bed elevation does not intersect with the groundwater table and carries flow only during and immediately after a runoff producing rainfall event.

Ephemeral wetland is a temporary wetland or shallow mudflat that supports a unique ecosystem. This also includes temporary and intermittent wetlands

Erosion is the process whereby soil is removed by flowing water, wave action, or wind.

Farmed wetland means wetlands that are identified by the NRCS in a Certified Wetland Determination as currently farmed, or have been farmed within 5 years previous to the permit application date, as defined in 7 CFR Part 12 (61 FR 47025)

Fen is a wetland community that occurs in areas where glacial formations are such that carbonate-rich ground water discharges at a constant rate along the slopes of kames, eskers, moraines, river bluffs, dunes, or in flats associated with these formations

Floristic inventory is a record of all existing vegetation within a defined project area. This includes all woody (trees and shrubs) as well as herbaceous plants, i.e., wildflowers and grasses

Floristic Quality Assessment (FQA) refers to a method of assessing landscapes based upon the existing vegetation. A useful method for determining the floristic quality of an area is through an analysis of the conservatism and diversity of species appearing in a plant inventory. Refer to floristic quality index and Mean C for further definition of terms

Floristic Quality Index (FQI) is a statistic derived by multiplying Mean C by the square root of the number of species inventoried. This parameter is correlated to the diversity and conservatism of native plant species present within a plant community as defined in *Plants of the Chicago Region*, 4th Ed. (Swink and Wilhelm, 1994)

Forested wetland is an area dominated by wetland plants that have a predominance of woody vegetation with periodic flooding. Two types of forested wetlands exist as defined by the Illinois Department of Natural Resources. The most common are areas adjacent to rivers and swamps with silver maple, sycamore, and cottonwood as predominant species and rotting logs littering the forest floor. Drier forested wetlands experience occasional flooding with oaks, elms and hickory as predominant species with a variety of annual and perennial plants that cover the forest floor.

Functional assessment is an assessment of a wetland's flood storage, water quality, wildlife habitat, and other beneficial functions

Groundwater is that water that is located within soil or rock below the surface of the earth.

High Quality Aquatic Resources (HQAR) means aquatic areas considered to be regionally critical due to their uniqueness, scarcity, and/or value, and other wetlands considered to perform functions important to the public interest, as defined in 33 CFR Part 320.4(b)(2). These resources include ephemeral pools, fens, forested wetlands, sedge meadows, seeps, streams rated Class A or B in the Illinois Biological Stream Characterization study, streamside marshes, wet prairies, wetlands that support Federal or Illinois endangered or threatened species, and wetlands with a native floristic quality index (FQI) of 25 or greater and a native Mean C value of 3.2 or greater.

Hydric Soils are formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper horizon of the soil.

Hydrology is the science of the behavior of water that includes its dynamics, composition, and distribution in the atmosphere, on the surface of the earth, and underground.

Hydrologically disturbed is an area where the land surface has been cleared, grubbed, compacted, or otherwise modified to alter stormwater runoff, volumes, rates, flow direction, or inundation duration.

Index of Biotic Integrity (IBI) is a biological stream characterization rating system that assesses the quality of a stream from the sum of 12 metrics based on fish population composition, quality, and abundance. The IBI value can range from 12 to 60 (low to high rating).

Isolated Waters of Yorkville means all wetlands; waterbodies such as ponds, lakes, streams, - including ephemeral and intermittent streams, and roadside ditches (that meet the criteria of wetland habitat as defined in the USACE 1987 *Wetlands Delineation Manual* and with a drainage area greater than 20-acres); farmed wetlands; and detention basins (that meet the criteria of wetland habitat); and are not under U.S. Army Corps of Engineers jurisdiction and are located within the limits of the United City of Yorkville or with any area under consideration for annexation into the United City of Yorkville

- A. The limits of Isolated Waters of Yorkville extend to the ordinary high water mark or the delineated wetland boundary.

- B Compensatory wetland mitigation created to meet these regulations or Section 404 of the Clean Water Act is not excluded.

Intermittent stream is a stream whose bed intersects the groundwater table for only a portion of the year on average or any stream that flows continuously for at least one month out of the year, but not the entire year

Lake is a body of water two or more acres in size that retains water throughout the year.

Linear Waters of the U.S. means wetlands along creeks, streams, rivers, ponds, lakes, or impoundments that are hydraulically connected to jurisdictional Waters of the U.S.

Mean C is the average coefficient of conservatism for a site. The concept of "conservatism" refers to the fundamental character of native plant species to display varying degrees of tolerance to disturbance, as well as varying degrees of fidelity to specific habitat integrity. As a result, each native species can be assigned a *coefficient of conservatism* (C value) ranging from 0 to 10, "weedy to conservative," reflecting its disposition within a defined geographic region

Mitigation is the measures that are taken to eliminate or minimize negative direct or indirect impacts caused from development activities, such as impact to Isolated Waters of Yorkville, by replacement of the resource.

Native Mean Wetness is the wetness value (W) designated to each species. This value defines the estimated probability of each species occurring in a wetland. Plants are designated as *Obligate Wetland* (OBL=-5), *Facultative Wetland* (FACW=-3), *Facultative* (FAC=0), *Facultative Upland* (FACU=3), and *Obligate Upland* (UPL=5)

Natural area is a landscape with a sufficient level of intact habitat structure and plant species composition to resemble a pre-settlement landscape, e.g., prairie, oak savanna, and other landscapes native to Kendall County

NRCS is the United States Department of Agriculture, Natural Resources Conservation Service

Open Space refers to undeveloped land that is protected from development by legislation or land that is to remain undeveloped for preservation purposes

Pond is a body of water less than two acres in size that retains a normal water level year-round.

Qualified professional is a person trained in one or more of the disciplines of biology, geology, soil science, engineering, or hydrology whose training and experience ensure a competent analysis and assessment of stream, lake, pond, and wetland conditions and impacts

Relative Importance Value (RIV) The RIV for each species is calculated by summing relative frequency and relative cover and dividing by 2. The RIV is calculated from data collected during the transect inventory.

Roadside ditches are drainage ditches created for the purpose of providing roadway drainage

Runoff is the water derived from melting snow or rain falling within a tributary drainage basin that exceeds the infiltration capacity of the soils for that basin.

Seep is a wetland, herbaceous or wooded, with saturated soil or inundation resulting from the diffuse flow of groundwater to the surface stratum.

Site is all of the land contemplated to be part of a coordinated development of one or more parcels.

Staff is the person designated by the City Administrator of the United City of Yorkville to administer and enforce these regulations

Threatened and endangered species for Kendall County as defined in the Illinois Natural Heritage Database

USACE is the United States Army Corps of Engineers.

Valid wetland delineation means an on-site wetland delineation that is conducted in accordance with the 1987 U.S. Army Corps of Engineers *Wetlands Delineation Manual* within three years of the initial permit application date

Watershed is the land area above a given point that contributes stormwater to that point.

Waters of the U.S. is a term that refers to those water bodies and wetland areas that are under the U.S. Army Corps of Engineers jurisdiction.

Wetland is land that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support, under normal conditions, a prevalence of vegetation adapted for life in saturated soil conditions (known as hydrophytic vegetation). A wetland is identified based upon the three attributes: 1) hydrology, 2) soils, and 3) vegetation as mandated by the USACE 1987 *Wetlands Delineation Manual* methodology.

Wetland impact is the direct or indirect loss of Isolated Waters of Yorkville that results from implementation of a proposed activity. This includes Isolated Waters of Yorkville that are adversely affected by flooding, excavation, dredging, fill, drainage, hydrological disturbance, vegetation removal (other than for maintenance or restoration purposes), that results from implementation of a development activity or dumping, or non-permitted discharge of chemicals or other pollutants into Isolated Waters of Yorkville

Article 3
Wetland Protection Standards and Permit Provisions

Section 3.1 General Standards

These regulations are for the region of the United City of Yorkville and based on the ecological characteristics of this region

Section 3.1.1 Buffer Requirements

- 1 Buffer areas shall be required for all areas defined as either Isolated Waters of Yorkville or Waters of the U.S. except for areas that meet a Category III definition. Isolated Waters of Yorkville are under the jurisdictional authority of the United City of Yorkville and these regulations and are defined in Section 2.1 of these regulations. Waters of the U.S. as defined in Section 2.1 of these regulations refers to areas that are under the jurisdictional authority and regulated by the United States Army Corps of Engineers (USACE).
- 2 Buffer areas are divided into two types, linear buffers and water body buffers. The following buffer requirements shall be met for all proposed development projects and provided for all wetlands except for areas meeting the definition of a Category III wetland (roadside ditches and manmade stormwater management facility, refer to Section 2.1). For areas under the jurisdiction of the USACE, the most stringent buffer requirements shall apply.
 - 1) Linear buffers shall be designated along both sides of the channel. The buffer width shall be determined as follows:
 - a. All channels except those determined to be High Quality Aquatic Resource (HQAR) shall be provided a minimum buffer of 30 feet. Also, five (5) additional feet of buffer shall be provided for each percent of buffer slope towards the channel that is greater than 10% up to a maximum of a 100-foot buffer. For example, a 30-foot buffer with a 20% slope will require an additional 50 feet of buffer for a total buffer width of 80 feet. The buffer slope shall be calculated as the average slope from the landward edge of the buffer to the top of bank of the channel or highest point in elevation immediately adjacent to the "waters", be it natural or artificial.
 - b. Streams rated Class A or B in the Illinois Biological Stream Characterization study or with an Index of Biotic Integrity (IBI) greater than 40 shall have a minimum buffer width of 100 feet on each side of the channel. (Initial IBI based on IEPA Illinois Water Quality Report A site-specific IBI assessment may override this report)
 - c. For streambank stabilization projects, those projects that involve a change in land use shall apply the minimum 30 foot buffer and up to a maximum of 100 foot buffer criteria. If the project does not involve a change in land use, then a 10 foot buffer shall be required adjacent to all streambank stabilization work.
 - 2) Buffers shall encompass all wetlands greater than ¼ acre and determined not to be a high quality aquatic resource (HQAR). The buffer width shall be determined as follows:
 - a. For all wetlands with a total surface area greater than one quarter (1/4) acre with floristic quality values of native Mean C < 2.8 and/or native FQI < 20, and determined not to be a HQAR, a minimum buffer width of 30 feet shall be established. Also, five (5) additional feet of buffer shall be required for each percent of buffer slope towards the wetland that is greater than 10% up to a maximum of a 100 foot buffer.
 - b. For all wetlands with a total surface area greater than one quarter (1/4) acre with floristic quality values of native Mean C ≥ 2.8 and native FQI ≥ 20, and determined not to be a HQAR, a minimum buffer width of 50 feet shall be established. Also, five (5) additional feet of buffer shall be required for each percent of buffer slope towards the wetland that is

greater than 10% up to a maximum of a 100 foot buffer (Refer to Section 3.1 I 2(1)a for example of calculating additional buffer based on average slope towards the wetland)

- c For all wetlands regardless of size that meet the definition of a HQAR (ephemeral pools, fens, forested wetlands, sedge meadows, seeps, streamside marshes, wet prairies, wetlands supporting Federal or Illinois endangered or threatened species, and wetlands with a native floristic quality index (FQI) of 25 or greater and a native Mean C value of 3 2 or greater), shall have a minimum buffer width of 100 feet.
- 3 Buffer areas for all linear Isolated Waters of Yorkville or Waters of the U S , shall extend from the top of bank. The buffer area for non-linear Isolated Waters of Yorkville or Waters of the U S , except wetlands, shall extend from waters edge at normal water level. The buffer area for wetlands shall extend from the edge of the approved delineated wetland boundary. A site may contain buffer that originates from Isolated Waters of Yorkville or Waters of the U.S. on another property.
 - 4 Buffer averaging shall be permitted, at the discretion of the Staff, but at no time shall the buffer width at any given point be less than 50% of the required width, and provided that the total buffer area required is achieved. A reduction of buffer width shall not occur for any portion where the adjacent landscape has a slope towards the wetland, equal to or greater than 3:1; except if an existing barrier, e.g. earthen berm, is in place that slows and/or contains the surface water runoff toward the wetland. In such case, the existing barrier shall remain in place and be incorporated into the design. The barrier shall be maintained as part of the required buffer area.
 - 5 The requirement of buffers is strictly for preservation measures of wetlands and shall not constitute enhancement measures of existing wetlands for any mitigation requirements of said development.
 - 6 Buffers shall be established using appropriate deep-rooted vegetation, protected from direct and indirect disturbance, and shall be appropriately managed and maintained according to an approved plan as provided under Section 3.2.4. Buffers shall typically consist of native vegetation unless otherwise approved by Staff.
 - 7 If a buffer area is disturbed by permitted activities during construction, the buffer area shall be stabilized following the provisions of the United City of Yorkville's Soil Erosion and Sediment Control Ordinance and planted with appropriate vegetation as stated above.
 8. Access through buffer areas shall be provided, when necessary, for maintenance purposes. Unless otherwise dedicated for a public purpose or to a public entity, buffer areas shall remain private property and shall not be generally accessible for the public.
 9. Preservation of buffer areas shall be provided by deed or plat restrictions. Only public or quasi-public property, e.g. municipal, common Homeowners Association (HOA) lot lines shall be allowed within the limits of the buffer areas.
 - 10 Features of a stormwater management system approved by Staff may be allowed within the buffer area provided it is a naturalized detention basin that consists of a natural design shape as well as native plant communities, or other naturalized stormwater management feature and provided there is no direct discharge to the wetland habitat. A stormwater management feature shall be located, at a minimum, fifteen (15) feet from the edge of wetland, or top of bank for linear buffers. Discharge from the stormwater management feature shall be directed to the outside edge of the required buffer width to allow the full width of the buffer to be used for energy dissipation and water quality protection. Staff shall review and approve, as appropriate, well-designed stormwater management systems within the buffer area on a project by project basis.
 11. Stormwater discharges that enter a buffer shall have appropriate energy dissipation measures to prevent erosion and scour. These can include, but are not limited to; level spreaders, riprap, drop catch basins (plunge pools), or other measures as deemed appropriate by Staff.

12. All buffer areas shall be maintained free from development including disturbance of soil, dumping or filling, erection of structures, and placement of impervious surfaces except as follows:
- 1) A buffer area may be used for passive recreation (e.g., bird watching, walking, jogging, bicycling, and picnicking) and it may contain pedestrian or bicycle trails, provided that the created path is no wider than ten (10) feet. Paths or trails, excluding a mowed grass path, shall be located, at a minimum, fifteen (15) feet from the edge of wetland or stream. If the path leads to a wetland, it must be designed to prevent erosion.
 - 2) Paved surfaces including trails may not occupy more than 15% of the total width of the required buffer. If a paved path or trail width is greater than 15% of the buffer width, then the path width shall be added to the overall buffer width. (For example, an eight (8) foot paved trail is being installed within a 30-foot buffer. The paved trail width is greater than 15% of the buffer width (approximately 27%). Therefore, an additional eight (8) feet – the width of the path – shall be added to the overall required buffer width for a total buffer width of 38 feet). Where grass “mow strips” are desired adjacent to paths they shall be no wider than two (2) feet on each side of the path. An eight (8) foot high clearance zone must be provided, no plant material can overhang the path within this area.
 - 3) Limestone paths, as pervious surfacing, do not require additional buffer width but still require a two (2) foot clear zone on each side of the path. Limestone paths cannot be located near a habitat that can be affected by a potential change in soil pH. The path shall not erode into the natural area. Special precautions to eliminate this may require subdrainage, edging, compaction, etc.
 - 4) Utility maintenance and maintenance of drainage facilities and drainage easements shall be allowed provided the maintenance activity meets all other federal, state, and local regulations.

Section 3.1.2 Wetland Hydrology Protection

1. Any development that may reasonably be expected to impact the recharge zone of a fen, seep, or other groundwater-driven wetland with vegetation characteristic of these habitats requires a higher level of protection. Due to the uniqueness and fragility of these habitats, the developer of any proposed development within potential recharge zones shall to the extent possible identify, maintain, and protect said recharge zones. Staff shall evaluate and determine if additional documentation is required on a case by case basis.

Section 3.1.3 Stormwater Management within Isolated Waters of Yorkville

1. Stormwater management facilities shall only be allowed in areas that meet the definition of farmed wetlands or Isolated Waters of Yorkville that contain at a minimum, vegetative cover of $\geq 75\%$ of one or more of the following species:
 - Reed Canary Grass (*Phalaris arundinacea*)
 - Purple Loosestrife (*Lythrum salicaria*).
 - Common Reed (*Phragmites australis*)
 - European or Common Buckthorn (*Rhamnus cathartica*).
 - Canada Thistle (*Cirsium arvensis*).
 - Narrow-leaved cattail (*Typha angustifolia*).
 - Sandbar willow (*Salix interior*)
- 1) The stormwater management facility shall be designed as a naturalized wetland basin that contains native vegetation communities and does not exceed a 4-foot bounce for the 100-year, 24-hour storm event. Mitigation credit for designed permanent open water area(s) shall not be granted for more than 20% of the overall required mitigation acreage. At the discretion of Staff, however, greater than 20% up to a maximum 50% mitigation credit for open water may be

applied for mitigation designs that create interspersions of open water with emergent wetland habitat. The area of the basin as measured between the contours corresponding to one (1) foot above NWL and two (2) feet below NWL shall be at least equal to the remaining impacted wetland acreage. The designed naturalized basin shall demonstrate an overall environmental improvement.

- 2) A naturalized buffer that contains appropriate native vegetation shall be provided, at a minimum, up to the High Water Level (HWL).
 - 3) A three (3) year management and monitoring plan shall be provided for the naturalized stormwater management facility. The management/monitoring plan shall include performance standards, which identify percent of seeded/planted species to be alive and apparent; vegetative cover of native, non-weedy species; and floristic quality for each monitoring year, monitoring methods, prescribed maintenance activities for the 3-year period, and long-term management provisions.
- 2 Staff may waive mitigation requirements for wetland impacts from the development of stormwater management facilities within wetland habitat if the designed naturalized wetland basin meets the above criteria. If the proposed stormwater management facility does not meet the above criteria, the mitigation requirements of Article 4 of these regulations shall apply.

Section 3.1.4 Discharge to Isolated Waters of Yorkville or Waters of the U.S.

- 1 There shall be no direct discharge of stormwater runoff to Isolated Waters of Yorkville or Waters of the U.S. without pre-treatment. Accepted methods of pre-treatment include, but are not limited to, created wetland detention basins, naturalized swales, biofiltration practices, and other measures that filter and/or detain runoff. It must be demonstrated that the proposed pre-treatment measure will remove a minimum of 80% total suspended solids (TSS) and prevent increases in water level fluctuations up to and including the 2-year event within the wetland. All discharges shall be to the wetland buffer. Pre-treatment measures may be located within the buffer with approval from the Staff. Appropriate energy dissipation measures, such as level spreaders, shall be provided to prevent erosion and scour.

Section 3.1.5 Protection of Isolated Waters of Yorkville During Development

1. All Isolated Waters of Yorkville designated for preservation shall be protected during development such that a FQI calculated two years after the commencement of development shall not be more than five (5) points less than the originally calculated FQI. The re-evaluation of all preserved wetlands shall be completed during a similar stage of the growing season as was conducted for the original assessment (± 30 days). If final build out of all lots contiguous to Isolated Waters of Yorkville has not occurred, the re-evaluation of all preserved wetlands shall be repeated each year until completion of development. If there is a decrease in the FQI value for two consecutive years, and/or a > 5 point drop in the FQI value from the original value, a wetland impact to Isolated Waters of Yorkville shall be assumed, and the mitigation requirements of Article 4 of these regulations shall apply.
- 2 The initial re-evaluation data shall be submitted to Staff during the second year after commencement of the development. All subsequent re-evaluation data shall be provided to Staff on an annual basis until final build out of the development has occurred.

Section 3.1.6 Maintenance of Stormwater Management Facilities

Dredging of stormwater management facilities that meet the definition of Isolated Waters of Yorkville for the purpose of periodic maintenance shall be allowed without the issuance of a Wetland Protection Permit given that the dredging activity will only re-establish the original design depths and measures shall be taken to preserve any wetland fringe and/or buffer (if applicable). If any disturbance to the wetland fringe is unavoidable, then the wetland fringe shall be restored with appropriate native vegetation. Dredging frequency

shall allow the habitat to be re-established. All applicable federal, state, and other local regulations and ordinances shall be met, and Staff shall approve maintenance activities prior to commencement of the activity. All spoils must be properly disposed of whether off site or on site.

Section 3.2 Wetland Permit Provisions

Section 3.2.1 Applicability

1. No person, firm, corporation, governmental agency, or organized district shall commence any development regulated by the City on any lot or parcel of land without first submittal of applicable items presented in 3.2.2 and 3.2.4 and receipt of applicable permit.
2. No lot lines shall occur in created, restored, enhanced, or preserved Isolated Waters of Yorkville or Waters of the U.S. and their associated buffer areas.

Section 3.2.2 Wetland Determination Requirements

1. Development projects near water courses, depressional areas, wetlands or Waters of the U.S. identified on National Wetlands Inventory (NWI) map, Natural Resource Conservation Service wetland map, or as requested by the City shall provide a letter of findings from a qualified professional that identifies all Isolated Waters of Yorkville, Waters of the U.S., and natural areas on or within 100 feet of the project site. Identification of each of these areas shall include a floristic inventory and floristic quality assessment (FQA) data. Offsite wetlands or Waters of the U.S., within 100 feet of project site shall be assessed for vegetative quality and size to the extent feasible. If applicant demonstrates that access to offsite property was not obtainable, the Staff may waive the requirement for surveying of offsite wetland boundaries. If no wetlands are identified within the limits of the site or within 100 feet of the site, then a wetland determination letter of findings shall be submitted that contains a brief description of the plant communities present on site and a copy of the Natural Resources Information (NRI) Report prepared by the County Soil and Water Conservation District for the site. If Isolated Waters of Yorkville or Waters of the U.S. are identified within the limits of the site or within 100 feet of the site, a Wetland Permit Submittal following Section 3.2.4 shall be required. The survey shall be completed by an individual or firm carrying the Certified Wetland Professional in training credentials or Certified Professional Wetland Scientist, or other qualified professional as approved in writing by the City Planner.

Section 3.2.3 Pre-Submittal Meeting

1. It is recommended that the applicant schedule a pre-submittal meeting with Staff to review the proposed project, discuss submittal requirements and questions the applicant may have.
2. If the proposed development contains a HQAR, a pre-submittal meeting with Staff is mandatory.

Section 3.2.4 Wetland Permit Submittal Requirements

Appendix A contains the Wetland Permit Application and Permit Submittal Flowchart. Appendix B contains the Wetland Permit Submittal Checklist for use with the permit submittal requirements. With the filing of a Wetland Permit Application, the applicant and owner (if not the applicant) grants permission to Staff and his/her designees to access said property to assess site conditions for the review and assessment of the wetland permit submittal. The Wetland Permit Submittal shall provide the following:

1. A wetland delineation report as specified in Section 3.2.5.
2. A narrative report and Site Plan that demonstrates compliance with the provisions of Sections 3.1.1 through 3.1.5 of these regulations and specifies prescribed management activities, long-term management provisions and funding mechanism, and the long-term responsible party as presented in Article 5 of these regulations for the buffer area(s).

