



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, February 6, 2018

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: January 2, 2018

New Business:

1. EDC 2018-09 Building Permit Report for December 2017
2. EDC 2018-10 Building Inspection Report for December 2017
3. EDC 2018-11 Property Maintenance Report for December 2017
4. EDC 2018-12 Economic Development Update
5. EDC 2018-13 Annual Foreclosure Update
6. EDC 2018-14 Manufacturing and Industrial City Council Goal Action Plans
7. EDC 2018-15 Developer Deposit Report/Ordinance
8. EDC 2018-16 Renewal of Intergovernmental Agreement with Kendall County for Building Inspection Services

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, February 6, 2018
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. January 2, 2018

- ☐ Approved _____
- ☐ As presented
- ☐ With corrections

NEW BUSINESS:

1. EDC 2018-09 Building Permit Report for December 2017

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

2. EDC 2018-10 Building Inspection Report for December 2017

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. EDC 2018-11 Property Maintenance Report for December 2017

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. EDC 2018-12 Economic Development Update

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. EDC 2018-13 Annual Foreclosure Update

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. EDC 2018-14 Manufacturing and Industrial City Council Goal Action Plans

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. EDC 2018-15 Developer Deposit Report/Ordinance

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. EDC 2018-16 Renewal of Intergovernmental Agreement with Kendall County for Building Inspection Services

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Economic Development Committee – January 2, 2018

Meeting and Date: Economic Development Committee – February 6, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>

DRAFT

**UNITED CITY OF YORKVILLE
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, January 2, 2018, 6:00pm
City Conference Room**

In Attendance:

Committee Members

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

Other City Officials

City Administrator Bart Olson
Community Development Director Krysti Barksdale-Noble
Code Official Pete Ratos
Alderman Chris Funkhouser
Alderman Joe Plocher

Other Guests

Rob Getz, Pulte/Bristol Bay

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

Citizen Comments: None

Minutes for Correction/Approval: November 7, 2017

The minutes were approved on a unanimous voice vote.

New Business

1. EDC 2018-01 Building Permit Reports for October and November 2017

Mr. Ratos gave the report and said there were 5 single family permits, 4 B.U.I.L.D. and 14 commercial permits in October. In November there were 5 B.U.I.L.D., 1 single family and 12 commercial permits. The yearly totals at this time are: 154 single family, 12 single family attached, one 2-story senior apartment building with 51 units and 1 senior living center with 73 units. No further comments.

2. EDC 2018-02 Building Inspection Report for October and November 2017

There were 315 inspections in October and most were single family homes with some fence and deck completions. In November there were 250 inspections and many of those were at GC Housing.

3. EDC 2018-03 Property Maintenance Report for October and November 2017

Mr. Ratos said 4 citations were adjudicated in October, including a \$4,500 fine for weeds

and \$2,400 for commercial vehicles. Mr. Ratos had a discussion with the tenant regarding these vehicles. In November there were 6 cases, including a dispute over city vs. non-city property and items parked there. A fence will be erected to avoid further issues. No discussion.

4. EDC 2018-04 Economic Development Update

Mr. Olson gave the report in Ms. Dubajic's absence. On December 22nd, the State released an application for an industrial user site. The user requires 200 acres, railroad access, etc. and the project would provide 300-400 jobs. The City will be submitting an application which is due at the end of the week.

5. EDC 2018-05 Cedarhurst Final Plat

Ms. Noble said Cedarhurst had their preliminary plat approval as part of the final PUD amendment. Cedarhurst included some additional items which appeared at the December Planning and Zoning Commission and were recommended for approval. This moves to the January 9th Council agenda.

6. EDC 2018-06 Bristol Bay Amended Annexation Agreement and Final Plat

Pulte wishes to delay a portion of the partially platted development because the market is just not conducive at this time. Ms. Noble said portions of units 9 and 11 and all of units 10, 12 and 13 will be 'shelved'. Pulte is also requesting a letter of credit reduction to \$200,000 and they are selling the property to a holding company. The infrastructure is still the responsibility of the property owner according to Ms. Noble. There was brief discussion by committee members. This item moves to the Council for review of the final plat and annexation agreement on January 9.

7. EDC 2018-07 Services Agreement for Building Plan Review and Inspections

An RFP has gone out for help in building inspections and plan review services. This service would be used on as as-needed basis. Two of three responding companies were interviewed and T&F was selected and has been used before. Fees will be paid by the City and T&F's name will not appear on any documents. Ms. Noble said a fee discrepancy had been addressed.

Mr. Ratos said there were 930 plan reviews in 2017, so the firm will be used when there is a backup or illness. It will also avoid having to immediately hire full-time staff. Large projects will be sent out while residential plans will be kept in-house and there will be no cost to the developer. It is anticipated there will be 720 hours of need. Ms. Noble will track the time, verify invoices and will do a comparison evaluation of the service. Mr. Olson said a full-time position will be recommended for next year in Community Development. This item moves to the January 23rd Council agenda for contract revision verification.

8. EDC 2018-08 Property Maintenance Code – Section 302.8 – Motor Vehicles

Mr. Olson said this proposed modification would address the ticketing procedure of unlicensed cars in town. Ms. Noble has information from other towns and Mr. Plocher had provided information as well. Alderman Plocher said changes could be made and he hopes that car hobbies would not be affected due to difficulty in getting parts. Some

committee members noted that the cars should be kept in garages, storage or be covered. Mr. Ratos said he considers a car operable if it has license plates and four good tires. Mr. Olson said a 10-day notice is sent on cars in violation. The definition of an antique car was also discussed. Mr. Ratos added that many citations are issued for cars that are in need of repair and have sat idle.

Old Business None

Additional Business

Alderman Colosimo said he receives many calls regarding high gas prices in the city. He noted that the city has no control over the price. Mr. Olson said that gas stations do generate a fair amount of sales tax and that the MFT funds are based on a per capita basis. Alderman Frieders said he had a conversation with a gas corporate individual who said prices are determined by screen shots that are taken of area gas prices and then averaged as well traffic counts in that area. The committee acknowledged the heavy traffic counts at Rt. 47 and 34.

There was no further business and the meeting adjourned at 6:44pm.

Minutes respectfully submitted by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

EDC 2018-09

Agenda Item Summary Memo

Title: Building Permit Report for December 2017

Meeting and Date: Economic Development Committee – February 6, 2018

Synopsis: All permits issued in December 2017.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert Community Development
Name Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE

BUILDING PERMIT REPORT

December 2017

TYPES OF PERMITS

	Number of Permits Issued	SFD <i>Single Family Detached</i>	B.U.I.L.D <i>Single Family Detached Program Begins 1/1/2012</i>	SFA <i>Single Family Attached</i>	Multi- Family <i>Apartments Condominiums</i>	Commercial <i>Includes all Permits Issued for Commercial Use</i>	Industrial	Misc.	Construction Cost	Permit Fees
December 2017	49	9	1	12	0	10	0	17	3,031,142.00	285,721.30
Calendar Year 2017	930	69	85	12	1	155	0	608	70,056,246.00	2,622,579.27
Fiscal Period 2018	697	53	57	12	1	111	0	463	59,462,902.00	2,033,109.74
December 2016	31	0	6	0	0	5	0	20	1,576,272.00	101,679.76
Calendar Year 2016	855	46	105	0	0	121	0	573	36,639,237.00	1,843,802.42
Fiscal period 2017	634	39	76	0	0	80	0	439	28,157,061.00	1,380,584.08
December 2015	25	0	5	0	0	6	0	14	1,344,184.00	83,994.95
Calendar Year 2015	605	8	76	0	0	132	0	389	49,791,115.00	1,211,968.84
Fiscal Period 2016	459	7	54	0	0	95	0	303	14,255,105.00	821,731.08
December 2014	19	0	4	0	0	2	0	13	815,731.00	56,544.62
Calendar Year 2014	572	7	65	0	0	108	0	352	24,128,162.00	1,104,878.80
Fiscal Period 2015	432	2	47	0	0	75	0	308	19,258,317.00	775,811.77



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

Agenda Item Number

New Business #2

Tracking Number

EDC 2018-10

Agenda Item Summary Memo

Title: Building Inspection Report for December 2017

Meeting and Date: Economic Development Committee – February 6, 2018

Synopsis: All inspections scheduled in December 2017.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert Community Development
Name Department

Agenda Item Notes:

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 1

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	001-FIN FINAL INSPECTION	20160198	1074 HAMPTON LN	258		12/15/2017
PR	_____	015-FIN FINAL INSPECTION	20160567	491 BIRCHWOOD DR	130		12/12/2017
BC	_____	007-FIN FINAL INSPECTION	20160846	407 COLTON ST			12/21/2017
PR	_____	001-PLU PLUMBING - UNDERSLAB	20160888	129 COMMERCIAL DR	18		12/08/2017
BC	_____	002-PPS PRE-POUR, SLAB ON GRADE					12/11/2017
BC	_____ AM	003-RFR ROUGH FRAMING					12/22/2017
PR	_____ AM	004-PLR PLUMBING - ROUGH					12/20/2017
BC	_____	005-REL ROUGH ELECTRICAL Comments1: CONDUIT ONLY. CALL FOR ELEC INSP AFTER W Comments2: IRE PULL.					12/22/2017
PR	_____	033-RFR ROUGH FRAMING	20160894	1050 FREEMONT ST			12/12/2017
PR	_____	034-REL ROUGH ELECTRICAL					12/12/2017
PR	_____	035-RMC ROUGH MECHANICAL					12/12/2017
PR	_____	036-PLR PLUMBING - ROUGH					12/12/2017
BC	_____	017-STP STOOP	20170041	205 OAKWOOD ST	21		12/07/2017
PR	_____	002-FIN FINAL INSPECTION	20170215	402 WINDETT RIDGE RD	194		12/19/2017
PR	_____	005-REL ROUGH ELECTRICAL	20170318	234 GARDEN ST	6		12/14/2017
PR	_____	006-PLR PLUMBING - ROUGH					12/14/2017
PR	_____ AM	007-INS INSULATION					12/19/2017
BC	_____	008-INS INSULATION Comments1: WALLS ONLY. CEILINGS TO BE SPRAYED LATER Comments2: INSPECT AT FINAL					12/28/2017
RE	_____	016-PLF PLUMBING - FINAL OSR READ	20170377	2182 BURR CT	10		12/22/2017
RE	_____	017-FIN FINAL INSPECTION Comments1: BASEMENT CAULK WALL & FLOOR SEAM & ALL C Comments2: RACKS.					12/22/2017
PR	_____	011-FIN FINAL INSPECTION	20170399	9231 GALENA RD			12/07/2017

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 2

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	012-PLF PLUMBING - FINAL OSR READ					12/07/2017
PR	_____	014-FIN FINAL INSPECTION	20170457	2632 MCLELLAN BLVD	57		12/01/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ					12/01/2017
PR	_____	015-FIN FINAL INSPECTION	20170461	1027 N CARLY CIR	118		12/05/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ					12/05/2017
TK	_____	017-EFL ENGINEERING - FINAL INSPE Comments1: NO GRADING OK TO TEMP					12/05/2017
BC	_____	005-BSM BASEMENT FLOOR	20170494	602 WINDETT RIDGE RD	159		12/20/2017
PR	_____	004-FIN FINAL INSPECTION Comments1: PARTIAL	20170524	1800 MARKETVIEW DR	4		12/08/2017
BC	_____	AM 005-FTG FOOTING Comments1: 3.6 & 4,4.6,A.4,B,B.5 GRIDS					12/14/2017
BC	_____	AM 006-FTG FOOTING					12/18/2017
BC	_____	007-PPS PRE-POUR, SLAB ON GRADE					12/28/2017
PR	_____	017-FIN FINAL INSPECTION	20170546	522 WINDETT RIDGE RD	172		12/13/2017
PR	_____	018-PLF PLUMBING - FINAL OSR READ					12/13/2017
TK	_____	019-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE					12/13/2017
_____	_____	016-FIN FINAL INSPECTION	20170576	921 PURCELL ST	64		12/28/2017
PR	_____	017-PLF PLUMBING - FINAL OSR READ				12/28/2017	
TK	_____	018-EFL ENGINEERING - FINAL INSPE					12/28/2017
BC	_____	015-FIN FINAL INSPECTION	20170578	948 PURCELL ST	83		12/28/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ				12/28/2017	
PR	_____	013-FIN FINAL INSPECTION	20170586	2622 MCLELLAN BLVD	59		12/11/2017
PR	_____	014-PLF PLUMBING - FINAL OSR READ					12/11/2017
RE	_____	015-PLF PLUMBING - FINAL OSR READ	20170594	2611 MCLELLAN BLVD	42		12/22/2017

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 3

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
RE	_____	016-FIN FINAL INSPECTION Comments1: PWDER ROOM GFCI, TIGHTEN BEAM BOLTS, STR Comments2: AP BASEMENT SWITCH CONDUIT, CAULK BASEME Comments3: NT WALL & FLLOR SEAMS & CRACKS					12/22/2017
TK	_____	014-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE	20170595	2587 LYMAN LOOP	39		12/15/2017
PR	_____	015-FIN FINAL INSPECTION					12/19/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ					12/19/2017
BC	_____	016-FIN FINAL INSPECTION	20170596	4485 E MILBROOK CIR	234		12/27/2017
RE	_____	017-PLF PLUMBING - FINAL OSR READ					12/27/2017
TK	_____	015-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE	20170597	2838 SILVER SPRINGS CT	255		12/27/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE	20170599	2824 SILVER SPRINGS CT	259		12/27/2017
PR	_____	014-FIN FINAL INSPECTION	20170600	4481 E MILLBROOK CIR	233	12/21/2017	
PR	_____	015-PLF PLUMBING - FINAL OSR READ				12/21/2017	
TK	_____	016-EFL ENGINEERING - FINAL INSPE					12/19/2017
PR	_____	006-BSM BASEMENT FLOOR	20170601	7525 MUSTANG WAY			12/04/2017
RE	_____	008-PLR PLUMBING - ROUGH	20170611	2866 CRANSTON CIR	93	12/29/2017	
BC	_____	009-RFR ROUGH FRAMING				12/29/2017	
BC	_____	010-REL ROUGH ELECTRICAL				12/29/2017	
BC	_____	011-RMC ROUGH MECHANICAL				12/29/2017	
BC	_____	008-PWK PRIVATE WALKS	20170612	2836 CRANSTON CIR	96		12/04/2017
PR	_____	009-RFR ROUGH FRAMING					12/07/2017
PR	_____	010-REL ROUGH ELECTRICAL					12/07/2017
PR	_____	011-RMC ROUGH MECHANICAL					12/07/2017
PR	_____	012-PLR PLUMBING - ROUGH					12/07/2017
PR	_____	013-INS INSULATION					12/12/2017

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 4

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	014-PHD POST HOLE - DECK					12/07/2017
BC	_____	013-PWK PRIVATE WALKS	20170614	2736 CRANSTON CIR	117		12/04/2017
BC	_____	014-PHD POST HOLE - DECK					12/07/2017
BC	_____	013-PWK PRIVATE WALKS	20170615	2732 CRANSTON CIR	118		12/04/2017
BC	_____	014-PHD POST HOLE - DECK					12/07/2017
BC	_____	013-PWK PRIVATE WALKS	20170616	2728 CRANSTON CIR	119		12/04/2017
BC	_____	014-PHD POST HOLE - DECK					12/07/2017
BC	_____	013-PWK PRIVATE WALKS	20170617	2707 CRANSTON CIR	123		12/04/2017
PR	_____	014-FIN FINAL INSPECTION					12/13/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ					12/13/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE Comments1: SIDEWALK, PARKWAY TREE, OK TO TEMP					12/13/2017
BC	_____	014-PWK PRIVATE WALKS	20170618	2299 GRANDE TRAIL CT	172		12/04/2017
PR	_____	008-RFR ROUGH FRAMING	20170619	2298 GRANDE TRAIL CT	173		12/01/2017
PR	_____	009-REL ROUGH ELECTRICAL					12/01/2017
PR	_____	010-RMC ROUGH MECHANICAL					12/01/2017
PR	_____	011-PLR PLUMBING - ROUGH					12/01/2017
PR	_____	012-INS INSULATION					12/05/2017
BC	_____	013-PWK PRIVATE WALKS					12/04/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE	20170641	495 WINDETT RIDGE RD	67	12/06/2017	
PR	_____	017-PLF PLUMBING - FINAL OSR READ					12/06/2017
PR	_____	018-FIN FINAL INSPECTION					12/06/2017
PR	_____	008-RFR ROUGH FRAMING	20170648	927 N CARLY CIR	128		12/07/2017
PR	_____	009-REL ROUGH ELECTRICAL					12/07/2017
PR	_____	010-RMC ROUGH MECHANICAL					12/07/2017

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 5

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	011-PLR PLUMBING - ROUGH					12/07/2017
_____	_____	012-INS INSULATION					12/11/2017
BC	_____	013-REI REINSPECTION					12/12/2017
		Comments1: INSULATION					
PR	_____	014-ESW ENGINEERING - SEWER / WAT					12/15/2017
PR	_____	007-RFR ROUGH FRAMING	20170649	911 PURCELL ST	65		12/01/2017
PR	_____	008-REL ROUGH ELECTRICAL					12/01/2017
PR	_____	009-RMC ROUGH MECHANICAL					12/01/2017
PR	_____	010-PLR PLUMBING - ROUGH					12/01/2017
BC	_____	011-INS INSULATION					12/05/2017
BC	_____	013-STP STOOP					12/05/2017
PR	_____	009-RFR ROUGH FRAMING	20170652	338 WESTWIND DR	6		12/05/2017
PR	_____	010-REL ROUGH ELECTRICAL					12/05/2017
PR	_____	011-RMC ROUGH MECHANICAL					12/05/2017
PR	_____	012-PLR PLUMBING - ROUGH					12/05/2017
BC	_____	013-INS INSULATION					12/08/2017
		Comments1: INSPECT BASEMENT AT FINAL					
TK	_____	014-EFL ENGINEERING - FINAL INSPE	20170662	2591 LYMAN LOOP	40	12/15/2017	
PR	_____	016-FIN FINAL INSPECTION	20170671	472 SHADOW WOOD DR	104		12/14/2017
PR	_____	017-PLF PLUMBING - FINAL OSR READ					12/14/2017
TK	_____	018-EFL ENGINEERING - FINAL INSPE					12/14/2017
		Comments1: PARKWAY TREE					
TK	_____	019-EFL ENGINEERING - FINAL INSPE				12/27/2017	
PR	_____	018-FIN FINAL INSPECTION	20170683	2453 WILTON CT	129	12/20/2017	
TK	_____	019-EFL ENGINEERING - FINAL INSPE					12/19/2017
TK	_____	020-PLF PLUMBING - FINAL OSR READ				12/20/2017	

