

United City of Yorkville

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

www.yorkville.il.us

AGENDA ECONOMIC DEVELOPMENT COMMITTEE MEETING Tuesday, December 5, 2017 6:00 p.m.

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

This meeting has been cancelled.



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AGENDA

ECONOMIC DEVELOPMENT COMMITTEE MEETING Tuesday, December 5, 2017

6:00 p.m. all Conference Room

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

Citizen Comments:

Minutes for Correction/Approval: November 7, 2017

New Business:

- 1. EDC 2017-73 Building Permit Report for October 2017
- 2. EDC 2017-74 Building Inspection Report for October 2017
- 3. EDC 2017-75 Property Maintenance Report for October 2017
- 4. EDC 2017-76 Economic Development Update
- 5. EDC 2017-77 Cedarhurst Final Plat
- 6. EDC 2017-78 Bristol Bay Amended Annexation Agreement and Final Plat
- 7. EDC 2017-79 Downtown Wayfinding Signage Program Award of Contract

Old Business:

Additional Business:

2017/2018 City Council Goals – Economic Development Committee			
Goal	Priority	Staff	
"Downtown Planning"	1	Bart Olson & Krysti Barksdale-Noble	
"Southside Development"	2	Bart Olson & Krysti Barksdale-Noble	
"Manufacturing and Industrial Development"	4	Krysti Barksdale-Noble	
"Revenue Growth"	9	Krysti Barksdale-Noble	
"Capital Improvement Plan"	11	Bart Olson & Krysti Barksdale-Noble	
"Community Entrance Signage and Wayfinding"	14	Krysti Barksdale-Noble	

UNITED CITY OF YORKVILLE

WORKSHEET

ECONOMIC DEVELOPMENT COMMITTEE Tuesday, December 5, 2017

6:00 PM

CITY HALL CONFERENCE ROOM

<u>CITIZEN COMMENTS</u> :	
 MINUTES FOR CORRECTION/APPROVAL:	 :
1. November 7, 2017 ☐ Approved ☐ As presented ☐ With corrections	
NEW BUSINESS:	
1. EDC 2017-73 Building Permit Report for C	
☐ Moved forward to CC	consent agenda? Y N
Approved by Committee	
☐ Bring back to Committee	
☐ Informational Item	
☐ Notes	

2. EDC 2017-74 Building Inspection Re Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes	consent agenda? Y N
 3. EDC 2017-75 Property Maintenance Moved forward to CC Approved by Committee Bring back to Committee Informational Item 	consent agenda? Y N
4. EDC 2017-76 Economic Developmen Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes	consent agenda? Y N

5. EDC 2017-77 Cedarhurst Final Plat Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes	
6. EDC 2017-78 Bristol Bay Amended An	 nexation Agreement and Final Plat
	consent agenda? Y N —
7. EDC 2017-79 Downtown Wayfinding S Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes	consent agenda? Y N —

ADDITIONAL BUSINESS:	



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Reviewed	1) V

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

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Agenda Item Number	Agenda	Item	Num	bei

Minutes

Tracking Number

Agenda Item Summary Memo

Γitle: Minutes of the	e Economic Develo	opment Committee	e – November 7, 2017
leeting and Date:	Economic Develo	opment Committee	– December 5, 2017
ynopsis:			
Council Action Prev	viously Taken:		
Date of Action:	A	ction Taken:	
tem Number:			
Гуре of Vote Requi	red: Majority		
Council Action Req	uested: Committe	ee Approval	
Submitted by:	Minute Tak	er	
	Name		Department
	A	genda Item Notes	5:

UNITED CITY OF YORKVILLE ECONOMIC DEVELOPMENT COMMITTEE

Tuesday, November 7, 2017, 6:00pm City Conference Room

In Attendance:

Committee Members

Chairman Ken Koch Alderman Carlo Colosimo Alderman Alex Hernandez Alderman Joel Frieders

Other City Officials

City Administrator Bart Olson Alderman Chris Funkhouser

Community Development Director Krysti Barksdale-Noble

Senior Planner Jason Engberg Code Official Pete Ratos

City Consultant Lynn Dubajic

Other Guests

Ryan Swanson, Arc Design Doug Farr, Farr Associates

Julie Schlichting, Imperial Investments Jeff Muellner, Jefferson Properties

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

<u>Citizen Comments:</u> None

Minutes for Correction/Approval: October 3, 2017

The minutes were approved by unanimous voice vote.

New Business

1. EDC 2017-66 Building Permit Report for September 2017

Mr. Ratos reported 9 single family homes in September, for a total of 128 this year. In commercial housing, GC Housing is constructing a building with 74 units. No further discussion.

2. EDC 2017-67 Building Inspection Report for September 2017

There were 301 inspections done for the month. Mr. Ratos said he visits GC Housing at least once a day to make himself available for questions. No further discussion.

3. EDC 2017-68 Property Maintenance Report for September 2017

Mr. Ratos said most of the 17 cases were dismissed as they were compliant on the hearing date. A South Bridge St. case was not adjudicated due to a personal conflict for the Hearing Officer and it was continued. A Heustis St. location was found liable for six citations.

4. EDC 2017-69 Economic Development Update

Ms. Dubajic reported the following:

- 1. Met with owner of Crusade who will open "1836" week of Thanksgiving and coffee/donut shop in the near future
- 2. YPAC opening on east side of Rt. 47 by Law Office
- 3. Working with builder on purchase of single family lots near Kendall Marketplace and working with restaurant for outlot
- 4. Go For It Sports opening first of year
- 5. Along with Bart Olson, spoke with taxing bodies about TIF

5. EDC 2017-70 Fourth Amendment to the Redevelopment Agreement for the Downtown Yorkville Redevelopment Project Area (Imperial Investments, LLC) Mr. Olson said there is a 4th amendment for the Imperial Investments TIF agreement. The first three, laid out plans for the area and this one is for 220-222-224 Rt. 47 addresses. YPAC is going in part of the property. This action basically incorporates all the amendments into the agreement. There was a brief discussion on the roof improvements and language for the TIF in lieu of an inducement.

6. EDC 2017-71 Inducement Resolution – Muellner Property – 301 S. Bridge Street The owner of the property at the SW corner of Van Emmon & Rt. 47, Mr. Jeff Muellner, was present. He will develop or have someone else begin development of the property to make it more marketable. This is the first step for a future TIF.

7. EDC 2017-72 Downtown Overlay District – Award Recommendation

An RFP resulted in 4 responses and a recommendation for Farr & Associates was made based on a scoring system. Staff is recommending the bid not to exceed \$74,400, which was the lowest bid. Mr. Doug Farr was present and summarized his firm's experience. The firm will concentrate on a 3D criteria plan for the downtown streetscape. Chairman Koch asked how they could beautify the railroad track area and Alderman Frieders asked them to help establish an identity for Yorkville. The bid recommendation will need Council approval after the contract review and will move to the November 28th regular agenda.

8. PZC 2017-13 Coffman Carpets – Annexation Agreement and Rezoning

Coffman's wishes to annex to the city and Ryan Swanson (Casey's) is working with them. They are requesting to hook on to city water and sewer and are seeking rezoning from R-1 to B-3. They are also asking for relief on several items including setback, keeping a trailer on site, sign relief, not building a sidewalk and tax abatement for 10 years.

Alderman Colosimo questioned why the city would grant the tax abatements since the business is requesting to annex. He said the "optics" for the City are bad and the Aldermen must answer to the constituents whenever there are tax abatements. He said the property will increase in value, but the City takes the hit to give a rebate. The committee agreed with Mr. Colosimo and Mr. Olson suggested that the city agree to the rest of the requests from Coffman's. Mr. Olson said the taxes for the year would be about \$400.

Old Business None

Additional Business

Mr. Olson gave an update on TIF #2. Imperial Investments requested that the remaining 20-30 lots in Kendallwood be included in the TIF. This was an oversight and the process will be restarted to include them in TIF #2. The Kendallwood Estates property boundaries will change slightly. A public meeting will be held December 12th.

Imperial Investments is also interested in properties north of the river and might want to include them in TIF #2. Mr. Olson said properties cannot be added and it might require a third TIF. Mr. Frieders asked if there are actual plans for those properties, but generally said it makes no sense to begin a third one. To start a new TIF would require a first meeting at EDC. Alderman Colosimo said there should be development in the original TIF's first and the committee agreed.

There was no further business and the meeting adjourned at 7:00pm.

Minutes respectfully submitted by Marlys Young, Minute Taker



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

Agenda Item Number
New Business #1
Tracking Number
EDC 2017-73
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Agenda Item Summary Memo

Title: Building Pern	nit Report for Octobe	er 2017		
Meeting and Date:	Economic Develop	ment Committee – December 5, 2017		
Synopsis: All perm	its issued in October	2017.		
Council Action Prev	viously Taken:			
Date of Action:	N/A Act	on Taken: N/A		
Item Number:	N/A			
Type of Vote Requi	red: Informational			
Council Action Req	uested: None			
Submitted by:	D. Weinert	Community Developme	ent	
	Name	Department		
Agenda Item Notes:				



UNITED CITY OF YORKVILLE

BUILDING PERMIT REPORT October 2017

TYPES OF PERMITS

	Number of Permits Issued	SFD Single Family Detached	B.U.I.L.D Single Family Detached Program Begins 1/1/2012	SFA Single Family Attached	Multi- Family Apartments Condominiums	Commercial Includes all Permits Issued for Commercial Use	Industrial	Misc.	Construction Cost	Permit Fees
October 2017	65	5	4	0	0	14	0	42	10,491,112.00	131,828.23
Calendar Year 2017	837	59	78	0	1	134	0	565	65,449,295.00	2,226,098.41
Fiscal Period 2017	604	43	50	0	1	90	0	420	54,855,951.00	1,636,628.88
October 2016	63	1	4	0	0	12	0	46	1,350,564.00	47,668.40
Calendar Year 2016	772	44	88	0	0	108	0	532	31,783,736.00	1,542,824.98
Fiscal Period 2017	551	37	58	0	0	67	0	389	23,301,560.00	1,079,606.64
October 2015	65	1	7	0	0	29	0	28	1,990,650.00	109,437.18
Calendar Year 2015	540	8	66	0	0	116	0	350	47,217,538.00	1,032,459.14
Fiscal Period 2016	394	7	44	0	0	79	0	264	11,681,528.00	642,221.38
October 2014	35	0	4	0	0	6	0	25	868,735.00	53,516.82
Calendar Year 2014	516	7	54	0	0	95	0	416	21,802,538.00	947,954.89
Fiscal Period 2015	376	2	36	0	0	62	0	276	16,932,693.00	618,087.86



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

Agenda Item Number
New Business #2
Tracking Number
EDC 2017-74

Agenda Item Summary Memo

Title: Building Inspection Report for October 2017							
Meeting and Date: Economic Development Committee – December 5, 2017							
Synopsis: All inspec	Synopsis: All inspections scheduled in October 2017.						
Council Action Prev	viously Taken:						
Date of Action:	N/A Action Tal	xen: N/A					
Item Number:	N/A						
Type of Vote Requi	red: Informational						
Council Action Req	uested: None						
Submitted by:	D. Weinert Name	Community Development					
		Department Notage					
	Agenda 1	tem Notes:					

DATE: 11/01/2017

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

TIME: 09:28:09

ID: PT4A0000.WOW

INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

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INSPECTOR SCHED. COMP. TIME TYPE OF INSPECTION PERMIT ADDRESS LOT DATE DATE 008-RFR ROUGH FRAMING 20160258 652 WINDETT RIDGE RD 154 10/06/2017 PR PR 009-REL ROUGH ELECTRICAL 10/06/2017 PR 010-RMC ROUGH MECHANICAL 10/06/2017 PR 011-PLR PLUMBING - ROUGH 10/06/2017 BC 012-INS INSULATION 10/10/2017 ВC 013-WKS PUBLIC & SERVICE WALKS 10/17/2017 BC 001-FIN FINAL INSPECTION 20160572 1527-1537 STONERIDGE CIR 01/19/2017 ΤK 019-REI REINSPECTION 20160578 2995 ELLSWORTH DR 395 10/24/2017 Comments1: ENGINEERING 003-FIN FINAL INSPECTION 20160588 825 CARLY CT 39 10/17/2017 BC 004-REI REINSPECTION 20160623 1979 COUNTRY HILLS DR 118 10/16/2017 BC Comments1: FINAL BC 001-FIN FINAL INSPECTION 20160811 674 W VETERANS PKWY 10/24/2017 024-RFR ROUGH FRAMING 20160894 1050 FREEMONT ST 10/30/2017 PR ВC AM 015-WKS PUBLIC & SERVICE WALKS 20170041 205 OAKWOOD ST 21 10/12/2017 ____ PM 016-EDA ENGINEERING - DRIVEWAY AP 10/13/2017 BC AM 003-PPS PRE-POUR, SLAB ON GRADE 20170098 1800 MARKETVIEW DR PR 10/19/2017 20170128 2995 GRANDE TR 393 ΤK 016-REI REINSPECTION 10/24/2017 Comments1: ENGINEERING FINAL 20170131 2905 GRANDE TR 375 ТK 017-REI REINSPECTION 10/24/2017 Comments1: ENGINEERING FINAL ΤK 018-REI REINSPECTION 20170132 2910 ELLSWORTH DR 372 10/24/2017 Comments1: ENGINEERING FINAL ΤK 018-REI REINSPECTION 20170133 2924 GRANDE TRAIL CT 415 10/24/2017 Comments1: ENGINEERING FINAL PR 019-FIN FINAL INSPECTION 20170141 877 GREENFIELD TURN 41 10/04/2017 PR 020-PLF PLUMBING - FINAL OSR READ 10/04/2017

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

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ID: PT4A0000.WOW INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR TIME TYPE OF INSPECTION	PERMIT ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR 013-FIN FINAL INSPECTION	20170154 1126 CARLY DR	24		10/06/2017
PR 014-PLF PLUMBING - FINAL OS	R READ			10/06/2017
PWK 015-EFL ENGINEERING - FINAL Comments1: PARKWAY TREE/WATER BAN	INSPE			10/06/2017
PR 015-FIN FINAL INSPECTION	20170210 855 CARLY CT	36		10/10/2017
PR 016-PLF PLUMBING - FINAL OS	R READ			10/10/2017
PWK 017-EFL ENGINEERING - FINAL Comments1: PARKWAY TREE	INSPE			10/09/2017
PR AM 016-WKS PUBLIC & SERVICE WA	LKS 20170214 2631 MCLELLAN BLVD	44		10/20/2017
TK 019-REI REINSPECTION	20170254 2924 ELLSWORTH DR	370		10/24/2017
BC 002-FOU FOUNDATION	20170273 2304 OLIVE CT	279		10/16/2017
PR 018-FIN FINAL INSPECTION	20170280 2685 FAIRFAX WAY	260		10/18/2017
PR 019-PLF PLUMBING - FINAL OS	R READ			10/18/2017
TK 020-EFL ENGINEERING - FINAL Comments1: PARKWAY TREE TOO SMALL, Comments2: AT PUBLIC WALK				10/18/2017
PR 016-FIN FINAL INSPECTION	20170283 1012 N CARLY CIR	58		10/23/2017
PR 017-PLF PLUMBING - FINAL OS	R READ			10/23/2017
PR 019-PPS PRE-POUR, SLAB ON G	RADE 20170301 1690 CANNONBALL TR			10/09/2017
020-PPS PRE-POUR, SLAB ON G Comments1: CURB	RADE		10/13/2017	
PR PM 013-FIN FINAL INSPECTION	20170308 2745 CRANSTON CIR	129		10/23/2017
PR 014-PLF PLUMBING - FINAL OS	R READ			10/23/2017
TK 016-EFL ENGINEERING - FINAL	INSPE 20170309 2295 GRANDE TR	171		10/24/2017
PR 012-WKS PUBLIC & SERVICE WA	LKS 20170314 2795 CRANSTON CIR	140		10/20/2017
PR 014-FIN FINAL INSPECTION	20170315 2293 GRANDE TR	170		10/26/2017
PR 015-PLF PLUMBING - FINAL OS	R READ			10/26/2017

ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

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INSPECTOR TIME TYPE OF INS	SPECTION P	ERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC 003-PPS PRI	E-POUR, SLAB ON GRADE	20170318	234 GARDEN ST	6		10/24/2017
PR 012-FIN FIN	NAL INSPECTION	20170358	908 PURCELL ST	79		10/25/2017
PR 013-PLF PLU	UMBING - FINAL OSR READ					10/25/2017
PR 012-WKS PUR	BLIC & SERVICE WALKS	20170375	2652 MCLELLAN BLVD	55		10/06/2017
PR 012-WKS PUR	BLIC & SERVICE WALKS	20170376	2651 MCLELLAN BLVD	46		10/06/2017
	NAL INSPECTION BASEMENT HANDRAIL & FLO	OR VENT	С			10/24/2017
PR 014-PLF PLU	UMBING - FINAL OSR READ					10/24/2017
PR AM 014-WKS PUR	BLIC & SERVICE WALKS	20170377	2182 BURR CT	10		10/20/2017
PR 017-FIN FIN	NAL INSPECTION	20170386	2649 FAIRFAX WAY	256		10/18/2017
PR 018-PLF PLU	UMBING - FINAL OSR READ					10/18/2017
TK 019-EFL ENG	GINEERING - FINAL INSPE					10/18/2017
	NAL INSPECTION PR OF HOME NOT COMPLETE	20170389	1003 S CARLY CIR	88		10/23/2017
PR 016-PLF PLU	UMBING - FINAL OSR READ					10/25/2017
018-PPS PRI	E-POUR, SLAB ON GRADE			<u>:</u>	10/31/2017	
BC 013-WKS PUR	BLIC & SERVICE WALKS	20170393	3405 RYAN DR	10		10/26/2017
PR 006-RFR ROU	UGH FRAMING	20170399	9231 GALENA RD			10/11/2017
PR 007-REL ROU	UGH ELECTRICAL					10/11/2017
PR 008-RMC ROU	UGH MECHANICAL					10/11/2017
PR 009-INS INS	SULATION					10/12/2017
BC PM 013-WKS PUR	BLIC & SERVICE WALKS	20170409	987 N CARLY CIR	122		10/30/2017
BC 002-REI RE: Comments1: CAULKING		20170446	308 FAIRHAVEN DR			10/10/2017
PR 006-FIN FIN	NAL INSPECTION	20170455	418 ELM ST			10/05/2017

TIME: 09:28:09

DATE: 11/01/2017 PAGE: 4 UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

ID: PT4A0000.WOW INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR TIME	TYPE OF	INSPECTION	PERMIT ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR P	M 007-REL	ROUGH ELECTRICAL	20170457 2632 MCLELLAN BLVD	57		10/04/2017
PR P	M 008-RFR	ROUGH FRAMING				10/04/2017
PR P	M 009-RMC	ROUGH MECHANICAL				10/04/2017
PR P	M 010-PLR	PLUMBING - ROUGH				10/04/2017
PR	012-WKS	PUBLIC & SERVICE WALKS			10/20/2017	
BC P	M 013-WKS	PUBLIC & SERVICE WALKS	20170460 1036 N CARLY CIR	59		10/30/2017
PR	012-INS	INSULATION	20170461 1027 N CARLY CIR	118		10/03/2017
	013-STP	STOOP			10/31/2017	
BC	003-FIN	FINAL INSPECTION	20170467 911 S CARLY CIR	97		10/24/2017
PR	008-EDA	ENGINEERING - DRIVEWAY AP	20170495 203 COMMERCIAL DR	22		10/03/2017
PR	009-REL	ROUGH ELECTRICAL				10/06/2017
PR	010-FIN	FINAL INSPECTION				10/24/2017
BKF 08:30	011-FIN	FINAL INSPECTION				10/24/2017
BC	009-STP	STOOP	20170546 522 WINDETT RIDGE RD	172		10/19/2017
PR	010-RFR	ROUGH FRAMING				10/25/2017
PR	011-REL	ROUGH ELECTRICAL				10/25/2017
PR	012-RMC	ROUGH MECHANICAL				10/25/2017
PR	013-PLR	PLUMBING - ROUGH				10/25/2017
BC	014-INS	INSULATION				10/30/2017
BC	014-WKS	PUBLIC & SERVICE WALKS	20170547 702 KENTSHIRE DR	120		10/17/2017
PR	007-RFR	ROUGH FRAMING	20170548 2563 FAIRFAX WAY	248		10/11/2017
PR	008-REL	ROUGH ELECTRICAL				10/11/2017
PR	009-RMC	ROUGH MECHANICAL				10/11/2017
PR	010-PLR	PLUMBING - ROUGH				10/11/2017

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

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ID: PT4A0000.WOW INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR TIME	TYPE OF INSPECTION	PERMIT ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	011-INS INSULATION				10/13/2017
BC	012-STP STOOP				10/19/2017
	013-WKS PUBLIC & SERVICE WALKS ts1: INSTALL TWO 10' #4 REBAR ACRO ts2: E BEFORE POURING PUBLIC WALK		250		10/17/2017
BC	016-PHD POST HOLE - DECK	20170550 2629 FAIRFAX WAY	253		10/19/2017
PR	014-FIN FINAL INSPECTION	20170575 3307 CALEDONIA DR	76		10/30/2017
PR	015-PLR PLUMBING - ROUGH				10/30/2017
TK	016-EFL ENGINEERING - FINAL INSP	E		10/31/2017	
PR	009-RFR ROUGH FRAMING	20170576 921 PURCELL ST	64		10/03/2017
PR	010-REL ROUGH ELECTRICAL				10/03/2017
PR	011-RMC ROUGH MECHANICAL				10/03/2017
PR	012-PLR PLUMBING - ROUGH				10/03/2017
	013-INS INSULATION ts1: NEED FOAM INSULATION TOP OF P ts2: ND AROUND TRANSOM WINDOW	ATIO DOOR A			10/09/2017
PR	009-PLR PLUMBING - ROUGH	20170577 1006 S CARLY CIR	112		10/26/2017
PR	010-REL ROUGH ELECTRICAL				10/26/2017
PR	011-RMC ROUGH MECHANICAL				10/26/2017
PR	012-RFR ROUGH FRAMING				10/26/2017
	013-WKS PUBLIC & SERVICE WALKS			10/31/2017	
PR	009-REL ROUGH ELECTRICAL	20170578 948 PURCELL ST	83		10/11/2017
PR	010-RFR ROUGH FRAMING				10/11/2017
PR	011-RMC ROUGH MECHANICAL				10/11/2017
PR	012-PLR PLUMBING - ROUGH				10/11/2017
PR	013-INS INSULATION				10/16/2017

ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

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INSPECTOR TIM	TYPE OF INSPECTION PERMIT ADDRES	S LOT	SCHED. DATE	COMP. DATE
	014-WKS PUBLIC & SERVICE WALKS		10/31/2017	
PR	006-BSM BASEMENT FLOOR 20170585 1321	SPRING ST 168		10/03/2017
BC	007-PPS PRE-POUR, SLAB ON GRADE			10/16/2017
вс	008-GAR GARAGE FLOOR			10/16/2017
Comme Comme Comme	PM 009-INS INSULATION nts1: 1-FILL GAPS ON EACH SIDE OF TRANSOM WIND nts2: OW 2ND FLOOR BATH WEST SIDE. 2-FILL LARG nts3: E GAPS BETWEEN CRIPPLE WALL & FOUNDATION nts4: WALL BASEMENT. 3-FILL GAS PIPE PENETRAT			10/20/2017
BC	015-WKS PUBLIC & SERVICE WALKS			10/27/2017
PR	007-RFR ROUGH FRAMING 20170586 2622	MCLELLAN BLVD 59		10/18/2017
PR	008-REL ROUGH ELECTRICAL			10/18/2017
PR	009-RMC ROUGH MECHANICAL			10/18/2017
PR	010-PLR PLUMBING - ROUGH			10/18/2017
PR	011-INS INSULATION			10/20/2017
TK	017-EFL ENGINEERING - FINAL INSPE 20170593 3465	RYAN DR 4		10/31/2017
PR	007-WKS PUBLIC & SERVICE WALKS 20170594 2611	MCLELLAN BLVD 42		10/06/2017
PR	008-RMC ROUGH MECHANICAL			10/30/2017
PR	009-REL ROUGH ELECTRICAL			10/30/2017
PR	010-RFR ROUGH FRAMING			10/30/2017
PR	011-PLR PLUMBING - ROUGH			10/30/2017
PR	008-RFR ROUGH FRAMING 20170595 2587	LYMAN LOOP 39		10/24/2017
PR	009-REL ROUGH ELECTRICAL			10/24/2017
PR	010-RMC ROUGH MECHANICAL			10/24/2017
PR	011-PLR PLUMBING - ROUGH			10/24/2017
BC	012-INS INSULATION			10/27/2017

TIME: 09:28:09

ID: PT4A0000.WOW

DATE: 11/01/2017 UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

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INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR TIME	TYPE OF INSPECTION	PERMIT ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	001-FOU FOUNDATION	20170596 4485 E MILBROOK CIR	234		10/12/2017
BC	003-BKF BACKFILL				10/18/2017
PR	004-PLU PLUMBING - UNDERSLAB				10/23/2017
PR	005-WAT WATER				10/18/2017
PR	006-ESS ENGINEERING - STORM				10/18/2017
BC	007-BGS BASEMENT GARAGE STOOPS				10/25/2017
BC	001-FTG FOOTING	20170597 2838 SILVER SPRINGS CT	255		10/18/2017
PR	002-FOU FOUNDATION				10/20/2017
PR	003-PLU PLUMBING - UNDERSLAB			10/31/2017	
BC	004-BKF BACKFILL				10/27/2017
	005-BGS BASEMENT GARAGE STOOPS			10/31/2017	
PR	006-ESS ENGINEERING - STORM				10/30/2017
PR	007-WAT WATER				10/30/2017
BC	001-FTG FOOTING	20170599 2824 SILVER SPRINGS CT	259		10/18/2017
PR	002-FOU FOUNDATION				10/20/2017
PR	003-PLU PLUMBING - UNDERSLAB			10/31/2017	
BC	004-BKF BACKFILL				10/27/2017
	005-BGS BASEMENT GARAGE STOOPS			10/31/2017	
PR	006-ESS ENGINEERING - STORM				10/30/2017
PR	007-WAT WATER				10/30/2017
BC	001-FOU FOUNDATION	20170600 4481 E MILLBROOK CIR	233		10/13/2017
BC	003-BKF BACKFILL				10/18/2017
PR	004-PLU PLUMBING - UNDERSLAB				10/23/2017
PR	005-WAT WATER				10/18/2017

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

ID: PT4A0000.WOW

INSPECTIONS	SCHEDULED	FROM	10/01/2017	TO	10/31/2017

PAGE:

INSPECTOR SCHED. COMP. TIME TYPE OF INSPECTION PERMIT ADDRESS LOT DATE DATE PR 006-ESS ENGINEERING - STORM 10/18/2017 BC 007-BGS BASEMENT GARAGE STOOPS 10/25/2017 001-FTG FOOTING 20170601 7525 MUSTANG WAY PR 10/24/2017 003-FTG FOOTING 10/27/2017 BC PR 008-RFR ROUGH FRAMING 20170608 2846 CRANSTON CIR 10/03/2017 009-REL ROUGH ELECTRICAL 10/03/2017 PR PR 010-RMC ROUGH MECHANICAL 10/03/2017 PR 011-PLR PLUMBING - ROUGH 10/03/2017 PR 012-INS INSULATION 10/05/2017 013-WKS PUBLIC & SERVICE WALKS 10/20/2017 PR 20170611 2866 CRANSTON CIR 93 10/16/2017 PR 001-FOU FOUNDATION PR 003-ESS ENGINEERING - STORM 10/17/2017 PR 004-WAT WATER 10/17/2017 BCAM 005-BKF BACKFILL 10/23/2017 ____ AM 006-PLU PLUMBING - UNDERSLAB PR 10/26/2017 PR 002-FOU FOUNDATION 20170612 2836 CRANSTON CIR 96 10/04/2017 PR 003-BKF BACKFILL 10/09/2017 PR 004-WAT WATER 10/10/2017 10/17/2017 PR 005-PLU PLUMBING - UNDERSLAB PR 006-BGS BASEMENT GARAGE STOOPS 10/19/2017 007-ESS ENGINEERING - STORM 10/19/2017 PR 008-RFR ROUGH FRAMING 20170614 2736 CRANSTON CIR 117 10/30/2017 PR 009-REL ROUGH ELECTRICAL PR 10/30/2017 PR 010-PLR PLUMBING - ROUGH 10/30/2017

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

ID: PT4A0000.WOW INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR TIME	TYPE OF INSPECTION	PERMIT ADDRESS	SCHED. LOT DATE	COMP. DATE
PR	011-RMC ROUGH MECHANICAL			10/30/2017
PR	005-PLU PLUMBING - UNDERSLAB	20170616 2728 CRANSTON CIR	119	10/04/2017
PR	008-RFR ROUGH FRAMING	20170617 2707 CRANSTON CIR	123	10/24/2017
PR	009-REL ROUGH ELECTRICAL			10/24/2017
PR	010-RMC ROUGH MECHANICAL			10/24/2017
PR	011-PLR PLUMBING - ROUGH			10/24/2017
PR	012-INS INSULATION			10/26/2017
PR	004-PLU PLUMBING - UNDERSLAB	20170618 2299 GRANDE TRAIL CT	172	10/04/2017
PR	006-ESS ENGINEERING - STORM			10/05/2017
PR	007-WAT WATER			10/05/2017
PR	003-ESS ENGINEERING - STORM	20170619 2298 GRANDE TRAIL CT	173	10/05/2017
PR	004-WAT WATER			10/05/2017
PR	006-PLU PLUMBING - UNDERSLAB			10/11/2017
PR	007-BGS BASEMENT GARAGE STOOPS			10/19/2017
BC	002-PHD POST HOLE - DECK	20170626 649 WHITE OAK WAY	10	10/23/2017
BC	003-RFR ROUGH FRAMING			10/30/2017
BC	004-REL ROUGH ELECTRICAL			10/30/2017
PR	011-RMC ROUGH MECHANICAL	20170633 554 SHADOW WOOD DR	97	10/17/2017
BC	013-WKS PUBLIC & SERVICE WALKS			10/26/2017
PR	008-RFR ROUGH FRAMING	20170641 495 WINDETT RIDGE RD	67	10/17/2017
PR	009-REL ROUGH ELECTRICAL			10/17/2017
PR	010-RMC ROUGH MECHANICAL			10/17/2017
PR	011-PLR PLUMBING - ROUGH			10/17/2017
BC	012-INS INSULATION			10/19/2017

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UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

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ID: PT4A0000.WOW INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSP	ECTOR TIME	TYPE OF	INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
вс		013-STP	STOOP					10/19/2017
PR		006-BSM	BASEMENT FLOOR	2017064	5 1985 MEADOWLARK LN	115		10/03/2017
PR		009-RFR	ROUGH FRAMING					10/25/2017
PR		010-REL	ROUGH ELECTRICAL					10/25/2017
PR		011-RMC	ROUGH MECHANICAL					10/25/2017
PR		012-PLR	PLUMBING - ROUGH					10/25/2017
ВС	 Comment		INSULATION ECT BASEMENT AT FINAL					10/27/2017
ВС	 Comment	005-BSM	BASEMENT FLOOR	2017064	8 927 N CARLY CIR	128		10/13/2017
PR	PN	4 005-PLU	PLUMBING - UNDERSLAB	2017065	1 1954 SUNNY DELL CT	98		10/11/2017
PR		006-PLR	PLUMBING - ROUGH					10/11/2017
PR		007-RMC	ROUGH MECHANICAL					10/11/2017
PR		008-REL	ROUGH ELECTRICAL					10/11/2017
PR		009-RFR	ROUGH FRAMING					10/11/2017
BC		010-INS	INSULATION					10/13/2017
вс	AN	4 011-BSM	BASEMENT FLOOR					10/17/2017
вс	 Comment	013-PPS	PRE-POUR, SLAB ON GRADE STOOP					10/27/2017
PR	12:00	001-FTG	FOOTING	2017065	5 577 E KENDALL DR	4&5		10/19/2017
BC	AN	4 005-FTG	FOOTING				10/31/2017	
BC		006-BSM	BASEMENT FLOOR	2017066	2 2591 LYMAN LOOP	40		10/04/2017
BC		007-GAR	GARAGE FLOOR					10/04/2017
PR		001-FTG	FOOTING	2017067	0 3188 BOOMBAH BLVD	134		10/04/2017
PR		002-FOU	FOUNDATION					10/05/2017
вс		003-BKF	BACKFILL					10/11/2017

UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

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ID: PT4A0000.WOW INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR TIME	TYPE OF INSPECTION	PERMIT ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	004-PLU PLUMBING - UNDERSLAB				10/17/2017
BC	007-BGS BASEMENT GARAGE STOOPS ts1: CRAWL				10/18/2017
PR	002-PLU PLUMBING - UNDERSLAB	20170671 472 SHADOW WOOD DR	104		10/09/2017
PR	003-BKF BACKFILL				10/04/2017
PR	005-ESS ENGINEERING - STORM				10/04/2017
PR	006-ESW ENGINEERING - SEWER / WA	AT			10/04/2017
BC	001-FIN FINAL INSPECTION	20170672 510 HAWTHORNE CT	11		10/19/2017
PR	005-PLU PLUMBING - UNDERSLAB	20170683 2453 WILTON CT	129		10/03/2017
BC	006-BSM BASEMENT FLOOR				10/11/2017
BC	007-GAR GARAGE FLOOR				10/11/2017
BC	002-FIN FINAL INSPECTION	20170706 706 HEUSTIS ST			10/18/2017
PR	002-PLU PLUMBING - UNDERSLAB	20170720 365 SHADOW WOOD DR	123		10/09/2017
PR	003-BKF BACKFILL				10/04/2017
PR	005-ESS ENGINEERING - STORM				10/04/2017
PR	006-ESW ENGINEERING - SEWER / WA	AT			10/04/2017
BC	002-FIN FINAL INSPECTION	20170724 1222 MARKETPLACE DR			10/19/2017
BC	001-STP STOOP	20170731 1201 KATE DR	244		10/20/2017
	002-PPS PRE-POUR, SLAB ON GRADE ts1: ANCHOR PATIO TO FOUNDATION W. ts2: REBAR	ALL USING #4			10/20/2017
BC Commen	003-REI REINSPECTION tsl: PRE POUR PATIO				10/23/2017
PR	003-WAT WATER	20170734 2184 BURR CT	9		10/06/2017
PR	004-PLU PLUMBING - UNDERSLAB				10/06/2017
вс	002-FIN FINAL INSPECTION	20170737 1222 MARKETPLACE DR		10/23/2017	

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UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

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INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSP	ECTOR TIME	TYPE OF	INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR			ROUGH FRAMING -1134 BALCONIES	20170738	1222 MARKETPLACE DR			10/05/2017
вс		002-FIN	FINAL INSPECTION					10/27/2017
PR		001-RFR	ROUGH FRAMING	20170739	1222 MARKETPLACE DR			10/10/2017
вс		002-FIN	FINAL INSPECTION					10/19/2017
ВС	 Comment	001-RFR s1: BALC	ROUGH FRAMING ONIES	20170740	1282 MARKETPLACE DR			10/19/2017
BC	AM	001-RFR	ROUGH FRAMING	20170741	1282 MARKETPLACE DR			10/27/2017
вс		001-PHF	POST HOLE - FENCE	20170749	2372 EMERALD LANE	29		10/09/2017
BC		003-FIN	FINAL INSPECTION	20170750	304 BLAINE ST			10/18/2017
BC	AM	001-PHF	POST HOLE - FENCE	20170751	2662 BURR ST	5		10/19/2017
BC		001-FTG	FOOTING	20170759	584 WINDETT RIDGE RD	167		10/10/2017
BC		003-BKF	BACKFILL					10/23/2017
PR		004-ESW	ENGINEERING - SEWER / WAT					10/23/2017
BC		003-BKF	BACKFILL	20170760	2633 FAIRFAX WAY	254		10/09/2017
PR		004-PLU	PLUMBING - UNDERSLAB					10/12/2017
вс		005-BSM	BASEMENT FLOOR					10/17/2017
вс		006-GAR	GARAGE FLOOR					10/17/2017
PR		001-FTG	FOOTING	20170762	3173 PINEWOOD DR	28		10/04/2017
PR		002-FOU	FOUNDATION					10/05/2017
PR		003-ESS	ENGINEERING - STORM					10/11/2017
PR		004-ESW	ENGINEERING - SEWER / WAT					10/11/2017
PR		006-PLU	PLUMBING - UNDERSLAB					10/17/2017
вс	 Comment	007-BGS s1: CRAW	BASEMENT GARAGE STOOPS L					10/18/2017
PR		002-BKF	BACKFILL	20170766	709 HEUSTIS ST	4		10/02/2017

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UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

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INSPECTOR TIME TYPE OF INSPECTION	PERMIT ADDRESS		MED. COMP.
BC 001-FIN FINAL INSPEC	FION 20170768 1277 CHESTNUT LN	1	10/08/2017
PR 001-PHF POST HOLE - :	FENCE 20170774 304 MCHUGH RD	2	10/04/2017
PR 001-FTG FOOTING	20170778 2798 CRANSTON CIR	98	10/09/2017
BC AM 002-FOU FOUNDATION			10/12/2017
PR 003-WAT WATER			10/17/2017
PR 004-ESS ENGINEERING	- STORM		10/17/2017
PR 002-WAT WATER	20170779 2726 CRANSTON CIR	120	10/10/2017
BC 004-BKF BACKFILL			10/12/2017
PR 005-PLU PLUMBING - U	NDERSLAB		10/16/2017
PR 006-BGS BASEMENT GAR.	AGE STOOPS		10/17/2017
PR 007-ESS ENGINEERING	- STORM		10/19/2017
PR 001-FTG FOOTING	20170781 958 PURCELL ST	84	10/02/2017
PR 002-FOU FOUNDATION			10/05/2017
PR 003-BKF BACKFILL			10/10/2017
BC 001-PPS PRE-POUR, SL	AB ON GRADE 20170783 2607 OVERLOOK CT	26	10/12/2017
BC 003-FIN FINAL INSPEC	TION 20170785 206 FAIRHAVEN DR		10/09/2017
BC 002-FIN FINAL INSPEC	TION 20170790 2641 FAIRFAX WAY	255	10/12/2017
BC 001-FIN FINAL INSPEC	TION 20170791 2641 FAIRFAX WAY	255	10/12/2017
BC 001-PHF POST HOLE - :	FENCE 20170793 1974 CONEFLOWER CT	150	10/11/2017
PR 001-PPS PRE-POUR, SL	AB ON GRADE 20170801 2992 ELLSWORTH DR	347	10/03/2017
BC 001-PHF POST HOLE - :	FENCE 20170804 2726 ELDEN DR.	277	10/13/2017
BC 001-FTG FOOTING	20170806 811 CAULFIELD PT	107	10/07/2017
BC 002-FOU FOUNDATION			10/10/2017
BC 003-BKF BACKFILL			10/16/2017

DATE: 11/01/2017 UNIT TIME: 09:28:09 CALLS FO

ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

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INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSP	ECTOR TIME	TYPE OF INSPECTION	PERMIT ADDRESS	LOT	SCHED. DATE	COMP. DATE
вс		001-FTG FOOTING	20170807 2465 WILTON CT	128		10/09/2017
BC		002-FOU FOUNDATION				10/12/2017
BC		003-BKF BACKFILL				10/17/2017
PR		004-ESW ENGINEERING - SEWER / WA	AT			10/23/2017
BC		003-FIN FINAL INSPECTION	20170809 243 WINDHAM CIR	45		10/19/2017
BC		001-PHF POST HOLE - FENCE	20170810 2209 MEADOWVIEW LN	58		10/11/2017
BC		002-FIN FINAL INSPECTION				10/17/2017
BC		001-PHF POST HOLE - FENCE	20170812 885 FLINT CREEK LN	126		10/16/2017
BC		001-PHF POST HOLE - FENCE	20170813 2948 GRANDE TR	420		10/30/2017
BC	10:00	001-ROF ROOF UNDERLAYMENT ICE &	W 20170815 1449 ASPEN LN			10/11/2017
BC		001-PHF POST HOLE - FENCE	20170821 402 MORGAN ST			10/18/2017
BC		001-PHF POST HOLE - FENCE	20170823 322 RYAN CT	7		10/30/2017
BC		001-FIN FINAL INSPECTION	20170828 520 E KENDALL DR	3		10/19/2017
BC		001-FIN FINAL INSPECTION	20170829 310 TWINLEAF TR	73		10/25/2017
BC		001-PHF POST HOLE - FENCE	20170831 877 GREENFIELD TURN	41		10/20/2017
BC		001-ROF ROOF UNDERLAYMENT ICE &	W 20170849 102 W COUNTRYSIDE PKWY			10/17/2017
BC	10:30	001-ROF ROOF UNDERLAYMENT ICE &	W 20170853 664 WHITE OAK WAY	3		10/20/2017
BC	Al	M 001-ROF ROOF UNDERLAYMENT ICE &	W 20170871 1879 WALSH DR	52		10/30/2017

TIME: 09:28:09

ID: PT4A0000.WOW

PAGE: 15 DATE: 11/01/2017 UNITED CITY OF YORKVILLE CALLS FOR INSPECTION REPORT

INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR TIME TYP	E OF INSPECTION PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
	Y: ADD ADDITION	5			
	APT APARTMENT, CONDO BDO COMMERCIAL BUILD-OUT BIP BUILD INCENTIVE PROGRAM SFD	1			
	BDO COMMERCIAL BUILD-OUT	1 126			
	BIP BUILD INCENTIVE PROGRAM SFD	126			
	CCO COMMERCIAL OCCUPANCY PERMIT				
	COM COMMERCIAL BUILDING	14			
	DCK DECK	6			
	ESN ELECTRIC SIGN	1			
	FNC FENCE	12			
	IGP IN-GROUND POOL	1			
	MIS MISCELLANEOUS	1			
	MSC MISCELLANEOUS	2			
	PRG PERGOLA	1			
	PTO PATIO / PAVERS	6			
	REP REPAIR	8			
	ROF ROOFING	6 121			
	SFD SINGLE-FAMILY DETACHED	121 1			
	SHD SHED/ACCESSORY BUILDING WIN WINDOW REPLACEMENT	1			
	WIN WINDOW REPLACEMENT	_			
INSPECTION SUMMARY	BGS BASEMENT GARAGE STOOPS	9			
	BKF BACKFILL	16			
	BSM BASEMENT FLOOR	7			
	EDA ENGINEERING - DRIVEWAY APRON				
	EFL ENGINEERING - FINAL INSPECT	ION 7			
	ESS ENGINEERING - STORM				
	ESW ENGINEERING - SEWER / WATER				
	FIN FINAL INSPECTION				
	FOU FOUNDATION	13			
	FTG FOOTING	13			
	GAR GARAGE FLOOR	4			
	IND INDUDATION	15			
	PHD POST HOLE - DECK	2			
	PHF POST HOLE - FENCE	11			
	PLF PLUMBING - FINAL OSR READY	11			
	PLR PLUMBING - ROUGH	17			
	PLU PLUMBING - UNDERSLAB	18 10			
	PPS PRE-POUR, SLAB ON GRADE REI REINSPECTION	9			
	REL ROUGH ELECTRICAL	19			
	DED DOUGH EDAMING	2.2			
	RMC ROUGH MECHANICAL	18			
	ROF ROOF UNDERLAYMENT ICE & WATE	ER 4			
	STP STOOP	5			
	WAT WATER	11			
	WKS PUBLIC & SERVICE WALKS	± ±			

PAGE: 16 DATE: 11/01/2017 UNITED CITY OF YORKVILLE TIME: 09:28:09

CALLS FOR INSPECTION REPORT

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ID:	PT4A0000.WOW	
		INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR TIME	TYPE OF	F INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
INSPECTOR SUM	MARY:			 7			
		BC BOB CREADEUR		107			
		BKF BRISTOL KEND	ALL FIRE DEPT	1			
		PR PETER RATOS		187			
		PWK PUBLIC WORKS		2			
		TK TOM KONEN		11			
STATUS SUMMAR	PV: A	вс		2			
DIIIIOD DOINIII	A	PR		1			
	C	BC		28			
	C	BKF		1			
	C	PR		13			
	С	TK		9			
	I			6			
	I	BC		77			
	I	PR		161			
	I	TK		2			
	T			1			
	T	PR		12			
	Т	PWK		2			
REPORT SUMMAR	RY:			315			