3. USACE statement of jurisdictional determination that identifies Waters of the U.S. and Isolated Waters of Yorkville for all wetlands on the development site. A copy of the letter shall be provided to Staff.
4. For proposed impacts only to Waters of the U.S. the following requirements shall be followed:
 - 1) Completion of the Wetland Permit Application as provided in Appendix A of these regulations
 - 2) Provide a copy of the USACE permit submittal for the proposed development or a letter from the USACE that states the proposed development does not require USACE authorization. Upon receipt of any USACE, Illinois Environmental Protection Agency (IEPA), and/or Illinois Department of Natural Resources Office of Water Resources (OWR) authorizations, the applicant shall provide a copy(s) to Staff.
 - 3) All wetland impacts that occur in the City's jurisdiction shall be mitigated for within the same watershed as the impact(s) at the mitigation ratio specified by the USACE for that development impact
 - 4) Provide a Soil Erosion and Sediment Control Plan that demonstrates compliance with the City's Soil Erosion and Sediment Control Ordinance
5. For proposed impacts only to Isolated Waters of Yorkville the following information shall be provided:
 - 1) Completion of the Wetland Permit Application as provided in Appendix A of these regulations
 - 2) A statement on the permit category of impacts to be used for the development project. The categories are as follows:
 - a. Category I: Wetland impacts less than or equal to one (1) acre and does not impact a HQAR
 - b. Category II: Wetland impacts greater than one (1) acre and does not impact a HQAR
 - c. Category III: Roadside ditches and stormwater management facilities that meet the definition of Isolated Waters of Yorkville.
 - d. Category IV: Wetland impacts for the restoration, creation, and enhancement of Isolated Waters of Yorkville as approved by Staff, provided that there are net gains in aquatic resource function
 - e. Category V: Wetland impacts that affect a HQAR
 - f. Category VI: Wetland impacts to farmed wetlands
 - 3) Documentation that the development is in compliance with the Illinois Department of Natural Resources' Endangered Species Consultation Program and the Illinois Natural Areas Preservation Act [520 ILCS 10/11 and 525 ILCS 30/17].
 - 4) Documentation that the development is in compliance with the U.S. Fish and Wildlife Service's consultation program under the Endangered Species Act
 - 5) A statement on the occurrence of any HQAR on or within 100 feet of the development site.
 - 6) Mitigation plan (if applicable) that meets the requirements of Article 4 of these regulations
 - 7) For Category II or Category V impacts only: A narrative of measures taken, in sequence, to avoid and minimize wetland impacts before mitigation is considered. Category II or Category V

impacts shall also require a detailed discussion of alternative analysis to avoid, minimize, and mitigate for wetland impacts to Isolated Waters of Yorkville

- 8) **For Category III impacts only:** A narrative of the measures taken to mitigate for lost water quality functions, such as the implementation of BMPs. Approval of appropriate BMPs will be at the discretion of Staff
 - 9) **For Category IV impacts only:** A narrative of the proposed plan that demonstrates net gains in aquatic resource functions
 - 10) **For Category VI impacts only:** A narrative of mitigation measures that will provide an environmental benefit, e.g. improved habitat, water quality, etc
 - 11) Soil erosion and sediment control measures following the City's Soil Erosion and Sediment Control Ordinance.
6. For proposed impacts to both Isolated Waters of Yorkville and Waters of the U.S., the wetland submittal shall include all applicable items within Section 3.2.4

Section 3.2.5 Requirements for Wetland Delineation

Before any development in or near Isolated Waters of Yorkville or Waters of the U.S., a wetland delineation that identifies the boundaries, location, function, and applicable floristic quality of all onsite Isolated Waters of Yorkville and Waters of the U.S. as well as a floristic inventory and FQA data of natural areas on the project site shall be submitted. The presence and limits of wetland areas shall be determined by a valid wetland delineation conducted in accordance with the 1987 USACE *Wetlands Delineation Manual*. Delineations for permitting purposes shall generally be performed only during the period beginning the 2nd week of March and ending the first week of December. At the discretion of Staff, the acceptable delineation period may be modified due to unusual weather or other conditions. Any presence of farmed wetlands shall be determined by the Natural Resource Conservation Service (NRCS).

For Isolated Waters of Yorkville and Waters of the U.S. within 100 feet of the development property for which an on-site delineation is not possible, then wetlands identified on a NWI map may be sufficient.

The following are minimum requirements for the Wetland Delineation Report:

- 1) A plan shall be submitted that shows the exact location of Isolated Waters of Yorkville and Waters of the U.S. within the development boundaries. The wetland boundary shall be flagged in the field and in order to determine buffer and any applicable wetland mitigation requirements, the wetland boundary shall be surveyed.
- 2) An aerial photograph with wetland and development boundaries delineated
- 3) A copy of the following maps (most recent available) with the development boundary delineated:
 - 1) USGS topographic map.
 - 2) Kendall County soil survey map.
 - 3) NWI map
 - 4) FEMA floodplain map
- 4) Completed USACE data sheets with representative color photographs provided for each data point.
- 5) A description of each wetland habitat(s) that includes the following:
 - 1) FQA data that follows the methods provided in Swink, F. and G. Wilhelm's Plants of the Chicago Region (latest edition). In general, the floristic inventory shall be conducted between

May 15th and October 15th At the discretion of Staff, the acceptable vegetation assessment period may be modified due to unusual weather or other conditions. Floristic assessments conducted outside this time period may require additional sampling during the growing season to satisfy this requirement

- 2) Wildlife habitat assessment for each wetland that evaluates utilization of the wetland by wildlife, interspersed and structure of vegetative cover (number of plant communities, e.g., emergent marsh, wet prairie, seep, forested, etc., present within the wetland system), and ratio of vegetative cover to open water
 - 3) Description of the present functions provided by each wetland
6. For all farmed wetlands that are present within the project site, the NRCS Certified Wetland Determination Report shall be provided.

Section 3.2.6 Wetland Permit Conditions

1. Staff shall attach any additional reasonable permit conditions considered necessary to ensure that the intent of the Wetland Protection Ordinance will be fulfilled, to avoid, minimize or mitigate damage or impairment to, encroachment in, or interference with natural resources and processes within the protected wetlands or watercourses, or to otherwise improve or maintain the water quality.
2. Any change in the size or scope of the development and that affects the criteria considered in approving the permit as determined by Staff or City Council as applicable, may require the filing of a new wetland permit submittal
3. Any temporary, seasonal, or permanent operation that is discontinued for one (1) year shall be presumed to have been abandoned and the wetland permit automatically voided. Abandonment of the project may subject the permittee to forfeiture of the performance security.
4. Any permit granted under these regulations may be revoked or suspended by Staff or City Council, as applicable, after notice and an opportunity for a hearing, for any of the following causes:
 - 1) A violation of a condition of the permit
 - 2) Misrepresentation or failure to fully disclose relevant facts in the application
 - 3) A change in site condition(s) that requires a temporary or permanent change in the proposed activity
5. A developer who has received a wetland permit under these regulations shall comply with the following in connection with any construction or other activity on the property for which the wetland permit has been issued:
 - 1) Comply with the City's Soil Erosion and Sediment Control Ordinance.
 - 2) Maintain clear delineation of the protected wetlands and wetland buffers during the on-going development activities.
6. The wetland permit shall remain effective for two (2) years. The granting authority upon request by the permittee may approve a maximum one (1) year extension.

Article 4
Wetland Impacts and Mitigation Requirements

Section 4.1 Unmitigable Wetland Impacts

1. Wetlands of any size identified as having a FQI greater than or equal to 35 or mean C value of 35 or greater shall not be impacted via flooding, excavation, dredging, fill, drainage, or other hydrological disturbance, vegetation removal (other than for maintenance or restoration purposes) as part of any development or dumping, or non-permitted discharge of chemicals or other pollutants. The FQI is solely based on the wetland vegetation. To determine the floristic value of the wetland, buffers and adjacent plant communities shall not be included in the calculation.

Section 4.2 Wetland Mitigation Requirements

Section 4.2.1 General Mitigation Requirements

1. Mitigation shall be required for all impacts, regardless of size to Category V wetlands.
2. Mitigation shall be required for wetland impacts greater than or equal to ¼ (0.25) acre to Isolated Waters of Yorkville defined under Category I, Category II, and Category VI wetland impacts.
3. Mitigation shall provide for the replacement of the wetland habitat impacted due to development activities at the following ratios (creation acreage to wetland impact acreage):
 - 1) A minimum of 1.5:1 for wetland impacts under Category I or II that are not to a HQAR and are mitigated on-site.
 - 2) A minimum of 1:1 for wetland impacts under Category VI and are mitigated on-site.
 - 3) A minimum of 10:1 for wetland impacts that are to a HQAR under Category V and are mitigated on-site.
4. Wetland impacts covered under Category III will not require mitigation *per se*, but at a minimum, shall replace the water quality functions through BMP's as approved by Staff.
5. No mitigation is required for Category IV wetland impacts provided the restoration, creation, or enhancement contributes a net gain of aquatic resource function(s). Category IV wetland impacts, however, shall be required to provide all Wetland Permit Submittal Requirements, as applicable, following Section 3.2.4 of these regulations.
6. Wetland mitigation shall be designed wherever possible to restore wetland hydrology to historic hydric soils that have been drained or dewatered. Grading activities for wetland creation and/or restoration should be minimized.
7. Mitigated wetlands shall be designed to optimize hydrologic stability and native species diversity. Designed permanent open water area(s) shall not constitute more than 20% of the required mitigation acreage. At the discretion of Staff, however, greater than 20% up to a maximum 50% mitigation credit for open water may be applied for mitigation designs that create interspersions of open water with emergent wetland habitat.
8. Any creation of wetlands for required mitigation shall take place only within areas that are not of a remnant plant community, wetlands, or other natural areas.
9. Enhancement within existing wetlands may be used as part of the mitigation credits, provided that at a minimum, wetland creation and/or restoration is at a 1:1 ratio, the mitigation creation/restoration is provided on-site, and the impacted wetland(s) does not meet the definition of HQAR. Mitigation credit for enhancement measures will be at a 0.25:1 ratio (0.25 acre credit for every 1.0 acre enhanced).

10. All wetland mitigation areas shall be buffered according to the requirements of Section 3.1.1. No buffer is required for that portion of a wetland mitigation area that is adjacent to an existing preserved wetland.
11. A five-year wetland mitigation irrevocable letter of credit in favor of the City or equivalent security for 110% of mitigation cost following the provisions of Article 10 of these regulations shall be submitted prior to receipt of the permit.
12. For those impacts that will have a total wetland impact of less than or equal to 1.0 acre and not affect a HQAR, the fee-in-lieu of mitigation option may be required by the City. Conditions under which the fee-in-lieu option may be required include, but are not limited to:
 - 1) There are no other on-site or immediately adjacent wetlands that could be expanded.
 - 2) The total size of the impacted wetland is 2.0 acres or less and due to development conditions, the long-term viability of the wetland is questionable.

In addition, the fee-in-lieu option may be used by the developer for wetland impacts; this will be at the discretion of Staff and City Council. Fees paid in lieu that are not required by Staff and City Council, shall be comparable to the cost of mitigation off-site, but within the same watershed as the wetland impact, including land costs. The mitigation rate shall be 1 ½ (1.5) times the on-site required mitigation acreage for calculation of the estimate of probable mitigation cost for non-HQAR sites. The mitigation rate shall be 3.0 times the on-site required mitigation acreage for calculation of the estimate of probable mitigation cost for HQAR sites. Fees paid in lieu that are required by City Council with Staff's recommendation shall be comparable to the cost of on-site mitigation, including land costs.

13. Wetland impacts occurring prior to issuance of a Wetland Permit shall presume the wetland disturbed was a HQAR and shall require mitigation at a minimum rate of 10:1.

Section 4.2.2 Mitigation Hierarchy

All mitigation shall occur within the limits of the City's jurisdiction. For the off-site mitigation purposes of these regulations, wetland mitigation shall occur within the same primary watershed (Aux Sable or Fox River) as the wetland impact, unless there is an available wetland mitigation bank within the sub-watershed corresponding to the impact (Blackberry, Rob Roy). Mitigation shall use the following hierarchy:

1. On-site wetland mitigation is preferred, but only if the applicant can document that the mitigation can expand the extent or improve the quality of other existing, undisturbed on-site or immediately adjacent wetlands or on-site mitigation will create or restore a wetland equal to or greater than 1.5 acres in size. On-site mitigation shall meet the requirements of Article 4 of these regulations.
2. Off-site wetland mitigation within the same primary watershed as the wetland impact or within an approved wetland mitigation bank located within the primary watershed when on-site mitigation is not feasible. Required mitigation acreage shall be the on-site required mitigation acreage. Off-site created or restored wetland mitigation shall meet the requirements of Article 4 of these regulations.
3. Mitigation as a fee-in-lieu payment option that is not required by the City. The mitigation rate shall be 1 ½ (1.5) times the on-site required mitigation acreage for calculation of the estimate of probable mitigation cost for non-HQAR sites, 3.0 times for HQAR sites.
4. Off-site wetland mitigation within the same primary watershed as the wetland impact and meets the requirements of Article 4 of these regulations or within an approved wetland mitigation bank located within the primary watershed. Required mitigation acreage shall be 1 ½ (1.5) times the on-site required mitigation acreage for non-HQAR sites, 3.0 times for HQAR sites.

- 5 Off-site wetland mitigation and outside the primary watershed of the wetland impact or within an approved wetland mitigation bank located outside the primary watershed shall require three (3) times the on-site required mitigation acreage and meet the requirements of Article 4 of these regulations

Section 4.3 Wetland Mitigation Plan

- 1 In addition to the requirements of Article 3, if wetland mitigation is required a wetland mitigation plan shall be submitted Refer to Appendix C for the wetland mitigation plan checklist. At a minimum, the wetland mitigation plan shall contain the following
- 1) Narrative description of wetland impacts and proposed mitigation. Include a summary table with acreage for each existing wetland, proposed impact, and proposed mitigation
 - 2) A narrative of the proposed plan that includes a description of the proposed hydrologic regime, planting plan, soils, and site geomorphology, where applicable
 - 3) Provide a Wetland Mitigation Plan Graphic that depicts each wetland impact and all proposed wetland mitigation and limits of required wetland buffer areas and contains the planting plan for each proposed plant community, existing and proposed grades with 1-foot contour lines, protection measures for all preserved wetlands, and location of water level structures, BMPs (if applicable)
 - 4) Specifications for wetland mitigation, which includes but is not limited to the following:
 - a. Earthwork - rough and final grading, allowable compaction limits, treatment of compacted soils, and topsoil placement
 - b. Compliance with the City's soil erosion and sediment control ordinance
 - c. Water control structures, if applicable.
 - d. BMP design and implementation if proposed within wetland buffer area
 - e. Seed/plant installation that includes seed/plant bed preparation; procurement, list of plant material by scientific and common name including seeding and planting rates for each designated plant community, initial maintenance requirements and warranty performance criteria, and any special planting provisions.
 - 5) Provide a proposed implementation schedule that includes site preparation, installation of soil erosion and sediment control measures, planting schedule, and post-planting maintenance and monitoring schedule that indicates approximate month and year for each of the proposed activities.
 - 6) Provide a maintenance and monitoring plan that identifies activities during the 5-year monitoring period and follows the requirements of Sections 4.4 and 4.5 of these regulations. Activities should include, but not limited to, control of undesirable plant species, herbivore control, trash removal, prescribed burn management, enhancement planting, bi-annual monitoring events, and any other necessary activities.
 - 7) All wetland mitigation shall include a plan for the long-term management and maintenance of the preserved wetlands, mitigation wetlands, and their associated buffers. This plan shall include a description of the sources of funding, and designation of the long-term responsible party that follows the provisions of Article 5 and as approved by Staff In addition, the long-term management plan shall identify long-term management strategies that include but not limited to prescribed burn management for all applicable portions of the mitigation If burn management is

not utilized, documentation shall be submitted that specifies the reasons why burn management will not be used and describes alternative management strategies that are known to be effective. Alternatives such as herbicide application or weed pulling shall be applied with Staff approval.

- 8) If the owner is different than the applicant, identify the owner of the site and provide a written assurance from the owner that the applicant has permission to use the site for mitigation

Section 4.4 Wetland Mitigation Monitoring Protocol

- 1 Following the general USACE guidelines, a 5-year mitigation monitoring period shall be required to assess the success of the mitigation. The first monitoring year is considered the first full growing season after planting. In general, if the full mitigation plan including seeding/planting is completed by end of May in a particular year, that year can be considered the first monitoring year. If installation is not completed until later in the growing season, then the first monitoring year will be the next calendar year.
- 2 Provide a description of a monitoring protocol that meets the following provisions.

1) General Sampling Methods.

- a. Monitoring for every year of the required monitoring period shall include two (2) monitoring events: one in late spring (May – mid-June) and the second during the late summer period from mid-August to mid-October.

The purpose of the spring visit is a qualitative assessment of the mitigation site, accomplished through meander search methodology throughout the entire mitigation area, including the buffer area, and inventories of vegetation across the different plant communities/zones. Denote any site conditions where land management should be addressed (e.g., weed control, herbivory impacts, soil erosion, and sedimentation impacts). The spring site visit shall be documented in a field report as described in Section 4.6.

- b. The second monitoring event shall provide a more detailed qualitative assessment, and conduct quantitative sampling along transect lines and document site conditions with photographs that are taken at permanent photo stations.

The general inventory and FQA data shall be compiled and summarized in the annual monitoring report as described in Section 4.6.

2) Transect Sampling Methods.

- a. Generally, at least one (1) transect line shall be established within each of the proposed wetland mitigation areas and within each plant community across the mitigation site, including one in the buffer area. Transect locations shall be documented so that sampling can be repeated year to year.
- b. A sufficient number of quadrants shall be sampled along each transect line to provide full representation of the plant community. In general, a minimum of ten (10) 0.25 square meter quadrants per transect is sufficient. Quadrant intervals and number will depend on the size and uniformity of the plant community.

The sampling procedure includes the recording of all plant species within the quadrant and the assignment of a cover value. For further detail of the sampling method refer to the "Monitoring Vegetation" chapter in The Tallgrass Restoration Handbook: for prairies, savannas, and woodlands (Packard, S. and Mutel, C. 2005).

From these data, the Mean C, FQI, and relative importance values (RIV) are generated and are to be compared with results of the previous monitoring events.

3) Additional Monitoring Parameters

In addition to the FQA method stated above, some projects may require additional monitoring parameters for the mitigation and/or preserved wetland(s) such as hydrology, wildlife, etc. The requirements of additional monitoring parameters shall be reviewed and required (if any) by Staff on a project by project basis

4) Preliminary Wetland Delineation

A preliminary wetland delineation of the mitigation wetland(s) boundary shall be conducted during the third (3rd) year of monitoring. The extent of developed wetland shall be based on the prevalence of hydrophytic vegetation. If the delineated wetland acreage deviates negatively, 10% or greater than the required mitigation acreage, the developer shall be required to prepare and submit a Remedial Action Plan to Staff. Refer to Section 4.7 Mitigation Requirements for Non-performing Wetlands.

5) Final Wetland Delineation.

A final wetland delineation of the mitigation wetland(s) boundary shall be conducted during the fifth (5th) monitoring year

Section 4.5 Wetland Mitigation Performance Standards

1. Erosion Control – A biodegradable erosion blanket shall be used for areas up to the 2-year stage and a temporary cover crop shall be seeded within the wetland mitigation, which includes the buffer area above the 2-year stage, within seven (7) calendar days of completion of construction activities. If the developer is unable to comply with the 7-day requirement then the developer shall follow the City's Soil Erosion and Sediment Control Ordinance. Any additional soil and erosion control measures shall be in accordance to the City's Soil Erosion and Sediment Control Ordinance

2 Floristic Quality Assessment

1) General Inventory

- a. By the end of the third full growing season, 30% of the seeded species and 90% of the plugged species should be present; and native Mean C and native FQI values shall be greater than or equal to 2.5 and 15, respectively, for each installed plant community
- b. By the end of the fifth full growing season, 40% of the seeded species and 80% of the plugged species should be present. The native Mean C and FQI values shall be equal to or greater than 3.2 and 20, respectively, as measured for each plant community type that comprises the mitigation area, including the native plant community within the buffer area. The native Mean C and FQI values should increase each successive year after installation.
- c. By the end of the fifth full growing season, the native Mean W shall be less than or equal to zero (0) for each of the wetland communities.

Generally, prior to the fifth monitoring year, the FQA data presented in the annual report should reflect a positive trend in floristic metrics in order to be confident that the mitigation shall meet the stated performance standards in the fifth year. If the mean wetness coefficient is greater than zero (0), this is an indication that wetland conditions are not developing. If the native Mean C has not increased from the previous year's monitoring

results, this is an indication that additional management activities may be required. It is in the permittee's best interest to take necessary measures early in the project in order to ensure compliance with the proposed wetland mitigation

2) Transect Inventory.

- a. The RIV of total native plants should increase each successive year after installation

Generally, at the transect level there should be a positive trend in the floristic metrics for the mitigation monitoring period. If such a trend is observed, one can conclude that for a particular plant community all reasonable measures have been taken to manage that area

3. General Standards

- 1) By the end of the third full growing season, there shall be no area, across the entire mitigation site, greater than 1 square meter that is devoid of vegetation, as measured by aerial coverage, unless specified in the approved mitigation plan. Overall aerial coverage must be 90%, and seedlings of at least 50% of all seed species found.
- 2) By the end of the fifth full growing season, there shall be no area, across the entire mitigation site, greater than 0.5 square meter that is devoid of vegetation, as measured by aerial coverage, unless specified in the approved mitigation plan. Overall aerial coverage must be 99%, and seedlings of at least 40% of all seed species found.
- 3) By the end of the fifth full growing season, none of the three most dominant plant species in any of the communities that comprise the mitigation site, which includes the buffer area, may be non-native or weedy species including, but not limited to, Reed Canary Grass, Common Reed, Kentucky Blue Grass, Purple Loosestrife, Narrow-leaved cattails, Sandbar Willow, Field Thistle, sweet clover, woody shrubs such as buckthorn, Eurasian honeysuckles, European High Bush Cranberry, and other non-native, weedy species
- 4) By the end of the fifth full growing season, the proposed wetland acreage as depicted in the approved plan shall have been achieved. The extent, or deficiency of wetland acreage, that has not been achieved, is the extent to which the developer shall be liable. Refer to Section 4.7 Mitigation Requirements for Non-performing Wetlands
- 5) Should the developer choose to provide additional required mitigation credits via creation, restoration, or enhancement measures, the developer shall be required at a minimum, to maintain and monitor the creation, restoration, or enhancement wetland(s) for an additional three (3) years. Should the developer choose to provide enhancement measures, the developer shall provide baseline floristic data of the proposed enhancement wetland(s).
- 6) Additional Proposed Criteria – Depending upon the mitigation plan submitted there may be additional criteria required to supplement the above standards. These shall be evaluated on a project by project basis.

Section 4.6 Post Construction Submittal Requirements

1 Submit as-built conditions to Staff for review and approval as identified below

- 1) Final Grading – upon completion of final grading but before planting, submit certified as-built plans with benchmarks that depict elevations in the mitigation area(s), including invert elevations of all water control structures. The normal water level elevation and resulting acreage of open water, if applicable, shall be specified. Provide a narrative explanation for any deviation from

the approved mitigation plan. If the grades are not within 0.2'± of the approved plan, the permittee may be responsible for taking necessary corrective measures.

- 2) Vegetation – submit a list of the actual species seeded and planted by scientific and common names for each community zone, including the quantity of each species installed (seed weight/acre, number of plugged plants/acre), dates of seeding and/or planting, source of stock, and the installation method(s). The vegetation as-built submittal shall include the Wetland Mitigation Plan graphic that demarks the limits of each community zone installed and identifies any revisions to the planting plan.

2 Monitoring Reports

- 1) Field reports shall be prepared and submitted to Staff within four (4) weeks of the spring monitoring visit. The field report shall include a brief description of existing site conditions and proposed management activities that should be addressed during the present growing season.
- 2) Annual monitoring reports shall be prepared and submitted to Staff by December 30th of the monitoring year. The annual reports shall include the FQA data and discussion of FQA results, when applicable, discussion of adherence to the appropriate performance standards, narrative of the general site conditions, identification of management activities that occurred during the growing season, recommended management activities to occur over the successive 12-month period, and photographs from the established photo stations.

The first year monitoring report shall also include a description of the transect line locations as well as a graphic of the Wetland Mitigation Plan that denotes the location of all established transect lines and permanent photo stations.

Years 3 and 5 monitoring reports shall include the results of the surveyed wetland delineation including completed data forms and a graphic that depicts the location of data points.