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 6

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	001-REL ROUGH ELECTRICAL	20170712	2584 MADDEN CT	9	12/29/2017	
PR	_____	014-FIN FINAL INSPECTION	20170720	365 SHADOW WOOD DR	123		12/12/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ					12/12/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE					12/07/2017
TK	_____	017-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE					12/27/2017
BC	_____	002-FIN FINAL INSPECTION	20170745	1332 MARKETPLACE DR 10			12/04/2017
BC	_____	001-RFR ROUGH FRAMING	20170746	1332 MARKETPLACE DR 11			12/01/2017
BC	_____	002-FIN FINAL INSPECTION					12/12/2017
BC	_____	001-FIN FINAL INSPECTION	20170747	735 EDWARD LN			12/11/2017
PR	_____	009-RFR ROUGH FRAMING	20170759	584 WINDETT RIDGE RD	167		12/06/2017
PR	_____	010-REL ROUGH ELECTRICAL					12/06/2017
PR	_____	011-RMC ROUGH MECHANICAL					12/06/2017
PR	_____	012-PLR PLUMBING - ROUGH					12/06/2017
BC	_____	013-INS INSULATION Comments1: INSPECT BASEMENT AT FINAL					12/08/2017
PR	_____	015-FIN FINAL INSPECTION	20170760	2633 FAIRFAX WAY	254	12/20/2017	
PR	_____	016-PLF PLUMBING - FINAL OSR READ				12/20/2017	
TK	_____	017-EFL ENGINEERING - FINAL INSPE				12/20/2017	
PR	_____	012-FIN FINAL INSPECTION	20170762	3173 PINWOOD DR	28		12/20/2017
PR	_____	013-PLF PLUMBING - FINAL OSR READ					12/20/2017
TK	_____	014-EFL ENGINEERING - FINAL INSPE Comments1: BBOX KEYABLE					12/20/2017
BC	_____	002-RFR ROUGH FRAMING	20170763	1243 TAUS CIR	115		12/01/2017
BC	_____	008-PWK PRIVATE WALKS	20170778	2798 CRANSTON CIR	98		12/04/2017

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 7

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	009-PHD POST HOLE - DECK					12/07/2017
_____	_____	010-INS INSULATION				12/15/2017	
PR	_____	011-RFR ROUGH FRAMING					12/13/2017
PR	_____	012-REL ROUGH ELECTRICAL					12/13/2017
PR	_____	013-RMC ROUGH MECHANICAL					12/13/2017
PR	_____	014-PLR PLUMBING - ROUGH					12/13/2017
PR	_____	004-ESW ENGINEERING - SEWER / WAT	20170781	958 PURCELL ST	84		12/15/2017
BC	_____	001-FTG FOOTING	20170796	2609 FAIRFAX WAY	251		12/07/2017
BC	_____	002-FOU FOUNDATION					12/08/2017
BC	_____	003-BKF BACKFILL					12/15/2017
BC	_____	004-ESW ENGINEERING - SEWER / WAT				12/21/2017	
BC	_____	001-PHF POST HOLE - FENCE	20170798	891 PARKSIDE LN	193		12/01/2017
BC	_____	002-FIN FINAL INSPECTION					12/07/2017
PR	_____	009-RFR ROUGH FRAMING	20170806	811 CAULFIELD PT	107		12/13/2017
PR	_____	010-REL ROUGH ELECTRICAL					12/13/2017
PR	_____	011-PLR PLUMBING - ROUGH					12/13/2017
PR	_____	012-RMC ROUGH MECHANICAL					12/13/2017
BC	_____	013-INS INSULATION					12/15/2017
BC	_____	014-PHD POST HOLE - DECK					12/20/2017
BC	_____	008-PHD POST HOLE - DECK	20170807	2465 WILTON CT	128		12/22/2017
BC	_____	009-RFR ROUGH FRAMING					12/29/2017
		Comments1: R403.6 ANCHOR BOLTS NEEDED AT ENDS OF PL					
		Comments2: ATE SECTIONS IN BASEMENT TIGHTEN ALL NUT					
		Comments3: S. JOIST HANGARS NW CORNER OF BASEMENT N					
		Comments4: EED NAILS, REINSPET AT INSULATION INSPEC					
BC	_____	010-REL ROUGH ELECTRICAL					12/28/2017

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 8

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	011-RMC ROUGH MECHANICAL					12/28/2017
PR	_____	012-PLR PLUMBING - ROUGH					12/28/2017
PR	_____	008-RFR ROUGH FRAMING	20170817	3178 BOOMBAH BLVD	131		12/08/2017
PR	_____	009-REL ROUGH ELECTRICAL					12/07/2017
PR	_____	010-RMC ROUGH MECHANICAL					12/08/2017
PR	_____	011-PLR PLUMBING - ROUGH					12/08/2017
PR	_____	012-STK STACK TEST					12/12/2017
PR	_____	001-FIN FINAL INSPECTION	20170826	402 HONEYSUCKLE LN	183		12/19/2017
PR	_____	001-FTG FOOTING	20170840	3111 LAUREN DR	92		12/06/2017
BC	_____	002-FOU FOUNDATION					12/07/2017
BC	_____	003-BKF BACKFILL					12/13/2017
PR	_____	004-ESS ENGINEERING - STORM					12/13/2017
PR	_____	005-ESW ENGINEERING - SEWER / WAT					12/13/2017
BC	_____	007-BSM BASEMENT FLOOR					12/27/2017
BC	_____	008-CRL CRAWL SPACE					12/27/2017
BC	_____	005-BKF BACKFILL	20170841	3161 LAUREN DR	87		12/01/2017
PR	_____	006-PLU PLUMBING - UNDERSLAB					12/06/2017
BC	_____	007-BSM BASEMENT FLOOR Comments1: CRAWL					12/08/2017
BC	_____	008-STP STOOP				12/27/2017	
BC	_____	005-BKF BACKFILL	20170842	505 SHADOW WOOD DR	106		12/01/2017
PR	_____	006-PLU PLUMBING - UNDERSLAB					12/06/2017
BC	_____	007-BSM BASEMENT FLOOR Comments1: CRAWL					12/08/2017
RE	_____	008-PLR PLUMBING - ROUGH					12/27/2017

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 9

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	010-RFR ROUGH FRAMING					12/27/2017
BC	_____	011-REL ROUGH ELECTRICAL					12/27/2017
BC	_____	012-RMC ROUGH MECHANICAL					12/27/2017
BC	_____	013-STP STOOP				12/27/2017	
_____	_____	005-FIN FINAL INSPECTION	20170850	222-224 S BRIDGE ST		12/29/2017	
RE	_____	006-PLF PLUMBING - FINAL OSR READ				12/29/2017	
PR	_____	001-FTG FOOTING	20170877	488 SHADOW WOOD DR	103		12/06/2017
BC	_____	002-FOU FOUNDATION					12/07/2017
BC	_____	003-BKF BACKFILL					12/13/2017
PR	_____	004-ESW ENGINEERING - SEWER / WAT					12/13/2017
PR	_____	005-ESS ENGINEERING - STORM					12/13/2017
PR	_____	006-PLU PLUMBING - UNDERSLAB				12/21/2017	
BC	_____	007-BSM BASEMENT FLOOR Comments1: CRAWL					12/27/2017
BC	_____	008-CRL CRAWL SPACE				12/27/2017	
BC	_____	001-FTG FOOTING	20170880	702 GREENFIELD TURN	99	12/07/2017	
BC	_____	002-BKF BACKFILL Comments1: BRACE WALLS PRIOR TO BACKFILLING					12/22/2017
PR	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20170886	406 W KENDALL DR	8		12/06/2017
BC	_____	002-FIN FINAL INSPECTION				12/12/2017	
BC	_____	001-FTG FOOTING	20170888	941 PURCELL ST	62		12/04/2017
BC	_____	002-FOU FOUNDATION				12/27/2017	
BC	_____	001-FTG FOOTING	20170889	1011 S CARLY CIR	87		12/04/2017
BC	_____	002-FOU FOUNDATION					12/18/2017
BC	_____	003-BKF BACKFILL					12/27/2017

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 10

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	002-FIN FINAL INSPECTION	20170898	706 MORGAN ST			12/07/2017
BC	_____	001-PHF POST HOLE - FENCE	20170899	2478 CATALPA TR	178		12/08/2017
BC	_____	002-FIN FINAL INSPECTION	20170915	4522 HARRISON ST	1121		11/27/2017
BC	_____	001-PHF POST HOLE - FENCE	20170916	1262 DEERPATH DR	230		12/07/2017
BC	_____	002-FIN FINAL INSPECTION					12/14/2017
BC	_____	001-PH POST HOLES / PILES	20170918	1377 SPRING ST	254		12/04/2017
BC	_____	002-FIN FINAL INSPECTION					12/11/2017
PR	_____	001-ESW ENGINEERING - SEWER / WAT	20170920	521 OMAHA DR	4		12/18/2017
BC	_____	002-FTG FOOTING					12/20/2017
BC	_____	001-FIN FINAL INSPECTION	20170923	957 N CARLY CIR	125		12/08/2017
BC	_____	001-PHD POST HOLE - DECK	20170945	1414 ASPEN LN	86		12/20/2017
BC	_____	001-FIN FINAL INSPECTION	20170959	525 SUTTON ST	213		12/18/2017
PR	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20170963	220 HILLCREST AVE			12/19/2017
BC	_____	002-FIN FINAL INSPECTION					12/22/2017
BC	_____	001-PHF POST HOLE - FENCE	20170980	2312 WINTERTHUR GREEN	177		12/15/2017
BC	_____	002-FIN FINAL INSPECTION					12/22/2017

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 11

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE

PERMIT TYPE SUMMARY:		ADD ADDITION			1		
		APT APARTMENT, CONDO			4		
		BDO COMMERCIAL BUILD-OUT			4		
		BIP BUILD INCENTIVE PROGRAM SFD			78		
		COM COMMERCIAL BUILDING			3		
		CRM COMMERCIAL REMODEL			11		
		DCK DECK			1		
		ESN ELECTRIC SIGN			1		
		FNC FENCE			12		
		GEN STAND BY GENERATOR			1		
		PRG PERGOLA			1		
		PTO PATIO / PAVERS			1		
		REP REPAIR			4		
		ROF ROOFING			6		
		SFD SINGLE-FAMILY DETACHED			90		
INSPECTION SUMMARY:		BKF BACKFILL			7		
		BSM BASEMENT FLOOR			6		
		CRL CRAWL SPACE			2		
		EFL ENGINEERING - FINAL INSPECTION			17		
		ESS ENGINEERING - STORM			2		
		ESW ENGINEERING - SEWER / WATER			6		
		FIN FINAL INSPECTION			39		
		FOU FOUNDATION			5		
		FTG FOOTING			9		
		INS INSULATION			10		
		PH POST HOLES / PILES			1		
		PHD POST HOLE - DECK			8		
		PHF POST HOLE - FENCE			4		
		PLF PLUMBING - FINAL OSR READY			20		
		PLR PLUMBING - ROUGH			15		
		PLU PLUMBING - UNDERSLAB			4		
		PPS PRE-POUR, SLAB ON GRADE			2		
		PWK PRIVATE WALKS			8		
		REI REINSPECTION			1		
		REL ROUGH ELECTRICAL			16		
		RFR ROUGH FRAMING			16		
		RMC ROUGH MECHANICAL			13		
		ROF ROOF UNDERLAYMENT ICE & WATER			2		
		STK STACK TEST			1		
		STP STOOP			4		
INSPECTOR SUMMARY:					4		
		BC BOB CREADEUR			91		
		PR PETER RATOS			97		
		RE RANDY ERICKSON			8		

DATE: 01/02/2018
TIME: 10:28:05
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

INSPECTIONS SCHEDULED FROM 12/01/2017 TO 12/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE

		TK	TOM KONEN		18		
STATUS SUMMARY:		C			1		
		C	BC		14		
		C	PR		12		
		C	TK		2		
		I			3		
		I	BC		76		
		I	PR		64		
		I	RE		6		
		I	TK		3		
		T	BC		1		
		T	PR		21		
		T	RE		2		
		T	TK		13		
REPORT SUMMARY:					218		



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

Agenda Item Number

New Business #3

Tracking Number

EDC 2018-11

Agenda Item Summary Memo

Title: Property Maintenance Report for December 2017

Meeting and Date: Economic Development Committee – February 6, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Pete Ratos Community Development
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



Memorandum

To: Economic Development Committee
From: Pete Ratos, Code Official
CC: Bart Olson, Krysti Barksdale-Noble, Lisa Pickering
Date: December 28, 2017
Subject: December Property Maintenance

Property Maintenance Report December 2017

Adjudication:

4 Property Maintenance Cases were heard in December

12/04/2017

N 3581	1008 Sunset Ave	Vehicles on Property	Dismissed
N 3582	507 Heustis St	Vehicles on Property	Liabe \$75

12/18/2017

N 3584	Routes 34 & 47	Prohibited Signs	Liabe \$75
N 3583	1056 Stillwater Dr	Vehicles on Property	Liabe \$100

Case Report

12/01/2017 - 12/31/2017

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATION	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING	FINDINGS
20180000	12/29/2017								
20170507	12/21/2017	1945 Marketview Dr	Work with out a permit	IN VIOLATION	12/22/2017				
20170506	12/21/2017	902 Canyon Trl	Off street parking & junk	IN VIOLATION	12/22/2017				
20170505	12/20/2017	2029 Raintree Rd	Vehicle	IN VIOLATION	12/21/2017				
20170504	12/20/2017	687 Parkside Ln	Vehicle	IN VIOLATION	12/21/2017				
20170503	12/20/2017	723 Kentshire Dr	Vehicle	PENDING					
20170502	12/20/2017	322 Sutton St	Off Street Parking	IN VIOLATION	12/21/2017				
20170501	12/20/2017	0208100006	NOXIOUS ODOR COMING FROM GREEN ORGANICS	REPEAT COMPLAINT					
20170500	12/19/2017	0208100006	NOXIOUS ODOR COMING FROM GREEN ORGANICS	REPEAT COMPLAINT					
20170499	12/18/2017	706 S State St	Unsafe Building	IN VIOLATION			12/18/2017	1/22/2018	
20170498	12/15/2017	1315 Willow way	Boat	IN VIOLATION	12/18/2017				
20170497	12/15/2017	1223 Willow way	Off Street Parking	IN VIOLATION	12/18/2017				
20170496	12/15/2017	1207 Evergreen Ln	Boat Trailer	PENDING					
20170495	12/15/2017	1303 Evergreen Ln	Boats	IN VIOLATION	12/18/2017				
20170494	12/15/2017	1305 Evergreen Ln	Boats	IN VIOLATION	12/18/2017				
20170493	12/15/2017	1319 Evergreen Ln	Off Street Parking	IN VIOLATION	12/18/2017				
20170492	12/15/2017	1612 Cypress Ln	Off Street Parking	IN VIOLATION	12/18/2017				

20170491	12/14/2017	101 Colonial Pkwy	Vehicle	PENDING					
20170490	12/11/2017	506 W Hydraulic	Handrails	IN VIOLATION	12/13/2017				
20170489	12/11/2017	Caledonia	SNIPES SIGNS	CLOSED					
20170488	12/7/2017	129 Commercial Dr Unit 4	Work with out a permit	IN VIOLATION	12/7/2017				
20170487	12/7/2017	1074 Hampton Ln	Work with out a permit	CLOSED	12/7/2017	COMPLIANT			
20170486	12/7/2017	4565 Gardiner Ave	Work with out a permit	CLOSED	12/7/2017	COMPLIANT			
20170485	12/7/2017	4562 Gardiner Ave	Work with out a permit	IN VIOLATION	12/7/2017				
20170484	12/7/2017	4561 Gardiner Ave	Work with out a permit	IN VIOLATION	12/7/2017				
20170483	12/6/2017	605 Hesutis St	dead tree	PENDING					
20170482	12/6/2017	Burr Ct	Trash	PENDING					
20170481	12/5/2017	1155 N Bridge St	Certificate of Occupancy	IN VIOLATION	12/5/2017				
20170480	12/4/2017	407 Adams St	Vehicles	IN VIOLATION	12/6/2017				
20170479	12/4/2017	208 W Ridge St	Junk	IN VIOLATION	12/6/2017				
20170478	12/4/2017	514 W Washington St	Vehicle	IN VIOLATION	12/6/2017				
20170477	12/4/2017	512 W Washington St	Vehicle	IN VIOLATION	12/6/2017				
20170476	12/4/2017	107 E Washington St	Vehicle	IN VIOLATION	12/6/2017				
20170475	12/4/2017	610 Heustis St	Off Street Parking	IN VIOLATION	12/6/2017				
20170474	12/4/2017	605 Heustis St	Vehicle	CLOSED					
20170473	12/4/2017	708 Mill St	Off Street Parking	IN VIOLATION	12/13/2017				

Total Records: 36

1/2/2018



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

Agenda Item Number

New Business #4

Tracking Number

EDC 2018-12

Agenda Item Summary Memo

Title: Economic Development Report for January 2018

Meeting and Date: Economic Development Committee – February 6, 2018

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



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

Monthly Report – for February 2018 EDC Meeting of the United City of Yorkville

January 2018 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.
- Work continues with Imperial Investments on future mixed use development. YPAC is now open, and Capitano's Deli & Old Fashion Sweets hopes to be open in the spring.
- Working with other small businesses looking at opportunities in the Downtown.

Development south of Fox River:

- Continue working with Eleno Silva, who will complete the partially completed building at Stagecoach Crossing to open a banquet facility. Mr. Silva has submitted his exterior plans and is eager to begin exterior work. His goal remains to be open by the fall of 2018.
- Continue to identify potential grocery store operators, who may have an interest Yorkville.

Development north of the Fox River:

- Kendall Crossing...Construction is moving along on the Holiday Inn Express and Banquet Facility. Sonny Shah is finalizing plans with an architect for the banquet facility.
- Working with an existing Yorkville business that is working on plans for expansion on their current sites. This business has been a successful and active business member of Yorkville. I anticipate that formal announcements of this business expansion will take place very soon.
- Kendall Marketplace...Working with Alex Berman (owner) to identify potential additional development on the project. The junior box is continuing to negotiate their lease.
- Working with Midwest Environmental Consulting Services, who has purchased the former "THE National Bank" building at Route 47 and Cannonball Trail. This longtime Yorkville business will be moving their business from their current location on Route 47 and Bonnie Lane, which is south of Route 71. It is their desire to move into their new home, as soon as possible.
- Continue to work with two National restaurants chains are looking closely at Yorkville. While I am unable to disclose the names of these two very familiar chains, I can state that one has put a piece of property under contract and is completing their due diligence. The other has narrowed their search to three sites.
- Working with Salerno's Red Hots, who will be opening in the "A" frame building on the northeast corner of Route 47 and Route 34. It is the owner's desire to be open no later than sometime in March.

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. I hope to be able to report more specifics in the next 30 to 60 days.
- 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.

Other Activity:

- Attended local taxing body meetings with Bart Olson to roll out the extension of the downtown TIF.
- Appeared on WSPY TV Interview with Krsyti Barksdale-Nobel to showcase development and opportunity in Yorkville.
- Met with Andy Hamilton and Warren Ribley to discuss UIRVDA programs.

Respectfully submitted,

Lynn Dubajic
651 Prairie Pointe Drive, Suite 102
Yorkville, IL 60560
lynn@dlkllc.com
630-209-7151 cell



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

Agenda Item Number

New Business #5

Tracking Number

EDC 2018-13

Agenda Item Summary Memo

Title: Annual Foreclosure Tracking

Meeting and Date: Economic Development Committee – February 6, 2018

Synopsis: Annual update on newly filed foreclosures from calendar year 2017

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: _____

Council Action Requested: _____

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

Agenda Item Notes:

See attached memo. Informational Item.

Have a question or comment about this agenda item?