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

Agenda Item Number				
New Business #3				
Tracking Number				
EDC 2017-75				

Agenda Item Summary Memo

Fitle: Property Mai	ntenance Report for October 2	2017					
Meeting and Date:	Economic Development Cor	nmittee – December 5, 2017					
Synopsis:							
Council Action Pre	viously Taken:						
Date of Action:	Action Taker	a:					
Item Number:							
Type of Vote Requi	red: Informational						
Council Action Req	uested: None						
Submitted by:		Community Development					
	Name	Department					
Agenda Item Notes:							



Memorandum

To: Economic Development Committee

From: Pete Ratos, Code Official

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

Date: November 1, 2017

Subject: October Property Maintenance

Property Maintenance Report October 2017

Adjudication:

4 Property Maintenance Cases were heard in October

1	0	/2	/2	0	1	7
-	0			v	-	

N 2688	02-08-100-006	Offensive Odor	Dismissed
N 3553	7311 S Bridge St	Weeds	Liable \$4,500
N 3566	122 Claremont Ct	Vehicles on Property	Dismissed

10/23/2017

N 3573 8721 Route 126 Commercial Vehicles Liable \$2,400



10/01/2017 - 10/31/2017

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATIO N	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING	POSTED	PUBLIC WORKS TO MOW
20170453	10/31/2017	509 W Washington St	Vehicle	IN VIOLATION	10/31/2017					1-10-44
20170452	10/31/2017	408 Colton St	Vehicles	IN VIOLATION	10/31/2017					
20170451	10/30/2017	1426 Aspen Ln	Grass and Weeds	CLOSED						
20170450	10/27/2017	1056 Stillwater Ct	Vehicles	IN VIOLATION	10/30/2017					
20170449	10/26/2017	110 E FOX ST	3 FAMILIES IN ONE HOME	PENDING						
20170448	10/26/2017	Right of way	Snipe Signs	IN VIOLATION	10/27/2017					
20170447	10/26/2017	1411 Chestnut In	Work with out permit	CLOSED						
20170446	10/25/2017	305 Colton St	Dead tree	IN VIOLATION	10/25/2017					
20170445	10/24/2017	Lot in Liberty St	Weeds and Grass	IN VIOLATION					10/24/2017	
20170444	10/23/2017	107 Blackberry Ln	Vehicles	IN VIOLATION	10/25/2017					
20170443	10/23/2017	407 W Kendall Dr	Lights	PENDING						
20170441	10/19/2017	1122 W Veterans Pkwy	Weeds and Grass	IN VIOLATION	10/19/2017				10/19/2017	
20170440	10/17/2017	Lot 34 Cornerstone Dr	Weeds and Grass	CLOSED		COMPLIANT			10/16/2017	
20170439	10/17/2017	Lot 13 Westwind Dr	Weeds and Grass	CLOSED		COMPLIANT			10/16/2017	
20170438	10/17/2017	Lot 10 - 11 Westwind Dr	Weeds and Grass	CLOSED		COMPLIANT	·		10/16/2017	
20170435	10/16/2017	2339 TITUS DR	WEEDS GRASS, JUNK, REFUSE	IN VIOLATION					10/17/2017	
20170434	10/12/2017	2743 GOLDENROD DR	JUNK TRASH REFUSE	CLOSED		COMPLIANT				

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20170433	10/12/2017	331 Westwind dr	Weeds and Grass	IN VIOLATION					10/12/2017	
20170432	10/12/2017	122 Claremont Ct	Vehicle	CLOSED	-0122					
20170431	10/11/2017	1102 Sunset Ave	Vehicle	IN VIOLATION	10/12/2017					
20170430	10/11/2017	302 W Somonauk St	Roof with out permit	CLOSED	10/17/2017	COMPLIANT				
20170429	10/11/2017	1008 Sunset Ave	Vehicle	IN VIOLATION	10/12/2017					
20170428	10/6/2017	802 Caulfield Pt	Sod Ban	IN VIOLATION		IN VIOLATION	10/9/2017	11/13/2017		
20170427	10/4/2017	1433 Chestnut Ln	Junk	CLOSED						
20170426	10/4/2017	305 E Fox St	Vehicle	CLOSED	10/4/2017					
20170425	10/3/2017	507 Heustis St	Vehicles	IN VIOLATION	10/4/2017					
20170424	10/3/2017	407 Colton St	Work with out permit	CLOSED			· II			
20170423	10/3/2017	1192 Taus Cir	Weeds and Grass	CLOSED		COMPLIANT			10/2/2017	
20170422	10/3/2017	1142 Kate Dr	Weeds and Grass	CLOSED		COMPLIANT			10/2/2017	
20170421	10/3/2017	1386 Spring St	Weeds and Grass	CLOSED		COMPLIANT			10/2/2017	***
20170420	10/3/2017	1312 E Spring St	Weeds and Grass	CLOSED		COMPLIANT			10/2/2017	

Total Records: 31



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

Agenda Item Number
New Business #4
Tracking Number
EDC 2017-76

Agenda Item Summary Memo

Title: Economic Development Report for November 2017				
Meeting and Date:	Economic Development Comm	nittee – December 5, 2017		
Synopsis: See attacl	ned.			
Council Action Prev	viously Taken:			
Date of Action: N/A	Action Taken:	_		
Item Number:				
Type of Vote Requi	red:			
		_		
Submitted by:	Bart Olson Name	Administration Department		
		•		
	Agenda Item I	Notes:		



651 Prairie Pointe Drive, Suite 102 • Yorkville, Illinois 60560 Phone 630-553-0843 • FAX 630-553-0889

Monthly Report – for December 2017 EDC Meeting of the United City of Yorkville

November 2017 Activity

Downtown Redevelopment:

- Continue working with Jefferson Properties (Muellner Construction) to begin design, site prep, and building pad and retaining wall construction on property located at 301 South Bridge to allow for construction of buildings that will maximize the potential of the overall site.
- Working with BJ & Lyneen Gerl who are preparing to open Capitano's Deli & Sweets on east side of Route 47, next to YPAC. This business will open in the spring, and will be a full service deli and also prepare fresh homemade sandwiches, and sides dishes. The "Old Fashioned Candy Store" will be a place for young adults with "special needs" to work. The Gerl's are residents of Yorkville.

Development south of Fox River:

- Working with owner of out lot and building that is half completed at Stagecoach Crossing to spur continued development on the site. At this time we are working on financing and application for Enterprise Zone status. Verbal report will update.

Development north of the Fox River:

- Kendall Crossing...Construction has begun on the Holiday Inn Express and Banquet Facility. Sonny Shah is finalizing plans with an architect for the banquet facility.
- There are two Yorkville businesses that are working on plans for expansion on their current sites. These are both business that have been successful, and active business members of Yorkville. I anticipate that formal announcements of these business expansions will take place by the end of this year.
- Kendall Marketplace...Working with Alex Berman (owner) to identify potential additional development on the project. Alex is working on developing a multi-tenant out lot building to attract small restaurants to the site. Alex has also entered into a contract for the purchase of the 28 single family lots with a local builder. These lots will close by the end of the third quarter of the year. The junior box approval is getting closer, as more of the existing retailers have "signed off" on the new addition.
- Working with developer interested in a significant parcel along Route 34 for development. This project would allow for free standing outlot development, and a multi-tenant building to be built.
- Two National restaurants chains are looking closely at Yorkville. I am working with both to identify opportunities.

Industrial Development:

- Working with Joyce Sloan, the industrial broker, who is the listing agent on Lincoln Prairie on Eldamain Road.
- Working with small industrial user to locate in Yorkville. This business owner is a resident, and currently operates in a surrounding community.
- Working with Wrigley to meet their needs to increase their production of Skittles in the Yorkville plant. We are also beginning meetings with Wrigley to discuss obtaining Enterprise Zone status for the property through the UIRVDA program.

Recreational Development:

- Continue to work with Justine Brummel on "Go For It Sports" facility. Ribbon cutting has been set for December 15th at 2PM.

Other Activity:

- Attended local taxing body meetings with Bart Olson to roll out the extension of the downtown TIF.

Respectfully submitted,

Lynn Dubasic

Lynn Dubajic

651 Prairie Pointe Drive, Suite 102

Yorkville, IL 60560 lynn@dlkllc.com 630-209-7151 cell



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

Agenda Item Number
New Business #5
Tracking Number
EDC 2017-77

Agenda Item Summary Memo

Title: Cedarhurst Living, LLC – An	mended Final Plat of Subdivision			
Meeting and Date: Economic Dev	velopment Committee - December 5, 2017			
Synopsis: Proposed Amended Final	l Plat of Subdivision for Cedarhurst Living, LLC.			
Council Action Previously Taken:				
Date of Action: <u>02-28-17</u>	Action Taken: Approval of Amend. AA & PUD			
Item Number: PZC 2017-01				
Type of Vote Required: Majority				
Council Action Requested: Vote				
Submitted by: Krysti J. Barksdale-l	Noble, AICP Community Development			
Name	e Department			
Agenda Item Notes:				
See attached memorandum.				



Memorandum

To: Economic Development Committee

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

CC: Bart Olson, City Administrator

Date: November 28, 2017

Subject: PZC 2017-15 Cedarhurst Living – NEC Cannonball Trail & US 34

Amended Final Plat Approval

Project Background/Request:

As the Economic Development Committee (EDC) will recall, the annexation agreement and planned unit development (PUD) amendment for Cedarhurst Living (formerly known as Cannonball Trails), an assisted living and memory care facility, was approved by the City Council in February 2017. The approximately 6.7-acre parcel, located at the northeast corner of US 34 (Veterans Parkway) and Cannonball Trail, consists of a two-story 73-unit building as a PUD with underlining zoning of B-2 Retail Commerce Business District. The developer is requesting final plat of subdivision amendment approval for the site to grant a stormwater management easement to the City for the onsite detention basin and dedication of right-of-way along a portion of Cannonball Trail.

Proposed Amended Final Plat:

As part of the 2017 approval of an amendment to the annexation and planned unit development (PUD) agreement, the City also approved a final PUD plat for the site which illustrated the new building configuration, parking/vehicular circulation and setback requirements. All approvals granted were subject to final engineering approval by the City's engineer which stipulated future right-of-way dedication and an easement across the dry detention area. The developer has completed all site engineering to the satisfaction of the City engineer and construction has begun on the property. The developer is now ready to formally dedicate approximately 0.155 acres of right-of-way (30' wide) along a portion of the property's frontage on Cannonball Trail as well as granting a 1.351-acre stormwater management easement to the City, should the owner or future owner not maintain the detention basin.

The proposed Final Plat of Subdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated June 9, 2017 were provided to the developer/petitioner related to the proposed Final Plat (see attached). The engineering review has found the submitted plans in general conformance with the City's requirements and standard engineering practices.

Staff Comments:

Based upon the review of the proposed Final Plat of Cedarhurst of Yorkville PUD Subdivision, staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations. Therefore, we intend to recommend approval of the Final Plat to the Planning and Zoning Commission at the December 13, 2017 meeting with subsequent final determination by the City Council at the January 9, 2018 meeting.

Should you have any questions regarding this matter; staff will be available at Tuesday night's meeting.

Attachments:

- 1. Copy of Petitioner's Application
- 2. Final Plat of Cedarhurst of Yorkville PUD Subdivision prepared by HR Green date last revised 05-23-17.
- 3. EEI Letter to the City dated June 9, 2017 re: Cedarhurst Living Engineering Plan Review 3rd Submittal.

Application For Preliminary Plan & Final Plat						
STAFF USE ONLY Date of Submission PC# Development Name						
Applicant Information						
Name of Applicant(s) David Schultz Business Address 651 Prairie Pointe Drive, Suite 201 City Yorkville State IL ZIP 60560 Business Phone 630.708.5002 Business Fax 630.553.7646 Business Cell Business E-mail dschultz@hrgreen.com						
Property Information						
Property Street Address 1690 Cannonball Trail, Yorkville, IL 60560 Property Existing Zoning B-2 PUD Property Total Acreage 6.15 acres Type of Request: Preliminary Plan Final Plat Amended Preliminary Plan Amended Final Plat						
Attachments						
Applicant must attach a legal description of the property to this application and title it as "Exhibit A".						
Additional Contact Information						
Attorney Name JORDAN DORSEY Address 120 SOUTH CENTRAL AVENUE, SUITE 1050 City Clayton State MO ZIP 63105 Phone 314.254.8354 Fax E-mail idorsey@cedarhurstliving.com						

Application For Preliminary Plan & Final Plat

Additional Contact Information		经 对数据等数据	
Engineer			
Name David Schultz, PE - HR Green, Inc.			
Address 651 Prairie Pointe Drive, Suite 20	01		
City Yorkville	State	IL	ZIP 60560
Phone 630.708.5002		Fax 630.553.7646	To the state of th
E-mail dschultz@hrgreen.com			¥
Land Planner/Surveyor			
Name Bernard Bauer, PLS - HR Green, I	nc.		
Address See Above			
City	State		ZIP
Phone		Fax	
E-mail bbauer@hrgreen.com			
Agreement		经营业等	
I verify that all the information in this application all requirements and fees as outlined as well as an must be current before this project can proceed t	ny incu	rred administrative and plan	nning consultant fees which
I understand all of the information presented in dormant it is through my own fault and I must the	this do	cument and understand that e follow the requirements or	t if an application becomes utlined above.
Applicant Signature			Date
DAVID W. SCHULTZ		11-17.	-2017
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LAND AREAS ACREAGE 6.149± ac. 0.155± ac. 6.304± ac. R.O.W. HEREBY DEDICATED TOTAL GROSS ACRES

1 inch = 50 ft.

ANNOTATION ABBREVIATIONS -B.S.L. = BUILDING SETBACK LINE P.O.B = POINT OF BEGINNING R.O.W. = RIGHT-OF-WAYP.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT L.S.B.E. = LANDSCAPE BUFFER EASEMENT S.M.E. = STORMWATER MANAGEMENT EASEMENT (XXX.XX)= RECORD DIMENSION 2. SURVEY IS BASED IN PART ON COMMITMENT FOR TITLE INSURANCE N7892STL, ISSUED

- BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, BEARING AN EFFECTIVE DATE OF 11/02/2016 AND SHERIFF'S DEED, RECORDED AS DOCUMENT 201100017401.
- RECORD DIMENSIONS SHOWN HEREON ARE AS DESCRIBED IN ABOVE REFERENCE TITLE COMMITMENT AND SHERIFF'S DEED.
- THE LEGAL DESCRIPTION WHICH APPEARS IN THE SURVEYOR'S CERTIFICATE OF THIS PLAT DESCRIBES THE SAME LAND WHICH IS DESCRIBED IN ABOVE REFERENCED TITLE COMMITMENT AND SHERIFF'S DEED.
- 5. THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
- 6. 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED. DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
- 8. PROPERTY ZONING IS B-2 (PUD) IN THE UNITED CITY OF YORKVILLE.

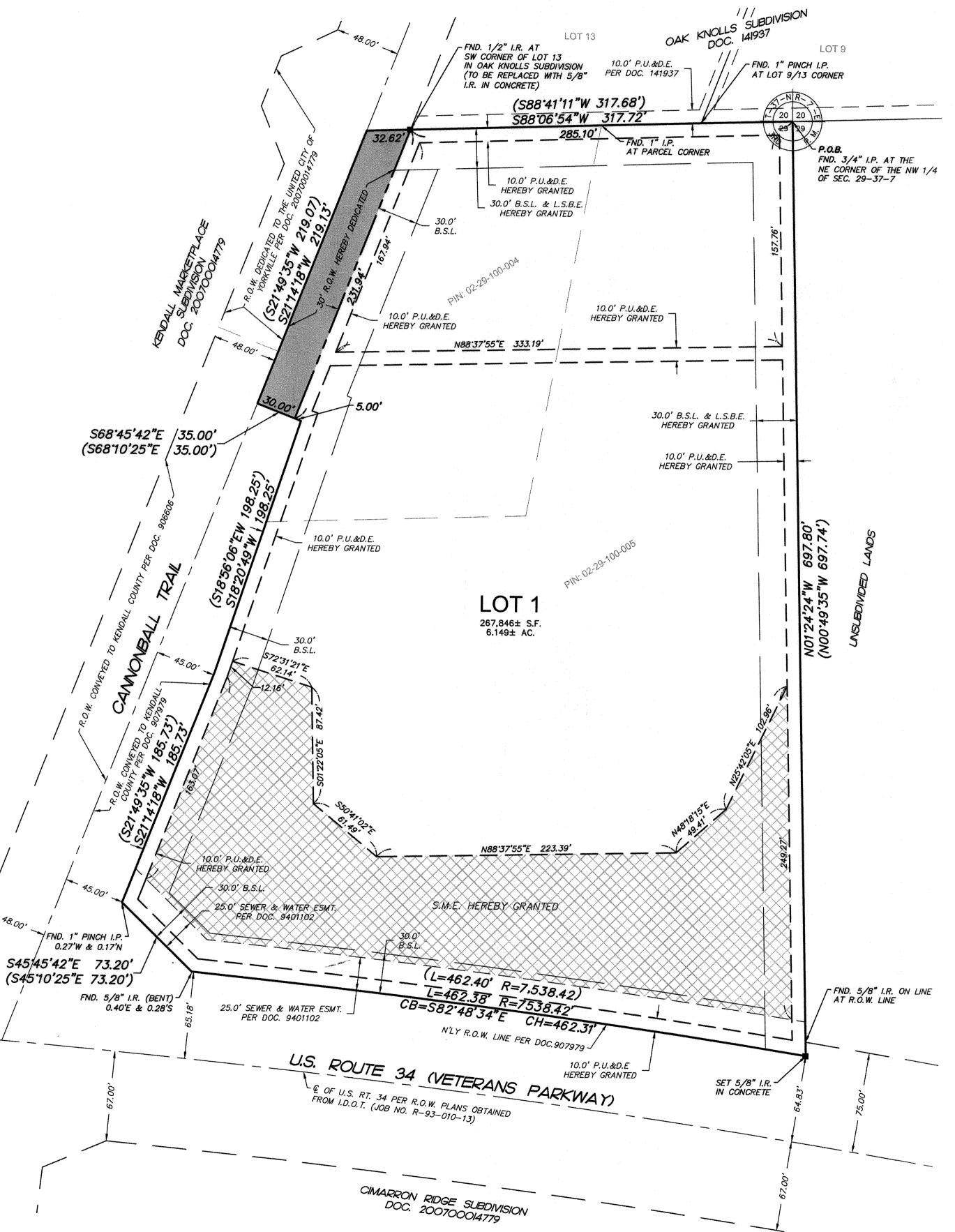
NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements

* Basis of bearings for this survey: IL SPC EAST ZONE (NAD83-2011) * No distance should be assumed by scaling. * No underground improvements have been located unless shown * No representation as to ownership, use, or possession should be * This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed. * Field work for this survey was completed on 02/09/17. * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for: DOVER DEVELOPMENT, LLC

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

8/16/2017 3:59:35 PM

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PINs: 02-29-100-004 02-29-100-005

EXHIBIT A

HR GREEN CONTACTS! DAVID W. SCHULTZ P.E., PROJECT MANAGER 630-753-7560 BERNARD J. BAUER P.L.S., PROJECT SURVEYOR 630-753-7560

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DRAWN BY: BJB APPROVED: MRF JOB DATE: 02/07/2017 JOB NO: <u>160368</u>

SHEET

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com) ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799 LICENSE EXPIRES: 11/30/18

PREPARED ON: JUNE 9TH, 2017

PREPARED BY:



A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29 TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

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KENDALL COUNTY RIGHT TO FARM STATEMENT

KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR — A—1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY, AMERITECH ILLINOIS a.k.a. ILLINOIS BELL TELEPHONE COMPANY,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS, SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. PRIVATE OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF THE REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING", AND "COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER,

EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, COMCAST, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (abbreviated P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITAR SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN. UPON. OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RECROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND TO ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" (abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE UNITED CITY OF YORKVILLE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE

LANDSCAPE BUFFER EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "LANDSCAPE BUFFER EASEMENT" TO INSTALL, PLANT, MAINTAIN, INSPECT, REMOVE AND REPLACE TREES, SHRUBS, BUSHES, GRASS, PLANTS, GROUNDCOVERS AND OTHER FORMS OF VEGETATION AND LANDSCAPING FEATURES. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS NOR SHALL ANY SUCH VEGETATION BE REMOVED, (EXCEPT TO REPLACE DEAD OR DISEASED VEGETATION WITH LIKE VEGETATION), WITHOUT THE WRITTEN AUTHORITY OF THE

THE OWNER OF THE PROPERTY SHALL BE PERPETUALLY RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE LANDSCAPE BUFFER EASEMENT AREAS AND APPURTENANCES.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF KENDALL)

THIS INSTRUMENT NO. _ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.

THIS _____ DAY OF ____ ____O'CLOCK ____.M.