Section 4.7 Mitigation Requirements for Non-performing Wetlands

1. If the Preliminary Wetland Delineation, performed during the third monitoring year, determines that the delineated wetland acreage deviates negatively, 10% or greater than the required mitigation acreage, the developer shall be required to prepare and submit a Remedial Action Plan to Staff. The Remedial Action Plan shall address measures that will be undertaken to resolve the lack of wetland habitat. A Remedial Action Plan shall be submitted to Staff within sixty (60) days of submitting the preliminary wetland delineation findings. If the developer fails to comply with the provisions of this section, the City may draw upon the required performance security following the provisions of Article 10 of these regulations to remediate the mitigation site conditions.
2. If the Final Wetland Delineation, performed during the fifth monitoring year, determines that the delineated wetland acreage does not meet the required mitigation wetland acreage, Staff may require an extension of the 5-year monitoring period, payment of fee-in-lieu equivalent to the costs associated with the construction, planting, monitoring and maintenance of the wetland acreage that is lacking, or request other measures to meet the intention, requirements, and spirit of these regulations. Failure to meet the required wetland acreage shall be reviewed and measures required on a project by project basis.
3. In addition, if Staff or his/her agent determines that the wetland mitigation does not meet the Wetland Mitigation Requirements of Section 4.2 and the Wetland Mitigation Performance Standards of Section 4.5, the developer shall meet with Staff to determine the acceptable means by which the developer shall meet his/her wetland mitigation obligation(s). Based upon the review and decision of Staff and City Council, the developer may be required to:

- 1) Continue management and enhancement measures of the mitigation area(s) for a specified period beyond the 5-year monitoring for the improvement of vegetative quality and diversity in order to meet the required performance standards of these regulations
 - 2) Provide additional mitigation credits through enhancement measures for other existing wetland(s)
 - 3) Provide funding into the fee-in-lieu program.
- 4) If Staff and City Council requests that the developer meet his/her mitigation requirements via payment in-lieu, Staff shall make an estimate of the probable cost of mitigating for the deficiency in performance. Staff shall have the right to draw on the performance security the amount of funds appropriate to remedy the wetland mitigation to meet the performance standards, conditions, and wetland protection standards of these regulations. The remainder of the performance security shall then be released. The amount withheld for remedy of the mitigation shall be deposited in the fund created under and expended in the manner described in Article 11.

Article 5
Long-Term Maintenance Provisions

Section 5.1 Long-term Maintenance

- 1 Unless maintenance responsibility has been delegated to and accepted by another person under this section, the owner shall maintain that portion of the preserved and mitigation wetlands and their associated buffers. With the approval of the Staff the preserved and mitigation wetlands and their associated buffers may be:
 - 1) Dedicated or otherwise transferred to and accepted by the City or other public entity.
 - 2) Conveyed or otherwise transferred to and accepted by a homeowner's association, or similar entity, with the members being the owners of all lots or parcels comprising the development.
 - 3) Conveyed to a person or entity that specializes in conservation and protection of wetlands.

Section 5.2 Transfer to City or Other Public Entity

- 1 If any portion of the preserved and mitigation wetlands and their associated buffers is to be dedicated or otherwise transferred to the City or other public entity under Section 5.1.1, appropriate easements for ingress and egress and maintenance of such portions shall be reserved for the benefit of such entity on the final plat.

Section 5.3 Transfer to Homeowner's or Similar Association

- 1 If any portion of the preserved and mitigation wetlands and their associated buffers is to be conveyed or otherwise transferred to a homeowner's or similar association under Section 5.1.2 then:
 - 1) Appropriate easements for ingress and egress and maintenance of such portions shall be reserved for the benefit of such association and the City on the final plat
 - 2) The association shall be duly incorporated and a copy of the Certificate of Incorporation, duly recorded, and bylaws and any amendment to either of them, shall be delivered to Staff
 - 3) The bylaws of the association shall, at a minimum, contain the following:
 - a A provision acknowledging and accepting the association's obligation to maintain those portions of the preserved and mitigation wetlands and their associated buffer areas conveyed or otherwise transferred to it under these regulations
 - b A mechanism for imposing an assessment upon the owners of all of the lots or parcels comprising the development that is sufficient, at a minimum, to provide for the maintenance of those portions of the preserved and mitigation wetlands and their associated buffers conveyed or otherwise transferred to it under these regulations, and the payment of all taxes levied thereon. A Special Service Area shall be established for the development area to provide an ongoing revenue source in the event that the homeowners association is not managing the wetland
 - c A provision adopting the plan of long-term maintenance set forth in the application for a wetland permit, with approved amendments
 - d A provision identifying the officer of the association responsible for carrying out the obligations imposed upon the association under these regulations
 - e A provision requiring the consent of the City to any amendment of the bylaws changing any of the provisions of the bylaws required by these regulations.
 - f A provision requiring the consent of the City to the dissolution of the association.

- 4) Any conveyance or other instrument of transfer delivered under Section 5.1 2 shall include a covenant that imposes upon the association the obligations set forth in this section and the association's affirmative acceptance thereof.

Section 5.4 Conveyance to a Person or Entity Specializing in Conservation

1. If any portion of the preserved and mitigation wetlands and their associated buffers are to be conveyed to a person or entity under Section 5.1 3 then:
 - 1) Appropriate easements for ingress and egress and maintenance of such portions shall be reserved for the benefit of the City on the final plat.
 - 2) The final plat shall contain a legend imposing the maintenance obligations of this section upon the grantee and his successors in interest as a covenant running with the land and incorporating by reference the plan of long-term maintenance set forth in the application for a wetland permit, with approved amendments.
 - 3) The final plat shall contain a legend reserving the right of the City to enter upon the land to perform the maintenance required in this section if the owner does not do so and to place a lien against the land for the cost thereof.
 - 4) A Special Service Area shall be established for the development area to provide an ongoing revenue source in the event that the person or entity is not managing the wetland.
 - 5) Any conveyance delivered under Section 5.1 3, and any subsequent conveyance, shall include a covenant that imposes upon the grantee the obligations, restrictions and provisions set forth in this section and the grantee's affirmative acceptance thereof

Section 5.5 Incorporation of Maintenance Obligations in Wetland Permit

1. The provisions of this section shall be incorporated by reference in the wetland permit and the developer's acceptance of the permit shall be deemed to be the developer's acceptance and assumption of the obligations imposed under this section. The developer shall record such obligations on the deed.

Article 6
Fees, Enforcement and Penalties

Section 6.1 Fees and Application Review Times

1. Applications for a wetland permit under these regulations shall be accompanied by a non-refundable administrative application fee in an amount of \$100. In addition, the developer shall provide a minimum review deposit in the amount of \$5,000 that will be drawn on for the hourly fee invoices of outside consultant(s) who may be retained by the United City of Yorkville in connection with the review of the application. In the event the review deposit is drawn down to less than \$1,000, the developer shall be required to provide an additional deposit to re-establish the deposit balance to \$5,000. In the event the cost of the services of the consultant(s) is less than the review deposit, the developer shall be refunded the balance. A denial of an application for a wetland permit shall not affect the developer's obligation to pay the review fee provided for in this Section.
2. Additional fees for wetland mitigation construction administration and review will be covered under the Administration Fee based on the approved estimate of costs.
3. Permit applications shall be approved or denied within 30 business days of a complete permit submittal; if written approval or denial of the permit has not been received within 30 business days, the permit application shall be assumed to be approved. The application review period begins once all submittal items are provided to Staff.

Section 6.2 Enforcement

1. One of the primary duties of Staff or his/her agent shall be the review of all wetland submittal applications and issuance of wetland permits for those projects that are in compliance with the provisions of these regulations. Staff shall be responsible for the administration and enforcement of these regulations.
2. Staff or his/her agent, officer, or employee shall have authority under these regulations to enter upon privately owned property for the purposes of inspecting any development activity to ensure the activity conforms with requirements, standards, and provisions of these regulations and/or the terms and conditions of an issued wetland permit.
3. If a wetland mitigation area is constructed as part of the wetland permit, Staff or his/her agent shall at a minimum perform the following inspections:
 - 1) After final grading and before seeding or plant installation
 - 2) After seeding and plant installation
 - 3) Annual inspections during the 5-year monitoring and maintenance period.

Section 6.3 Penalties and Legal Actions

1. Whenever Staff or his/her agent finds a violation of these regulations, or of any permit or order issued pursuant thereto, Staff or City Council, as applicable, may issue a stop-work order on all development activity on the subject property or on that portion of the activity that is in direct violation of the Ordinance or withhold issuance of a Certificate of Occupancy, permits or inspection until the provisions of these regulations, including any conditions attached to a wetland permit, have been fully met. Staff shall issue an order that (1) describes the violation (2) specifies the time period for remediation, and (3) requires compliance with these regulations prior to the completion of the activity in violation. Failure to obey a stop-work order shall constitute a violation of these regulations.
2. In the event a violation involving illegal alteration of an Isolated Waters of Yorkville as protected under these regulations, the City shall have the power to order complete restoration of the Isolated Waters of Yorkville by the person or agent responsible for the violation. If such responsible person or agent does not prepare and submit a restoration plan for review and approval by Staff within 30 days of notice of violation, the City shall have the authority to restore the affected Isolated Waters of Yorkville to their prior condition wherever possible, and the person or agent responsible for the original violation shall be held liable to the City for the cost of such restoration.

- 3 In addition to the rights and remedies herein provided to the City, any person violating any of the provisions of these regulations shall be subject to a fine in an amount not exceeding Seven Hundred and Fifty Dollars (\$750.00) for each offense. Each calendar day a violation continues to exist shall constitute a separate offense.

Article 7
General Provisions

Section 7.1 Scope of Regulation

- 1 These regulations applies to all new development as well as any dumping or non-permitted discharge of chemicals or other pollutants into Isolated Waters of Yorkville within the United City of Yorkville and all new development within an area under consideration for annexation into the United City of Yorkville. Any person undertaking a development having a wetland on the project site or a wetland within 100 feet of the project site shall obtain a wetland permit from Staff. This includes any new development on partially developed sites

Section 7.2 Exemptions

- 1 These regulations do not apply to:
 - 1) Development which has obtained preliminary or final plat approval within the past 12 months before the effective date of these regulations
 - 2) Wetland impacts that have occurred before the effective date of these regulations.

Section 7.3 Severability

- 1 The provisions of these regulations shall be severable in accordance with the following rules:
 - 1) If any court of competent jurisdiction shall adjudge any provision of these regulations to be invalid, such judgment shall not affect any other provision of these regulations
 - 2) If any court of competent jurisdiction shall adjudge to be invalid the application of any provision of these regulations to a particular parcel of land or a particular development, such judgment shall not affect the application of said provision to any other land or development

Section 7.4 Abrogation and Greater Restrictions

- 1 These regulations are not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where these regulations and other ordinances, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
2. When provisions of these regulations differ from any other applicable law, statute, ordinance, rule, or regulation, the more stringent provision shall apply

Section 7.5 Effective Date

These regulations shall be in full force and effective from and after its passage, approval, and publication according to law. The effective date of these regulations is January 8, 2008

Article 8
Variances and Appeals

Section 8.1 Variances

- 1 The developer may apply to the City Council for a variance. The City Council shall have the authority to grant variances from these regulations, but only in compliance with the procedures set forth in Section 8.1.
- 2 The petition for a variance shall accompany or follow an application for a Wetland Permit and shall include all necessary submittal items.
- 3 Every variance petition filed pursuant to this Section 8.1 shall provide the following information:
 - 1) The specific feature or features of the proposed construction or development that require a variance.
 - 2) The specific provision(s) of these regulations from which a variance is sought and the precise extent of the variance therefrom.
 - 3) A statement of the characteristics of the development that prevent compliance with the provisions of these regulations.
 - 4) A statement that the variance requested is the minimum variance necessary to permit the development.
 - 5) A statement as to how the variance requested satisfies the standards set forth in Section 8.1.4 of these regulations.
4. The City Council may grant such petition for a variance only when it is consistent with the general purpose and intent of these regulations and when the development meets the majority (four or more) of the following conditions:
 - 1) The relief requested is the minimum necessary and there are no means other than the requested variance by which the alleged hardship can be avoided or remedied to a degree sufficient to permit the reasonable continuation of the development.
 - 2) Demonstration that failure to grant the variance would result in exceptional hardship to the developer. Economic hardship is not a valid reason to request a variance.
 - 3) The variance is not requested solely for the purpose of increasing the density of the development nor impervious areas on the site.
 - 4) The developer's circumstances are unique and do not represent a general condition or problem.
 - 5) The subject development is exceptional as compared to other developments subject to the same provision.
 - 6) Granting the variance shall not dramatically alter the essential character of the wetland area involved, including existing stream uses.
 - 7) The proposed development could not be constructed if it were limited to areas outside the Isolated Waters of Yorkville and required buffer areas.

Section 8.2 Variance Conditions

- 1 A variance of less than or different from that requested may be granted when the record supports the developer's right to some relief, but not to the relief requested.

- 2 In granting a variance, the City Council may impose such specific conditions and limitations on the developer concerning any matter relating to the purposes and objectives of these regulations as may be necessary or appropriate
- 3 Whenever any variance is granted subject to any condition to be met by the developer, upon meeting such condition, the developer shall file evidence to that effect with Staff
- 4 A granted variance shall be issued as a "special use" permit and shall be valid for one (1) year from the date of issuance.

Section 8.3 Appeals

- 1 A developer may appeal any decision of Staff to the City Council provided that no such appeal shall be taken until and unless the developer has requested a conference with Staff and not a subordinate of Staff, and either the conference has been held or Staff has not scheduled a conference within 30 days of the initial request.

Article 9
Administration

Section 9.1 Responsibility for Administration

- 1 Staff shall oversee the enforcement and administration of these regulations. In performing his/her duties, Staff may delegate routine responsibilities to any named designee.

Section 9.2 Representative Capacity

- 1 In all cases when any action is taken by Staff or his/her duly appointed designee, to enforce the provisions of these regulations, such action shall be taken in the name of the City, and neither Staff nor his/her designee, in so acting shall be rendered personally liable

Section 9.3 Service of Notice

- 1 Unless otherwise provided herein, service of any notice or other instrument under these regulations may be made upon any person by:
 - 1) First class mail, postage prepaid, addressed to address then on file for such person, if any, or if none, to such person's last known address
 - 2) Any method prescribed under the Illinois Code of Civil Procedure.

Article 10
Performance Security

Section 10.1 General Security Requirements

1. To secure the performance of the developer's obligation to successfully complete any required wetland mitigation as part of the wetland permit, and to pay all costs, fees, and charges due under these regulations, and to fully and faithfully comply with all of the provisions of these regulations, the developer shall, prior to the issuance of a wetland permit post the security as provided in Section 10.2.
2. The developer shall bear the full cost and responsibility of obtaining and maintaining the security required by this Article

Section 10.2 Wetland Mitigation and Naturalized Basin Performance Security

1. A development performance security shall include the following:
 - 1) A schedule, agreed upon by the developer and Staff, for the completion of the wetland mitigation required by the permit
 - 2) A statement of the estimated probable cost to install, monitor, and maintain the wetland mitigation area as required by the permit. The estimated probable costs shall be categorized by earthwork, including erosion and sediment control measures; landscape installation; and maintenance and monitoring costs. Such estimate is subject to approval by Staff.
 - 3) An irrevocable letter of credit in favor of the City or other such adequate security as Staff may approve, in an amount equal to 110% of the approved estimated probable cost to complete any required wetland mitigation.
 - 4) A statement signed by the developer granting Staff the right to draw on the security and the right to enter the development site to complete required work, in the event that work is not completed according to the work schedule or the mitigation area is not meeting the required performance standards and the developer has failed to implement management activities or remedial measures to address noncompliance issues.
2. Required 5 year wetland mitigation development security may be released based on the following mitigation milestones:
 - 1) 50% estimated probable costs for earthwork activities may be released following review and approval of certified final grading as-built plans.
 - 2) Remaining 50% estimated probable costs for earthwork activities and 50% estimated probable costs for landscape installation may be released following review and approval of the preliminary wetland delineation (conducted in the third year of monitoring) and compliance with the prescribed performance standards for 3rd-year monitoring requirements
 - 3) Subsequent release of security shall be based on progress of mitigation and at the discretion of Staff. At no time, however, shall more than 50% of the remaining security be released prior to review and approval of the final wetland delineation (conducted in the fifth year of monitoring) and compliance with the prescribed performance standards for the 5th-year monitoring requirements
3. Required 3-year naturalized wetland detention basin development security may be released based on the following milestones:
 - 1) 50% estimated probable costs for earthwork activities may be released following review and approval of certified final grading as-built plans
 - 2) Remaining 50% estimated probable costs for earthwork activities and 50% estimated probable costs for landscape installation may be released following review and approval of the naturalized wetland basin establishment after two years of development and compliance with the prescribed performance standards for the 2nd-year monitoring requirements.
 - 3) Subsequent release of security shall be based on progress of naturalized wetland basin and at the discretion of Staff. At no time, however, shall more than 50% of the remaining security be

released prior to review and approval of the naturalized wetland basin after three years of development and compliance with the prescribed performance standards for the 3rd-year monitoring requirements

4. Generally, at the end of the applicable monitoring period or upon an earlier request for the release of the performance security, Staff or his/her agent shall evaluate the wetland mitigation and/or naturalized wetland basin for compliance with the performance standards, conditions, and standards of these regulations. If Staff or his/her agent determines that the wetland mitigation meets the performance standards, conditions, and wetland protection standards of these regulations, he/she shall recommend release of the performance security

Section 10.3 Performance Security

1. Performance security posted pursuant to this Article shall be in a form satisfactory to Staff
2. If the developer fails or refuses to fully meet any of its obligations under these regulations then the City may, at their discretion, draw on and retain all or any of the funds remaining in the performance security. The City thereafter shall have the right to take any action deemed reasonable and appropriate to mitigate the effects of such failure or refusal, and to reimburse the City from the proceeds of the performance security for all of its costs and expenses, including legal fees and administrative expenses, that resulted from or incurred as a result of the developer's failure or refusal to fully meet its obligations under these regulations. If the funds remaining in the performance security are insufficient to fully repay the City for all such costs and expenses, or after said payment to the City, the remaining cash reserve of the performance security is less than the amount that would otherwise be required to be maintained under this Article, the developer shall on demand by the City immediately deposit with the City such additional funds as the City determines are necessary to fully repay such costs and expenses, and to establish appropriate cash reserve as required under this Article

Article 11
Fee-In-Lieu of Wetland Mitigation

Section 11.1 Fee-in-lieu of Wetland Mitigation

1. If fee-in-lieu of mitigation is required by the City, the applicant shall prepare a statement of the estimated probable cost to construct wetlands that includes costs associated with land acquisition, wetland construction, planting, and the 5-year monitoring and maintenance activities. The estimate of probable costs is subject to the approval of the City.
2. If fee-in-lieu of mitigation is not required by the City, the applicant's estimated probable cost shall be determined based on a mitigation ratio 1.5 times the on-site required mitigation acreage. The probable cost estimate shall include costs associated with land acquisition, wetland construction, planting, and the 5-year monitoring and maintenance activities. The estimate of probable costs is subject to the approval of the City.

Section 11.2 Procedures and Use of Funds

1. An applicant's statement of its intention to satisfy the wetland mitigation requirement by the payment of a fee-in-lieu of wetland mitigation shall be in writing and filed with the City along with the estimates described in Section 11.1.
2. Fees paid in lieu of wetland mitigation shall be deposited by the City in a separate fund created for such purpose.
3. Fees paid in lieu of wetland mitigation shall be expended to plan, design, restore, improve, acquire, or enhance Isolated Waters of Yorkville and/or Waters of the U.S. located within the City's jurisdiction.

APPENDIX A

WETLAND PERMIT APPLICATION AND PERMIT SUBMITTAL FLOWCHART

UNITED CITY OF YORKVILLE WETLAND PERMIT APPLICATION

(For City use only) Date Application Received: _____

Date Permit Issued: _____

Instructions: Applicant shall submit completed application, permit submittal checklist, permit submittal flowchart, mitigation plan checklist and all other applicable submittal items as required within the Wetland Ordinance to the Administrator. The wetland permit review process shall begin once a complete submittal has been provided.

Name & Address of Applicant:

Name & Address of Owner(s):

Name & Address of Developer:

Telephone No. during business hours:

() _____
 () _____ fax

Telephone No. during business hours:

() _____
 () _____ fax

Describe the general intent of the proposed activity, its purpose and the proposed Category (I-VI) of impact.

Names, addresses and telephone numbers of all adjoining property owners within 250 feet of the development site.

Location of activity:

Legal Description:

Street, road or other descriptive location

_____/_____/_____/_____
 1/4 Sec Twp Range

City County State Zip Code

Tax Assessor's Description (if known):

Name of waterbody within or adjacent to site (if applicable)

_____/_____/_____
 Map No. Subdiv No Lot No

Is any portion of activity for which a wetland permit is sought now complete?

___No ___Yes, if yes explain:

I hereby certify that all information presented in this application is true and accurate to the best of my knowledge. I have read and understand the United City of Yorkville Wetland Protection Ordinance, and fully intend to comply with its provisions.

Signature of Developer

Date

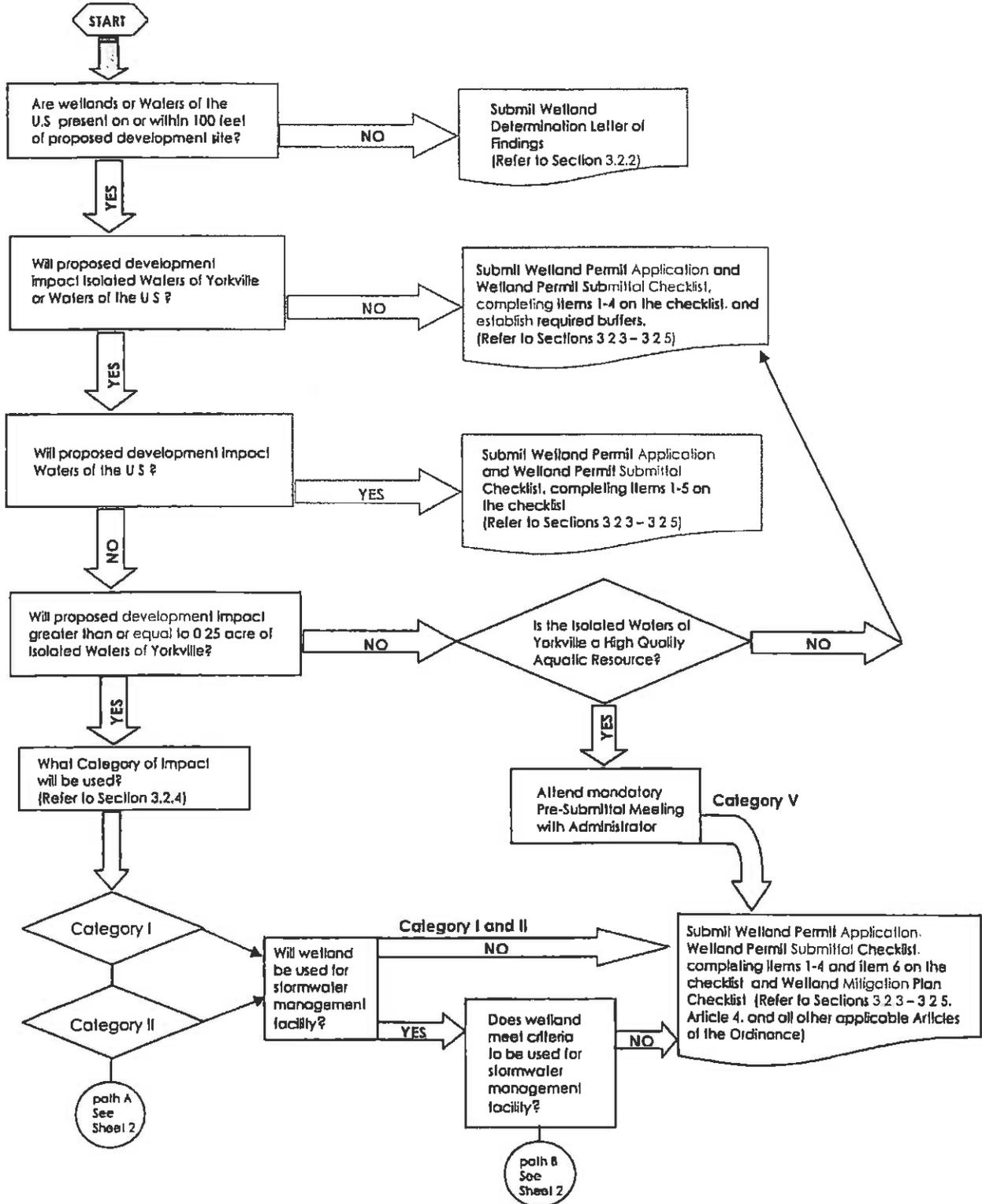
Signature of Owner

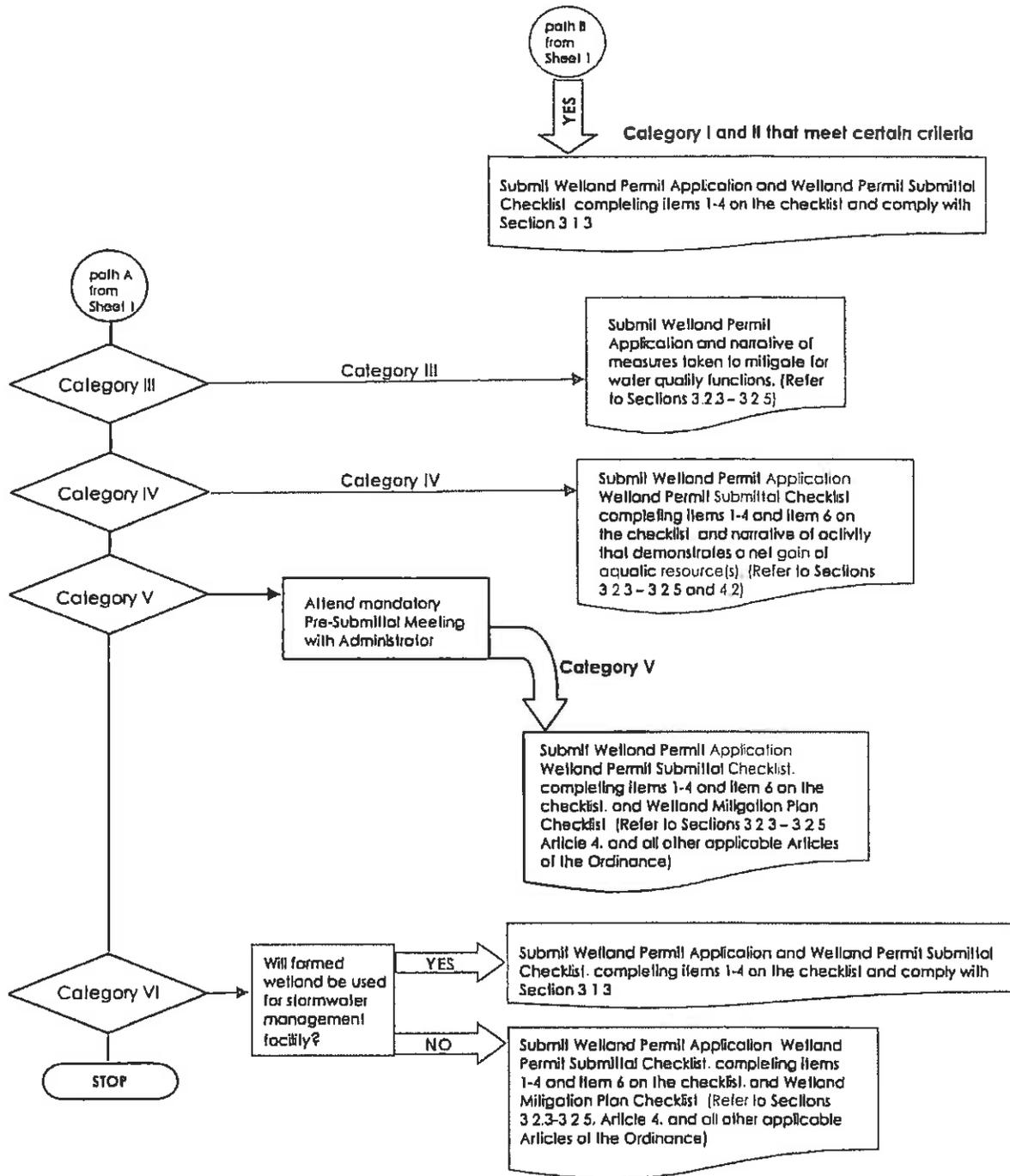
Date

UNITED CITY OF YORKVILLE TYPICAL WETLAND PERMIT SUBMITTAL FLOWCHART

The following flowchart identifies the typical submittal items that are required for a permit application based on the type of proposed impact. Highlight the appropriate path and circle the required submittal items.