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



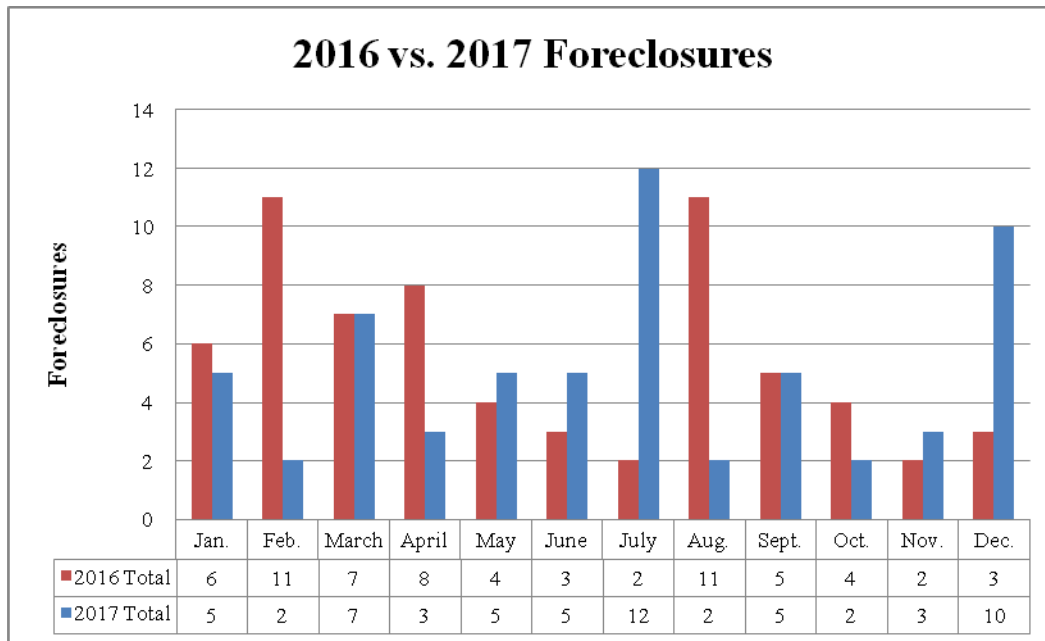
Memorandum

To: Economic Development Committee
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: January 8, 2017
Subject: Annual Foreclosure Update – Calendar Year 2017

Below is the foreclosure comparison from calendar year 2017. These results are compared to the same months for 2016 and all data is provided by <http://www.public-record.com>. Based on these results, the total number of foreclosures decreased slightly from 66 in CY 2016 to 61 in CY 2017. The following graphs illustrate the trend in foreclosures month by month for 2016 and 2017. It also breaks down the amount of foreclosures by ward, subdivision and property type (residential, commercial, vacant land, etc).

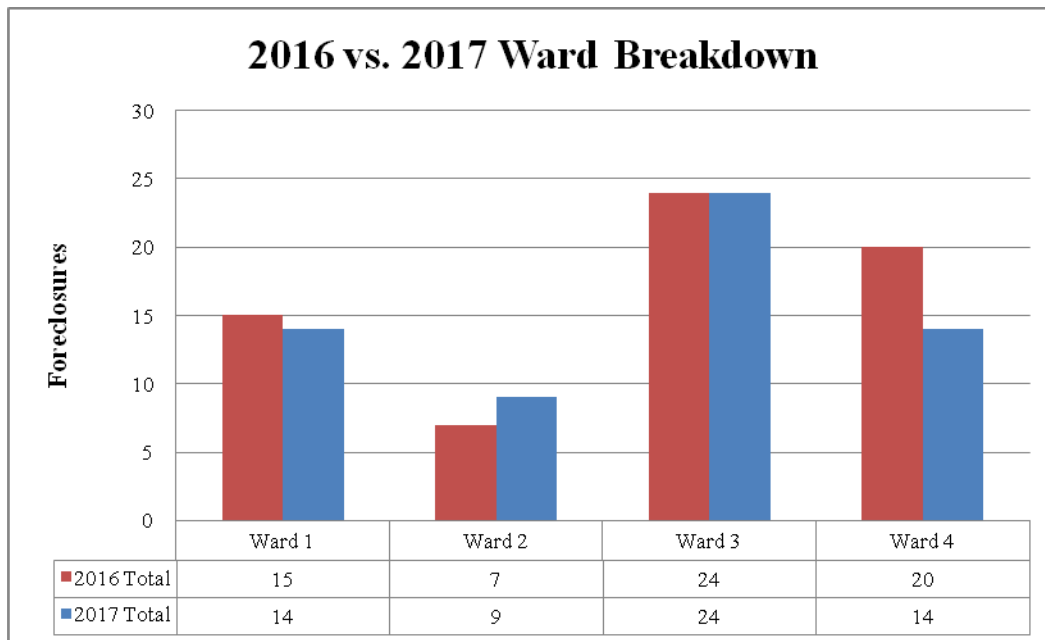
Month Breakdown:

- The number of total foreclosures from 2016 to 2017 decreased by approximately 7.5%. In total, there were 66 newly filed foreclosures in 2016 and 61 in 2017, a decrease by five (5) less filings. While this represents a marginal decline in new foreclosure filings, the overall effect appears to represent stabilization in the housing market for Yorkville.



Ward Breakdown:

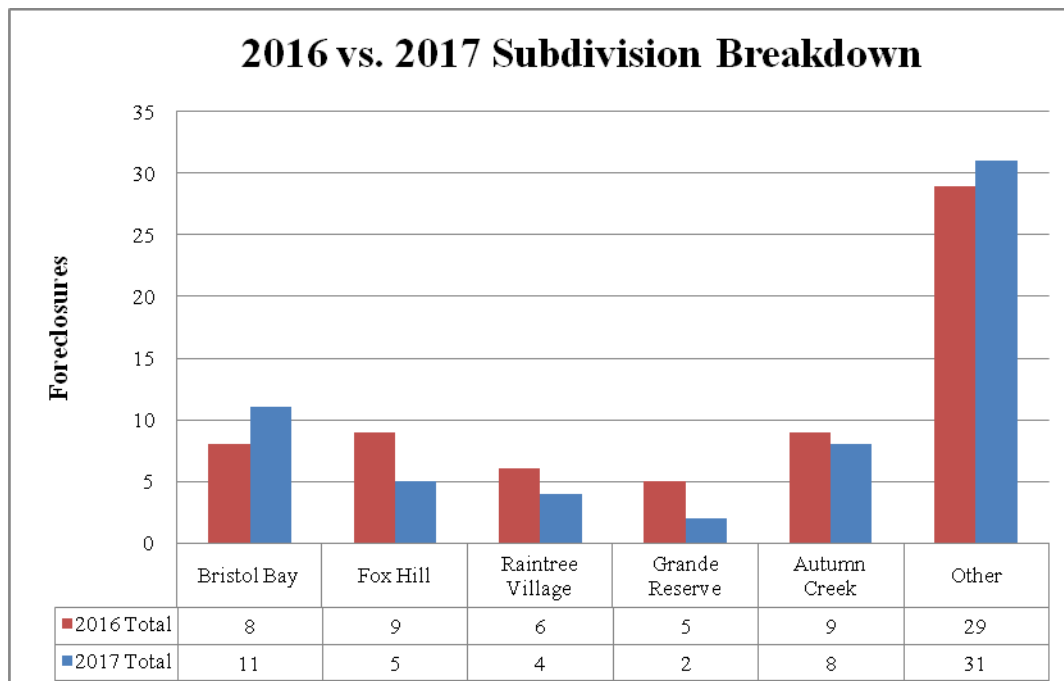
- As indicated in the graph below, Ward 3 has had the most foreclosures in both 2016 and 2017. While the newly-filed foreclosures increased slightly in Ward 1 and significantly in Ward 4 during calendar year 2017 versus 2016, Ward 2 experienced a modest increase in calendar year 2017 and remained the same in Ward 3. The decrease of about six (6) foreclosures in Ward 4 and one (1) in Ward 1 from 2016 to 2017 balanced out the increase in Ward 2 (+2) to reduce the total number of newly filed foreclosures by five (5) from 66 in 2016 to 61 in 2017.



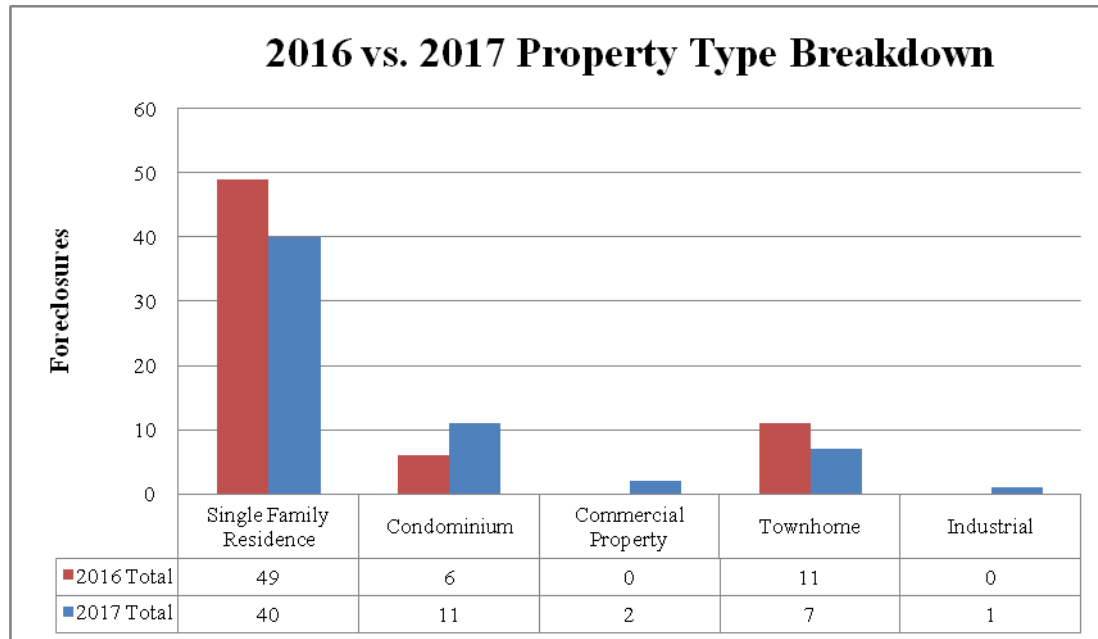
Subdivision Breakdown:

There were numerous subdivisions throughout the City that recorded newly filed foreclosures. Staff took the top five subdivisions for a comparison and grouped all other subdivisions into the “Other” category.

- As indicated in the graph below, Autumn Creek and Fox Hill tied for the highest amount of newly filed foreclosures in 2016 with nine (9) each. However in 2017, Bristol Bay had the highest foreclosures with a total of eleven (11). All other subdivisions, Fox Hill, Raintree Village, Grande Reserve and Autumn Creek saw an overall decrease in newly filed foreclosures.



Property Type Breakdown:

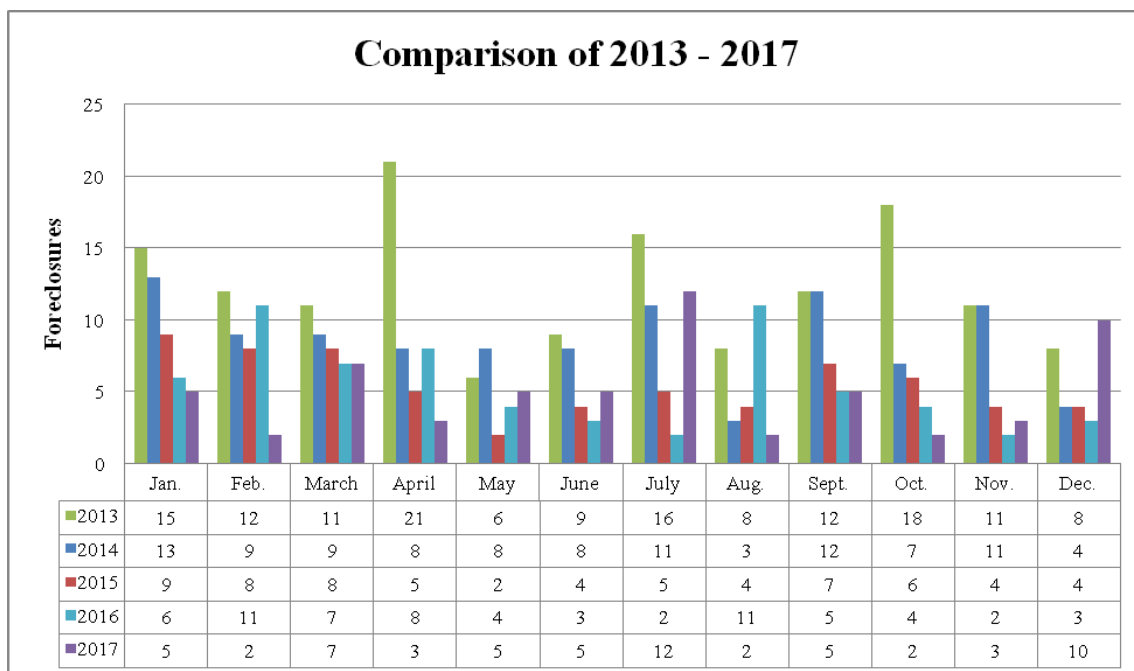


- As indicated in the graph above, Single Family Residential properties remains the most foreclosed upon unit type in Yorkville with a nominal decrease in calendar year 2017, down nine (9) from 2016. The Townhome segment also saw a marginal decrease in 2017, while the number of Condominiums foreclosed upon increased by approximately five (5) or 55% in 2017.

Summary

Month Breakdown:

The monthly breakdown of foreclosures indicates a fluctuating pattern from month to month in years 2016 and 2017, where year 2015 indicated a steady decrease the first half of the year and then a slight increase with a leveling off towards the end of the year.



Ward Breakdown:

Ward 3 remains as having the highest amount of newly filed foreclosures of all the wards in Yorkville. Fox Hill, Bristol Bay and Whispering Meadows are a couple of the larger subdivisions within Ward 3, which would indicate the reason for the higher amount of foreclosures. Ward 4 and Ward 1 tied for a close second in foreclosures. Ward 2 had the fewest amount of newly filed foreclosures in 2017, although it experienced a slight uptick in new filings. Ward 2 is generally located within the downtown/older part of town and would indicate a stronger stability in the foreclosure market.

Subdivision Breakdown:

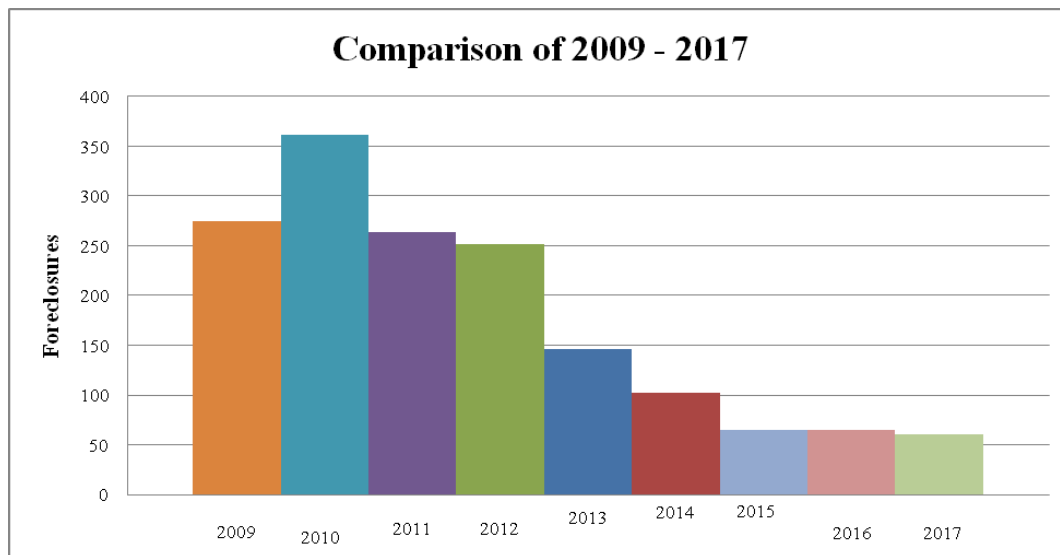
Bristol Bay had the highest amount of newly file foreclosures in calendar year 2017 which is understandable with its mix of single family residences, townhomes and condominiums. Therefore, it would point towards a higher rate of foreclosures compared to other subdivisions. However it is important to note the foreclosures decreased for all the other larger subdivisions, such as Autumn Creek, Raintree Village, Fox Hill and Grande Reserve. Staff will continue to closely monitor the Bristol Bay subdivision for any future trends in significant increases or decreases in foreclosures.

Property Type Breakdown:

The largest amount of newly filed foreclosures in calendar year 2017 was single family residences. Since a majority of the housing stock in Yorkville is single family detached, this statistic is anticipated.

Future Trends:

According to RealtyTrac (<http://www.realtytrac.com/statsandtrends/foreclosurerends/il>), Illinois has a newly filed foreclosure rate of 1 in every 1,196 (down from 1 in every 1,036 in 2016). Kendall County is ranked #4 in the top 5 counties with the highest rates of foreclosures in Illinois. In November 2017, Kendall County had a newly filed foreclosure rate of 1 in every 825 homes which just behind Boone County (1 in every 712), Will County (1 in every 701) and Winnebago County (1 in every 676). Expectations are that the foreclosures will continue to level off or decrease in 2018 as compared to 2017. Below are graphs illustrating the trend of foreclosures in Yorkville for calendar years 2009 to 2017.





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

Agenda Item Number

New Business #6

Tracking Number

EDC 2018-14

Agenda Item Summary Memo

Title: Manufacturing and Industrial City Council Goal Action Plans

Meeting and Date: Economic Development Committee - February 6, 2018

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required:

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Economic Development Committee
From: Bart Olson, City Administrator
CC:
Date: January 31, 2018
Subject: Manufacturing and Industrial City Council Goal Action Plans

Summary

Review of staff proposals for action plans related to the City Council's highest priority goal, Manufacturing and Industrial development.

Background

This item was last discussed by the City Council during the October 14th Goal Setting Session. At that meeting, the City Council tallied votes on various goals and priorities. The top aggregate priority for the City Council is manufacturing and industrial development. The City Council reviewed action plans at that meeting for all goals, including manufacturing and industrial development. Because manufacturing and industrial development was the #4 goal the year prior, the action plan contained only three bullet points. The excerpt from the goal memo is as follows:

Goal 4: Manufacturing and Industrial

The City has made several steps forward with positive recruitment in manufacturing and industrial development. Some of those steps include the approval of the Enterprise Zone for the Eldamain project area for the ADM project. While the City was not successful in landing the ADM project, the discussions we had involving infrastructure with Nicor, ComEd, BNSF, and the City's water and sewer extensions will be useful for the next prospective candidate. As a reminder, the cost estimates to extend water and sewer service to the site are attached. In short, we discovered that even a large user like ADM, who would have been the City's largest water user by far, would not have generated enough water revenue to singularly justify a water extension. The City would have been forced to either secure other development in the area, or would have had to build the infrastructure and hoped further developer would come at a later date.

One of the tangents of the BNSF discussions of the ADM project was explored fully when Assistant Administrator Willrett joined the City last year. She had previous knowledge of BNSF's Site Certification process. Since last year, she has been investigating how the City could be eligible for the BNSF Site Certification process. This process allows the future industrial/manufacturing area to be set-up for future BNSF service and spurs with approvals already on the rail.