KENDALL COUNTY RECORDER

DRAINAGE CERTIFICATE

COUNTY OF KENDALL)

WE, DAVID SCHULTZ, REGISTERED PROFESSIONAL ENGINEER AND JORDAN DORSEY OWNER (OR HIS ATTORNEY) SUBMIT THE TOPOGRAPHICAL AND PROFILE STUDIES AND, TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS

DATED THIS 9th DATOR JUNE ULY AUTHORIZED ATTORNEY)

SURVEYORS CERTIFICATE

LICENSE EXPIRATION DATE: 11/30/18

STATE OF ILLINOIS COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 06 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF OAK KNOLLS SUBDIVISION, 317.72 FEET TO THE CENTERLINE OF CANNONBALL TRAIL; THENCE SOUTH 21 DEGREES 14 MINUTES 18 SECONDS WEST ALONG SAID CENTERLINE 219.13 FEET TO THE NORTHERLY LINE OF A TRACT CONVEYED TO KENDALL COUNTY BY DOCUMENT NO. 907978; THENCE SOUTH 68 DEGREES 45 MINUTES 21 SECONDS EAST ALONG SAID NORTH LINE 35.00 FEET TO THE EAST LINE OF CANNONBALL TRAIL; THENCE SOUTH 18 DEGREES 20 MINUTES 49 SECONDS WEST ALONG SAID EAST LINE 198.25 FEET TO AN ANGLE POINT; THENCE SOUTH 21 DEGREES 14 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE 185,73 FEET TO AN ANGLE POINT; THENCE SOUTH 45 DEGREES 45 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE 73.20 FEET TO THE NORTHERLY LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,538.42 FEET, AN ARC DISTANCE OF 462.38 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 24 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 697.80 FEET SAID POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM MAP NO. 17093C0037H, BEARING AN EFFECTIVE DATE OF JANUARY 8, 2014. ALL OF THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT I HAVE SET ALL EXTERIOR SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT, AND THAT ALL INTERIOR MONUMENTS SHALL BE SET AS REQUIRED BY STATUTE (ILLINOIS REVISED STATUTES 1989, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS PAUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS

GIVEN UNITER MY HAND AND SEAL AT YORKVILLE, ILLINOIS, THIS 9TH DAY OF JUNE, 2017. BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com) ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003799



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BAR IS ONE INCH ON

OFFICIAL DRAWINGS IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB APPROVED: JOB DATE: 02/07/2017 JOB NO: <u>160368</u>

0F

6/9/2017 3:10:51 PM J:\2016\160368\Survey\Dwgs\FP-160368.dwg

STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

OWNERSHIP CERTIFICATE

NOTARY CERTIFICATE

AND PURPOSES THEREIN SET FORTH.

COUNTY CLERK'S CERTIFICATE

CONNECTION WITH THE PLAT HEREIN DRAWN.

COUNTY OF KENDALL)

COUNTY CLERK

LOGT, CERTIFICATE

REGION 2 ENGINEER

DATE: AUGUST 22, ZO17

STATE OF MO

___ LIMITED LIABILITY CORPORATION, IS THE FEE SIMPLE OWNER

OF THE PROPERTY DESCRIBED FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME

TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES

AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE

THE UNDERSIGNED HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR

THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES: AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN

AND JOSAN DOS SECRETARY OF DESCRIPTION OF SECRETARY OF SE

ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID

INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND

VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES

I, ______, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID

FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,

ILLINOIS, THIS ______DAY OF _______20____

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT

FOR ACCESS IS REQUIRED BY THE OWNER OF THE PROPERTY. A PLAN THAT MEETS THE

TO ROADWAY ACCESS PURSUANT TO 765 ILCS 205/2, AS AMENDED. HOWEVER, A HIGHWAY PERMIT

REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO



June 9, 2017

Ms. Krysti Barksdale-Noble Community Development Director United City of Yorkville 800 Game Farm Road Yorkville, IL. 60560

Re: Cedarhurst Living

Final Engineering Plan Review – 3rd Submittal United City of Yorkville, Kendall County, Illinois

Krysti:

We are in receipt of the following items for the above referenced project:

- Engineering Plans (31 sheets) revised dated June 1, 2017 and prepared by HR Green
- Photometric Plan dated April 10, 2017 and prepared by Saint Louis Design Alliance Architects
- Final Plat revised dated May 23, 2017 and prepared by HR Green
- Engineer's Opinion of Probable Construction Cost dated May 18, 2017 and prepared by HR Green
- Supporting Documentation

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

- Prior to the start of construction, the following items need to be addressed:
 - A preconstruction meeting with the City staff needs to be held
 - A construction guarantee equal to \$136,398 (120% of the public improvements and erosion control costs) needs to be on file with the City
 - YBSD permit needs to be obtained.
 - A revised landscape plan needs to be submitted.
 - All necessary City Building Department permits and sign-offs need to be obtained.
- 2. Please see the attached fee calculation sheet for the estimated building permit fees.

Ms. Krysti Barksdale-Noble June 9, 2017 Page 2 of 2

Storm Water Management and Storm Sewer Design Report

3. The Stormwater Maintenance Plan is acceptable and the Developer should submit a signed copy for City records.

Final Engineering Plans

4. The Final Engineering Plans are in general conformance with City ordinances and standard engineering practices. EEI recommends approval of the engineering plans pending completion of the items noted above.

Final Plat of Subdivision

5. The Final Plat is in general conformance with City ordinances and standard surveying practices. A signed Mylar copy of the Plat should be provided to the City for signature and processing.

If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

TNP/nls

pc: Mr. Bart Olson, City Administrator (via email)

Ms. Erin Willrett, Assistant City Administrator (via email)

Mr. Jason Engberg, Senior Planner (via email)

Mr. Eric Dhuse, Director of Public Works (via email)

Mr. Pete Ratos, Building Department (via email)

Ms. Dee Weinert. Admin Assistant (via email)

Ms. Lisa Pickering, Deputy Clerk (via email)

Mr. Jordan Dorsey, Cedar Hurst

Mr. Dave Schultz, HR Green (via email)

TNP, JAM, EEI (via email)



CEDARHURSTOF YORKVILLE UNITED CITY OF YORKVILLE HR GREEN JOB NUMBER: 160368

JOB NUMBER: 160368 PLAN SET DATE: 05/04/2017

LOCATION: 1690 CANNONBALL TRAIL REVISED: 5/18/2017

SE/SC PLANS - FOR PERMIT (PUBLIC) ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

1.00 CONSTRUCTION ACCESS	1.01114		10112	0.500.00	0	2 500 00
1.01 STABILIZED CONSTRUCTION ACCESS	L.SUM		\$	2,500.00		2,500.00
1.00 Sub-Total					\$	2,500,00
2.00 REMOVALS				SUM E-M	118-	ATE TOWN
2.01 CLEARING AND GRUBBING	SQ YD	1,210	\$	6.00	\$	7,260.00
2.00 Sub-Total		N SEC		E E Fait	\$	7,260.00
2.00 EROSION CONTROL	The Market St.					View I
2.01 PERIMETER EROSION BARRIER	FOOT	1,700	\$	2.50	\$	4,250.00
2.02 TEMPORARY EROSION CONTROL SEEDING	POUND	615.0	\$	15.00	\$	9,225.00
2.03 EROSION CONTROL BLANKET - DS150	SQ YD	3,780.0	\$	2,25	\$	8,505.00
2.04 INLET PROTECTION	EACH	3	\$	200,00	\$	600.00
2.05 STONE RIPRAP, CLASS A3	SQ YD	36	\$	50.00	\$	1,800.00
2.06 STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 12"	FOOT	49	\$	50.00	\$	2,450.00
2.07 MANHOLE, TYPE A, 6' DIAMETER, T1F CL (RESTRICTOR)	EACH	1	\$	7,500.00	\$	7,500,00
2.08 DUST CONTROL/PAVEMENT CLEANING/EROSION CONTROL MAINT. & MONITORING	L.SUM	1	\$	2,000.00	\$	2,000.00
2.09 EARTH EXCAVATION (BASIN AND PUBLIC ONLY)	CU.YD.	2,115.00	\$	9.00	\$	19,035.00
2.10 TOPSOIL EXCAVATION	CU.YD.	4,045.00	\$	6.00	\$	24,270.00
2.11 TOPSOIL PLACEMENT (4" MIN) - ASSUMES RESPEAD OF SITE	CU.YD.	4,045.00	\$	6.00	\$	24,270.00
2.00 Sub-Total			1		\$	103,905.00
AL COST					\$	113,685.00
FORMANCE GUARANTEE BOND (120%)					\$	136,398.00

Project Assumptions/Notes/Comments:

HRG is not a construction cost estimator or construction contractor, nor should HRG'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. HRG'S opinion will be based solely upon his or her own experience with construction. This requires HRG to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which HRG has no control, Given the assumptions which must be made, HRG cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against HRG relative to the accuracy of HRG'S opinion of probable construction cost.



CEDARHURSTOF YORKVILLE
UNITED CITY OF YORKVILLE
HR GREEN
JOB NUMBER: 16308
PLAN SET DATE: 05/04/2017
LOCATION: 1690 CANNONBALL TRAIL

PLANS DATED 05/04/17 - CITY SUBMITTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS (ONSITE)

SAIL	PAYITEM	UNITS	QUANTITY	UNIT COST		COST
1.00	EARTHWORK AND EROSION CONTROL					
1.01	STABILIZED CONSTRUCTION ACCESS	L;SUM	-1	\$ 2,500.00	S	2,500,00
1.02	DUST CONTROL/PAVEMENT CLEANING/EROSION CONTROL MAINT, & MONITORING	L,SUM	1	\$ 2,000.00	\$	2,000.00
1.03	WASHOUT BASIN	LSUM	1	\$ 800.00	S	800,00
1.04	EARTH EXCAVATION	CU.YD.	6,731.00	\$ 9.00	\$	60,579,00
1.05	TOPSOIL EXCAVATION	CU.YD.	4,045.00	\$ 6.00	\$	24,270.00
1.06	TOPSOIL PLACEMENT (6" MIN)	CU.YD.	3,315.00	5 6.00	S	19,890,00
	SEEDING, CLASS 1A	ACRE	4,30	\$ 3,500,00	\$	15,050,00
1.08	SILT FENCE / EROSION CONTROL W/ MAINTENANCE	FOOT	1,703	\$ 2,50	\$	4,257.50
1.09	INLET AND PIPE PROTECTION	EACH	20	\$ 200.00	\$	4,000.00
1.10	STONE RIPRAP, CLASS A3	SQ YD	36	\$ 50,00	3	1,800.00
1,11	EROSION CONTROL BLANKET - DS150	SQ YD	3,780	S 2.25	\$	8,505.00
1.00	Sub-Total Sub-Total		L. Out.		4	143,651,50

PAYITEM	UNITS	QUANTITY	UNIT COST	COST
2.00 PARKING LOT CONSTRUCTION			SERVICE OF THE	
CONCRETE				
2.01 ADA DETECTABLE WARNING	SQ.FT.	167	\$ 25,00	\$ 4,175.00
2.02 AGGREGATE BASE COURSE, TYPE B 2"	SQ. YD.	930		
2.03 P.C.C. SIDEWALK 5"	SQ. FT.	8,340	\$ 5.50	\$ 45,870.00
2.04 COMBINATION CONCRETE CURB AND GUTTER, TYPE (B-6,12)	FOOT	1,700	\$ 20,00	\$ 34,000.00
PAVEMENT		- SANDOR		
2.05 PORTLAND CEMENT CONCRETE PAVEMENT 6" (JOINTED)	SQ. YD.	120		\$ 6,600.00
2.06 AGGREGATE BASE COURSE MATERIAL (CA-6), 6" TYPE B OR APPROVED EQUAL	SQ. YD.	120	\$ 8.00	\$ 960.00
2.07 AGGREGATE BASE COURSE MATERIAL (CA-6), 8° TYPE B OR APPROVED EQUAL	SQ, YD,	3,180	\$ 10,00	\$ 31,800.00
2.08 AGGREGATE BASE COURSE MATERIAL (CA-6), 12' TYPE B OR APPROVED EQUAL	SQ. YD.	0	\$.	5 -
2.09 BITUMINOUS MATERIALS (TACK COAT)	POUND	720	\$ 0.35	\$ 252.00
2.10 BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,160	\$ 0.35	\$ 2,506.00
2.11 HOT-MIX ASPHALT BINDER COURSE. IL-19.0. N50 (2.5")	TON	458	\$ 65.00	\$ 29,770.00
2.12 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (1.5")	TON	275	\$ 70.00	5 19,250.00
STRIPING				
2.13 PAINT PAVEMENT MARKING - LINE 4"	FOOT	1,710	\$ 0.75	\$ 1,282,50
2.14 PAINT PAVEMENT MARKING - LINE 24"	FOOT	15	5 2.50	\$ 37,50
2.15 PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	22	\$ 5.00	\$ 110,00
SIGNAGE				
2.16 SIGN PANEL - TYPE 1	SQFT	15	\$ 50.00	\$ 762.50
2.17 TELESCOPING STEEL SIGN SUPPORT	FOOT	48	\$ 25.00	S 1,200.00
SITE LIGHTING - COMPLETE WITH WIRING, SLEEVES, FOUNDATION, POLE, LIGHTING UNIT PER OWNER SELECTION	ON	4		
2.18 LIGHT POLE - SINGLE WITH FOUNDATION, 24" DIAMETER	EACH	23	\$ 2,800,00	\$ 64,400.00
MISCELLANEOUS				
2.19 BOLLARDS - CONCRETE	EACH	4	\$ 350.00	
2.20 FINE GRADE PARKING LOT	SQ. YD.	3,180	\$ 1.00	
2,00 Sub-Total	The state of the s		DOWN VICE	\$ 250,345.50

9100	PAYITEM	UNIT	QUANTITY	UNIT COST	COST
3,00	STORM SEWER CONSTRUCTION	V	- Con-		
3.01	TRENCH BACKFILL	CU. YD.	300		
	CLEAN OUT 6"	EACH	2	\$ 300.00	\$ 600,00
3.03	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 1,950,00	
3.04	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH		\$ 1,950.00	
3.05	CATCH BASINS, TYPE A. 4-DIAMETER, OPEN LID	EACH	2	\$ 2,500,00	
3.06	CATCH BASINS, TYPE A, 4-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	2	\$ 2,500.00	
3.07	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 2,200.00	
3.08	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	5 2,200.00	
3.09	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 3,500.00	
3,10	6" DRAIN BASIN (ADS OR EQUAL)	EACH	6	5 350.00	
3.11	8" DRAIN BASIN (ADS OR EQUAL)	EACH	4	\$ 500,00	
3.12	12" DRAIN BASIN (ADS OR EQUAL)	EACH	7	\$ 600.00	
3.13	24" DRAIN BASIN WITH 12" STANDARD GRATE (ADS OR EQUAL)	EACH	3	5 1,000.00	
3.14	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$ 700.00	
3.15	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	1	5 950.00	
3.16	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH		5 1,000.00	
3.17	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6" WITH CA-7 STONE	FOOT	550		
3,18	STORM SEWER 6" PVC	FOOT	216		
3.19	STORM SEWER 8" PVC	FOOT	585		
3.20	STORM SEWER 10" PVC	FOOT	242		
3.21	STORM SEWER 12" PVC	FOOT	179		
3,22	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 12"	FOOT	159		
3,23	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 15"	FOOT	216		
3.24	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 18"	FOOT	464	\$ 65,00	
3.25	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 24"	FOOT	26		
3.26	VIDEO TAPING STORM SEWERS (ASBUILT - RECORD)	FOOT	865	\$ 1.50	
	Sub-Total		DOMESTIC OF		\$ 148,042.50

PAYITEM	UNIT	QUANTITY	UNIT COST	121	COST
4.00 WATER MAIN CONSTRUCTION				Select .	Use Consult
4.01 TRENCH BACKFILL	CU, YD.	121	\$ 25.00	S	3,025.00
4.02 PRESSURE CONNECTION 8" (TAP EXISTING 16" WM)	EACH	1	\$ 5,000.00	\$	5,000,00
4.03 WATER MAIN, 6" DI	FOOT	32	\$ 45.00	8	1,440.00
4,04 WATER MAIN, 8" DI	FOOT	408	\$ 50,00	\$	20,400,00
4,05 8" VALVE AND 5' DIA VALVE VAULT	EACH	1	\$ 2,500.00	S	2,500,00
4,06 6" AUXILIARY VALVE AND VALVE BOX	EACH	1	\$ 1,500.00	S	1,500.00
4.07 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	\$ 3,000.00	\$	6,000.00
4.08 HDD WATER MAIN	FOOT	\$ 85.00	\$ 200.00	\$	17,000.00
4.00 Sub-Total		174	CONTRACTOR OF THE PARTY.	\$	56,865,00

PAYITEM	UNIT	QUANTITY	UNIT COST	26	COST
5.00[SANITARY SEWER IMPROVEMENTS					
5.01 TRENCH BACKFILL	CU.YD	73	\$ 32.0	\$	2,336,00
5,02 B - INCH SDR 26, PVC, SANITARY SEWER	FOOT	151	\$ 55.0	\$	2,336,00 8,305,00
5.03 8 - INCH DR 18, PVC, SANITARY SEWER	FOOT	147	\$ 65,0		9,555.00
5.04 CONNECTION TO EXISTING SANITARY SEWER MANHOLE (EXTERNAL DROP)	EACH	1	\$ 3,500.0	S	3,500,00
5,05 SANITARY MONITORING MANHOLE, 4' DIA.	EACH	1	\$ 2,500,0) \$	3,500,00 2,500.00
5.06 CLEAN OUT 6*	EACH	1	\$ 300.0	5	300,00
5.00 Sub-Total		areas - V	Carried Co.	5	26,495,00

PAYITEM	UNIT	QUANTITY	UNIT COST	COST
6,00 MISCELLANEOUS IMPROVEMENTS				
6.01 TRASH ENCLOSURE COMPLETE	L.SUM	1	\$ 5,000.00	\$ 5,000.00
6.00[Sub-Total				\$ 5,000.00

PAYITEM	UNIT	QUANTITY	UNIT COST	DOORG	COST
7.00 LANDSCAPING IMPROVEMENTS		S I and the same		Society	
7.01 LANDSCAPING IMPROVEMENTS	L.SUM	- 1	\$ 115,000.00	\$	115,000.00
7.00 Sub-Total	-13 1311(8)	2 H H.		\$	115,000.00

1.00 EARTHWORK AND EROSION CONTROL	\$ 143,651,50
2,00 PARKING LOT CONSTRUCTION	\$ 250,345.50
3.00 STORM SEWER CONSTRUCTION	\$ 148,042,50
4.00 WATER MAIN CONSTRUCTION	\$ 56,865,00
5.00 SANITARY SEWER IMPROVEMENTS	\$ 26,496.00
6.00 MISCELLANEOUS IMPROVEMENTS	\$ 5,000.00
7.00 LANDSCAPING IMPROVEMENTS	\$ 115,000.00
SUBTOTAL COST	\$ 746,400.60
CONTINGENCY (10%) - FINAL	\$ 74,640.08
TOTAL COST (WITH CONTINGENCY)	\$ 819,940.58

Project Assumptions/Notes/Comments:

ASSUMPTIONS/NOTES/COMMENTS.

HRG is not a construction cost estimator or construction contractor, nor should HRG'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide, HRG'S opinion will be based solely upon his or her own experience with construction. This requires HRG to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged, the means and methods of construction the contractor will employ, the cost and extent of labor, equipment and materials the contractor will employ, contractor's techniques in determining prices and market conditions at the time, and other factors over which HRG has no control. Given the assumptions which must be made, HRG cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waves any claim against HRG relative to the accuracy of HRG'S opinion of probable construction cost.

Plan Fee, Deposit, & Construction Guarantee Calculator

Development: Date: Cedarhurst 6/8/17

Total acreage:

6.15 acres

Review fee (1) Coordination fee (2) Administration fee (3)

Water fee (4)

\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

\$0.00 \$0.00 \$27.80

\$0.00

\$0.00

\$0.00 \$27.80 \$0.00

Public Streetlight Maintenance Deposit (5) Street Cleaning Deposit (6)

Street Cleaning Deposit (6) Weather Warning Siren Fee (7) Stormwater Permit Fee (8)

Fee/Deposit total

\$100.00 \$2,627.80

\$2,500.00

\$0.00

\$0.00

\$0.00

Required Bond/LOC Amounts

\$136,398.00 for site development permit \$0.00 for remaining sitework

Notes: 1) Review fee is 1.25% of approved cost estimate. Does not apply if review is performed by consultant.

- 2) Coordination fee is 0.35% of approved cost estimate if a final plat is required.
- 3) Administration fee is 1.75% of approved cost estimate. Does not apply if review is performed by consultant.
- 4) Water fee is based on \$0.01 per gallon and assumes that the system will be flushed 2.5 times.
- 5) Streetlight Normal Maintenance deposit is calculated at \$300 per pole.
- 6) Street cleaning deposit to be applied for all developments that include new streets or connect directly to public roadways.
- 7) Weather Warning Siren Fee is \$75.00 per gross acre of the development.
- 8) Permit fee is \$100 per application per ordinance 8-7-1.

Work Category Summa		Water fee calculation			
Grading and Erosion Control	\$143,651.50	Length (feet)	Dia (inches)	Volume (gal)	<u>Fee</u>
Parking Lot Construction	\$250,345.50	32	6	47	\$1.17
Storm	\$148,042.50	408	8	1065	\$26.62
Sanitary	\$26,496.00	0	10	0	\$0.00
Water	\$56,865.00	0	12	0	\$0.00
Landscaping	<u>\$115,000.00</u>	0	16	0	\$0.00
Total	\$740,400.50				
Total (Public & SE Improvements)	\$113,665.00			Total:	\$27.80

Refundable Deposit Calculations:

Streetlight Normal Maintenance

Number of Poles:

0 \$0.00

Deposit Amount:

Street Cleaning

Lump Sum deposit of:

\$2,500.00



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

Agenda Item Number				
New Business #6				
Tracking Number				
EDC 2017-78				

Agenda Item Summary Memo

Title: Bristol H	Bay PUD – Amended Annex. Agreement & Amended Final Plat o	f Subdivision			
Meeting and Da	Date: Economic Development Committee - December 5, 2017				
Synopsis: Prop	posed Amended Annex. Agreement & Final Plat of Subdivision fo	r the			
Bris	istol Bay residential subdivision.				
Council Action	n Previously Taken:				
Date of Action:	: 06-22-10 Action Taken: Approval of Amend. Annex.	Agreement			
Item Number:	PC 2010-06				
Type of Vote R	Required:				
Council Action	n Requested:				
Submitted by:	: Krysti J. Barksdale-Noble, AICP Community Develop	oment			
· .	Name Department				
	Agenda Item Notes:				
See attached memorandum.					



Memorandum

To: Economic Development Committee

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

CC: Bart Olson, City Administrator

Brad Sanderson, EEI

Date: November 29, 2017

Subject: PZC 2017-14 Bristol Bay – Proposed Amended Annex. Agrmt & Final Plat

Replatting and Reduction in Bonds/LOCs for Units 9-13

Request Summary:

Applications have been filed with the City of Yorkville by the developer/owner of the Bristol Bay subdivision, Centex Real Estate Company, LLC, seeking to amend an existing annexation agreement and replat unfinished and dormant portions of the subdivision with consideration to reduce and/or release certain letters of credit currently held by the City from approximately \$2 million to roughly \$200K.