Type of Development Project: _____ Project Site Acreage: _____ Proposed Wetland Impact Acreage: _____
 (Residential Commercial PUD, etc.)





APPENDIX B

WETLAND PERMIT SUBMITTAL CHECKLIST

United City of Yorkville
WETLAND PERMIT SUBMITTAL CHECKLIST

REQUIREMENT	ITEM REQUIRED (√)	ITEM PROVIDED (√)	IF NOT PROVIDED, EXPLANATION
1. Wetland Delineation Report that provides all information as required in Section 3.2.5 of the Ordinance.			
2. Narrative Report and Site Plan that demonstrates compliance of: a. Section 3.1.1 Buffer Requirements, including planting plan for buffer area(s). b. Section 3.1.2 Wetland Hydrology Protection c. Section 3.1.3 Stormwater Management within Isolated Waters of Yorkville (including buffer and 3-year management and monitoring plan) d. Section 3.1.4 Discharge to Isolated Water of Yorkville or Waters of the U.S. e. Section 3.1.5 Protection of Isolated Waters of Yorkville During Development			
3. Narrative that specifies prescribed management activities and long-term management provisions for all buffers, preserved wetlands, and wetland mitigation (if applicable), and includes the following: a. Maintenance activities and tentative schedule b. Maintenance activities and tentative schedule subsequent to required monitoring period c. Description of funding source d. Designation of the responsible party following Article 5.			
4. USACE statement of jurisdictional determination for all wetlands on development site.			
5. For proposed Impacts to Waters of the U.S. the following shall be provided: a. Completed United City of Yorkville Wetland Permit Application b. Provide USACE permit submittal for the proposed development or a letter from the USACE that states the proposed development does not require USACE authorization c. Provide copies of all USACE, IEPA, and IDNR Office of Water Resources authorizations to the Administrator d. Statement that all wetlands within the City's jurisdiction will be mitigated for within the same primary watershed as the impact(s) at the mitigation ratio specified by the USACE e. Soil Erosion and Sediment Control Plan that demonstrates compliance with the City's Soil Erosion and Sediment Control Ordinance.			
6. For proposed Impacts to Isolated Waters of Yorkville the following shall be provided: a. Completed United City of Yorkville Wetland Permit Application b. Statement of Permit Category (Category I-VI) to be used for development impact(s) c. Documentation for compliance with Illinois Department of Natural Resources' Endangered Species Consultation Program and the Illinois Natural Areas Preservation Act.			

WETLAND PERMIT SUBMITTAL CHECKLIST

REQUIREMENT	ITEM REQUIRED (√)	ITEM PROVIDED (√)	IF NOT PROVIDED, EXPLANATION
6. d. Documentation for compliance with U.S. Fish and Wildlife Service's Endangered Species Act			
e. 1) Statement on the occurrence of High Quality Aquatic Resources on or within 100 feet of the development site			
2) Applicant has completed a Pre-Submittal meeting with the Administrator if so give date of meeting			
f. Mitigation Plan (if applicable) refer to Appendix C for Mitigation Plan checklist			
g. For Category II or Category V Impacts provide the following:			
1) Narrative of measures taken in sequence, to avoid and minimize wetland impacts before mitigation is considered.			
2) Detailed discussion of alternative analysis to avoid, minimize and mitigate for wetland impacts			
h. For Category III Impacts provide the following:			
1) Narrative of measures taken to mitigate for water quality functions			
i. For Category IV Impacts provide the following:			
1) Narrative of proposed plan that demonstrates net gains in aquatic resource functions			
j. For Category VI Impacts provide the following:			
1) Narrative of mitigation measures that demonstrates an environmental benefit e.g. improved habitat, water quality etc.			

APPENDIX C

WETLAND MITIGATION PLAN CHECKLIST

United City of Yorkville
WETLAND MITIGATION PLAN CHECKLIST

REQUIREMENT	ITEM REQUIRED (√)	ITEM PROVIDED (√)	IF NOT PROVIDED, EXPLANATION
1. Narrative description of wetland impacts and proposed mitigation. Provide a summary table with acreage for each existing wetland, proposed impact, and proposed mitigation.			
2. Narrative of proposed mitigation plan that includes a description of the following parameters: a. <u>Hydrologic Conditions</u> – Identify source(s) of water, both on-site and off-site surface and groundwater. Describe and provide model results of the expected hydroperiod (at a minimum, 2-yr, 10-yr, and 100-yr, 24-hr storm events) that include frequency, duration, and elevation of inundation or saturation. b. 1) <u>Planting Plan</u> – Describe each proposed plant community and approximate size. Provide a list of plant species for each community, including proposed cover crop. NOTE: All seed and plant material shall originate within 200 miles of site. 2) Planting narrative that describes the planting methods and planting schedule. c. <u>Soil Characteristics</u> – Provide a soil profile of the proposed conditions. Identify soil conditions that will be present from 12 - 24 inches below the surface d. <u>Topography</u> – Submit existing and proposed grades with 1-foot contour lines and reference elevations.			
3. Specifications for wetland mitigation earthwork including final grading, allowable compaction limits, treatment of compacted soils, and topsoil placement; water control structures, if applicable; BMP design and implementation if proposed within wetland buffer area; plant and seed procurement, installation methods and schedule; and all other appropriate specifications for the wetland mitigation activities.			
4. Proposed implementation schedule that includes: a. Site preparation. b. Installation of soil erosion and sediment control measures. c. Planting schedule.			

WETLAND MITIGATION PLAN CHECKLIST

REQUIREMENT	ITEM REQUIRED (√)	ITEM PROVIDED (√)	IF NOT PROVIDED, EXPLANATION
4. d. Post-planting maintenance and monitoring.			
5. Maintenance and Monitoring Plan that includes:			
a. Proposed monitoring protocol that follows Section 4.4 of the Ordinance.			
b. Specified performance standards that follows Section 4.5.			
c. Proposed annual maintenance activities to be performed during the 5-year monitoring period. Activities should include, but not be limited to control of undesirable plant species, herbivore control, burn management, enhancement planting.			
6. Provide a Wetland Mitigation Plan Graphic that contains the following information.			
a. A summary table with acreage for each existing wetland, proposed impact acreage, and proposed mitigation acreage.			
b. Clearly identify proposed wetland impacts, wetland mitigation area(s) denoting creation vs. enhancement wetlands, and limits of required buffer areas.			
c. Planting Plan that includes a complete list of plants by common and scientific name for each community type; quantities per species of seed, plugs, rootstock, transplants, or propagules; and specific planting zones			
d. Existing and proposed grades with 1-foot contour lines and reference elevations to bench marks.			
e. Protection measures for all preserved Isolated Waters of Yorkville and Waters of the U.S.			
f. Location of water level control structures, BMPs, etc.			
7. If off-site mitigation is proposed, the following maps shall be provided with the location of the mitigation site clearly marked:			
a. USGS topographic map.			
b. County soil survey			
c. NWI map.			
d. NRCS swampbuster map (if applicable)			
e. Hydrologic Atlas.			
f. Aerial photograph(s).			

WETLAND MITIGATION PLAN CHECKLIST

REQUIREMENT	ITEM REQUIRED (√)	ITEM PROVIDED (√)	IF NOT PROVIDED, EXPLANATION
7. g Site photographs			
8. Performance Security following the provisions of Article 10.			
9. If owner of the property is different then the applicant, provide written assurance from the owner that the applicant has permission to use the site for mitigation.			

Ordinance No. 2009- 78

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS, PROVIDING FOR THE REGULATION OF
POST-CONSTRUCTION IMPLEMENTATION OF STORMWATER
BEST MANAGEMENT PRACTICES**

WHEREAS, the United City of Yorkville (the "City") is a duly organized and validly existing non-home-rule municipality created in accordance with Article VII, Section 7 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, pursuant to 35 Ill. Administrative Code, Subtitle C, Chapter 1, the United City of Yorkville storm sewer system has been identified by the Illinois Environmental Protection Agency (IEPA) as a Small Municipal Separate Storm Sewer System (MS4); and,

WHEREAS, the IEPA has issued a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for the United City of Yorkville's Small MS4; and,

WHEREAS, said NPDES permit requires the United City of Yorkville to adopt an ordinance or other regulatory mechanism related to post-construction runoff minimum control measures; and,

WHEREAS, proper implementation of stormwater Best Management Practices are essential to minimizing the pollutant content of storm water discharges to receiving streams,

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

Section 1. That the United City of Yorkville Standards for Regulating Post-Construction Maintenance of Stormwater Best Management Practices, dated October 12, 2009, a copy of which is attached as Exhibit "A", is hereby approved and adopted.

Section 2. This ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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

8 Day of December, A.D. 2009.

ATTEST:


CITY CLERK

ROBYN SUTCLIFF —
GARY GOLINSKI yg
WALTER WERDERICH yg
ROSE ANN SPEARS yg

DIANE TEELING yg
ARDEN JOSEPH PLOCHER yg
MARTY MUNNS —
GEORGE GILSON, JR. yg

Approved by me, as Mayor of the United City of Yorkville, Kendall County,
Illinois, this 7 Day of JANUARY, A.D. 2009.

Valerie Burd
MAYOR

UNITED CITY OF YORKVILLE
STANDARDS FOR REGULATING POST-CONSTRUCTION
IMPLEMENTATION OF STORMWATER BEST MANAGEMENT
PRACTICE(S)

This document establishes stormwater Best Management Practice(s) which shall be used to meet the requirements of the National Pollutant Discharge Elimination System and the Illinois Environmental Protection Agency Small Municipal Separate Storm Sewer Systems (MS4's).

Section 1. Definitions

For the purposes of these standards, the following definitions are adopted:

1. **Best Management Practice (BMP)** - Any technique, process, activity, structure, prohibition of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. Best Management Practice(s) also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage of raw materials storage.
2. **City** – The United City of Yorkville, Kendall County, Illinois.
3. **Development** - Any man-made change to real estate including, but not limited to:
 - a. More than fifty percent (50%) increase in impervious area of an existing building and/or the affected parcel.
 - b. Installation of utilities, construction of roads, bridges, culverts or similar projects.
 - c. Construction or erection of levees, dams, walls or fences.
 - d. Drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface.
 - e. Storage of materials including the placement of gas and liquid storage tanks, and channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

- f. Development does not include routine maintenance or existing buildings and facilities, resurfacing roads, or gardening, plowing, and similar practices that do not involve filling, grading, or construction of levees.
- 4. Maintenance Agreement – An agreement between the City and the Responsible Party, recorded against the real estate to which it pertains, that acts as a property deed restriction and which provides for long-term operation and maintenance of stormwater Best Management Practice(s).
- 5. Responsible Party – The developer, organization, property owner or entity owning the property upon which the stormwater Best Management Practice(s) is required to be performed.
- 6. Violation- The failure of a developer, organization, property owner, or other entity to be fully compliant with the City’s Post-Construction Stormwater Best Management Practice ordinance.

Section 2. Best Management Practices

Examples of structural stormwater Best Management Practice(s) include but are not limited to:

<u>Application</u>	<u>Benefit</u>
Buffer Strips	Provides additional distance between homes and natural areas; attenuates runoff rates and promotes infiltration.
Created Wetlands	Can move existing wetlands and re-create at a new location.
Infiltration Trenches	Attenuates runoff rates and promotes infiltration.
Naturalized Basins	Attenuates runoff rates and promotes infiltration.
Sand Filters	Allows additional water infiltration.
Stream Bank Reinforcement	Reduces long-term erosion of stream banks.
Turf Reinforcement Mat	Prevents rainfall from washing away plant seeds.
Vegetated Filter Strips	Attenuates runoff rates and promotes infiltration.

Examples of non-structural stormwater Best Management Practice(s) include but are not limited to:

Method

- Education and enforcement campaigns
- Educational and participation programs
- Pollution prevention practices and procedures (street sweeping, fertilizer control, etc.)
- Regulatory controls
- Stormwater drain stenciling
- Strategic planning
- Town planning controls
- Training programs

Section 3. Implementation

All redevelopment of previously developed properties and all development of previously undeveloped properties shall incorporate stormwater Best Management Practice(s) into the design, construction, operation, and maintenance requirements of those properties. The final design of stormwater Best Management Practice(s) is subject to approval as provided in Section 7 of these Standards. Said Best Management Practice(s) shall vary based on specific characteristics of the property, and may include but are not limited to grassy swales, disconnected impervious areas, minimization of impervious areas, green roofs, naturalized stormwater basins, etc. All stormwater Best Management Practice(s) shall be operated, maintained, or performed by the Responsible Party as necessary to ensure that the intended function and/or benefit of the stormwater Best Management Practice(s) is realized.

Proposed developments/re-developments shall submit a plan detailing specific stormwater Best Management Practice(s), and shall include:

- A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to commencement of the project and a description of the watershed and its relation to the project site. This description shall include a discussion of soil conditions, forest cover, topography, wetlands, and other native or man-made vegetative areas on the site. Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.
- A specific analysis to show that the proposed stormwater Best Management Practice(s) are capable of improving or maintaining the quality or stormwater runoff from the site.
- A written description of the required operation and maintenance requirements for compliance with proposed Best Management Practice(s).

Section 4. Inspections

1. All Responsible Parties shall adequately construct, operate, maintain and/or perform the stormwater Best Management Practice(s) that have been incorporated into the design of their property. Said stormwater Best Management Practice(s) shall be subject to inspection by the City at least once a year. Responsible Parties shall keep records of all maintenance and repairs, and shall retain the records for a minimum of 5 years. These records shall be made available to the City during inspection of the stormwater Best Management Practice(s) and at other times upon request.

Section 5. Maintenance Agreements

1. All stormwater Best Management Practice(s) shall be subject to an enforceable Maintenance Agreement to ensure that the system functions as designed. This agreement will include any and all maintenance easements required to access and inspect the stormwater Best Management Practice(s), and to perform routine maintenance as necessary to ensure proper functioning of the stormwater Best Management Practice(s). In addition, a legally binding covenant specifying the parties responsible for the proper operation and maintenance of all Best Management Practice(s) shall be secured prior to issuance of any building permits or recording of plats of subdivision for the property in question.

Section 6. Previously Developed Properties

1. Most stormwater facilities inherently result in some improvement to stormwater quality and meet the requirements of a stormwater Best Management Practice(s). Such facilities shall be operated and maintained by the Responsible Party as approved in their original design. No changes shall be made to tributary conveyances, basins, or outfalls without specific approval from the City.

Section 7. Administration

1. The City Administrator or his/her designee shall be responsible for the general administration of these standards and ensure that all development and/or maintenance activities within the United City of Yorkville meet the requirements of these standards. Specifically, the City Administrator or his/her designee shall:
 - a. Perform periodic site inspections of all properties that have stormwater facilities to ensure compliance with this ordinance.
 - b. Meet with the Responsible Parties regarding construction, operation, maintenance and/or performance of stormwater Best Management Practice(s) as necessary to ensure that they understand their responsibilities regarding stormwater Best Management Practice(s).
 - c. At his/her discretion, issue a stop-work order requiring the suspension of the subject development or activity if there is a violation of these standards. The stop-work order shall be in writing, indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order.
 - d. Arrange for city personnel or contractors to mitigate/repair any damage to stormwater Best Management Practice(s) if the Responsible Party does not perform the work within 60 days (or other timeframe specified by the City) of written direction from the City to do so. The cost of mitigation/repair and any related administrative or legal activities shall be borne by the Responsible Party.

- e. If the Responsible Party does not perform the work or reimburse the City within the specified timeframe, the City Administrator or his/her designee shall prosecute the Responsible Party through the administrative adjudication process or other available means.

Section 8. Variances

1. If a Responsible Party feels that these standards place undue hardship on a specific development proposal or property, the Responsible Party may apply to the City Administrator for a variance. The City Administrator or his/her designee shall review the applicant's request for a variance and shall submit his/her recommendation to the City Council. The City Council may attach such conditions to granting of a variance as it deems necessary to further the intent of these standards.
2. No variance shall be granted unless the applicant demonstrates that all of the following conditions are met.
 - a. An exceptional hardship would result if the variance were not granted. Economic hardship is not a valid reason to grant a variance.
 - b. The relief requested is the minimum necessary.
 - c. The applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the city's NPDES General Storm Water Permit.

Section 9. Best Management Practice(s) Lien Claim

1. Lien Claim: All costs for work performed under Section 7.1.d of these Standards are the responsibility of the Responsible Party. Whenever a bill for such costs remains unpaid for thirty (30) days after it has been rendered, the clerk may file with the recorder of deeds of Kendall County a lien claim. This lien claim shall contain the legal description of the property, the costs incurred and the date(s) when the work was performed.
2. Notice Of Lien Claim: Notice of such lien claim shall be mailed to the responsible party at the last known address of such Responsible Party; provided, however, that failure of the clerk to record such lien claim or to mail such notice, or the failure of the Responsible Party to receive such notice, shall not affect the rights of the city to collect for such charges as provided in this section.

Section 10. Backup Special Service Areas

1. For properties that have back-up special service areas established or allowed by agreement to fund maintenance of common areas, the city may activate said SSA to collect un-reimbursed costs or to fund ongoing or future costs related to operation, maintenance, or performance of stormwater Best Management Practice(s). Prior to the activation of a back up special service area, notice shall be published in a newspaper with circulation in the effected area.

Section 11. Conflicts

1. These standards do not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this ordinance and other easements, covenants or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 12. Separability

1. The provisions and sections of these standards shall be deemed separable and the invalidity of any portion of these standards shall not affect the validity of the remainder.

**ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO PROVIDE FOR THE REGULATION OF ILLICIT DISCHARGES
AND CONNECTIONS TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM**

BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the City Code be and is hereby amended to add the following new Chapter 17 to Title 8:

**CHAPTER 17
PROVISIONS REGULATING NON-STORM WATER DISCHARGES
AND CONNECTIONS TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM**

8-17-1: Purpose. The objections of this chapter are to provide for the health, safety, and general welfare of the citizens of the United City of Yorkville through the regulation of non-storm water discharges to the municipal separate storm sewer system to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process by:

- (1) Regulating the contribution of pollutants to the municipal separate storm sewer system by stormwater discharges by any user;
- (2) Prohibiting illicit connections and discharges, as hereinafter defined, to the municipal separate storm sewer system; and,
- (3) Establishing legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

8-17-2: Definitions. For the purposes of this chapter, the following shall mean:

Authorized Enforcement Agency: Employees or designees of the Mayor of the United City of Yorkville designated to enforce the provisions of this chapter.

Best Management Practices: Schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. Best Management Practices also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act: The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended from time to time.

Construction Activity: Activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of 10,000 square feet or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Hazardous Materials: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a potential substantial hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal Discharge: Any direct or indirect non-storm water discharge to the Municipal Separate Storm Sewer System, as hereinafter defined, except as exempted in Section 8-17-5 of this chapter.

Illicit Connection: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the Municipal Separate Storm Sewer System including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the Municipal Separate Storm Sewer System and any connection to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an Authorized Enforcement Agency or, any drain or conveyance connected from a commercial or industrial land use to the Municipal Separate Storm Sewer System which has not been documented in plans, maps, or equivalent records and approved by an Authorized Enforcement Agency.

Industrial Activity: Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b) (14).

Municipal Separate Storm Sewer System: Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit: Permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Storm Water Discharge: Any discharge to the Municipal Separate Storm Sewer System that is not composed entirely of storm water.

Person: Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm Water: Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater Pollution Prevention Plan: A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to a Storm Drainage System, to the maximum extent practicable.

Wastewater: Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

8-17-3: Applicability: This Chapter shall apply to all water entering the Municipal Separate Storm Sewer System generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

8-17-4: Responsibility for Administration: The City shall administer, implement, and enforce the provisions of the Chapter.

8-17-5: Discharge Prohibitions:

- A. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water, except for the following:
 - (i) Water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one particle per million chlorine), fire fighting activities, and any other water source not containing Pollutants.

- (ii) Discharges specified in writing by the City Engineer as being necessary to protect public health and safety.
- (iii) Dye testing if a verbal notification to the City Engineer is given prior to the time of the test.
- (iv) Any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

8-17-6: Prohibited Illicit Connections: The construction, use, maintenance or continued existence of Illicit Connections to the Municipal Separate Storm Sewer System is prohibited, including, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

8-17-7: Suspension of Municipal Separate Storm Sewer System Access:

- A. The City may, without prior notice, suspend access to the Municipal Separate Storm Sewer System when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the Municipal Separate Storm Sewer System or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the Authorized Enforcement Agency may take such steps as deemed necessary to prevent or minimize damage to the Municipal Separate Storm Sewer System or waters of the United States, or to minimize danger to persons.
- B. Any person discharging to the Municipal Separate Storm Sewer System in violation of this chapter may have access terminated if such termination would abate or reduce an illegal discharge. The City Engineer shall notify a violator of the proposed termination of its Municipal Separate Storm Sewer System access.

Municipal Separate Storm Sewer System access to premises terminated pursuant to this Section shall not be reinstated without the prior approval of the City Engineer.