Finally, our discovery of the enterprise zone process through UIRVDA continues to produce benefits. Economic Development Director Lynn Dubajic and City staff have met with other commercial and industrial entities, including Wrigley, about utilizing the UIRVDA enterprise zone should they expand.

Proposed action plan

- a. Continue with the information gathering on the BNSF Site Certification process. The next steps include meeting with BNSF officials and submitting an application for the Eldamain and Wrigley sites. These next steps would expect to occur over the next 12 months, and the BNSF Site Certification process, should we be approved, would take 1-2 years to complete.*
- b. Market the Eldamain Road Project area. This could involve a special meeting of stakeholders in the area of owners and interested developers to call out the needs and challenges of developing in this location, including a presentation of the utility expansion plan uncovered by the ADM project. Staff will research low interest loans and fully evaluate funding options to create a plan to extend public services to this area. We would expect to meet with property owners in the next 3-6 months and produce a report on funding options to the City Council in the same timeframe.*
- c. Meet with interested developers on an as needed basis to discuss the enterprise zone process.*

Since the review and approval of those bulletpoints, staff has met to discuss additional action plans for the manufacturing and industrial development goal. The following is a summarized list of suggested changes or additions:

1. Providing additional information regarding bulletpoint for Market the Eldamain Road project area.

Taking a page from the Project Pace and ADM due diligence questionnaire, we would propose that the marketing plan for the Eldamain Road project area (and any future industrial and manufacturing areas) contain the following information: GIS ESRI layer for the property; registration on the LOIS system, Location One system, and DCEO system; zoning data; utility data, including location and capacity; traffic counts of surrounding highways; property taxes and EAV; most recent publicly available land price; contact info for property inquiries; adjacent land uses; airport and highway distances; information about UIRVDA enterprise zones; community demographics; city official contact info; desired land-uses and business types, and potential incentives; local amenities; school district info; community college info and other workforce development options; related information from Sections 5 and 6 of the City's comprehensive plan.

2. New initiative – Help retain existing businesses

The goal of each one of these plans would be to engage with all businesses – from those that are highly engaged in the community to those that are not. We think issues can be surfaced and addressed proactively if the businesses have a chance to communicate with the City. For instance, the zoning code amendment for cross-fit businesses in the manufacturing zoning districts could have been raised and addressed prior to any business decisions.

Proposed action plan

- Conduct focus groups, based on location (one group for Fox Industrial, one for the Wrigley/Boombah area), with intent to take stock of their current operations and ways the City can help or even just remove barriers. Draft agenda is attached. Attendee lists drafted by early Summer 2018, meetings to be held in Fall 2018 or earlier.

- Have the City's Economic Development Consultant reach out to existing businesses that have maintained a relative-low profile for one-on-one meetings with City staff, and for businesses that are deemed a high priority by City Council (either because of their use-type, their potential to expand, their possibility to leave, or other priorities). Begins immediately, continues throughout the year based on response from businesses.
- Conduct an open house, meet-and-greet, or social meeting for businesses to attend and get to know City officials and staff. Event can be conducted after the focus groups are held – in the scenario where the focus groups are very well attended, this proposal may be unnecessary.

3. New initiative – Workforce development

Assistant City Administrator Willrett has reached out to the Illinois Manufacturing Excellence Center, and spoken to their Regional Manager, Stephen Schiera. Stephen has been in touch with Lynn Dubajic throughout the years, as well. IMEC has lists of businesses within the area, along with contact information for each business, and has anecdotal information from some of the businesses about successful workforce development initiatives in the area.

Proposed action plan

- Meet with Mr. Schiera to receive anecdotal information from existing area businesses and to have him review the City Council goal action plans for manufacturing and industrial development. Expected meeting in March 2018.
- Discuss Schiera recommendations for workforce development with the State, Waubensee Community College, and/or public universities in Summer 2018.

4. New initiative – YBSD plant capacity

YBSD was planning to expand in the late 2000s before the recession hit. They have operated without a property tax levy for a number of years and rely primarily on user fees, which were increased years ago to pay off existing and projected debt – some which never materialized. As a result, they have a modest amount of capacity and large amount of cash for the next plant expansion.

Proposed Action Plan

- Schedule a meeting with YBSD staff to go over long-term YBSD strategic plan in Spring 2018. Bring information back to a future Economic Development Committee, including City analysis of YBSD operational and financial issues.

5. New initiative – Metra station and railyard status

A decade ago, BNSF used a federal earmark to open an extension study for the BNSF line to a planned Oswego/Orchard Rd station. As a result of that study, the BNSF officials that the surrounding land uses would not be compatible with a large commuter rail railyard that must exist at the terminus of a railyard. As a result, a Yorkville station and railyard became necessary. After Plano and Sandwich officials interjected with their desire to have a station on the BNSF line, BNSF opened an engineering study to look at the line terminus. That study began in August 2016 and was expected to conclude in August 2018. Due to Metra funding issues and requests from other Metra lines for extension funding, Metra has commenced a study to look at region-wide service extensions. The conclusion of all Metra extension studies is necessary for Yorkville land-use planning, as the location of a large railyard will significantly change our planning for adjacent properties.

Proposed action plan

- Follow up with Metra officials for updated timing of conclusion of extension studies in Spring 2018. Participate in meetings as necessary. Conduct comprehensive land-use plan revisions if necessary.

6. New initiative – Utility expansion concept plans

One of the benefits of the ADM recruitment was utility expansion planning and cost estimates for City utilities in the adjacent area. The City tasked EEI with coming up with possible utility routes and cost estimates for water and sewer, and subsequently determined that it would cost ~\$5m for water and sewer utilities to be extended to the Eldamain Road corridor. We propose to conduct similar high-level route planning and cost estimates for other manufacturing and industrial areas of the City for future development.

Proposed action plan

- Identify areas for utility expansion planning with the Economic Development Committee in Spring 2018.
- Conduct the route planning and cost estimates in said areas in Summer 2018

7. New initiative – Nicor and ComEd status

Nicor and ComEd government representatives meet with City staff annually to go over annual service delivery information and talk about system maintenance and improvements. The focus tends to be more on the maintenance and service delivery side, rather than discussing capacity or service extensions. We propose to call system capacity and capital project review meetings with each of Nicor and ComEd, so that we have the most accurate information and so they are aware of our development recruitment efforts.

Proposed action plan

- Meet with ComEd and Nicor (separately) to discuss capacity and improvements related to manufacturing and industrial developments. Meetings expected to occur in Spring 2018.

8. New initiative – Boundary agreement review with Plano

Much of the Eldamain Road corridor and surrounding area planned for industrial development is in Plano School District limits, even though it is within Yorkville City limits. We think this is incongruous, as it will be the efforts and expenditures of Yorkville residents that will work towards development of the Eldamain Road area and it will be the Plano School District who benefits. The City of Yorkville and the City of Plano have a non-school-district boundary agreement that expires in 2019. During the study and negotiation of a renewal, we suggest speaking with the Yorkville School District and Plano School District about the possibility of a common boundary.

Proposed action plan

- Discuss boundaries with school districts. If realignment is possible, continue negotiations with both school districts and City of Plano. If realignment is not possible, renew Plano boundary agreement by the end of 2018.

9. New initiative – Food Hub

Kendall County has had a strong agricultural industry is still home to square miles of some of the best farmland in the world. Food consumption trends have moved towards an emphasis on sustainable, local products, and other areas in Illinois have succeeded in promoting

the link between local farms and retail outlets for produce. Given the area's strength and history in farming, we think there is an opportunity to tie local produce farmers to area retail outlets (or to strengthen the City's Farmer's Markets. Kane County initiated a new program in 2014 with the assistance of a CMAP LTA Grant. The grant focused on ways to use public land to improve local food production options, but the results of the study looked at creating land trusts to protect private land for farming, and setting up a distribution hub for local farmers, among other initiatives. We would propose to analyze the implemented program in Kane County, speak with other regional stakeholders and come up with further recommendations about what can be done to promote farming and produce related manufacturing and agriculture.

Proposed action plan

- Ask a representative of the Growing for Kane program to meet with staff to go over existing status of the program. Identify ways Kendall County could either partner with Kane County or create a similar program in Kendall County. Recommendations expected by Fall 2018.
- Meet with representatives of Kendall County, Kendall County Farm Bureau, local farmers, farmer's market organizers, and other stakeholders to identify any current food manufacturing initiatives currently taking place in Kendall County. Seek areas of partnerships or growth on existing initiatives, and/or gauge interest in new initiatives. Meetings expected to occur in Summer 2018.
- Meet with the Conservation Foundation and other land-trust-knowledgeable entities about currently available farmland conservation programs. Meetings expected to occur by Summer 2018.

Additional background links

- <https://www.youtube.com/watch?v=Uw7XGvd3jwk&feature=youtu.be>
- <http://www.cmap.illinois.gov/programs/lt/kane-county-food>
- <http://kanecountyconnects.com/2016/08/growing-for-kane-health-impact-assessment-held-up-as-model-for-nation/>
- <http://kanehealth.com/hia.htm>

10. New initiative – Marijuana legalization preparation

Illinois created a program for allowing medical marijuana use in 2013, and the state act included some strict land-use siting and operation provisions for cultivation centers and retail outlets. Subsequently, Yorkville approved an amendment to the zoning code that mimicked the state's provisions for land-use decisions. With full recreational use of marijuana a major issue in the 2018 governor's election, we think it is prudent to do some research on land-use and operational issues for cultivation centers and retail outlets in other state, and present those findings to a committee meeting in the future.

Proposed action plan

- Research operational and development needs of cultivation centers and marijuana retail shops. Analyze existing zoning code and state law on medical marijuana. Make a presentation with recommendations on any City actions by Fall 2018.

11. New initiative – Industrial Development Feasibility Study

Similar to a retail gap analysis study, we propose to put out an RFI to planning firms and organizations for an industrial development feasibility study. The goal of the study would be to

identify industries and users for which the City is in a strong position to attract. A summary of a draft scope is as follows:

Preparation of a market analysis, potential site identification and marketing toolkit of qualitative and quantitative data which can be shared with future property developers. The study should include a review and analysis of existing and future infrastructure/utility needs, demographic and socioeconomic data, labor force characteristics, and other key economic data. It should also include in the final report a marketing strategy with economic incentive handouts and digital format of each identified site.

We think organizations like CMAP and DCEO and companies like Colliers would be interested in responding to the RFI.

Proposed action plan

- Draft an RFI for EDC committee review by Summer 2018.
- Put the RFI out for public response by Fall 2018.
- Review proposals by end of 2018. If a proposal is particularly strong, we could move forward with budgeting and authorization immediately thereafter.

Recommendation

Staff is requesting feedback and additional direction on the draft action plan. When all points are agreed upon, staff recommends approval of the action plan by the full City Council.



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

Agenda Item Number

New Business #7

Tracking Number

EDC 2018-15

Agenda Item Summary Memo

Title: Developer Deposit Report/Ordinance

Meeting and Date: Economic Development Committee - February 6, 2018

Synopsis: Discussion of engineering service fees related to commercial development projects.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required:

Council Action Requested: Feedback and Direction requested.

Submitted by: Krysti J. Barksdale-Noble Community Development
Name Department

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?

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



Memorandum

To: Economic Development Committee
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI, City Engineer
Rob Fredrickson, Finance Director
Date: January 9, 2017
Subject: Developer Deposit Report/Ordinance

Summary

As a result of a recent letter from the developer of the Heartland Meadows subdivision regarding engineering service fees, staff is providing an overview of the historical and current policies for collecting such fees and an analysis of fees paid for recent Yorkville projects. We have also provided a comparison of surrounding communities' practice of charging engineering related fees. It is the intention of staff to have an open discussion with the Economic Development Committee (EDC) of how staff currently requests, administer, and replenish engineering related development fees and deposits for projects and if new procedures should be considered.

Background

In 2002, City Council approved a resolution (Res. 2002-27) establishing the payment of developer deposits and engineering review fees for all land development applications and permits. These fees were implemented to cover the expense of in-house engineering staff to review and administrative services associated with private development.

The resolution assessed Engineering review fees for all new subdivisions, platting and re-platting of existing subdivisions, or for building permit applications where engineering review is necessary.

It also required the fee be charged at time of initial contact to final plat and/or plan approval used to cover all normal city expenses. The breakdown of the fees will be as followed:

FEE	DESCRIPTION	AMOUNT
Engineering Review Fee	Cost for services related to plan reviews.	<ul style="list-style-type: none">• 1.25% of the approved engineer's estimate of cost of all land improvements (public and private)• \$500 deposit for Concept Plan Review
Engineering Deposit	In addition to the plan review fee, this fee is required at time of application for site plan approved based upon the size of the development.	<ul style="list-style-type: none">• <1 acre = \$1,000.00• >1 acre but <10 acres = \$2,500.00• >10 acres but < 40 acres = \$5,000.00• > 40 acres but < 100 acres = \$10,000.00• > 100 acres = \$20,000.00
Administrative/Inspection Fee	Covers costs of services provided by the Public Works Department and Administrative staff. This fee is due prior to recording of Final Plat.	1.75% of the approved engineer's estimate of cost of all land improvements (public and private – including mass earth grading, private storm sewer, parking areas and trails)

Additionally, the resolution allows for the City the right to charge fees on an hourly basis for complex work or time consuming developments with City Council approval, if the time expended on a particular development project exceeds the percentage fees set out above. These fees are also applicable to petitions for map amendments (rezoning), variances and special uses.

Incidentally, in 2006 the City passed Ord. 2006-11 which assessed a subsequent **Coordination Fee of 0.35%** of the engineer's estimate of cost of all land improvements. This fee was used as a pass-

through fee for engineering services related to new subdivisions, platting or replatting of existing subdivisions when completed solely by an outside consultant.

Current Policy Application

The City utilized the above engineering review fee policy from 2002 until early 2011 when all in-house engineering staff was let go and replaced with the current outside consultant, Engineering Enterprise Incorporated (EEI). Since engaging EEI for the City's engineering services, we have honored those developments which prepaid the Administrative/Inspection Fee at time of Final Plat recordation under the former policy and have not charged fees for typical follow-up engineering services, such as site inspections, punch list reviews and letter of credit/bond reduction requests. However, all new requests for engineering related development approvals, plan reviews and inspections are charged at an hourly rate and drawn down upon from an initial deposit submitted by the applicant based upon the schedule established in Resolution 2002-27, as stated in the table above.

Since 2011, every application for a development project requiring engineering plan review and/or inspection services, applicants are required to complete and sign an "Acknowledgement of Financial Responsibility" form. This form explains the initial fee and deposit account process and specifies the deposit account is intended to cover all actual expenses occurred as a result of reviewing and processing their plans or permit request. Periodically throughout the project review/approval process, staff provides the applicant with an invoice summary reflecting the charges made against the account.

At any time the balance of the fund account falls below ten percent (10%) of the original deposit amount, the applicant is requested to provide additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. If replenishment is not made, the City may suspend action on the project or permit until the account is fully refunded. Conversely, if a surplus of funds remains in the deposit account at the completion of the project, the city will refund the balance to the applicant.

Analysis of Recent Projects

Staff has compiled the following tables of all eleven (11) commercial/industrial development projects reviewed by the City's engineering consultant, Engineering Enterprises Incorporated (EEI) during calendar year 2017. The tables compare the fees charged by EEI on an hourly basis versus what would have been charged by the City if in-house engineers used fees in Resolution 2002-27 for completed projects and projects under construction.

Project	Engineering Services	Engineering Fees Charged ¹	Fees If Paid Under Resolution 2002-27	Actual % of EEOC Charged	Remarks
COMPLETED PROJECTS					
Fountainview Subdivision	Plan Review	\$12,291	EEOC = \$479,822	6.20%	Complete. Multiple rounds of plan review required; Construction not completed in a timely manner; multiple punchlist inspections required.
	Construction Svcs.	\$16,426	1.25% x EEOC = \$5,998		
	Expenses	\$665	1.75% x EEOC = \$8,397		
	Sub-consultant	\$484	TOTAL = \$14,395		
	TOTAL	\$29,866			
Yorkville Business Park (Lot 3)	Plan Review	\$5,857	EEOC = \$448,239	3.40%	Complete.
	Construction Svcs.	\$9,036	1.25% x EEOC = \$5,603		
	Expenses	\$353	1.75% x EEOC = \$7,844		
	Sub-consultant	\$203	TOTAL = \$13,447		
	TOTAL	\$15,449			
Kendall Crossing (Lot 3)	Plan Review	\$6,264	EEOC = \$203,365	8.50%	Complete. Increased construction fees due to connections to existing utilities; multiple water main pressure tests failed and had to be re-tested; issue with sanitary sewer connection that took time to resolve.
	Construction Svcs.	\$10,297	1.25% x EEOC = \$2,542		
	Expenses	\$503	1.75% x EEOC = \$3,559		
	Sub-consultant	\$135	TOTAL = \$6,101		
	TOTAL	\$17,199			

¹ Fee includes billed labor, expenses & sub-consultant fee, if any, as of 12/31/2017

203 Commercial Drive	Plan Review	\$1,641	EEOC = \$2,280	147.50%	Complete. EEOC is artificially low, as it only covered erosion control. The overall project required reviews and inspections for grading, stormwater, SESC and landscaping.
	Construction Svcs.	\$1,500	1.25% x EEOC = \$29		
	Expenses	\$34	1.75% x EEOC = \$40		
	Sub-consultant	\$190	TOTAL = \$69		
	TOTAL	\$3,365			

Project	Engineering Services	Engineering Fees Charged ²	Fees If Paid Under Resolution 2002-27	Actual % of EEOC Charged	Remarks
UNDER CONSTRUCTION PROJECTS					
Yorkville Christian HS	Plan Review	\$31,980	EEOC = \$900,000 (est)	4.50%	20% Complete; grading only; Complicated site plan and off-site drainage concerns; Exterior road improvements required; Site plan has had multiple changes; project started and then restarted. SESC on-going concerns
	Construction Svcs.	\$8,445	1.25% x EEOC = \$11,250		
	Expenses	\$398	1.75% x EEOC = \$15,750		
	Sub-consultant	\$0	TOTAL = \$27,000		
	TOTAL	\$40,823			
Heartland Meadows	Plan Review	\$28,359	EEOC = \$2,004,791	2.30%	50-60% Complete; involved extensive city street work to install water main & sanitary sewer services to existing city utilities. Improvements to existing streets required per agreements. Extra inspections required vs normal green development.
	Construction Svcs.	\$15,864	1.25% x EEOC = \$25,060		
	Expenses	\$1,184	1.75% x EEOC = \$35,084		
	Sub-consultant	\$795	TOTAL = \$60,144		
	TOTAL	\$46,202			
KBL Community Center (Go For It Sports)	Plan Review	\$9,309	EEOC = \$905,676	2.30%	95% Complete; minor punchlist work to be completed in the spring.
	Construction Svcs.	\$10,717	1.25% x EEOC = \$11,321		
	Expenses	\$671	1.75% x EEOC = \$15,849		
	Sub-consultant	\$0	TOTAL = \$27,170		
	TOTAL	\$20,697			
Marin Bros. Addition (1951 Rena Lane)	Plan Review	\$3,853	EEOC = \$38,542	16.80%	99% Complete. EEOC is artificially low. The overall project required reviews and inspections for grading, stormwater, SESC and landscaping.
	Construction Svcs.	\$2,296	1.25% x EEOC = \$482		
	Expenses	\$158	1.75% x EEOC = \$674		
	Sub-consultant	\$169	TOTAL = \$1,156		
	TOTAL	\$6,476			
Cedarhurst Living	Plan Review	\$11,663	EEOC = \$819,941	2.80%	80-90% Complete. Multiple rounds of plan review required; majority of work has been inspected.
	Construction Svcs.	\$10,531	1.25% x EEOC = \$10,249		
	Expenses	\$700	1.75% x EEOC = \$14,349		
	Sub-consultant	\$0	TOTAL = \$24,598		
	TOTAL	\$22,894			
Casey's Development	Plan Review	\$8,657	EEOC = \$692,689	1.30%	0% Complete; construction not started. Multiple rounds of plan review required;
	Construction Svcs.	\$0	1.25% x EEOC = \$8,659		
	Expenses	\$0	1.75% x EEOC = \$12,122		
	Sub-consultant	\$238	TOTAL = \$20,781		
	TOTAL	\$8,895			
Holiday Inn (Kendall Crossing)	Plan Review	\$11,570	EEOC = \$636,994	2.20%	20% Complete. Multiple rounds of plan review required;
	Construction Svcs.	\$1,981	1.25% x EEOC = \$7,962		
	Expenses	\$41	1.75% x EEOC = \$11,147		
	Sub-consultant	\$428	TOTAL = \$19,109		
	TOTAL	\$14,020			

Although there are anomalies in both the completed projects and the projects under construction (203 Commercial Drive and Marin Bros. Addition), on average for the completed and near completed projects (excluding the anomalies), the engineering fees billed were approximately **5-6%** of the engineers estimated cost of completion (EEOC) as compared to **3%** if calculated under Resolution 2002-27. While a majority of the fees for these projects exceeded both the estimated plan review and construction services totals under Resolution 2002-27, the reasons for the difference varied depending on the scope of the project, the number of plan reviews needed for approval, artificially low estimates for land improvements,

² Fee includes billed labor, expenses & sub-consultant fee, if any, as of 12/31/2017

or the need for outside consultant review; all of which can only be determined on a project-by-project basis and is not under the control of the reviewing engineer.