Due the stall in development as a result of the 2008 economic crisis, homebuilders have seen little to no demand for the new construction of certain housing types, such as condominium and townhomes.

Centex is, therefore, seeking to sell off subareas within already platted portions Bristol Bay that are not seen as viable development opportunities in today's market. As proposed, Centex is requesting the release of existing bonds for only the undeveloped portions of Units 9 and 11, and full release of all security in place for Units 10, 12 and 13. Since portions of Units 9 and 11 are already developed, Centex will separate the dormant/unfinished area into newly created sub-units.

If approved, the reduced bond amount would cover any maintenance on utilities and/or soil erosion and sedimentation control items related to the existing improvements already installed within Units 9, 10, 11 12 and 13 that have not been accepted. The proposed replacement bond would not expire and no building permits will be issued within the unfinished portions of these units until such time a future developer posts full security for all outstanding site work, development, landscaping and public improvements with the City. In addition, Centex proposes to post cash with the City to replace an existing security

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bond for intersection improvements to Route 47 and Bertram Drive and Route 47 and Bristol Bay Drive within Units 1 and 2 of the development.

A staff level technical review of the request was discussed at a Plan Council meeting held on November 9, 2017 and a public hearing is scheduled for the December 12, 2017 City Council meeting regarding the requested annexation agreement amendment. The review of the amended Final Plat of Subdivision to create the sub-units in Unit 9 and 11 will be conducted at the December 13, 2017 Planning and Zoning Commission meeting. Final consideration of the amendment to the Bristol Bay Annexation

Agreement and amended Final Plat of Subdivision will be held at the January 9, 2018 City Council meeting.

Development Background:

The Bristol Bay subdivision covers over 630 acres of land within the northeast quadrant of Yorkville's corporate boundaries and was master planned to have over 2,000 dwelling units consisting of single-family, condominium, townhome and duplex housing types. Planned to be developed in two (2) phases, Phase I comprised Units 1-8 and Phase II encompassed Units 9-13. Since its original annexation agreement approval in April 2005¹, the Bristol Bay Subdivision has constructed 648 units (~30%) which include 272 multiple-family units (condos), 168 townhomes, and 208 single-family dwellings.

The City approved the first amendment to the Bristol Bay annexation agreement in June 2010² to address intersection improvement obligations, park land cash fees, temporary occupancy security, potential future replatting of condominiums with townhomes or single-family detached housing, and an extension of building code ordinance and fee locks. Since that time, the developer has steadily made progress on outstanding punchlist items within the unfinished portions of the subdivision and moved towards final acceptance of public infrastructure and improvements within the completed units of the development.

Current Site Conditions/Proposed Reductions:

As mentioned previously, some improvements have been completed within the development. The city's engineering consultant, EEI, has recently performed an overall punchlist of the units within the subdivision and has provided the following recommendations for reduction/release.

Location	Bond Value	Bond	Purpose	Comment	Recommendation
Unit 1	\$24,200	International Fidelity #0504706	Bertram Dr.	Pulte to pay cash per agreement	Bond to be released
Unit 2	\$147,400	International Fidelity #0504707	Bristol Bay Dr.	Pulte to pay cash per agreement	Bond to be released
Unit 3	\$172,371	Liberty Mutual #268009420	Maintenance Bond	Unit accepted on 1/24/17; All work is complete;	Bond to be released
Unit 9	\$847,848.97	Arch Insurance Co., # SU1114154	Site Work	Replacement bond to be provided per agreement	Bond to be released
Unit 9	\$151,468.83	Arch Insurance Co., # SU1114157	Landscaping	Replacement bond to be provided per agreement	Bond to be released
Unit 9	\$10,471.65	Arch Insurance Co., # SU1114160	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 10	\$19,103.42	Arch Insurance Co., # SU1114161	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 11	\$18,025.26	Arch Insurance Co., # SU1114162	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 11	\$657,233.93	Arch Insurance Co., # SU1114155	Site Work	Replacement bond to be provided per agreement	Bond to be released
Unit 11	\$232,023.36	Arch Insurance Co., # SU1114156	Landscaping	Replacement bond to be provided per agreement	Bond to be released
Unit 12	\$7,869.78	Arch Insurance Co., # SU1114163	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 13	\$32,537.31	Arch Insurance Co., # SU1114164	Earthwork	Replacement bond to be provided per agreement	Bond to be released

2

¹ http://50.193.91.100/weblink/0/doc/30211/Page1.aspx

http://50.193.91.100/weblink/0/doc/13637/Page1.aspx

Following are brief comments from the engineer regarding the current condition and reasoning for a proposed bond release for each item listed above:

- Unit 3 was accepted on January 24, 2017. This unit was re-inspected this fall and all additional work has been completed. Since we are near the one-year date, we are recommending a full release at this time.
- A portion of Unit 11 will be considered for acceptance during the December series of meetings. If accepted the proposed bond amount will be \$16,159. This will be a maintenance bond.
- We are recommending a bond amount of \$200,000 to cover any maintenance on utilities and/or soil erosion and sedimentation control items related to the improvements installed within Units 9, 10, 11, 12 and 13 that have not been accepted. This bond should not expire until such time the areas are developed.

Current Bond/ LOC Reduction Policy Deviations:

The city's current subdivision security reduction policy for bonds or Letters of Credit (LOC) is to retain twenty percent (20%) of the value of substantially completed items and 120% of uncompleted items, in addition to applying an inflation factor based upon the Engineering News Record Construction Cost Index. The proposed request would deviate from this policy by allowing a *reduction of approximately 90% of the current bonds from \$1,976,582.20 to \$200,000.00* without substantial completion of those items, and a full release of security for items not yet constructed.

Proposed Amended Final Plats:

Centex has provided the attached preliminary Final Plat of Resubdivision plans prepared by HR Green for the undeveloped/dormant subareas in Units 9 and 11. Unit 9 will be resubdivided into Lot 2048A (developed area) and Lot 2048B (dormant/undeveloped area), while Unit 11 will be resubdivided into Lot 2049A (developed area) and Lot 2049B (dormant/undeveloped area). The total acreage of the resubdivided units is approximately 15.5 acres and contains public utility and drainage easements.

The city engineer is in the process of reviewing the submitted plats of resubdivision and will provide comments prior to the Planning and Zoning Commission meeting scheduled for December 13, 2017.

Staff Comments:

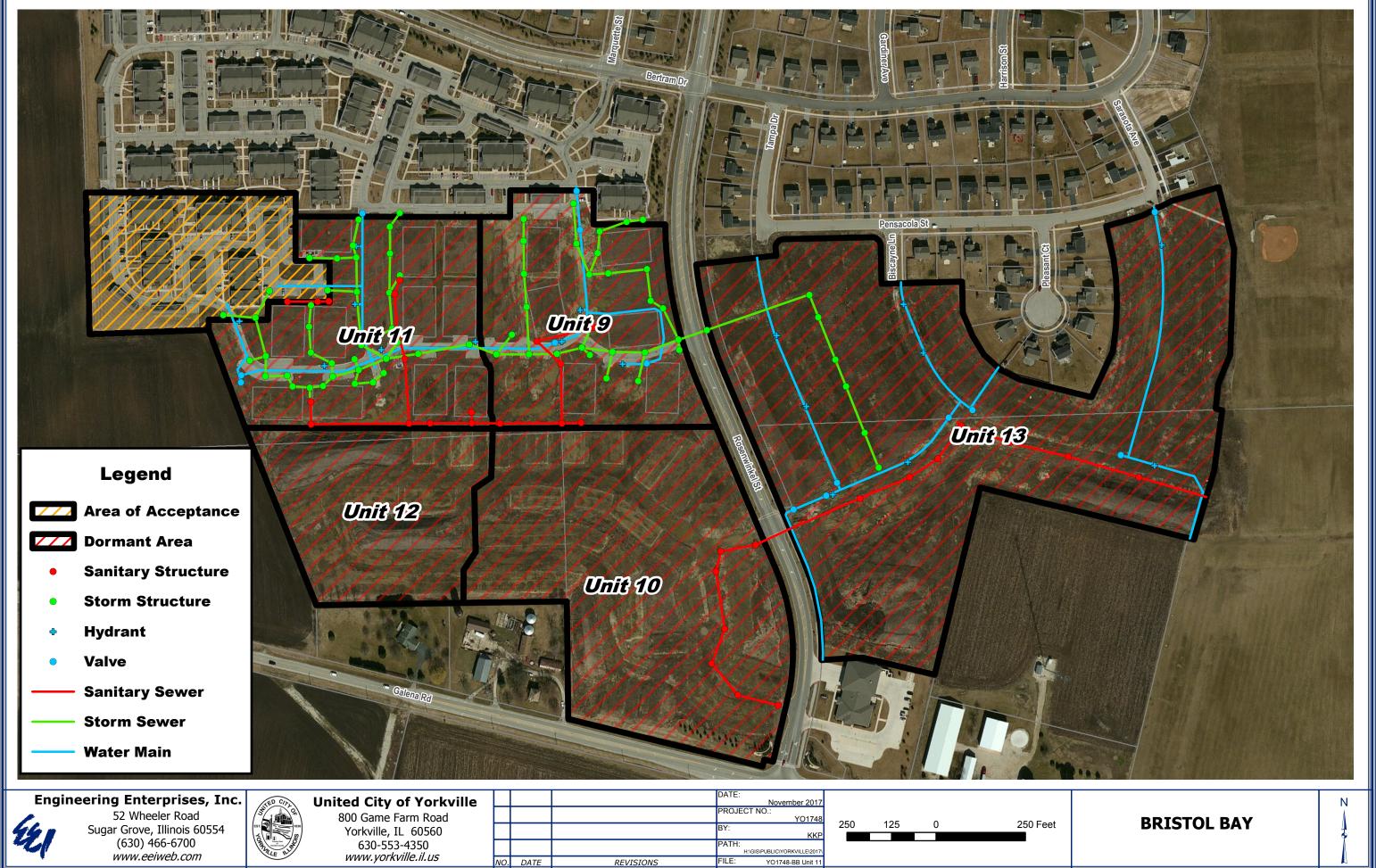
The items listed above consist of land improvements required to have security in place to guarantee their completion and any maintenance needed during the 1 year warranty period after City acceptance. While this request deviates from our current policy, there is precedent of partially reducing and releasing letters of credits/bonds for residential developments in Yorkville where public improvements have yet to be installed, such as in Grande Reserve in 2011, Blackberry Woods in 2010 and Kendallwood Estates 2012. Most importantly, the release and reduction of the bonds are for non critical components of public improvements within the existing subdivision and will not impact the current infrastructure operations. Staff also has no major concerns regarding the proposed final plat of resubdivision.

The City Attorney has prepared a draft amended Annexation Agreement detailing the proposed bond reduction for consideration at the December 12, 2017 public hearing. Staff and the applicant will be available at Tuesday night's meeting to answer questions from the committee.

Attachments:

- 1. Bristol Bay Unit Map prepared by EEI, dated 11-30-17
- 2. Bristol Bay Location Map and Development Status prepared by EEI dated October 2015
- Plan Council Memos prepared by EEI dated November 8, 2017 & Comm. Dev. Dir. dated November 6, 2017
- 4. Correspondence from Comm. Dev. Dir. to Petitioner dated November 9, 2017

- 5. Petitioner Applications for Amended Annexation Agreement & Amended Final Plat w/ attachments
 6. Proposed Final Plat of Resubdivision prepared by HR Green dated 10/23/2017
 7. Public Hearing Notice





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Yorkville, IL 60560	
630-553-4350	
www.yorkville.il.us	

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November 8, 2017

Ms. Krysti Barksdale-Noble Community Development Director United City of Yorkville 800 Game Farm Road Yorkville, IL 60560

Re:

Bristol Bay Resubdivision United City of Yorkville Kendall County, Illinois

Krysti:

We have reviewed the submittal provided by Pulte for the proposed resubdivision and offer the following comments:

Annexation Agreement Amendment

Pulte's requests are listed below in italicized text.

• Amendment needs to reflect the subplat of Lot 2048 in Unit 9 to Lots 2048A and 2048B, and Lot 2049 in Unit 11 to Lots 2049A and 2049B.

See our comments below under final plats.

• The requirement to post Development Bonds for the undeveloped portions of Units 9 and Unit 11 and the entirety of Units 10, 12 and 13 will be released and the amendment will require instead that a future developer posts the bonds as a condition to receiving a land development permit on a Unit by Unit basis. For the developed portions of Units 9 and 11, they were just completed, and we are working through acceptance and bond release separately through normal City process.

We do not recommend the complete the release of performance security as a significant portion of the underground improvements were constructed and have not been accepted. We will recommend an amount of security to be provided once a punchlist is complete.

We are currently performing a punchlist inspection of the units in question. Depending on the results of the inspection, some items may need to be addressed immediately.

We are in agreement that the developed portions of Units 9 and 11 may follow the normal land development acceptance process.

Our records indicate the following bonds remain in place for the subject units.

Unit	Current Bond Amount	Surety	Bond Purpose
Unit 9	\$847,848.97	Arch Insurance Co., Bond # SU1114154	110% of sitework
Unit 9	\$151,468.83	Arch Insurance Co., Bond # SU1114157	110% of Landscaping
Unit 9	\$10,471.65	Arch Insurance Co., Bond # SU1114160	Site Dev. permit bond
Unit 10	\$19,103.42	Arch Insurance Co., Bond # SU1114161	Site Dev. permit bond
Unit 11	\$18,025.26	Arch Insurance Co., Bond # SU1114162	Site Dev. permit bond
Unit 11	\$657,233.93	Arch Insurance Co., Bond # SU1114155	110% of sitework
Unit 11	\$232,023.36	Arch Insurance Co., Bond # SU1114156	110% of Landscaping
Unit 12	\$7,869.78	Arch Insurance Co., Bond # SU1114163	Site Dev. permit bond
Unit 13	\$32,537.31	Arch Insurance Co., Bond # SU1114164	Site Dev. permit bond
Unit 2	\$147,400.00	International Fidelity #0504707	Bristol Bay Drive - Unit 2
Unit 1	\$24,200.00	International Fidelity #0504706	Bertram - Unit 1

• Release the Development Bonds for RT 47 and Bertram Drive upon payment by Pulte of cash in the amounts below:

o Bristol Bay Drive Sta Route 47 ROW to STA 204+25 Unit 2 \$147,400 50 feet of Bertram Drive Unit 1 \$24,200

We are in agreement with the proposal. Please see the attached memo for the background on this issue.

• Extend the fee locks provided in the 2010 amendment until 2025 to be coterminous with the Annexation Agreement.

We have no comments on this item.

Final Plats

- We recommend that an aerial exhibit be created noting the proposed unit boundaries. This will be useful during Plan Commission and City Council meetings.
- The developer should comment as to why the "townhome lots" are not included. Perhaps the creation of one single lot will accomplish what is necessary.
- Easements will need to be provided for the City to gain access to the installed utilities.
- All lots are to be numbered, without the use of letters.

Ms. Krysti Barksdale-Noble November 8, 2017 Page 3

- According to the PU&DE note a PU&DE is being granted, if this is the case then easement provisions are needed on the plat.
- Lot numbers 20418 and 2049 in the PU&DE note are not correct.
- It appears that Lots 2049A and 2049B are owned by the Bristol Bay Condo Association and Lot 2048B is owned by Centex Homes. If this is the case, then 2 ownership certificates are needed.

If you have any questions or if you require additional information, please call.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/dm

pc: Mr. Bart Olson, City Administrator (Via e-mail)

Ms. Erin Willrett, Assistant City Administrator (via email)

Mr. Eric Dhuse, Director of Public Works (Via e-mail)

Ms. Lisa Pickering, Deputy Clerk (Via e-mail)

Ms. Kathy Field-Orr, City Attorney (Via e-mail)

Mr. Joe Marx, Pulte (Via e-mail)

JAM, EEI (Via e-mail)



Memorandum

To: Bart Olson, City Administrator From: Joe Wywrot, City Engineer

CC: Lisa Pickering, Deputy City Clerk

Eric Dhuse, Director of Public Works

Date: December 10, 2009

Subject: Bristol Bay Units 1, 2, & 6 – Final Acceptance & Bond

Adjustments

Centex Homes has requested that the city accept the public improvements in Bristol Bay Units 1, 2, and 6 for ownership and maintenance. Unit 1 is generally located south and west of the Rosenwinkel/Bertram intersection; Unit 2 is located near the northwest corner of Bristol Bay, south of Bristol Bay Drive, and Unit 6 is located northeast of the Rosenwinkel/Bristol Bay Drive intersection. See the attached map for exact locations. The remaining punchlist items for Unit 1 are:

• Provide satisfactory record drawings. A few minor revisions need to be done.

• Re-route the electrical service for five streetlights on Rosenwinkel Drive north of Galena.

The punchlists for Units 2 and 6 have been completed. Bills of Sale are currently being prepared, and will be ready by next week.

Corresponding to final acceptance are adjustments to the bonds currently in place for each of these units, to remain in place during the warranty period:

For Unit 1, Armor Assurance Co. Bond #ARM10687 for earthwork should be reduced by the amount of \$5,708.23; the remaining earthwork bond amount would be \$19,876.99. Armor Assurance Co. Bond #ARM10350 for sitework should be increased by the amount of \$277,820.00; the remaining sitework bond amount would be \$387,015.16. Safeco Insurance Co. Bond #6544060 for landscaping should be reduced by the amount of \$11,489.89; the remaining landscape bond amount would be \$16,537.38.

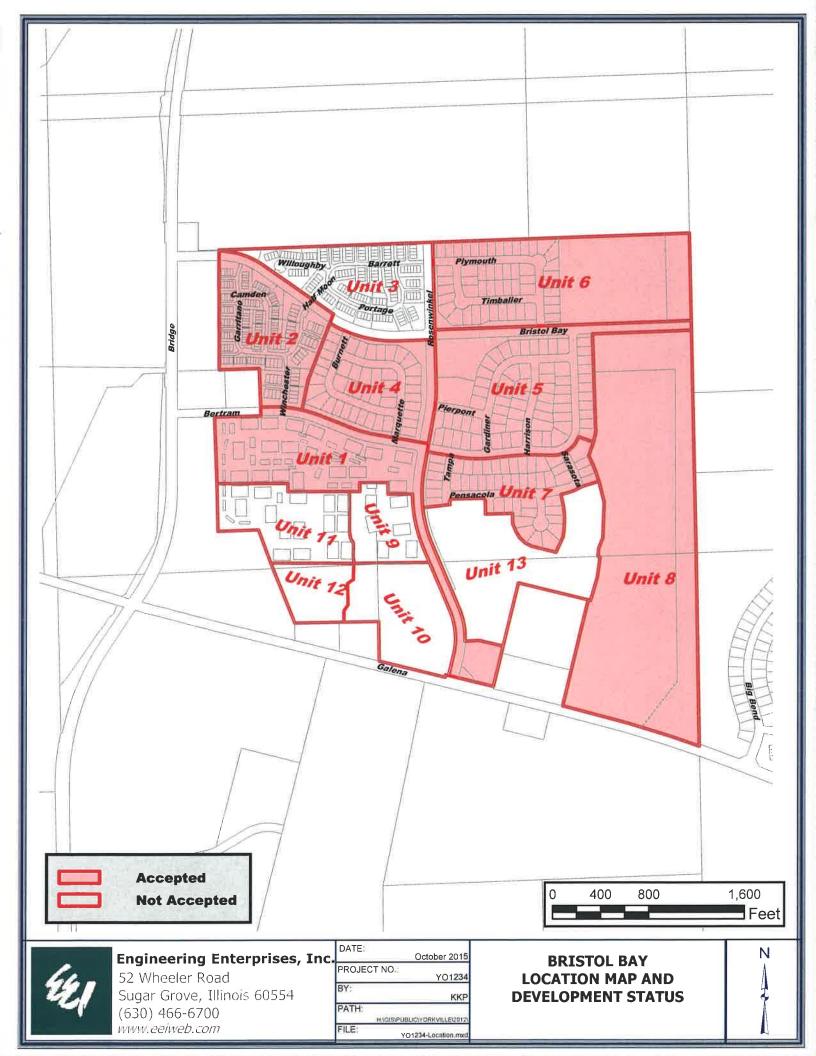
For Unit 2, Armor Assurance Co. Bond #ARM10688 for earthwork should be reduced by the amount of \$4,086.77; the remaining earthwork bond amount would be \$14,230.81. Armor Assurance Co. Bond #ARM10351 for sitework should be increased by the amount of \$25,969.37; the remaining sitework bond amount would be \$191,486.55. Safeco Insurance Co. Bond #6544061 for landscaping should be reduced by the amount of \$9,223.92; the remaining landscape bond amount would be \$13,275.96.

For Unit 6, Armor Assurance Co. Bond #ARM10692 for earthwork should be reduced by the amount of \$7,495.09; the remaining earthwork bond amount would be \$26,099.16. Armor Assurance Co. Bond #ARM10355 for sitework should be increased by the amount of \$88,604.21; the remaining sitework bond amount would be \$123,775.94. Safeco Insurance Co. Bond #6544065 for landscaping should be reduced by the amount of \$12,546.37; the remaining landscape bond amount would be \$14,847.60.

Please refer to the attached spreadsheets for the bond adjustment details. The sitework bonds for all three units had previously been reduced below the amount normally allowed by city ordinance. This was done to comply with Section 11A of the Bristol Bay development agreement, which allowed for a Special Service Area bond to supplement conventional bonding. Upon acceptance, however, the amounts of the conventional bonds need to be adjusted to cover the full 10% warranty amount.

Bertram Drive in Unit 1 and Bristol Bay Drive in Unit 2 were not extended to the boundaries of those units. Bertram Drive stopped about 50 feet short of the boundary due to grade differences with the adjoining property. Bristol Bay Drive stopped about 325 feet short of the boundary because that section of roadway will be constructed as part of Centex's Route 47 improvements. Bertram Drive will be extended by the Northgate developer. The estimated cost of these two extensions is \$22,000 for Bertram Drive and \$134,000 for Bristol Bay Drive. We should require a bond in the amount of \$171,600 (110% of the estimated costs) to guarantee the extension of these roadways.