8-17-8: Industrial or Construction Activity Discharges: Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City Engineer prior to the allowing of discharges to the Municipal Separate Storm Sewer System.

Section 8-17-9: Monitoring of Discharges:

- (a) The City Engineer shall be permitted to enter and inspect facilities subject to regulation under this chapter as often as may be necessary to determine compliance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City.
- (b) Facility operators shall allow the City Engineer ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- (c) The City Engineer shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Authorized Enforcement Agency to conduct monitoring and/or sampling of the facility's storm water discharge.
- (d) The City Engineer has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- (e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City Engineer and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (f) Unreasonable delays in allowing the City Engineer access to a permitted facility is a violation of a storm water discharge permit and of this chapter. A person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the City Engineer reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this chapter.
- (g) If the City Engineer has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this chapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the City Engineer may seek issuance of a search warrant from any court of competent jurisdiction.

Section 8-17-10: Requirement to Prevent, Control and Reduce Storm Water Pollutants by the Use of Best Management Practices: The City has adopted requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or

contamination of storm water, the storm drain system, or waters of the United States. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the Municipal Separate Storm Sewer System or watercourses through the use of these structural and non-structural facilities meeting Best Management Practices requirements. Any person responsible for a property or premise, which is, or may be, the source of an illegal discharge, may be required to implement, at said person's expense, additional structural and non-structural facilities to prevent the further discharge of pollutants to the Municipal Separate Storm Sewer System. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

8-17-11: Watercourse Protection: Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Section 8-17-12: Notification of Spills: Any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in Illegal Discharges or pollutants discharging into storm water, the Municipal Separate Storm Sewer System, or water of the United States said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release and immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Section 8-17-13: Ultimate Responsibility: The standards set forth herein and promulgated pursuant to this Chapter are minimum standards; therefore this Chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Section 8-17-14: Enforcement: Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person in accordance with the requirements of Chapter 14, Title I of this City Code.

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

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

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

12 Day of January, A.D. 2010.

ATTEST: [Signature]
CITY CLERK

ROBYN SUTCLIFF yg
GARY GOLINSKI yg
WALTER WERDERICH yg
ROSE ANN SPEARS yg

DIANE TEELING yg
ARDEN JOSEPH PLOCHER yg
MARTY MUNNS yg
GEORGE GILSON, JR. yg

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this

19 Day of JANUARY, A.D. 2010.

[Signature]
MAYOR

AN ORDINANCE 94-4
PROHIBITING THE CONNECTION OF SANITARY SEWAGE AND INDUSTRIAL
WASTE WATER INTO STORM SEWERS AND OTHER HIGHWAY DRAINAGE SYSTEMS

BE IT ORDAINED, by the city of Yorkville, Kendall County, Illinois:

Section 1. It shall be unlawful for any person, firm or corporation, or institution, public or private, to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances, to any open ditch, drain, or drainage structure installed solely for street or highway drainage purposes in the city of Yorkville.

Section 2. This ordinance is intended to and shall be in addition to all other ordinances, State statutes, rules and regulations concerning pollution and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict herewith.

Section 3. Any person, firm, or corporation violating this ordinance shall be fined not less than Twenty-Five Dollars (\$ 25.00), nor more than Five Hundred Dollars (\$ 500.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

APPROVED: [Signature]
MAYOR

STATE OF ILLINOIS)
CITY OF YORKVILLE)
COUNTY OF KENDALL)

PASSED: 3-10-94
March 10, 1994
SIGNED: ~~February 24, 1994~~

I, Jacqueline S. Allison
City Clerk in and for the city of
Yorkville hereby certify the
foregoing to be a true, perfect, and
complete copy of an Ordinance adopted
by the Yorkville City Council at its
meeting on ~~February 24, 1994~~
1994. March 10

(SEAL)

[Signature]
City Clerk

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

ORDINANCE No. 2006-123
ORDINANCE AMENDING CITY CODE
TITLE 7 – PUBLIC WAYS AND PROPERTIES,
CHAPTER 5 – WATER USE AND SERVICE,
SECTION 15 – WATER CONSERVATION REGULATIONS

Whereas the United City of Yorkville has taken up, discussed and considered amending the City Code (Title and Chapter as referenced above) regarding dissemination of information, and

Whereas the Mayor and City Council have discussed that it may be prudent to amend Title 7 – Public Ways and Properties, Chapter 5 – Water Use and Service, Section 15 – Water Conservation Regulations, by amending Item J as depicted on the attached Exhibit “A”.

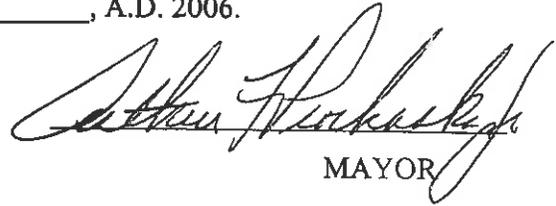
NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, upon Motion duly made, seconded and approved by a majority of those so voting, that Title 7 – Public Ways and Properties, Chapter 5 – Water Use and Service, Section 15 – Water Conservation Regulations, by amending Item J as depicted on the attached Exhibit “A”.

This Ordinance shall be effective upon its passage.

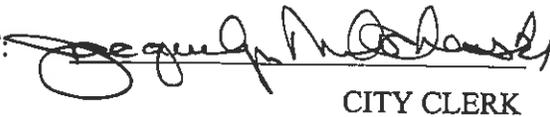
JAMES BOCK ys
VALERIE BURD ys
DEAN WOLFER ys
ROSE SPEARS ys

JOSEPH BESCO ys
PAUL JAMES ys
MARTY MUNNS ys
JASON LESLIE ys

Approved by me, as Mayor of the United City of Yorkville, Kendall County,
Illinois, this 24 day of October, A.D. 2006.


MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County,
Illinois this 24 day of October, A.D. 2006.

ATTEST: 
CITY CLERK

Prepared by:

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

EXHIBIT A

TITLE 7 – PUBLIC WAYS AND PROPERTY

Chapter 5 – Water Use and Service

Section 15 – Water Conservation Regulations

J. Restriction On Permanent Landscape Watering Systems Of Nonresidential Properties:

1. This subsection J shall apply only to nonresidential properties, and common and/or open space areas of residential developments.
2. For this subsection J, a "permanent landscape watering system" shall be defined as any system of pipes, sprinkler heads or similar devices installed underground to be used to provide landscape watering.
3. Landscape watering upon nonresidential properties shall be limited as follows:
 - a. For properties with one building, a total area within the property not to exceed one (1) acre may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of non-impervious surface on the property including all landscaped areas, lawn areas and greenspace regardless of the size of the area initially planned to be irrigated .
 - b. For properties with more than one building, a total area within the property not to exceed three (3) acres may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of non-impervious surface on the property including all landscaped areas, lawn areas and greenspace regardless of the size of the area initially planned to be irrigated.
 - c. For the common space and/or open space of a primarily residential development, no permanent landscape watering system shall be allowed using the City's potable water.
 - d. All permanent landscape watering systems permitted to use the City's potable water shall be metered the same as domestic water service. No special meters will be permitted.
4. The total area to be watered shall be measured as the area within reach of any permanent device used to water landscape including, but not limited to, sprinkler heads, hoses, trenches or similar devices to water landscape. (Ord. 2005-47, 5-24-2005)

Any Ordinance or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict. The various parts, sections, and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section of clause is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

IN WITNESS WHEREOF, this Ordinance has been enacted this 27th day of ~~May~~, 2004.

APRIL

PAUL JAMES



MARTY MUNNS



RICHARD STICKA



WANDA OHARE



VALERIE BURD



ROSE SPEARS



LARRY KOT

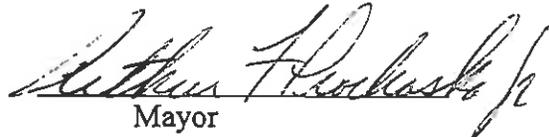


JOSEPH BESCO



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 27th day of ~~May~~, 2004.

APRIL



Mayor

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 27th day of ~~May~~ 2004.

APRIL



City Clerk

This Document Prepared by:
Law Offices of Daniel J. Kramer
1107A South Bridge Street
Yorkville, IL 60560
630-553-9500

United City of Yorkville
Ordinance No. 2004-20
Ordinance Amending
Water Conservation Regulations
Ordinance No. 2004-17

Text

TITLE 7 PUBLIC WAYS

CHAPTER 5 WATER CONSERVATION REGULATIONS

SECTION 7-5-15

7-5-15. Definitions. The following words and phrases when used in this Article shall, for the purpose of this Article, have the following meanings:

Drip-Irrigation System: A soaking hose that when in use does not result in an actual dissipation of Water.

Drip-Line: Pertaining to a tree or shrub, the ground area immediately beneath the branches of the tree or shrub.

Landscape/Landscaping: Sod and seeded turf lawns, gardens, trees, shrubs, and other living plants.

Permitted Hours of Water Use: A time period between 5:00a.m. and 9:00a.m., and between 9:00p.m. and 12:00 midnight, each day.

Person: Any individual, firm, partnership, association, corporation, company, organization, or entity of any kind.

City: The United City of Yorkville.

Water: The water provided by and obtained by a person from the City water supply and distribution system.

A. Application

1. The provisions of this Article shall apply to all Persons using Water, and to all properties within the City or unincorporated areas which are connected to the City's Water supply and distribution system, regardless of whether any Person using the Water has a contract for service with the City.

2. The provisions of this Article shall apply annually from May 1 through September 30, subject to any modifications thereof, including application of these or other regulations during this or any other time, by an Emergency Proclamation issued pursuant to Section (1) below.

B. Restricted Hours and Days for Specified Uses:

1. Water may be used for landscape watering or the filling of swimming pools only as follows:
 - a. All properties with even-number street numbers (i.e. numbers ending in 0, 2, 4, 6 or 8) may use Water for landscape watering or for pool filling, only on even-number calendar dates during Permitted Hours of Water Use.
 - b. All properties with odd-numbered street numbers (i.e. number ending in 1, 3, 5, 7, and 9) may use Water for landscape watering or for pool filling only on odd-numbered calendar dates during Permitted Hours of Water Use.
 - c. There shall be no restrictions as to hours or days when Water may be used for any of the following:
 - a) Landscape watering or sprinkling where such watering or sprinkling is done by a Person using a hand-held watering device;
 - b) Filling swimming pools with a volume of fifty (50) gallons or less;
 - c) The automatic watering of trees and shrubs by means of automatic root-feed or Drip-Irrigation Systems within the drip line of the tree or shrub; or
 - d) Vehicle and equipment washing; or
 - e) Any other lawful use of Water such as bathing, clothes washing, and other normal household uses not otherwise specifically restricted by the provisions of this Article.

C. Restrictions for Sod Laying and Lawn Seeding for New Lawns. Notwithstanding the provisions of Section 8-3-3 above, the following special regulations shall apply:

1. Sod laying, lawn seeding, and the planting of other landscaping for the establishment of a new lawn or new landscaping is prohibited from July 1st through August 31st each year unless the source of watering for said sod, lawn seeding and/or planting of landscaping is derived from a private well, imported water source or means other than any municipal water source.

2. From May 1st through June 30th and from September 1st through September 30th, Water may be used on new lawns (sod or seed), only as follows:

Prior to sod laying or lawn seeding, a Sod Watering Permit (Exhibit A) must be obtained from the United City of Yorkville.

- a. On the day new sod or seed has been placed on a property, a Person may use an automatic sprinkling device to apply Water to the sod or seed for a total period of time not to exceed eight (8) hours.
 - b. For the next nine (9) days thereafter, a Person may apply water to said sod or seed each day during Permitted Hours of Water Use.
 - c. Following the first ten (10) days after the sod or seed is placed, the provisions of Section 8-3-3 above shall apply.
3. Prior to the execution of any real estate contract for the sale of newly constructed property, the builder or owner of such new construction shall:
 - A. Inform prospective purchasers of the restrictions upon the installation of new lawns set forth in this Article;
 - B. Attach a Copy of these regulations to the contract; and
 - C. Obtain the signature of the purchaser(s) on a statement that he, she or they has (have) been informed of the new lawn installation restrictions set forth in this Article.
 4. The applicant for a certificate of occupancy for any newly constructed property shall submit as a part of his application, and as a condition of issuance of such certificate, a copy of said signed statement. When an application for certificate of occupancy is submitted prior to sale of the property, and the future occupant is unknown, the applicant shall submit his signed statement that he shall comply with the requirements of this Section at the time the real estate contract is executed.
- D. Waste of Water Prohibited. No Person shall allow a continuous stream of Water to run off into any gutter, ditch, drain, or street inlet while using Water for restricted purposes during the Permitted Hours of Water Use.
 - E. Exceptions. The provisions of the article shall not apply any commercial or industrial entity for which use of Water is necessary to continue normal business operations, or to maintain stock or inventory. Provided, however, this exception shall not apply to any and all uses of Water not essential to normal business operations or maintenance of inventory or stock, and specifically shall not apply to landscape watering or pool filling.
 - F. Bulk Water Rates. Bulk Water rates shall be increased to three (3) times the non-resident Water rate during the time described in Section 8-3-2 (B) above.

G. Hydrant Use Prohibited. Hydrants connected to the City water supply and distribution system for the purpose of providing Water for fire fighting purposes shall not be opened by any Person, other than authorized City or Fire District personnel, except for the purpose of fighting a fire.

H. Emergency proclamation.

1. Whenever the Water supply of the City is diminished from any cause, including but not limited to prolonged dry period, increased Water demand, equipment failure, or Water quality concerns, to an amount which in the opinion of the City Engineer or Director of Public Works is or is likely to become dangerous to the health and safety of the public, the City Mayor is hereby authorized and empowered to issue an Emergency Proclamation specifying different or additional regulations on the use of water.
2. Such regulations may provide for limitations on the usage of Water, limitations on days and hours of use of Water for some or all purposes, and the prohibition of specified uses of Water.
3. Upon issuing such Proclamation, the City Mayor shall make the contents thereof known to the public by posting a copy at the City Hall, and by new release to local newspapers and radio media, and may also endeavor to notify the City residents and other Persons in any other practical manner that he or she shall devise. Further, the City Mayor shall immediately deliver notice of such Proclamation, and the regulations that have been imposed by such Proclamation, to all members of the City Council.
4. The Emergency Proclamation of the City Mayor, and the regulations imposed thereby, shall remain in full force and effect until any one of the following shall first occur:
 - a. The City Mayor determines that the emergency no longer exists and that the Emergency Proclamation, and the regulations imposed thereby, shall no longer continue in effect.
 - b. The City Council modifies or repeals the Emergency Proclamation, and the regulations imposed thereby, by means of an ordinance enacted at any regular or special meeting of the City Council
 - c. The first regular meeting of the City Council occurring more than 30 days after the date of the Emergency Proclamation of the City Mayor.
5. Any City employee or officer may, at the direction of the City Mayor, notify and warn any Person of the effect of said Emergency Proclamation and direct said Person to comply with said watering or sprinkling restrictions. If any said Person, after having first been warned about said restrictions of the Emergency Proclamation, they shall be deemed to be in violation of this Article.

I. Penalty.

1. Any United City of Yorkville inspector, employee, officer or citizen observing a violation of Title 7 may file a complaint for violation of Title 7 by notifying the United City of Yorkville Police Department.
2. Any person who or which violates, disobeys, neglects, fails to comply with or resists enforcement of the provisions of this Article other than Section (3)(A)(3) or Section (3)(F) above, shall be subject to penalties as provided in section 1-4-1 of this code in conjunction with the following provisions:
 - a. \$50.00 for a first offense;
 - b. \$125.00 for a second offense; and
 - c. \$500.00 for each subsequent offense.
3. Within ten (10) days of receiving notice of such violation any person may pay at the Office of the United City of Yorkville Water Department the fine.
4. The amount of any fine due pursuant to Title 7, for a violation of the provisions of Title 7 occurring at a property in the City, if not paid as provided therein, a notice to appear shall issue and upon adjudication of the matter and assessment of a fine, the fine amount owed to the city shall be added to the bill for water consumption for the property at which the offense occurred.

Exhibit A

UNITED CITY OF YORKVILLE
800 Game Farm Road
Yorkville, IL 60560
Phone: 630-553-4350
Fax: 630-553-7575

Sod Watering Permit

Name: _____ Date: _____

Address: _____

Start Date: _____ Ending Date: _____

Official Sod Watering Rules:

1. Sod laying, lawn seeding, and the planting of other landscaping for the establishment of a new lawn or new landscaping is prohibited from July 1st through August 31st of each year unless the source of watering for said sod, lawn seeding and/or planting of landscaping is derived from a private well, imported water source or means other than any municipal water source.
2. From May 1st through June 30th and September 1st through the end of the season, water may be used on new lawns (sod or seed) only as follows:
 - a. On the day new sod or seed has been placed on a property, a person may use an automatic sprinkling device to apply water to the sod or seed for a total period of time not to exceed eight (8) hours.
 - b. For the next nine (9) days thereafter, a person may apply water to said sod or seed each day during permitted hours of water use.
 - c. Following the first ten (10) days after the sod or seed is placed, the provisions of the Water Conservation Regulations Ordinance No. 2004-17 (copy attached) shall apply.

Signature of Responsible Party: _____

General NPDES Permit No. ILR40

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand East
P.O. Box 18276
Springfield, Illinois 62784-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

**General NPDES Permit
For
Discharges from Small Municipal Separate Storm Sewer Systems**

Expiration Date: March 31, 2014

Issue Date: February 20, 2009

Effective Date: April 1, 2009

In compliance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Clean Water Act, the following discharges may be authorized by this permit in accordance with the conditions herein:

Discharges of only storm water from small municipal separate storm sewer systems, as defined and limited herein. Storm water means storm water runoff, snow melt runoff, and surface runoff and drainage.

Receiving waters: Discharges may be authorized to any surface water of the State.

To receive authorization to discharge under this general permit, a facility operator must submit an application as described in the permit conditions to the Illinois Environmental Protection Agency. Authorization, if granted, will be by letter and include a copy of this permit.



Alan Keller, P.E.
Manager, Permit Section
Division of Water Pollution Control

ILR40.wpd

CONTENTS OF THIS GENERAL PERMIT

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ATTACHMENT H. STANDARD CONDITIONS Page 12

PART I. COVERAGE UNDER THIS PERMIT

A. Permit Area

This permit covers all areas of the State of Illinois.

B. Eligibility

1. This permit authorizes discharges of storm water from small municipal separate storm sewer systems (MS4s) as defined in 40 CFR 122.28(b)(16) as designated for permit authorization pursuant to 40 CFR 122.32.
2. This permit authorizes the following non-storm water discharges provided they have been determined not to be substantial contributors of pollutants to a particular small MS4 applying for coverage under this permit:
 - water line and fire hydrant flushing,
 - landscape irrigation water,
 - rising ground waters,
 - ground water infiltration,
 - pumped ground water,
 - discharges from potable water sources, (excluding wastewater discharges from water supply treatment plants)
 - foundation drains,
 - air conditioning condensate,
 - irrigation water, (except for wastewater irrigation),
 - springs,
 - water from crawl space pumps,
 - footing drains,
 - storm sewer cleaning water,
 - water from individual residential car washing,
 - routine external building washdown which does not use detergents,
 - flows from riparian habitats and wetlands,
 - dechlorinated pH neutral swimming pool discharges,
 - residual street wash water,
 - discharges or flows from fire fighting activities
 - dechlorinated water reservoir discharges, and
 - pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed).
3. Any municipality covered by this general permit is also granted automatic coverage under Permit No. ILR10 for the discharge of storm water associated with construction site activities for municipal construction projects disturbing one acre or more. The permittee is granted automatic coverage 30 days after Agency receipt of a Notice of Intent to Discharge Storm Water from Construction Site Activities from the permittee. The Agency will provide public notification of the construction site activity and assign a unique permit number for each project during this period. The permittee shall comply with all the requirements of Permit ILR10 for all such construction projects.

C. Limitations on Coverage

The following discharges are not authorized by this permit:

1. Storm water discharges that are mixed with non-storm water or storm water associated with industrial activity unless such discharges are:
 - a. in compliance with a separate NPDES permit, or
 - b. identified by and in compliance with Part I.B.2 of this permit.
2. Storm water discharges that the Agency determines are not appropriately covered by this general permit. This determination may include discharges identified in Part 1.B.2.
3. Storm water discharges to any receiving water specified under 35 Ill. Adm. Code 302.105(d)(6).

D. Obtaining Authorization

In order for storm water discharges from small municipal separate storm sewer systems to be authorized to discharge under this general permit, a discharger must:

1. Submit a Notice of Intent (NOI) in accordance with the requirements of Part II using an NOI form provided by the Agency (or a photocopy thereof) or the appropriate U.S. EPA NOI form.
2. Submit a new NOI in accordance with Part II within 30 days of a change in the operator or the addition of a new operator.
3. Unless notified by the Agency to the contrary, submit an NOI in accordance with the requirements of this permit to be authorized to discharge storm water from small municipal separate storm sewer systems under the terms and conditions of this permit 30 days after the date that the NOI is received. The Agency may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information.

PART II. NOTICE OF INTENT REQUIREMENTS

A. Deadlines for Notification

1. If you were automatically designated under 40 CFR 122.32(a)(1) to obtain permit coverage, then you were required to submit an NOI or apply for an individual permit by March 10, 2003.
2. If you have coverage under the previous general permit for storm water discharges from small MS4s, you must renew your permit coverage under this part. You must submit a NOI within 90 days of the effective date of this reissued general permit for storm water discharges from small MS4s to renew your NPDES permit coverage.
3. If you are designated by IEPA under Section 122.32 (a)(2) during the term of this general permit, then you are required to submit an NOI within 180 days of such notice.
4. You are not prohibited from submitting an NOI after established deadlines for NOI submittals. If a late NOI is submitted, your authorization is only for discharges that occur after permit coverage is granted. IEPA reserves the right to take appropriate enforcement actions against MS4s that have not submitted a timely NOI.

B. Contents of Notice of Intent

Dischargers seeking coverage under this permit shall submit either the Illinois MS4 NOI form or the U.S. EPA MS4 NOI form. The Notice(s) of Intent shall be signed in accordance with Standard Condition 11 of this permit and shall include the following information:

1. The street address, county, and the latitude and longitude of the municipal office for which the notification is submitted;
2. The name, address, and telephone number of the operator(s) filing the NOI for permit coverage;
3. The name of the receiving water(s), their impairments from any approved 303(d) list and any appropriate TMDL or alternate water quality study; and
4. The following shall be provided as an attachment to the NOI:
 - a. a description of the best management practices (BMPs) to be implemented and the measurable goals for each of the storm water minimum control measures in paragraph IV. B. of this permit designed to reduce the discharge of pollutants to the maximum extent practicable;

- b. the month and year in which you implemented any BMPs of the six minimum control measures, and the month and year in which you will start and fully implement any new minimum control measures or indicate the frequency of the action;
 - c. for existing permittees, provide adequate information or justification on any BMPs from previous NOIs that could not be implemented; and
 - d. identification of a local qualifying program, or any partners of the program if any.
5. For existing permittees, certification that states the permittee has implemented necessary BMPs of the six minimum control measures.
- C. All required information for the NOI shall be submitted electronically to the following email and office addresses:
epa.ms4noipermit@illinois.gov

Illinois Environmental Protection Agency
 Division of Water Pollution Control
 Permit Section
 Post Office Box 18276
 Springfield, Illinois 62794-9276

D. Shared Responsibilities

You may partner with other MS4s to develop and implement your storm water management program. You may also jointly submit an NOI with one or more MS4s. Each MS4 must fill out the NOI form. The description of your storm water management program must clearly describe which permittees are responsible for implementing each of the control measures. Each permittee is responsible for implementation of Best Management Practices for the Storm Water Management Program within its jurisdiction.