Typical Consultant Services

To further articulate the level of services the City is receiving by the engineering consultant as part of the plan review and inspection process, EEI has prepared the attached memo dated January 11, 2018 which lists of typical work items conducted during the course of development from plan review through construction and close-project out. There is also attached a sample plan review check lists for commercial developments.

Additionally, EEI now coordinates the landscaping plan reviews for the City since the departure of Laura Schraw, former Director of Parks and Recreation, who was a registered and licensed landscape architect. The landscape reviews are conducted by a sub-consultant, Planning Resources, Inc. These fees are not accounted for in the hourly billings by EEI, but are rather invoiced separately at a rate of \$95.00/hour and included in the final engineering project bill.

Below is a 2017 fee comparison table of EEI and five (5) other engineering firms active in surrounding communities. The break down is by job title and lists the hourly rate each employee classification charges. In an effort to accurately compare the fee schedules of each firm, some grids within the table may be blank, indicating that particular job title does not exist within the corresponding firm.

Job Classification	EEI (Sugar Grove)	TAI (Chicago)	WBK (St. Charles)	CBBEL (Rosemont)	H.R. Green (Yorkville)	Gewalt Hamilton (Vernon Hills)
Expert Testimony	\$ 225		\$ 250			
Senior Principal	\$ 196	\$ 224	\$ 210	\$ 257		\$ 198
Principal	\$ 191	\$ 224	\$ 210	\$ 232	\$195 to \$280	\$ 198
Senior Project Manager	\$ 185	\$ 214	\$ 185	\$ 191		\$ 172
Project Manager	\$ 168	\$ 189	\$ 169	\$ 155	\$165 to \$250	\$ 170
Senior Project Engineer/Planner/Surveyor II	\$ 155	\$ 179	\$ 142	\$ 152		\$ 168
Senior Project Engineer/Planner/Surveyor I	\$ 145	\$ 166				\$ 148
Project Engineer/Planner/Surveyor	\$ 133	\$ 149		\$ 140		\$ 138
Senior Engineer/Planner/Surveyor	\$ 121	\$ 130	\$ 117	\$ 134		
Engineer/Planner/Surveyor Associate	\$ 111	\$ 105	\$ 98	\$ 110	\$110 to \$180	\$ 118
Engineer/Planner/Surveyor	\$ 100	\$ 110	\$ 84	\$ 110	\$85 to \$ 135	
Senior Project Technician II	\$ 145	\$ 155	\$ 138	\$ 180		\$ 168
Senior Project Technician I	\$ 133	\$ 134	\$ 116	\$ 148	\$95 to \$130	
Project Technician	\$ 121	\$ 122		\$ 133		\$ 124
Senior Technician	\$ 111	\$ 109		\$ 115		\$ 114
Technician	\$ 100	\$ 96	\$ 97		\$45 to \$115	\$ 100
Associate Technician	\$ 87		\$ 81	\$ 59		\$ 74
Engineering/Land Surveying Intern	\$ 82					
GIS Technician	\$ 67			\$ 78		
Administrative Assistant	\$ 80	\$ 75	\$ 62	\$ 98	\$55 to \$115	\$ 62
Sub-consultants	Cost	Cost + 5%	Cost + 10%	Cost + 10%	Cost + 10%	Cost + 10%
Reimbursable Expenses	Cost	Cost + 5%	Cost + 10%	Cost + 12%	Cost + 10%	Cost + 10%
Annual Escalator (NTE)	Notice	5%	5%	5%	Notice	5%

Typically, the majority of the time from EEI's office for general plan reviews and construction services is billed at the Project Engineer rate of \$133/hour. The highest rate billed by EEI is for the Senior Principal (Brad Sanderson) at \$196/hour. Therefore, on average the hourly rate for a project is roughly \$165/hour. If the same is true of the other firms, their average hourly rates would range between \$168/hour to \$199/hour.

Surrounding Community Research

Staff felt it would be beneficial to understand how surrounding and area communities charge for engineering services, either in-house or outsourced, to see if our current practices were in line with theirs.

On the following page is a comparison table of surrounding communities which illustrate how in-house and out-sourced engineering fees are charged.

Municipality	In-House/ Out-Sourced	Engineering Review/ Inspection Fee	Remarks
Aurora	In-House	2.25% of engineers' estimate	Minimum fee \$750. Includes fees for filing, plan review and inspections.
Batavia	In-House	0.75% to 4% of engineers' estimate (higher for smaller projects)	Minimum fee \$50 - \$6,000. Fees are for plan reviews only.
Elburn	Out-sourced	Based on billable hours	Deposit required to establish an escrow account. Minimum of \$1,000.
Montgomery	Out-Sourced	Based on billable hours	Deposit required to establish an escrow account.
Naperville	In-House	Residential- 1.5% of engineers' estimate Commercial- \$46/parking stall (1-50 stalls) \$24/parking stall (51-100 stalls) \$19/parking stall (100+) (minimum \$380 fee)	Commercial plan review is based upon number of parking stalls.
North Aurora	Out-Sourced	Based on billable hours	Deposit required to establish an escrow account.
Oswego	In-House & Out-Sourced	Based on billable hours (when using consultant)	Minimum \$5,000 deposit is required.
Plainfield	In-House & Out-Sourced	Based on billable hours (when using consultant)	Minimum \$5,000 deposit is required.
Plano	Out-Sourced	Based on billable hours	No escrow account required. Invoices are provided to applicant for immediate payment.
Shorewood	Out-Sourced	Based on billable hours	Deposit required to establish an escrow account. Minimum of \$3,000.
Sugar Grove	Out-Sourced	Flat Fee + Billable Hours	Engineering Review & Services flat permit fee varies based on type of development and size (\$480 - \$8,400). Deposit required to establish an escrow account. Minimum of \$10,000.
Sycamore	In-House	Based on billable hours	No deposit required.
Hampshire	Out-Sourced	Based on billable hours	Deposit required to establish an escrow account. Minimum of \$5,000.
Pingree Grove	Out-Sourced	Based on billable hours	No escrow account required. Invoices are provided to applicant for immediate payment.
Yorkville	Out-Sourced	Based on billable hours	Deposit required to establish an escrow account. Minimum of \$1,000.

Staff Comments/Recommendations

From the research and analysis provided above, staff has the following observations:

1. The current engineering minimum deposit of \$1,000 (based on project land area) is too low as compared to other surrounding communities, as well as the type and complexity of the development the City has experienced. The low deposit threshold results in frequent requests by the City for replenishment of funds from the applicant.
2. Current average billable hours for EEI (\$165/hr) are on par or significantly lower than other firms working in surrounding communities, which range between \$168/hour and \$199/hour. Although, depending on the completeness and quality of plans submitted, as well as number of site plan revisions, EEI's billed plan review fees have typically exceed the fee schedule established in Resolution 2002-27. Conversely, EEI's billed inspection fees have been on average less than the fee charged under Resolution 2002-27.
3. For completed and nearly completed projects, the total engineering review fees tend to be 5-6% of the engineer's estimate of construction versus the 3% charged for plan review and inspection services under Resolution 2002-27.
4. For the smaller scale projects (building additions, parking lot expansions, etc) the engineering plan review and inspection fees under Resolution 2002-27 are artificially low, as the determining factor is the engineer's cost for land development which is typically limited to grading, erosion control and some limited landscaping.
5. Due to the loss of in-house staff to perform landscape plan reviews, additional costs are incurred by sub-consultants and passed through on the engineering project fees.
6. Yorkville is consistent with other area communities that out-source engineering plan or inspection services by billing an hourly rate and establishing an escrow account to draw down upon.

Based upon these observations, it is **staff's recommendation** to do the following:

- **Increase the minimum escrow deposit amounts.** The intent is to have the initial deposit cover the cost of an initial due diligence meeting and the generation of first round plan review comments. This deposit would typically be in the range of 1% – 1.5% of the project construction cost for all land improvements. An example of the deposit amount increase is provided below:

Current Engineering Deposit	Proposed Engineering Deposit
• <1 acre = \$1,000.00	• <1 acre = \$5,000.00
• >1 acre but <10 acres = \$2,500.00	• >1 acre but <10 acres = \$12,500.00
• >10 acres but < 40 acres = \$5,000.00	• >10 acres but < 40 acres = \$25,000.00
• > 40 acres but < 100 acres = \$10,000.00	• > 40 acres but < 100 acres = \$50,000.00
• > 100 acres = \$20,000.00	• > 100 acres = \$100,000.00

- **Provide an upfront engineering fee estimate.** This estimate would include the plan review, inspection services and administrative close out fees for the project utilizing a five and one-half percent (5.5%) calculation based on the approved engineer's estimate of construction cost for all land improvements.

A *hypothetical scenario* of how these recommendations would work is below:

Developer A meets with the City staff and engineer to discuss a new project. A copy of the revised engineering deposit schedule is provided to Developer A at the conclusion of the meeting as part of the Commercial Development Packet (see attached). Upon submittal of a development approval application (special use, rezoning, PUD, etc), site grading or building permit, Developer A will have the option of:

- (A) Posting funds for an engineering deposit escrow account based upon the overall acreage of the development site; or

(B) Posting funds for the entire estimated engineering fees for the project based upon 5.5% of the engineer's estimate of construction cost for all land improvements.

In either scenario, the City Engineer will continue to bill the project monthly at an hourly rate whereby the invoices will be paid against the established escrow fund.

The advantage in scenario "A" is the developer would pay a smaller up front deposit, but will likely receive multiple requests for replenishment of the escrow account throughout the development of the project.

The advantage to scenario "B" is although the developer may pay a larger upfront deposit for the engineering plan review, inspection and administrative closeout services, there will be little to no requests for replenishments by the City to the developer throughout the development process.

Additionally, providing the upfront estimate of fees allows the developer to better budget for these soft costs as part of their due diligence phase.

Staff will be available to discuss the analysis provided in this memo and to garner feedback on the preliminary staff recommendations.

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

RESOLUTION NO: 2002- 21

**RESOLUTION AMENDING CITY ORDINANCE WITH REGARD TO PAYMENT OF
DEVELOPER DEPOSITS AND ENGINEERING REVIEW FEES**

WHEREAS, The Mayor and City Council of the United City of Yorkville, having considered the City's expense for review of engineering and land improvements and the provision of certain administrative services associated with private development; and

WHEREAS, this expense is increasing with the growing development in and around the City; and

WHEREAS, the United City of Yorkville has conducted a study with regard to its costs for Engineering Review by the City; and

WHEREAS, the Mayor and City Council consider it to be in the best interests of the community to charge developers a reasonable fee for these costs based upon the actual cost of services rendered by the United City of Yorkville.

NOW THEREFORE, be it resolved by the CITY COUNCIL AND THE MAYOR OF THE UNITED CITY OF YORKVILLE, upon motion duly made, seconded, and approved, that the following fees will be assessed for all future developments in and around the City, as follows:

1. An Engineering Review Fee will be assessed for all new subdivisions, platting or re-platting of existing subdivisions, or for building permit

applications where Engineering review is necessary by City Ordinance, statute, or resolution.

2. The Engineering Review Fee will be charged from the time of initial contact to the time of final plat and plan approval, and will cover all normal city expenses.
3. The Engineering Review Fee will be charged at the rate of 1.25% of the approved engineer's estimate of cost of all land improvements, as defined in the Yorkville Subdivision Ordinance. The developer shall tender a deposit of \$500 upon submittal of the concept plan. Additional deposits required at the time of application for Site Plan approval are due according to the following schedule:
 - A. One (1.00) acre, or any fraction thereof: \$1000.00
 - B. In excess of one (1.00) acre, but not over ten (10.00) acres: \$2500.00
 - C. In excess of ten (10.00) acres, but not over forty (40.00) acres:
\$5000.00
 - D. In excess of forty (40.00) acres, but not over one hundred (100.00) acres: \$10,000.00
 - E. In excess of one hundred (100.00) acres: \$20,000.00
4. An Administration/Inspection Fee will be charged at the rate of 1.75% of the approved Engineering estimate of construction costs of land improvements, including but not limited to, all public improvements to be dedicated to the City, mass earth grading, and quasi-public improvements to be maintained by homeowners' associations, such as private storm sewer, parking areas, and trails.

This fee shall also be used to cover costs of services provided by the Public Works Department and Administrative Staff. This fee will be due prior to recording of Final Plat.

5. The City reserves the right to charge and collect fees on an hourly basis for complex work or time-consuming developments with City Council approval, if the time expended on a particular development project exceeds the percentage fees set out above.
6. Development charges for legal and planning services for projects outlined above that occur within the one and one-half mile planning area, but outside of the City Limits, shall be paid to the City prior to the commencement of annexation, preliminary plat applications being considered, or the time of filing of petitions for zoning, rezoning, variances, or special uses, and shall be charged on an hourly basis at customary City or outside consulting rates as are incurred by the City.
7. In the event that a deposit described in sections 3 and/or 6 above is reduced to a sum of 10 % or less of the original deposit amount, due to monthly billings, the City Administrator shall request an additional deposit in the amount of 100 % of the initial deposit amount, for the future, reasonably-expected sums to be incurred on such projects, unless the City Administrator believes that the remaining balance is sufficient to satisfy any future consultation or staff billing needs.
8. This Ordinance, upon passage, will be effective for all existing or pending developments and for all future developments.

SEVERABILITY: The various parts, sections, and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

REPEALER: Any Ordinance or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

EFFECTIVE DATE: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

MIKE ANDERSON



JOSEPH BESCO



VALERIE BURD



PAUL JAMES



LARRY KOT



MARTY MUNNS



ROSE SPEARS

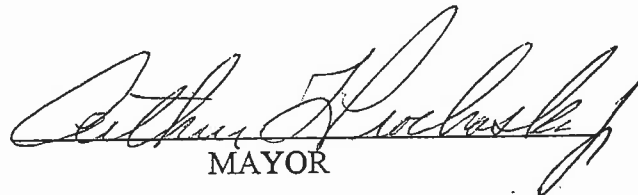


RICHARD STICKA



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,

this 13th Day of August, A.D. 2007.



MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois

this 13th Day of August, A.D. 2007.

Attest: 
CITY CLERK

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

ORDINANCE NO. 2006 - 11

**ORDINANCE AMENDING CITY ORDINANCE WITH REGARD TO PAYMENT OF
COORDINATION FEE**

WHEREAS, the Mayor and City Council of the United City of Yorkville, having considered the City's expense for the cost of City staff time spent coordinating and attending meetings relative to a new development's review being completed by an outside engineering consultant;

WHEREAS, this expense is increasing with the growing development in and around the City; and

WHEREAS, the Mayor and City Council consider it to be in the best interests of the community to charge developers a reasonable fee for these costs based upon the actual cost of services rendered by the United City of Yorkville.

NOW THEREFORE, be it resolved by the CITY COUNCIL AND THE MAYOR OF THE UNITED CITY OF YORKVILLE, upon motion duly made, seconded, and approved, that the following fee will be assessed for all future developments in and around the City, as follows:

1. A Coordination Fee will be assessed for all new subdivisions, platting or re-platting of existing subdivisions or where engineering review is necessary by City ordinance, statute, or Ordinance when the review is completed by an outside engineering consultant.
2. The Coordination Fee will be charged from the time of initial contact to the time of final plat and plan approval, and will cover all normal City expenses.
3. The Coordination Fee will be charge at the rate of 0.35% of the approved engineer's estimate of cost of all land improvements, as defined in the Yorkville Subdivision Control Ordinance, and will be due prior to the recording of the final plat of subdivision.





4. This Ordinance, upon passage, will be effective for all existing or pending developments and for all future developments.

SEVERABILITY: The various parts, sections, and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.





REPEALER: Any Ordinance or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

EFFECTIVE DATE: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

JASON LESLIE
VALERIE BURD
DEAN WOLFER
ROSE SPEARS

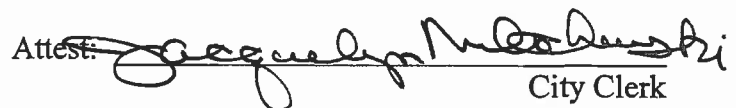
JOSEPH BESCO
PAUL JAMES
MARTY MUNNS
JAMES BOCK

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this 28 day of February, A.D. 2006.


Mayor

PASSED by City Council of the United City of Yorkville, Kendall County, Illinois, this
28 day of February, A.D. 2006.

Attest: 
City Clerk

Prepared by:

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



To: Bart Olson, City Administrator
From: Brad Sanderson, P.E.
Date: January 11, 2018
Re: **Land Development Construction Observation Services**
EEI Job #: YO1800

As requested, we have developed a list of typical work items as it relates to construction activity with land development projects. Typically, our fees range from 1.5 to 3.0 % (higher for smaller projects) of the approved engineer's estimate for these types of services, which includes part-time construction observation. The service level (and fees) are also dependant on the desires of the local community. Some communities require a higher level of expectations and service, while others may require something a little less. In addition, each project has unique issues which may affect the fees charged to the developer and as a result we have noted that our fees do vary from development to development.

Also, to put things in perspective, the Illinois Department of Transportation and the Federal Highway Administration have a cap on construction inspection fees on state and federally funded projects at 15% of construction costs. The logic behind the State/Federal position is that after the improvement is built the State and not the Contractor is responsible for all future life cycle costs. They have determined the need and value for full time inspection to protect the public investment. This concept of course rings true for the City as well since the City and not the developer is responsible for the future life cycle and maintenance costs.