I recommend that the public improvements for Bristol Bay Units 1, 2, and 6 be accepted by the city for ownership and maintenance, subject to a one-year warranty period, completion of the Unit 1 punchlist during the warranty period, receipt of a satisfactory bond in the amount of \$171,600 to extend Bertram and Bristol Bay Drives, and receipt of satisfactory warranty bonds for in the amounts listed above. Please place this item on the December 15, 2009 Public Works Committee agenda for consideration.



Bristol Bay

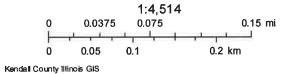






— Arrow 400 — Hook 100 — Tip 400

— FromTo 100 — Hook 400 Road Names





Memorandum

To: Plan Council

From: Krysti Barksdale-Noble, Community Development Director

Date: November 6, 2017

Subject: PZC 2017-14 Bristol Bay (Annex. Agmt. Amendment & Final Plat)

Proposed Annexation Agreement Amendment and Final Plat

I have reviewed the applications for Annexation Agreement Amendment and Final Plat approval for Units 9 and Unit 11 received October 30, 2017 as submitted by Centex Homes, petitioner. As indicated, the petitioner is seeking Annexation Agreement Amendment and Final Plat approval for approximately 15.85-acres of land located within the Bristol Bay residential subdivision.

Based upon my review of the application documents and plans, I have compiled the following comments:

ANNEXATION AGREEMENT AMENDMENT/ FINAL PLAT COMMENTS:

- 1. **SUBPLATTING OF LOTS WITHIN UNITS 9 & 11** Per the 1st Amended Annexation Agreement for Bristol Bay via Ord. 2010-32, it was contemplated in Section 7: Agreement to Consider Replacement of Condominiums with Townhomes or Single-Family Detached Homes that future replatting of portions of the Bristol Bay subdivision may occur. Section 7, paragraphs a and b read as follows:
 - a. Centex desires to have the ability to replace any or all of the remaining condominium units with townhomes or single-family detached homes and shall provide to the City a fiscal impact analysis demonstrating no negative impact or current homeowners' association assessments or special service area payments.
 - b. The City agrees to and act in good faith and act in a reasonable manner upon any submittal of preliminary plan for the replacement of condominium buildings with townhomes and/or single-family detached homes under the normal plan review process in accordance with the Developer's request in paragraph 6a above. Nothing contained within this paragraph shall be construed as an approval of a land-use plan or related documents. All land-use plan amendments shall be considered an amendment to the annexation agreement and shall be processed as such.
- 2. Centex Homes is requesting the release of existing bonds for only the undeveloped portions of Units 9 and 11 and full release all security in place for Units 10, 12 and 13 and instead will require that a future developer post the bonds as a condition to receiving approval for a development permit on a unit-by-unit basis. Centex Homes is currently working with the City Engineer to finalize the acceptance of public improvements in the developed portions of Units 9 and 11, and creating an updated punchlist of work items for all the undeveloped areas in Units 9, 11, 10, 12 and 13.
 - a. Staff recommends that if any public improvements and/or underground utilities have been installed within the undeveloped portions of the Bristol Bay Subdivision, that those improvements remain bonded for as was done in the Kendallwood Estates development in November 2012 (see attached Recorded

Doc. No. 201300000684. We defer further commentary to the engineering review comments from Engineering Enterprises, Inc., (EEI) the City's consultant.

3. Current security amounts for these units are as follows:

Development Name	Original Security Amount	Current Security Amount (as of 10-31-17)	Surety Doc. No.	Purpose
Bristol Bay Unit 9	\$1,453,294.78 \$151,468.83 \$10,471.65	\$847,848.97 \$151,468.83 \$10,471.65	Arch Insurance Co., Bond #SU1114154 Arch Insurance Co., Bond #SU1114157 Arch Insurance Co., Bond #SU1114160	110% Site of work 110% of Landscaping Site Dev. Permit Bond.
Bristol Bay Unit 10	\$19,103.42	\$19,103.42	Arch Insurance Co., Bond #SU1114161	Site Dev. Permit Bond.
Bristol Bay Unit 11	\$18,025.26 \$1,309,846.19 \$232,023.36	\$18,025.26 \$657,233.93 \$232,023.36	Arch Insurance Co., Bond #SU1114162 Arch Insurance Co., Bond #SU1114155 Arch Insurance Co., Bond #SU1114156	Site Dev. Permit Bond 110% of Site work 110% of Landscaping
Bristol Bay Unit 12	\$7,869.78	\$7,869.78	Arch Insurance Co., Bond #SU1114163	Site Dev. Permit Bond
Bristol Bay Unit 13	\$32,537.31	\$32,537.31	Arch Insurance Co., Bond #SU1114164	Site Dev. Permit Bond

4. Request for release of the development bonds for Route 47 and Bertram Drive upon payment by Pulte of the cash in the amount of \$171,600 to the City, as detailed below:

• Bristol Bay Drive STA Route 47 ROW to STA 204+25 Unit 2 \$147,400

• 50 feet of Bertram Drive Unit 1

\$24,200

a. Per the 1st amended annexation agreement in 2010, it stated in Sections 4 and 5, the City waived the developer's obligations to construct the intersection improvements of Galena Road and Bristol Bay Drive and at Route 30, as these would now be City obligations. Further, the amended agreement stated that the City will return and bond held by the City as security for said roadway upon the completion and City acceptance of Bristol Bay Drive to the IDOT right-of-way to Route 47 by Centex. According to the City Engineer, this work has been completed and accepted, therefore the release is favorable.

- 5. Requested extension of fee locks provided in the 2010 1st annexation agreement amendment until the year 2025 to be coterminous with the annexation agreement.
 - a. Staff has discussed this request with the City Administrator and recommends that the existing fee and ordinance lock extension to April 25, 2018, as approved in 2010 via Ord. 2010-32, remain in effect. It is the City's position that as presented, the undeveloped portions of Units 9-13 have no definite plan for construction as currently platted or otherwise redeveloped. Therefore, an extension of fees for an

additional seven (7) years is unwarranted. Should a future land plan for these units be provided or redevelopment of the area occurs as currently platted, the new developer can approach the City with a request for fee reduction/fee lock at that time.



United City of Yorkville

County Seat of Kendall County 800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-8545

Website: www.yorkville.il.us

November 9, 2017

Rob Getz Pulte Home Company, LLC 1900 E. Golf Road, Suite 300 Schaumburg, Illinois 60173 (VIA POSTAL MAIL & E-MAIL)

RE: Bristol Bay PUD - Request for Annexation Agreement Amendment & Final Plat Approval

Dear Mr. Getz,

This correspondence is intended to follow-up on the recent Plan Council meeting held on November 9, 2017 to discuss the proposed Annexation Agreement Amendment and Final Plat approval applications for the Bristol Bay PUD residential subdivision. Per that discussion, below are the additional comments presented during the Plan Council meeting for which subsequent information, revised plans and/or a written response is requested. These comments are in addition to the comments previously prepared as part of the Plan Council packet.

Engineering Comments:

- 1. Performance Security Release. As discussed in the Plan Council meeting, staff does not recommend the full release of the development bonds within the undeveloped portions of Units 9, 10, 11, 12 and 13, due to existing underground utilities/public improvements. Therefore, a reduction in bond amount will be the recommendation based upon an updated punchlist performed by the City's engineer, EEI.
 - Centex Homes continues to request a full release of the bonds in the undeveloped areas of Units 9, 10, 11, 12 and 13, as well as a waiver of the 1-year maintenance period upon completion of the punchlist items. Additional review by city staff and outside agencies (Bristol Kendall Fire District and Yorkville Bristol Sanitary District) is needed before further comments can be provided.
 - O The City has requested a deadline for the completion of the punchlist items by December 13, 2017 in order to move forward to the Public Works Committee with a recommendation for acceptance.
 - O Centex Homes has agreed to create a standalone record drawing for all completed infrastructure within this area, either by unit or as an overall utility map.

- Although not discussed at the Plan Council meeting, staff will recommend that the security guarantee be increased from 110% of the EOPC as stipulated in the current annexation agreement to 120% of the EOPC to be consistent with the current Subdivision Control Ordinance standards.
- 2. *Easements*. City has requested that easements will need to be provided for the City to gain access to the installed utilities.
 - o Centex Homes to confirm utilities are in appropriated lots within blanket easements.
- 3. *Final Plats*. City has requested that an aerial exhibit be prepared noting the proposed unit boundaries.
 - o Centex Homes has agreed to submit an aerial based exhibit indicating the unit boundaries and numbered lots.

Community Development Comments:

- 1. Annexation Agreement Amendment. City has requested the following additional language be added to the provisions of the requested amended annexation agreement:
 - O Stipulation that no building permit can be issued or approved for the undeveloped areas within Units 9, 10, 11, 12 and 13 until such time full security for all outstanding site work, development, landscaping and public improvements have been submitted.
- 2. Overgrown grass/vegetation. The undeveloped lots will need to be mowed prior to approval of the requests and future maintenance of the lots shall be maintained per the City's current property maintenance standards. Contact information of the future buyer/purchaser of the lots or their designee (i.e., property maintenance company, site manager, etc.) shall be provided to City staff upon sale of the property.
- 3. Fee Lock Extension. Centex Homes had requested an extension of the building permit fees for the Bristol Bay PUD until 2025 to be coterminous with the expiration of the annexation agreement.
 - Centex has decided to withdraw this request in response to City staff's comments provided in the Plan Council memo dated November 6, 2017 and a likely unfavorable recommendation to City Council.
- 4. *Temporary Access Barricades*. Staff inquired if any incomplete roads or temporary access points within the undeveloped area will be barricaded for safety concerns.
 - Centex is considering barricading the temporary access off of Rosenwinkle Street. A
 map of the proposed barricaded locations will be provided by Centex Homes for
 review by City staff and BKFD.
- 5. Recapture. Section 2, paragraph g of the 1st amendment to the Bristol Bay Annexation Agreement (Ord. 2010-32) referenced future recapture owed to Centex in the amount of \$2,412,063 with interest will be recovered from future developers/owners of property located south of Galena Road.
 - O Centex has indicated they are aware that the Recapture Agreement for the Bristol Bay portion of the Rob Roy Interceptor was approved by the City but not recorded against such properties south of Galena Road. While they intend to revisit this discussion with the City, it will be separate from this request at a future date.

Revised plans and/or responses to the comments requested herein should be provided no later than **Monday, November 27, 2017,** so that staff may incorporate the necessary information into the

Economic Development Committee memorandum regarding the requests. Should you have any questions, please feel free to contact me at 630-553-8573, or via email: knoble@yorkville.il.us.

Sincerely,

Krysti J. Barksdale-Noble, AICP Community Development Director

Cc: Bart Olson, City Administrator (via e-mail)
Kathleen Field-Orr, City Attorney (via e-mail)
Brad Sanderson, EEI, City Engineer (via e-mail)
Eric Dhuse, Public Works Director (via e-mail)
Peter Ratos, Building Code Official (via e-mail)
Jason Engberg, Senior Planner (via e-mail)
Mike Torrence, Fire Marshal BKFD (via e-mail)

Application For Amendment					
STAFF USE ONLY					
Date of Submission PC#					
Development Name					
Applicant Information					
Name of Applicant(s) Rob Getz					
Business Address 1900 E. Golf Road, Suite 300					
City Schaumburg State IL ZIP 60173					
Business Phone 312-720-6579 Business Fax					
Business Cell 312-720-6579 Business E-mail rob.getz@pultegroup.com					
Property Information					
Name of Holder of Legal Title Centex Real Estate Company, LLC, a Nevada limited liability company					
If Legal Title is held by a Land Trust, list the names of all holders of any beneficial interest therein:					
a Zegar rine is note by a Zama rrabs, not the names of an instants of any continual microsic units and					
Property Street Address Bristol Bay Subdivision					
Description of Property's Physical Location					
North East Corner of Galena Rd and Route 47					
Zoning and Land Use of Surrounding Parcels					
North					
East					
South					
West					
Current Zoning Classification Multiple - PUD					
Kendall County Parcel Number(s) of Property					
Refer to Final Plat					
List all governmental entities or agencies required to receive notice under Illinois law:					

Application For Amendment

Property Information

Name of Agreement | Bristol Bay Subdivision Annexation Agreement

Date of Recording | Most recent amendment recorded 8/9/2010

Summarize the items to be amended from the existing agreement:

- Amendment needs to reflect the subplat of Lot 2048 in Unit 9 to Lots 2048A and 2048B, and Lot 2049 in Unit 11 to Lots 2049A and 2049B.
- The requirement to post Development Bonds for the undeveloped portions of Units 9 and Unit 11 and the entirety of Units 10, 12 and 13 will be released and the amendment will require instead that a future developer posts the bonds as a condition to receiving a land development permit on a Unit by Unit basis. For the developed portions of Units 9 and 11, they were just completed and we are working through acceptance and bond release separately through normal City process.
- Release the Development Bonds for RT 47 and Bertram Drive upon payment by Pulte of cash in the amounts below:
- o Bristol Bay Drive Sta Route 47 ROW to STA 204+25 Unit 2 \$147,400
- o 50 feet of Bertram Drive Unit 1 \$24,200

Additional Contact Information

Attorney					
Name					
Address					
City	State		ZIP		
Phone		Fax			
E-mail					
Engineer					
Name HR Green - Ken Huhn					
Address 651 Prairie Pointe Drive, Suite 201					
City Yorkville	State	IL	ZIP	60560	
Phone 630-553-7560		Fax			
E-mail khuhn@hrgreen.com					
Land Planner/Surveyor					
Name Same as engineer					
Address					
City	State		ZIP		
Phone		Fax			
E-mail					

Application For Amendment

Attachments

Applicant must attach a legal description of the property to this application and title it as "Exhibit A".

Applicant must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

Applicant must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Applicant must attach amendments from the existing agreement and title it as "Exhibit D".

Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

Applicant Signature

\(/29/17

Robert Getz

YP Lard Azquesilm - Centex

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

Johnne M. Bowers

OFFICIAL SEAL JOANNE M BOWERS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/05/21

8

EXHIBIT A – BRISTOL BAY ANNEXATION AGREEMENT AMENDMENT

Below is the list of the items that Pulte is requesting to address in an amendment to the Bristol Bay Annexation Agreement:

- Amendment needs to reflect the subplat of Lot 2048 in Unit 9 to Lots 2048A and 2048B, and Lot 2049 in Unit 11 to Lots 2049A and 2049B.
- The requirement to post Development Bonds for the undeveloped portions of Units 9 and Unit 11 and the entirety of Units 10, 12 and 13 will be released and the amendment will require instead that a future developer posts the bonds as a condition to receiving a land development permit on a Unit by Unit basis. For the developed portions of Units 9 and 11, they were just completed and we are working through acceptance and bond release separately through normal City process.
- Release the Development Bonds for RT 47 and Bertram Drive upon payment by Pulte of cash in the amounts below:

Bristol Bay Drive Sta Route 47 ROW to STA 204+25 Unit 2
 50 feet of Bertram Drive Unit 1
 \$147,400
 \$24,200

• Extend the fee locks provided in the 2010 amendment until 2025 to be coterminous with the Annexation Agreement.



APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INTENT AND PURPOSE:

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards and enhances the land's value. Preliminary Plans and Final Plats allow the City Staff and local government to review how land will be developed and if it is ideal for that location within the city. This application is used to submit new preliminary plans and final plats but may also be used to ammend either of those documents.

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

APPLICATION PROCEDURE:

STAGE 1 Submit

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

STAGE 2 Plan Council Review

Meets on the 2nd and 4th Thursday of the Month STAGE 3

Economic Development Committee

Meets on the 1st Tuesday of the Month STAGE 4

Planning & Zoning Commission Public Hearing

Meets on the 2nd Wednesday of the Month STAGE 5

City Council Public Hearing

Meets on the 2nd and 4th Tuesday of the Month STAGE 6 Final Plat Recording

City Clerk's Office

STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Two (2) 11" x 17" copies each of the proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing an electronic copy (pdf) of each of the signed application (complete with exhibits), proposed drawings, location map, and site plan.
- Subdivision Plats: Three (3) full size copies and one (1) 11" by 17" copy depicting the originally platted lots, the proposed new lots, the proposed modifications and adjustments.

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

Applicant is responsible for making submittals to other review agencies such as Kendall County, Illinois Department of Transportation, Illinois Department of Natural Resources, U.S. Army Corps of Engineers, etc., to allow timely review by the City.

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



APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

STAGE 2: PLAN COUNCIL REVIEW

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

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

Applicant must present the proposed plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING

Applicant will attend a meeting conducted by the Planning & Zoning Commission. The Planning & Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. The Planning & Zoning Commission will conduct a meeting on the request, discuss the request, and make a recommendation to City Council.

STAGE 5: CITY COUNCIL PUBLIC HEARING

Applicant must present the proposed subdivision replat to the City Council. The City Council meets the 2nd and 4th Tuesdays of every month at 7:00 p.m. in the Yorkville City Hall Council Chambers. The proposal will be discussed at the City Council hearing where formal voting takes place. City Council will make the final approval of the replatting.

STAGE 6: FINAL PLAT RECORDING

Once the final subdivision plat is approved by the City Council and all required documents, bonds, and letters of credit are submitted to the city, the final plat must be recorded with Kendall County. Submit the final plat mylar to the Deputy Clerk for signatures. When all city signatures are in place, the developer or his surveyor may take the mylar to the Kendall County Clerk for their signature. The next step is to have six (6) paper prints made and return to the Kendall County Recorder's office for recording. Kendall County requires the mylar and four (4) paper copies. The City of Yorkville requires that you submit two (2) recorded paper copies to the Deputy Clerk.



DORMANT APPLICATIONS

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

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

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

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



INVOICE & WORKSHEET PETIT	TION APPLICATION	
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit \$500.00	Total: \$
AMENDMENT	☐ Annexation \$500.00 ☐ Plan \$500.00 ☐ Plat \$500.00 ☐ P.U.D. \$500.00	Total: \$
5 =	\$250.00 + \$10 per acre for each acre over 5 acres x \$10 = + \$250 = \$ Amount for Extra Acres Total Amount	Total: \$
5=	\$200.00 + \$10 per acre for each acre over 5 acres sezoning to a PUD, charge PUD Development Fee - not Rezoning Fee x \$10 = + \$200 = \$	Total: \$
# of Acres	Amount for Extra Acres Total Amount \$250.00 + \$10 per acre for each acre over 5 acres x \$10 = + \$250 = \$ Amount for Extra Acres Total Amount	Total: \$
ZONING VARIANCE	\$85.00 + \$500.00 outside consultants deposit	Total: \$
PRELIMINARY PLAN FEE	□ \$500.00	Total: \$
PUD FEE	□ \$500.00	Total: \$
FINAL PLAT FEE		Total: \$ 500
ENGINEERING PLAN REVIEW DEPOSIT	Less than 1 acre \$1,000.00 ○ Over 1 acre, less than 10 acres \$2,500.00 ○ Over 10 acres, less than 40 acres \$5,000.00 ○ Over 40 acres, less than 100 acres \$10,000.00 ○ Over 100 acres \$20,000.00	Total: \$ 5000
OUTSIDE CONSULTANTS DEPOSIT Legal, I		
	For Annexation, Subdivision, Rezoning, and Special Use: Less than 2 acres \$1,000.00 Over 2 acres, less than 10 acres \$2,500.00 Over 10 acres \$5,000.00	Total: \$ 5000
	TOTAL AMOUNT DUE:	10,500



DATE: 10-26-17	PZC NUMBER:	DEVELOPMENT NAME: Bristol Bay				
PETITIONER INFORMATION						
NAME: Rob Getz		COMPANY: Centex Homes, a Neva	da general partnership			
MAILING ADDRESS: 1900 E. Golf Roa	id, Suite 300					
CITY, STATE, ZIP: Schaumburg, IL 60	173	TELEPHONE: 312-720-6579	TELEPHONE: 312-720-6579			
EMAIL: rob.getz@pultegroup.cor	n	FAX: N/A				
PROPERTY INFORMATION						
NAME OF HOLDER OF LEGAL TITLE: Brist	ol Bay Condo Assoc					
IF LEGAL TITLE IS HELD BY A LAND TRUST,	LIST THE NAMES OF ALL HOLDERS OF ANY	'BENEFICIAL INTEREST THEREIN:				
PROPERTY STREET ADDRESS: Lot 2048	- Unit 9 and Lot 2049 - Unit 11o	of Bristol Bay				
TYPE OF REQUEST:						
☐ PRELIMINARY PLAN	☐ FINAL PLAT ☐	AMENDED PREMILINARY PLAN				
TOTAL LOT ACREAGE: 21.678		CURRENT ZONING CLASSIFICATION: Bristol Bay PUD				
ATTACHMENTS						
Petitioner must attach a legal description	n of the property to this application an	nd title it as "Exhibit A".				