PART III. SPECIAL CONDITIONS

- A. Your discharges, alone or in combination with other sources, shall not cause or contribute to a violation of any applicable water quality standard outlined in 35 Ill. Adm. Code 302.
- B. If there is evidence indicating that the storm water discharges authorized by this permit cause, or have the reasonable potential to cause or contribute to a violation of water quality standards, you may be required to obtain an individual permit or an alternative general permit or the permit may be modified to include different limitations and/or requirements.
- C. If a total maximum daily load (TMDL) allocation or watershed management plan is approved for any water body into which you discharge, you must review your storm water management program to determine whether the TMDL or watershed management plan includes requirements for control of storm water discharges. If you are not meeting the TMDL allocations, you must modify your storm water management program to implement the TMDL or watershed management plan within eighteen months of notification by the Agency of the TMDL or watershed management plan approval. Where a TMDL or watershed management plan is approved, you must:
 - 1. Determine whether the approved TMDL is for a pollutant likely to be found in storm water discharges from your MS4.
 - 2. Determine whether the TMDL includes a pollutant waste load allocation (WLA) or other performance requirements specifically for storm water discharge from your MS4.
 - 3. Determine whether the TMDL addresses a flow regime likely to occur during periods of storm water discharge.
 - 4. After the determinations above have been made and if it is found that your MS4 must implement specific WLA provisions of the TMDL, assess whether the WLAs are being met through implementation of existing storm water control measures or if additional control measures are necessary.
 - 5. Document all control measures currently being implemented or planned to be implemented to comply with TMDL waste load allocation(s). Also include a schedule of implementation for all planned controls. Document the calculations or other evidence that shows that the WLA will be met.
 - 6. Describe and implement a monitoring program to determine whether the storm water controls are adequate to meet the WLA.
 - 7. If the evaluation shows that additional or modified controls are necessary, describe the type and schedule for the control additions/revisions.

General NPDES Permit No. ILR40

8. Continue Paragraphs 4 above through 7 until two continuous monitoring cycles show that the WLAs are being met or that WQ standards are being met.
- D. If this permit is not reissued or replaced prior to the expiration date, it will be administratively continued in accordance with the Administrative Procedures Act and remain in force and effect. Any permittee who was granted permit coverage prior to the expiration date will automatically remain covered by the continued permit until the earlier of:
1. Reissuance or replacement of this permit, at which time you must comply with the Notice of Intent conditions of the new permit to maintain authorization to discharge; or
 2. Your submittal of a Notice of Termination; or
 3. Issuance of an individual permit for your discharges; or
 4. A formal permit decision by the Agency not to reissue this general permit at which time you must seek coverage under an alternative general permit or an individual permit.
 5. The permittee shall submit a revised or updated NOI to the Agency no later than 180 days prior to the expiration date of this permit in order for permit coverage to be administratively continued.
- E. The Agency may require any person authorized to discharge by this permit to apply for and obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested person may petition the Agency to take action under this paragraph. The Agency may require any owner or operator authorized to discharge under this permit to apply for an individual NPDES permit only if the owner or operator has been notified in writing that a permit application is required. This notice shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the owner or operator to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, coverage under this general permit shall automatically terminate. The Agency may grant additional time to submit the application upon request of the applicant. If an owner or operator fails to submit in a timely manner an individual NPDES permit application required by the Agency under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified for application submittal.
- F. Any owner or operator authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. The owner or operator shall submit an individual application with reasons supporting the request, in accordance with the requirements of 40 CFR 122.28, to the Agency. The request will be granted by issuing an individual permit or an alternative general permit if the reasons cited by the owner or operator are adequate to support the request.
- G. When an individual NPDES permit is issued to an owner or operator otherwise subject to this permit, or the owner or operator is approved for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the issue date of the individual permit or the date of approval for coverage under the alternative general permit, whichever the case may be.
- H. When an individual NPDES permit is denied to an owner or operator otherwise subject to this permit, or the owner or operator is denied coverage under an alternative NPDES general permit the applicability of this permit to the individual NPDES permittee is automatically terminated on the date of such denial, unless otherwise specified by the Agency.

PART IV. STORM WATER MANAGEMENT PROGRAMS**A. Requirements**

The permittee must develop, implement, and enforce a storm water management program designed to reduce the discharge of pollutants from your small municipal separate storm sewer system to the maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Clean Water Act. Your storm water management program must include the minimum control measures described in section B of this Part. For new permittees, the permittee must develop and implement a program by the date specified in your coverage letter. The U.S. Environmental Protection Agency's National Menu of Storm Water Best Management Practices (<http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm>) and the most recent version of the Illinois Urban Manual should be consulted regarding the selection of appropriate BMPs.

B. Minimum Control Measures

The 6 minimum control measures to be included in your storm water management program are:

1. Public education and outreach on storm water impacts

The permittee must:

5.10 General Permit ILR40

- a. implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants in storm water runoff; the permittee should incorporate into its education materials information about green infrastructure strategies such as green roofs, rain gardens, rain barrels, bioswales, permeable piping, dry wells and permeable pavement, that mimic natural processes and direct storm water to areas where it can be infiltrated, evapotranspired or reused, discuss the benefits and costs of such strategies and provide guidance to the public on how to implement them; and
- b. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.

2. Public Involvement/Participation

The permittee must:

- a. at a minimum, comply with State and local public notice requirements when implementing a public involvement/ participation program; and
- b. define appropriate BMPs for this minimum control measure and measurable goals for each BMP, which must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.

3. Illicit discharge detection and elimination

The permittee must:

- a. develop, implement and enforce a program to detect and eliminate illicit discharges into your small MS4;
- b. develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters that receive discharges from those outfalls;
- c. to the extent allowable under state or local law, effectively prohibit, through ordinance, or other regulatory mechanism, non-storm water discharges into your storm sewer system and implement appropriate enforcement procedures and actions, including enforceable requirements for the prompt reporting to the MS4 of all releases, spills and other unpermitted discharges to the separate storm sewer system, and a program to respond to such reports in a timely manner.
- d. develop, implement, and adequately fund a plan to detect and address non-storm water discharges, including illegal dumping, to your system;
- e. inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste and the requirement and mechanism for reporting such discharges;
- f. address the categories of non-storm water discharges listed in Section 1.B.2 only if you identify them as significant contributor of pollutants to your small MS4 (discharges or flows from the fire fighting activities are excluded from the effective prohibition against non-storm water and need only be addressed where they are identified as significant sources of pollutants to waters of the United States); and
- g. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.
- h. conduct periodic (annual is recommended) inspections of the storm sewer outfalls for detection of non-storm water discharges and illegal dumping.

4. Construction site storm water runoff control

The permittee must:

- a. develop, implement, and enforce a program to reduce pollutants in any storm water runoff to your small MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Control of storm water discharges from construction activity disturbing less than one acre must be included in your program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more or has been designated by the permitting authority.

Your program must include the development and implementation of, at a minimum:

5.10 General Permit ILR40

General NPDES Permit No. ILR40

- i. an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under state or local law;
 - ii. requirements for construction site operators to implement appropriate erosion and sediment control best management practices, including green infrastructure storm water management techniques where appropriate and practicable;
 - iii. requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality;
 - iv. require all regulated construction sites to have a storm water pollution prevention plan that meets the requirements of Part IV of NPDES permit No. ILR10 including management practices, controls, and other provisions at least as protective as the requirements contained in the Illinois Urban Manual, 2002, or as amended including green infrastructure techniques where appropriate and practicable;
 - v. procedures for site plan review which incorporate consideration of potential water quality impacts and review of individual pre-construction site plans to ensure consistency with local sediment and erosion control requirements;
 - vi. procedures for receipt and consideration of information submitted by the public; and
 - vii. procedures for site inspections and enforcement of control measures.
- b. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.
5. Post-construction storm water management in new development and redevelopment

The permittee must:

- a. develop, implement, and enforce a program to address and minimize storm water runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale or that have been designated to protect water quality, that discharge into your small MS4 within the MS4 jurisdictional control. Your program must ensure that appropriate controls are in place that would protect water quality and reduce the discharge of pollutants to the maximum extent practicable. In addition, each permittee should adopt strategies that incorporate storm water infiltration, reuse and evapotranspiration of storm water into the project to the maximum extent practicable;
- b. develop and implement strategies which include a combination of structural and/or non-structural BMPs appropriate for all projects within your community for all new development and redevelopment that will reduce the discharge of pollutants, the volume and velocity of storm water flow to the maximum extent practicable. When selecting BMPs to comply with requirements contained in this Part, the permittee should adopt one or more of the following general strategies, in order of preference. Proposal of a strategy should include a rationale for not selecting an approach from among those with a higher preference. When approving a plan for development, redevelopment, highway construction, maintenance, replacement or repair on existing developed sites or other land disturbing activity covered under this Part, the permittee should require the person responsible for that activity to adopt one or more of these strategies, in order of preference, or provide a rationale for selecting a more preferred strategy.
 - i. preservation of the natural features of development sites, including natural storage and infiltration characteristics;
 - ii. preservation of existing natural streams, channels, and drainage ways;
 - iii. minimization of new impervious surfaces;
 - iv. conveyance of storm water in open vegetated channels;
 - v. construction of structures that provide both quantity and quality control, with structures serving multiple sites being preferable to those serving individual sites; and
 - vi. construction of structures that provide only quantity control, with structures serving multiple sites being preferable to those serving individual sites.

- c. develop and implement a program to minimize the volume of storm water runoff and pollutants from public highways, streets, roads, parking lots and sidewalks (public surfaces) through the use of BMPs that alone or in combination result in physical, chemical or biological pollutant load reduction, increased infiltration, evapotranspiration and reuse of storm water. The program shall include, but not be limited to the following elements:
- i. appropriate training for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair or replacement of public surfaces in current green infrastructure or low impact design techniques applicable to such projects.
 - ii. appropriate training for all contractors retained to manage or carry out routine maintenance, repair or replacement of public surfaces in current green infrastructure or low impact design techniques applicable to such projects. Contractors may provide training to their employees for projects which include green infrastructure or low impact design techniques.
- d. develop and implement a program to minimize the volume of storm water runoff and pollutants from existing privately owned developed property that contributes storm water to the MS4 within the MS4 jurisdictional control. Such program may contain the following elements:
- i. source identification – establishment of an inventory of storm water and pollutants discharged to the MS4
 - ii. implementation of appropriate BMPs to accomplish the following:
 - A. education on green infrastructure BMPs
 - B. identify a relevant set of BMPs for all departments
 - C. evaluation of existing flood control techniques to determine the feasibility of pollution control retrofits
 - D. implementation of additional controls for special events expected to generate significant pollution (fairs, parades, performances)
 - E. implementation of appropriate maintenance programs, including maintenance agreements, for structural pollution control devices or systems
 - F. management of pesticides and fertilizers
 - G. street cleaning in targeted areas
- e. use an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects, public surfaces and existing developed property as set forth above to the extent allowable under state or local law; and
- f. require all regulated construction sites to have post-construction management plans that meets or exceeds the requirements of Section IV (D)(2)(b) of NPDES permit No. ILR10 including management practices, controls, and other provisions at least as protective as the requirements contained in the Illinois Urban Manual, 2002;
- g. ensure adequate long-term operation and maintenance of BMPs; and
- h. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.
6. Pollution prevention/good housekeeping for municipal operations
- The permittee must:
- a. develop and implement an operation and maintenance program that includes a training component and is designed to prevent and reduce the discharge of pollutants to the maximum extent practicable;
 - b. using training materials that are available from EPA, the state of Illinois, or other organizations, your program must include employee training to prevent and reduce storm water pollution from activities such as park and open space maintenance, fleet and building maintenance, operation of storage yards, snow disposal, new construction and land disturbances, and storm water system maintenance procedures for proper disposal of street cleaning debris and catch basin material, address ways that flood management projects impact water quality, non-point source pollution control, green infrastructure controls, and aquatic habitat; and
 - c. define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable

goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.

C. Qualifying State, County, or Local Program

If an existing qualifying local program requires you to implement one or more of the minimum control measures of B. above, you may follow that qualifying program's requirements rather than the requirements of B. above. A qualifying local program is a local, county or state municipal storm water management program that imposes, at a minimum, the relevant requirements of Section B. Any qualifying local programs that you intend to follow shall be specified in your storm water management plan.

D. Sharing Responsibility

1. Implementation of one or more of the minimum measures may be shared with another entity, or the entity may fully take over the measure. You may rely on another entity only if:
 - a. the other entity, in fact, implements the control measure;
 - b. the particular control measure, or component of that measure is at least as stringent as the corresponding permit requirement;
 - c. the other entity agrees to implement the control measure on your behalf. Written acceptance of this obligation is expected. This obligation must be maintained as part of the description of your storm water management program. If the other entity agrees to report on the minimum measure, you must supply the other entity with the reporting requirements contained in Section V (C) of this permit. If the other entity fails to implement the control measure on your behalf, then you remain liable for any discharges due to that failure to implement.

E. Reviewing and Updating Storm Water Management Programs

1. **Storm Water Management Program Review:** You must do an annual review of your Storm Water Management Program in conjunction with preparation of the annual report required under Part V.(C).
2. **Storm Water Management Program Update:** You may change your Storm Water Management Program during the life of the permit in accordance with the following procedures:
 - a. changes adding (but not subtracting or replacing) components, controls, or requirements to the Storm Water Management Program may be made at any time upon written notification to the Agency; and
 - b. changes replacing an ineffective or unfeasible BMP specifically identified in the Storm Water Management Program with an alternate BMP may be requested at any time. Unless denied by the Agency, changes proposed in accordance with the criteria below shall be deemed approved and may be implemented 60 days from submittal of the request. If request is denied, the Agency will send you a written response giving a reason for the decision. Your modification requests must include the following:
 - i. an analysis of why the BMP is ineffective or infeasible (including cost prohibitive);
 - ii. expectations on the effectiveness of the replacement BMP; and
 - iii. an analysis of why the replacement BMP is expected to achieve the goals of the BMP to be replaced.
 - c. changes replacing or modifying any ordinances relative to the storm water management program;
 - d. change requests or notifications must be made in writing and signed in accordance with Standard Condition II of Attachment H.
3. **Storm Water Management Program Updates Required by the Agency.** The Agency may require changes to the Storm Water Management Program as needed to:
 - a. address impacts on receiving water quality caused, or contributed to, by discharges from the municipal separate storm sewer system;
 - b. include more stringent requirements necessary to comply with new federal statutory or regulatory requirements; or
 - c. include such other conditions deemed necessary by the Agency to comply with the goals and requirements of the Clean Water Act.

- d. changes requested by the Agency must be made in writing, set forth the time schedule for you to develop the changes, and offer you the opportunity to propose alternative program changes to meet the objective of the requested modification. All changes required by the Permitting Authority will be made in accordance with 40 CFR 124.5, 40 CFR 122.62, or as appropriate 40 CFR 122.63.

PART V. MONITORING, RECORDKEEPING AND REPORTING

A. Monitoring

The permittee must evaluate program compliance, the appropriateness of your identified best management practices, and progress towards achieving your identified measurable goals, which must include reducing the discharge of pollutants to the maximum extent practicable (MEP). Monitoring shall include at least annual monitoring of receiving waters upstream and downstream of the MS4 discharges, use of indicators to gauge the effects of storm water discharges on the physical/habitat-related aspects of the receiving waters, and/or monitoring of the effectiveness of BMPs.

B. Recordkeeping

The permittee must keep records required by this permit for the duration of this permit. All records shall be kept onsite or locally available and shall be made accessible to the Agency for review at the time of an on-site inspection. Except as otherwise provided in this permit, you must submit your records to the Agency only when specifically asked to do so. You must post your notice of intent (NOI), your storm water management plan and your annual reports on your website. You must make your records, including your notice of intent (NOI) and your storm water management plan, available to the public at reasonable times during regular business hours within 10 working days of its approval by the permitting authority. (You may assess a reasonable charge for copying. You may require a member of the public to provide advance notice, not to exceed seven working days.) Storm sewer maps may be withheld for security reasons.

C. Reporting

The permittee must submit annual reports to the Agency by the first day of June for each year that this permit is in effect. If the permittee maintains a website, a copy of the annual report shall be posted on the website by the first day of June of each year. Each report shall cover the period from March of the previous year through March of the current year. Your report must include:

1. The status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures;
2. Results of information collected and analyzed, including monitoring data, if any, during the reporting period;
3. A summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule);
4. A change in any identified best management practices or measurable goals that apply to the program elements; and
5. Notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).
6. The annual reports shall be submitted to the following email and office addresses: epa.ms4annualinsp@illinois.gov.

Illinois Environmental Protection Agency
 Division of Water Pollution Control
 Compliance Assurance Section
 Municipal Annual Inspection Report
 1021 North Grand Avenue East
 P.O. Box 19276
 Springfield, Illinois 62794-9276

PART VI. DEFINITIONS AND ACRONYMS (SEE ALSO SPECIAL CONDITIONS)

All definitions contained in Section 502 of the Clean Water Act, 40 CFR 122, and 35 Ill. Adm. Code 309 shall apply to this permit and are incorporated herein by reference. For convenience, simplified explanations of some regulatory/statutory definitions have been provided, but in the event of a conflict, the definition found in the statute or regulation takes precedence.

Best Management Practices (BMPs) means structural or nonstructural controls, schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

BMP is an acronym for "Best Management Practices."

CFR is an acronym for "Code of Federal Regulations."

Control Measure as used in this permit, refers to any Best Management Practice or other method used to prevent or reduce storm water runoff or the discharge of pollutants to waters of the State.

CWA or The Act means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et. seq.

Discharge, when used without a qualifier, refers to discharge of a pollutant as defined at 40 CFR 122.2.

Green Infrastructure means wet weather management approaches and technologies that utilize, enhance or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse. Green Infrastructure approaches currently in use include green roofs, trees and tree boxes, rain gardens, vegetated swales, pocket wetlands, infiltration planters, porous and permeable pavements, porous piping systems, dry wells, vegetated median strips, reforestation/revegetation, rain barrels and cisterns and protection and enhancement of riparian buffers and floodplains.

Illicit Connection means any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit Discharge is defined at 40 CFR 122.26(b)(2) and refers to any discharge to a municipal separate storm sewer that is not composed entirely of storm water, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from fire fighting activities.

MEP is an acronym for "Maximum Extent Practicable," the technology-based discharge standard for Municipal Separate Storm Sewer Systems to reduce pollutants in storm water discharges that was established by CWA Section 402(p). A discussion of MEP as it applies to small MS4s is found at 40 CFR 122.34.

MS4 is an acronym for "Municipal Separate Storm Sewer System" and is used to refer to a Large, Medium, or Small Municipal Separate Storm Sewer System (e.g. "the Dallas MS4"). The term is used to refer to either the system operated by a single entity or a group of systems within an area that are operated by multiple entities (e.g., the Houston MS4 includes MS4s operated by the city of Houston, the Texas Department of Transportation, the Harris County Flood Control District, Harris County, and others).

Municipal Separate Storm Sewer is defined at 40 CFR 122.26(b)(8) and means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States; (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

NOI is an acronym for "Notice of Intent" to be covered by this permit and is the mechanism used to "register" for coverage under a general permit.

NPDES is an acronym for "National Pollutant Discharge Elimination System."

Outfall is defined at 40 CFR 122.26(b)(9) and means a point source as defined by 40 CFR 122.2 at the point where a municipal separate storm sewer discharges to waters of the United States and does not include open conveyances connecting two municipal storm sewers, or pipes, tunnels or other conveyances which connect segments of the same stream or other waters of the United States and are used to convey waters of the United States.

Owner or Operator is defined at 40 CFR 122.2 and means the owner or operator of any "facility or activity" subject to regulation under the NPDES program.

Permitting Authority means the Illinois EPA.

Point Source is defined at 40 CFR 122.2 and means any discernable, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Qualifying Local Program is defined at 40 CFR 122.34(c) and means a local, state, or Tribal municipal storm water management program that imposes, at a minimum, the relevant requirements of paragraph (b) of Section 122.34.

Small Municipal Separate Storm Sewer System is defined at 40 CFR 122.26(b)(16) and refers to all separate storm sewers that are owned or operated by the United States, a State [sic], city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State [sic] law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States, but is not defined as "large" or "medium" municipal separate storm sewer system. This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings.

Storm Water is defined at 40 CFR 122.26(b)(13) and means storm water runoff, snowmelt runoff, and surface runoff and drainage.

Storm Water Management Program (SWMP) refers to a comprehensive program to manage the quality of storm water discharged from the municipal separate storm sewer system.

SWMP is an acronym for "Storm Water Management Program."

TMDL is an acronym for "Total Maximum Daily Load."

Waters (also referred to as waters of the state or receiving water) is defined at Section 301.440 of Title 35: Subtitle C: Chapter I of the Illinois Pollution Control Board Regulations and means all accumulations of water, surface and underground, natural, and artificial, public and private, or parts thereof, which are wholly or partially within, flow through, or border upon the State of Illinois, except that sewers and treatment works are not included except as specially mentioned; provided, that nothing herein contained shall authorize the use of natural or otherwise protected waters as sewers or treatment works except that in-stream aeration under Agency permit is allowable.

"You" and "Your" as used in this permit is intended to refer to the permittee, the operator, or the discharger as the context indicates and that party's responsibilities (e.g., the city, the county, the flood control district, the U.S. Air Force, etc.).

ILR40TML_FINAL

**Attachment H
Standard Conditions
Definitions**

Act means the Illinois Environmental Protection Act, 415 LCS 5 as Amended.

Agency means the Illinois Environmental Protection Agency.

Board means the Illinois Pollution Control Board.

Clean Water Act (formerly referred to as the Federal Water Pollution Control Act) means Pub. L. 92-500, as amended, 33 U.S.C. 1251 et seq.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under Sections 307, 402, 318 and 405 of the Clean Water Act.

USEPA means the United States Environmental Protection Agency.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

Maximum Daily Discharge Limitation (daily maximum) means the highest allowable daily discharge.

Average Monthly Discharge Limitation (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Discharge Limitation (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of water of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Aliquot means a sample of specified volume used to make up a total composite sample.

Grab Sample means an individual sample of at least 100 milliliters collected at a randomly selected time over a period not exceeding 15 minutes.

24 Hour Composite Sample means a combination of at least 2 sample aliquots of at least 100 milliliters collected at periodic intervals during the operating hours of a facility over a 24-hour period.

8 Hour Composite Sample means a combination of at least 2 sample aliquots of at least 100 milliliters collected at periodic intervals during the operating hours of a facility over an 8-hour period.

Flow Proportional Composite Sample means a combination of sample aliquots of at least 100 milliliters collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

(1) **Duty to comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

(2) **Duty to reapply.** If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.

(3) **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

(4) **Duty to mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

(5) **Proper operation and maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems, only when necessary to achieve compliance with the conditions of the permit.

(6) **Permit actions.** This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

(7) **Property rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.

(8) **Duty to provide information.** The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency, upon request, copies of records required to be kept by this permit.

(9) **Inspection and entry.** The permittee shall allow an authorized representative of the Agency, upon the presentation of credentials and other documents as may be required by law, to:

(a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;

(b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;

(c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit, and

(d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, entry substances or parameters at any location.

(10) **Monitoring and records.**

(a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

(b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of this permit, measurement, report or application. This period may be extended by request of the Agency at any time.

(c) Records of monitoring information shall include:

(1) The date, exact place, and time of sampling or measurements.

(2) The individual(s) who performed the sampling or measurements;

(3) The date(s) analyses were performed;

(4) The individual(s) who performed the analyses;

(5) The analytical techniques or methods used, and

(6) The results of such analyses.

(d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.

(11) **Signatory requirement.** All applications, reports or information submitted to the Agency shall be signed and certified.

(a) **Application.** All permit applications shall be signed as follows:

(1) For a corporation: by the principal executive officer; or at least the level of vice president, or a person or position having overall responsibility for environmental matters for the corporation;

(2) For a partnership or sole proprietorship: by a general partner or the proprietor respectively, or

- (3) For a municipality, State, Federal, or other public agency, by either a principal executive officer or ranking elected official:
- (c) Reports. All reports required by permits or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - (1) The authorization is made in writing by a person described in paragraph (a) and
 - (c) Changes of Authorization. If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
- (12) Reporting requirements
- (a) Planned changes. The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility.
 - (b) Anticipated noncompliance. The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
 - (c) Compliance schedules. Reports of compliance or noncompliance with, or any progress report, on, interim, and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
 - (d) Monitoring reports. Monitoring results shall be reported at the intervals specified elsewhere in this permit.
 - (1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).
 - (2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - (3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.
 - (e) Twenty-four hour reporting. The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue, and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The following shall be included as information which must be reported within 24 hours:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - (2) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit to be reported within 24 hours.