The typical work items associated with land development construction services are as follows:

- Pre-Construction Meeting Coordination and Attendance
- Construction Inspection and Observation
 - Earthwork / Soil Erosion and Sedimentation Control (as required by NPDES Permit)
 - Underground (w/required testing)
 - Water Main
 - Sanitary Sewer
 - Lift Stations / Force Mains
 - Storm Sewer
 - Other



- Roadway
 - Curb and Gutter (w/required testing-IDOT Standard)
 - Aggregate Base Inspection (proof rolls, thickness verification)
 - Bituminous Binder and Base Courses (w/required testing-IDOT Standard)
 - Public Sidewalk and ADA Compliance
- Street Light Inspection
- Landscaping
- Storm Water Management Facility Construction
- Wetlands
- Daily Field Reports Prepared and Distributed
- Private Utility Company Reviews
- Coordination w/Developer and Contractors
- Coordination w/other Agencies as Required
- Coordination w/City Staff as Required
- Addressing Resident Complaints
- Letter of Credit (LOC) / Bond Reductions
- Punchlist Inspections and Letters
- As-Built Reviews
- Sanitary/Storm Sewer Televising Review
- City Atlas Map Updates
- City Water Model Updates
- Acceptance and GASB 34 Documentation

Also for your information, we have attached a memo of understanding for Commercial/Industrial Site Inspections between our office and the building department, dated April 17, 2014. We have also attached copies of our construction observation checklists that have been developed, which generally detail what our staff is investigating when they perform site visits.

If you have any questions on the provided material or if you need additional information, please let me know.

pc: Krysti Barksdale-Noble, Community Development Director
Eric Dhuse, Director of Public Works
JAM, EEI



Memorandum

To: Krysti Barksdale-Noble, Community Dev. Dir.
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Pete Ratos, Building Inspector
Lisa Pickering, Deputy City Clerk

Date: April 17, 2014
Subject: Commercial/Industrial Site Inspections

The purpose of this memo is to define the responsibilities of EEI vs. the Building Department when it comes to construction observation on single lot commercial/industrial developments.

EEI will be responsible for observing the construction of the following items:

- Water service from the water main to the curb box, including tap
- Sanitary service from the sewer main to and including the inspection manhole located outside the building
- Any required testing of the sanitary or water main
- Sidewalk within the City right-of-way, including any handicap ramps
- Driveway entrance and exit aprons located in City right-of-way
- Curb and gutter delineating driveway and parking lot area
- Aggregate and asphalt for the parking lot area – No proof roles required
- Parking lot striping
- Traffic Control Signage
- Landscaping
- Site drainage, including storm sewer
- Soil Erosion and Sedimentation Control

Building Department will be responsible for all other site construction including:

- Water line construction on the building side of the curb box
- Sewer line construction on the building side of the inspection manhole
- Sidewalk construction outside of the City right-of-way, including any handicap ramps
- Parking lot and/or site lighting
- Retaining wall construction
- Stair construction
- Trash enclosures construction
- Building construction
- All other construction not specifically mentioned in this memo

United City of Yorkville Curb and Gutter Checklist

Project _____ Project No. _____

Contractor _____ Date: _____

	ITEM	CHECK	N/A
	CURB AND GUTTER CONSTRUCTION (Section 606)		
1	Air Entrainment shall be 5% - 8%; Slump shall be 2-4 inches		
2	Test cylinders shall be made and tested to ensure minimum compressive strength.		
3	Contraction Joints shall be saw cut according to IDOT Standards (4hrs - 24 hrs)		
4	Sawed joints shall be caulked immediately using polysulfide material		
5	Membrane curing compound shall be IDOT Type 1 Clear Transparent Membrane Curing Compound (sec 1022.01)		
6	Sewer (S) and Water (W) shall be stamped in the face of the curb		
7	All depression locations shall be staked out prior to curb placement. The contractor/owner shall be responsible for the exact locations of the depressions and replacing the curb where any depressions are found in the incorrect location.		
8	All curb depressions for sidewalk ramps are to be constructed according to the IDOT Standard. (424001-07)		
9	All utility trench crossings shall have two #4 Rebar constructed in the curb with a minimum length of 10' on either side of the trench.		
10	Two 18" long, 3/4" diameter smooth dowels required at expansion joints		
11	Concrete shall be tested on the first load and every 50 CY thereafter or additionally as required by the Engineer.		
12	No additional water shall be added to the surface for finishing purposes.		
13	Care shall be taken while broom finishing the surface of the Curb and Gutter.		
14	No painting on curb after completion is allowed in the United City of Yorkville		
15	All concrete curb and gutter shall be constructed according to the Illinois Standard Specifications.		
16	All curb shall be constructed on a minimum of a 4" crushed aggregate base course.		
17	Curb and Gutter can not be constructed on frozen subgrade.		
18	Enusre IDOT protocol is followed for concrete pours below freezing temperatures.		
19	Contractor/owner responsible for curb grades; provide visual inspection and contact contractor/owner if problems are suspected.		
20	No honeycombing or voids will be allowed above or below finished grade.		

United City of Yorkville Paving and Road Construction Checklist

Project _____ Project No. _____

Contractor _____ Date: _____

	ITEM	CHECK	N/A
	ROAD CONSTRUCTION		
1	After Subbase grade is achieved, a proof roll will be performed to determine the stability of the subbase. A representative of the City and/or City Engineer must be in attendance. If necessary, a geotechnical engineer will attend with the City's representative.		
2	The subbase will be string lined to verify proper grade.		
3	Verify proper compaction at structures and pipe crossings.		
4	The contractor/developer will be responsible to provide a truck with the appropriate weight (6 wheeler with weight \geq 12 tons; weight ticket required) to perform the proof roll.		
5	Any unsuitable areas will be marked. It will be the responsibility of the contractor/owner to determine the method of corrective action for the failed areas.		
6	A maximum of 1/2" deflection will be allowed during the subgrade proof roll (this does not include areas that "roll" away from the truck tires).		
7	Any unsuitable material shall be replaced and the failed areas shall be re-proof rolled.		
8	The base course shall be crushed aggregate CA-6 or approved equal. (Section 311)		
9	The base course shall be proof rolled after final grade and compaction has been reached.		
10	No deflection will be allowed on the base course proof roll.		
11	The base course will be string lined to verify proper grade and slope.		
12	Any unsuitable areas will be marked, it will be the responsibility of the contractor/owner to determine the method of corrective action for the failed areas.		
13	Hot-Mix Asphalt Binder and Surface course shall be constructed according to the Illinois "Standard Specification for Road and Bridge Construction" latest edition or as shown on the approved engineering plans. (Section 406)		
14	Air temperature for bituminous binder course must be 40 degrees and rising.		
15	Air temperature for bituminous surface course must be 45 degrees and rising.		
16	Paving will not be allowed during inclement weather.		
17	The hot-mix asphalt binder course shall be cleaned and primed prior to placing the bituminous surface course.		
18	The condition of the hot-mix asphalt binder course will be reviewed by the City Engineer (or representative) prior to the placement of the surface course. Any necessary repairs shall be made prior to surface paving.		
19	The binder course must experience one winter prior to the installation of the surface course unless otherwise improved.		
20	Paving shall be done with equipment in accordance with the Illinois "Standard Specifications for Road and Bridge Construction" (Section 406) .		
21	Pavement and base course thickness' and slopes shall be in accordance with the project plans and specifications.		

United City of Yorkville Sanitary Sewer Checklist

Project _____ Project No. _____

Contractor _____ Date: _____

	Item	CHECK	N/A
	Sanitary Sewer Construction		
1	All Sanitary Sewer shall be constructed in accordance with the "Standard Specifications for Sanitary Sewer Construction in the Yorkville-Bristol Sanitary District".		
2	All CA-6 Trench Backfill shall be compacted to 95% Standard Proctor in maximum 12" lifts using manual equipment.		
3	All Non-Structural Backfill shall be compacted to 85% Standard Proctor.		
4	All Type B lids shall have "City of Yorkville" and "Sanitary" cast into the top, and shall be concealed pickhole type.		
5	Chimney seals to be installed on all sanitary manholes epr City of Yorkville specifications.		
6	Services to be marked with 4x4 Post - Painted Green		
	Sanitary Sewer Testing		
7	All sanitary sewer will be subject to an air exfiltration test, televising test, and deflection test according to the Standard specification for Water and Sewer Main Construction in Illinois.		
8	Vacuum testing of each Manhole shall be carried out according to the "Standard Specifications for Sanitary Sewer Construction in the Yorkville-Bristol Sanitary District".		
9	No manholes will be allowed in pavement, sidewalk or driveways unless shown on approved engineering plans		
10	The inside of all manholes shall be mortared at the joints and around the pipes.		

United City of Yorkville Sidewalk and Driveway Apron Checklist

Project _____ Project No. _____

Contractor _____ Date: _____

	ITEM	CHECK	N/A
	SIDEWALK CONSTRUCTION		
1	Provide a minimum of 4" CA-6 Subbase Granular Material in accordance with Sections 202 and 311 .		
2	The sidewalk shall be 5' wide and shall extend through driveways.		
3	The sidewalk shall be a minimum of 5" in thickness and at all driveway locations shall be a minimum of 6" thick.		
4	The sidewalk shall be constructed 1' from the right-of-way boundary on public property unless directed by the City Engineer.		
5	The concrete shall be Class SI concrete.		
6	Membrane curing compound shall be IDOT Type 1 Clear Transparent Membrane Curing Compound (Section 1020.13)		
7	The surface finish shall be a light broom finish.		
8	No structures or B-Boxes will be allowed in sidewalks or driveways.		
9	The sidewalk shall be constructed with tooled contraction joints at no more than 6' and no less than 4' intervals and be 1" in depth.		
10	Bituminous type expansion joint filler, 1/2" thick and with height equal to the sidewalk thickness shall be provided at all lot lines, cold joints and/or minimum 100' intervals.		
11	Concrete tickets shall be provided to the City or City Engineer		
12	Handicapped Ramps shall be provided at all intersections according to the IDOT Standard Detail and ADA specifications, with the exception that the detectable warning shall be a composite insert per Village Detail. (Section 424)		
13	Cold weather procedures will be enforced in inclement weather.		
14	No additional water may be applied to the surface of the concrete for finishing purposes.		
15	Contractor/Owner responsible to replace any sidewalk damaged by graffiti.		
16	Concrete to be cured and protected for 72 hours prior to use by public.		
	RESIDENTIAL DRIVEWAY CONSTRUCTION		
17	Six (6") inch PCC over six (6) inches of compacted CA-6 limestone or crushed gravel		
18	Two (2) inch HMA surface course over eight (8") inches of compacted CA-6 limestone or crushed gravel.		
	COMMERICAL DRIVEWAY CONSTRUCTION		
19	Eight (8") inch PCC over six (6) inches of compacted CA-6 limestone or crushed gravel		
20	Three (3) inch HMA over eight (10") inches of compacted CA-6 limestone or crushed gravel.		
	TESTING (≥ 50 CU YD or at Engineer's discretion)		
21	Air Content shall be between 5% and 8%		
22	Slump shall be 2"-4"		
23	Minimum strength of 3500 psi		
24	Cast a minimum of 4 test cylinders for every 50 yards of concrete		

United City of Yorkville Storm Sewer Checklist

Project _____ Project No. _____

Contractor _____ Date: _____

	Item	CHECK	N/A
	Storm Sewer Construction		
1	All Storm Sewer within the public right-of-way and easements parallel to and adjacent to public right-of-way shall be reinforced concrete pipe (RCP).		
2	Storm Sewers in rear yards and side yards may be high-density polyethylene (HDPE) of a manufacturer and design, to be approved by the City of Yorkville.		
3	Jogs in Storm Sewer line will not be permitted		
4	Catch Basins shall have a 24" minimum sump unless otherwise marked on the plans		
5	Storm Sewer Manholes shall be precast reinforced concrete ASTM C-478.		
6	All manhole castings, adjusting rings and manhole sections shall be set in butyl rope joint sealant.		
7	All final adjustments of castings will be accomplished by the use of precast adjusting rings set in butyl rope joint sealant.		
8	Total adjusting rings shall be eight (8") inches in height and no more than two (2).		
9	Curb Inlet frames shall be Neenah No. R-32868V, East Jordan No. EV-7520, or approved equal.		
10	All manhole castings shall be Neenah No. R-1030, East Jordan No. 105123, and Type B cover, or approved equal.		
11	All Type B lids shall have "City of Yorkville" and Storm" cast into the top, and shall be concealed pickhole type.		
12	Initial backfill, bedding and haunching material shall be class 1, grade CA 7.		
13	All CA-6 Trench Backfill shall be compacted to 95% Standard Proctor in maximum 12" lifts using manual equipment.		
14	Storm sewer to be televised and videos submitted to the City prior to acceptance.		
15	All Non-Structural Backfill shall be compacted to 85% Standard Proctor.		
16	Construct fillets, benches, and inverts according to plan specifications.		

United City of Yorkville Street Lighting Checklist

Project _____ Project No. _____

Contractor _____ Date: _____

	Item	CHECK	N/A
	Street Lighting		
1	The Contractor/Owner shall be held responsible for coordinating all phases of work and correcting any deficiencies to the satisfaction of the City Engineer.		
2	Each light shall be controlled by a photoelectric control integral to the fixture.		
3	All driveways, street and sidewalk crossovers shall have 2" HD PVC conduit used as raceways for underground cable.		
4	All underground cable shall be installed not less than 2' from the back of the curb and shall be buried at least 30" below the normal finished grade.		
5	All cable on the underground section shall be continuous, and no splicing shall be made underground. All necessary splices shall be made above ground level.		
6	For grounding, a copper-clad ground rod shall be placed at each pole. The rod shall be minimum 5/8-inch diameter, and ten (10') feet long.		
7	For fusing, all underground feeders shall be fused at or below their rated capacity. Each standard shall contain in-line fuse holders, with proper fusing in series with each underground conductor to protect the luminaire located on that pole.		
8	Poles shall be placed as shown on the approved engineering plans.		
	Local Streets Streetlight		
9	Poles shall be 906 B19-AD4, American Concrete Company pole and bracket, or approved equal.		
10	Luminaires shall be mounted 19'9" above the street, shall have a four (4') foot arm.		
11	Luminaires shall be fitted with General Electric Company "Lucalox" high-pressure sodium lamps LU 150/55/D, or approved equal, with GE Company ANSI specifications "S55" high-pressure sodium ballasts (or approved equal) or American Electric 115 15-S-RN-120-R2-DA-4B.		
	Major Collector Streets Streetlight		
12	Poles shall be Stress Crete E340-BPO-G, with Style 210 low rise tapered aluminum davit, or approved equals.		
13	The Davit outreach length shall be eight (8') feet.		
14	Luminaire shall be mounted thirty (30') feet above the street.		
15	Poles shall have an embedment depth of five (5') feet, and be backfilled with CA-6 limestone.		

United City of Yorkville Water Main Checklist

Project _____ Project No. _____

Contractor _____ Date: _____

	Item	CHECK	N/A
	Water Main Construction		
1	All Water Main shall follow the United City of Yorkville's Water Main Construction notes.		
2	All CA-6 Trench Backfill shall be compacted to 95% Standard Proctor in maximum 12" lifts using manual equipment.		
3	All Non-Structural Backfill shall be compacted to 85% Standard Proctor.		
4	Valve Vault Frame - Neenah R-1713 or Equal		
5	Valve Vault Lid - Type B Marked "Water" and "City of Yorkville"		
6	Fire Hydrant location and Valve Vault rim grades are to be installed per approved engineering plans.		
	Water Service		
8	Services to be marked with 4x4 Post - Painted Blue		
9	Water Service B-Box Location shall be staked for location and grade prior to construction.		
10	Water services up to 3" diameter shall be Type "K" Copper conforming to the latest revised specification requirement of ASTM B88. Minimum size for residential units shall be 1" diameter.		
11	All corporation stops shall be McDonalds No. 4701, Mueller H-1500, or Ford F-600.		
12	All curb stops shall be McDonald No. 6104, Mueller H-15154, or Ford B22-333M.		
13	All curb boxes shall be Mueller Minneapolis Pattern B-Boxes similar to McDonald N.5614, or Mueller H-10300.		
14	No B-Boxes to be installed within sidewalks or driveways.		
	Water Main Testing		
15	Pressure Test shall be 150 psi for a two hour duration . 2 psi max loss, leakage based on first 1000 feet.		
16	Flushing - United City of Yorkville is to be Notified		
17	Disinfection - EEI is to be Notified		
18	Sampling - EEI is to be notified		

COMMERCIAL DEVELOPMENT PACKET



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

INTENT AND PURPOSE:

The purpose of this commercial development packet is to inform those seeking to develop a commercial property within the United City of Yorkville. It includes samples of items which will be required for development, permit applications which will need to be completed, and a worksheet to estimate possible fees associated with commercial development. A pre-development informational meeting with City Staff will be required before permits will be issued. Please fill out the forms in this packet and contact the Community Development Department (630-553-4350) to arrange the pre-development meeting.

CONTENTS:

- BUILDING PERMIT FEE ESTIMATE
- LETTER OF CREDIT SAMPLES
- PUBLIC IMPROVEMENT CONSTRUCTION SCHEDULE
- STORMWATER PERMIT APPLICATION
- SUBDIVISION MAINTENANCE BOND SAMPLE
- SURETY BOND SAMPLE
- YORKVILLE BRISTOL SANITARY DISTRICT FORM SAMPLES



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

COMMERCIAL BUILDING PERMIT FEE ESTIMATE

BUILDING PERMIT FEE		TITLE 8 - CHAPTER 10-1A	
<input type="checkbox"/> New Development	\$750.00 + \$0.20 per square foot	TOTAL: \$	
<input type="checkbox"/> Alteration	\$350.00 + \$0.10 per square foot		
<input type="checkbox"/> Addition	\$500.00 + \$0.20 per square foot		
PLAN REVIEW FEE		TITLE 8 - CHAPTER 10-1A	
Plan review fee is based on the size of the building in cubic feet.		TOTAL: \$	
	NEW/ADDITION		ALTERATION
Up to 60,000 cu. ft.	<input type="checkbox"/> \$355.00		<input type="checkbox"/> \$177.50
60,001 to 80,000 cu. ft.	<input type="checkbox"/> \$400.00		<input type="checkbox"/> \$200.00
80,001 to 100,000 cu. ft.	<input type="checkbox"/> \$475.00		<input type="checkbox"/> \$237.50
100,001 to 150,000 cu. ft.	<input type="checkbox"/> \$550.00		<input type="checkbox"/> \$275.00
150,001 to 200,000 cu. ft.	<input type="checkbox"/> \$650.00		<input type="checkbox"/> \$325.00
Over 200,000 cu. ft.	<input type="checkbox"/> \$650.00 + \$6.50 per 10,000 cu. ft. over	<input type="checkbox"/> \$325.00 + \$3.25 per 10,000 cu. ft. over	
ENGINEERING FEE		ORDINANCE 2002-27	
Consultant based fees billed at an hourly rate. Deposit required at the time of application for Site Plan approval are due according to the following schedule:		TOTAL: \$	
<input type="checkbox"/> Up to one (1) acre	\$1,000.00		
<input type="checkbox"/> Over one (1) acre, but not over ten (10) acres	\$2,500.00		
<input type="checkbox"/> Over ten (10) acres, but not over forty (40) acres	\$5,000.00		
<input type="checkbox"/> Over forty (40) acres, but not over one hundred (100) acres	\$10,000.00		
<input type="checkbox"/> In excess of one hundred (100.00) acres	\$20,000.00		
Typical total engineering fees equals 1.75% of total construction cost.		ESTIMATED CONSTRUCTION COST: _____ x 1.75% = _____	
FIRE PROTECTION SYSTEMS		TITLE 8 - CHAPTER 10-1A	
\$115.00 per 10,000 sq. ft. of floor area, or any consultant fees		TOTAL: \$	
FIRE SPRINKLERS		TITLE 8 - CHAPTER 10-1A	
Assumes one (1) head per 225 sq. ft.		TOTAL: \$	
<input type="checkbox"/> Up to 200 sprinkler heads	\$250.00		
<input type="checkbox"/> 201 to 300 sprinkler heads	\$300.00		
<input type="checkbox"/> 301 to 500 sprinkler heads	\$400.00		
<input type="checkbox"/> Over 500 sprinkler heads	\$450.00 + \$0.60 per sprinkler head over 500, or any consultant fees		
PLUMBING INSPECTIONS		TITLE 8 - CHAPTER 10-1D	
\$45.00 each or any consultant fees (Assume 3 inspections: underground; rough; and final)		TOTAL: \$	
SEWER CONNECTION		TITLE 8 - CHAPTER 10-1I	
All nonresidential properties shall be charged a fee based on the total number of drain units times \$400.00 based on use of building. This fee is in addition to all other fees charged by any other entity including sanitary districts.		TOTAL: \$	



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

COMMERCIAL BUILDING PERMIT FEE ESTIMATE

WATER CONNECTION		TITLE 7 - CHAPTER 5-3A
WATER METER SIZE	WATER CONNECTION FEE	TOTAL: \$
<input type="checkbox"/> < 1 inch	\$3,700.00	
<input type="checkbox"/> 1.5 inch	\$4,000.00	
<input type="checkbox"/> 2 inch	\$5,000.00	
<input type="checkbox"/> 3 inch	\$8,000.00	
<input type="checkbox"/> 4 inch	\$15,000.00	
<input type="checkbox"/> 6+ inch	TBD	
WATER CONNECTION		TITLE 8 - CHAPTER 10-11
<input type="checkbox"/> 1st Re-Inspection	\$50.00	TOTAL: \$
<input type="checkbox"/> 2nd Re-Inspection	\$75.00	
<input type="checkbox"/> 3 Or more Re-Inspection	\$100.00 each	
<input type="checkbox"/> Engineering Re-Inspection	\$100.00 each	
TOTAL BUILDING PERMIT FEE ESTIMATE		TITLE 8 - CHAPTER 10-11
To calculate the building permit fee estimate, please add the amounts in all of the blue boxes.		TOTAL: \$

PLEASE NOTE

- Bristol Kendall Fire Department (BKFD) and Yorkville Bristol Sanitary District (YBSD) are outside agencies which conduct separate plan reviews and generate **separate fees to be paid by the permittee**.
- Building plan reviews are typically completed within 1-2 weeks from date of **complete** submittal.
- Site Plan Reviews are conducted by the Engineering Department and are typically completed within 1-2 weeks from date of **complete** submittal.
- Building Plans and Site Plans are reviewed concurrently. Should outsourcing of plan reviews be needed (e.g. alternative energy components), the coordination of such review will be done by the City.
- Building permit inspections can be scheduled with a minimum of 24 – 48 hour notice by calling **630-553-8545**. For larger scale projects, a standing inspection schedule can be established with regular inspections occurring as frequently as daily, weekly or bi-weekly.
- All new developments, including expansion projects, are subject to the recently adopted Stormwater Ordinance (**attached**). Should a project require a new or expanded stormwater basin, it may require the establishment of a back-up Special Service Area (SSA) for future basin maintenance. This process will require a separate public hearing and approval before the City Council.
- A pre-construction meeting is required after issuance of a building permit, but **prior** to construction commencing. Call **630-553-8545** to schedule upon building permit receipt.

(Letterhead of a Bank, Savings and Loan or Mortgage House)

_____, 20__

Mayor and Aldermen
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Development Name or Address
Letter of Credit No.
For Account of
Amount
Date

Dear Mayor and Aldermen:

The undersigned _____ by _____, its' duly
(name of financial institution) (name & title)
authorized agent, hereby establishes and issues this Irrevocable Letter of Credit in favor of the United
City of Yorkville in the amount of \$_____, which represents 120% of the cost of the
work described herein. Such credit is available to be drawn upon by said City upon presentation to
this bank of your demand for payment.

This Letter of Credit is issued for the purpose of guaranteeing the public improvements and erosion
and sediment control, and/or stabilization of disturbed areas in the aforesaid development:

Total engineer's estimate = _____

The costs of the foregoing work are detailed in the attached Engineer's Cost Estimate.
The development is legally described as follows:

See Attached Exhibit "A"

Said work shall be constructed by _____ our customer in accordance with the
plans, specifications, completion schedules and cost estimates prepared by _____.

The undersigned agrees that this Irrevocable Letter of Credit shall remain in full force and effect and
pertain to any and all amendments or modifications which may be made from time to time to the
plans, specifications and cost estimated for said work.

This Irrevocable Letter of Credit shall expire on _____, 20__ provided, however, that the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Irrevocable Letter of Credit shall remain in effect until _____, 20__, without regard to any default in payment of money owed to the issuer by our customer and without regard to other claims which the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Letter of Credit may be renewed by the Issuer or our customer prior to the above expiration date by submitting a new Letter of Credit to the same form and substance as this Letter of Credit to the City Clerk in an amount equal to 120% of the estimated cost to complete and pay for the above described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Letter of Credit:

1. that said Letter of Credit will expire within thirty (30) days and has not been renewed; or
2. that the aforesaid improvements have not been completed by the owner at least thirty (30) days prior to the aforesaid expiration date; or
3. that the owner has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or
4. that the United City of Yorkville has determined that the owner has demonstrated that they will be unable to complete the improvement; or
5. that if more funds are disbursed at this time on order of the owner insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner has been notified that the municipality finds that a breach of the owner's obligations has occurred and has not been cured within a period of thirty (30) days.

The Issuer's obligation to the City is based solely on this Irrevocable Letter of Credit engagement between this financial institution and the City and is not subject to instructions from our customer.

It is recognized that the City will issue a Permit to our customer to proceed with construction upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this financial institution and our customer.

This Irrevocable Letter of Credit sets forth in full the terms of this undertaking between the Issuer and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it

be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Letter of Credit shall be made by presenting the Issuer with a letter from the City Clerk of the United City of Yorkville demanding payment accompanied by the certificate of the City Clerk of the United City of Yorkville certifying the basis for the default and demand on this Letter of Credit.

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the United City of Yorkville certifying that this Letter of Credit may be reduced. Reductions to the Letter of Credit amount shall be in compliance with city resolution and/or policy in effect at the time of reduction.

All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing collection of this Letter of Credit in accordance with its' terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Letter of Credit.

Except as otherwise expressly stated herein, this Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600.

BY: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF ILLINOIS)

) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that
_____, personally known to me to be the _____ of the

(title)

_____, and _____ personally known to me to be the
(name of institution)

(title)

of said institution, and who are personally known to me to be the same persons whose names are
subscribed to the foregoing Letter of Credit as such _____ and _____

(title)

(title)

respectively, and caused the corporate seal of said _____ to be affixed thereto
(name of institution)

pursuant to authority given by the Board of Directors thereof as their free and voluntary acts and as
the free and voluntary act and deed of said institution.

Given under my hand and official seal this ____ day of _____ 20__.

_____, SEAL
Notary Public

(Letterhead of a Bank, Savings and Loan or Mortgage House)

_____, 20__

Mayor and Aldermen
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Development Name or Address
Letter of Credit No.
For Account of
Amount
Date

Gentlemen:

The undersigned _____ by _____, its' duly
(name of financial institution) (name & title)

authorized agent, hereby establishes and issues this Irrevocable Letter of Credit in favor of the City of Yorkville in the amount of \$_____, which represents 120% of the cost of the work described herein. Such credit is available to be drawn upon by said City upon presentation to this bank of your demand for payment.

This Letter of Credit is issued for the purpose of securing and paying for the installation of the following land improvements in the aforesaid development:

DIVISION "A" – SANITARY SEWERS
(engineer's estimate = _____)
DIVISION "B" – WATER MAIN
(engineer's estimate = _____)
DIVISION "C" – STORM SEWERS
(engineer's estimate = _____)
DIVISION "D" – STREETS
(engineer's estimate = _____)
DIVISION "E" - DETENTION BASIN
(engineer's estimate = _____)
DIVISION "F" - MISC. IMPROVEMENTS
(engineer's estimate = _____)

Total engineer's estimate = _____

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.

The development is legally described as follows:

See Attached Exhibit "A"

Said work shall be constructed by _____, our customer, in accordance with the plans, specifications, completion schedules and cost estimates prepared by _____.
(subdivider's engineer)

The undersigned agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimated for said work.

This Irrevocable Letter of Credit shall expire on _____, 20____ provided, however, that the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Irrevocable Letter of Credit shall remain in effect until _____, 20____, without regard to
(expiration date)

any default in payment of money owed to the issuer by our customer and without regard to other claims which the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Letter of Credit may be renewed by the Issuer or our customer prior to the above expiration date by submitting a new Letter of Credit to the same form and substance as this Letter of Credit to the City Clerk in an amount equal to 120% of the estimated cost to complete and pay for the above described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Letter of Credit:

1. that said Letter of Credit will expire within thirty (30) days and has not been renewed;
or
2. that the aforesaid improvements has not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if installation of the private improvements shall be completed before public improvements to service them are available; or
4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvements; or
5. that if more funds are disbursed at this time on order of the owner and/or subdivider

insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

The Issuer's obligation to the City is based solely on this Irrevocable Letter of Credit engagement between this financial institution and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this financial institution and our customer.

This Irrevocable Letter of Credit sets forth in full the terms of this undertaking between the Issuer and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Letter of Credit shall be made by presenting the Issuer with a letter from the City Clerk of the City of Yorkville demanding payment accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Letter of Credit.

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Letter of Credit may be reduced. The outstanding balance of this Letter of Credit shall be the face amount of this Letter of Credit less any amount which is discharged upon certificate of the City clerk; Provided however, the outstanding balance of this Letter of Credit shall not be reduced to less than 20% of the approved engineer's estimate upon which this Letter of Credit is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Letter of Credit has been released by the City Council of Yorkville.

All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing collection of this Letter of Credit in accordance with its' terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Letter of Credit.

Except as otherwise expressly stated herein, this Irrevocable Standby Letter of Credit is subject to the

Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600.

BY: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF ILLINOIS)

) SS

COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the

(title)

_____, and _____ personally known to me to be the _____

(name of institution)

(title)

of said institution, and who are personally known to me to be the same persons whose names are subscribed to the foregoing Letter of Credit as such _____ and _____

(title)

(title)

respectively, and caused the corporate seal of said _____ to be affixed thereto

(name of institution)

pursuant to authority given by the Board of Directors thereof as their free and voluntary acts and as the free and voluntary act and deed of said institution.

Given under my hand and official seal this ____ day of _____ 20__.

Notary Public

SEAL



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

STORMWATER PERMIT APPLICATION

*Please submit completed application to the Engineering Department
with required plans, fees and documents.*

PERMIT FEE: \$100.00	PERMIT NUMBER:	DATE:
APPLICANT/PETITIONER		
NAME:		COMPANY:
MAILING ADDRESS:		
CITY, STATE, ZIP:		TELEPHONE:
EMAIL:		FAX:
PROPERTY OWNER		
<input type="checkbox"/> Please check this box if the property owner is the same as the applicant/petitioner and continue to the next section.		
NAME:		COMPANY:
MAILING ADDRESS:		
CITY, STATE, ZIP:		TELEPHONE:
EMAIL:		FAX:
PROFESSIONAL ENGINEER		
NAME:		COMPANY:
MAILING ADDRESS:		
CITY, STATE, ZIP:		TELEPHONE:
EMAIL:		FAX:
LAND SURVEYOR		
NAME:		COMPANY:
MAILING ADDRESS:		
CITY, STATE, ZIP:		TELEPHONE:
EMAIL:		FAX:



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

ACKNOWLEDGMENT OF PUBLIC IMPROVEMENT CONSTRUCTION SCHEDULE

PROJECT NUMBER:		DATE RECEIVED:	DATE APPROVED:
<p>The Public Improvement Construction (PIC) schedule is required for any new residential subdivision and/or commercial development within the City of Yorkville.</p> <p>The terms of the PIC schedule identifies the public and private improvements required to be constructed, and provides the assurance that the necessary public improvements will be constructed in a manner consistent with the City's established standards in a timely manner and subject to the applicable warranty periods.</p> <p>If approved by the City, the construction schedule may provide for the installation and acceptance of certain improvements in phases. Any phased development plan approved as part of the PIC schedule must be a self-contained area of the overall development consisting of all public improvements necessary to serve that portion of the property to be developed as part of such phase. Reasonable conditions on the phasing of developments may be imposed by the City in order to protect the community and adjacent properties. Proposed phasing plans shall be submitted with a separate PIC schedule for each phase of construction, and no work shall commence on a subsequent phase without completion and acceptance of the prior phase or approval by the City Engineer.</p> <p>The Public Improvement Construction (PIC) schedule also requires the developer and/or owner to provide financial security in the form of an irrevocable letter of credit or bond for the proposed improvements. Financial Security shall be provided to the City prior to and as a condition of the issuance of a site development permit.</p>			
The undersigned Owner agrees to the Public Improvement Construction (PIC) schedule as described below:			
TYPE OF IMPROVEMENT:			
LOCATION/SUBDIVISION:			
LEGAL DESCRIPTION (submit as an attachment)			
APPROVED CONSTRUCTION TIME PERIOD	BEGINNING DATE:		ENDING DATE:
<p>The Approved Engineer's Estimate of Cost (EEOC) or Engineer's Opinion of Probable Costs (EOPC) must be attached to this document. Owner further agrees:</p> <ul style="list-style-type: none">• To install all required public improvements as approved per Title 11 Subdivision Control Ordinance of the United City of Yorkville Municipal Code and the Standard Specifications for Improvements attached hereto.• To pay all fees and costs associated with the development incurred by the City for plan review and processing, inspection, material testing and other engineering services as prescribed by ordinance or in the municipal code.• To install all streets, sewers, water mains, street lights, and other public improvements in a workmanship like manner within four (4) years of initial construction. All public improvements shall be maintained by the subdivider/developer until they are approved and accepted by the City.• To provide proof by title search that all accepted infrastructure is free and clear of all liens and encumbrances.			
ACKNOWLEDGMENT OF PUBLIC IMPROVEMENT CONSTRUCTION (PIC) SCHEDULE			
OWNER/ DEVELOPER NAME:			
ADDRESS:			
CITY, STATE, ZIP:		TELEPHONE:	
EMAIL:		FAX:	
<hr/> Owner/Developer Signature			



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

STORMWATER PERMIT APPLICATION

*Please submit completed application to the Engineering Department
with required plans, fees and documents.*

SITE IMPROVEMENT DETAILS			
SITE ADDRESS:			
DEVELOPMENT NAME:			
PARCEL IDENTIFICATION NUMBER (PIN):			
LEGAL DESCRIPTION:			
1/4 SECTION:	TOWNSHIP:	RANGE:	
LOTS:			
UNIT/PHASE:			
GROSS ACRES:	CUT (CUBIC YARDS):	NUMBER OF BUILDINGS (IF ANY):	
AREA TO BE DISTURBED (SQ. FT.):	FILL (CUBIC YARDS):		
TYPE OF IMPROVEMENT (CHECK ALL THAT APPLY):			
<input type="checkbox"/> Development within a regulatory floodplain or floodplain within property boundary.			
<input type="checkbox"/> Any land disturbing activity performed in a water course or water body.			
<input type="checkbox"/> Fill that will exceed three (3) feet in vertical height as its highest point measured from the natural ground surface.			
<input type="checkbox"/> Any land disturbing activity requiring a site runoff storage facility.			
<input type="checkbox"/> The development disturbs more than 10,000 square feet of ground cover, unless exempt per Section 500.1.A.e.			
DESCRIPTION OF PROPOSED DEVELOPMENT:			
<p>UNDER PENALTY OF INTENTIONAL MISREPRESENTATION AND/OR PERJURY, I declare that I have examined and/or made this application and it is true and correct to the best of my knowledge and belief. I agree to construct said improvement(s) in compliance with all provisions of the applicable ordinances. I realize that the information that I have affirmed hereon forms a basis for the issuance of the stormwater management permit(s) herein applied for and approval of plans in connection therewith shall not be construed to permit any construction upon said premises or use thereof in violation of any provision of any applicable ordinance or to excuse the owner or his/her successors in title from complying therewith.</p>			
SIGNATURE OF APPLICANT		SIGNATURE OF OWNER	
DATE		DATE	



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

STORMWATER PERMIT APPLICATION

*Please submit completed application to the Engineering Department
with required plans, fees and documents.*

REQUIRED DOCUMENTS FOR STORMWATER PERMIT ISSUANCE

Please review and check that all the following documents, calculations, and agency approvals are submitted with your permit application.

DOCUMENTS:

(refer to article 5 of Stormwater Ordinance for full list of required documents)

☐ PROJECT OVERVIEW PLAN

- A location map or description providing township, range and nearest roadways
- Acreage and zoning of property area
- Property area lines and dimensions including right-of-ways, easements, and setback lines
- Existing and proposed site conditions including buildings, roads, impervious surfaces, and ground elevations where site grading is proposed
- Proposed limits and restoration of disturbed areas
- Existing and proposed drainage features such as culverts, conduits, swales, streams, ponds, wetlands, etc.
- Location and report of on-site subsurface drains and tiles and all off-site drains tiles (upstream and downstream) potentially impacted by the development
- Location of wells, septic systems, water mains, and sanitary sewers

☐ EROSION CONTROL PLAN *(refer to Article 3 of the Stormwater Ordinance)*

- Notice of Intent (NOI) for construction activity
- Storm Water Pollution Prevention Plan (SWPPP)

☐ ENGINEERING PLAN SET SUBMITTAL

- Site Topographic Map
- General Plan View Drawing
- Vicinity Topographic Map

☐ STORMWATER SUBMITTAL

- Narrative of the existing and proposed site drainage patterns and conditions
- Schedule for implementation of the site stormwater plan
- On-site and off-site runoff calculations
- Site runoff storage calculations

☐ FLOODPLAIN SUBMITTAL *(refer to Article 4 of Stormwater Ordinance)*

This is only necessary if development has floodplains on-site or if on-site variance requested.

- Regulatory floodplain boundary determination
- Floodway hydrologic and hydraulic analyses
- Floodplain fill and compensatory storage calculations for below and above 10-year flood elevation up to the base flood elevation
- Flood proofing measures
- Flood Protection Easements, if required

☐ MAINTENANCE PLAN, SCHEDULE AND FUNDING *(refer to Article 6 of Stormwater Ordinance)*



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

STORMWATER PERMIT APPLICATION

*Please submit completed application to the Engineering Department
with required plans, fees and documents.*

CALCULATIONS

STORMWATER DATA SUMMARY:		WETLAND DATA SUMMARY	
TOTAL PROPERTY OWNERSHIP:	ACRES	EXISTING WETLAND ACREAGE:	ACRES
HYDROLOGIC DISTURBANCE:	ACRES	WATERS OF THE US:	ACRES
WATERSHED TRIBUTARY AREA:	ACRES	ISOLATED WATERS:	ACRES
PROPOSED IMPERVIOUS AREA:	ACRES	IMPACTED WETLAND ACREAGE:	ACRES
EXISTING IMPERVIOUS AREA:	ACRES	WATERS OF THE US:	ACRES
DETENTION VOLUME REQUIRED:	ACRES	ISOLATED WATERS:	ACRES
COMPENSATORY STORAGE REQUIRED:	ACRES	MITIGATION REPLACEMENT RATIO:	ACRES
DEPRESSIONAL:	ACRES	MITIGATION REPLACEMENT REQUIRED:	ACRES
RIVERINE 0- TO 10-YEAR:	ACRES	WATERS OF THE US:	ACRES
RIVERINE 10- TO 100-YEAR:	ACRES	ISOLATED WATERS:	ACRES
		ON-SITE:	ACRES
		OFF-SITE:	ACRES
		MITIGATION BANK:	ACRES

APPROVALS FROM OUTSIDE AGENCIES

PERMIT TYPE	ISSUING AGENCY	PERMIT NUMBER	APPLICATION FILING DATE	PERMIT ISSUE DATE

UNDER PENALTY OF INTENTIONAL MISREPRESENTATION AND/OR PERJURY, I declare that I have examined and/or made this application and it is true and correct to the best of my knowledge and belief. I agree to construct said improvement(s) in compliance with all provisions of the applicable ordinances. I realize that the information that I have affirmed hereon forms a basis for the issuance of the stormwater management permit(s) herein applied for and approval of plans in connection therewith shall not be constructed to permit any construction upon said premises or use thereof in violation of any provision of any applicable ordinance or to excuse the owner or his/her successors in title from complying therewith.

SIGNATURE OF APPLICANT

SIGNATURE OF OWNER

DATE

DATE



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

COMMERCIAL BUILDING PERMIT FEE ESTIMATE

PETITIONER DEPOSIT ACCOUNT FUND

It is the policy of the United City of Yorkville to require any applicant seeking a building permit which requires engineering review establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of plan reviews and administration costs. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, new commercial construction, stormwater management related permits and significant building additions. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided above. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/building permit process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

Financially Responsible Party: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Name (print)

Title

Signature*

Date

*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
as **Principal**, hereinafter called Contractor

and _____
as **Surety**, hereinafter called Surety,
are held and firmly bound unto the United City of Yorkville, an Illinois municipal corporation,
800 Game Farm Road, Yorkville, Illinois, 60560, as **Obligee**, hereinafter called City, in the penal
sum of _____ (\$_____), for payment whereof
Contractor and Surety bind themselves, and their respective heirs, executors, administrators,
successors and assigns, jointly and severally, by this obligation.

WHEREAS, the Contractor has constructed certain public improvements for lots within a
subdivision commonly known as _____
and as more particularly described and designated on the plat of said property, said plat being
incorporated herein and made a part hereof by reference thereto; and,

WHEREAS, the aforementioned public improvements were made pursuant to certain plans and
specifications on file with the City and the City's Subdivision Control Ordinance, both made a
part hereof by reference thereto; and,

WHEREAS, the Contractor has requested the City accept the public improvements pursuant to
Section 11-5-2 of the City's Subdivision Control Ordinance that requires in Section 11-5-3 the
Contractor to post with the City this bond in the amount of ten percent of the improvements to
guarantee the maintenance and performance of the improvements to properly function as
designed and to remain free of defects in material, workmanship and installation for a period of
one year from the date of approval by the City accepting the improvements.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall perform
the obligations in accordance with the ordinances, standards and requirements of the City and
shall fully indemnify and save harmless the City from all cost and damage which the City may
suffer by reason of failure on the Principal's part, not to exceed the penal sum of this bond, then
this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED the City shall notify the Principal in writing of any defect for which the Principal is
responsible and shall specify in said notice a period of time in which Principal shall have to
correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects,
within the time specified, the Surety, upon 30 days certified mail notice to the address above

from the City of the defect will correct such defect or defects and pay all City expenditures and obligations thereof, including, but not limited to construction costs and consultant fees.

Should the Surety fail or refuse to correct the defects, the City in consideration of the public health, welfare and safety and in approving and accepting said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety, both at law and in equity, including specifically repair or replacement of said improvements to which the Principal and surety unconditionally agree.

The City, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to bidding cause to be corrected any said defects in case the Principal shall fail or refuse to do so, and in the event the City should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the City the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages which may be sustained on account of the failure of the Principal to correct said defects.

The City shall have no obligation to actually incur any cost or correct any deficient performance of the Principal in order to be entitled to receive the proceeds of this bond for any defect.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond this ____ day of _____, 201__.

Principal

By:

Surety:

By:

Attorney-in-fact

Attach standard form showing Attorney-in-fact authorization

(Letterhead of Surety)

_____, 20____

Mayor and Aldermen
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Subdivision Name
Subdivision Bond No.
For Account of
Amount
Date

Gentlemen:

The undersigned _____ by _____, its' duly
(Name of Surety) (Name & title)

authorized agent,, hereby establishes and issues this Subdivision Bond in favor of the City of Yorkville in the amount of \$ _____, which represents 120% of the cost of the improvements described herein. Said amount is available to be drawn upon for the benefit of said City upon presentation to this institution of your demand for performance accompanied by a copy of this Subdivision Bond.

This Subdivision Bond is issued for the purpose of guaranteeing the installation of the following land improvements in the aforesaid subdivision:

DIVISION "A" - SANITARY SEWERS
(engineer's estimate = _____)
DIVISION "B" - WATER MAIN
(engineer's estimate = _____)
DIVISION "C" - STORM SEWERS
(engineer's estimate = _____)
DIVISION "D" - STREETS
(engineer's estimate = _____)
DIVISION "E" - DETENTION BASIN
(engineer's estimate = _____)
DIVISION "F" - MISC. IMPROVEMENTS
(engineer's estimate = _____)
Total engineer's estimate = _____

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.

The development is legally described as follows:

See Attached Exhibit "A"

Said public improvements shall be constructed by _____ our customer, in
(subdivider)
accordance with the plans, specifications, completion schedules and cost estimates prepared by
_____.
(sub divider's engineer)

The undersigned agrees that this Subdivision Bond shall remain in full force and effect and pertain to any and all amendments or modifications that may be made from time to time to the plans, specifications and cost estimated for said modifications.

This Subdivision Bond shall expire on _____, 20 . provided, however, the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date that said Subdivision Bond is about to expire. In no event shall this Subdivision Bond or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Subdivision Bond shall remain in effect until _____, 20 , without regard to
(expiration date)
any default in payment of money owed to the issuer by our customer and without regard to other claims that the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Subdivision Bond may be renewed by the Surety or our customer prior to the above expiration date by submitting a new Subdivision Bond to the same form and substance as this Subdivision Bond to the City Clerk in an amount equal to 110% of the estimated cost to complete and pay for the above-described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Subdivision Bond:

1. that said Subdivision Bond will expire within thirty (30) days and has not been renewed; or
2. that the aforesaid improvements have not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or
4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or

5. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

The Surety's obligation to the City is based solely on this Subdivision Bond engagement between this Surety and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this Surety and our customer.

This Subdivision Bond sets forth in full the terms of this undertaking between the Surety and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Subdivision Bond shall be made by presenting the Surety with a letter from the City Clerk of the City of Yorkville demanding performance accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Subdivision Bond.

The undersigned agrees that this Subdivision Bond shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Subdivision Bond may be reduced. The outstanding balance of this Subdivision Bond shall be the face amount of this Subdivision Bond less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Subdivision Bond shall not be reduced to less than 20% of the approved engineer's estimate upon which this Subdivision Bond is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Subdivision Bond has been released by the City Council of the City.

All acts, requirements and other preconditions for the issuance of this Irrevocable Subdivision Bond have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing performance of this Subdivision Bond in accordance with its terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Subdivision Bond will be duly honored on presentation to us prior to expiration of this Subdivision Bond.

BY: _____

ATTEST:

Name: _____

Name:

Title: _____

Title:

STATE OF ILLINOIS)

) SS

COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that
_____, personally known to me to be the _____ of the

(title)

_____, and _____ personally known to me to be the
(name of Surety) (title)

of said Surety, and who are personally known to me to be the same persons whose names are
subscribed to the foregoing Subdivision Bond as such _____ and _____

(title)

(title)

respectively, and caused the corporate seal of said _____ to be affixed thereto
(name of Surety)

pursuant to authority given by the Board of Directors thereof as their free and voluntary acts and as
the free and voluntary act and deed of said Surety.

Given under my hand and official seal this ____ day of _____, 20__.

SEAL

Notary Public



YORKVILLE - BRISTOL SANITARY DISTRICT

KEVIN L. COLLMAN
EXECUTIVE DIRECTOR
P.O. BOX 27 304 RIVER STREET
YORKVILLE, IL 60560

OFFICE: 630.553.7657
FAX: 630.553.7554
KCOLLMAN@YBSD.ORG
WWW.YBSD.ORG

NUMBER OF UNITS:

Total Units: _____ X \$ _____ = Connection Charges
\$ _____

INDUSTRIAL CONNECTIONS:
(Estimated data)

Gals. flow per day: _____ divided by 100 = _____ P.E.

5 Day B.O.D. Lbs./day: _____ times 6 = _____ P.E.

Sus. Solids Lbs./day: _____ times 5 = _____ P.E.

Total Pop. Equivalent _____

Average Pop. Equivalent _____

(Divided by 3) *

Connection Charges: Average P.E. X \$ _____

\$ _____

The Yorkville-Bristol
Sanitary District

APPLICATION

FOR

CONNECTION TO OR ADDITIONAL
USE OF SANITARY SEWERS.
GENERAL SEWER SYSTEM

No. _____ Class _____

Application dated _____ 20 _____

Filed by _____

For _____

Permit Filed _____ 20 _____

Executive Director
The Yorkville-Bristol Sanitary District

APPLICATION
FOR CONNECTION TO OR ADDITIONAL USE OF THE YORKVILLE-BRISTOL SANITARY DISTRICT
SEWER SYSTEM OR SANITARY SEWER SYSTEM TRIBUTARY THERETO

P.O. BOX 27 — 304 RIVER STREET — YORKVILLE, ILLINOIS 60560 - 630/553-7657 — FAX - 630/553-7554

Residence Connection or Additional use: _____

Other than Residence: _____

TO THE YORKVILLE-BRISTOL SANITARY DISTRICT:

The undersigned does hereby request the issuance of a permit for the doing of the work hereinafter mentioned and described and for the making of a connection to or additional use of the Yorkville-Bristol Sanitary District sewer system or sanitary sewer system tributary thereto as hereinafter set forth:

(1) Description of place where connection is to be made:

LOT _____ OWNER _____ BLOCK _____

SUBDIVISION _____ STREET ADDRESS _____

The lowest level of the structure connected is not less than 2 feet higher than the elevation of the sewer at the point of connection; and not less than 2 feet above the highest water level of any nearby stream, water course or body of water, _____, Yes _____ No _____.

(2) Sewer pipe to be installed and laid according to the State of Illinois Plumbing Code provisions, and or as outlined in ASCE - **Manuals and Reports on Engineering Practice**, (WPCF Manual of Practice no. 9) - **Design and Construction of Sanitary and Storm Sewers**, latest editions;

Opening at: _____ Depth to main sewer: _____

(3) A copy of the plans and specifications therefor is hereunto attached and marked Exhibit "A"

(4) The name and address of the person, firm or corporation who will do the work covered by this application is: _____

(5) The undersigned will furnish bond, if requested, in form required by the Ordinances of the District in the sum of \$ _____ with the following surety or sureties thereon:

Names and addresses of surety or sureties: _____

(6) The number of linear feet of sewer line to be connected is _____

_____ feet.

(7) Check for \$ _____ to cover connection or industrial charge is hereto attached.

(8) For the purpose of procuring said permit the undersigned does hereby represent, covenant and agree to and with The Yorkville-Bristol Sanitary District as follows:

(a) That all of the work to be done pursuant to the permit herein applied for shall be strictly in conformity with all ordinances and regulations of the District now in force and with the description of the work herein contained and the plans and specifications, if any, for said work hererunto attached.

(b) That applicant shall restore all sewers, appurtenances, streets, alleys, sidewalks, pavement and/or other structures disturbed by the work to as good condition as the same existed at the time of commencement of said work and in accordance with the ordinances, regulations and easements of The Yorkville-Bristol Sanitary District and of any other municipality within the corporate limits of which said work is done. In case of any subsidence or settling of or other damage to any sewer, appurtenance, street, alley, sidewalk, pavement or other structure caused by said work and/or occurring after its completion, applicant agrees, on demand of the District, forthwith at his sole expense to make such repairs as are necessary to restore the same to the condition existing at the time of the commencement of the work and in accordance with any such ordinances or ordinances, regulation or regulations, and/or the requirements of any and all easements and/or contractual obligations of the District.

(c) That applicant shall indemnify and save harmless the District from any and all loss, cost, damage and expense which may come to the District by reason of or in any manner growing out of or connected with said work, including any and all liability for and on account of any accident, or accidents, injury, death, damage, or damages caused or in any manner arising from or growing out of or connected with said work; provided however, that the liability, if any, of the applicant to the District shall not be limited to the amount of the bond given, nor to the specific liabilities mentioned and set forth therein, but the applicant shall in any event be liable to the District for any and all losses, cost, damage and/or expense of every kind and character arising from, growing out of and/or connected with such work.

(d) That in case of any suit, action or proceeding against the District for damages or on account of any liability or claim arising from, growing out of or in any way connected with said work, applicant shall, on demand of the District, enter his or its appearance therein, defend the same and pay all the costs, attorneys' fees, solicitors' fees and expense thereof and the amount of any and all final judgments, decrees and/or awards against the District entered or made therein.

(e) Applicant agrees to notify the Director of the District at least twenty-four hours prior to the commencement of the work to be done.

Dated this _____ day of _____ A.D. 20 _____

Sign & Return application with Remittance
No Permits will be issued without signed application.

X _____
Signature of Applicant

\$ _____ charges paid.

X _____
Address of Applicant-Zip Code

X _____
Applicant Phone No.

Application and bond approved and permit issued this _____ day of _____ A.D. 20 _____

Check No. _____ Cash: _____

Executive Director - Y.B.S.D.



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

Agenda Item Number

New Business #8

Tracking Number

EDC 2018-16

Agenda Item Summary Memo

Title: Kendall County Intergovernmental Agreement Renewal – Inspection Services

Meeting and Date: Economic Development Committee - February 6, 2018

Synopsis: Annual renewal of the Intergovernmental Agreement between the United City of Yorkville and Kendall County related to building & plumbing inspection services.

Council Action Previously Taken:

Date of Action: 3/14/2017 Action Taken: Approval of Renewed Agreement

Item Number:

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Pete Ratons, Building Code Official
Date: January 17, 2018
Subject: **Renewed Kendall County Intergovernmental Agreement –
Reciprocal Building Inspection and Plumbing Inspection Services**

Summary

In May 2013, the City approved Resolution 2013-13 which executed an intergovernmental agreement between the City of Yorkville and Kendall County for shared building inspection services, on an as need basis, for a term of three (3) years. And in 2014, the City approved an amendment to the agreement which added shared plumbing services via Resolution 2014-34 and a renewal to this agreement was approved in March 2016 via Resolution 2016-08 extending the reciprocal service for another year. Last year's agreement renewal was approved via Res. 2017-15.

This arrangement has worked very well for both the County and the City over the last several years, and in calendar year 2017, the City has provided 11 inspections for the County while the County has provided approximately 23 reciprocal inspections. Since the existing agreement is set to expire on March 14, 2018, the proposed attached draft agreement is intended to continue the existing shared services agreement for an additional year with an option to renew annually upon written agreement between the City and the County.

Background & Proposed Agreement

Original Agreement

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

Amended Agreement

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

The original agreement excluded plumbing inspection services only because the County does not have an on-staff plumbing inspector whereas the City's Building Code Official is an Illinois licensed plumber. Additionally, the County's current plumbing inspector contractor is also contracted with the City to perform back-up plumbing inspection services. Since adoption of the amendment in February 2014, staff has not performed any plumbing inspection services for the County. However,

at most, we estimate that the County would ultimately use our plumbing inspection services no more than one (1) week per calendar year when their plumbing contractor has his scheduled vacation.

Current Agreement

The current agreement, which is the same agreement adopted last year, combines both the original building inspection and the amended plumbing inspection service provisions into a single document. The current intergovernmental agreement also maintains the previously adopted minimum employee insurance requirement of: (a) comprehensive general liability of \$1,000,000 per occurrence and \$2,000,000 aggregate; and (b) comprehensive excess liability insurance of \$1,000,000 for each occurrence with a minimum \$5,000,000 aggregate.

Staff Comments/Recommendation

Both Yorkville's Building Department staff and Kendall County's Building Department believes that this back up for inspection services is beneficial since each agency has only 1-2 Full Time building department staff members. Therefore, we support the extension of the agreement for an additional year.

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

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE
UNITED CITY OF YORKVILLE, ILLINOIS - 2018**

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

WITNESSETH:

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

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

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

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

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

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

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

Section 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

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

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

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk

Resolution No. 2018-_____

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

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

Section 1: That the *Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and the United City of Yorkville, Illinois - 2018*, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and Gary Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2018.

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	ALEX HERNANDEZ	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2018.

MAYOR

Resolution No. 2017- 15

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

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

Section 1: That the *Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and the United City of Yorkville, Illinois - 2017*, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and Gary Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

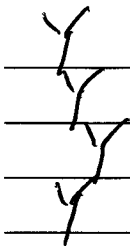
Section 2: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

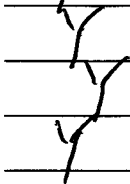
14 day of March, 2017.


CITY CLERK

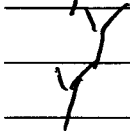
CARLO COLOSIMO



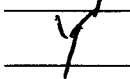
JACKIE MILSCHEWSKI



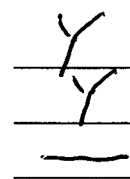
CHRIS FUNKHOUSER



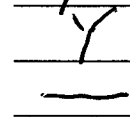
SEAVER TARULIS



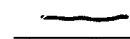
KEN KOCH



JOEL FRIEDERS



DIANE TEELING



Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this

24 day of MARCH, 2017.



MAYOR

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE
UNITED CITY OF YORKVILLE, ILLINOIS - 2017**

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

WITNESSETH:

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

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

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

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

EXHIBIT "A"

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

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

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

Section 2.

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

EXHIBIT "A"

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

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

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

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

EXHIBIT "A"

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

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

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

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

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

EXHIBIT "A"

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

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

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

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

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

EXHIBIT "A"

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

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

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

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

EXHIBIT "A"

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

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

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

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

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

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

EXHIBIT "A"

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

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

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

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

EXHIBIT "A"

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

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

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

EXHIBIT "A"

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

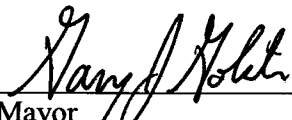
Section 25. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

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

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


By: 
Chair, Kendall County Board

By: 
Mayor


Date: 4/20/17

Date: 3/24/17

Attest:


County Clerk

Attest:


City Clerk