ATTORNEY INFORMATION	
NAME: N/A	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME: Ken Huhn	COMPANY: HR Green
MAILING ADDRESS: 651 Prairie Pointe Drive, Suite 201	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-7560
EMAIL:	FAX: 630-553-7646
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Bernard J. Bauer	COMPANY: HR Green
MAILING ADDRESS: 651 Prairie Pointe Drive, Suite 201	3
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-7560
EMAIL:	FAX: 630-553-7646
AGREEMENT	
I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST O OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTAI SCHEDULED COMMITTEE MEETING. I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNFAULT AND HOUSE THEREFORE TO NOW THE REQUIREMENTS OUTLINED ABOVE. PETITIONER SIGNATURE OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTIT	DERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN October 27, 2017 DATE LEMENTS ONTHE PROPERTY.
OWNER SIGNATURE	Date 27, 2017



PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER: Rob Getz	FUND ACCOUNT NUMBER: Centex Homes, a Neve	PROPERTY ADDRES	SS: oad, Suite 300	
APPLICATION/APPROVAL TYPE (check app				
☐ CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☐ ANNEXATION		REZONING
☐ SPECIAL USE	☐ MILE AND 1/2 REVIEW	ZONING VARIA	NCE	☐ PRELIMINARY PLAN
☐ FINAL PLANS	☐ PLANNED UNIT DEVELOPMENT	✓ FINAL PLAT		
cover all actual expenses occurred as a res include, but are not limited to, plan review fees, engineering and other plan reviews, is established with an initial deposit based against to pay for these services related to an invoice reflecting the charges made against to the project are required. In the event the suspended until the account is fully reprinancially Responsible Party. A written received and the suspended until the account is fully reprinancially Responsible Party. A written received and the suspended until the account is fully reprinancially Responsible Party. A written received and the suspended until the account is fully reprinancially Responsible Party. A written received and the suspended until the account is fully reprinancially Responsible Party. A written received and the suspended until the account is fully reprinancially Responsible Party.	lle to require any petitioner seeking approva ult of processing such applications and requiver of development approvals/engineering per processing of other governmental application upon the estimated cost for services provide to the project or request. Periodically through gainst the account. At any time the balance an invoice requesting additional funds equal that a deposit account is not immediately repolenished. If additional funds remain in the concept of the submitted by the Financially Repole following month. All refund checks will be	ests. Typical requests mits. Deposit accounns, recording fees and did in the INVOICE & Venout the project revier of the fund account to one-hundred percellenished, review by the deposit account at the Responsible Party to the services.	s requiring the establis the funds may also be used other outside coordinate of the initiation of the properties of the completion of the properties of the coordinate of the	hment of a Petitioner Deposit Account Fund ed to cover costs for services related to legal ation and consulting fees. Each fund account I APPLICATION. This initial deposit is drawn be Financially Responsible Party will receive (10%) of the original deposit amount, the il deposit if subsequent reviews/fees related to consultants, boards and commissions may oject, the city will refund the balance to the me month in order for the refund check to be
ACKNOWLEDGMENT OF FINANCIAL RE	SPONSIBILITY	T		
NAME: Rob Getz		COMPANY: Centex Homes, a Nevada general partnership		
MAILING ADDRESS: 1900 E. Golf Roa	ad, Suite 300			
CITY, STATE, ZIP: Schaumburg, IL 60	CITY, STATE, ZIP: Schaumburg, IL 60173 TELEPHONE: 312-720-6579			
EMAIL: rob.getz@pultegroup.com FAX:				
I will provide additional funds to maintain Corporation of their obligation to maintain	Financially Responsible Party, expenses may nether required account balance. Further, the nether a positive balance in the fund account, unled the requested reput the requested reput the requested reput the requested rep	e sale or other dispos less the United City o Ienishment deposit is Vice Presider TITLE	ition of the property d f Yorkville approves a C	oes not relieve the individual or Company/ Change of Responsible Party and transfer of ition
SIGNATURE		DATE		
ACCOUNT CLOSURE AUTHORIZATION				
DATE REQUESTED:		☐ COMPLETED	☐ INACTIVE	
PRINT NAME:		☐ WITHDRAWN	COLLECTIONS	
SIGNATURE:		☐ OTHER		
DEPARTMENT ROUTING FOR AUTHORIZAT	ION: COM. DEV.	BUILDING	☐ ENGINEERING	☐ FINANCE ☐ ADMIN.



▶651 Prairie Pointe Drive | Suite 201 | Yorkville, IL 60560
 Main 630.553.7560 + Fax 630.553.7646

> HRGREEN.COM

Resubdivision of Bristol Bay Lot 2048 – Unit 9 and Lot 2049 – Unit 11 Legal Descriptions HRG Job# 170554.01

LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027593, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AND

LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027594 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AURORA

PREPARED ON OCTOBER 27, 2017

PREPARED BY: BERNARD J. BAUER

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003

LICENSE EXPIRES: 11/30/2018

PLAT PREPARED FOR: PULTE GROUP CORPORATION 1901 NORTH ROSELLE, SUITE 300, SCHAUMBURG, ILLINOIS 60195

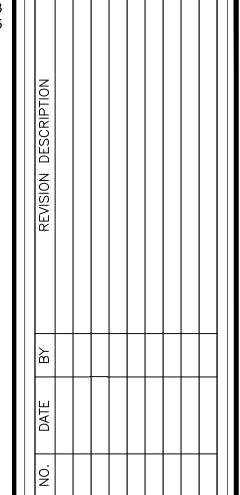
PROJECT CONTACT: MR. JOE MARX PHONE: (847) 525.7732 EMAIL: JOSEPH.MARX@PULTEGROUP.COM

FINAL PLAT OF

RESUBDIVISION OF BRISTOL BAY LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11

A RESUBDIVISION LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027593 AND LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027594, AND BEING PART OF THE SOUTH 1/2 OF SECTION 4-37-7 AND PART OF THE NORTHEAST 1/4 OF SECTION 9-37-7 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PINs: 02-04-375-020 02-04-375-021 02-04-376-153 02-04-450-005





BAR IS ONE INCH ON OFFICIAL DRAWINGS IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB APPROVED: MRF JOB DATE: <u>10/23/2017</u> JOB NO: <u>171554.01</u>



ACREAGE

21.678± AC.

15.536± AC.

LAND AREAS

LOTS 1639-1650 & 1661-1666 (NOT INCLUDED) 6.142± AC.

LAND USE

PERIMETER OF RESUBDIVISION

LOTS 2048A, 2048B, 2049A & 2049B

* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for: PULTE GROUP CORPORATION Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

or red colored seal and signature affixed.

hereon implied.

the required building lines or easements

* No distance should be assumed by scaling.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the

description ordered to be surveyed contains a proper description of

* Basis of bearings for this survey: RECORDED PLAT OF SUBDIVISION

* No underground improvements have been located unless shown

* No representation as to ownership, use, or possession should be

* Field work for this survey was completed on 10/24/2017

* This Survey and Plat of Survey are void without original embossed

MISCELLANEOUS NOTES:

- THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE. 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED. 5/8" STEEL RODS WILL BE SET AT ALL INTERIOR CORNERS WITHIN 12 MONTHS OF
- RECORDATION. DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
- NO DIMENSIONS SHALL BE ASSUMED BY SCALING. ALL AREAS SHOWN HEREON ARE MORE OR LESS TO THE NEAREST SQUARE FOOT.
- EXISTING ZONING FOR CONDOMINIUMS IS R-4 P.U.D. (UNITED CITY OF YORKVILLE) OPEN SPACE TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION. . BEARINGS ARE BASED ON THE RECORDED PLAT OF SUBDIVISION (LOCAL COORDINATE
- . SEE COVENANTS AND RESTRICTIONS AND CONDOMINIUM DECLARATIONS FOR EASEMENT PROVISIONS NOT SHOWN HEREON.

PREPARED ON [CURRENT DATE] PREPARED BY:

BERNARD J. BAUER ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799 LICENSE EXPIRES: 11/30/18

ORDINANCE NO.______ AT A MEETING HELD THIS _____DAY OF ______, 20____, 20___

FINAL PLAT OF

RESUBDIVISION OF BRISTOL BAY LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11

A RESUBDIVISION LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027593 AND LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027594, AND BEING PART OF THE SOUTH 1/2 OF SECTION 4-37-7 AND PART OF THE NORTHEAST 1/4 OF SECTION 9-37-7 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

FOUND CONCRETE MONUMENT S88'47'59"E 91.00 (NOT INCLUDED) 5 (NOT INCLUDED) N88°47'59"W 91 GRAPHIC SCALE 78' R OT 2048B 248,471± SQ.FT. (IN FEET) (NOT INCLUDED) 1 inch = 60 ft.S84'53'39"W 140.00' (NOT INCLUDED) BRISTOL BAY P.U.D. - UNIT 9 DOC. NO. 200700027594 N88°47'59"W 91.00' Vertical Control Station '59"W 91.00 (NOT INCLUDED): (NOT INCLUDED) 588°47'59"E 91.00 S88°47'59"E 91.00" _ SOUTH LINE OF SEC. 4-37-7 NORTH LINE OF SEC. 9-37-7-N89°04'34"E 2653.36' UNSUBDIVIDED LANDS

PUBLIC UTILITY & DRAINAGE EASEMENT NOTE:

<u>HATCH LEGEND</u>

PUBLIC UTILITY & DRAINAGE

EASEMENT AREA, PER DOCS.

200700027593 & 200700027594

PER DOCUMENTS 200700027593 & 200700027594, A PUBLIC UTILITY AND DRAINAGE EASEMENTS, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED THEREON, WERE HERETOFORE GRANTED OVER ALL AREAS OF LOTS 1636-1650 & 1661-1666 (EXCEPTING THEREFROM THAT PART OF SAID LOTS ON WHICH A PRINCIPAL RESIDENTIAL BUILDING IS TO BE CONSTRUCTED). A PUBLIC UTILITY AND DRAINAGE EASEMENT, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED HEREON, IS ALSO HEREBY GRANTED OVER ALL AREAS OF LOTS 20418 & 2049 (EXCEPTING THEREFROM THAT PART OF SAID LOT ON WHICH A GARAGE OR GAZEBO IS TO BE CONSTRUCTED).

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)				
)S.S. COUNTY OF KENDALL)				
THIS INSTRUMENT NO	WAS	FILED	FOR	RECO
IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.				
THIS, DAY OF, 20, AT		_0°CL00	CK _	M

KENDALL COUNTY RECORDER

COUNTY CLERK'S CERTIFICATE

COUNTY OF KENDALL)

, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE, ILLINOIS,

THIS _____ DAY OF _____ 20___.

COUNTY CLERK

CITY ENGINEER'S CERTIFICATE

COUNTY OF KENDALL)

YORKVILLE. DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS. DATED AT YORKVILLE, ILLINOIS, THIS _____, DAY OF _____, 20___.

CITY ENGINEER

KENDALL COUNTY RIGHT TO FARM STATEMENT

NOTICE: KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR — A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

SURVEYOR'S CERTIFICATE

COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED

LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027593, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027594 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM MAP NO. 17093C0030G, BEARING AN EFFECTIVE DATE OF FEBRUARY 4, 2009 AND FIRM MAP NO. 17093C0030H, BEARING AN EFFECTIVE DATE OF JANUARY 8, 2014. ALL OF THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT I HAVE SET ALL EXTERIOR SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT, AND THAT ALL INTERIOR MONUMENTS SHALL BE SET AS REQUIRED BY STATUTE (ILLINOIS REVISED STATUTES 1989, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

<u>MY</u> HAND A<u>ND</u> SEAL AT YORKVILLE, ILLINO</u>IS, THIS _____ DAY OF ______, 20___.

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com) ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003799 LICENSE EXPIRATION DATE: 11/30/18

PINs: 02-04-375-020 02-04-375-021 02-04-376-153 02-04-450-005



BAR IS ONE INCH ON OFFICIAL DRAWINGS IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB APPROVED: MRF JOB DATE: <u>10/23/2017</u>

JOB NO: <u>171554.01</u>

10/27/2017 4:39:18 PM

NOTE: Only those Building Line Restrictions or Easements shown on

description ordered to be surveyed contains a proper description of

* Basis of bearings for this survey: RECORDED PLAT OF SUBDIVISION

* No underground improvements have been located unless shown

* Field work for this survey was completed on 10/24/20.17

Compare your description and site markings with this plat and

standards for a boundary survey and was performed for:

AT ONCE report any discrepancies which you may find.

f * No representation as to ownership, use, or possession should be

* This Survey and Plat of Survey are void without original embossed

* This professional service conforms to the current Illinois minimum

a Recorded Subdivision Plat are shown hereon unless the

the required building lines or easements

or red colored seal and signature affixed.

* No distance should be assumed by scaling.

CITY CLERK

hereon implied.

PUBLIC NOTICE NOTICE OF PUBLIC HEARING BEFORE UNITED CITY OF YORKVILLE CITY COUNCIL PZC 2017-14

NOTICE IS HEREBY GIVEN a public hearing shall be held on a second amendment to that certain Annexation Agreement (Bristol Bay Subdivision) dated April 26, 2005, as amended June 22, 2010, by and among Centex Homes (*Owner/Developer*), a Nevada General Partnership, and the United City of Yorkville, Kendall County, Illinois, on December 12, 2017 at 7:00 p.m. at City Hall at the United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois for the purpose of amending the Bristol Bay Subdivision related to replatting portions of Units 9 and 11, relief of certain security requirements for those undeveloped portions of the aforementioned replatted units, release of certain development bonds and the extension of building permit, connection and impact fee locks in effect as of the date of the Original Agreement with no increases, other than those incurred by the City for water meters, on the development until April 25, 2025.

The Legal description is as follows:

Bristol Bay Lot 2048 of Unit 9

LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027593, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AND

Bristol Bay Lot 2049 of Unit 11

LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027594 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

The public hearing may be continued from time to time without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois 60560, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN City Clerk

BY: Lisa Pickering Deputy Clerk



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

Agenda Item Number	
New Business #7	
Tracking Number	
EDC 2017-79	

Agenda Item Summary Memo

Title: Downtown W	Vayfinding Signage P	rogram
Meeting and Date:	Economic Develop	ment Committee – December 5, 2017
Synopsis: Discussi	on to approve the con	ntract with Michael's Signs for the Downtown
wayfind	ing signage program.	
Council Action Pre	viously Taken:	
Date of Action: N/A	Acti	ion Taken:
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Red	uested: Approval	
Submitted by:	Annie Callahar	n Purchasing
	Name	Department
	Ag	enda Item Notes:



Memorandum

To: Economic Development Committee From: Annie Callahan, Purchasing Manager

CC:

Date: December 5, 2017

Subject: Downtown Wayfinding Signage Program

Summary

Recommendation to award a contract to Michael's Signs, of Racine WI, for the Downtown Wayfinding Signage Program.

Background

The City had a comprehensive wayfinding signage program designed by Lakota Group and approved by the City Council as part of the Comprehensive Plan Update in 2016. It is important to the City and the downtown property and business owners that the downtown area has a unified look and feel. An RFP was submitted in August 2017 for an experienced vendor to fabricate and install wayfinding signage throughout the downtown area of the City to add to the beauty and ambiance of the downtown. The signs will welcome both vehicles and pedestrian traffic to the Downtown area and provide them guidance and direction. The aesthetic signage of the downtown area will be consistent throughout.

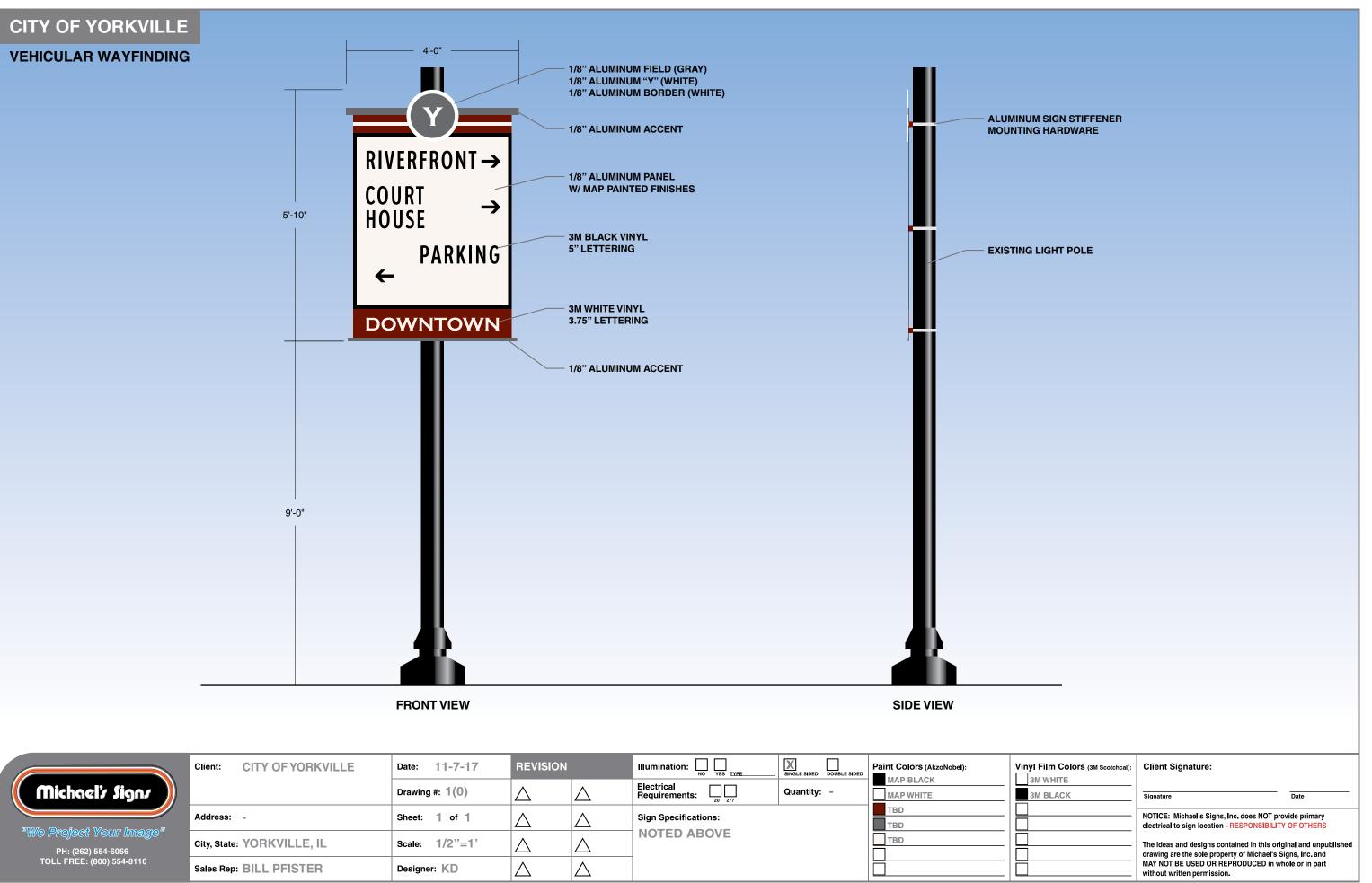
Bids were opened on October 27, 2017. The lowest reasonable bidder was Michael's Signs for a total of \$35,280 that included both Phase I and Phase II. Phase I is a total of twelve (12) lightpole signs giving direction to businesses and parking (\$13,420.00). Phase II includes four (4) freestanding kiosks, two (2) double sided and two (2) single sided kiosks (\$21,860.00). The budget for FY18 is \$25,000. Staff believes that we can include all of Phase I and half of Phase II into the budget this fiscal year, for a total of \$24,960.00. This work will be completed in early Spring 2018.

Michael's Signs would then complete the additional two (2) kiosks in FY19 for an additional \$10,320.00.

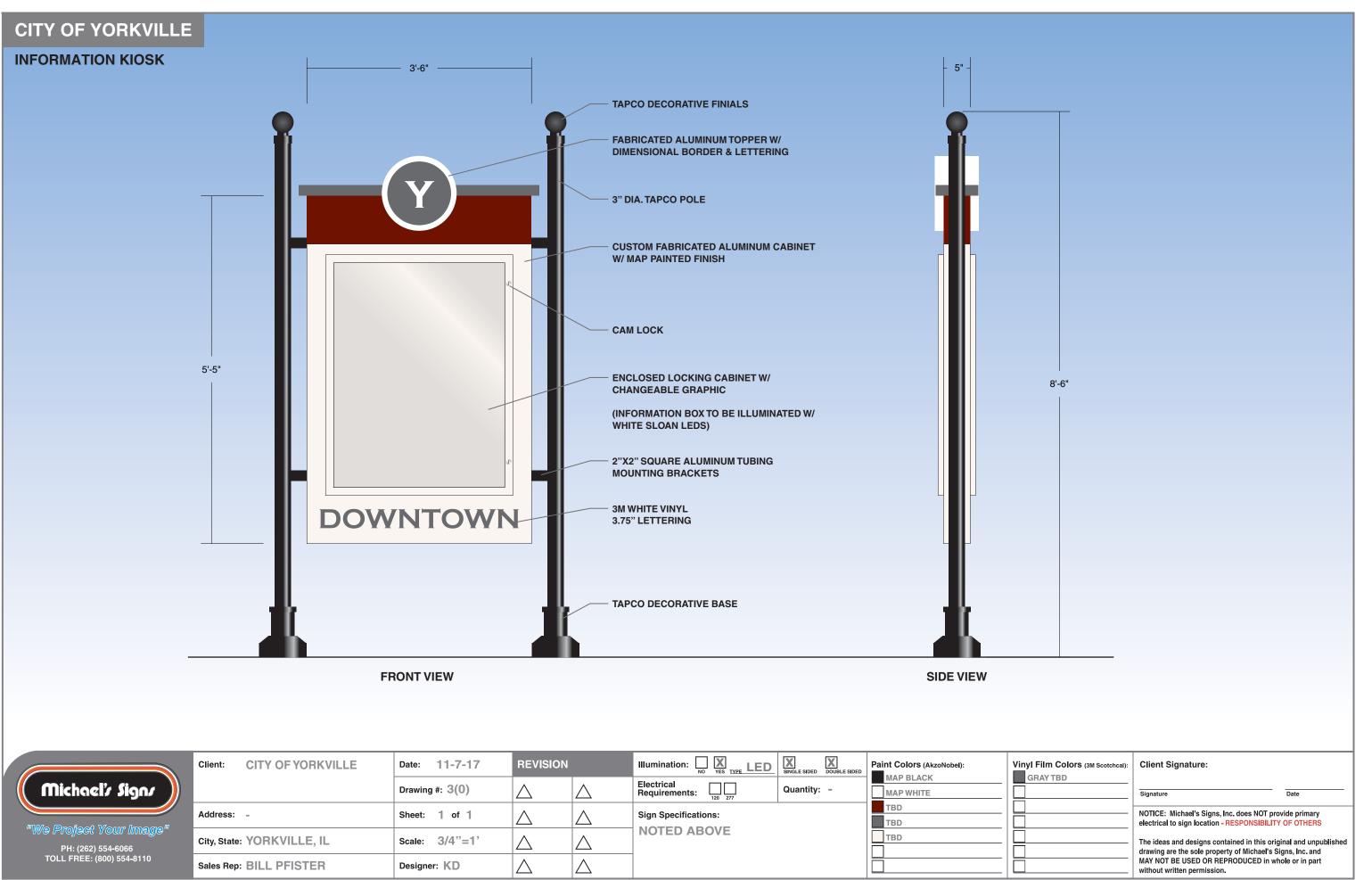
Additionally, there may be an opportunity to update the signage to include branding elements for the downtown based upon the recommendations from the City's Downtown Overlay District's planning consultant, Farr and Associates. It is expected that Farr and Associates will be underway with the branding component of the overlay district plan by late February/early April 2018. If it is feasible to incorporate the branding as part of the sign fabrication without delaying installation, deviating significantly from the originally approved signs, or increasing costs, staff would like to get feedback from the City Council on this approach as well.

Recommendation

Staff recommends awarding a contract to Michael's Signs for \$24,960.00 for FY18 and \$10,320.00 for FY19 for the Downtown wayfinding signage program. Contract will be awarded but final fabrication will not start until the branding component is finalized with Farr & Associates. Signs will be installed in April 2018.



CITY OF YORKVILLE DOWNTOWN DIRECTIONAL 1/8" ALUMINUM FIELD (GRAY) 1/8" ALUMINUM "Y" (WHITE) 1/8" ALUMINUM BORDER (WHITE) **ALUMINUM SIGN STIFFENER** MOUNTING HARDWARE 1/8" ALUMINUM ACCENT **DOWNTOWN** 3'-9" 3M WHITE VINYL 4" LETTERING 1/8" ALUMINUM PANEL W/ MAP PAINTED FINISHES **EXISTING LIGHT POLE** 1/8" ALUMINUM ACCENT 10'-0" **FRONT VIEW** SIDE VIEW Illumination: NO YES **REVISION** Client: CITY OF YORKVILLE Date: 11-7-17 Paint Colors (AkzoNobel): Vinyl Film Colors (3M Scotchcal): Client Signature: TBD 3M WHITE Michael's Signs Electrical Requirements: Drawing #: 2(0) Quantity: -MAP WHITE TBD NOTICE: Michael's Signs, Inc. does NOT provide primary Address: Sheet: 1 of 1 Sign Specifications: TBD electrical to sign location - RESPONSIBILITY OF OTHERS "We Project Your Image" **NOTED ABOVE** City, State: YORKVILLE, IL Scale: 1/2"=1' The ideas and designs contained in this original and unpublished PH: (262) 554-6066 TOLL FREE: (800) 554-8110 drawing are the sole property of Michael's Signs, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part Sales Rep: BILL PFISTER Designer: KD without written permission.



WAYFINDING SIGNAGE PROGRAM

Bid Opening - October 27, 2017 10:00 a.m. City Hall - 800 Game Farm Rd	Michael's Signs Inc Racine, WI		Correct Digital Displays Sheridan, IL		Parvin - Clauss Carol Stream, IL	
Description	Per Sign	Totals	Per Sign	Totals	Per Sign	Totals
Sign #1 (4 signs)	\$1,375.00	\$5,500.00	\$1,846.80	\$7,387.20	\$836.75	\$3,347.00
Sign #2 (8 signs)	\$990.00	\$7,920.00	\$1,130.00	\$9,040.00	\$554.74	\$4,437.92
Total of Phase I		\$13,420.00		\$16,427.20		\$7,784.92
Sign #3 (single sided kiosk)	\$5,160.00	\$10,320.00	\$5,947.40	\$11,894.80	\$12,355.50	\$24,711.00
Sign #4 (double sided kiosk)	\$5,770.00	\$11,540.00	\$6,547.40	\$13,094.80	\$13,809.00	\$27,618.00
Total of Phase II		\$21,860.00		\$24,989.60		\$52,329.00
TOTAL of Phase I and Phase II		\$35,280.00		\$41,416.80		\$60,113.92
Required attachments:	Ye	s or No	Ye	s or No	Yes or No	
Bid Bond	No - no	ot required		Yes	Yes	
Wage Rate Certification						
Drug Free Workplace						
Non-Collusion Certificate						
Eligible Contractor and Subcontractor Certificate						
State and Federal Equal Opportunity Employer Cert.						
References						
Bid Sheet Signature						
Contractor Bid Agreement						



United City of Yorkville, Illinois

INVITATION TO BID

for Downtown Wayfinding Signage Program

Legal Notice Posted:	September 24, 2017
Proposals Due:	October 27, 2017 at 10:00AM

United City of Yorkville Invitation To Bid Wayfinding Signage Program Proposal Package September 2017

Table of Contents

- A. Legal Notice to Bidders
- B. General Information
- C. Introduction
- D. Project Specifications
- E. Instructions to Bidders
- F. Contract
- G. Bid Certifications
- H. References
- I. Subcontractors
- J. Equipment List
- K. Bid Proposal Sheet
- L. Bid Sheet Signature
- M. Contractor Bid Agreement

United City of Yorkville, Illinois LEGAL NOTICE Invitation To Bid

Fabrication, Delivery and Installation of custom wayfinding signs for the Downtown Area of the United City of Yorkville.

Sealed bids for the Downtown Wayfinding Signage Program will be received at the address listed below until October 27, 2017 at 10:00 a.m. **All bids will be publicly opened immediately thereafter.** Proposals Bids not physically received by the City by 10:00 a.m. on October 27, 2017 will be returned, unopened to the bidder. Emailed or faxed proposals will not be accepted. All proposals should be addressed and delivered to:

United City of Yorkville RE: (Vendor Name) Bid for DowntownWayfinding Signage Program Attention: Annie Callahan, Purchasing Manager 800 Game Farm Road Yorkville, IL 60560

Bid packets are available online at http://www.yorkville.il.us. The link can be found under the Business tab - Bids & RFPs. Additional packets may be picked up at City Hall, 800 Game Farm Road, Yorkville, IL 60560. City Hall is open Monday through Friday, 8:00AM to 4:30PM.

General questions regarding this Request for Proposals may be emailed to Annie Callahan, Purchasing Manager at <u>ACallahan@yorkville.il.us</u> Any detailed questions concerning the actual specifications or plans are to be forwarded by email to Krysti Barksdale-Noble at <u>knoble@yorkville.il.us</u> not less than five (5) business days prior to the scheduled closing date.

The City Council will make the final selection and award of the contract. The City Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any bid.

The person or company submitting the bid shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the bid.

No communication, except as otherwise allowed in the specifications, shall occur regarding this Invitation To Bid, including requests for information, or speculation between Bidder's or any of their individual members and any City elected official, employee or independently contracted employees or consultants. Failure to comply with this provision may result in offeror's proposal being removed from consideration

Any cost incurred by the Bidder in preparation, transmittal, or presentation of any information or material submitted in response to the RFP, shall be borne solely by the Bidder.

General Information

The United City of Yorkville is seeking an experienced individual or firm to implement Phase 1 of the Wayfinding Signage Program which includes the fabrication, delivery and installation of wayfinding signs for the Downtown area. When both phases are complete, the City will have a comprehensive wayfinding sign program consistent throughout the Downtown area.

The vendor shall furnish and provide all labor, materials, tools, equipment and machinery, unless otherwise specified, necessary to perform and complete, in a good and workmanlike manner, the complete fabrication and installation of the wayfinding signs. It is the City's intention to hire one vendor to complete both phases of the wayfinding signage program. However, the City retains the right to procure the various services from multiple vendors.

Introduction

Purpose of Request:

It is important to the City and the downtown property and business owners that the downtown area have a unified look and feel. We are seeking an experienced vendor to Fabricate and Install wayfinding signage throughout the downtown area of the City to add to the beauty and ambiance of the downtown. The signs will welcome both vehicles and pedestrian traffic to the Downtown area and provide them guidance and direction. The aesthetic signage of the downtown area will be consistent throughout.

Project Description:

The City is requesting proposals for the wayfinding signage program for the Downtown area, according to the Project Specifications and Plans contained herein (the "Project").

Project Specifications and Plans

Scope of Work: The City had a comprehensive wayfinding signage program designed and approved by the City Council. The approved signage program is attached. Bidders must completely familiarize themselves with the specifications in this bid document.

Phase 1: Phase 1 is anticipated to consist of fabrication and installation of 12 non-illuminated single faced pole mounted signs. Mounting Pole exists but mounting bracket needs to be provided by the Bidder and included in the bid price. There are a total of four (4) signs marked as #1 on the attached. These signs will be mounted on the pole 9 feet off the ground. These 4 signs are approximately 6 feet tall and 4 feet wide. Directional wording will be provided at a later date but the bid should include at a minimum of four lines of directional words and arrows at 5" tall. There are a total of eight (8) signs marked as #2 on the attached. Sign #2 will be mounted on the existing pole 10 feet off the ground. These signs are approximately 4 feet tall and 4 feet wide. Directional words will be provided at a later date but the bid should include a minimum of one line of directional words and arrows at 5" tall.

Phase 2: Phase 2 is anticipated to consist of the fabrication and installation of total of two (2) single sided information kiosks shown as sign #3 and a total of two (2) double sided

information kiosks shown as sign #4. Sign #3 and Sign #4 will be an enclosed locking cabinet and each information line shall be changeable. Cabinet will be illuminated for viewing during the evening hours. City will provide the electric connection to the site location and Bidder shall connect the electricity to the sign. Mounting poles and mounting brackets for all signs included in Phase 2 are to be included in the bid price. Placement will be determined at a later date.

<u>Alternative Bids:</u> The City is looking for alternative ideas for the Phase 2 kiosk signs. The City is interested in a touch screen and/or LED kiosk sign. Colors should follow the same pallet as specified. Artwork should remain consistent with the approved specifications herein. Please provide your designs and pricing.

Bidder must provide pricing for Phase 1 and Phase 2 for the bid package to be valid. Bidders are encouraged to provide design ideas with pricing on the alternative bid but it is not required.

Additional Information: As part of Phase 1, the Bidder will be required to assess the condition of the existing poles to assist in determining how to fasten the signs for long term placement.

<u>Traffic Control</u>: The Bidder will be responsible for maintenance of traffic during installation of the wayward sign package. If necessary, the Bidder must use flag men, traffic cones and advance warning signs to assist with traffic flow and comply with the State of Illinois Traffic Control Manual.

<u>**Debris**</u>: The Bidder shall clean and maintain all work areas at all times. Effective dust control by use of spray systems or other means shall be maintained at all times.

<u>Protection of Property and Utilities:</u> All reasonable precautions will be taken to protect public and private property such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, catch basins, manholes, drains, utilities, buildings and other property from undue damage. If the Director of Public Works determines that the Bidder has damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Director at the Bidder's expense.

If Applicable, the Bidder shall have full responsibility for locating all underground facilities in work areas, whether shown or not shown on the Drawings, and contacting JULIE for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof, and repairing any damage thereto resulting from the Project; the cost of which shall be included in the Contract Unit Prices for the items specified.

Rules, regulations, and codes governing the respective utilities which may be encountered shall be observed in executing all work

<u>Accident Reporting:</u> All accidents occurring on the job which damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the City's Police and to the Public Works Department.

Instructions to Bidders

- 1. Receipt of Bid: Friday, October 27, 2017; 10:00 A.M.
- 2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.
- 3. **Project Description:** Fabrication, Delivery and Installation of custom wayfinding signs for the Downtown area
- 4. Preparation and Submission of Bids:
 - A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
 - B. Each Bidder must complete, execute and submit with its bid a certifications regarding public contracting.
 - C. Each Bidder must submit a complete bid package, including the following items:
 - i. Signed Contract
 - ii. Bid Certifications
 - iii. Bid Sheet
 - iv. Contract
 - v. References
 - vi. Subcontractors List.
 - vii. Equipment List
 - viii. Bid Guarantee in the amount of 10% of the total of project.
 - D. One (1) paper copy of the bid and one electronic version of the bid on a flash drive in a *.pdf (Adobe Acrobat) version shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name "Wayfinding Signage Program".
 - E. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
 - F. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than ninety (90) days.
 - G. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
 - H. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the Project and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
 - I. The Bidder further agrees that if the City decides to extend or shorten the completion period, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, the Bidder will perform the work as altered, increased or decreased.
 - J. The Bidder further agrees that the City representative may at any time during the progress of the Project covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

- K. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the City.
- L. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award.
- M. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- N. By submitting a bid, the Bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the City for any damages the City may thereby suffer.
- O. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the City that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.
- 5. Additional Information Request: Questions regarding this Invitation To Bid can be emailed to Annie Callahan, Purchasing Manager at ACallahan@yorkville.il.us and specific questions regarding the specifications in this Invitation To Bid can be emailed to Krysti Noble at knoble@yorkville.il.us by the end of business on October 20, 2017. Answers will be provided in writing to all potential Bidders who the City has notice of their intent to submit a bid; No oral comments will be made to any Bidder as to the meaning of the Invitation To Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the City will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the City) from any officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the City. Any Addendum issued will be posted on the City's website. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a Bidder to include a signed formal Addendum in its bid shall deem its bid non-responsive: provided, however that the City may waive this requirement if it in its best interest.

6. **Conditions:**

- A. The City is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid shall not include any amounts of money for these taxes.
- B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- C. The City shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
- D. All bids shall be good for ninety (90) days from the date of the bid opening.
- 7. **Award of Bid:** The United City of Yorkville reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the United City of Yorkville.
 - A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
 - B. In addition to price, the City may consider:
 - Design of signs submitted in Alternative bids
 - Ability, capacity and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability and adaptability of the commodities, services or construction, in relation to the City 's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the bid/proposal.
 - Record of payments for taxes, licenses or other monies due the City

8. Rejection of Bids:

- **A.** The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.
- **B.** The City reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Any bid not conforming to the specifications or requirements set forth by the City in the bid request may be rejected.
- C. Bids may also be rejected if they are made by a bidder that is deemed unresponsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
- 9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

- 10. **Non-Discrimination:** The Bidder, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
- 12. **Execution of Documents:** The Bidder, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation.

- Independent Contractor: There is no employee/employer relationship between the Contractor and the City. Contractor is an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The City will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the City and the Contractor.
- 14. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Contractor shall be included on the Subcontractor's form in the Bid proposal and be acceptable to, and approved in advance by the City. The City's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to

"Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the City, the Contractor shall immediately upon notice from the City remove and replace such personnel or subcontractor. The City shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

- 15. **Assignment:** Neither the City nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
- 16. **Governing Law:** The Contract and the rights of the City and Bidder under the Contract shall be interpreted according to the laws of the State of Illinois. Venue for any action related to the Contract will be in the Circuit Court of Kendall County, Illinois.
- 17. **Changes in Law:** Unless otherwise explicitly provided in the Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
- 18. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in the Contract to days shall be construed to refer to calendar days.

GENERAL CONDITONS

This entire bid package and following sections apply to all bids requested and accepted by the City and become a part of the contract unless otherwise specified. Persons submitting bids or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. The City assumes that submission of a bid means that the person submitting the bid has become familiar with all conditions and intends to comply with them unless noted otherwise.

- 1. **Definitions:** The Term "City" whenever used in the contract documents shall be construed to mean the United City of Yorkville. The United City of Yorkville, the Community Development Department, and the Director of Community Development shall also be known herein, respectively, as the City, the Department, and the Director.
- 2. <u>Conditions:</u> The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this Project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of the contract.
- 3. **<u>Bid Bond:</u>** If the bidder's proposal for this project exceeds forty thousand dollars (\$40,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total amount of the complete project. Bid security shall be submitted with the bid.
- 4. **Performance Bond:** If the bidder's proposal for the project is equal to or greater than \$5,000 then the following bonds shall be delivered to the City and shall become binding with the acceptance of the bid:

Performance bond satisfactory to the City, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the City, in an amount equal to 110% of the complete project. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

Upon receipt of the performance bond, the City will return the bid bond to the bidder.

- 5. <u>Insurance Requirements:</u> The successful Bidder shall comply with the City's insurance requiremnts attached hereto as Exhibit B.
- 6. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes;

- g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.
- 7. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed not until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

Deduction for Each Day of Overrun in Contract Time: \$250.00 per day.

- 8. <u>Compliance with Laws and Regulations</u>: In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.
- 9. <u>Contract Term</u>: The contract will begin upon a full executed Agreement and approval of the City Council and expire no later than sixty (60) days following the completion of the installation of Phase 2.
- 10. <u>Driver's License</u>: Before commencing work, the Contractor shall provide a copy of valid driver's license for each employee operating equipment in the City. Drivers shall possess a Commercial Driver's License with appropriate endorsements if operating equipment that requires such a license.
- 11. <u>Change Orders:</u> After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

- a. Is approved by the City Council when the change order is an increase or decrease of more than \$10,000 or the time of completion by more than 30 days.
- b. Is approved by the by the City Administrator, or his/her designee for change orders that are not greater than ten thousand dollars (\$10,000.00).

12. <u>Construction Contracts:</u>

- a. The Bidder must comply with all applicable laws prerequisite to doing business in the state.
- b. The Bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- c. The Bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
- 13. **Termination:** The City shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the City shall provide Contractor at least ten (10) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 11th day.
 - a. When this contract, or any portion hereof, is terminated or cancelled by the City, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - b. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

14. **Additional Items:** The City and Contractor further agree that

a. **Prevailing Wage**

Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: http://www.state.il.us/agency/idol/.

The City may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall indemnify the City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

- b. **Sexual Harassment:** During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.
- c. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:
 - 1) Publishing a Statement:
 - 2) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
 - 3) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 4) Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 5) Abide by the terms of the statement; and
 - 6) 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.
 - 7) Establishing a drug free awareness program to inform employees about:
 - 8) The dangers of drug abuse in the workplace;
 - 9) The Contractor's policy for maintaining a drug free workplace;
 - 10) Available counseling, rehabilitation, or assistance programs; and
 - 11) Penalties imposed for drug violations.
 - 12) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
 - 13) Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
 - 14) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
 - 15) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
 - 16) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
 - 17) The Contractor will be required to sign a Drug Free Workplace Certification.
- d. **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general

public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- 1) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
- 2) A prohibition against the actions or conditions specified in 820 ILCS 265/10.
- 3) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
- 4) A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.
- e. **Non-Collusion:** The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.
- f. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Business:
Address:
City, State, Zip Code:
Telephone Number:
Contact Person:
Dates of Service:
Business:
Address:
City, State, Zip Code:
Telephone Number:
Contact Person:
Dates of Service:
Business:
Address:
City, State, Zip Code:
Telephone Number:
Contact Person:
Dates of Service:

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Value of Work Subcontracted:	
Nature of Work Subcontracted:	
Subcontractor No. 2:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Value of Work Subcontracted:	
Nature of Work Subcontracted:	
Subcontractor No. 3:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Value of Work Subcontracted:	
Nature of Work Subcontracted:	

If additional sheets are needed, please make copies.

EQUIPMENT LIST

UNITED CITY OF YORKVILLE

Name	Make	Model	Year	Use	

If additional sheets are needed, please make copies.

Bid Proposal Sheet

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Proposal at said prices. Bidders must fill in "Bid Unit Price" and "Extended Amount" for each bid item. Extend all prices to two decimals.

Base Bid – Phase 1

Sign #	Item Description	Estimated Quantity	Bid Unit Price	Extended Amount
1		4		
2		8		

TOTAL OF BASE BID – PHASE 1 ITEMS:

Base Bid - Phase 2

Sign #	Item Description	Estimated Quantity	Bid Unit Price	Extended Amount
3		2		
4		2		

TOTAL OF BASE BID – PHASE 2 ITEMS:

ALTERNATIVE BID PHASE 2 – use additional pages for details and design

Sign #	Item Description	Estimated	Bid Unit Price	Extended
	_	Quantity		Amount
1		2		
2		2		

TOTAL OF ALTERNATE BID ITEMS FOR PHASE 2: _____

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, et seq., and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

Firm Name			Signed Name and Title
Street Address	SS		Print Name and Title
City	State	Zip	E-mail Address
Phone Number	er		Fax Number
Date			

UNITED CITY OF YORKVILLE 800 Game Farm Road YORKVILLE, ILLINOIS 60560

CONTRACT

CONTRICT
THIS CONTRACT made this day of, 201_, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "Owner" and located at hereinafter called the "Contractor".
WITNESSETH:
WHEREAS , the Owner has heretofore solicited Proposals for all labor and materials necessary to complete the work specified in this bid package;
WHEREAS , the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.
NOW, THEREFORE , for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:
 The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the wayfinding signage program in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "Contract Documents". The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.
IN WITNESS WHEREOF , the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:
UNITED CITY OF YORKVILLE
Ву:
CONTRACTOR:
By:

Signature

Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The village reserves the right to accept of reject any or all exceptions.

SECTION 9 - STEWARDSHIP AND IMPLEMENTATION

Sample Yorkville Placemaking and Wayfinding Elements



Sample Yorkville Placemaking and Wayfinding Elements

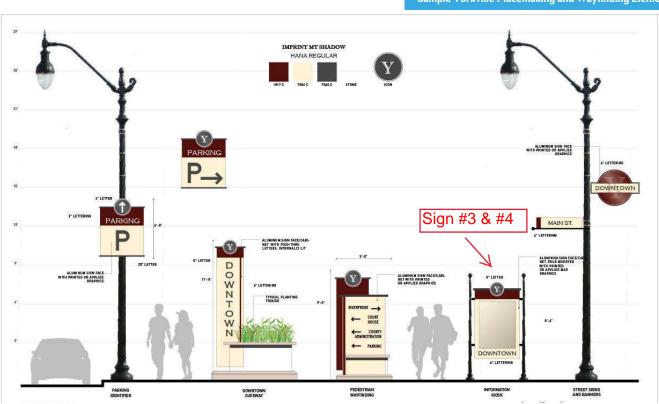


Exhibit B

UNITED CITY OF YORKVILLE, ILLINOIS INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1. MINIMUM SCOPE OF INSURANCE Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
- B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).
- C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.
- E. Builder Risk Property Coverage with City as loss payee.

2. MINIMUM LIMITS OF INSURANCE Contractor shall maintain limits no less than if required under above scope:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)
- F. Umbrella Excess Insurance: \$3,000,000. "Following form" of the underlying and excess policies including listing the City as an additional insured.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- 1. The City, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.
- 2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Exhibit B

- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
- 4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees, and volunteers as additional insureds.
- All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

6. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The City reserves the right to request full certified copies of the insurance policies and endorsements.

7. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated berein

8. ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

9. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

10. ADDITIONAL INSURED ENDORSEMENT

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the City, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.