The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
 - (f) Other noncompliance. The permittee shall report all instances of noncompliance not reported under paragraphs (12)(c) (d) or (e), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12)(e).
 - (g) Other information. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.
- (13) Transfer of permits. A permit may be automatically transferred to a new permittee if:
- (a) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date.
 - (b) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between the current and new permittees, and
 - (c) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.
- (2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and
 - (3) The written authorization is submitted to the Agency.
- (14) All manufacturing, commercial, mining, and agriculture dischargers must notify the Agency as soon as they know or have reason to believe:
- (a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - (1) One hundred micrograms per liter (100 ug/l)
 - (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile, five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol, and one milligram per liter (1 mg/l) for antimony.
 - (3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application, or
 - (4) The level established by the Agency in this permit.
 - (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.
- (15) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
- (a) Any new introduction of pollutants into the POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants, and
 - (b) Any substantial change in the volume or character of pollutants being introduced into the POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
 - (c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.
- (16) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
- (a) User charges pursuant to Section 204(b) of the Clean Water Act and applicable regulations appearing in 40 CFR 35,
 - (b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act, and
 - (c) Inspection, monitoring and entry pursuant to Section 306 of the Clean Water Act.
- (17) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2) or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.
- (18) Any authorization to construct issued to the permittee pursuant to 35 P.S. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.
- (19) The permittee shall not make any false statement, representation or certification in any application, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.
- (20) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 305, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$10,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, or 308 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year or both.
- (21) The Clean Water Act provides that any person who falsifies, tamper's with, or knowingly renders inoperative any monitoring device or method required to be maintained under permit shall, upon conviction, be punished by a fine of not more than \$10,000 per

violation, or by imprisonment for not more than 6 months per violation, or by both.

- (22) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit shall, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- (23) Collected screening slimes, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.
- (24) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.
- (25) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board.
- (26) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

(Rev. 6-1-2007)



United City of Yorkville

County Seat of Kendall County

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-8545

Fax: 630-553-3436

Website: www.yorkville.il.us

NPDES / EROSION CONTROL INSPECTION REPORT

Date of Inspection: _____ Project: _____
Name of Inspector: _____
Type of Inspection: Weekly _____ > 0.5" Precip. _____
Contractor: _____
Subs: _____

1. Are all of the temporary and permanent controls contained in the pollution prevention (erosion control) plan or as directed by the engineer in place? YES NO
If not, why not? _____

2. Are the temporary and permanent erosion and sediment controls that have been installed operating correctly? YES NO If not, what additional controls or adjustments is the contractor hereby directed to install or perform? _____

3. Are the erosion and sediment controls being properly maintained? YES NO
If not, what maintenance is the contractor hereby directed to perform? _____

4. Is there tracking of sediment from locations where vehicles enter and leave the project?
 YES NO If yes, describe the location(s) and the actions the contractor is hereby directed to perform. _____

5. Have the additional controls, adjustments, or maintenance directed as a result of the last inspection been implemented within seven (7) calendar days? YES NO
If not, the contractor is hereby notified that no further work activity will be permitted to take place until the necessary corrective measures have been taken.

Other comments: _____

Inspector Signature



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

Date:

1ST NOTICE OF VIOLATION

Applicant Name

Company

Address

City State Zip

Subject: **Project Name**
Site Development Permit No. _____
1st Notice of Violation

Gentlemen:

You are hereby notified of the following violation(s) to your Site Development Permit:

- Failure to notify the city prior to construction.
- Failure to install/maintain a non-erosive outlet from the structure to the watercourse
Location(s) _____
- Failure to install/maintain soil erosion and sediment control features prior to commencing earthwork.
Location(s) _____
- Failure to install/maintain temporary or permanent seeding.
Location(s) _____
- Failure to install/maintain sod.
Location(s) _____
- Failure to install/maintain erosion control blanket.
Location(s) _____
- Failure to properly install/maintain silt fence.
Location(s) _____
- Failure to install/maintain sediment traps.
Location(s) _____

- Failure to install/maintain storm inlet protection.
Location(s) _____
- Failure to route dewatering services through an effective sediment control measure.
Location(s) _____
- Failure to install/maintain stabilized construction entrance. Failure to clean right of way/pavement.
Location(s) _____
- Failure to install/maintain runoff diversion controls.
Location(s) _____
- Failure to prevent erosion from stockpile, or the placement of stockpile in a flood-prone or buffer area.
Location(s) _____
- Failure to maintain dust control.
Location(s) _____
- Failure to follow permitted construction sequencing.
Location(s) _____

You must take immediate action and cure all deficiencies identified above within five (5) working days, or the city may issue a Stop Work Order or invoke penalties and legal actions that provides for fines for each offense each day the violation continues. Once all deficiencies have been cured, please call our office to schedule a re-inspection. If you have any questions please contact the City Engineer at (630)553-8545.

Sincerely,


Code Official

cc: _____

STORMWATER MANAGEMENT SYSTEM ANNUAL MAINTENANCE PLAN FOR EXISTING FACILITIES

Purpose and Objective:

Detention and water quality treatment facilities, storm sewers, swales and native vegetation/buffer areas define a development's stormwater management system. When land is altered to build homes and other developments, the natural system of trees and plants is replaced with impervious surfaces like sidewalks, streets, decks, roofs, driveways, or lawns over highly compacted soils. As a result more rain water / storm water flows off the land at a faster rate and less rain water is absorbed into the soil. This can lead to streambank erosion, downstream flooding and increased concentrations of pollutants. The existing storm water management system was designed to help slow the rate of runoff from the development and maintain the quality of the storm water leaving the site.

Inspection Frequency:

Inspection experience will determine the required cleaning frequencies for the components of the stormwater management system. At a minimum, the attached checklist items should be inspected annually. Detention ponds (including the outlet control structure and restrictors) should be inspected on a monthly basis during wet weather conditions from March to November.

Maintenance Considerations:

Whenever possible, maintenance activities should be performed during the inspection. These activities should be supplemented by repair / replacement as required. A Registered Professional Engineer (PE) shall be hired for design resolution of specific items as indicated on the checklist below.

Cost Considerations:

Frequent maintenance program work execution will lead to less frequent and less costly long-term maintenance and repair. The attached checklist items may need to be amended based on inspection experience.

Record Keeping:

Separate and distinct records should be maintained by the responsible party for all tasks performed associated with this plan. The records shall include the dates of maintenance visits, who performed the inspection, and a description of the work performed.

Post-Construction Stormwater Management System Inspection Checklist

The following checklist describes the suggested routine inspection items and recommended measures to be taken to ensure that the Stormwater Management System functions as designed. When hiring a PE is the recommended measure, the PE shall inspect, evaluate and recommend corrective actions. The General section outlines items that should be taken into consideration during inspection and maintenance activities. While performing an overall inspection of your system, please check for the following items.

General -

- Litter and debris shall be controlled.
- Accumulated sediment shall be disposed of properly, along with any wastes generated during maintenance operations.
- Riprap areas shall be repaired with the addition of new riprap, as necessary, of adequate size and shape.
- Roads and parking lots shall be swept or vacuumed on a periodic basis.
- Access path to storm water management facilities should be free from obstructions (woodpiles, sheds, vegetation).
- Fences, gates and posts shall be maintained.
- Signs shall be maintained.

Storage Facilities (Detention, Retention and Water Quality Treatment Facilities)

Dams and berms

- ___ Settlement. If settlement observed, hire a PE.
- ___ Breaks or failures. If failure observed, notify the Village immediately and hire a PE.
- ___ Erosion. Repair as needed.
- ___ Signs of leakage, seepage or wet spots. If observed, hire a PE.
- ___ Unwanted growth or vegetation. Remove as needed.

Shorelines

- ___ Erosion or rip-rap failures. Repair as needed
- ___ Undermining. Stabilize and repair as needed.

Outlet and inlet structure

- ___ Obstructions blocking outlet pipe, restrictor, channel or spillway. Remove obstructions immediately.
- ___ Separation of joints. Repair as needed.
- ___ Cracks, breaks, or deterioration of concrete. Repair as needed
- ___ Scour and erosion at outlet. If observed, repair (consider additional or alternative stabilization methods).
- ___ Condition of trash racks. Remove any collected debris.

- ___ Outlet channel conditions downstream. Stabilize soil or remove obstructions as needed.

Storage Volume

- ___ Facilities shall be inspected to ensure that the constructed volume for detention is maintained. No sediment, topsoil, or other dumping into the facility shall be allowed. If a detention facility includes specific locations designed to accumulate sediment these locations should be dredged every 5-yrs or when 50% of the volume has been lost.
- ___ Wet ponds lose 0.5 - 1.0% of their volume annually. Dredging is required when accumulated volume loss reaches 15%, or approximately every 15-20 years.

Storm Sewers

- ___ System is free draining into collection channels or catch basins. If concerned, clean or repair.
- ___ Catch basins. Remove sediment when more than 50% of basin sump is filled.
- ___ Siltation in Culvert. Culverts shall be checked for siltation deposit, clean out as necessary.

Bridges

- ___ Any scouring around wing walls. Stabilize and repair as needed. If concerned, hire a PE.
- ___ Any undermining of footings. Stabilize and repair as needed. If concerned, hire a PE.

Swales –

- ___ All ditches or pipes connecting ponds in series should be checked for debris that may block flow.
- ___ Repair and replace permanent check-dams as necessary.
- ___ Verify systems (both drainage ditches and sideyard swales) are maintaining originally constructed design slope and cross-sectional area. If fill or sediment contributes to elevation changes in swale, re-grading and re-shaping shall be performed. Licensed surveyors shall be hired to lay-out and check grades. No landscaping, earthen fill, gardens, or other obstructions (including sheds and other structures) shall be allowed in the swales that would impede design drainage flow patterns.

Vegetated Areas –

- ___ Need for planting, reseeding or sodding of native areas. Supplement alternative native vegetation if a significant portion has not established (50% of the surface area). Reseed with alternative grass species if original grass cover has not successfully established.
- ___ Need for planting, reseeding or sodding of turf areas. Supplement alternative native vegetation if a significant portion has not established (75% of the surface area).

Reseed with alternative grass species if original grass cover has not successfully established.

- _____ Invasive vegetation (refer to the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois, or hire an environmental or landscape specialist, or hire an environmental or landscape specialist). Remove as necessary.

Wetland Buffers –

- _____ Inspect for evidence of erosion or concentrated flows through or around the buffer. All eroded areas should be repaired, seeded and mulched. A shallow stone trench should be installed as a level spreader to distribute flows evenly in any area showing concentrated flows.
- _____ All existing undergrowth, forest floor duff layer, and leaf litter must remain undisturbed except in designated paths or permitted encroachment areas.
- _____ No tree cutting is allowed except for normal maintenance of dead, diseased and damaged trees or; the culling of invasive, noxious or non-native species that are to be replaced by more desirable and native vegetation.
- _____ A buffer must maintain a dense, complete and vigorous cover of "non-lawn" vegetation which should not be mowed no more than once a year. Vegetation may include grass and other herbaceous species as well as shrubs and trees.
- _____ Use or maintenance activities within the buffer shall be conducted so as to prevent damage to vegetation and exposure of soil.

STORMWATER MANAGEMENT SYSTEM MAINTENANCE PLAN FOR NEW FACILITIES

Subject: **INSERT DEVELOPMENT NAME HERE**

SUCH PROPERTY BEING THE REAL PROPERTY NOW DULY PLATTED AS **INSERT DEVELOPMENT NAME HERE**, AS SUCH PLAT IS NOW RECORDED AS DOCUMENT NO. **INSERT DOCUMENT NUMBER**, IN THE OFFICE OF THE RECORDER OF DEEDS OF THE COUNTY OF KENDALL, STATE OF ILLINOIS, HEREBY MAKES THE FOLLOWING DECLARATIONS OF MAINTENANCE RESPONSIBILITIES.

Responsibilities

Adequate provisions for maintenance of the stormwater system are an essential aspect of long-term drainage performance. Responsibility for the overall maintenance shall rest with the **insert responsible party name here**.

Purpose and Objective:

Detention and water quality treatment facilities, storm sewers, swales and native vegetation/buffer areas define a development's stormwater management system. When land is altered to build homes and other developments, the natural system of trees and plants is replaced with impervious surfaces like sidewalks, streets, decks, roofs, driveways, or lawns over highly compacted soils. As a result more rain water / storm water flows off the land at a faster rate and less rain water is absorbed into the soil. This can lead to streambank erosion, downstream flooding and increased concentrations of pollutants. The storm water management system was designed to help slow the rate of runoff from the development and improve the quality of the storm water leaving the site.

Interpretation as to Requirements Under This Maintenance Plan:

The requirement for this Maintenance Plan is generated by the City of Yorkville Ordinance 2009-78. The interpretation of the maintenance requirements set forth in this Maintenance Plan shall be interpreted on the basis of the intent and requirements of said Ordinance.

Inspection Frequency:

Inspection experience will determine the required cleaning frequencies for the components of the stormwater management system. At a minimum, the attached checklist items should be inspected annually. Detention ponds (including the outlet control structure and restrictors) should be inspected on a monthly basis during wet weather conditions from March to November.

Maintenance Considerations:

Whenever possible, maintenance activities should be performed during the inspection. These activities should be supplemented by repair / replacement as required. A Registered Professional Engineer (PE) shall be hired for design resolution of specific items as indicated on the checklist below.

Cost Considerations:

Frequent maintenance program work execution will lead to less frequent and less costly long-term maintenance and repair. The attached checklist items may need to be amended based on experience recorded over the initial period of occupancy of the development.

Record Keeping:

Separate and distinct records shall be maintained by the responsible party for all tasks performed associated with this plan. The records shall include the dates of maintenance visits, who performed the inspection, and a description of the work performed.

_____, the owner's agent, has caused these presents to be signed and acknowledged, this _____ day of _____, 2_____.

By: _____

Post-Construction Stormwater Management System Inspection Checklist

The following checklist describes the suggested routine inspection items and recommended measures to be taken to ensure that the Stormwater Management System functions as designed. When hiring a PE is the recommended measure, the PE shall inspect, evaluate and recommend corrective actions. The General section outlines items that should be taken into consideration during inspection and maintenance activities. While performing an overall inspection of your system, please check for the following items.

General -

- Litter and debris shall be controlled.
- Accumulated sediment shall be disposed of properly, along with any wastes generated during maintenance operations.
- Riprap areas shall be repaired with the addition of new riprap, as necessary, of adequate size and shape.
- Roads and parking lots shall be swept or vacuumed on a periodic basis.
- Access path to storm water management facilities should be free from obstructions (woodpiles, sheds, vegetation).
- Fences, gates and posts shall be maintained.
- Signs shall be maintained.

Dams and berms

- ___ Settlement. If settlement observed, hire a PE.
- ___ Breaks or failures. If failure observed, notify the Village immediately and hire a PE.
- ___ Erosion. Repair as needed.
- ___ Signs of leakage, seepage or wet spots. If observed, hire a PE.
- ___ Unwanted growth or vegetation. Remove as needed.

Shorelines

- ___ Erosion or rip-rap failures. Repair as needed
- ___ Undermining. Stabilize and repair as needed.

Outlet and inlet structure

- ___ Obstructions blocking outlet pipe, restrictor, channel or spillway. Remove obstructions immediately.
- ___ Separation of joints. Repair as needed.
- ___ Cracks, breaks, or deterioration of concrete. Repair as needed
- ___ Scour and erosion at outlet. If observed, repair (consider additional or alternative stabilization methods).
- ___ Condition of trash racks. Remove any collected debris.
- ___ Outlet channel conditions downstream. Stabilize soil or remove obstructions as needed.

Storage Volume

- _____ Facilities shall be inspected to ensure that the constructed volume for detention is maintained. No sediment, topsoil, or other dumping into the facility shall be allowed. If a detention facility includes specific locations designed to accumulate sediment these locations should be dredged every 5-yr or when 50% of the volume has been lost.
- _____ Wet ponds lose 0.5 - 1.0% of their volume annually. Dredging is required when accumulated volume loss reaches 15%, or approximately every 15-20 years.

Storm Sewers

- _____ System is free draining into collection channels or catch basins. Clean and/or repair as necessary.
- _____ Catch basins. Remove sediment when more than 50% of basin sump is filled.
- _____ Siltation in Culvert. Culverts shall be checked for siltation deposit, clean out as necessary.

Bridges

- _____ Any scouring around wing walls. Stabilize and repair as needed. If concerned, hire a PE.
- _____ Any undermining of footings. Stabilize and repair as needed. If concerned, hire a PE.

Swales –

- _____ All ditches or pipes connecting ponds in series should be checked for debris that may block flow.
- _____ Repair and replace permanent check-dams as necessary.
- _____ Verify systems (both drainage ditches and sideyard swales) are maintaining originally constructed design slope and cross-sectional area. If fill or sediment contributes to elevation changes in swale, re-grading and re-shaping shall be performed. Licensed surveyors shall be hired to lay-out and check grades. No landscaping, earthen fill, gardens, or other obstructions (including sheds and other structures) shall be allowed in the swales that would impede design drainage flow patterns.

Vegetated Areas –

- _____ Need for planting, reseeding or sodding of native areas. Supplement alternative native vegetation if a significant portion has not established (50% of the surface area). Reseed with alternative grass species if original grass cover has not successfully established.
- _____ Need for planting, reseeding or sodding of turf areas. Supplement alternative native vegetation if a significant portion has not established (75% of the surface area). Reseed with alternative grass species if original grass cover has not successfully established.

- _____ Invasive vegetation (refer to the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois, or hire an environmental or landscape specialist). Remove as necessary.

Wetland Buffers –

- _____ Inspect for evidence of erosion or concentrated flows through or around the buffer. All eroded areas should be repaired, seeded and mulched. A shallow stone trench should be installed as a level spreader to distribute flows evenly in any area showing concentrated flows.
- _____ All existing undergrowth, forest floor duff layer, and leaf litter must remain undisturbed except in designated paths or permitted encroachment areas.
- _____ No tree cutting is allowed except for normal maintenance of dead, diseased and damaged trees or; the culling of invasive, noxious or non-native species that are to be replaced by more desirable and native vegetation.
- _____ A buffer must maintain a dense, complete and vigorous cover of "non-lawn" vegetation which should not be mowed more than once a year. Vegetation may include grass and other herbaceous species as well as shrubs and trees.
- _____ Use or maintenance activities within the buffer shall be conducted so as to prevent damage to vegetation and exposure of soil.



United City of Yorkville

County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois 60560
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Fax: 630-553-3436
Website: www.yorkville.il.us

STORM WATER BASIN ANNUAL INSPECTION REPORT

Basin Address and/or Location: _____

Basin Type (circle): Dry Detention Wet Detention Naturalized

Owner Name: _____ Owner Contact Number: _____

Owner Address: _____

Owner Email: _____

Maintainer Name: _____ Maintainer Contact Number: _____

Maintainer Address: _____

Maintainer Email: _____

Inspection Date: _____ Submittal Date: _____

Complete **ONLY** the "Annual Inspection Items" and sign below for all years between 5th Year Inspections. The 5th Year Inspection to be completed entirely by a professional engineer, licensed in the State of Illinois. See Page 2 for more information regarding 5th Year Inspection requirements.

ANNUAL INSPECTION ITEMS		
CIRCLE 'YES' OR 'NO' FOR ALL ITEMS BELOW		
A. Has debris or trash accumulated?	YES	NO
B. Has sediment accumulated?	YES	NO
C. Are noxious weeds present that prevent the desired vegetation from growing properly?	YES	NO
D. Is there exposed soil not covered with vegetation, mulch, or other non-erodible material?	YES	NO
E. Is soil erosion present along standing or moving surface water?	YES	NO
F. Is soil erosion present at basin sides, inlet, or outlet?	YES	NO
G. Are holes present from animals, or is there undesirable soil loss?	YES	NO
H. Is algae or stagnant moisture present?	YES	NO
I. Are unpleasant odors emerging?	YES	NO
J. Are wet or soggy areas present that prevent desired vegetation from growing?	YES	NO
K. Is runoff entering or leaving the basin in a manner which prevents proper function of its inflow or outflow systems?	YES	NO
L. Does flow out of basin occur in a manner that creates erosion or damage to adjacent property?	YES	NO
M. Are the basin functions impaired?	YES	NO
N. Other items and comments: _____		
O. Corrective measures for all 'YES' answers above: _____		

ATTACH ADDITIONAL PAGES IF NECESSARY, TO PROPERLY DOCUMENT INSPECTION.

THE INFORMATION PROVIDED IS AN ACCURATE AND CURRENT DESCRIPTION OF THE BASIN AT THIS LOCATION:

SIGNATURE

PRINTED NAME

DATE: _____

Illicit Discharge Tracking Form

Incident ID:				
Responder Information				
Call taken by:		Call date:		
Call time:		Precipitation (inches) in past 24-48 hrs:		
Reporter Information				
Incident time:		Incident date:		
Caller contact information (optional):				
Incident Location (complete one or more below)				
Latitude and longitude:				
Stream address or outfall #:				
Closest street address:				
Nearby landmark:				
Primary Location Description		Secondary Location Description:		
<input type="checkbox"/> Stream corridor (In or adjacent to stream)	<input type="checkbox"/> Outfall	<input type="checkbox"/> In-stream flow	<input type="checkbox"/> Along banks	
<input type="checkbox"/> Upland area (Land not adjacent to stream)	<input type="checkbox"/> Near storm drain	<input type="checkbox"/> Near other water source (storm water pond, wetland, etc.):		
Narrative description of location:				
Upland Problem Indicator Description				
<input type="checkbox"/> Dumping	<input type="checkbox"/> Oil/solvents/chemicals	<input type="checkbox"/> Sewage		
<input type="checkbox"/> Wash water, suds, etc.	<input type="checkbox"/> Other: _____			
Stream Corridor Problem Indicator Description				
Odor	<input type="checkbox"/> None	<input type="checkbox"/> Sewage	<input type="checkbox"/> Rancid/Sour	<input type="checkbox"/> Petroleum (gas)
	<input type="checkbox"/> Sulfide (rotten eggs); natural gas	<input type="checkbox"/> Other: Describe in "Narrative" section		
Appearance	<input type="checkbox"/> "Normal"	<input type="checkbox"/> Oil sheen	<input type="checkbox"/> Cloudy	<input type="checkbox"/> Suds
	<input type="checkbox"/> Other: Describe in "Narrative" section			
Floatables	<input type="checkbox"/> None:	<input type="checkbox"/> Sewage (toilet paper, etc)	<input type="checkbox"/> Algae	<input type="checkbox"/> Dead fish
	<input type="checkbox"/> Other: Describe in "Narrative" section			
Narrative description of problem indicators:				
Suspected Violator (name, personal or vehicle description, license plate #, etc.):				

Investigation Notes	
Initial investigation date:	Investigators:
<input type="checkbox"/> No investigation made	Reason:
<input type="checkbox"/> Referred to different department/agency:	Department/Agency:
<input type="checkbox"/> Investigated: No action necessary	
<input type="checkbox"/> Investigated: Requires action	Description of actions:
Hours between call and investigation:	Hours to close incident:
Date case closed:	
Notes:	

Stormwater Outfall Inspection Form

Section 1: Background Data

Subwatershed:	Outfall ID:	
Date:	Time (Military):	
Temperature:	Inspector(s):	
Previous 48 Hours Precipitation:	Photo's Taken (Y/N)	If yes, Photo Numbers:
Land Use in Drainage Area (Check all that apply):	<input type="checkbox"/> Open Space <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Residential Other: _____ <input type="checkbox"/> Commercial Known Industries: _____	

Section 2: Outfall Description

LOCATION	MATERIAL	SHAPE	DIMENSIONS (IN.)	SUBMERGED	
Storm Sewer (Closed Pipe)	<input type="checkbox"/> RCP <input type="checkbox"/> CMP <input type="checkbox"/> PVC <input type="checkbox"/> HDPE <input type="checkbox"/> Steel <input type="checkbox"/> Clay / draintile <input type="checkbox"/> Other: _____	<input type="checkbox"/> Circular <input type="checkbox"/> Elliptical <input type="checkbox"/> Box <input type="checkbox"/> Other: _____	<input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Triple <input type="checkbox"/> Other: _____	Diameter/Dimensions: _____ _____	In Water: <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Fully With Sediment: <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Fully
	Open drainage (swale/ditch)	<input type="checkbox"/> Concrete <input type="checkbox"/> Earthen <input type="checkbox"/> rip-rap <input type="checkbox"/> Other: _____	<input type="checkbox"/> Trapezoid <input type="checkbox"/> Parabolic <input type="checkbox"/> Other: _____	Depth: Top Width: Bottom Width:	

Section 3: Physical Indicators

INDICATOR	CHECK if Present	DESCRIPTION	COMMENTS
Outfall Damage	<input type="checkbox"/>	<input type="checkbox"/> Spalling, Cracking or Chipping <input type="checkbox"/> Peeling Paint <input type="checkbox"/> Corrosion	
Deposits/Stains	<input type="checkbox"/>	<input type="checkbox"/> Oily <input type="checkbox"/> Flow Line <input type="checkbox"/> Paint <input type="checkbox"/> Other: _____	
Abnormal Vegetation	<input type="checkbox"/>	<input type="checkbox"/> Excessive <input type="checkbox"/> Inhibited	
Poor pool quality	<input type="checkbox"/>	<input type="checkbox"/> Odors <input type="checkbox"/> Colors <input type="checkbox"/> Floatables <input type="checkbox"/> Oil Sheen <input type="checkbox"/> Suds <input type="checkbox"/> Excessive Algae <input type="checkbox"/> Other: _____	
Pipe algae/growth	<input type="checkbox"/>	<input type="checkbox"/> Brown <input type="checkbox"/> Orange <input type="checkbox"/> Green <input type="checkbox"/> Other: _____	
Do physical indicators suggest an illicit discharge is present (Y/N):			

Flow Present?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If No, Skip to Section 7 and Close Illicit Discharge Investigation
Flow Description	<input type="checkbox"/> Trickle	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial

Section 4: Physical Indicators (Flowing Outfalls Only)

INDICATOR	CHECK if Present	DESCRIPTION	RELATIVE SEVERITY INDEX (1-3)		
Odor	<input type="checkbox"/>	<input type="checkbox"/> Sewage <input type="checkbox"/> Rancid/sour <input type="checkbox"/> Sulfide <input type="checkbox"/> Petroleum/gas <input type="checkbox"/> Laundry <input type="checkbox"/> Other:	<input type="checkbox"/> 1-Faint	<input type="checkbox"/> 2 – Easily detected	<input type="checkbox"/> 3 – Noticeable from a distance
Color (color chart)	<input type="checkbox"/>	<input type="checkbox"/> Clear <input type="checkbox"/> Brown <input type="checkbox"/> Gray <input type="checkbox"/> Yellow <input type="checkbox"/> Green <input type="checkbox"/> Orange/Red <input type="checkbox"/> Multi-Color <input type="checkbox"/> Other:	<input type="checkbox"/> 1-Faint colors in sample bottle	<input type="checkbox"/> 2 – Clearly visible in sample bottle	<input type="checkbox"/> 3 – Clearly visible in outfall flow
Turbidity	<input type="checkbox"/>	See severity	<input type="checkbox"/> 1-Slight cloudiness	<input type="checkbox"/> 2 – Cloudy	<input type="checkbox"/> 3 – Opaque
Floatables -Does Not Include Trash!!	<input type="checkbox"/>	<input type="checkbox"/> Sewage <input type="checkbox"/> Suds and Foam <input type="checkbox"/> Petroleum (oil sheen) <input type="checkbox"/> Grease <input type="checkbox"/> Other:	<input type="checkbox"/> 1-Few/slight; origin not obvious	<input type="checkbox"/> 2 – Some; indications of origin	<input type="checkbox"/> 3 - Some; origin clear
Do physical indicators (flowing) suggest an illicit discharge is present (Y/N):					

Section 5: On-Site Sampling / Testing (Flowing Outfalls Only)

PARAMETER	RESULT	ACCEPTABLE RANGE	WITHIN RANGE (Y/N)	EQUIPMENT
Temperature		NA	NA	Thermometer
pH		6 – 9		5-in-1 Test Strip
Ammonia		<3 mg/L April – Oct < 8 mg/L Nov - March		Test Strip
Free Chlorine		NA	NA	5-in-1 Test Strip
Total Chlorine		< 0.05 mg/L		5-in-1 Test Strip
Phenols		< 0.1mg/L		Test Kit
Detergents as Surfactants		> 0.25 mg/L residential > 5 mg/L non-residential		Test Kit
Copper		<0.025 mg/L		Test Strip
Alkalinity		NA	NA	5-in-1 Test Strip
Hardness		NA	NA	5-in-1 Test Strip
Sample Location				

(Note NA values used for future tracing procedures)

Section 6: Data Collection for Lab testing (see flow chart)

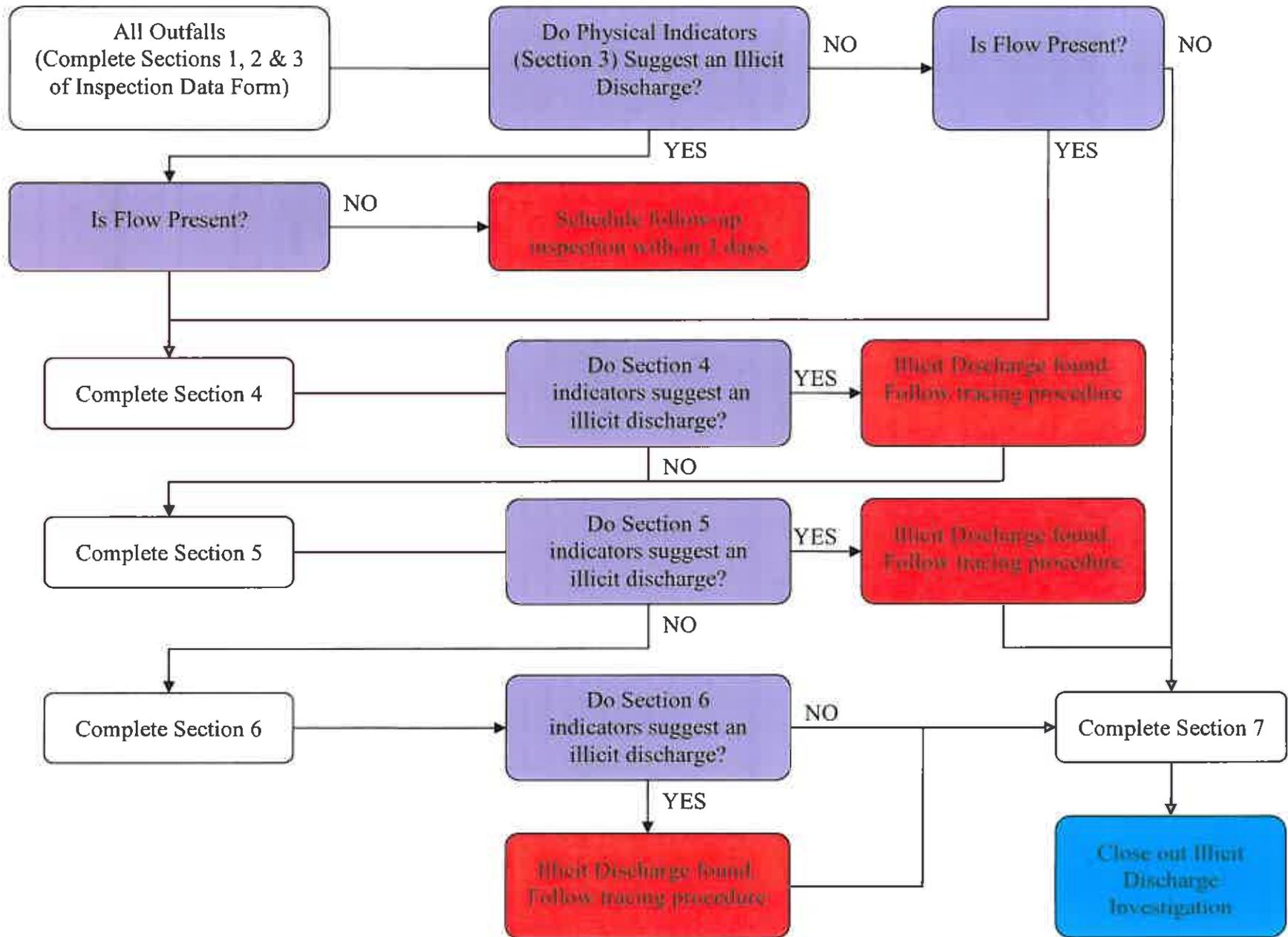
1. Sample for the lab?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. If yes, collected from:	<input type="checkbox"/> Flow	<input type="checkbox"/> Pool

PARAMETER	RESULT (from lab)	ACCEPTABLE RANGE	WITHIN RANGE (Y/N)
Fecal Coliform		400 per 100 mL	
Flouride		0.6 mg/l	
Potassium		Ammonium/Potassium ratio or > 20mg/l	

*note label sample with outfall number

Section 7: Any Non-Illicit Discharge Concerns (e.g., trash or needed infrastructure repairs)?

Outfall Inspection Procedure Flow Chart



Instructions for completing the *Stormwater Outfall Inspection Form*

Strike out incorrect entries with a single line; correct values or descriptions are written above or near the struck-out entries. Do not use a new data entry form to correct an incorrect entry. At the completion of each outfall inspection, the field crews are responsible for ensuring that a *Stormwater Outfall Inspection Form* has been completely and correctly filled out and that all data and remarks are legible.

Section 1: Background Data

Sub-watershed: The receiving water from the stormwater outfall inventory to be entered here.

Outfall ID: Enter the outfall identification number from the stormwater outfall inventory.

Date: To avoid confusion, dates are to be written in the following manner: DAY MONTH YEAR. For example, 10 MARCH 2007.

Time: Military time (24-hour clock) to be used (for example, 8:30 a.m. would be written as 0830; likewise, 1:30 p.m. would be written as 1330).

Temperature: A concise description of the weather conditions at the time of the screening is to be recorded (for example, Clear, 75° F).

Inspector: The name(s) of the field personnel.

Previous 48 Hours Precipitation: The total amount of precipitation during the 48 hours preceding the inspection is to be noted (for example, none-72 Hours or 0"=4 days). If the total precipitation is not known, it is appropriate to enter a qualitative assessment if the precipitation was minor. For example, *Drizzle-36 Hours* if appropriate. If the precipitation amount was significant, actual precipitation totals is obtained from a local rain gage, if available.

Photo's taken (Yes/No): Photographs are to be taken with a camera that superimposes a date and time on the film. The date and time should correspond to the date and time recorded on the data form.

Photo Numbers: If photographs are taken, the number(s) is recorded.

Land Use: Check all that apply, noting which land use is predominate. If the industrial box is checked, any known industries are listed to facilitate potential tracing efforts.

Section 2: Outfall Description

Type of Outfall: Storm Sewer (Closed Pipe) or Open Drainage (Swale/Ditch):

First check if the outfall is either from a Closed Pipe or Open Drainage. Then complete the following row to describe outfall characteristics.

Section 3: Physical Indicators

Indicators: Complete rows describing outfall characteristics (Outfall Damage, Deposits/Stains, Abnormal Vegetation, Poor pool quality, Pipe algae/growth). This section is filled out regardless of current flow conditions. No flow during the time of the inspection, does not rule out the potential of illicit discharges. Corroding or stained pipes, dead or absence of vegetation, are potential indicators of illicit discharges from direct or indirect (i.e. dumping) sources.

Likelihood: After inspecting the physical conditions of the outfall, the likelihood of an illicit discharge is assessed.

Flow Present (Yes/No): A *Yes* or *No* is entered here to indicate the presence or absence of dry-weather flow. If the outfall is submerged or inaccessible, "See Notes" is entered and an explanation provided in the "Notes" section.

Flow Description: A description of the quantity of the dry-weather flow is provided. Refer to Figure 6 of the SMPP.

Flow Chart Procedure:

- If *No* is entered in the "Flow Present" block and no non-flowing physical indicators appear present the inspection can be closed, skip to Section 7 of the form.
- If *No* is entered in the "Flow Present" block but indicators appear present, place the outfall on the follow-up inspection log, then the current inspection can be closed, skip to Section 7 of the form.
- If *Yes* is entered in the "Flow Present" block (regardless of the presence of non-flowing physical indicators), complete remainder of Section and proceed to Section 4.

Section 4: Physical Indicators (Flowing Outfalls Only)

Complete rows describing outfall characteristics (Odor, Color, Turbidity, and Floatables). This section is filled out for flowing outfalls only.

Odor: The presence of an odor is to be assessed by fanning the hand toward the nose over a wide-mouth container of the sample, keeping the sample about 6 to 8 inches from the face. Be careful not to be distracted by odors in the air. Provide a description of the odor, if present.

Color: The presence of color in the discharge is to be assessed by filling a clean glass sample container with a portion of the grab sample and comparing the sample with a color chart, if color is present. If a color chart is used, the number corresponding to the color matching the sample is to be entered in this blank. Color is not assessed by looking into the discharge. Refer to Table 3 of the SMPP.

Turbidity “clarity”: Turbidity is a measure of the clarity of water. Turbidity may be caused by many factors, including suspended matter such as clay, silt, or finely divided organic and inorganic matter. Turbidity is a measure of the optical properties that cause light to be scattered and not transmitted through a sample. The presence of turbidity is to be assessed by comparing the sample to clean glass sample container with colorless distilled water.

Floatables: The presence of floating scum, foam, oil sheen, or other materials on the surface of the discharge are to be noted. Describe of any floatables present that are attributable to discharges from the outfall. Do not include trash originating from areas adjacent to the outfall in this observation.

Likelihood: After inspecting the physical conditions of the outfall discharge, the likelihood of an illicit discharge is assessed. If flowing physical indicators are present the tracing procedure are immediately implemented by one of the field crew. The second member of the field crew continues with the inspection by performing the on-site testing in Section 5.

Flow Chart Procedure:

- If flowing physical indicators are present the tracing procedure is immediately implemented by one of the field crew. The second member of the field crew continues with the inspection by performing the on-site testing in Section 5.
- If flowing physical indicators do not suggest an illicit discharge continue with the inspection by performing the on-site testing in Section 5.

Section 5: On-Site Sampling/Testing (Flowing Outfalls Only)

Parameters: Test strip or kit chemical analyses are conducted for the following parameters:

- pH, test strip,
- Color, color chart,
- Chlorine, test strip,
- Copper, test strip,
- Ammonia, test strip,
- Phenols, test kit, and
- Detergents, test kit.

Testing is done by either a test strip or test kit as applicable (refer to the equipment column). The results are compared with the “acceptable range” and the “within range” column is filled out with a Yes or No. Note that the Temperature, Alkalinity and Hardness are determined although these results do not need to be compared with an “acceptable range”. These values are used to assist in determining the source of the illicit discharge during the tracing procedure.

Sampling Location: A description of the actual sampling location is to be recorded (for example, at end of outfall pipe). If the outfall is submerged or is inaccessible for sampling, an upstream sampling location may be required. A description of any upstream sampling locations is recorded here. Grab samples are collected from the middle, both vertically and horizontally, of the dry-weather flow discharge in a critically cleaned glass container. Samples can be collected by manually dipping a sample container into the flow.

Sampling Procedures: Use the following procedures for all test kit analyses:

1. Take a grab sample and swirl to ensure that the sample is well mixed.
2. Rinse the sample cup (25ml) twice with distilled water. Next, rinse the sample cup twice with water from the grab sample.
3. Fill the sample cup to the 25 ml mark, or as required by the instructions for the test kits. Hold the sample cup at eye level to ensure that measurements are accurate.
4. Conduct the test kit analyses following the manufacturer’s instructions.
5. Dispose of the sample as follows:
 - If no chemical or reagents have been added to the sample, the water can be poured on the ground.
 - If any chemical or reagent is added to the sample, pour the water into a container marked “Liquid Waste” for proper disposal to a sanitary sewer system at the end of the day.
6. Rinse the sample cup three times with tap water and dry with a paper towel.

Flow Chart Procedure:

- If any parameter is outside of the “acceptable range” then an illicit discharge has likely been found. The tracing procedure is immediately implemented by one of the field crew. Testing can be stopped, and the second member of the field crew continues with the inspection by completing Section 7.
- If none of the parameters are outside of the acceptable range, proceed to Section 6.

Section 6: Data Collection for Lab Testing

Determine if the Yorkville-Bristol Sanitary District has adequate staff capacity to analyze the samples.

- If YBSD has adequate staff capacity, collect grab samples and provide them to YBSD. Note the location of the sample. Label the sample with the outfall ID number. Proceed to Section 7 while in the field and complete the remainder of Section 6 after the lab results are available.
- If YBSD does not currently have adequate capacity, determine if Sections 3 or 4 of the inspection form suggest an illicit discharge.
 - If Sections 3 or 4 suggest an illicit discharge contact and outside lab to perform the testing. Proceed to Section 7 while in the field and complete the remainder of Section 6 after the lab results are available.
 - If Sections 3 or 4 do not suggest an illicit discharge, note the outfall ID number. Place the outfall on the follow-up inspection log and proceed to Section 7 of the form. Re-inspect and sample the discharge when YBSD has adequate capacity.

Sample Location: The location of the sample is noted. Additionally, the sample is labeled with the outfall ID number. Use the city's sampling procedures. The following additional items are noted.

1. When you collect any samples you must fill out an ***Outfall Sampling Report***. The report must document time you arrive on location, take the sample and get to the plant to drop off the sample.
2. A 500-ml glass bottle sample is used to collect the sample. If you are collecting a sample that has grease 2-250ml samples taken with a glass container are required.
3. If you use the sampling container that is on a rope, it must be washed with soap and water after every use.

Parameters: Grab samples and lab testing is performed. After lab results are available enter the results here.

- If any parameter is outside of the "acceptable range" then an illicit discharge has likely been found. The tracing procedure should be immediately implemented.
- If none of the parameters are outside of the acceptable then the investigation can be closed.

Section 7: Any Non-Illicit Discharge Concerns

Any problems or unusual features are to be entered here. If the outfall appears to be potentially impacted by inappropriate discharges, this can be recorded here. This section is to be completed even if no flow is observed.

Stormwater Pollution Found in Your Area!

This is not a citation.

This is to inform you that our staff found the following pollutants in the storm sewer system in your area. This storm sewer system leads directly to

- Motor oil
- Oil filters
- Antifreeze/
transmission fluid
- Paint
- Solvent/degreaser
- Cooking grease
- Detergent
- Home improvement waste (concrete,
mortar)
- Pet waste
- Yard waste (leaves, grass, mulch)
- Excessive dirt and
gravel
- Trash
- Construction debris
- Pesticides and
fertilizers
- Other



**For more information or to report
an illegal discharge of
pollutants, please call:**

United City of Yorkville
630-553-4350



www.epa.gov/npdes/stormwater

EPA 833-F-03-002
April 2003

Stormwater runoff is precipitation from rain or snowmelt that flows over the ground. As it flows, it can pick up debris, chemicals, dirt, and other pollutants and deposit them into a storm sewer system or waterbody.

Anything that enters a storm sewer system is discharged *untreated* into the waterbodies we use for swimming, fishing, and providing drinking water.

Remember: Only Rain Down the Drain

To keep the stormwater leaving your home or workplace clean, follow these simple guidelines:

- ◆ Use pesticides and fertilizers sparingly.
- ◆ Repair auto leaks.
- ◆ Dispose of household hazardous waste, used auto fluids (antifreeze, oil, etc.), and batteries at designated collection or recycling locations.
- ◆ Clean up after your pet.
- ◆ Use a commercial car wash or wash your car on a lawn or other unpaved surface.
- ◆ Sweep up yard debris rather than hosing down areas. Compost or recycle yard waste when possible.
- ◆ Clean paint brushes in a sink, not outdoors. Properly dispose of excess paints through a household hazardous waste collection program.
- ◆ Sweep up and properly dispose of construction debris like concrete and mortar.





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

Agenda Item Number

OB #2

Tracking Number

PW 2015-78

Agenda Item Summary Memo

Title: Shared Services Intergovernmental Agreement Template

Meeting and Date: Public Works Committee – January 19, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N / A Action Taken: _____

Item Number: _____

Type of Vote Required: N / A

Council Action Requested: Informational Item

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Bart Olson, City Administrator
CC:
Date: January 14, 2016
Subject: Shared Services Intergovernmental Agreement

Summary

Review of the City's proposed shared services intergovernmental agreement with Oswego and Montgomery.

Background

Staff from the three communities met on January 12 to go over a number of items related to the shared services study. Most of our efforts are being directed to the possible engagement with an upstart IT consortium in the northern suburbs, joint bidding of garbage services, and the potential hiring of a purchasing manager between the three communities.

At the meeting, the draft shared services intergovernmental agreement was presented and reviewed. All three communities' staff felt the open-ended nature of the agreement was the best way to structure the agreement. Oswego and Montgomery indicated they would take the agreement to their respective boards in the next several weeks.

Recommendation

This is an informational item.

AN INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF PUBLIC WORKS SERVICES BETWEEN THE UNITED CITY OF YORKVILLE AND ~~THE~~ VILLAGE ~~THE VILLAGE~~ OF _____

THIS INTERGOVERNMENTAL AGREEMENT (~~the~~ “Agreement”) by and between the Village of _____, Kendall County, Illinois (the “Village”) a municipal corporation of the State of Illinois and the United City of Yorkville, Kendall County, Illinois (the “City”) a municipal corporation of the State of Illinois, entered into this ____ day of _____, 2016.

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 Intergovernmental Cooperation Act, 5 ILCS 220/5, (the “Act”) provides that units of local government are authorized to perform any governmental service activity or undertaking or to combine, transfer or exercise ay powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform except where specifically and expressly prohibited by law; and,

WHEREAS, the City and the Village have reviewed the infrastructure and assets under the maintenance responsibilities of the Public Works Department of the City and Village within each of their respective jurisdictions and have determined that the citizens and taxpayers of the City and the Village would be better served if certain maintenance of the infrastructure and property owned or under the jurisdiction of the City and Village (“Municipal Property”) adjacent

~~areas~~ be performed by the Public Works ~~De~~partment that is best equipped or available to perform certain tasks, thereby saving time and resources and permitting immediate attention to the needed maintenance or repair; and,

WHEREAS, the ~~essential~~ goal of this Agreement is that the City and the Village cooperate with each other for the sharing of services to roadways and Municipal Propertyadjacent areas such as mowing, sweeping, snowplowing, jetting, leaf collection and other maintenance tasks thereby reducing the time and cost associated with said services, all as hereinafter set forth.

NOW, THEREFORE, in consideration of ~~the~~ the mutual proemises, obligations and undertakings 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 City hereby designates the Director of Public Works to coordinate with the Village's _____ ~~designee~~, on an "as needed" basis, the service required to certain infrastructure or Municipal Propertyassets such as mowing, snowplowing, jetting, leaf collection or other maintenance and jointly determine whether the City's public works employees or the crew working under the Village is available or better able to provide the needed service.

The Village's _____ ~~designee~~ and the Director of Public Works shall provide such needed services as agreed and advise each other of the date and time such services are to be provided and when completed. In the event either the City or the Village are unable to assist at any given time, all services to the roadway and Municipal Propertyadjacent area shall remainbe the responsibility of the ~~unit of government~~ (City or Village) having jurisdiction over such roadway and Municipal Property andadjacent area. ~~In other words~~, this Agreement does not

reduce, eliminate or transfer the responsibility of the City or the Village to repair and maintain roadways and Municipal Property adjacent areas within their respective jurisdictions.

A monthly report shall be prepared by the Village and City and forwarded to the other of the numbers of hours that employees of the Village or City worked within the other's jurisdiction and equipment and supplies that were used.

Section 3. The City shall not charge ~~the~~ Village any fee for any of the services provided to areas outside its boundaries but within the boundaries of Village ~~and the~~ and the Village shall not charge the City any fee any of the services provided by the Village within the City's boundaries.

Section 4. The City and the Village 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 services to be performed by the other party under this Agreement.

Section 5. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of either the City or Village County in any respect, including, their respective powers and duties.

Section 6. 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 units of government as~~ the parties hereto.

Section 7. 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 8. 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 Village:

If to the City:

Director of Public Works
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
FAX: _____

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

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

Section 9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 10. 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 11. Nothing contained in this Agreement, nor any act of the Village 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 Village and the City. Further, nothing in this Agreement should be interpreted to give the Village 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 12. When performing pursuant to the terms of this Agreement, the Village and City intend that any injuries to their respective employees 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 Village and their respective employees,

which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim.

Section 13. 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 Village 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 nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 14. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, and may be renewed upon agreement of the parties in writing; provided however, either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party.

Section 15. This Agreement may be amended only with written consent of both parties hereto.

Section 16. The Village 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 Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

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

By: _____
Mayor

Attest:

City Clerk

By: _____
Village President

Village of _____, Kendall County,
Illinois, a municipal corporation



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

Agenda Item Number

OB #3

Tracking Number

PW 2015-45

Agenda Item Summary Memo

Title: E-Waste Recycling

Meeting and Date: Public Works Committee – January 19, 2016

Synopsis: An update will be given at the meeting.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: _____ **Bart Olson** _____ **Administration**
Name Department

Agenda Item Notes:
