

United City of Yorkville

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

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING Tuesday, April 24, 2018 7:00 p.m.

City Hall Council Chambers 800 Game Farm Road, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I WARD II WARD III WARD IV

Carlo Colosimo Jackie Milschewski Chris Funkhouser Seaver Tarulis Ken Koch Arden Joe Plocher Joel Frieders Alex Hernandez

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. AECom Lake Michigan Study

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

- 1. PW 2018-35 Water Department Reports for January, February and March 2018
- 2. PW 2018-38 Whispering Meadows Completion of Improvements Change Order No. 1 *authorize* the *Mayor to execute*
- 3. PW 2018-39 Whispering Meadows Completion of Improvements Professional Services Agreement Construction Engineering *authorize the Mayor and City Clerk to execute*
- 4. PW 2018-40 Fox Highlands Raintree Village Water Main Interconnect Contract Award accept bid and award contract to Vian Construction Co., Inc., in an amount not to exceed \$292,304.00
- 5. PW 2018-41 MFT Supplemental Resolution for FY 2019 General Maintenance Appropriation authorize the City Clerk to execute
- 6. PW 2018-43 IMS Pavement Management System Proposal accept proposal in an amount not to exceed \$47,257.00 and authorize the Mayor to execute
- 7. PW 2018-44 Metronet Cannonball Trail Grant of Utility Easement Agreement *authorize the Mayor to execute*

Minutes for Approval:

1. Minutes of the Regular City Council – March 27, 2018

Bills for Payment (Informational): \$851,519.52

Mayor's Report:

- 1. CC 2018-17 Proclamation for Rain Barrel Month
- 2. CC 2018-18 Suicide Prevention Proclamation and Outreach
- 3. CC 2018-19 Monthly Treasurer's Report for March 2018
- 4. CC 2018-20 Information Technology Services
 - a. Resolution Approving an Intergovernmental Agreement as Revised for the Sharing of Information Technology Services Between the Village of Oswego, Kendall and Will Counties, Illinois and the United City of Yorkville, Kendall County, Illinois
 - b. Resolution Approving a First Amendment to the Professional Services Agreement for Information Technology Services By and Between Interdev, LLC and the United City of Yorkville, Illinois

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

1. CC 2018-21 Friends of Clark Park Proposal

Planning and Zoning Commission:

- 1. PZC 2018-02 Ordinance Approving Amended Freestanding Sign Conditions for the Kendall Marketplace Planned Unit Development
- 2. PZC 2018-05 Ordinance Approving Amended Conditions for the Kendall Marketplace Planned Unit Development
- 3. PZC 2018-04 and EDC 2018-29 Prestwick/Ashley Pointe Subdivision
 - a. Ordinance Approving a Third Amendment to the Annexation Agreement of Yorkville Farms Development and the United City of Yorkville (Prestwick of Yorkville Subdivision)
 - b. Ordinance Approving the Amended Final Plat of Resubdivision for the Yorkville Christian School Subdivision

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

1. For the discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes.

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: May 16, 2018 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman MilschewskiFinanceLibrary

Vice-Chairman: Alderman Plocher Administration

Committee: Alderman Funkhouser Committee: Alderman Hernandez

ECONOMIC DEVELOPMENT: May 1, 2018 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u> <u>Departments</u> <u>Liaisons</u>

Chairman: Alderman Koch Community Development Planning & Zoning Commission Vice-Chairman: Alderman Colosimo Building Safety & Zoning Kendall Co. Plan Commission

Committee: Alderman Frieders
Committee: Alderman Hernandez

PUBLIC SAFETY: July 5, 2018 – 6:30 p.m. – City Hall Conference Room

Committee Departments Liaisons

Chairman: Alderman Colosimo Police School District

Vice-Chairman: Alderman Tarulis Committee: Alderman Plocher Committee: Alderman Funkhouser

PUBLIC WORKS: May 15, 2018 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman FriedersPublic WorksPark BoardVice-Chairman:Alderman KochEngineeringYBSD

Committee: Alderman Milschewski Parks and Recreation

Committee: Alderman Tarulis

UNITED CITY OF YORKVILLE WORKSHEET CITY COUNCIL Tuesday April 24, 2018

Tuesday, April 24, 20187:00 PM CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA: PRESENTATIONS: 1. AECom Lake Michigan Study CITIZEN COMMENTS ON AGENDA ITEMS:

1.	PW 2018-35 Water Department Reports for January, February and March 2018 Approved: Y N □ Subject to Removed
	□ Notes
	PW 2018-38 Whispering Meadows Completion of Improvements – Change Order No. 1
۷.	☐ Approved: Y N ☐ Subject to ☐ Removed
	Notes
 3.	PW 2018-39 Whispering Meadows Completion of Improvements – Professional Services Agreement – Construction Engineering
	Approved: Y N □ Subject to □ Removed
	□ Notes

	Approved: Y N □ Subject to
	□ Removed
	□ Notes
5.	PW 2018-41 MFT Supplemental Resolution for FY 2019 General Maintenance Appropriation
- •	Approved: Y N □ Subject to
	Removed
	□ Notes
6.	PW 2018-43 IMS Pavement Management System Proposal
	Approved: Y N □ Subject to
	☐ Removed
	□ Notes

7.			ball Trail Grant of Utility Easement Agreement
			□ Subject to
	□ Notes		
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	JTES FOR APPROV		
1.	Minutes of the City C		
	☐ Approved: Y	N	□ Subject to
	□ Notes		
BILL	S FOR PAYMENT:		
1	Bills for Payment (In	formational)	 }
1.			

1	CC 2018-17 Proclamation for Rain Barrel Month
1.	□ Approved: Y N □ Subject to □ Removed □ Notes
2.	CC 2018-18 Suicide Prevention Proclamation and Outreach Approved: Y N □ Subject to Removed □ Notes
3.	CC 2018-19 Monthly Treasurer's Report for March 2018 Approved: Y N Removed
	□ Notes

	Technology Ser	rvices Betwee	ergovernmental Agreement as Revised for the Sharing of Information en the Village of Oswego, Kendall and Will Counties, Illinois and the endall County, Illinois
			Subject to
			t Amendment to the Professional Services Agreement for Information Between Interdev, LLC and the United City of Yorkville, Illinois
	☐ Approved: Y _	N	□ Subject to
	□ Notes		
AR	K BOARD:		
1.	CC 2018-21 Friend	 ls of Clark Pa	rk Proposal
	☐ Approved: Y _	N	Subject to
	□ n 1		
	□ Removed		

1.	PZC 2018-02 Ordinance Approving Amended Freestanding Sign Conditions for the Kendall Marketplac Planned Unit Development						
			□ Subject to				
			<u> </u>				
	□ Notes						
		·					
2.	Development	ce Approving	Amended Conditions for the Kendall Marketplace Planned Unit				
	☐ Approved: Y	N	□ Subject to				

/ \DDIO\Cu. I	N	□ Subject to
b. Ordinance Appro Subdivision	oving the An	nended Final Plat of Resubdivision for the Yorkville Christian School
☐ Approved: Y	N	□ Subject to
☐ Removed		
□ Notes		
ITIONAL BUSINESS	S: 	



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

Agenda Item Number
Presentation #1
Tracking Number
PW 2018-45
<u>-</u>

Agenda Item Summary Memo

Title: AECom	Lake Michigan Wa	ater Supply Rep	port and Supplemental Route Study
Meeting and D	Date: City Council	l – April 24, 20	18
Synopsis: See	attached memo.		
Council Action	n Previously Taker	1:	
Date of Action:	PW 04/17/18	Action Take	en: Moved forward to City Council agenda.
Item Number:	PW 2018-45		
Type of Vote I	Required:		
Council Action	n Requested:		
Submitted by:	Bart O Nar		Administration Department
		Agenda Ite	em Notes:



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: April 12, 2018

Subject: AECom Lake Michigan Water Supply Report

Summary

Review of a feasibility study for Lake Michigan water supply.

Background

In 2017, Yorkville and Oswego engaged AECom to conduct a feasibility study for Lake Michigan water supply via the DuPage Water Commission. This study was authorized a staff level after mutual discussions on the possibility that previous cost estimates for a Lake Michigan water supply were higher than the cost estimates Bartlett is estimating. Bartlett is currently transitioning from Elgin/Fox River water supply to Lake Michigan water supply through the DuPage Water Commission.

The AECom report is attached. Without getting into the details in advance of an expected full presentation from AECom at the April 24th City Council meeting and a follow up presentation from EEI at a meeting to be determined:

- 1. Lake Michigan is viable source of long-term water supply for Yorkville and Oswego, via the Dupage Water Commission (cost notwithstanding).
- 2. DuPage Water Commission is aware of our interest and is willing to entertain our inquiries.
- 3. System wide water pressure, especially in Oswego, would require some not-estimated improvements to each City's water system.
- 4. Internal water system storage reservoirs and water age may need to be addressed and are not estimated by AECom.
- 5. Cost estimates for receiving stations are not included, but have been estimated separately by EEI and AECom.
- 6. Very rough cost estimates provided by AECom for the system described in the report were in the \$85,000,000 range. This appears to be competitive from a capital basis with the Fox River intake system, notwithstanding the items discussed in #3 and #4.
- 7. The actual supply cost for water from DuPage Water Commission is \$4.88 per 1000 gallons. The City's all-in water cost to residents is around \$5.50 to \$6 per 1000 gallons currently. Some of that cost might go away if the City went to Lake Michigan water because the City may no longer have to maintain wells and treatment facilities.

a. DuPage receives water from the City of Chicago. They have a favorable water price (i.e. a most favored nations clause) through 2024, and then can re-up for a 40-year term after that. The DuPage water supply contract with Chicago does not prevent large water rate increases in full, however.

AECom will not be at the Public Works Committee because they will be attending an Oswego Village Board meeting the same evening.

Recommendation

The report and supporting documents are an informational item for the committee.

A supplemental route study document is attached between Oswego and AECom. Oswego is likely to move forward with this route study to have a tighter cost estimate for the long transmission mains needed between the DuPage Water Commission, Oswego, and Yorkville. The actual scope and connection points are expected to be refined in the next week or so (i.e. Yorkville's connection points need to be updated), but Yorkville's expected cost share is around \$4,600. We think there is value in having more analysis of the potential transmission main routes and a tighter cost estimate, and we would intend to move forward with contributing the ~\$4,600 to Oswego pending the discussion at the Public Works Committee.

VILLAGE OF OSWEGO UNITED CITY OF YORKVILLE

FEASIBILITY STUDY TO RECEIVE LAKE MICHIGAN WATER VIA THE DUPAGE WATER COMMISSION

FINAL REPORT OCTOBER 2017

AECOM TECHNICAL SERVICES, INC. 303 E. WACKER DRIVE CHICAGO, ILLINOIS 60601

Project Nos.: 60546713

60546705



AECOM 303 East Wacker Drive Suite 1400 Chicago, IL 60601 www.aecom.com 312 373 7700 tel 312 373 6800 fax

October 9, 2017

Mr. Daniel W. DiSanto Village Administrator Village of Oswego 100 Parkers Mill Oswego, IL 60543

Mr. Bart Olson City Administrator United City of Yorkville 800 Game Farm Road Yorkville, IL 60560

Reference:

Feasibility Study to Receive Lake Michigan Water Via the DuPage Water Commission

AECOM Project Nos: 60546713 and 60546705

Dear Mr. DiSanto and Mr. Olson:

In compliance with our Agreements for Engineering Services dated July 12, 2017, we are hereby submitting our Engineering Report to the Village of Oswego and the United City of Yorkville. The study is entitled "Feasibility Study to Receive Lake Michigan Water Via the DuPage Water Commission."

This study examines and lists the facilities and sizing required for the two communities to receive Lake Michigan water via the DuPage Water Commission. Also included are the probable opinion of construction costs as well as the buy-in costs from the Water Commission.

After you have reviewed this study, we will be pleased to meet with you and discuss the contents in detail.

Very truly yours,

AECOM Technical Services, Inc.

du algaz

Dana Al-Qadi

Engineer

Chad R. Laucamp, P.E.

Associate

Michael H. Winegard, P.E.

Vice President

VILLAGE OF OSWEGO AND UNITED CITY OF YORKVILLE

FEASIBILITY STUDY TO RECEIVE LAKE MICHIGAN WATER VIA THE DUPAGE WATER COMMISSION

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Executive Summary

The Village of Oswego and the United City of Yorkville retained AECOM to perform a feasibility study regarding the purchase of treated Lake Michigan Water via the DuPage Water Commission (DWC). This was in response to a Regional Approach Study in 2016 in which the two communities participated. Both communities currently obtain their water from the deep sandstone aquifer, which is being steadily drawn down as it is being pumped beyond its long term sustainable yield due to increasing water demands in this area. The Regional Approach Study recommended that the two communities pursue the Fox River as a source of supply. After discussions with the DWC, who had stated that they were interested in selling water to communities in Kendall County, the Village of Oswego and the United City of Yorkville decided to pursue a feasibility study in order to determine if bringing Lake Michigan water to their communities in Kendall County was feasible.

In Chapter 2 of this study, hydraulic modeling was evaluated where we utilized the projected water demands for the two communities from the previous Regional Approach Study. The projected demands for 2020 and 2050 were integrated into the recently updated DWC hydraulic model. The results were positive in that the Water Commission could effectively serve both Oswego and Yorkville in conjunction with maintaining service to their existing customers.

Staff from Oswego and Yorkville identified a potential route, which was utilized for determining the Probable Opinion of Construction Cost for this study. Any deviances from this proposed route can easily be incorporated with corresponding revisions to the Probable Opinion of Construction Cost, depending on what constitutes that change. The route is detailed in Chapter 4, and generally consists of the following:

The proposed Oswego addition is a 42-inch diameter transmission main that is approximately 7.64 miles long through Aurora and Naperville and runs along 95th Street near the intersection of 75th Street and Book Road to the intersection of Ogden Falls Blvd. and Waterbury Circle. The proposed Oswego to Yorkville segment is a 30-inch diameter transmission main that is approximately 9.71 miles long and begins at the intersection of Ogden Falls Blvd. and Waterbury Circle and runs along Douglas Road until reaching the intersection of Orchard Road and Illinois Rte. 71. The Yorkville addition is a 30-inch diameter transmission main that is approximately 2.34 miles long through Yorkville and begins at the intersection of Orchard Road and Illinois Rte. 71 and ends at Watertower near Berrywood Lane and Lehman Crossing.

In Chapter 5, we provide the requirements for purchasing water from DWC, including defining the storage facility needs and providing the meter/receiving station options. In Chapter 7, we evaluate the various risks of service interruptions that should be identified and considered, as well as measures to mitigate these risks. Finally, in Chapter 8 we present our recommendations and next steps in the event the decision is made to purchase treated water from DWC.

1. Introduction

In 2016, the Village of Oswego and the United City of Yorkville participated in a Regional Approach Study to determine future water demands and a future water supply. Both communities currently obtain their water from the deep sandstone aquifer. As the Illinois State Water Survey has been predicting that this aquifer will be depleted in the future based on the future demands and the replenishment rate, the 2016 study investigated the Fox River as a source of supply. Recently the DuPage Water Commission has stated that they are interested in selling water to communities in Kendall County. As a result, the Village of Oswego and the United City of Yorkville have entered into an engineering agreement with AECOM Technical Services, Inc. (AECOM) to prepare a feasibility study regarding the purchase of treated water from the DuPage Water Commission.

2. Water Requirements

For purposes of this study, the projections for population and water demands were taken from the 2016 Regional Study. They are presented below in Tables 1 and 2.

Table 1 Village of Oswego Projected Water Demands

		Current Tr	ends (CT)		Less Re Intensi	esource ve (LRI)
Year	Population	Ave Day (mgd)	Max Day (mgd)	Gallons Per Capita Per Day	Ave Day (mgd)	Max Day (mgd)
2014	33,877	2.50	4.75	74	2.50	4.38
2020	38,877	3.50	6.65	90	2.92	5.10
2050	90,996	8.19	15.56	90	6.82	11.94

Table 2
United City of Yorkville
Projected Water Demands

		Current Tr	ends (CT)		Less Re Intensi	esource /e (LRI)
Year	Population	Ave Day (mgd)	Max Day (mgd)	Gallons Per Capita Per Day	Ave Day (mgd)	Max Day (mgd)
2014	17,878	1.38	2.17	77	1.38	2.17
2020	22,878	2.06	4.12	90	1.83	3.20
2050	59,565	5.36	10.72	90	4.77	8.34

For purposes of this study, the Current Trends (CT) demands will be utilized in order to be conservative. Conversely, the Less Resource Intensive (LRI) demands will be utilized in Chapter 7 (Risks of Service interruptions and Mitigation Measures) as during a service interruption, water conservation measures will undoubtedly be utilized.

3. Hydraulic Modeling

The DWC hydraulic model was recently updated and calibrated by AECOM. This updated model was the basis for analyzing the addition of Oswego and Yorkville to the DWC system. All of the analyses were performed under extended period simulation (EPS) conditions (i.e. the model is run over an extended period of time, typically 24 hours) using Bentley WaterGEMS Select Series 5. The following is a summary of the hydraulic modeling analysis performed by AECOM for this report.

Oswego and Yorkville are both expected to have a large population growth in the next 30 years. The future Oswego/Yorkville demands that will be supplied by DWC, as well as the demands of existing DWC customers, can be seen in Table 3 below. It should be noted that the maximum day demands utilized are from Chapter 5 of this study and not the demands in Chapter 2.

Table 3 – Current and Projected Water Demands

	Oswego (mgd)	Yorkville (mgd)	Existing DWC Customers (mgd) ¹	Total (mgd)	
2020 Average Day Demand (ADD)	3.5	2.1	79.4	85.0	
2020 Maximum Day Demand (MDD)	6.0	3.6	144.5	154.1	
2050 Average Day Demand (ADD)	8.2	5.4	95.4	109.0	
2050 Maximum Day Demand (MDD)	13.9	9.2	161.9	185.0	
For the purposes of this study, existing customers will include the Village of Bartlett.					

The demands in this table are the basis of the hydraulic modeling analysis performed in this report. Also, the connection points were assumed to be located near Ogden Falls Boulevard and Blue Ridge Court (Oswego) and Minkler Road and IL 71 (Yorkville) based on the routes provided by Oswego and Yorkville (see Chapter 4 of this report).

The model was first run under 2020 average day and maximum day demand conditions. The results of this analysis are shown in the tables below:

Table 4 – Pressure During 2020 Average and Maximum Day Demands

Scenario	Location	Approximate USGS Ground Elevation	Minimum Pressure, psi	Maximum Pressure, psi	Average Pressure, psi
2020 Average Day Demand	Oswego Connection	742'	61.2	69.7	65.3
2020 Maximum Day Demand	Point	742	57.9	66.7	63.4
2020 Average Day Demand	Yorkville	652'	95.2	103.9	99.5
2020 Maximum Day Demand	Connection Point	032	89.4	99.1	95.5

Table 5 – Velocity During 2020 Average and Maximum Day Demands

Scenario	Pipeline Diameter, inches	Minimum velocity, feet per second (fps)	Maximum velocity, feet per second (fps)	Average velocity, feet per second (fps)
2020 Average Day Demand	42	1.0	1.2	1.1
2020 Maximum Day Demand		1.7	1.7	1.6
2020 Average Day Demand	30	0.6	0.7	0.7
2020 Maximum Day Demand		1.0	1.2	1.1

The tables above indicate that DWC can meet 2020 average day and maximum day demands for Oswego and Yorkville. Additionally, based on the hydraulic modeling analysis, DWC can continue to meet the demands of their existing customers, which is a critical part of this analysis. It should be noted that the pipelines in the table above have been sized for future 2050 demands. Therefore, the velocities are lower than are typically recommended. As a result of these low velocities, Oswego and Yorkville will have higher than average water age, as compared to the rest of the DWC system. In light of this, Oswego and Yorkville would likely need to rechlorinate at their connection points. Other alternatives may also need to be explored (i.e. additional flushing, rechlorinating at other points along the proposed transmission main, etc.).

The model was also run under 2050 average day and maximum day demand conditions. The results of this analysis are shown in the tables below:

Table 6 – Pressure During 2050 Average and Maximum Day Demands

Scenario	Location	Approximate USGS Ground Elevation	Minimum Pressure, psi	Maximum Pressure, psi	Average Pressure, psi
2050 Average Day Demand	Oswego	742'	50.8	60.8	56.5
2050 Maximum Day Demand	Connection Point	742	20.9	37.1	28.4
2050 Average Day Demand	Yorkville Connection	650'	88.0	92.3	83.9
2050 Maximum Day Demand	Point	652'	35.4	58.0	45.5

Table 7 – Velocity During 2050 Average and Maximum Day Demands

Scenario	Pipeline Diameter, inches	Minimum Velocity, feet per second (fps)	Maximum Velocity, feet per second (fps)	Average Velocity, feet per second (fps)
2050 Average Day Demand	30	2.3	2.7	2.5
2050 Maximum Day Demand		3.4	4.0	3.7
2050 Average Day Demand		1.6	1.9	1.8
2050 Maximum Day Demand		2.6	3.1	2.9

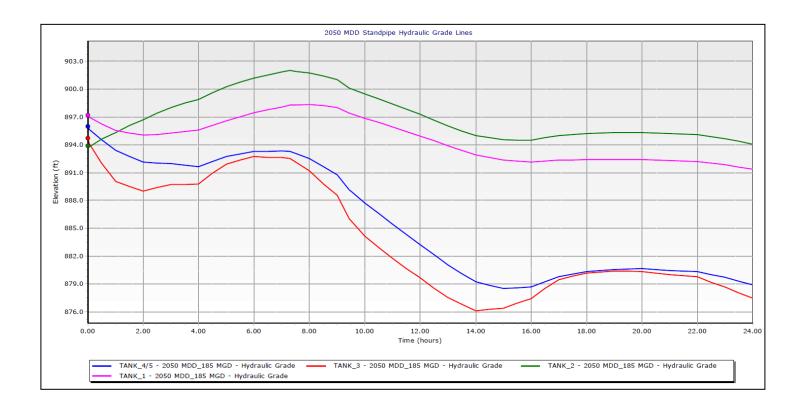
While the tables above indicate that DWC can meet 2050 average day and maximum day demands for Oswego and Yorkville, there are some items that should be noted, which are mentioned below.

The model indicated that all existing DWC pumps are required to be operated in order to meet the future Oswego and Yorkville demands. Therefore, DWC would need to install an additional pump in order to meet 10 State Standards (see section 6.3 of the 2012 edition, "Recommended Standards for Water Works"), which requires that a pump station be able to meet maximum day demand with the largest pump out of service. It is our understanding that this additional pump is already in DWC's capital plan to be installed in 2018.

Also, DWC typically operates their five (5) existing standpipe tanks between approximately 886' and 902'. In the simulation above, the HGLs of all Standpipe #3 drops as low as 876'. Additionally, over a 24-hour simulation period, none of the standpipes are able to fill back up to typical operations levels under these conditions (see Figure 1). This may be a challenge for DWC's existing system and customers, particularly if they had multiple, consecutive days of maximum day demand. Finally, the C-factors for the proposed transmission mains in all of the above scenarios were assumed to be 130.

There are improvements that may help operations at these existing tanks. For example, a 6th standpipe tank could be added at the connection point to the existing DWC transmission main near the vicinity of 75th Street and Book Road. Additionally, existing and proposed transmission mains could be upsized or parallel transmission mains could be constructed to reduce head loss in the system.

Figure 1- Standpipe Tank Levels



4. Proposed Routing

The proposed alignment for the routing of the transmission main from the current DWC transmission main system in Naperville is based on input for the routes provided by the Village of Oswego and the United City of Yorkville. Based on this information provided by the Village and the City, the routing is composed of the following three primary segments (see Figure 5 at the end of the report).

Segment 1 - Oswego

Segment 2 - Yorkville

Segment 3 - Oswego to Yorkville

The length of each individual segment of the proposed route can be seen below in Table 8.

Table 8 – Lengths of Water Main Segments Along Proposed Route

	Segment 1 Oswego	Segment 2 Yorkville	Segment 3 Oswego to Yorkville
Length	7.64 miles	2.34 miles	9.71 miles

The routes were analyzed to determine whether they were along unincorporated boundaries as well as whether the proposed routes would be impacted by key factors such as wetlands, floodplains, and existing railroad lines. A map of the routes along municipal boundaries can be seen in Figure 6 and a map of the routes with key features can be seen in Figure 7.

<u>Segment 1</u> – Oswego (42-inch pipe diameter)

This segment of the route is approximately 7.64 miles long through Aurora and Naperville. The segment runs along 95th Street beginning near the intersection of 75th Street and Book Road to the intersection of Ogden Falls Blvd. and Waterbury Circle. The corridor along 95th Street was determined to be fairly open for implementation of a new transmission main. It is recommended to be strategic in the placement of the main so as not to interfere with the future planned construction of 95th Street as well as the additional utilities that would be constructed in the corridor.

The segment runs through the three counties of Kendall County, Will County, and DuPage County. The segment through DuPage County is approximately 1.4 miles long along Book Road and then approximately 4.8 miles through Will County and approximately 1.4 miles through Kendall County.

Routes along both IL59 and Book Road were also considered during this analysis. Placement of a main along IL59 was determined to not be feasible as the parkways already have significant utility congestion and it is unlikely that IDOT would allow the water main under the paved section. Book Road was identified to be fairly open with the City of Naperville having a water main and an electrical duct bank on the west side of the right of way from 87th Street to 75th Street. Utility congestion south of 87th Street in the right of way means there is a possibility that using this route would require the water main to be under the pavement. Therefore, a route along 95th Street was preferred by both the Village and the City.

Additionally, the beginning of the proposed route goes through Springbrook Prairie of the Forest Preserve District of DuPage County, which also contains some floodplain areas. There are also two railroads that pass through this proposed routing, the BNSF railroad line and an abandoned railroad line. These areas will need to be considered for the final routing and handled appropriately.

<u>Segment 2</u> – Yorkville (30-inch pipe diameter)

This segment of the route is located in Kendall County and is approximately 2.34 miles long through Yorkville and begins at the intersection of Orchard Road and Illinois Rte. 71 and ends at Watertower near Berrywood Lane and Lehman Crossing. The alignment of this route should be along the north side of the river, if possible, as routing along the south side of the river would require a booster pump. Additionally, the beginning of the route falls in a wetland area that will require additional consideration.

Segment 3 – Oswego to Yorkville (30-inch pipe diameter)

This segment of the route is located in Kendall County and is approximately 9.71 miles long and connects the two aforementioned segments for Yorkville and Oswego. It begins at the intersection of Orchard Road and Illinois Rte. 71 and travels south along Minkler Road and then through undeveloped land and along Collins Road and then north along Douglas Road until ending near the intersection of Ogden Falls Blvd. and Waterbury Circle. This proposed route was selected as it runs through mostly undeveloped land and is more suitable for the anticipated expansion of Oswego. Another more direct route along Illinois Rte. 71 was not selected as it entails passing through a recently completed IDOT widening project. The proposed route does not pass through any identified forest preserves, wetlands, or floodplains.

5. DuPage Water Commission (DWC) Requirements

If the Village and City decide to pursue purchasing water from DWC, they will need to negotiate with the Commission to become a member and also, the State of Illinois, Department of National Resources in order to obtain an allocation to withdraw water from Lake Michigan.

Each takeoff point from DWC requires the following:

A metering station (owned and operated by DWC)

A receiving station (owned and operated by the member)

In other words, if Oswego has three takeoff points and Yorkville has two takeoff points, a total of five metering stations and five receiving stations will be required.

DWC also requires a certain amount of water storage in the distribution system, which we will cover later in this section of the study.

For the purposes of this study, it is assumed that the Lake Michigan water allocation will be the same as the average day demands for 2020 and 2050 utilized in Chapter 2 of this study. DWC contractually limits the maximum day demand to 1.7 times the average day demand. Thus, the maximum day demands assumed to be met by the Village's and City's water systems through the year 2050 are as follows:

Table 9 - Maximum Day Water Demands

Year	Osw	ego	Yorkville		
i eai	Ave Day (mgd)	Max Day (mgd)	Ave Day (mgd)	Max Day (mgd)	
2020	3.5	6.0	2.1	3.6	
2050	8.2	13.9	5.4	9.2	

The above are the demands that the Village and City can expect to receive from DWC. The difference in maximum day demands from the demands in Table 9 versus the demands in Tables 1 and 2 (Chapter 2) will have to be made up from the storage facilities throughout the Village's and City's water distribution systems. That difference is determined below.

Table 10- Maximum Day Water Demand Deficit

	Oswego				Yorkville		
Year	Max Day (mgd)		Year Max Day (mgd)			Max Day (mgd)	
	Table 1	Table 9	Diff (mgd)	Table 2	Table 9	Diff (mgd)	
2020	6.7	6.0	0.7	4.1	3.6	0.5	
2050	15.6	13.9	1.7	10.7	9.2	1.5	

For the purposes of this report, it is assumed that the Village and City can make up this difference through their existing storage facilities (i.e. additional storage facilities will not need to be constructed).

The DuPage Water Commission allows customer delivery stations to withdraw up to the greater of three times the year 2020 average day Lake Michigan allocation amount or 1,500 gpm for emergencies. Three times the 2020 average day will be 10.5 mgd (15,120 gpm) for Oswego and 6.3 mgd (9,072 gpm) for Yorkville. Therefore the receiving stations will be designed for a maximum flow of 10.5 mgd for Oswego and 6.3 mgd for Yorkville.

Storage Facilities

The DuPage Water Commission (DWC) requires that its customers have a minimum storage capacity equal to two average demand days less a credit for storage provided by DWC. This credit is based on the percentage of water used by that customer compared to the total pumpage of the DWC.

The existing storage in the two distribution systems consist of the following:

Table 11 - Existing Storage Facilities

Community	Storage Volume, gallons		
Oswego	5,300,000		
Yorkville	4,550,000		

Based on the information above, Table 12 below indicates the additional storage required by the Village and by the City utilizing the 2020 projected average day demands.

Table 12 – Additional Storage Requirements

	Oswego-gallons	Yorkville-gallons
Storage Required by DWC	$2 \times 3.5 = 7,000,000$	2 x 2.06 = 4,120,000
Credit for the Commission's Storage	2,050,000	1,210,000
Existing Storage	5,300,000	4,550,000
Total Storage Including Credit	7,350,000	5,760,000
Additional Storage Required	0	0

Therefore, as far as DWC is concerned, neither Oswego or Yorkville will be required to construct additional storage.

Receiving Stations

As previously discussed, DWC requires the construction of a receiving station downstream of each metering station. DWC utilizes four types of receiving stations. They are as follows:

Type A – Pressure Reducing Station Utilizing Ground Storage

Type B – Pressure Reducing Station

Type C – Rate Control Station

Type D – Pressure Increasing Station

The receiving station can also include a meter. This meter can be utilized to measure the flow of water to the Member's distribution system as opposed to the metering station that DWC will construct to measure flow from their transmission system. This meter can also be used so that

if additional chlorine needs to be added to the water being distributed in the system, it can be paced by the flow being used at the time.

As the delivery pressures from DWC range from approximately 58 psi to 103 psi in 2020, the pressure adjusting stations can be a Rate Control Station or a Pressure Reducing Station. The actual type will be decided once the two communities decide if the water from DWC will enter their distribution systems directly or if the water will enter a storage reservoir first. The delivery pressures in 2050 will range from 24 psi to 92 psi. Again, depending on how the two communities decide how they want to receive the lake water, it may be advantageous to construct the pressure adjusting stations larger than what will initially be required in order to allow space for possible booster pumps to be added later. Figure 2, presents a Schematic diagram of a pressure reducing station to give an idea of what type of facilities may be required

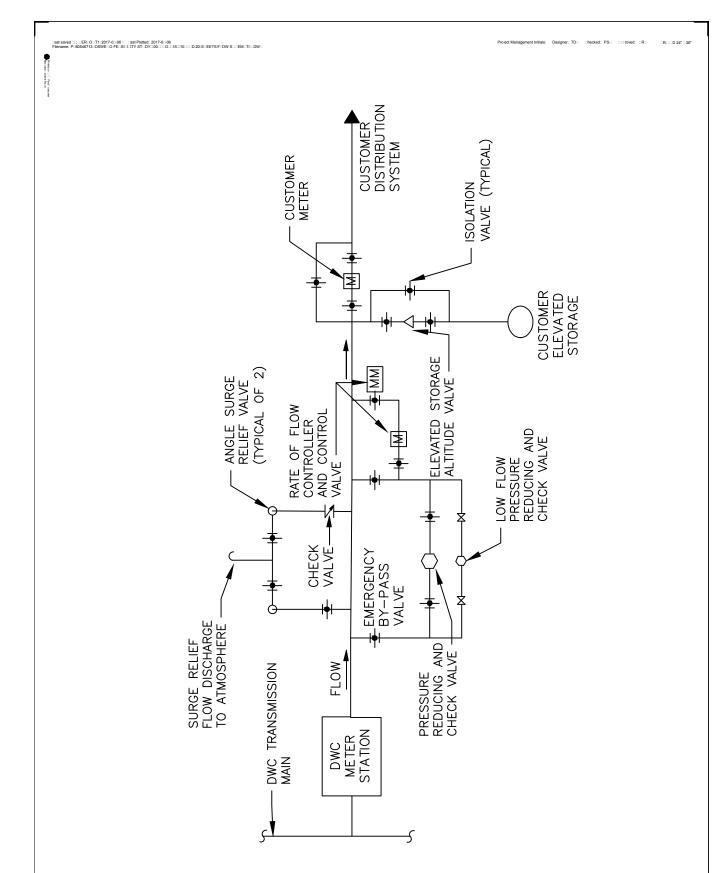


FIGURE 2 DWC CUSTOMER FLOW SCHEMATIC - TYPE B

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Probable Opinion of Construction Costs 6.

Introduction

The preliminary opinion of probable construction and project costs for the anticipated improvements required for DWC to deliver Lake Michigan water to the Village of Oswego and to the United City of Yorkville are presented in this section. These estimates are based on recent prices for equipment and fixed construction, advice from construction contractors and historical prices from comparable construction obtained from records.

Estimated costs developed for improvements under this report are in October 2017 dollars based on an Engineering News Record Construction Cost Index (1913 = 100) of 10,817, and include a 15 percent contractor's overhead and profit multiplier and a 10 percent general construction contingency multiplier. Since AECOM has no control over the cost of labor, material, equipment, or general inflation, the preliminary estimated construction costs provided herein have been prepared on the basis of experience and judgment of an engineering professional. AECOM cannot guarantee that the actual cost of the improvements will not vary from the estimated provided below.

Capital Costs

The costs for improvements for delivery of Lake Michigan water that have been discussed in this study are presented below in Table 13.

Table 13 – Estimated Capital Costs for Receiving DWC Lake Michigan Water

No.	Description	Quantity	Units	Unit Cost	Total Cost
1.	42-Inch Diameter Transmission Main	39,750	LF	\$600	\$23,850,000
2.	42-Inch Dia. Transmission Main	750	LF	\$1,500	\$1,125,000
	Jacked/Bored and Installed In Casing				
	Pipe (Under Highway, Railroad or				
	Water Crossing)				
3.	30-Inch Diameter Transmission Main	63,000	LF	\$500	\$31,500,000
4.	30-Inch Dia. Transmission Main	750	LF	\$1,200	\$900,000
	Jacked/Bored and Installed In Casing				
	Pipe (Under Highway, Railroad or				
	Water Crossing)				
5.	Oswego Connection Point	1	EA	\$750,000	\$750,000
6.	Yorkville Connection Point	1	EA	\$750,000	\$750,000
	\$58,875,000				
	\$5,887,500				
	\$5,887,500				
	\$70,650,000				

- Notes: 1. Improvements to the Oswego and Yorkville water distribution systems not included
 - 2. Costs for pressure adjusting stations not included
 - 3. Costs for land acquisition for the connection points are not included
 - 4. Assumes one connection point per municipality
 - 5. Costs are in 2017 dollars

For comparison, we reviewed the Sub-Regional Water Supply and Treatment Planning study, dated January 2017 prepared by others, and the capital costs indicated for construction of the Sub-Regional Fox River Intake with Claricone LSWTP system are as follows:

Table 14 - Estimated Capital Costs for Sub-Regional Fox River System

No.	Description	Total Cost			
1.	Village of Oswego	\$56,414,000			
2	United City of Yorkville	\$49,468,000			
	Total:	\$105,882,000			

Note: Costs are in 2016 dollars

It should be noted that the operation and maintenance costs are expected to be less under the Lake Michigan option since the Fox River system would need to include all Water Treatment Plant costs.

Cost Per Thousand Basis

In order to become a member of the DuPage Water Commission (DWC), there is a one-time Capital Cost Recovery Charge that must be paid by the member.

This buy-in cost from DWC is based on current usage projections. For Oswego the charge has been determined to be \$10,128,368 and for Yorkville it is \$5,672,382. The breakdown for these costs is indicated in Figures 3 and 4 on the following pages. If the two communities want to join the Commission, the buy-in costs would be calculated based on their usage at the time. For determination of the total annual costs for Lake Michigan water and the cost per 1,000 gallons of water, we have based the calculations on the following:

- The Capital Cost and Recovery Charge as well as the Capital Costs for the new facilities will be financed using a 30 year bond at 4% interest
- It is assumed that there would not be an upfront cash-on-hand paydown to reduce the debt amount; if there is paydown cash available, the debt service would be reduced accordingly
- Cost breakdown for capital improvements between Oswego and Yorkville is based on current ADD; 2.5 MGD, or 64.4% for Oswego; and 1.38 MGD, or 35.6% for Yorkville

Based on the above, the annual debt service on capital will be approximately \$3,368,700 for Oswego and \$1,866,700 for Yorkville. The wholesale cost is based on a purchase price of \$4.88 per 1,000 gallons from DWC. The following table presents a breakdown of the cost per 1,000 gallons for water for both Oswego and Yorkville based on current water demands.

Table 15 - Estimated Unit Cost per 1,000 Gallons with 4% Financing for all Project Costs

	Average Daily Consumption (gpd)	Total Project Cost	Annual Debt Service	Per 1,000 Gallons			
Community				Debt Service for Construction and Buy-In	Wholesale Cost	Net Wholesale Cost	
Oswego	2,500,000	\$55,626,968	\$3,368,700	\$3.69	\$4.88	\$8.57	
Yorkville	1,380,000	\$30,823,782	\$1,866,700	\$3.71	\$4.88	\$8.59	

Note:

- 1. Assumes financing using a 30 year bond at 4% interest for all project costs
- 2. Debt service incorporates typical issuance and reserve costs, as determined by Municapital.com municipal bond payment calculator

Oswego and Yorkville learned that recently another new member negotiated 0% financing costs for the recovery charge portion of the costs and wondered how that would affect their costs. If the same financing is made available to Oswego and Yorkville, the breakdown of the cost per 1,000 gallons is presented below in Table 16.

Table 16 - Estimated Unit Cost per 1,000 Gallons with 4% Financing for Capital Costs Only

	Average Daily Consumption (gpd)	Total Project Cost	Annual Debt Service	Per 1,000 Gallons			
Community				Debt Service for Construction and Buy-In	Wholesale Cost	Net Wholesale Cost	
Oswego	2,500,000	\$55,626,968	\$3,093,000	\$3.39	\$4.88	\$8.27	
Yorkville	1,380,000	\$30,823,782	\$1,712,400	\$3.40	\$4.88	\$8.28	

Note:

- 1. Assumes financing using a 30 year bond at 4% interest for capital costs only
- 2. Assumes the DWC will provide 0% financing for the recovery charges
- 3. Debt service incorporates typical issuance and reserve costs, as determined by Municapital.com municipal bond payment calculator

DuPage Water Commission Calculation of Capital Cost Recovery Charge as of May 1, 2017 For the Village of Oswego					
Fixed Assets (Audited a	s of 04-30-2017)				
` Land		\$	11,728,902		
Infrastructure)		364,135,069		
Buildings			104,453,344		
Office Equipmen			4,678,127		
Machinen			23,414,564		
Vehicles			701,297		
CIF	,		813,872		,
Tota	ì	\$	E00 00E 17E		
		Ф	509,925,175 93,293,501		
Less. I eeuel Mails & N	Less: Feeder Mains & Meter Stations		416,631,674		
			410,031,074		
Less: Total Rebates			106,326,287		
Total		\$	310,305,387		
		_			
				To	tal Capital Cost
					covery Charge
	MGD				
Village of Oswego	2.500		3.264%	\$	10,128,368
DuPage Water Commission (CY2015-CY2016 Avg)*	74.093				
Total	76.593				
*Includes Village of Bartlett CY2015-CY2016 as reported					

Figure 3 - Buy-in Costs for Village of Oswego

DuPage Water Commission Calculation of Capital Cost Recovery Charge as of May 1, 2017 For the United City of Yorkville

Fixed Assets (Audited as	s of 04-30-2017)				
Land	,	\$	11,728,902		
Infrastructure		· ·	364,135,069		
Buildings			104,453,344		
	Office Equipment		4,678,127		
Machinery			23,414,564		
Vehicles			701,297		
CIP			813,872		
Oil			013,072		
Total		\$	509,925,175		
Less: Feeder Mains & M	eter Stations	Ψ	93,293,501		
2500. Foodor Wallio a W	cici cialions		416,631,674		
			410,031,074		
Less: Total Rebates			106,326,287		
Total		Φ.	310,305,387		
Total		Ψ	310,000,007		
				Total C	Capital Cost
					•
	MGD			necov	ery Charge
United City of Yorkville			1 0000/	•	F 070 000
•	1.380		1.828%	\$	5,672,382
DuPage Water Commission (CY2015-CY2016 Avg)*	74.093		`		
Total	75.473				

^{*}Includes Village of Bartlett CY2015-CY2016 as reported

Figure 4 - Buy-in Costs for United City of Yorkville

7. Risks of Service Interruptions and Mitigation Measures

As the two communities transition from well supplies to Lake Michigan water supplied from the DWC system, there are some new risks to service interruptions that should be identified and considered. These risks are discussed below along with existing or proposed measures to mitigate the risks.

Interruption to DWC supply prior to Oswego/Yorkville connection point

The DWC system supplying the proposed water main extension to Oswego/Yorkville is a robust system with many redundancies built in to eliminate or minimize the possibility of service interruption. Below are the major types of potential service interruptions and the existing mitigation measures in place to minimize the risk:

Transmission Main Break

- The DWC system is looped prior to the Oswego/Yorkville connection point and can be supplied from either direction should a break occur in one of the two supplying mains.
- DWC maintains an inventory of repair materials for all pipe sizes and materials in the system.
- DWC has trained field crews on 24 hour call for emergency shutdowns.
- DWC has multiple on-call contracts with underground contractors for major pipeline repairs.

Power Failure

 DWC has three incoming electrical service lines from two different substations. In addition, they have five 2.5 mw standby generators for backup power supply.

Pump Failure

DWC currently has 9 high lift pumps with a system capacity of 185 mgd. Under average operating conditions, only 4 or 5 pumps are used. DWC also plans to install a 10th pump in 2018. In addition, DWC has elevated storage in the system that can be used to supplement supply in the event of a pump outage.

Interruption after Oswego/Yorkville connection point to the DWC supply

A single 30"/42" transmission main, approximately 19 miles in length, is proposed to supply both communities. A break or leak on this line poses the greatest risk of service interruption to one or both of the communities depending on its location. The assumption is that DWC will own, operate and maintain the proposed transmission main, so therefore, several of the same mitigation measures identified above would apply in this instance. They are:

- DWC maintains an inventory of repair materials for all pipe sizes and materials in the system.
- DWC has trained field crews on 24 hour call for emergency shutdowns.
- DWC has multiple on-call contracts with underground contractors for major pipeline repairs.

In addition, other proposed mitigation measures that could be considered to extend the water supply during an interruption of service include:

- Implementation of water use restrictions. The communities should develop operational scenarios that are part of their emergency response plans which detail customer notification protocols for curtailing water usage during a transmission main break event.
- Return to use of existing wells after the supply of Lake Michigan water in reservoir storage is depleted. DWC does not allow blending of water. The communities would need to maintain their wells and sample them on a monthly basis in addition to maintaining their well disinfection systems. This would appear to be the most feasible and lowest cost measure. However, it might result in exceeding EPA contaminant levels for certain water quality parameters and receiving a violation notice from IEPA.
- Construction of additional water storage reservoirs in both communities.

Other mitigation measures that may be available in the future as a result of continued growth and development in the area include:

- DWC may consider a redundant or looping main if more customers come on to the DWC system.
- If more communities connect to the DWC system and supply mains are looped, it may be possible to construct an emergency interconnection to another community.

Available Water Supply from Storage During Service Interruption

Table 17 below shows the existing reservoir storage, 2020 average day demand and approximate duration of available water supply from storage for each community. Again, as discussed in Chapter 2, the Less Resource Intensive (LRI) demands were utilized in the following table due to water conservation measures undoubtedly being taken during a service interruption:

Table 17 – Available Water Supply from Storage During Service Interruption

Community	Existing Storage Volume (mg)	2020 Average Day Demand (mgd)	Approximate Duration of Available Water Supply from Storage (days)
Oswego	5.30	2.92	1.82
Yorkville	4.55	1.83	2.49

The duration length assumes:

- The storage reservoirs are completely full at the time of service interruption
- The entire volume of the reservoir can be used
- The water supply is not supplemented by the well system

From the information provided in the table, it can be seen that the water supply from reservoir storage will last a relatively short time, ranging from 1.8 days to 2.5 days. Interruptions of service due to a main break of the size and length proposed will typically exceed these times. The section below examines the tasks and timeframes associated with the control and repair of a transmission main break.

Potential Service Interruption Due to a Transmission Main Break

The assumptions are that the transmission main will be at a standard depth of bury (5 to 6 feet), located in the right-of-way with valves approximately every 1 mile and will have blow-offs or access points to dewater/flush the main. It is further assumed that the break will require pipe replacement and not be repairable with just a leak clamp. Breaks on pipes installed in river crossings, casings and in deep locations would need to be analyzed on a case-by-case basis but, in general, would require additional time to repair.

The tasks and timeframes associated with the control and repair of a transmission main break are shown in Table 18 below:

Table 18 – Tasks and Timeframes for Transmission Main Repairs

Tasks	Timeframe (hours)
Respond and shutdown	4
Identify break location	4
Utility call and markout (Digger/Julie)	8 to 24
Excavation and dewatering	8 to 24
Repair and filling	8 to 24
Flushing, disinfection, sampling and	24 to 48
approval	
Estimated Return to service from start	56 to 128 hours (2.3 to 5.3 days)
of work	

The total time range for repair assumes that the work is performed in order listed and continues around the clock. While there could be variations that could shorten or lengthen the timeframes, the table does demonstrate that there is probably not adequate existing reservoir storage for uninterrupted water supply during a main break and repair without the use of existing wells.

Conclusions

The greatest risk of service interruption would result from a main break downstream of the existing DWC system at 75th Street and Book Road (i.e. along the proposed 30"/42" transmission main that will supply Oswego and Yorkville). Estimated durations for the control and repair work could readily exceed the available volumes of water in existing reservoir storage for both communities. Maintaining the existing well system to supplement the existing reservoir storage during a service interruption is recommended until some of the other mitigation measures discussed above are put in place.

8. Recommendations

If it is decided to purchase treated Lake Michigan water from the DuPage Water Commission, we envision that the following steps will have to be taken as a minimum.

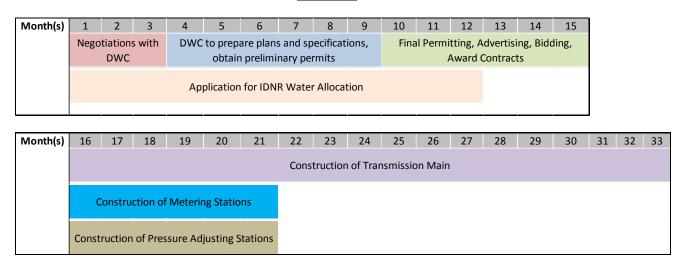
- Determine how many connection points to the DWC transmission main that each of the communities will want as well as their locations.
- Begin negotiations with DWC regarding contract terms and costs.
- Each community will need to apply to the Illinois Department of Natural Resources (IDNR) for a water allocation. As part of the process a pre-hearing and a hearing will be required.
- DWC will prepare plans and specifications for construction of the transmission main and the metering stations.
- Oswego and Yorkville will prepare plans and specifications for the construction of the pressure adjusting stations as well as any internal improvements to their water distribution systems.
- Permits The following permits as a minimum will be required prior to construction of the improvements:
 - Illinois Environmental Protection Agency
 - DuPage County Division of Transportation
 - Will County Division of Transportation
 - Kendall County Highway Department
 - Illinois Department of Transportation
 - Railroad Crossing Permits
 - U.S. Army Corps of Engineers Permit
- Easements will need to be acquired for the construction of the proposed improvements. The following general criteria will be utilized for easements;

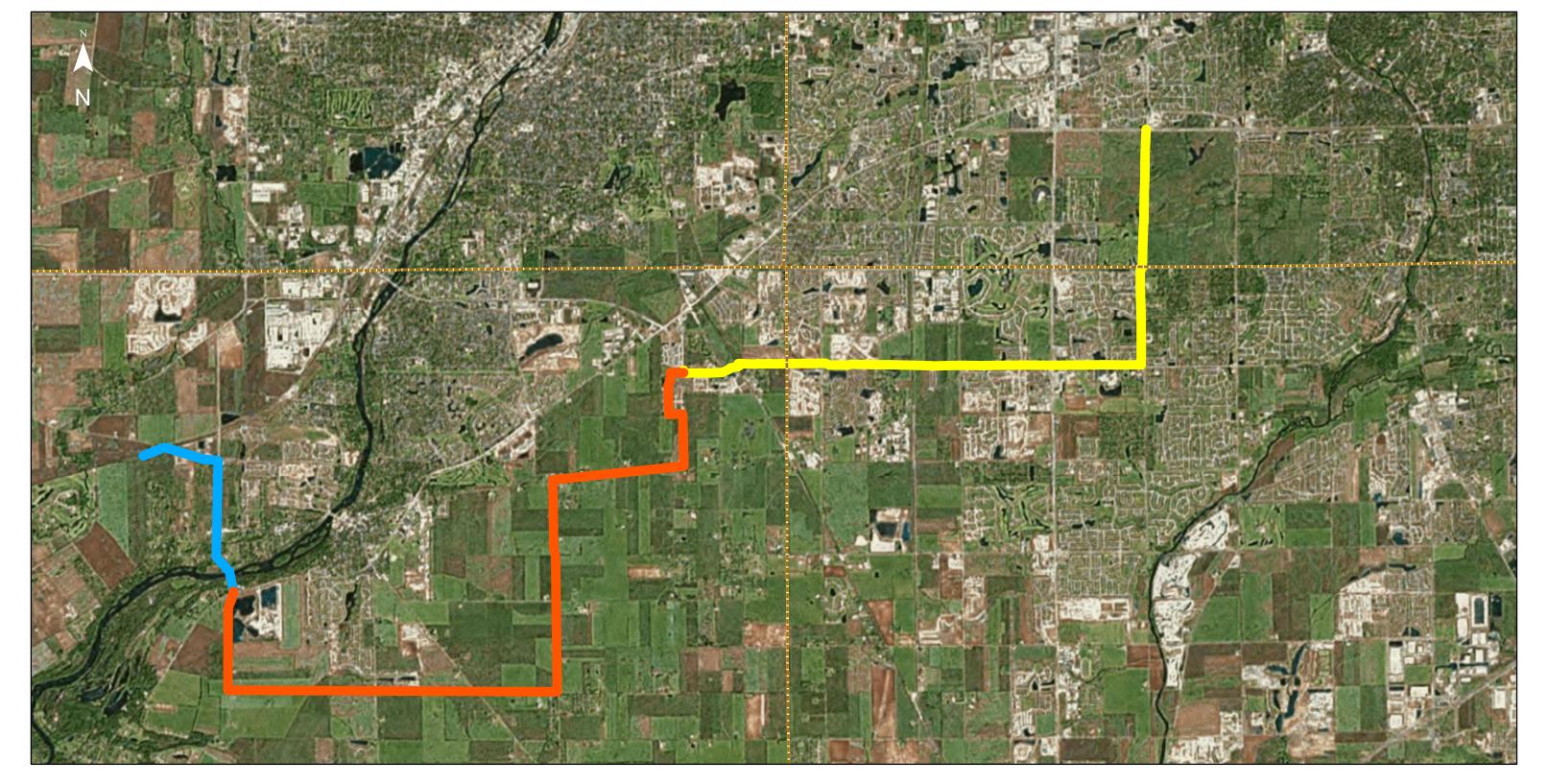
<u>Right of Way:</u> The facilities shall be within practical limits of existing or proposed public rights of way (R.O.W.) or easements where possible. Where it is not practical to locate the facilities within the right of way, they shall be located within existing or proposed easements adjacent to the right of way.

<u>Private Easements:</u> When public R.O.W. or utility corridors are not feasible, private easements shall be sized by the design team and acquired through the DuPage Water Commission's legal counsel.

On the following page, we have included an anticipated timeline for the project that would begin once the key decisions have been made.

Timeline





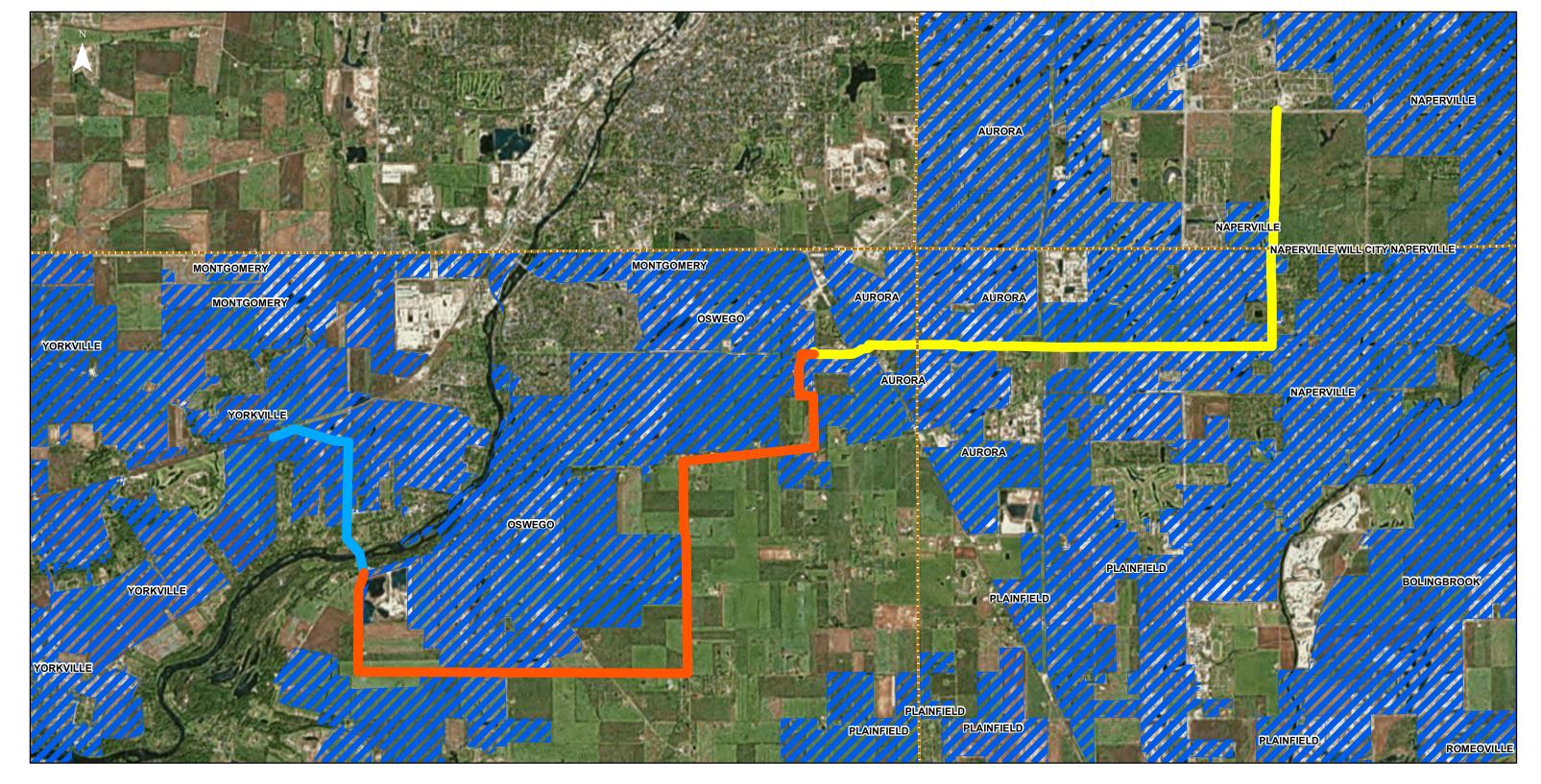
ROUTE MAP WITH KEY FEATURES

September 2017

Figure 5

VILLAGE OF OSWEGO AND UNITED CITY OF YORKVILLE FEASIBILITY STUDY TO RECEIVE LAKE MICHIGAN WATER VIA THE DUPAGE WATER COMMISSION





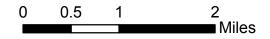
ROUTE MAP WITH MUNICIPAL BOUNDARIES

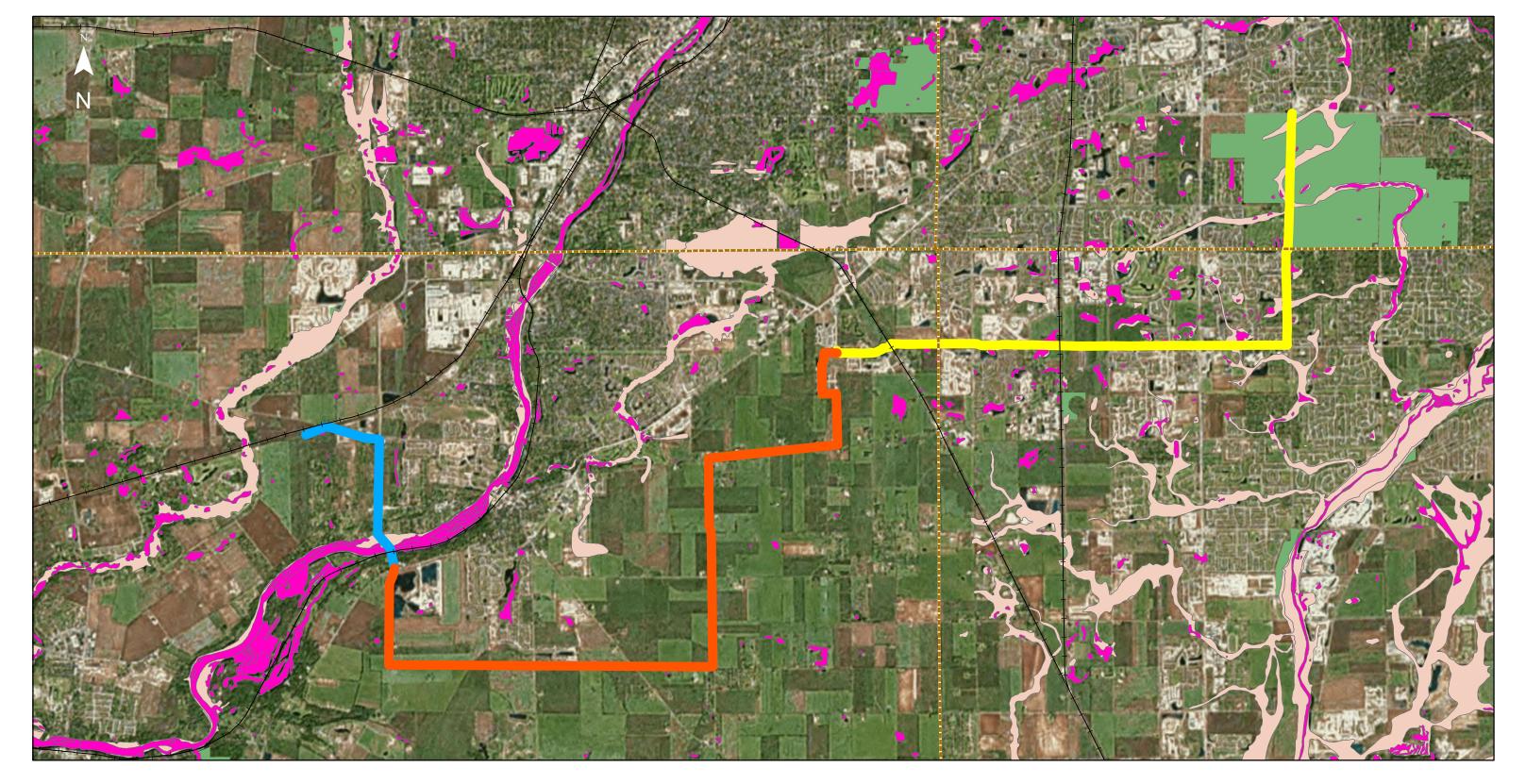
September 2017

Figure 6

VILLAGE OF OSWEGO AND UNITED CITY OF YORKVILLE FEASIBILITY STUDY TO RECEIVE LAKE MICHIGAN WATER VIA THE DUPAGE WATER COMMISSION







ROUTE MAP WITH KEY FEATURES

September 2017

Figure 7

VILLAGE OF OSWEGO AND UNITED CITY OF YORKVILLE FEASIBILITY STUDY TO RECEIVE LAKE MICHIGAN WATER VIA THE DUPAGE WATER COMMISSION



AECOM

AECOM 303 East Wacker Drive Suite 1400 Chicago, IL 60601 www.aecom.com 312 373 7700 tel 312 373 6800 fax

March 30, 2018

Ms. Jennifer Hughes
Director of Public Works/Village Engineer
Village of Oswego
100 Parkers Mill
Oswego, II 60543

Reference:

Proposal for Additional Services Related to

Feasibility Study to Receive Lake Michigan Water

Via the DuPage Water Commission

Dear Ms. Hughes:

Per your request of March 3, 2018, AECOM Technical Services, Inc. (AECOM) is presenting this Proposal to perform the subject additional services. Per your request, the additional services are as follows:

- 1. Complete the route study as follows for the three communities (Oswego, Yorkville and Montgomery).
 - a. Begin at the existing DuPage Water Commission (DWC) transmission main near the intersection of 75th Street and Book Road to 378 Ogden Falls Boulevard (Ogden Falls water tower). This will be the Oswego connection point no. 1.
 - b. Continue from the Ogden Falls water tower to 700 Cole Avenue (Hunt Club Water tower). This will possibly be Oswego connection point no. 2.
 - c. Continue from the Hunt Club water tower south to 2224 Tremont Avenue (water tower). This will be Yorkville connection point no. 1.
 - d. Continuing from the Yorkville connection point no. 1 to Mill Road and then proceeding in Mill Road to 6701 Tuscany Trail (water tower). This will possibly be Oswego connection point No. 3.
 - e. From Mill Road, the route will proceed to 3099 Lehman Crossing (water tower). This will be Yorkville connection point no. 2.
 - f. There will be one connection point for the Village of Montgomery. This route will start at the Ogden Falls water tower (see item a) above) and proceed to 891 Knell Road via two alternate routes.
 - i. Alternate A will be via US30.
 - ii. Alternate B will be via Orchard Road

2. <u>Village of Oswego Internal Distribution System Improvements</u>

AECOM will utilize the Village of Oswego's existing water model to determine the additional internal piping required to distribute water throughout the Village for each alternate. This will include appropriate pressures, water age, pipe diameters, locations as well as need and timing for any additional storage at the connection points. Opinion of probable construction costs will be derived for each alternate as follows:

a. Alternate A – DWC – this alternate will include the need and timing for multiple takeoff points.

AECOM

Ms. Jennifer Hughes March 30, 2018 Page 2

Alternate B – Fox River Water Treatment Plant (WTP) – this alternate will assume that some
of the existing wells will be maintained and that well water will be pumped to the WTP for
mixing. This may require new piping to distribute the treated water.

3. Report (Addendum)

AECOM will prepare a draft copy of the Addendum to the original study which will contain capital costs as well as the annual costs. After review of the Draft report by the three communities, we will finalize the report. We have included four (4) meetings in our scope as follows:

- a. Scope
- b. Review of Draft Copy
- c. Meeting with representatives of Oswego, Yorkville and Montgomery
- d. Meeting with Oswego Village Board

Associated Engineering Costs

AECOM's cost to perform the aforementioned services area as follows:

1.	Completion of Route Study	\$10,000.00*
2.	Village of Oswego Internal Distribution System Improvements	\$18,000.00
3.	Report	\$15,000.00
4.	Update the DWC hydraulic model to include the Village of	\$6,000.00
	Montgomery	
	Total	\$49,000,00

^{*}The breakdown for the three communities based on equal cost splits for pipeline segments along the route per your email of March 22, 2018 that apply to each:

- If Alternative A is used for Montgomery: Oswego \$2,900, Yorkville \$4,610, Montgomery
 \$2,490
- If Alternative B is used for Montgomery: Oswego \$2,650, Yorkville \$4,210, Montgomery \$3,140

Assumptions

This Proposal is based upon the following assumptions:

- 1. The average and maximum day water usages for the Village of Montgomery will be provided to AECOM.
- 2. The location of the Fox River Water Treatment Plant (Item 2, Alternative 2 above) will be per the "Sub-Regional Water Supply and Treatment Planning 2016 Study" prepared for the Village of Oswego dated January, 2017. The improvements for delivering the well water to the plant and the plant infrastructure indicated in this study will be used as a baseline for confirming the costs for this alternate. AECOM will review the costs in this study and apply any suggested revisions or updates to similar unit costs used for the DWC alternative that will allow for an "apples-to-apples" comparison. In addition, AECOM will determine the infrastructure needed to most effectively deliver the treated water from the plant to the Oswego distribution system. It is our understanding

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Ms. Jennifer Hughes March 30, 2018 Page 3

that these improvements would likely consist of transmission mains that would tie into the distribution systems at multiple locations, in a similar manner that is being considered for the DWC alternate.

- 3. We will need permission from the DuPage Water Commission to calibrate and utilize their model. We have not included any meetings with the Water Commission in our scope of work.
- 4. The Village has an existing, calibrated, Bentley WaterGEMS hydraulic model, which includes future Village demands (i.e. 15.6 mgd during maximum day demand) and future Village distribution system expansion. The model is considered an accurate representation of the water distribution system, and no updates (e.g. demands, pipe C-values, etc.) will be needed, other than those listed in this Proposal. Also, there are seven different existing models in the files that were provided to us; we will only run the one model that Oswego desires to utilize. The key improvements needed to accommodate current water demand conditions will be itemized with budgetary costs indicated. Since the allocation of future water demands within the distribution system are likely uncertain, the proposed improvements and associated costs for future conditions will be more general and based on feasibility for accommodating higher water demands within the pressure zones. Our recommendations will be based on the development of a strategy that minimizes changes to the Village's water system, and is expected to include multiple (up to 3) connection points into at least 2 of the pressure zones.
- 5. All modeling will be performed as extended period simulation analyses.
- 6. No fire flow analyses will be performed.
- 7. For the route study, four (4) primary transmission main segments will be evaluated in a workshop setting with key stakeholders from Oswego, Yorkville and Montgomery. At the conclusion of this workshop, it is assumed that a firm route will be agreed upon for these four (4) segments. AECOM will then evaluate each of these segments in detail to provide refined opinions of probable costs that address specific challenges expected to be encountered along the routes (highway/ railroad/water crossings, potential wetlands, restoration considerations, etc.).

We hope that this is the information that you are looking for. We will be happy to meet with you and discuss the Proposal. We are also open to adding or deleting items as you may desire.

In the meantime, please do not hesitate to contact us with any questions that you may have.

Very truly yours

AECOM TECHNICAL SERVICES, INC.

Michael H. Winegard, P.E.

Vice President



100 Parkers Mill • Oswego, IL 60543 • (630) 554-3618 Website: www.oswegoil.org

AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: April 17, 2018

SUBJECT: Feasibility of Receiving Lake Michigan Water – Status Report

ACTION REQUESTED:

Consideration and Discussion of the Feasibility Study to Receive Lake Michigan Water via the DuPage Water Commission

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken	
N/A	N/A	N/A	

DEPARTMENT: Public Works

SUBMITTED BY: Public Works Director/Village Engineer Jennifer M. Hughes, P.E., CFM

FISCAL IMPACT:

None at this time.

BACKGROUND:

The Illinois State Water Survey projects that Oswego could run out of ground water in the next 20-40 years. As the process of securing and implementing a new water source could take ten years, the Village has begun to proactively plan for a new water source. The 2014 Water Study prepared by HR Green identified two viable sources: the Fox River through a new water plant or Lake Michigan via the DuPage Water Commission (DPWC). In 2016, Engineering Enterprises (EEI) performed a sub-regional water analysis finding that a joint Fox River water plant with Yorkville and Montgomery is the preferred alternative for Oswego. In February 2017, the Village received supplemental information from the DPWC which indicated that the Lake Michigan option might be more cost effective than envisioned in the original HR Green report. The Village and the United City of Yorkville contracted with AECOM Technical Services, Inc. to determine if it is technically feasible to connect to DPWC and if so, to estimate the costs.

DISCUSSION:

<u>Feasibility</u>

AECOM determined that connection to DPWC is feasible. Future system improvements will need to be made to ensure adequate pressure at the points where the communities receive water as demands grow over time.

DPWC would construct a 42" transmission main from the connection point in Naperville to the Ogden Falls water tower. From there a cross-town transmission main would deliver water to additional connection points in Oswego before continuing to Yorkville.

Costs

AECOM estimated the costs to connect to DPWC to be \$8.57/1,000 gallons. This rate is above the base rate necessary to support operations and maintenance of the existing infrastructure. They did not analyze any savings realized if the wells are decommissioned but it is likely that some of these costs will be offset by the new pumping costs required for the DPWC option.

Cost Summary Table			
	Oswego	Yorkville	Total
DPWC Buy-in	\$10,128,368	\$5,672,382	\$15,800,750
Transmission Line Capital Costs	\$45,498,600	\$ 25,151,400	\$70,650,000
Total Cost	\$55,626,968	\$30,823,782	\$86,450,750

Note: 1.The transmission line capital cost excludes costs of internal improvements to distribute water throughout the Village from the Ogden Falls water tower.

2. The cost split between Oswego and Yorkville is preliminary and needs further review and calculation.

The DPWC has preliminarily offered to allow the Village to finance the buy-in cost at zero percent interest over thirty years per terms of their agreement with the Village of Bartlett.

Estimated Unit Cost per 1,000 Gallons with 4% Financing for Capital Costs Only (Table 16 from						
AECOM Rep	oort)					
Community	Average	Total	Annual	Per	1,000 Gallor	ns
	Daily	Project	Debt	Debt	Wholesale	Net
	Consumption	Cost	Service	Service for	Cost	Wholesale
	(gpd)			Construction		Cost
				and Buy-In		
Oswego	2,500,000	\$55,626,968	\$3,093,000	\$3.69	\$4.88	\$8.57
Yorkville	1,380,000	\$30,823,782	\$1,866,700	\$3.71	\$4.88	\$8.59

3 | Page

Note: 1. Assumes financing using a 30 year bond at 4% interest for capital costs only

- 2. Assumes the DWC will provide 0% financing for the recovery charges
- 3. Debt service incorporates typical issuance and reserve costs, as determined by Municapital.com municipal bond payment calculator

Remaining Issues to Be Resolved

A few issues remain before staff can present a complete assessment and recommendation regarding the choice between the Fox River and Lake Michigan Water. Staff proposes to enter a contract with AECOM to study these issues. This agreement will be presented for approval at the April 17, 2018 Village Board meeting.

Oswego has not yet studied what improvements will be needed to our internal distribution system under either option. The wells are distributed throughout the Village so there is not a need to have internal transmission pipes. Under the Fox River option, we will need to maintain our wells. We will transmit raw water from the wells to the treatment plant where the well water will be mixed with river water and processed. The finished water will then need to be distributed throughout the Village. We need to understand what pipes are needed and how much they will cost. Similarly, if DPWC provides water at the Ogden Falls water tower, we need to understand if transmission mains are needed to bring water to the well sites for distribution. The required piping on these options could be significant and is not currently figured into the rate analysis.

AECOM conducted a high level estimate of the cost to install the transmission main for the purposes of the feasibility study. Staff would like AECOM to refine this estimate based upon the selected route, identifying segments under pavement versus field, and determining if there are any additional costs such as placing the main beneath railroad tracks.

RECOMMENDATION:

Staff recommends approving the agreement with AECOM at the April 17, 2018 Village Board meeting.

ATTACHMENTS:

 Final Report - Feasibility Study to Receive Lake Michigan Water Via the DuPage Water Commission - October 2017

Dupage Water Commission (DWC) and Sub-Regional Fox River System Cost Comparison

United City of Yorkville & Village of Oswego

CAPITAL COST COMPARISON (Present Value - 2017)

The second secon		Yorkville	Oswego	Total
DWC Extension				
Connection Fees	\$	5,672,382	\$ 10,128,368	\$ 15,800,750
Large Diameter Water Main Construction Cost Estimate (AECOM)	\$	24,628,080	\$ 44,551,920	\$ 69,180,000
Large Diameter Water Main Construction Cost Estimate (Adjustment) $^\xi$	\$	2,906,028	\$ 5,256,972	\$ 8,163,000
2nd Delivery Structure	\$	900,000	\$ 900,000	\$ 1,800,000
Receiving Stations ⁿ	\$	23,000,000	\$ 24,000,000	\$ 47,000,000
Tota	l: \$	57,106,490	\$ 84,837,260	\$ 141,943,750
Sub-Regional Fox River System ^θ				
Additional Wells	\$	3,323,800	\$ 1,808,835	\$ 5,132,634
Well Transmission Main Network	\$	9,864,248	\$ 14,130,127	\$ 23,994,375
Fox River Intake & LSWTP ^µ	\$	28,358,673	\$ 40,599,827	\$ 68,958,500
Treated Water Transmission Main Network ⁷	\$	12,730,800	\$ 7,390,229	\$ 20,121,029
Tota	l: \$	54,277,521	\$ 63,929,018	\$ 118,206,539
Comparison				
Capital Cost Increase For DWC Connection	\$	2,828,969	\$ 20,908,242	\$ 23,737,211
% Increase For DWC Connection		5.2%	32.7%	20.1%

Notes:

O&M RATE COMPARISON (Present Value - 2017)

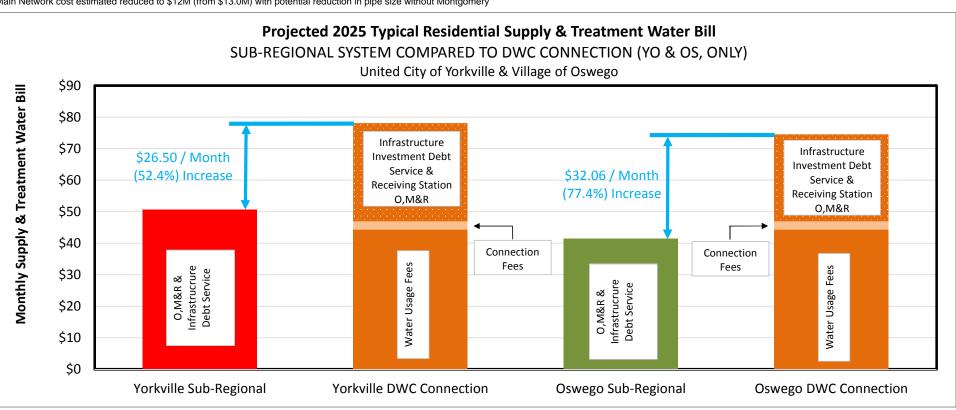
	Rate	Unit
DWC Rate	\$ 4.88	/ 1,000 gallons
Sub-Regional Fox River System [∞]	\$ 3.00	/ 1,000 gallons
O&M Rate Increase For DWC Connection	\$ 1.88	/ 1,000 gallons
% Increase For DWC Connection	62.7%	

Notes:

Sub-Regional Fox River System present value rate adjusted up to \$3.00 / 1,000 gallons (up from \$2.25) without Montgomery

RISK CONSIDERATIONS

- Potential for Lake Michigan allocation extension to the west being closed due to international water disputes
- Fox River plant subject to revised surface water mandates
- Taste and odor issues within Lake Michigan; High water age of system will
- Algae taste and odor issues within the Fox River
- Lake Michigan/DWC rates subject to City of Chicago rate changes
- Future expansion of DWC transmission main would require a second 20 mile transmission main
- Under DWC connection option, Water Works System water losses will need to be under 10% annually
- Long term sustainability of back-up wells is a concern if more communities do not switch to alternative supplies



 $^{^{\}xi}$ 42-Inch and 30-Inch transmission main unit cost increased \$50 / LF & \$75 / LF, respectively.

¹ Receiving Station costs based on comparison to Bartlett's cost estimate; YO = 2 - valve/meter/pump station & 2 - 2.0 MG GSTs @ Each; OS = 2 - valve/meter/pump station & 2 - 2.25 MG GSTs @ Each

⁶ All Sub-regional Fox River System original costs inflated 3% per year for 2 years due to original costs in 2015 dollars

[&]quot;Total intake and LSWTP reduced to \$65M (from total of \$71.6M) with potential reduction in size without Montgomery; Costs distributed 41.4% YO & 58.6% OS based on 2050 MDD

YO Treated Water Transmission Main Network cost estimated reduced to \$12M (from \$13.0M) with potential reduction in pipe size without Montgomery



Memo



Via Email

To: Daniel Di Santo – Village Administrator, Village of Oswego

Bart Olson - City Administrator, United City of Yorkville

From: Jeffrey W. Freeman, P.E., CFM, LEED AP - Vice President

Date: February 23, 2018

Re: Sustainable Water Supply Planning – Water Production Unit Cost Comparison

EEI Job #: OS1701/YO1724-C

During the January 22, 2018 meeting with DuPage Water Commission (DWC) representatives and representatives of both of your communities, there was a discussion whether the calculated \$3.00 / 1,000 gallons would be sufficient to support the operation, maintenance and replacement (OM&R) costs of the sub-regional Fox River Supply System. The purpose of this memorandum is to describe how the OM&R rate was developed and then compare the rate to similar water production facilities currently in operation.

Fox River Supply System OM&R Rate Development

The Fox River Supply System OM&R rate was developed by first defining the required energy, labor, maintenance/service and operating supplies (chemicals) needed to operate the system. We worked with the City of Elgin and City of Aurora to gather unit costs for the operating supplies. We then estimated annual costs for the other OM&R components. The OM&R rate (aka water production rate) was developed by dividing the total OM&R costs by the projected billed units (in 1,000 gallon increments) of water to be sold to the three communities.

City of Aurora Water Production Rate Comparison

The City of Aurora Water Production Division (WPD) operates the City's water supply (mixture of shallow and deep wells and Fox River intake) and Lime Softening Water Treatment Plant (WTP). The City of Aurora currently provides water to a resident population of approximately 200,000, along with the commercial, industrial and institutional land uses within the City of Aurora. The proposed water supply system and Lime Softening WTP for the proposed Fox River Supply System are very similar to the City of Aurora's water production facilities.

Since the City of Aurora WPD and the City of Aurora Water Distribution Division are separate, it was relatively easy for the City of Aurora to segregate their water production cost from their water distribution cost. The City of Aurora provided the following historical water production costs, which would cover the same expenditures within the Fox River Supply System OM&R rate, for the years 2011 – 2016:

Year	Actual WPD Expenditures	WPD Annual Pumpage (gallons)	Cost per 1,000 gallons
2011	\$10,084,000	6,024,699,000	\$1.67
2012	\$10,742,000	6,346,343,000	\$1.69
2013	\$10,669,000	5,939,861,000	\$1.80
2014	\$10,814,000	5,905,437,000	\$1.83
2015	\$10,950,000	5,745,210,000	\$1.91
2016	\$11,126,000	6,073,370,000	\$1.83

City Water, Light, and Power (CWLP) Water Production Rate Comparison

The CWLP utility is a municipal owned utility that provides water to the City of Springfield and some of the surrounding communities. CWLP estimates the population within their service area is approximately 150,000. CWLPs main source of water supply is Lake Springfield. The treatment train instituted at CWLPs Lime Softening WTP, which includes powdered activated carbon addition, lime softening utilizing ClariCones, pH adjustment, filtration and disinfection, is very similar to the City of Aurora's and the Fox River Supply System. CWLP staff stated their most recent water production unit costs were as follows:

Water Production	OM&R Costs
Component	(\$ / 1,000 gallons)
Supply	\$0.1024
Pumping	\$0.1868
Purification	\$0.7195
Billing (Total System)	\$0.2434
Administrative & General (Total System	n) <u>\$0.4036</u>
Total:	\$1.655 7

Conclusion

The City of Aurora's water production rate ranged from \$1.67 - \$1.91 / 1,000 gallons from 2011 – 2016, with the highest rate being in 2015. CWLP's most recent water production rate was \$1.66 / 1,000 gallons. Given the fact that the sub-regional Fox River Supply System is comparable to the City of Aurora and CWLP water production systems, it would appear the \$3.00 / 1,000 gallons OM&R rate is a reasonably conservative water production rate for the Fox River Supply System.

Please let us know if you have any comments or questions.

pc: Jennifer Hughes, P.E., CFM – Director of Public Works, Village of Oswego (via email) Eric Dhuse – Public Works Director, United City of Yorkville (via email) PGW. BPS. STD. CRW. CLV – EEI (via email)



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

Agenda Item Number
Consent Agenda #1
Tracking Number
PW 2018-35

Agenda Item Summary Memo

	Agen	da item Summary Memo
Title: Water De	partment Reports for .	January, February and March 2018
Meeting and Da	te: City Council – A	April 24, 2018
Synopsis: Mon	thly water reports.	
Council Action	Previously Taken:	
Date of Action:	PW 04/17/18 A	Action Taken: Moved forward to CC consent agenda.
Item Number:	PW 2018-35	
Type of Vote Ro	equired: Majority	
Council Action	Requested: Approval	<u> </u>
Submitted by:	Tom Kone	
	Name	Department
	1	Agenda Item Notes:



COMMENTS:

WELL DEPTH

PUMP DEPTH

United City of Yorkville WATER DEPARTMENT REPORT

JANUARY 2018 MONTH / YEAR

WATER ABOVE PUMP

THIS MONTH'S PUMPAGE

WELLS

	(FEET)	(FEET)	(FEET)	(GALLONS)
4	1386	664	384	23,771,000
7	1527	1125	430	8,157,000
8	1384	840	456	8,186,000
9	1368	861	509	8,867,000
			TOTAL TREATED	45,267,000
CURR	ENT MONTH'S PUMP			more THAN LAST MONTH
DAILY	' AVERAGE PUMPED:	1,46	50,225 GALLONS	
DAILY	MAXIMUM PUMPED	: <u>2,9</u>	15,000 GALLONS	
DAILY	' AVERAGE PER CAPI	TA USE:8	1.12 GALLONS	
WATI	ER TREATMENT:			
FLUO	RIDE:	<u>,181</u> LBS. FED 122_LBS. FED ,061_LBS. FED	CALCULATED CON	NCENTRATION: 3.0 MG/L NCENTRATION: .74 MG/L NCENTRATION: .97 MG/L
WAT	ER QUALITY:			
BACT	ERIOLOGICAL SAMPI <u>26</u> SATISFA		INOIS ENVIRONMENTAL P <u>0</u> UNSATIS	ROTECTION AGENCY: SFACTORY (EXPLAIN)
FLOU	RIDE: 3 SAMPL	E(S) TAKEN	CONCENT	TRATION: <u>0.75</u> MG/L
MAIN	TENANCE:			
		LACED: <u>6</u> MXU'S: <u>1</u>	NUMBER OF LEAKS OR BE	REAKS REPAIRED: 2 ERIES REPLACED: 14
	CUSTOMERS:			
RESI	DENTIAL: 12	COMMERCIAL:	0 INDUSTRIA	L/GOVERNMENTAL:0

Main breaks: 806 Adrian: Lost 36,000 gallons. Badger and Wolf Street: Lost 90,000 gallons.



United City of Yorkville WATER DEPARTMENT REPORT

FEBRUAR	RY 2018
MONTH	/ YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)					
4	1386	664	384	17,931,000					
7	1527	1125	430	6,702,000					
8	1384	840	456	15,752,000					
9	1368	861	509	1,574,000					
<u> </u>			TOTAL TREATED	38,849,000					
CURRENT MONTH'S PUMPAGE IS 6,418,000 GALLONS less THAN LAST MONTH 2,758,000 GALLONS more THAN LAST YEAR									
DAILY	AVERAGE PUMPED:	1,38	7,464 GALLONS						
DAILY	MAXIMUM PUMPED	2,16	66,000 GALLONS						
DAILY AVERAGE PER CAPITA USE: 77.08 GALLONS									
WATE	R TREATMENT:								
CHLOR	INE:	835_LBS. FED	CALCULATED CON						
FLUOR	IDE:	53 LBS. FED	CALCULATED CON						
POLYPI	HOSPHATE:	922_LBS. FED	CALCULATED CON	ICENTRATION:97 MG/L					
	R QUALITY:								
BACTE	RIOLOGICAL SAMPL <u>26</u> SATISFA	-	NOIS ENVIRONMENTAL PR 0 UNSATIS	ROTECTION AGENCY: SFACTORY (EXPLAIN)					
FLOUR	IDE: 3 SAMPL	E(S) TAKEN	CONCENT	RATION: <u>0.75</u> MG/L					
MAIN	TENANCE:								
	NUMBER OF METERS REPLACED: 6 NUMBER OF LEAKS OR BREAKS REPAIRED: 1 MXU'S: 20 BATTERIES REPLACED: 2 NEW CUSTOMERS:								
	ENTIAL: 3	COMMERCIAL:	0 INDUSTRIAL	/GOVERNMENTAL:0					

Main breaks: 206 Pleasure Drive Lost 45,000

COMMENTS:



United City of Yorkville WATER DEPARTMENT REPORT

MARCH 2018	
MONTH / YEAR	

WELLS

	NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)					
	4	1386	664	384	19,908,000					
	7	1527	1125	430	7,338,000					
	8	1384	840	456	16,049,000					
	9	1368	861	509	2,159,000					
				TOTAL TREATED	37,045,000					
		NT MONTH'S PUMPA	2,98		ess Than Last Month nore Than Last Year					
C	AILY	MAXIMUM PUMPED	2,07	7 <u>5,000</u> GALLONS						
C	AILY	AVERAGE PER CAPI	TA USE:7	4.90 GALLONS						
V	VATE	R TREATMENT:								
F	HLOR LUOR	IDE:	039 LBS. FED 59 LBS. FED 086 LBS. FED		ICENTRATION: 3.0 MG/L CENTRATION: .74 MG/L CENTRATION: .97 MG/L					
٧	VATE	R QUALITY:								
E	ACTE	RIOLOGICAL SAMPL 26 SATISFA		NOIS ENVIRONMENTAL PR 0 UNSATIS	ROTECTION AGENCY: FACTORY (EXPLAIN)					
F	LOUR	IDE: <u>3</u> SAMPLI	E(S) TAKEN	CONCENT	RATION: <u>0.75</u> MG/L					
1	1AIN	TENANCE:								
	NUMBER OF METERS REPLACED: 4 NUMBER OF LEAKS OR BREAKS REPAIRED: 1									
			ACED:4 MXU'S:42		EAKS REPAIRED: 1 FRIES REPLACED: 2					

Service breaks: 700 Game Farm Road

COMMENTS:



Reviewed By:	
Legal Finance Engineer City Administrator	

Human Resources Community Development Police Public Works Parks and Recreation

Agenda Item Number	
Consent Agenda #2	
Tracking Number	

PW 2018-38

Agenda Item Summary Memo

	8	v
Title: Whisperin	ng Meadows - Completion of Impro	vements – Change Order No. 1
Meeting and Da	te: City Council – April 24, 2018	
Synopsis: Consi	ideration of Change Order No. 1	
Council Action	Previously Taken:	
Date of Action: I	PW 04/17/18 Action Taken:	Moved forward to CC consent agenda.
Item Number: I	PW 2018-38	
Type of Vote Re	equired: Majority	
Council Action 1	Requested: Approval of Change On	rder No. 1
Submitted by: _	Brad Sanderson	Engineering
	Name	Department
	Agenda Item	Notes:



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: April 6, 2018

Subject: Whispering Meadows Units 1, 2 &4 – Completion of Improvements

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing in the Contract Price or Contract Time.

Background:

The United City of Yorkville and Geneva Construction Co. recently entered into agreement for a contract value of \$1,489,553.11 for the above referenced project. The intent of the project is to resurface the roads and any necessary storm, water and sanitary repairs within the Whispering Meadows Subdivision.

Questions Presented:

Should the City approve Change Order No. 1 which would <u>decrease</u> the contract amount by \$374,784.75.

Discussion:

The changes made to the contract are associated with removing the binder and surface course replacement along Faxon Road, removing the offsite storm sewer installation and to minimize the storm sewer repairs to within the roadway limits of Unit 1, 2, and 4 only.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$374,784.75.

CHANGE ORDER

Order No. <u>1</u>		
Date: April 6, 2018		
Agreement Date: <u>TBD</u>		
NAME OF PROJECT: Whispering Meadows – Completion of In	nprovements	
OWNER: United City of Yorkville		
CONTRACTOR: Geneva Construction Co.		
The following changes are hereby made to the CONTRACT DOO 1. See Attached	CUMENTS:	
Change of CONTRACT PRICE:		
Original CONTRACT PRICE:		<u>\$1,489,553.11</u>
Current CONTRACT PRICE adjusted by previous CHANGE OR	DER(S):	<u>\$0.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be (ir by:	icreased) (decreas	sed) <u>\$ 374,784.75</u>
The new CONTRACT PRICE including this CHANGE ORDER w	ill be:	<u>\$1,114,768.36</u>
Change to CONTRACT TIME:		
The CONTRACT TIME will be (increased) (decreased) by	0	calendar days.
The date for completion of all work will be August 31	, 2018	
<u>Justification</u>		
Removed from scope of work.		
Approvals Required		
Requested by:	Unite	ed City of Yorkville
Recommended by:	Engineerin	g Enterprises, Inc.
Accepted by:	Geneva	a Construction Co

CHANGE ORDER NO. 1 WHISPERING MEADOWS - COMPLETION OF IMPROVEMENTS UNITED CITY OF YORKVILLE

ITEMA NO	ITEMS		CONTRACT		UT DDICE	ADDITIONS			DEDUCTIONS		
ITEM NO.	ITEMS	UNIT	QUANTITY	UN	IIT PRICE	QUANTITY		COST	QUANTITY		COST
1	BIT MATERIALS (PRIME COAT)	LB	35,556	\$	0.01	0.0	\$	-	8,131.0	\$	81.31
2	HMA SURFACE REMOVAL, 1.5"	SY	10,532	\$	1.50	0.0	\$	-	0.0	\$	-
3	HMA SURFACE REMOVAL, 2.5"	SY	59,731	\$	1.60	0.0	\$	-	15,638.0	\$	25,020.80
4	HMA SURF REM - BUTT JOINT	SY	80	\$	12.00	0.0	\$	1,104.00	0.0	\$	-
5	HMA SURF CSE, MIX "D", N50	TON	6,084	\$	57.00	0.0	\$	-	1,348.7	\$	76,875.90
6	HMA BINDER COURSE, IL-19.0, N50	TON	9,033	\$	55.00	0.0	\$	-	2,248.0	\$	123,640.00
7	REM AND DISP OF UNSUITABLE MATL	CY	1,000	\$	29.00	0.0	\$	-	0.0	\$	-
8	AGG SUBGRADE IMPROVEMENT	CY	1,000	\$	38.00	0.0	\$	-	0.0	\$	-
9	GEOTECH FAB F/ GR STAB	SY	3,000	\$	0.95	0.0	\$	-	0.0	\$	-
10	PCC SIDEWALK REM & REPL	SF	7,135	\$	7.00	0.0	\$	-	0.0	\$	-
11	PCC SIDEWALK 5 INCH, SPEC	SF	360	\$	6.50	0.0	\$	-	0.0	\$	-
12	DETECTABLE WARNINGS	SF	420	\$	21.00	0.0	\$	-	0.0	\$	-
13	COMB CC&G REM & REPL	LF	2,225	\$	30.00	0.0	\$	-	0.0	\$	-
14	SAWCUT AND CAULKING CRACKED CC&G	EA	144	\$	35.00	0.0	\$	-	0.0	\$	-
15	EPOXY PATCH CURB HEAD	EA	152	\$	45.00	0.0	\$	-	0.0	\$	-
16	CRACK SEALING (CURBS)	LF	41,273	\$	0.41	0.0	\$	-	8,239.0	\$	3,377.99
17	THERMOPLASTIC PAVMNT MARKING - 6"	LF	1,120	\$	2.20	0.0	\$	-	0.0	\$	-
18	THERMOPLASTIC PAVMNT MARKING - 24"	LF	95	\$	5.26	0.0	\$	-	0.0	\$	-
19	YIELD SIGN INSTALLATION	EA	1	\$	300.00	0.0	\$	-	0.0	\$	-
20	DIVIDED ROAD SIGN INSTALLATION	EA	2	\$	300.00	0.0	\$	-	0.0	\$	-
21	REALIGN STREET LIGHTS	EA	2	\$	683.03	0.0	\$	-	0.0	\$	-
22	BACKFILL AROUND STREET LIGHTS	EA	2	\$	724.18	0.0	\$	-	0.0	\$	-
23	48-HOUR BURN TEST	LS	1	\$	1,734.90	0.0	\$	-	0.0	\$	-
24	MH LID REPLACEMENT - SANITARY	EA	2	\$	150.00	0.0	\$	-	0.0	\$	-
25	LOCATE & ADJ STRUCTURE- SANITARY	EA	4	\$	675.00	0.0	\$	-	0.0	\$	-
26	RESET FR & ADJ RINGS - SANITARY	EA	2	\$	500.00	0.0	\$	-	0.0	\$	-
27	RESET FRAME - SANITARY	EA	9	\$	450.00	0.0	\$	-	0.0	\$	-
28	STRUCTURE ADJ - SANITARY	EA	1	\$	500.00	0.0	\$	-	0.0	\$	-
29	REPLACE CHIMNEY SEAL	EA	3	\$	275.00	0.0	\$	-	0.0	\$	-
30	MH FR & LID REPLACEMENT- SANITARY	EA	2	\$	685.00	0.0	\$	-	0.0	\$	-
31	PIPE GROUTING - SANITARY	EA	1	\$	100.00	0.0	\$	-	0.0	\$	-
32	CLEAN STRUCTURE - SANITARY	EA	2	\$	195.00	0.0	\$	-	0.0	\$	-
33	MANDREL TESTING - SANITARY	LS	1	\$	600.00	0.0	\$	-	0.0	\$	-
34	TELEVISING - SANITARY	LF	20,075	\$	1.65	0.0	\$	-	0.0	\$	-

CHANGE ORDER NO. 1 WHISPERING MEADOWS - COMPLETION OF IMPROVEMENTS UNITED CITY OF YORKVILLE

ITENA NO	ITEMS		CONTRACT	UNIT PRICE		ADDITIONS			DEDUCTIONS		
ITEM NO.	ITEMS	UNIT	QUANTITY			QUANTITY	COST		QUANTITY		COST
35	LOCATE & ADJ STRUCTURE - STORM	EA	16	\$ 37	5.00	0.0	\$	-	16.0	\$	6,000.00
36	STRUCTURE ADJ - STORM	EA	2	\$ 27	' 5.00	0.0	\$	-	2.0	\$	550.00
37	RESET FR & ADJ RINGS - STORM	EA	10	\$ 27	' 5.00	0.0	\$	-	10.0	\$	2,750.00
38	RESET FRAME - STORM	EA	23	\$ 27	' 5.00	0.0	\$	-	23.0	\$	6,325.00
39	MH FR & LID REPLACEMENT- STORM	EA	8	\$ 85	0.00	0.0	\$	-	0.0	\$	-
40	REPLACE ADJ RINGS - STORM	EA	10	\$ 32	25.00	0.0	\$	-	7.0	\$	2,275.00
41	REPL MH OPEN LID - STORM	EA	2	\$ 19	3.00	0.0	\$	-	2.0	\$	386.00
42	REPOUR BENCH - STORM	EA	7	\$ 30	00.00	0.0	\$	-	4.0	\$	1,200.00
43	STEP INSTALLATION - STORM	EA	14	\$ 18	35.00	0.0	\$	-	14.0	\$	2,590.00
44	FLARED END SECTION GRATE, 24"	EA	1	\$ 46	0.00	0.0	\$	-	1.0	\$	460.00
45	FLARED END SECTION RIP RAP	SY	210	\$ 7	5.00	0.0	\$	-	210.0	\$	15,750.00
46	BACKFILL SINKHOLE - STORM	EA	11	\$ 12	25.00	0.0	\$	-	11.0	\$	1,375.00
47	PATCH LIFT HOLE IN STRUCT - STORM	EA	50	\$ 6	55.00	0.0	\$	-	50.0	\$	3,250.00
48	RESET BARREL SECT - STORM	EA	1	\$ 31	0.00	0.0	\$	-	1.0	\$	310.00
49	PIPE GROUTING - STORM	EA	1	\$ 10	00.00	0.0	\$	-	0.0	\$	-
50	CLEAN STRUCTURE - STORM	EA	60	\$ 19	5.00	0.0	\$	-	60.0	\$	11,700.00
51	CLEAN OULTET STRUCTURE - STORM	EA	1	\$ 1,35	0.00	0.0	\$	-	1.0	\$	1,350.00
52	MORTAR FILLETS	EA	128	\$ 5	5.00	0.0	\$	-	0.0	\$	-
53	REMOVE FILTER BASKET/FABRIC	EA	59	\$ 2	0.00	0.0	\$	-	59.0	\$	1,180.00
54	ADJ. STORM RESTRICTOR STRUCTURE	EA	1	\$ 40	00.00	0.0	\$	-	1.0	\$	400.00
55	REMOVE & REPLACE STORM SEWER, 12"	LF	8	\$ 41	1.00	0.0	\$	-	0.0	\$	-
56	CLEAN STORM SEWER	LF	347	\$	7.75	0.0	\$	-	347.0	\$	2,689.25
57	DET. BASIN OVERFLOW WEIR INSTALL	LS	1	\$ 6,50	00.00	0.0	\$	-	1.0	\$	6,500.00
58	STORM SEWER CL A 1 18"	LF	1,400	\$ 3	9.00	0.0	\$	-	1,400.0	\$	54,600.00
59	MANHOLE TA 4' DIA T1F CL	EA	3	\$ 1,65	0.00	0.0	\$	-	3.0	\$	4,950.00
60	18" FES W/ GRATE	EA	1	\$ 1,40	00.00	0.0	\$	-	1.0	\$	1,400.00
61	CONNECT TO EX STORM SEWER (CORE DRILL)	EA	1	\$ 1,70	00.00	0.0	\$	-	1.0	\$	1,700.00
	REMOVE EXISTING 18" FES	EA	1	\$ 10	00.00	0.0	\$	-	1.0	\$	100.00
63	STORM SEWER REMOVAL 18"	LF	55	\$ 1	3.00	0.0	\$	-	55.0	\$	715.00
64	TELEVISING - STORM	LF	1,750	\$	3.65	0.0	\$	-	1,750.0	\$	6,387.50
65	REPLACE ADJ RINGS - VALVE VAULT	EA	2	\$ 27	' 5.00	0.0	\$	-	0.0	\$	-
66	LOCATE & ADJ STRUCT - VALVE VAULT	EA	7	\$ 40	00.00	0.0	\$	-	0.0	\$	-
67	STRUCTURE ADJUST - VALVE VAULT	EA	2	\$ 27	' 5.00	0.0	\$	-	0.0	\$	-
68	RESET FR & ADJ RINGS - VALVE VAULT	EA	9	\$ 27	' 5.00	0.0	\$	-	0.0	\$	-

CHANGE ORDER NO. 1 WHISPERING MEADOWS - COMPLETION OF IMPROVEMENTS UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS UNIT CONTRACT UNIT PRICE ADDITI		DITIONS	DEDUCTIONS					
ITEIVI NO.	IT EIVIS	UNII	QUANTITY	UNIT PRICE	QUANTITY	COST	QUANTITY	COST	
69	RESET FRAME - VALVE VAULT	EA	1	\$ 275.00	0.0	\$ -	0.0	\$ -	
70	CLEAN STRUCTURE - VALVE VAULT	EA	3	\$ 195.00	0.0	\$ -	0.0	\$ -	
71	REPLACE BROKEN AUX VB - WATER	EA	2	\$ 725.00	0.0	\$ -	0.0	\$ -	
72	ADJ AUX VB TO GRADE - WATER	EA	17	\$ 230.00	0.0	\$ -	0.0	\$ -	
73	REALIGN AUX VB - WATER	EA	9	\$ 410.00	0.0	\$ -	0.0	\$ -	
74	CLEAN AUX VB OF DEBRIS - WATER	EA	5	\$ 195.00	0.0	\$ -	0.0	\$ -	
75	REM & REPL BROKEN B-BOX	EA	20	\$ 420.00	0.0	\$ -	0.0	\$ -	
76	RAISE FIRE HYDRANT TO GRADE	EA	4	\$ 950.00	0.0	\$ -	0.0	\$ -	
77	LOWER FIRE HYDRANT TO GRADE	EA	2	\$ 1,000.00	0.0	\$ -	0.0	\$ -	
78	ROTATE FIRE HYDRANT	EA	3	\$ 130.00	0.0	\$ -	0.0	\$ -	
79	RESET FIRE HYDRANT - LEANING	EA	2	\$ 1,360.00	0.0	\$ -	0.0	\$ -	
80	BACKFILL AROUND FIRE HYDRANT	EA	1	\$ 100.00	0.0	\$ -	0.0	\$ -	
81	REPAINT FIRE HYDRANT	EA	62	\$ 180.00	0.0	\$ -	0.0	\$ -	
82	TOPSOIL STRIP, STOCKPILE, & REPLACEMENT	LS	1	\$ 10,000.00	0.0	\$ -	1.0	\$ 10,000.00	
83	PARKWAY GRADING & RESTORATION	SY	125	\$ 12.50	0.0	\$ -	0.0	\$ -	
84	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	40,000	\$ 1.00	0.0	\$ -	0.0	\$ -	

TOTAL ADDITIONS = \$ 1,104.00

TOTAL DEDUCTIONS =

\$ (375,888.75)

ORIGINAL CONTRACT PRICE: \$ 1,489,553.11
AMOUNT OF CURRENT CHANGE ORDER: \$ (374,784.75)

NEW CONTRACT PRICE: \$1,114,768.36



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

Agenda Item Number
Consent Agenda #3
Tracking Number

PW 2018-39

Agenda Item Summary Memo

Title: Whispering Me	adows Completion of Improvement	ents – Construction Engineering Agreement
Meeting and Date:	City Council – April 24, 2018	
Synopsis: See attach	ed memo.	
Council Action Previ	ously Taken:	
Date of Action: PW 0	4/17/18 Action Taken: 1	Moved forward to CC consent agenda.
Item Number: PW 2	018-39	
Type of Vote Requir	ed: Supermajority (6 out of 9)	
Council Action Requ	ested: Approval	
Submitted by:	Bart Olson Name	Administration
		Department
	Agenda Item N	Notes:



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: April 12, 2018

Subject: Whispering Meadows completion – construction engineering

Summary

Approval of an engineering agreement with EEI for construction engineering related to the Whispering Meadows infrastructure project.

Background

This item was discussed at the March 27th City Council meeting. At that meeting, the City Council awarded a bid for Whispering Meadows paving and infrastructure. Accordingly, EEI has submitted an engineering agreement for our consideration for construction engineering.

The attached contract contains a \$70,892 estimate for construction engineering and \$5,000 for subcontracting to Rubino Engineering for material testing of concrete and asphalt. Construction engineering will be paid on an hourly basis. These amounts are included in the FY 19 budget. Construction is expected to occur in Summer 2018.

Recommendation

Staff recommends approval of the engineering agreement with EEI for construction engineering related to the Whispering Meadows infrastructure project.

Whispering Meadows – Completion of Improvements United City of Yorkville, Kendall County, IL Professional Services Agreement - Construction Engineering

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment A. All Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. Construction Engineering will be paid for hourly at the actual rates for services to be performed, currently estimated at \$70,892.00. The hourly rates for this project are shown in the attached 2018 Standard Schedule of Charges. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

For outside services provided by other firms or subconsultants, the City shall pay the ENGINEER the invoiced fee to the ENGINEER, plus 10%. Such outside services include, but are not limited to services to be provided by Rubino Engineering, Inc. and are estimated at \$5,000.00

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

Attachment A: Scope of Services

Attachment B: Estimated Level of Effort and Associated Cost

Attachment C: Anticipated Project Schedule

Attachment D: Location Map

City Clerk

Attachment E: 2018 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this _____day of _________, 2018.

United City of Yorkville: Engineering Enterprises, Inc.:

Gary Golinski Brad Sanderson, P.E. Vice President

Beth Warren Angie Smith

Executive Assistant

Attachment A – Scope of Services

Construction Engineering:

- Attend the Pre-Construction Conference with the Contractor
- Provide resident engineering for on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the contractor when questions arise during construction
- Prepare/verify payment estimates
- Prepare change orders
- Gather certified payrolls and waivers of lien
- Provide information to residents as required
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly, or as required based on onsite activities
- Prepare necessary closeout paperwork



ATTACHMENT B - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

WHISPERING MEADOWS - COMPLETION OF IMPROVEMENTS
United City of Yorkville, IL

ENTITY:				ENGINEERING SURVEYI			SURVEYING	G DR		AFTING	ADMIN.	WORK		
			PRINCIPAL		SENIOR			SENIOR			SENIOR		ITEM	COST
WORK		PROJECT ROLE:	IN	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	CAD	PROJECT		HOUR	PER
ITEM			CHARGE	MANAGER	ENGINEER II	ENGINEER	MANAGER	SURVEYOR I	TECHNICIAN	MANAGER	TECHNICIAN	ADMIN.	SUMM.	ITEM
NO.	WORK ITEM	HOURLY RATE:	\$197	\$173	\$160	\$137	\$173	\$149	\$125	\$173	\$137	\$70		
CONSTR	UCTION ENGINEERING													
3.1	Contract Administration		16		24	24						4	68	\$ 10,560
3.2	Construction Layout				2	30							32	\$ 4,430
3.3	Observation and Documentation		16		30	350							396	\$ 55,902
	Construc	tion Engineering Subtotal:	32	-	56	404	-	-	-	-	-	4	496	\$ 70,892
		PROJECT TOTAL:	32	-	56	404	-	-	-	-	-	4	496	70,892

DIRECT EXPENSES					
Printing =	\$	-			
Supplies & Misc. =	\$	-			
Material Testing (Rubino) =	\$	5,000			
DIRECT EXPENSES =	\$	5,000			

LABOR SUMMARY	
Engineering Expenses =	\$ 70,612
Surveying Expenses =	\$ -
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 280
TOTAL LABOR EXPENSES =	\$ 70,892

	TOTAL EXPENSES =	\$	75,892
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\Milkyway\EEL_Storage\Docs\Public\Yorkville\2017\YO1725-C Whispering Meadows, Units 1, 2 & 4-Completion of Improvements\PSAI\[Attachment B - Fee Estimate.xisx\]Fee Summittee (See Section 2) and the second of Improvements (See Section 2) and the second of Impro



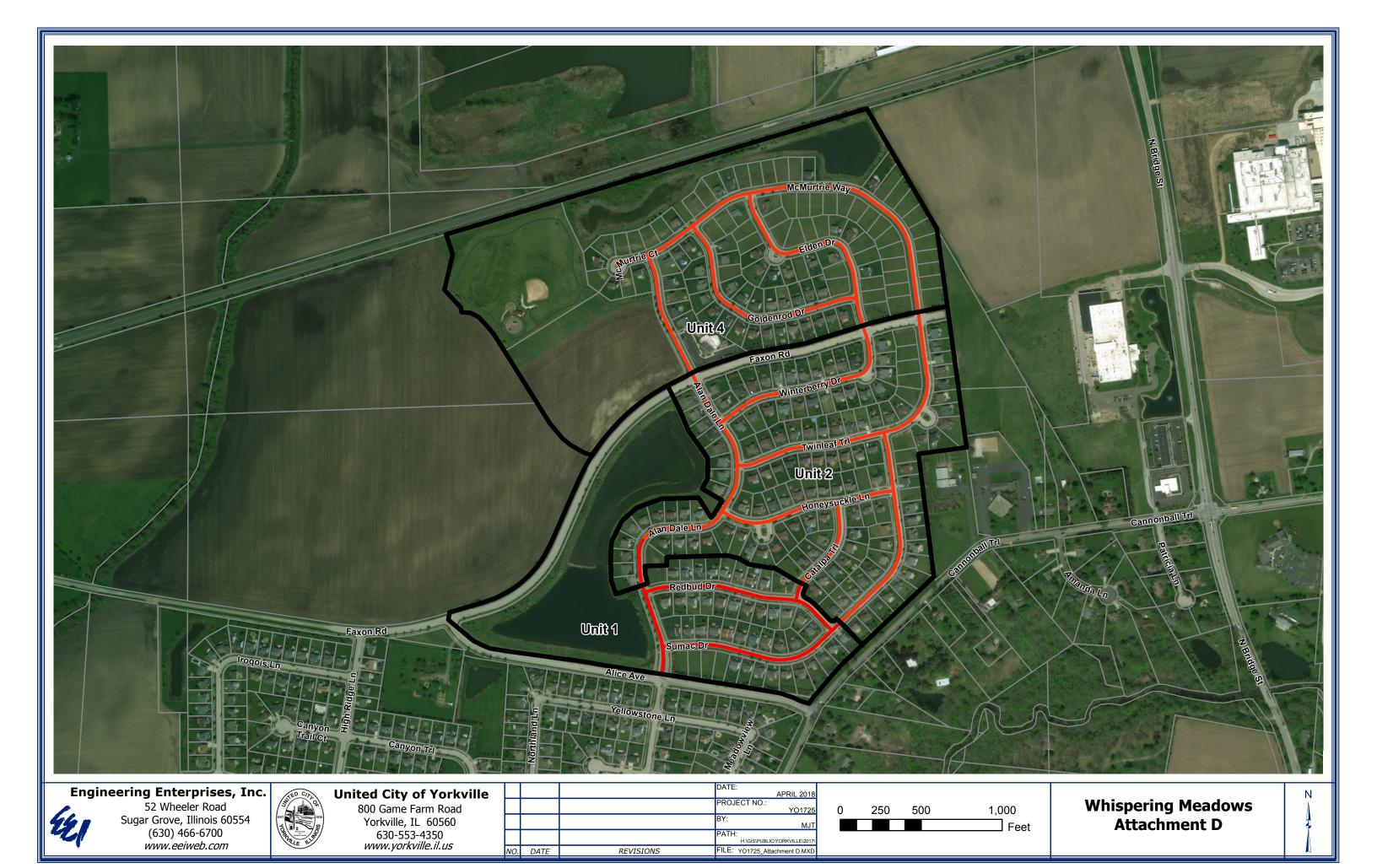
ATTACHMENT C: ANTICIPATED PROJECT SCHEDULE

WHISPERING MEADOWS - COMPLETION OF IMPROVEMENTS UNITED CITY OF YORKVILLE

WORK		Year:																201	8														
ITEM		Month:		Janı	uary		Fel	brua	ry		Ma	rch			April			Ма	y		J	June			Ju	ly		Αι	igust		Sep	ptemb	er
NO.	WORK ITEM	Week Starting:	1	2	3	4	1 2	2 3	4	1	2	3	4	1	2 3	4	1	2	3 4	4 1	2	3	4	1	2	3	4	1 2	3	4	1 :	2 3	4
CONSTR	UCTION ENGINEERING																																
3.1	Contract Administration																																
3.2	Constructing Layout																																
3.3	Observation and Documentation	•											Ī																				

Legend											
Project Management & QC/QA Meeting(s)	Preliminary Design Work Item										
Bidding and Contracting	Construction										

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2017\YO1725-C \Whispering Meadows, Units 1, 2 & 4-Completion of Improvements\PSA\[Attachment C - Schedule.xls]Schedule



Standard Schedule of Charges



January 1, 2018

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$202.00
Principal	E-3	\$197.00
Senior Project Manager	E-2	\$191.00
Project Manager	E-1	\$173.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$160.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$149.00
Project Engineer/Planner/Surveyor	P-4	\$137.00
Senior Engineer/Planner/Surveyor	P-3	\$125.00
Engineer/Planner/Surveyor	P-2	\$114.00
Associate Engineer/Planner/Surveyor	P-1	\$103.00
Senior Project Technician II	T-6	\$149.00
Senior Project Technician I	T-5	\$137.00
Project Technician	T-4	\$125.00
Senior Technician	T-3	\$114.00
Technician	T-2	\$103.00
Associate Technician	T-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 72.00
Administrative Assistant	A-3	\$ 70.00
CREW RATES, VEHICLES AND REPROGRAPHICS		
1 Man Field Crew with Standard Survey Equipment 2 Man Field Crew with Standard Survey Equipment 1 Man Field Crew with RTS or GPS * 2 Man Field Crew with RTS or GPS * Vehicle for Construction Observation In-House Scanning and Reproduction Reimbursable Direct Costs & Services by Others	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color) Cost + 10%	\$163.00 \$254.00 \$202.00 \$293.00 \$15.00
Heimbursable Direct Costs & Services by Others	COS(+ 1070	

^{*}RTS = Robotic Total Station / GPS = Global Positioning System



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

Agenda Item Number									
Consent Agenda #4									
Tracking Number									
PW 2018-40									

Agenda Item Summary Memo

Title: Fox Highland-Raintree Village Water Main Interconnect												
Meeting and Date: City Council – April 24, 2018												
Synopsis: Consideration of Bid Award												
Council Action	Previously Taken:											
Date of Action:	PW 04/17/18 Action Tak	en: Moved forward to CC consent agenda.										
Item Number:	PW 2018-40											
Type of Vote R	Required: Majority											
Council Action	Council Action Requested: Consideration of Contract Award											
	-											
Submitted by:		Engineering										
	Name	Department										
	Agenda It	em Notes:										
												



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: April 10, 2018

Subject: Fox Highland – Raintree Village Water Main Interconnect

Bids were received, opened and tabulated for work to be done on the project at 10:15 a.m., April 6, 2018. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within budget.

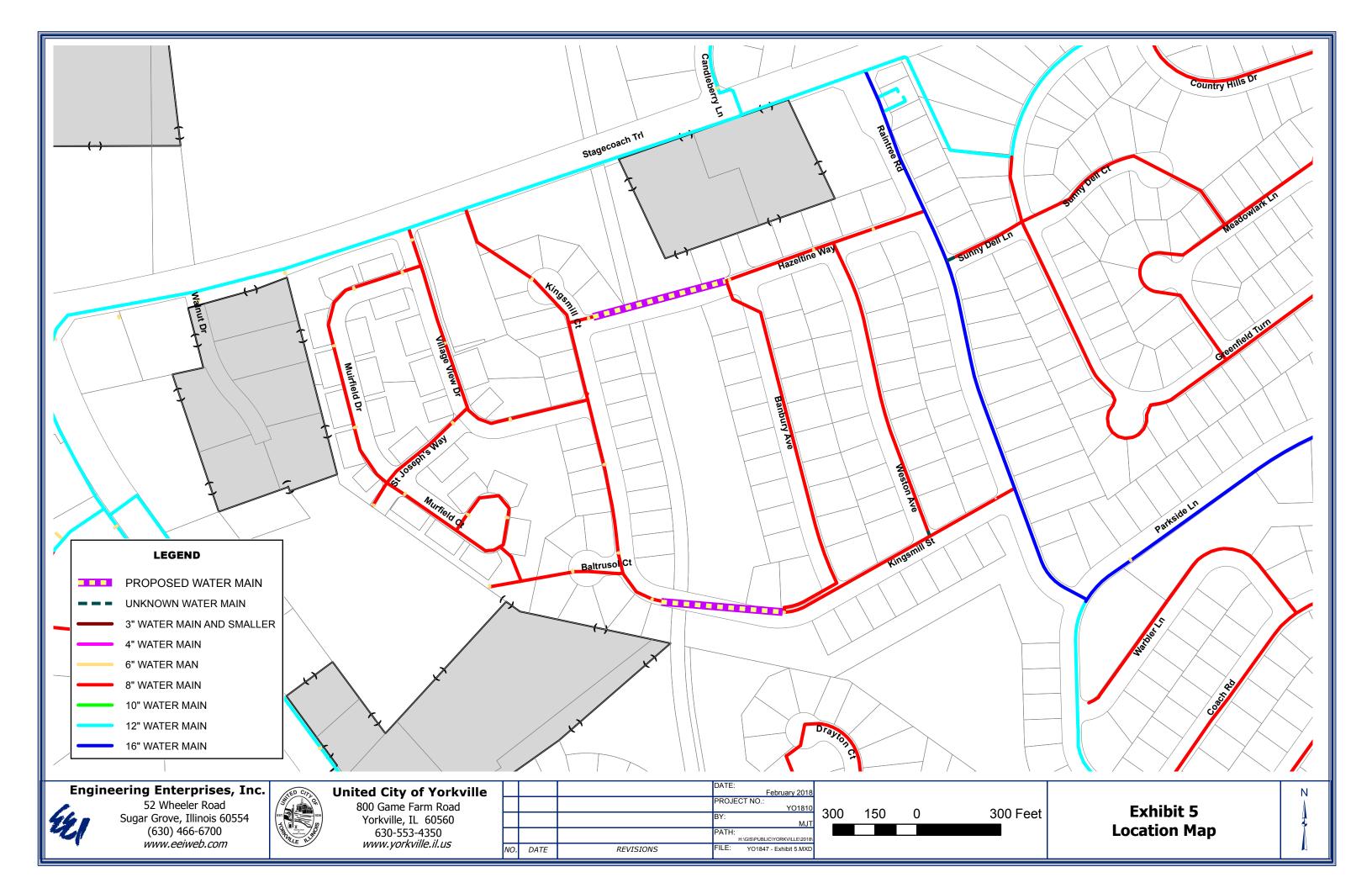
Therefore, we recommend the acceptance of the bid and approval of award be made to the low bidder, Vian Construction Co., Inc., 1041 Martha Street, Elk Grove Village, Illinois 60007 in the amount of \$292,304.00.

If you have any questions or require additional information, please let us know.



BID TABULATION FOX HIGHLAND-RAINTREE VILLAGE WATER MAIN INTERCONNECT UNITED CITY OF YORKVILLE

	UNITED CITY OF TORRVILLE															
	BID TABULATION BIDS RECD 4/6/2018 VIAN CONSTRUCTION 1041 Martha Street Elk Grove Village, IL 60007					H. LINDEN & S 722 E. South Plano, II	Street-Unit D	1305 S. Ri Batavia, I	ver Street	75 Ko	CONSTRUCTION ppie Drive s, IL 60136	1555 Gram	CAVATING nercy Place L 60450	ACQUA CONTRACTORS CORP 1415 S. Ardmore Ave. Villa Park, IL 60181	52 Whe	S ESTIMATE eler Road ve, IL 60554
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE AMOUNT	UNIT PRICE	AMOUNT
1	WATER MAIN, 8-INCH D.I.P, CLASS 52, WITH POLYETHYLENE WRAP	FOOT	1,010	\$ 108.00	\$ 109,080.00	\$ 110.00	\$ 111,100.00 \$	95.00	\$ 95,950.00	\$ 83.00	\$ 83,830.00	\$ 115.00	\$ 116,150.00	\$ 140.00 \$ 141,400.00	\$ 80.00	\$ 80,800.00
2	WATER MAIN PROTECTION, PVC, C-900, 12-INCH	FOOT	188	\$ 40.00	\$ 7,520.00	\$ 110.00	\$ 20,680.00 \$	50.00	\$ 9,400.00	\$ 80.00	\$ 15,040.00	\$ 50.00	\$ 9,400.00	\$ 110.00 \$ 20,680.00	\$ 80.00	\$ 15,040.00
3	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	2	\$ 2,800.00	\$ 5,600.00	\$ 3,000.00	\$ 6,000.00 \$	3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,350.00	\$ 4,700.00	\$ 4,000.00 \$ 8,000.00	\$ 3,800.00	\$ 7,600.00
4	GATE VALVE & VALVE BOX, 8-INCH (RESILIENT SEAT)	EACH	1	\$ 1,600.00	\$ 1,600.00	\$ 3,800.00	\$ 3,800.00 \$	3,500.00	\$ 3,500.00	\$ 1,900.00	\$ 1,900.00	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00 \$ 1,800.00	\$ 2,100.00	\$ 2,100.00
5	PRESSURE CONNECTION WITH 8-INCH GATE VALVE IN 60-INCH VAULT	EACH	2	\$ 5,200.00	\$ 10,400.00	\$ 7,000.00	\$ 14,000.00 \$	7,000.00	\$ 14,000.00	\$ 7,500.00	\$ 15,000.00	\$ 7,800.00	\$ 15,600.00	\$ 9,750.00 \$ 19,500.00	\$ 7,000.00	\$ 14,000.00
6	8-INCH PRESSURE REDUCING VALVE IN 60" VAULT W/TYPE 1 FR & CL	EACH	2	\$ 14,100.00	\$ 28,200.00	\$ 20,000.00	\$ 40,000.00 \$	17,000.00	\$ 34,000.00	\$ 22,000.00	\$ 44,000.00	\$ 19,900.00	\$ 39,800.00	\$ 18,000.00 \$ 36,000.00	\$ 25,000.00	\$ 50,000.00
7	FIRE HYDRANT ASSEMBLY WITH AUX. VALVE, 6-INCH MJ	EACH	2	\$ 5,400.00	\$ 10,800.00	\$ 5,000.00	\$ 10,000.00 \$	5,200.00	\$ 10,400.00	\$ 6,200.00	\$ 12,400.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00 \$ 10,000.00	\$ 5,000.00	\$ 10,000.00
8	DUCTILE IRON FITTINGS	LB	740	\$ 5.00	\$ 3,700.00	\$ 5.00	\$ 3,700.00 \$	8.00	\$ 5,920.00	\$ 0.10	\$ 74.00	\$ 10.00	\$ 7,400.00	\$ 0.01 \$ 7.40	\$ 9.00	\$ 6,660.00
9	WATER SERVICE CONNECTION, 1-INCH	EACH	1	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00 \$	1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00 \$ 1,000.00	\$ 1,200.00	\$ 1,200.00
10	WATER SERVICE PIPE, 1-INCH TYPE K COPPER	FOOT	25	\$ 56.00	\$ 1,400.00	\$ 51.00	\$ 1,275.00 \$	30.00	\$ 750.00	\$ 55.00	\$ 1,375.00	\$ 43.25	\$ 1,081.25	\$ 15.00 \$ 375.00	\$ 40.00	\$ 1,000.00
11	WATE MAIN TESTING-PRESSURE AND DISINFECTION	LSUM	1	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00 \$	5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00 \$ 2,500.00	\$ 4,000.00	\$ 4,000.00
12	FOUNDATION MATERIAL	CUYD	250	\$ 22.00	\$ 5,500.00	\$ 1.00	\$ 250.00 \$	40.00	\$ 10,000.00	\$ 20.00	\$ 5,000.00	\$ 30.00	\$ 7,500.00	\$ 1.00 \$ 250.00	\$ 30.00	\$ 7,500.00
13	EXPLORATORY EXCAVATION	EACH	4	\$ 300.00	\$ 1,200.00	\$ 10.00	\$ 40.00 \$	500.00	\$ 2,000.00	\$ 220.00	\$ 880.00	\$ 500.00	\$ 2,000.00	\$ 250.00 \$ 1,000.00	\$ 1,000.00	\$ 4,000.00
14	BITUMINOUS MATERIALS (TACK COAT)	LB	3,812	\$ 2.00	\$ 7,624.00	\$ 1.00	\$ 3,812.00 \$	0.50	\$ 1,906.00	\$ 1.00	\$ 3,812.00	\$ 0.50	\$ 1,906.00	\$ 1.00 \$ 3,812.00	\$ 0.20	\$ 762.40
15	HOT-MIX ASPHALT PAVEMENT REMOVAL	SQYD	1,540	\$ 4.00	\$ 6,160.00	\$ 5.00	\$ 7,700.00 \$	11.00	\$ 16,940.00	\$ 4.00	\$ 6,160.00	\$ 10.00	\$ 15,400.00	\$ 4.00 \$ 6,160.00	\$ 63.00	\$ 97,020.00
16	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	230	\$ 126.00	\$ 28,980.00	\$ 95.00	\$ 21,850.00 \$	90.00	\$ 20,700.00	\$ 129.00	\$ 29,670.00	\$ 90.00	\$ 20,700.00	\$ 120.00 \$ 27,600.00	\$ 64.00	\$ 14,720.00
17	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	140	\$ 88.00	\$ 12,320.00	\$ 105.00	\$ 14,700.00 \$	100.00	\$ 14,000.00	\$ 90.00	\$ 12,600.00	\$ 93.00	\$ 13,020.00	\$ 83.00 \$ 11,620.00	\$ 67.00	\$ 9,380.00
18	ROADWAY EDGE CRACK SEALING	FOOT	2,000	\$ 2.00	\$ 4,000.00	\$ 2.00	\$ 4,000.00 \$	3.50	\$ 7,000.00	\$ 2.00	\$ 4,000.00	\$ 2.50	\$ 5,000.00	\$ 2.00 \$ 4,000.00	\$ 2.70	\$ 5,400.00
19	SIDEWALK REMOVAL AND REPLACEMENT COMBINATION CURB AND GUTTER REMOVAL AND	SQFT	225	\$ 10.00	\$ 2,250.00	\$ 10.00	\$ 2,250.00 \$	12.00	\$ 2,700.00	\$ 9.00	\$ 2,025.00	\$ 15.00	\$ 3,375.00	\$ 9.00 \$ 2,025.00	\$ 25.00	\$ 5,625.00
20	REPLACEMENT	FOOT	55	\$ 48.00	\$ 2,640.00	\$ 50.00	\$ 2,750.00 \$	45.00	\$ 2,475.00	\$ 32.00	\$ 1,760.00	\$ 88.00	\$ 4,840.00	\$ 34.00 \$ 1,870.00	\$ 40.00	\$ 2,200.00
21	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	30	\$ 88.00	\$ 2,640.00	\$ 10.00	\$ 300.00 \$	90.00	\$ 2,700.00	\$ 75.00	\$ 2,250.00	\$ 65.00	\$ 1,950.00	\$ 87.00 \$ 2,610.00	\$ 75.00	\$ 2,250.00
22	FIRE HYDRANT REMOVAL	EACH	1	\$ 350.00	\$ 350.00	\$ 750.00	\$ 750.00 \$	700.00	\$ 700.00	\$ 1,100.00	\$ 1,100.00	\$ 700.00	\$ 700.00	\$ 150.00 \$ 150.00	\$ 750.00	\$ 750.00
23	SANITARY SERVICE REPAIR, PVC SDR-26, D-2241, 6- INCH	EACH	2	\$ 400.00	\$ 800.00	\$ 100.00	\$ 200.00 \$	2,000.00	\$ 4,000.00	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00 \$ 1,000.00	\$ 600.00	\$ 1,200.00
24	STORM SEWER REPAIR, PVC SCHEDULE 40, 4-INCH	FOOT	20	\$ 57.00	\$ 1,140.00	\$ 64.00	\$ 1,280.00 \$	50.00	\$ 1,000.00	\$ 25.00	\$ 500.00	\$ 45.00	\$ 900.00	\$ 40.00 \$ 800.00	\$ 30.00	\$ 600.00
25	STORM SEWER REPAIR, RCP, 12-INCH	FOOT	60	\$ 65.00	\$ 3,900.00	\$ 75.00	\$ 4,500.00 \$	70.00	\$ 4,200.00	\$ 59.00	\$ 3,540.00	\$ 92.51	\$ 5,550.60	\$ 130.00 \$ 7,800.00	\$ 80.00	\$ 4,800.00
26	STORM SEWER REPAIR, RCP, 15-INCH	FOOT	10	\$ 70.00	\$ 700.00	\$ 85.00	\$ 850.00 \$	150.00	\$ 1,500.00	\$ 85.00	\$ 850.00	\$ 220.00	\$ 2,200.00	\$ 290.00 \$ 2,900.00	\$ 90.00	\$ 900.00
27	STORM SEWER REPAIR, RCP, 30-INCH	FOOT	10	\$ 375.00	\$ 3,750.00	\$ 110.00	\$ 1,100.00 \$	250.00	\$ 2,500.00	\$ 120.00	\$ 1,200.00	\$ 350.00	\$ 3,500.00	\$ 315.00 \$ 3,150.00	\$ 120.00	\$ 1,200.00
28	RESTORATION	SQYD	90	\$ 45.00	\$ 4,050.00	\$ 10.00	\$ 900.00 \$	40.00	\$ 3,600.00	\$ 10.00	\$ 900.00	\$ 20.00	\$ 1,800.00	\$ 25.00 \$ 2,250.00	\$ 10.00	\$ 900.00
29	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL, TYPE 1	TON	50	\$ 50.00	\$ 2,500.00	\$ 40.00	\$ 2,000.00 \$	30.00	\$ 1,500.00	\$ 10.00	\$ 500.00	\$ 15.00	\$ 750.00	\$ 50.00 \$ 2,500.00	\$ 70.00	\$ 3,500.00
30	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL, TYPE 2	TON	50	\$ 50.00	\$ 2,500.00	\$ 40.00	\$ 2,000.00 \$	40.00	\$ 2,000.00	\$ 15.00	\$ 750.00	\$ 12.00	\$ 600.00	\$ 25.00 \$ 1,250.00	\$ 70.00	\$ 3,500.00
31	PERIMETER EROSION BARRIER	FOOT	200	\$ 4.00	\$ 800.00	\$ 3.00	\$ 600.00 \$	4.00	\$ 800.00	\$ 2.00	\$ 400.00	\$ 5.00	\$ 1,000.00	\$ 5.00 \$ 1,000.00	\$ 3.00	\$ 600.00
32	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 6,800.00	\$ 6,800.00	\$ 5,000.00	\$ 5,000.00 \$	5,000.00	\$ 5,000.00	\$ 42,200.00	\$ 42,200.00	\$ 17,500.00	\$ 17,500.00	\$ 4,990.60 \$ 4,990.60	\$ 6,250.00	\$ 6,250.00
33	ALLOWANCE-ITEMS ORDERED BY THE ENGINEER	UNIT	10,000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00 \$	1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00 \$ 10,000.00	\$ 1.00	\$ 10,000.00
	TOTAL				292,304.00		301,387.00		303,141.00)	317,216.00		332,022.85	340,000.00		375,457.40





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

Agenda Item Number	
Consent Agenda #5	
Tracking Number	
PW 2018-41	

	Aş	genda 1tem Sum	mary Memo									
Title: MFT Supple	emental Appropr	riation for Genera	l Maintenance									
Meeting and Date	: City Council	– April 24, 2018										
Synopsis: Seeking	g approval for ad	ditional appropri	ation for bulk rock salt.									
Council Action Pr	eviously Taken	:										
Date of Action: PV	V 04/17/18	Action Taken:	Moved forward to CC consent agenda.									
Item Number: PV	V 2018-41											
Type of Vote Requ	uired: Majority											
Council Action Re	Council Action Requested: Approval											
Submitted by:			Public Works									
	Nan	ne	Department									
		Agenda Item	Notes:									



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: April 4, 2018

Subject: FY19 MFT Appropriation

Summary

Attached is the MFT general maintenance proposal for FY19. This year, the proposed appropriation is \$177,000. If approved, this money will be used to purchase bulk rock salt and electricity for our street lights.

Background

Each year the City Council must approve a proposed resolution to appropriate Motor Fuel Tax funds for use throughout the city under the umbrella of general maintenance. At the same time, IDOT also has to approve the type of maintenance, quantity of materials, and many other factors to make sure they all follow strict IDOT standards and regulations.

Recommendation

I recommend the approval of this resolution to appropriate \$177,000 for general maintenance use as approved by IDOT.

I would ask that this be placed on the April 17, 2018 public works committee for discussion. If you have any questions or need further information, please let me know.



Resolution for Maintenance Under the Illinois Highway Code



			Resolution Num	ber Reso	olution Type	Section No	umber
						18-0000	0-00-GM
BE IT RESOLVED, by the	Go	Council verning Body Type		of the	Local Public	City Agency Type	of
	orkville		s that there is he	reby approp			
	cal Public Agency	300					
One Hundred Seventy						\$177,000.00	
of Motor Fuel Tax funds for	the purpose of mainta	aining streets and	d highways unde	r the applica	ble provisions o	of Illinois High	way Code from
05/01/18 to	04/30/19 Ending Date						
BE IT FURTHER RESOLV including supplemental or r funds during the period as	evised estimates appro	erations as listed oved in connection	and described on with this resol	on the appro lution, are eli	ved Estimate of gible for mainte	Maintenance	Costs, otor Fuel Tax
BE IT FURTHER RESOLV	ED, that	City	of		Yorkvi	ille	
shall submit within three mo available from the Departm expenditure by the Departn BE IT FURTHER RESOLVI of the Department of Trans	onths after the end of the control o	he maintenance ent showing expe riation, and	period as stated enditures and the	above, to the balances re	e Department o maining in the f	of Transportation funds authoriz	ed for
			City	Clerk in a	and for said	Cit	у
Name o	Yorkville						
Name o	f Local Public Agency		n the State of Illi	nois, and ke	eper of the reco	rds and files t	hereof, as
provided by statute, do here	by certify the foregoing	g to be a true, pe	rfect and comple	ete copy of a	resolution adop	pted by the	
Council	of		Yorkville		at a montin	ag hald an	
Governing Body			of Local Public Age	ency	at a meetir	ig rieid on	Date
N TESTIMONY WHEREOF	, I have hereunto set r	my hand and sea	I this	_ day of	Month	n, Year	
(SEAL)			Clerk Signature				
					APPROVED		
			Regional Engine		n	Da	ate



Municipal Estimate of Maintenance Costs



Submittal Type Supplemental

Local Public Agency	,	Countr		04:	- NI			Maintena		
United City of Yorkville		County		Section			Beginnin		End	
Officed City of Forkville		Kenda		18-00	000	-00-GM	05/01/1	8	04/	/30/19
	Est	imated	Cost of Mai	intenan	ice (Operation	s			
Ma	int.			For G	roup	I, IIA, IIB o	r III	70-7000-1-01	T	
Maintenance Operation Er	ng. Insp				ΤÌ		Unit	Item		Est Total
	oup Req		Item	U	nit	Quantity	Price	Cost	- 1	Operation Cost
Snow Removal I		Bulk R	Rock Salt	T	NC	1,400	\$55.00	\$77,000		\$77,000.00
Operation of an existing I		Electri	city							\$100,000.00
Street lighting system										
SACT BID THEOUGH										
CMS										
								T 400 0000		
							- 10 Ac 10 A	· · · · · · · · · · · · · · · · · · ·		

Add Row				Total	Estin	nated Mair	ntenance Or	peration Co	ost \$	177,000.00
stimated Cost of Maintenance Er	nainear	ina	Maintenan							,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Preliminary Engineering	igilicoi	mg_	Maintenand							
Engineering Inspection			Maint O			ted Cost	MFT P	ortion	0	ther Funds
Material Testing			Maint Op Maint E		Φ I	177,000.00	<i>y</i>			
Advertising			Tot		© 4	77 000 00				
Bridge Inspections	-		100	ais		77,000.00				
Total Estimated Maintenance					lot	al Estimate	ed Maintena	nce Cost	\$1	77,000.00
Engineering Cost										
ubmitted										
lunicipal Official		Date								
		7		Approv						
				Regiona						
itlo				Departn	nent	of Transpo	rtation		D;	ate
itle										

State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads and Streets

SPECIAL PROVISION FOR **ROCK SALT**

Effective August 1, 1969 Revised January 1, 2002

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

<u>Description</u>. This item shall consist of furnishing rock salt (sodium chloride) in bins or stockpiles at location designated in the Proposal.

Materials. Material shall meet the requirements of Article 1013.02 except that the gradation shall be as follows:

Passing 12.5 mm (1/2 inch) sieve				0.0		100 %
Passing 9.5 mm (3/8 inch) sleve Passing 4.75 mm (No. 4) sleve	.	•	:		95 -	100 %
Passing 2.36 mm (No. 8) sieve		 , .	 ٠,	 -	20 -	90 % 60 %
Passing 600 μm (No. 30) sieve	•				0	10 %

The Department reserves the right to reject any shipments of rock salt which are delivered in a frozen or caked condition or which contain free water.

The Department reserves the right to accept delivery of Rock Salt which, according to analysis by the Department, has a sodium chloride (NaCi) content of less than 96.0 %, but is not less than 90.0 %. Material with less than 90.0 % sodium chloride will be rejected. When such exceptions are allowed, payment will be adjusted.

Method of Measurement. Rock salt will be measured by the metric ton (ton).

Basis of Payment. This work will be paid for at the contract unit price per metric ton (ton) for furnishing and transporting ROCK SALT based on the sodium chloride content. Payment will be in accordance with the following schedule:

NaCl Content 96.0% to 100.0% Net Bid price per ton.

NaCl Content 95.0% to 95.9% Bld price less \$0.50 per metric ton (ton).

NaCl Content 94.0% to 94.9% Bid price less \$2.00 per metric ton (ton).

NaCl Content 90.0% to 93.9% Bid price less \$4.00 per metric ton (ton).



ILLINOIS

JOINT PURCHASING REQUISITION CY'18-'19 New Purchase Commitment

PLEASE RETURN TO: Illinois Department of

Central Management Services 801 Wm. G. Stratton Building 401 S. Spring Street Springfield, IL 62706

Email Address for submission:

				CIVIS	S.BOSS.EC@illinois.gov			
No Thank You, But keep on mailing list.	Opt-Out-> O Notice:-> Pl	our unit does not want to participal ease complete and return the Conta	ite in the	CY' 2018	8-2019 Contract Procurement.			
Joint Purchasing #:	L-6249	7	_	Date:	3 / ZZ / 2018			
Government Unit:	UNITED	CITY of YORKUILLE	Г		Delivery Point			
Mailing Address:	800 GAME	FARM RD.		(Provide Delivery Details To Contract (Vendor At Time Of Order Placement				
City / State / Zip:	YORKVIllE,	1L 60560	_		,			
County:	KENDALL		_					
Contact Person:	ERIC DA	AUSE .						
Telephone Number:	630-878	3-7102						
Fax Number:	<u>630-553-</u>	4377						
Contact Email:	EDHUSE	Cyperulle M. US		<- Please	provide Email Address			
* * * * * * * * * * * * * Pa	rticipant, Comi	olete Only One - Either "Table-A	" or "T	abla D" D				
Table A: Co	mplete this tabl	e to have the State "SOLICIT BI	DS" for	VOUE COL	commental antity			
ITEM DESCRIP	TION	BID QUANTITY	101					
AASHTO M143 Road Sal		(Total Tonnage)			NIT MEASURE - 25 Ton / Truck)			
Rock Salt, Bull	K			122	Tons			
OF 110N 1 80.%	o. minimum purc	ercentage for Total Tonnage Qua hase requirement/120% maximum hase requirement/120% maximum	purchase	e requiren	nent			
* * * * * * * * * * Partici	pant, Complete	Only One - Either "Table-A" Al	ove or '	"Table-B	"Below * * * * * * * * * *			
Table B: Comple	te this table to l	nave the State "RENEW" Requir	ements	for your	governmental entity			
ITEM DESCRIPT	TION	QUANTITY			NIT MEASURE			
AASHTO M143 Road Salt	or Equivalent	(Total Tonnage)		(22 -	- 25 Ton / Truck)			
Rock Salt, Bulk		1400_			Tons			
Note: Renewal is available	ONLY under	Contracts PSD 4018455, 4018456	, and 40	18457 for	prior CV' 2017-2019			
Tour qualitity may not excee	ed more than a 2	0% increase of last season's quanti	tv and n	rice canno	of increase more than 100/ of			
last season's price. Other 16	erins & Conditio	ns of Contract will remain the same	e as last	year. Plea	ase Check Contract # Below:			
Note Your Current CMS (Contract: PSD 4	018455 (X) -or- PSD 4018456 (r- PSD 40)18457 ()			
I certify that funds are availa governmental unit, and not for	ble for the purch or personal use o	nase of the items on this Requisition of any official or individual or re-sa	n and tha	t such iter	ns are for the sole use of this			
In addition, agree to abide t	by the Joint Purc	hasing Procedure established by th	e Depart	ment of C	entral Management Services.			
J-11/2			DI	z. of f	Public Works			
SIGNATURE OF A	UTHORIZED O	FFICIAL OR AGENT	V e - 33 - 25		TITLE			

Printed on Recycled Paper

11. 110 OS



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

Agenda Item Number
Consent Agenda #6
Tracking Number
PW 2018-43

Agenda Item Summary Memo

Title: Pavement	Management Syste	em Update	
Meeting and Da	te: City Council -	– April 24, 2018	
Synopsis: Cons	ideration of Propos	al	
Council Action	Previously Taken:		
Date of Action:	PW 04/17/18	Action Taken:	Moved forward to CC consent agenda.
Item Number:	PW 2018-43		
Type of Vote Re	equired: Majority		
Council Action	Requested: Propos	sal Approval	
Submitted by: _			Engineering
	Nam		Department
		Agenda Item	Notes:



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: April 5, 2018

Subject: Pavement Management System Update

The purpose of this memo is to present a proposal from IMS to perform an update for the pavement management program.

Background:

The United City of Yorkville completed an analysis of its pavement infrastructure in 2013 utilizing data collected from IMS in 2012. The resulting report that was developed was instrumental in developing the five-year pavement management plan for the City.

Generally, it is recommended that the pavement analysis be revisited every 5 to 7 years in order to maintain accuracy. As noted above, it has been six years since the data has been collected.

Questions Presented:

Should the City approve the proposal from IMS to perform the pavement analysis in the amount not to exceed \$48,000?

Discussion:

IMS will provide the following as part of their proposal:

- Laser condition survey and deflection testing of all 112 miles of City streets
- Digital images every 25'
- Installation of latest PavePro software

EEI and Public Works will utilize the updated information to create a new five-year pavement management plan for the City.

This work is planned within the FY19 budget.

Action Required:

Consideration of approval of the IMS proposal.

105

IMS Infrastructure Management Services 1775 Winnetka Circle, Rolling Meadows, IL 60008 Phone: (847) 506-1500 Fax: (847) 255-2938 www.ims-rst.com

August 1, 2017

Engineering Enterprises, Inc. Christopher J. Ott, E.I., Project Engineer 52 Wheeler Road Sugar Grove, IL 60554

Reference: 2017 City of Yorkville Pavement Management Update Proposal

Dear Robert:

IMS Infrastructure Management Services is pleased to submit our proposal to update the City of Yorkville's pavement management program. The project will include testing the City's entire street system. Network level testing using block-to-block referencing will be performed on approximately 112 test miles of pavement designated by EEI. The field investigation will include a Laser RST surface condition survey, Dynaflect-based deflection testing, GPS referencing and a review of environmental and external factors. Digital images will be provided at 25' intervals. IMS will install the current version of the PavePRO Manager pavement management software with the updated field data. The pavement management software will be linked to the City's GIS. IMS can implement a variety of 3rd party software modules including Lucity, Cartegraph, Cityworks and others, should the City wish to change platforms or expand to an enterprise-wide management system in the future.

The proposed update will ensure that the City's pavement management program is complete and accurately reflects current conditions. It will also provide information on the benefits of the rehabilitation strategies used by the City. This street information can be used to meet many of the reporting requirements of the GASB 34 "modified approach".

A description of the elements of the proposed update program with corresponding cost summary is set forth on the following pages. Pricing is from the official schedule submitted by IMS to the Northeast Illinois Partnering Contract (a consortium of North and northwest Chicago municipalities). MFT funds can be used for IMS pavement management programs. We will assist the City and EEI in preparing the IDOT engineering agreement and expediting the approval from Local Roads.

We look forward to our continued work with Engineering Enterprises, Inc. and the City of Yorkville. If you have any questions regarding this proposal or new IMS services, please feel free to contact our office.

Very truly yours,

IMS Infrastructure Management Services, LLC

Donald L. Hardt

Manager of Client Services

Project Approach – Pavement Management Program Update

1. Surface Condition Survey

Surveys are completed using the Road Surface Tester (RST). The City will receive a continuous, objective, and accurate survey of the surface condition of the street network. Retests will be performed using previous sectioning wherever possible. These network-level surveys with intersection-to-intersection test sections will be linked to the City's GIS. The RST provides a great deal of flexibility and can easily adjust test section lengths to meet previously established test sections and/or any revised City goals. Single-direction testing will be performed on the two-lane streets. Two-direction testing is recommended for use on divided streets



and arterials and collectors with four or more lanes of traffic. The surface condition survey is conducted continuously over the entire length of the test section and is not based on sample sections. The information gathered in this survey includes inventory, roughness, rut depth, cracking, texture and distress. The effects of environmental conditions will be considered in conjunction with the surface condition survey.

To provide the City with a future ROW asset data collection option, IMS will collect continuous digital video during the surface condition survey. The RST combines an inertial navigation guidance system with GPS to geo-locate visible pavement and ROW features. The simultaneous pavement and ROW asset data collection capability of the RST is unique in the industry. It provides an efficient and cost-effective means to populate both pavement and future asset management systems.

The presence of any failed or broken concrete slabs within a test section will be recorded for further detailed identification during the deflection survey. IMS crews will use the City-identified definition of failed/broken slabs as the basis for our rating. The number of failed slabs will be recorded during the deflection survey and used by PavePRO Manager software to give the City an option to address individual slab removal and replacement as a maintenance/rehabilitation strategy for concrete pavements.

2. Deflection Testing

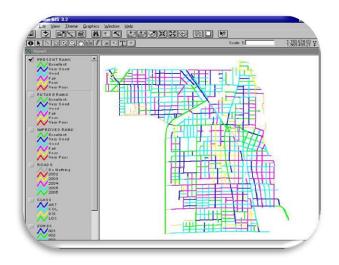
Each street test section surveyed by the Laser RST will receive a deflection test. This testing will be performed using the Dynaflect device and the results of this testing will permit an analysis of the structural capabilities of the existing street section. IMS utilizes all five sensors of the Dynaflect in its structural analysis. This provides valuable information on the capabilities of the pavement, base and subgrade sections, and the interaction between these sections. Deflection testing will be performed on all streets in the City and will provide a solid basis for comparison to previous results.



Although most Chicago area agencies include structural analysis as part of their program, the PavePRO software can be used with or without deflection data.

3. GIS and Pavement Management

IMS will provide a link between the City's GIS program and the pavement management data to enable the City to display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans or most any of the data in the pavement management program. The City can use the query function of its mapping program to display the pavement management data and images. It may also be possible to use its mapping program to make queries of other departments infrastructure plans in conjunction with their street rehabilitation plans to determine if conflicts exist between plans. To



most effectively maintain this link, IMS will require a copy of the City's current electronic centerline map prior to field data collection activities.

4. Digital Images

In conjunction with the surface condition survey, each test section is recorded with GPS referenced digital video with forward and rearward directed video cameras and used as part of IMS' Quality Control and Quality Assurance procedures. Additional cameras can be used to expand the viewing area or include features of special interest to the City. IMS will provide digital images at intervals of 25' for viewing in PavePRO Manager software and/or through the City's GIS. Many agencies find these images valuable as a "point-in-time" record of their roads and as a source of information for a variety of engineering, legal/investigative, and administrative uses. They can also be beneficial in assessing damage from a natural disaster or unforeseen event.

The PavePRO Manager software includes an image module. This enhancement allows for the attachment of digital images to each test section. The City can then access all the pavement management data from a selected block and view multiple digital images for the identified section on his/her computer monitor. The digital images will be captured directly from the continuous video performed as part of the RST survey, but can be expanded to include images generated from a City-owned digital camera, and/or result from scanned photos or drawings.



IMS uses an automated image capture process that is cost effective and provides for a user-defined frequency for the number of pictures per section.

5. Pavement Management Software Implementation & Training

IMS will provide the current version of PavePRO Manager software fully loaded with IMS collected field data. Any City condition data and maintenance histories can be added following staff training. The software will be installed on the City's computer network. Since the software is provided with a site license, it can be used on laptops, field computers or by other departments at no additional charge. The software provides information on existing conditions, future performance, viable maintenance and rehabilitation strategies, optimization, schedules, budgets multiyear programs. The program is kept

	Street	From		To		Class	Zn A	Zn B	Zn C L	ength.	Width	Surf	Are	a (sq.	yd.
0001	55TH PL	ADAMS	ST	CAS	SAV	RES	001		П	1066	22.	0 AC	26	05.8	
0002	56TH PL	CASS A	V	ADA	MS ST	RES	001			1059	22.	0 AC	26	88.7	
0003	56TH ST	ADAMS	ST	CAS	SAV	RES	001			1063	22.	0 AC	25	98.4	
0003	56TH ST	CASS A	V	CITY	LIMIT	RES	001			2436	22.	0 AC		354.7	
	56TH ST	WESTE		OAK			001			1112		0 AC		65.3	
	57TH ST	CASS A			T END		001			578		0 AC		56.0	
	57TH ST	ADAMS			TEND	RES	001			1211		2 AC		52.6	
	57TH ST	OAK AV			METTE AV		001			620		0 AC		53.3	
	58TH ST		REEKLN		VIEW AV	1100	001			1627		0 AC		19.4	
	58TH ST	JAMES			TEND		001	_	\vdash	1192		0 AC		13.8	_
0010	59TH ST	CITY LI	MIT	HEA	THLN	COL	001			1564	34.	3 AC	59	860.6	
	Edit Street Name	1	rom		То		Le			Area (s					C
Ŀ	Luk ottoot Italio		DAMS ST		WASHINGTON	ST	+	251	18.0		_	W 1	\rightarrow	AC	Υ
			VASHINGTON	ST	LINDLEY RD		\perp	343	22.0		_	W 1	_	AC	Υ
	Edit Street Class		INDLEY RD		PARK ST		\perp	327	22.0		_	W 1	\rightarrow	AC	Υ
		P	ARK ST		WEST END		\perp	290	22.0	708.9	9	W 1		AC	Υ
_							\perp	_		_		\perp	_		L
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current by City staff through input of rehabilitation activities.

6. Project Timing

The data collection phase of the proposed update program including the RST survey and deflection testing will be completed within a four week period. Data processing, GIS linkage, and digital images will immediately follow the fieldwork. The current version of PavePRO Manager software with the updated test results will be delivered within 60 days of completion of the field testing.

Fee Schedule

The cost summary is based on the following fee schedule. It is derived from the official schedule submitted by IMS to the Northeast Illinois Partnering Contract (a consortium for North and Northwest Chicago area municipalities) and offers reduced pricing for our Chicago metro area clients. It is based on scheduling surveys in conjunction with other area projects to minimize mobilization charges.

•	Project Initiation	\$2,000.00
•	Network Referencing	\$1,500.00
•	RST Local Mobilization, Setup & Calibration	\$1,500.00
•	RST Surface Condition Survey	\$135.00/ test mile
•	Dynaflect Local Mobilization, setup & Calibration	\$1,000
•	Deflection Testing	\$125.00/ test mile
•	Data Processing	\$20.00/ test mile
•	Development of Structural Indices (3 rd Party Software)	\$15.00/ test mile
•	PCC Slab Survey (for streets with no deflection testing)	\$20.00/ test mile
•	Pavement Width Measurements (for streets with no deflection testing)	\$10.00/ test mile
•	PavePRO Manager Software	\$3,000.00
•	3 rd Party Software	Special Quote
•	Data Configuration & Data Load (3 rd Party Software)	Special Quote
•	Parking Lot Survey, Software/Report	\$0.25/sq.yd Special Review
•	Software Training (on site)	\$1,000.00/day - \$600/ half day
•	Engineering Interpretation, Analysis, Special Reports	\$125.00/hour
•	Transfer of Historical Data to a New Program	\$85.00/hour
•	PavePRO Software Maintenance and Support	\$1,000.00/year
•	GIS Linkage	\$20.00/ test mile
•	Digital Images @ 25' intervals (single view)	\$22.00/ test mile
•	Digital Images @ 25' intervals (additional views)	\$14.00/mile/view
•	Digital Video Storage for Future ROW Asset Extraction	\$10.00/ test mile
•	GPS/Camera Extraction Set-up & AVI Conversion	\$10.00/ test mile
•	ROWMan Software	\$2,000.00
•	Master Asset List Development	\$300.00 - \$1,500.00
•	Project Management	7.5% of Task Activities
•	Asset Extraction Services*	Special Quote

Cost Summary

IMS has developed the following cost summary based on a street network of 112 test miles. Mileages were developed using the information from the 2012 survey and adding 2 miles for new roads.

2017 Pavement Management Program Update

Task	Activity	Qty	Units	Unit Rate	Total
	Project Initiation				
1	Project Initiation	1	LS	\$2,000.00	\$2,000.00
2	Network Referencing	1	LS	\$1,500.00	\$1,500.00
	Field Surveys				
3	RST Local Mobilization, Setup & Calibration	1	T-MI	\$1,500.00	\$1,500.00
4	RST Surface Condition Survey	112	T-MI	\$135.00	\$15,120.00
5	Dynaflect Local Mobilization, Setup & Calibration	1	T-MI	\$1,000.00	\$1,000.00
6	Deflection Testing	112	T-MI	\$125.00	\$14,000.00
7	Pavement Width Measurements	112	T-Mi	\$10.00	\$1,120.00
	Data Management				
8	Data Processing	112	T-MI	\$20.00	\$2,240.00
9	GIS Linkage	112	T-MI	\$20.00	\$2,240.00
10	Digital Images (1 HD View @ 25' Intervals)	112	T-MI	\$20.00	\$2,240.00
11	Software Maintenance and Support	1	LS	\$1,000.00	\$1,000.00
12	Project Management	1	LS	\$3,297.00	\$3,297.00
		Pavement Management F	rogram U	pdate Total:	\$47,257.00
	Outland Brown and Comiton				
13	Optional Pavement Services On-site Software Training	1	Day	\$1,000.00	\$1,000.00
14	8	112	Day T-Mi	\$1,000.00 \$10.00	\$1,000.00
14	Digital Video Storage for Future Asset Extraction	112	ı-IVII	Φ10.00	\$1,120.00

Services are provided on a unit-price basis. The fee schedule is submitted with the assumption that the City will provide or assist IMS with the following information and services:

- Street list and GIS centerline file of roads to be surveyed complete with functional classifications.
- Safety vehicle to trail deflection-testing equipment on major collectors, if requested.
- Notification and coordination with other departments or agencies, if necessary.

Project Approval - Engineering Enterprises, Inc. for the City of Yorkville, IL

This proposal is submitted in duplicate with each copy being considered as an original. Acceptance is constituted by signing and returning one copy to our office.

Approved Services (please check off selected services)

Pavement Management Program Update – \$47,257.00

Optional Pavement Services (please check off selected services)

1-Day On-site Software Training – \$1,000.00

Video Storage for Future Asset Extraction – \$1,120.00

ACCEPTED:

By:

Title:

Date:



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

Agenda Item Number
Consent Agenda #7
Tracking Number
PW 2018-44

Agenda Item Summary Memo

Title: Metronet	Easement Agreement	– Cannonball Trail
Meeting and D	ate: City Council –	April 24, 2018
Synopsis: See	attached memo.	
Council Action	Previously Taken:	
Date of Action:	PW 04/17/18	Action Taken: Moved forward to CC consent agenda.
Item Number:	PW 2018-44	
Type of Vote R	Required: Majority	
Council Action	Requested: Approva	al
Submitted by:	Bart Ols	
	Name	Department
		Agenda Item Notes:



Memorandum

To: Public Works Committee From: Bart Olson, City Administrator

CC:

Date: April 12, 2018

Subject: Metronet Easement Agreement

Summary

Approval of an easement for Metronet equipment near the City's Cannonball Trail pump station site.

Background

The City Council approved the Metronet Cable Franchise Agreement at the March 13, 2018 meeting. Metronet is finalizing documents and is beginning to look at construction plans. One component of their construction rollout is installation of various utility cabinets throughout the City. These can be sited within the rights-of-way throughout town, pursuant to the City's right-of-way control ordinances. However, Metronet is looking for one cabinet in the area of Cannonball Trail and Route 34 and staff proposed to put the cabinet within the Cannonball Trail booster station near the northeast corner of Kendall Marketplace. Since there are already utilities in the area and it is set back from the roadway, we thought this was a good location.

An aerial with the general location of the cabinet and the booster station is attached. The easement document is attached. The easement is not required to be given by the City under the franchise agreement, but we are proposing a minimal fee for the easement.

Recommendation

Staff recommends approval of the easement.



Document Prepared by and After Recorded Return to:

Metro Fibernet, LLC Attn: Legal Department 8837 Bond Street Overland Park, KS 66214

(Space Above this Line for County Recorder's Use only)

Grant of Utility Easement

This Grant of Utility Easement ("Grant of Easement") is made as of this ____ day of April 2018, by the United City of Yorkville ("Grantor").

RECITALS:

- A. Grantor is the owner of record of a certain parcel(s) of real estate legally described on Exhibit A attached hereto and made a part hereof (the "Parcel").
- B. Subject to and in accordance with the terms and provisions of this Grant of Easement, Grantor desires to convey to Metro Fibernet, LLC d/b/a Metronet ("Grantee") a utility easement on, in, under and across a certain portion of land on the Parcel (the "Easement Parcel") that is legally described on Exhibit B-1 and depicted on Exhibit B-2 hereto.
- **NOW, THEREFORE,** for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and agrees as follows:
- 1. Grant of Easement. Subject to the terms, covenants, conditions and restrictions contained in this Grant of Easement, Grantor hereby declares, grants, and establishes for the benefit of Grantee a nonexclusive easement ("Easement") on, in, under and across the Easement Parcel to construct, operate, maintain, expand, replace and remove facilities that Grantee may desire, consisting of but not limited to cabinets, concrete pads, aerial cables, underground cables, wires, conduits, manholes, drains, splicing boxes, utility meters, surface location markers, gas mains, electric lines, water lines, telecommunications systems and other facilities or structures for similar uses, upon, over, through, under and along the Easement Parcel together with the right of access over and across such limited portions of the Parcel that are reasonably necessary to undertake the foregoing in and under the Easement Parcel. This Easement also includes the right of ingress and egress over and across the property adjacent to the Easement Parcel for the purpose of exercising the rights granted herein, and the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Parcel during construction and maintenance and to use adjacent areas as necessary. The rights granted to Grantee pursuant to this Grant of Easement shall be assignable for the placement of facilities for the purpose of providing services to Grantee, such as to third party utilities and service providers.

- 2. <u>Restoration of Easement Parcel.</u> If the exercise by Grantee of its rights under this Grant of Easement causes a disturbance, destruction or removal of any gardens, shrubs, landscaping, paving or other improvements permitted to be located on the Easement Parcel pursuant to the terms hereof or otherwise located on the Parcel, then Grantee will restore the affected portion of the Easement Parcel and/or the Parcel to substantially its prior condition; provided, however, Grantee may reasonably cut or trim any tree, shrub or other plant that interferes with the construction, operation, maintenance, renewal, relocation or removal of the cabinets, underground pipes, meters, wires, cables, conduits, manholes, transformers, pedestals and other facilities in the Easement Parcel as is permitted to Grantee pursuant to the terms of this Grant of Easement.
- 3. Additional Easements Limitation of Improvements. Grantor will have the right to use and enjoy the Easement Parcel so long as Grantor's use does not interfere with the rights conveyed to Grantee. The rights reserved by the Grantor include the right to cross sections of the Easement Parcel and right-of-way with roads, parking lots, sewers, utilities, drains and the like in such manner as not to disturb Grantee's facilities or the operation or maintenance thereof. In addition, Grantor reserves the right to grant additional easements in, on, over or under the Easement Parcel; provided, however, any such grant of additional easements shall not interfere with the rights granted hereunder to Grantee. Notwithstanding the foregoing, Grantor shall not permit any buildings or other permanent structures not set forth above to be constructed or placed on the Easement Parcel if such structure would disturb Grantee's facilities or the operation or maintenance thereof or otherwise interfere with Grantee's use of the Easement Parcel for the purposes stated herein.
- 4. <u>Access.</u> Grantee shall have a right of access seven (7) days a week, twenty-four (24) hours a day to the Easement Parcel, including the right of access to the Easement Parcel inside the fenced portion of the Parcel.
- 5. <u>Term.</u> This Grant of Easement shall be coterminous with the term of the franchise agreement by and between CMN-RUS, Inc. and Grantor, or any subsequent franchise or similar agreement entered into between CMN-RUS, Inc. and Grantor that replaces such franchise agreement. In the event there is a change in applicable law, and CMN-RUS, Inc. no longer is required to enter into a franchise or similar agreement with Grantor to provide video services, upon the delivery of written notice from either Grantor or Grantee to the other party, the parties shall negotiate in good faith on an appropriate amendment to this Section 5 that shall include a new term which shall not be less than ten (10) years. Any such amendment shall be recorded. Grantor may terminate this Grant of Easement in whole or in part upon thirty (30) days written notice to Grantee for Grantee's non-use of the Easement for the purpose for which it was granted for any consecutive twelve (12) month period.
- 6. Insurance and Indemnity. Throughout the term of this Grant of Easement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Grantor certificates of insurance in accordance with the amounts set forth in Section 7-8-8 of the Yorkville City Code. The Grantee shall indemnify, defend and hold harmless the Grantor, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising from the Grantee's construction and operation of its facilities within or on the Parcel. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Grant of Easement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Grant of Easement. The Grantor shall give the Grantee timely written notice of its obligation to indemnify and defend the Grantor after the Grantor's receipt of a claim or action pursuant to this Section 6. For purposes of this Section 6, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Grantor. If the Grantor elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Grantor shall be the responsibility of

the Grantor. The Grantee shall not indemnify the Grantor for any liabilities, damages, costs or expense resulting from any conduct for which the Grantor, its officers, employees and agents may be liable under the laws of the State of Illinois. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Grantor by reference to the limits of insurance coverage described in this Grant of Easement.

7. <u>Miscellaneous.</u>

- (a) <u>Recitals.</u> The foregoing Recitals are deemed to form a part of this Grant of Easement as if restated herein.
- (b) <u>Governing Law.</u> This Grant of Easement will be interpreted and construed in accordance with the laws of the State of Illinois, without regard to conflict of law rules.
- (c) <u>Binding Effect and Priority of Grant.</u> All of the covenants and rights declared and established hereunder will be considered as covenants and rights running with the land and not conditions, and the same will be binding upon and inure to the benefit of the parties hereto.
- (d) <u>Partial Invalidity.</u> If any term, covenant or condition of this Grant of Easement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Grant of Easement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term, covenant and condition of this Grant of Easement will be valid and enforceable to the fullest extent permitted by law.

IN WITNESS V , 2018.	WHEREOF, the said Grantor h	as hereunto affixed its name, this day of UNITED CITY OF YORKVILLE
		By: Name: Title:
STATE OF ILLINOIS)	
COUNTY OF KENDALL) SS:)	
personally appeared _ satisfactory evidence) to me that he/she executed	personal be the person whose name is su d the same in his/her authorized o	ned, a Notary Public in and for said County and State, ly known to me (or proved to me on the basis of bscribed to the within instrument and acknowledged to apacity, and that by his/her signature on the instrument acted, executed the within instrument.
WITNESS my hand and o	official seal.	
Notary Public		

METRO FIBERNET, LLC hereby joins in this Grant of Easement to evidence its approval hereof, its agreement with the terms hereof, and its intent to be bound hereby.

	METRO FIBERNET, LLC
	Ву:
	Name:
	Title:
STATE OF)	
) SS:	
COUNTY OF)	
On, 2018, before me, the undersigned personally appeared, personally satisfactory evidence) to be the person whose name is subs me that he/she executed the same in his/her authorized cap the person, or the entity upon behalf of which the person act	known to me (or proved to me on the basis of scribed to the within instrument and acknowledged to pacity, and that by his/her signature on the instrument
WITNESS my hand and official seal.	
Notary Public	

EXHIBIT A

PARCEL

THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19. TOWNSHIP AND RANGE AFORESAID: THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, 429.15 FEET TO THE CENTERLINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 95 DEGREES 41 MINUTES 25 SECONDS WITH THE LAST DESCRIBED COURSE. MEASURED CLOCKWISE THEREFROM, 2059.30 FEET TO THE CENTERLINE EXTENDED SOUTHERLY OF CANNONBALL TRAIL; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID CONNONBALL TRAIL, WHICH FORMS AN ANGEL OF 106 DEGREES 47 MINUTES 23 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 1816.44 FEET TO THE NORTHWEST CORNER OF OAK KNOLLS SUBDIVISION; THENCE CONTINUING NORTHERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGEL OF 180 DEGREES 25 MINUTES 14 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 746.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGEL OF 94 DEGREES 29 MINUTES 17 SECONDS WITH SAID CENTERLINE, MEASURED CLOCKWISE THEREFROM, 140.00 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 85 DEGREES 30 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM AND PARALLEL WITH SAID CENTERLINE, 100.00 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 94 DEGREES 29 MINUTES 17 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 140.00 FEET TO SAID CENTERLINE: THENCE NORTHERLY ALONG SAID CENTERLINE. WHICH FORMS AN ANGLE OF 85 DEGREES 30 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, 100.00 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

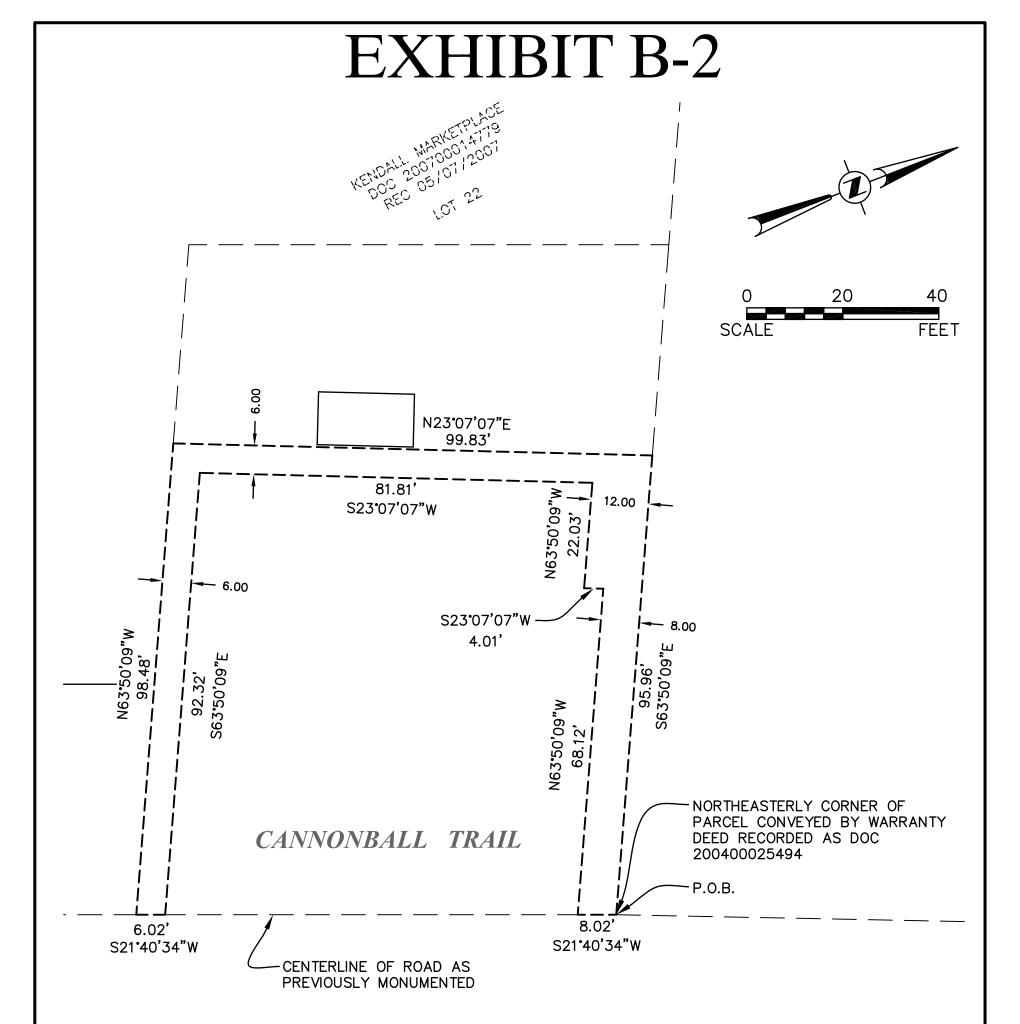
EXHIBIT B-1

EASEMENT PARCEL LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY WARRANTY DEED RECORDED AS DOCUMENT 200400025494; THENCE SOUTH 21 DEGREES 0 MINUTES 34 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID PARCEL, 8.02 FEET; THENCE NORTH 63 DEGREES 50 MINUTES 09 SECONDS WEST, 68.12 FEET; THENCE SOUTH 23 DEGREES 07 MINUTES 07 SECONDS WEST, 4.01 FEET: THENCE NORTH 63 DEGREES 50 MINUTES 09 SECONDS WEST. 22.03 FEET: THENCE SOUTH 23 DEGREES 07 MINUTES 07 SECONDS WEST, 81.81 FEET: THENCE SOUTH 63 DEGREES 50 MINUTES 09 SECONDS WEST, 92.32 FEET TO THE EASTERLY LINE OF SAID PARCEL: THENCE SOUTH 21 DEGREES 40 MINUTES 34 SECONDS WEST, ALONG SAID EASTERLY LINE, 6.02 FEET TO THE SOUTHERLY LINE OF SAID PARCEL: THENCE NORTH 63 DEGREES 50 MINUTES 09 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 98.48 FEET; THENCE NORTH 23 DEGREES 07 MINUTES 07 SECONDS EAST, 99.83 FEET TO THE NORTHERLY LINE OF SAID PARCEL; THENCE SOUTH 63 DEGREES 50 MINUTES 09 SECONDS EAST, ALONG SAID NORTHERLY LINE, 95.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT B-2

EASEMENT PARCEL SURVEY



LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY WARRANTY DEED RECORDED AS DOCUMENT 200400025494; THENCE SOUTH 21 DEGREES 40 MINUTES 34 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID PARCEL, 8.02 FEET; THENCE NORTH 63 DEGREES 50 MINUTES 09 SECONDS WEST, 68.12 FEET; THENCE SOUTH 23 DEGREES 07 MINUTES 07 SECONDS WEST, 4.01 FEET; THENCE NORTH 63 DEGREES 50 MINUTES 09 SECONDS WEST, 22.03 FEET; THENCE SOUTH 23 DEGREES 07 MINUTES 07 SECONDS WEST, 81.81 FEET; THENCE SOUTH 63 DEGREES 50 MINUTES 09 SECONDS EAST, 92.32 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE SOUTH 21 DEGREES 40 MINUTES 34 SECONDS WEST, ALONG SAID EASTERLY LINE, 6.02 FEET TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 63 DEGREES 50 MINUTES 09 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 98.48 FEET; THENCE NORTH 23 DEGREES 50 MINUTES 07 SECONDS EAST, 99.83 FEET TO THE NORTHERLY LINE OF SAID PARCEL; THENCE SOUTH 63 DEGREES 50 MINUTES 09 SECONDS EAST, ALONG SAID NORTHERLY LINE, 95.96 FEET TO THE POINT OF BEGINNING.



Engineering Enterprises, Inc.

CONSULTING ENGINEERS

52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com

PROJECT NO: Y01521 FILE NO: Y01521-EASE



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

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Agenda	Item	Num	bei

Minutes #1

Tracking Number

Agenda Item Summary Memo

		
Title: Minutes of the	Regular City Council – March 2	7, 2018
Meeting and Date:	City Council – April 24, 2018	
Synopsis: Approval	of Minutes	
Council Action Prev	iously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requir	ed: Majority	
Council Action Requ	nested: Approval	
Submitted by	Lisa Pickering	Administration
submitted by.	Name	Department
	Agenda Item No	otes:

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON TUESDAY, MARCH 27, 2018

Mayor Golinski called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

Deputy City Clerk Pickering called the roll.

Ward I	Colosimo	Present
	Koch	Present
Ward II	Milschewski	Present
	Plocher	Present
Ward III	Funkhouser	Present
	Frieders	Present
Ward IV	Teeling	Present
	Tarulis	Present

Also present: Deputy City Clerk Pickering, Attorney Orr, City Administrator Olson, Chief of Police Hart, Deputy Chief of Police Klingel, Public Works Director Dhuse, Community Development Director Barksdale-Noble, and EEI Engineer Morrison.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

- 1. Request to Dispose of Vehicles—authorize staff to dispose of 2000 Ford Expedition, 2007 Ford Taurus and 2012 Chevrolet Impala at auction in accordance with City Policy (PW 2018-22)
- 2. IDOT **Resolution 2018-11** for Casey's Highway Permit *authorize City Clerk to execute* (PW 2018-23)
- 3. Fox Highlands Water Main Improvements Professional Services Agreement Design and Construction Engineering *authorize the Mayor and City Clerk to execute* (PW 2018-24)
- 4. Grande Reserve Unit 2 Acceptance of Improvements accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$124,225.41, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale (PW 2018-25)
- 5. Grande Reserve Unit 5 Acceptance of Improvements accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$109,456.65, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale (PW 2018-26)
- 6. Anthony Place Acceptance of Improvements accept the public improvements of water main, sanitary sewer, and sidewalk as described in the Bill of Sale for ownership and maintenance by the City and authorize a reduction to the existing security in an amount not to exceed \$200,022.65 and authorize a release of the existing security upon receipt of a maintenance guarantee in the amount of \$8,845.35, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale (PW 2018-27)

CONSENT AGENDA (cont'd)

- 7. Sanitary Sewer Lining Contract Award accept bid and award contract to Innovative Underground, LLC in an amount not to exceed \$102,804.00 (PW 2018-28)
- 8. 2018 Road to Better Roads Program Contract Award accept bid and award contract to D Construction, Co. in an amount not to exceed \$385,182.36 (PW 2018-29)
- 9. **Ordinance 2018-17** Amending the Traffic Schedule and Index (Intersection of Sutton Street and Windett Ridge Road) *authorize the Mayor and City Clerk to execute* (PW 2018-31)
- 10. **Resolution 2018-12** to accept Planning Technical Assistance Services Delivered by the Chicago Metropolitan Agency for Planning *authorize the Mayor and City Clerk to execute* (PW 2018-32)
- 11. Monthly Treasurer's Report for February 2018 (ADM 2018-18)
- 12. EEI Hourly Rates for FY 2019 approve Engineering Enterprises, Inc. Hourly Rates as specified in the 2018 Standard Schedule of Charges, effective as of May 1, 2018 (ADM 2018-23)
- 13. **Resolution 2018-13** to Include Cash Payments Related to Health Insurance as IMRF Earnings *authorize Mayor and City Clerk to execute* (ADM 2018-24)
- 14. Water, Sewer, and Road Infrastructure Fee Renewal (ADM 2018-25)
 - a. **Ordinance 2018-18** Amending the Infrastructure Maintenance Fee for Water and Sanitary Sewer Service *authorize the Mayor and City Clerk to execute*
 - b. **Ordinance 2018-19** Amending the Termination Date of the Motor Vehicle Tax *authorize the Mayor and City Clerk to execute*
- 15. Travel Authorizations for FY 2019 approve travel authorizations for elected officials as presented in packet materials (ADM 2018-26)

Mayor Golinski entertained a motion to approve the Consent Agenda as presented. So moved by Alderman Hernandez; seconded by Alderman Milschewski.

Motion approved by a roll call vote. Ayes-8 Nays-0 Milschewski-aye, Funkhouser-aye, Tarulis-aye, Koch-aye, Plocher-aye, Frieders-aye, Hernandez-aye, Colosimo-aye

MINUTES FOR APPROVAL

None

BILLS FOR PAYMENT (Informational): \$1,251,442.27

REPORTS

MAYOR'S REPORT

Proclamation for Poppy Days

(CC 2018-09)

Mayor Golinski proclaimed May 8–12, 2018 as Poppy Awareness Days in the United City of Yorkville (*see attached*).

Proclamation for National Service Day Recognition

(CC 2018-10)

Mayor Golinski proclaimed April 3, 2018 as National Service Recognition Day in the United City of Yorkville (*see attached*).

Illinois Public Risk Fund Pooling Agreement

(CC 2018-11)

Mayor Golinski entertained a motion to approve the Illinois Public Risk Fund Pooling Agreement and Bylaws and authorize the Mayor to execute. So moved by Alderman Koch; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-8 Nays-0 Funkhouser-aye, Tarulis-aye, Koch-aye, Plocher-aye, Frieders-aye, Hernandez-aye, Colosimo-aye, Milschewski-aye

MAYOR'S REPORT (cont'd)

Home Rule Letter of Support

(CC 2018-12)

Mayor Golinski entertained a motion to approve a letter of support for SJRCA9 and requesting that State Senators Oberweis and Rezin co-sponsor the legislation. So moved by Alderman Colosimo; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-7 Nays-1 Tarulis-aye, Koch-aye, Plocher-nay, Frieders-aye, Hernandez-aye, Colosimo-aye, Milschewski-aye, Funkhouser-aye

PUBLIC WORKS COMMITTEE REPORT

Whispering Meadows - Completion of Improvements - Bid Award

(PW 2018-30)

Alderman Frieders made a motion to accept bid and award contract with the stipulated Alternate No. 4 to Geneva Construction in an amount not to exceed \$1,489,553.11; seconded by Alderman Milschewski.

Motion approved by a roll call vote. Ayes-8 Nays-0 Koch-aye, Plocher-aye, Frieders-aye, Hernandez-aye, Colosimo-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Ordinance 2018-20

Approving an Amendment to the Downtown Yorkville Tax Increment Financing Redevelopment Project Area, to Remove Certain Parcels from the Project Area

(EDC 2017-58)

Alderman Koch made a motion to approve an Ordinance Approving an Amendment to the Downtown Yorkville Tax Increment Financing Redevelopment Project Area, to Remove Certain Parcels from the Project Area and authorize the Mayor and City Clerk to execute; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-7 Nays-0 Abstain-1 Plocher-aye, Frieders-aye, Hernandez-aye, Colosimo-aye, Milschewski-abstain, Funkhouser-aye, Tarulis-aye, Koch-aye

ADMINISTRATION COMMITTEE REPORT

Insurance Renewals for FY 2019

(ADM 2018-27)

Alderman Milschewski made a motion to approve a contract for the renewal of existing HMO and PPO plans with Blue Cross Blue Shield; approve a contract with Blue Cross Blue Shield for a dental plan; approve a contract with Lincoln Financial for life insurance; to approve employee HRA card amounts in the same amount as FY 2018 and to authorize non-union employee contribution percentages in the amounts of 9% for HMO coverage and 11% for PPO coverage and with union employee contribution rates in the amounts as authorized by the Police Department and Public Works union contracts; seconded by Alderman Colosimo.

Motion approved by a roll call vote. Ayes-8 Nays-0 Frieders-aye, Hernandez-aye, Colosimo-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye, Koch-aye, Plocher-aye

Resolution 2018-14

Approving a Revised Salary Schedule and Step Increase

(ADM 2018-28)

Alderman Milschewski made a motion to approve a Resolution Approving a Revised Salary Schedule and Step Increase and authorize the Mayor and City Clerk to execute; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-8 Nays-0 Hernandez-aye, Colosimo-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye, Koch-aye, Plocher-aye, Frieders-aye

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

Warpinski – Walker Road Rezoning – 1.5 Mile Review

(PZC 2018-01)

Mayor Golinski entertained a motion to authorize staff to notify Kendall County that the City Council does not have any objections to the rezoning petition. So moved by Alderman Frieders; seconded by Alderman Colosimo.

Motion approved by a roll call vote. Ayes-8 Nays-0 Colosimo-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye, Koch-aye, Plocher-aye, Frieders-aye, Hernandez-aye

LaSalle National Trust #47016 - Route 34 Variance - 1.5 Mile Review

(PZC 2018-06)

Mayor Golinski entertained a motion to authorize staff to notify Kendall County that the City Council does not have any objections to the variance petition. So moved by Alderman Colosimo; seconded by Alderman Hernandez.

Alderman Funkhouser stated that he was concerned with this 1.5 mile review request for a variance which if approved would allow for a temporary concrete crusher and temporary batch plant to be located a minimum of 318 feet from the nearest residences. Alderman Funkhouser said that he would like to request that the concrete crushing operations be moved further north on the proposed location so that the operations would be further away from the residences. Community Development Director Noble explained that the city had received information that if the roadway project did not get approval for this variance request, these operations would be conducted within the roadway right-of-way, which would place the operations even closer to the residences.

Motion approved by a roll call vote. Ayes-6 Nays-2 Milschewski-aye, Funkhouser-nay, Tarulis-nay, Koch-aye, Plocher-aye, Frieders-aye, Hernandez-aye, Colosimo-aye

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

City Sports Camp

Alderman Plocher reported that his children had attended the city's sports camp and that his children were looking forward to attending the sports camp again next year.

Whispering Meadows Completion of Improvements - Thank you

Alderman Frieders presented Mayor Golinski with a framed certificate that read "Dear Yorkville, Thanks Bro. Love, Whispering Meadows".

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

Ordinance Approving 2018-2019 Fiscal Budget

(CC 2018-08)

City Administrator Olson gave the City Council an update on the proposed budget adjustments that were listed in his memo included in the packet. A brief discussion took place on the aggregate budget deficit.

It was decided to bring the budget back to the next City Council meeting.

ADDITIONAL BUSINESS

None.

The Minutes of the Regular Meeting of the City Council – March 27, 2018 – Page 5 of 5

EXECUTIVE SESSION

Mayor Golinski entertained a motion to enter into executive session for litigation. So moved by Alderman Colosimo; seconded by Alderman Hernandez.

Motion approved by a roll call vote. Ayes-8 Nays-0 Funkhouser-aye, Tarulis-aye, Koch-aye, Plocher-aye, Frieders-aye, Hernandez-aye, Colosimo-aye, Milschewski-aye

The City Council entered executive session at 7:38 p.m.

The City Council returned to regular session at 8:18 p.m.

CITIZEN COMMENTS

None.

ADJOURNMENT

Mayor Golinski adjourned the City Council meeting at 8:19 p.m.

Minutes submitted by:

Lisa Pickering, Deputy City Clerk, City of Yorkville, Illinois



Reviewed By:

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

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Agenda	Item	Niin	าทยา

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payr	nent (Informational): \$851,519.52	
Meeting and Date:	City Council – April 24, 2018	
ynopsis:		
~		
Council Action Prev	viously Taken:	
Date of Action:	Action Taken:	
tem Number:		
	red: None – Informational	
	uested:	
Submitted by:	Amy Simmons	Finance
·	Name	Department
	Agenda Item No	otes:

DATE: 04/17/18 TIME: 08:09:04 ID: AP211001.W0W

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEN #	M DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT		
526968	ALPHA	ALPHA SERVICE OF KAN	ie cot	UNTY					
	20180330-01	03/30/18	02 03 04 05	MARCH 2018 OFFICE CLEANING MARCH 2018 OFFICE CLEANING MARCH 2018 OFFICE CLEANING MARCH 2018 OFFICE CLEANING	01-210-54-00-5488 $79-795-54-00-5488$ $79-790-54-00-5488$ $01-410-54-00-5488$ $51-510-54-00-5488$ $52-520-54-00-5488$		943.55 226.54 226.54 97.02 97.02 60.79	r	
					CHECK TOTAL:		2,595	.00	
526969	ALTEC	ALTEC INDUSTRIES, IN	īC.						
	50223986	03/20/18		REMOVED AND REPLACED FLOW CONTROL VALVES AND BOOT	** COMMENT ** INVOI	CE TOTAL:	755.42 *		
					CHECK TOTAL:		755	.42	
526970	AMPERAGE AMPERAGE ELECTRICAL SUPPLY INC								
	0762251-IN	03/23/18		PHOTOCONTROL, PHOTOCELL, LAMP, BALLAST KIT	** COMMENT **	CE TOTAL:		r	
					CHECK TOTAL:		291	L.40	
526971	AMPERAGE	AMPERAGE ELECTRICAL	SUPPI	LY INC					
	0762681-IN	03/26/18	01	PHOTOCONTROL	15-155-56-00-5642 INVOI	CE TOTAL:	113.36 113.36 *	r	
	0762892-IN	03/27/18	01	WIRE NUTS		CE TOTAL:	35.30 35.30 *	r	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

TIME: 08:09:04 ID: AP211001.W0W

DATE: 04/17/18

CHECK #	VENDOR # INVOICE #	INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526971	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC				
	0762896-IN	03/27/18	01	VINYL TAPE	15-155-56-00-5642 INVOIO	CE TOTAL:	18.80 18.80	*
	0762907-IN	03/27/18	01	SPLICE KIT	15-155-56-00-5642 INVOIO	CE TOTAL:	53.80 53.80	*
					CHECK TOTAL:		2	221.26
526972	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC				
	0762949-IN	03/27/18		CONNECTORS, PJHOTOCELLS, BUSHING, ADAPTERS	15-155-56-00-5642 ** COMMENT **		53.21	
						CE TOTAL:	53.21	*
					CHECK TOTAL:			53.21
526973	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC				
	0763320-IN	03/28/18		PUSH BUTTON, ALUM BOX, SEALING GASKET	15-155-56-00-5642 ** COMMENT **		236.88	
					INVOIC	CE TOTAL:	236.88	*
					CHECK TOTAL:		2	236.88
D000838	ANTPLACE	ANTHONY PLACE YORKVI	LLE L	P				
	MAY-18	04/16/18	02 03	CITY OF YORKVILLE HOUSING ASSISTANCE PROGRAM RENT REIMBURSEMENT FOR THE MONTH OF MAY 2018	** COMMENT ** ** COMMENT ** ** COMMENT **		517.00	*
					DIRECT DEPOSIT TO	CE TOTAL:		, 517.00
526974	ARNESON	ARNESON OIL COMPANY			DIKECI DEPOSII IO.	IAU.	5) I / . U U

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 04/17/18 TIME: 08:09:04 ID: AP211001.W0W

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT
526974	ARNESON	ARNESON O	IL COMPANY					
	215673		03/30/18	02	MAR 2018 DIESEL FUEL MAR 2018 DIESEL FUEL MAR 2018 DIESEL FUEL	51-510-56-00-5695 52-520-56-00-5695		
						CHECK TOTAL:		393.90
526975	ATT	AT&T						
	6305536805	-0318	03/25/18	01	03/25-04/24 MONTHLY SERVICE		CE TOTAL:	247.11 247.11 *
						CHECK TOTAL:		247.11
526976	врамосо	BP AMOCO	OIL COMPANY					
	52841536		02/24/18	01	MARCH 2018 GASOLINE	01-210-56-00-5695 INVOI	CE TOTAL:	413.54 413.54 *
						CHECK TOTAL:		413.54
526977	BSNSPORT	BSN/PASSO	N'S/GSC/CON	LIN S	SPORTS			
	901898365		03/26/18		BASEBALLS, SOFTBALLS, SCOREBOOKS	79-795-56-00-5606 ** COMMENT **		2,262.79
				02	SCONIZOONS		CE TOTAL:	2,262.79 *
						CHECK TOTAL:		2,262.79
526978	CALLONE	UNITED CO	MMUNICATION	SYST	PEMS			
	1211242-11	30059-0418	04/15/18	02	MAR 2018 ADMIN LINES MAR 2018 CITY HALL NORTEL MAR 2018 CITY HALL NORTEL			396.43 153.37 153.37

01-110 ADN	MINISTRATION 12-11	2 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINA	ANCE 15-15	5 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POL	ICE 23-21	6 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 CON	MMUNITY DEVELOPMENT 23-23	O CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STRI	EET OPERATIONS 25-20	5 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADN	MINSTRATIVE SERVICES 25-21	5 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX	CHILL SSA 25-22	5 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

TIME: 08:09:04 ID: AP211001.W0W

DATE: 04/17/18

CHECK #		INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526978	CALLONE UN	ITED COMMUNICATION	I SYST	PEMS				
	1211242-113005	9-0418 04/15/18	04	MAR 2018 CITY HALL NORTEL	51-510-54-00-5440		153.37	
			05	MAR 2018 CITY HALL FIRE	01-210-54-00-5440		199.89	
			06	MAR 2018 CITY HALL FIRE	01-110-54-00-5440		199.89	
			07	MAR 2018 PUBLIC WORKS LINES MAR 2018 SEWER DEPT LINES MAR 2018 TRAFFIC SIGNAL	51-510-54-00-5440		1,499.26	
			08	MAR 2018 SEWER DEPT LINES	52-520-54-00-5440		472.36	
				MAR 2018 TRAFFIC SIGNAL	01-410-54-00-5435		52.13	
			10		** COMMENT **			
			11					
			12					
			13	MAR 2018 POLICE LINES			930.09	
					INVOIC	CE TOTAL:	4,508.05	*
					CHECK TOTAL:		4,5	08.05
526979	CAMBRIA CA	MBRIA SALES COMPAN	IY INC	·.				
	39611	03/29/18	01 02	TOILET TISSUE, PAPER TOWEL, GARBAGE BAGS	01-110-56-00-5610 ** COMMENT **		241.23	
					INVOIC	CE TOTAL:	241.23	*
	39615	04/02/18	01	PAPER TOWEL	52-520-56-00-5620 INVOIC	CE TOTAL:	62.34 62.34	*
					CHECK TOTAL:		3	303.57
526980	CENTRALL CE	NTRAL LIMESTONE CO	MPANY	, INC				
	12226	03/01/18	01	CRUSHED STONE	72-720-60-00-6045 INVOIC	CE TOTAL:	794.12 794.12	*
	12308	02/16/10	0.1		72 720 60 00 6045		F12 00	
	12300	03/10/18	01	RIP RAP	72-720-60-00-6045 INVOIC	CE TOTAL:	513.00 513.00	*
					CHECK TOTAL:		1,3	307.12

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 04/17/18 UNITED CITY OF YORKVILLE TIME: 08:09:04 CHECK REGISTER

TIME: 08:09:04 ID: AP211001.W0W

CHECK #	VENDOR # INVOICE #					ACCOUNT #	PROJECT CODE	ITEM AMT
526981	CINTASFP	CINTAS CORP	ORATION FI	RE 6	36525			
	OF94024714		04/04/18		QUARTERLY MONITORING AT 3299 LEHMAN CROSSING	** COMMENT **	CE TOTAL:	211.00
						CHECK TOTAL:		211.00
526982	COMED	COMMONWEALT	TH EDISON					
	0435113116-	-0318	04/03/18	01	03/02-04/02 RT34 & BEECHER		CE TOTAL:	85.60 85.60 *
						CHECK TOTAL:		85.60
526983	COMED	COMMONWEALT	TH EDISON					
	0903040077-	-0318	03/29/18	01	02/13-03/29 MISC STREET LIGHTS		CE TOTAL:	2,839.91 2,839.91 *
						CHECK TOTAL:		2,839.91
526984	COMED	COMMONWEALT	TH EDISON					
	0908014004-	-0318	03/30/18	01	03/01-03/30 6780 RT47		CE TOTAL:	108.23 108.23 *
						CHECK TOTAL:		108.23
526985	COMED	COMMONWEALT	TH EDISON					
	0966038077-	-0318	03/28/18	01 02	02/27-03/28 KENNEDY RD 02/27-03/28 KENNEDY RD	01-410-54-00-5482	CE TOTAL:	118.37 4.74 123.11 *
						CHECK TOTAL:		123.11

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526986	COMED	COMMONWE	CALTH EDISON						
	1161132039	-040618	04/06/18		MUNICIPAL AGGREGATION REFRESH FEE	** COMMENT **		168.00	
							CE TOTAL:		
						CHECK TOTAL:		1	.68.00
526987	COMED	COMMONWE	CALTH EDISON						
	1183088101	-0318	03/27/18	01	02/26-03/27 1107 PRAIRIE CR		CE TOTAL:	152.00 152.00	*
	1407125045	-0318	04/02/18	01	03/02-04/02 FOX HILL 7 LIFT	52-520-54-00-5480 INVOIC	CE TOTAL:	107.59 107.59	*
	1718099052	-0318	03/27/18	01	02/26-03/27 872 PRAIRIE CR		CE TOTAL:	92.97 92.97	*
	2019099044	-0318	04/05/18	01	02/13-03/14 BRIDGE ST WELL		CE TOTAL:	68.10 68.10	*
	2668047007	-0318	03/27/18	01	02/26-03/27 1908 RAINTREE RD		CE TOTAL:	181.20 181.20	*
						CHECK TOTAL:		6	01.86
526988	COMED	COMMONWE	CALTH EDISON						
	2947052031	-0318	03/29/18	01	02/28-03/29 RT47 & RIVER RD		CE TOTAL:	318.09 318.09	
						CHECK TOTAL:		3	18.09
526989	COMED	COMMONWE	CALTH EDISON						
	2961017043	-0318	03/28/18	01	02/27-03/28 PRESTWICK LIFT		CE TOTAL:	118.73 118.73	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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526989	COMED C	COMMONWEALTH EDISON						
	3119142025-03	03/28/18	01	02/27-03/28 VAN EMMON LOT	01-410-54-00-5482 INVOIC	CE TOTAL:	18.63 18.63	*
	4085080033-03	03/28/18	01	02/27-03/28 1991 CANNONBALL TR		CE TOTAL:	325.19 325.19	*
	4449087016-03	04/05/18	01	02/27-03/29 MISC WELLS	52-520-54-00-5480 INVOIC	CE TOTAL:	1,350.07 1,350.07	*
	4475093053-03	03/29/18	01	02/28-03/29 610 TOWER	51-510-54-00-5480 INVOIC	CE TOTAL:	340.71 340.71	*
	6819027011-03	04/04/18	01	02/28-03/29 MISC PR BUILDINGS	79-795-54-00-5480 INVOIC	CE TOTAL:	369.94 369.94	*
	7110074020-03	03/28/18	01	02/27-03/28 104 E VAN EMMON	01-110-54-00-5480 INVOIC	CE TOTAL:	488.40 488.40	*
	7982120022-03	03/29/18	01	02/28-03/29 609 N BRIDGE	01-110-54-00-5480 INVOIC	CE TOTAL:	30.43 30.43	*
					CHECK TOTAL:		3,0	042.10
526990	COMMTIRE C	COMMERCIAL TIRE SERV	/ICE					
	3330017930	03/15/18	01	4 NEW TIRES	01-210-54-00-5495 INVOIC	CE TOTAL:	933.43 933.43	*
					CHECK TOTAL:		9	33.43
526991	CONSTELL C	CONSTELLATION NEW EN	NERGY					
	0044280450	04/03/18	01	02/21-03/21 421 POPLAR LIGHT	15-155-54-00-5482 INVOIC	CE TOTAL:	3,923.64 3,923.64	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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CHECK #		:			DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526991	CONSTELL	CONSTELLATIO	ON NEW EN	ERGY					
	0044293538	(04/04/18	01 02	02/28-03/28 1 COUNTRYSIDE PKWY 02/28-03/28 1 COUNTRYSIDE PKWY	15-155-54-00-5482	E TOTAL:	16.45 156.93 173.38	
						CHECK TOTAL:		4,0	97.02
526992	COREMAIN	CORE & MAIN	LP						
	1460016	(03/21/18	01	HHD DEVICE	51-510-60-00-6060 INVOIC	CE TOTAL:		*
	I611759	(03/22/18	01	510R MXU METERS	51-510-56-00-5664 INVOIC	CE TOTAL:	3,394.07 3,394.07	*
	I611784	(03/21/18	01	510R MXU METERS		CE TOTAL:	3,397.05 3,397.05	*
	1611826	(03/22/18		GEL CAPS, CRIMPER, DRIVE SEC SOCKET	** COMMENT **	E TOTAL:	97.45	*
	I611845	(03/21/18	01	MXU BATTERIES, SCREWS	51-510-56-00-5664		2,027.20	
	I611853	(03/21/18	01	MXU BATTERIES	51-510-56-00-5664 INVOIC	CE TOTAL:	416.79 416.79	*
	1644035	(03/28/18	01	MXU WARRANTIES		CE TOTAL:	71.00 71.00	*
	1644112	(03/28/18	01	MXU WARRANTIES	51-510-56-00-5664 INVOIC	CE TOTAL:	390.00 390.00	*
	1644113	(03/28/18	01	MXU WARRANTY	51-510-56-00-5664 INVOIC	CE TOTAL:	87.00 87.00	*
						CHECK TOTAL:		16,3	80.56

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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526993	DEARNATI	DEARBORN NATIONAL LI	FE				
	040918	04/09/18	01	MAY 2018 VISION INS-ADMIN	01-000-14-00-1400		94.15
			02	MAY 2018 VISION INS-FINANCE	01-000-14-00-1400		58.95
			03	MAY 2018 VISION INS-POLICE	01-000-14-00-1400		563.40
			04	MAY 2018 VISION INS-COMM/DEV	01-000-14-00-1400		65.35
			05	MAY 2018 VISION INS-STREETS	01-000-14-00-1400		88.79
			06	MAY 2018 VISION INS-RETIREES	01-000-14-00-1400		96.19
			07	MAY 2018 VISION INS-PARKS	79-000-14-00-1400		108.20
			8 0	MAY 2018 VISION INS-RECREATION	79-000-14-00-1400		78.99
			09	MAY 2018 VISION INS-WATER	51-000-14-00-1400		101.48
			10	MAY 2018 VISION INS-SEWER	52-000-14-00-1400		49.48
			11	MAY 2018 VISION INS-LIBRARY			58.40
			12	PREVIOUS MONTH CORRECTION	82-820-52-00-5222		-3.84
					INVOIC	CE TOTAL:	1,359.54 *
					CHECK TOTAL:		1,359.54
526994	DUTEK	THOMAS & JULIE FLETC	HER				
	1004327	03/29/18	01	COUPLERS	01-410-56-00-5640 INVOIC	CE TOTAL:	121.00 121.00 *
					CHECK TOTAL:		121.00
526995	EEI	ENGINEERING ENTERPRI	SES,	INC.			
	63914	03/30/18	01	RT71 IMPROVEMENTS	01-640-54-00-5465 INVOIC	CE TOTAL:	1,456.00 1,456.00 *
	63915	03/30/18		TRAFFIC CONTROL SIGNAGE & MARKINGS	01-640-54-00-5465 ** COMMENT **		362.50
					INVOIC	CE TOTAL:	362.50 *
	63917	03/30/18	01	UTILTY PERMIT REVIEWS	01-640-54-00-5465 INVOIC	CE TOTAL:	703.25 703.25 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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526995	EEI	ENGINEERING	ENTERPRI	SES,	INC.				
	63918		03/30/18	01	KENDALLWOOD ESTATES	88-880-60-00-6000 INVOIC	E TOTAL:	2,686.75 2,686.75	*
	63919		03/30/18	01	GRANDE RESERVE - AVANTI		E TOTAL:	714.50 714.50	*
	63920		03/30/18	01	CAPITAL IMPROVEMENT PROGRAM	01-640-54-00-5465 INVOIC	E TOTAL:	332.50 332.50	*
	63921		03/30/18	01	CALEDONIA	01-640-54-00-5465 INVOIC	E TOTAL:	477.50 477.50	*
	63922		03/30/18	01	SPEEDWAY-RT47 & GALENA		E TOTAL:	185.00 185.00	*
	63923		03/30/18	01	YORKVILLE CHRISTIAN SCHOOL	90-055-55-00-0111 INVOIC	E TOTAL:	226.13 226.13	*
	63924		03/30/18	01	HEARTLAND MEADOWS	90-064-64-00-0111 INVOIC	E TOTAL:	751.50 751.50	*
	63925		03/30/18	01 02 03	RT71 SANITARY SEWER & WATERMAIN REPLACEMENT RT71 SANITARY SEWER &	51-510-60-00-6066 ** COMMENT ** 52-520-60-00-6066		931.90 218.60	
				04	WATERMAIN REPLACEMENT	** COMMENT ** INVOIC	E TOTAL:	1,150.50	*
	63926		03/30/18	01	MISC GIS MAPPING	01-640-54-00-5465 INVOIC	E TOTAL:	33.50 33.50	*
	63927		03/30/18	01	RIVERFRONT PARK IMPROVEMENTS	72-720-60-00-6045 INVOIC	E TOTAL:	6,584.02 6,584.02	*
	63928		03/30/18	01	RT34 IMPROVEMENTS	01-640-54-00-5465 INVOIC		3,743.50 3,743.50	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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CHECK #	VENDOR # INVOICE #		NVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
526995	EEI	ENGINEERING	ENTERPRIS	SES,	INC.				
	63929	0	3/30/18	01	METRONET	01-640-54-00-5465 INVOIC	E TOTAL:	447.25 447.25	*
	63930	0	3/30/18	01	GC HOUSING DEVELOPMENT		E TOTAL:	2,732.50 2,732.50	*
	63931	0	3/30/18	01	2017 ROAD PROGRAM	23-230-60-00-6025 INVOIC	E TOTAL:	176.25 176.25	*
	63932	0	3/30/18		WRIGLEY ACCESS DR & RT47 IMPROVEMENTS	** COMMENT **	E TOTAL:	337.00	+
	63933	0	3/30/18	01	GRANDE RESERVE UNIT 2	01-640-54-00-5465	E TOTAL:	691.00 691.00	
	63934	0	3/30/18	01	GRANDE RESERVE UNIT 5		E TOTAL:	448.50 448.50	*
	63935	0	3/30/18	01	ADA TRANSITION PLAN		E TOTAL:	2,287.75 2,287.75	*
	63936	0	3/30/18	01	BLACKBERRY WOODS - PHASE B		E TOTAL:	457.50 457.50	*
	63937	0	3/30/18	01	MUNICIPAL ENGINEERING SERVICES		E TOTAL:	1,900.00	*
	63938	0	3/30/18	01	CASEY'S SITE IMPROVEMENTS		E TOTAL:	740.50 740.50	*
	63939	0	3/30/18		PAVILLION RD STREAMBANK STABILIZATION	23-230-60-00-6025 ** COMMENT **		6,094.00	
						INVOIC	E TOTAL:	6,094.00	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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526995	EEI	ENGINEERING ENTERPR	ISES,	INC.				
	63940	03/30/18	01	NPDES MS4 2017 ANNUAL REPORT		CE TOTAL:	964.25 964.25	*
	63941	03/30/18		SUB-REGIONAL WATER COORDINATION	51-510-54-00-5465 ** COMMENT ** INVOIC	CE TOTAL:	1,575.75 1,575.75	*
	63942	03/30/18		KENDALL MARKETPLACE RESIDENTIAL	01-640-54-00-5465 ** COMMENT ** INVOIC	CE TOTAL:	261.75 261.75	*
	63943	03/30/18	01	FY 2019 BUDGET	01-640-54-00-5465 INVOIC	CE TOTAL:	1,410.00 1,410.00	*
	63944	03/30/18	01	2018 SANITARY SEWER LINING	52-520-60-00-6025 INVOIC	CE TOTAL:	1,669.80 1,669.80	*
	63945	03/30/18	01	2018 ROAD PROGRAM	23-230-60-00-6025 INVOIO	CE TOTAL:	6,024.25 6,024.25	*
					CHECK TOTAL:		47,6	525.20
526996	EEI	ENGINEERING ENTERPR	ISES,	INC.				
	63946	03/30/18		FOUNTAIN VILLAGE - COMPLETION OF IMPROVEMENTS	23-230-60-00-6023 ** COMMENT **		5,603.75	
					INVOIC	CE TOTAL:	5,603.75	*
					CHECK TOTAL:		5,6	03.75
526997	EEI	ENGINEERING ENTERPR	ISES,	INC.				
	63947	03/30/18	01	BRISTOL BAY RESUBDIVISION	90-113-00-00-0111 INVOIC	CE TOTAL:	191.00 191.00	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
526997	EEI	ENGINEERING	G ENTERPRI	SES,	INC.				
	63948		03/30/18		EAST ORANGE ST WATERMAIN REPLACEMENT	51-510-60-00-6025 ** COMMENT **		4,078.25	
						INVOIC	E TOTAL:	4,078.25	*
	63949		03/30/18		INDUSTRIAL/MANUFACTURING INITIATIVE	01-640-54-00-5465 ** COMMENT **		1,241.50	
						INVOIC	E TOTAL:	1,241.50	*
	63950		03/30/18	01	CITY OF YORKVILLE-GENERAL		E TOTAL:	1,422.00 1,422.00	*
	63951		03/30/18	01	WELL #3 WATERMAIN RE-PIPING	51-510-60-00-6022 INVOIC	E TOTAL:	4,007.50 4,007.50	*
	63952		03/30/18	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465 INVOIC	E TOTAL:	2,954.25 2,954.25	*
	63953		03/30/18	01	RTP GRANT	01-640-54-00-5465 INVOIC	E TOTAL:	3,772.50 3,772.50	*
	63955		03/30/18	01	ALDI EXPANSION	90-115-00-00-0111 INVOIC	E TOTAL:	1,492.00 1,492.00	*
	63956		03/30/18	01	2018 ROAD PROGRAM UPDATE	01-640-54-00-5465 INVOIC	E TOTAL:	1,196.25 1,196.25	*
	63957		03/30/18		RAINTREE VILLAGE - SANITARY SEWER REPAIRS	01-640-54-00-5465 ** COMMENT **		266.00	
						INVOIC	E TOTAL:	266.00	*
	63964		03/30/18	01	CEDARHURST LIVING IMPROVEMENTS		E TOTAL:	313.50 313.50	*
	63965		03/30/18	01	WHISPERING MEADOWS, UNITS 1,2	01-640-54-00-5465		1,274.50	

01-110	ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120	FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210	POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410	STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640	ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111	FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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INVOICES DUE ON/BEFORE 04/24/2018

INVOICE ITEM CHECK # VENDOR # INVOICE # DATE # DESCRIPTION ACCOUNT # PROJECT CODE ITEM AMT 526997 EEI ENGINEERING ENTERPRISES, INC. 63965 ** COMMENT ** ** COMMENT ** 03 IMPROVEMENTS 1,274.50 * INVOICE TOTAL: CHECK TOTAL: 22,209.25 526998 EJEQUIP EJ EQUIPMENT P11231 01-410-56-00-5628 319.47 319.47 * INVOICE TOTAL: P11259 03/30/18 01 HOSE-SUCTION HD SWEEPER 01-410-56-00-5628 528.18 INVOICE TOTAL: 528.18 * CHECK TOTAL: 847.65 526999 ELEVATOR ELEVATOR INSPECTION SERVICE 75460 01-220-54-00-5459 75.00 INVOICE TOTAL: 75.00 * CHECK TOTAL: 75.00 527000 ELINEUP JEFFREY C DAVIES 506 03/26/18 01 ANNUAL SOFTWARE MAINTENANCE 01-000-14-00-1400 600.00 02 RENEWAL ** COMMENT ** 600.00 * INVOICE TOTAL: CHECK TOTAL: 600.00 527001 ERICKSON ERICKSON CONSTRUCTION 032918 01-220-54-00-5459 210.00 INVOICE TOTAL: 210.00 * CHECK TOTAL: 210.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMI	ENT 23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICE	S 25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 04/17/18 TIME: 08:09:04 ID: AP211001.W0W

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
527002	ESTILUNV E	ASTERN ILLINOIS UNI	IVERSI	TY				
	18-19 DUES	04/10/18	01	2018-2019 IMTA MEMBERSHIP DUES		CE TOTAL:	80.00 80.00	*
					CHECK TOTAL:			80.00
527003	FARMFLEE E	BLAIN'S FARM & FLEET	Г					
	1559-WEBER	03/28/18	01	SHIRTS, SUNGLASSES, PANTS		CE TOTAL:	236.04 236.04	*
	1873-HENNE	03/31/18	01	PANTS	01-410-56-00-5600 INVOIO	CE TOTAL:	89.98 89.98	*
	1875-D.BEHREN	O3/31/18	01	SHIRTS, JEANS	52-520-56-00-5600 INVOIC	CE TOTAL:	260.92 260.92	*
	574-SMITH	04/11/18	01	HATS, SHORTS, PANTS		CE TOTAL:	136.04 136.04	*
					CHECK TOTAL:		7	22.98
527004	FARR F	ARR ASSOCIATES						
	2017021-04	04/04/18		MAR 2018 DOWNTOWN OVERLAY	88-880-60-00-6000 ** COMMENT **		17,300.00	
			02	DIST COSTS		CE TOTAL:	17,300.00	*
					CHECK TOTAL:		17,3	00.00
527005	FARREN F	ARREN HEATING & COO	DLING					
	10683	03/29/18	01	REMOVED AND REPLACED STAT		CE TOTAL:	1,197.18 1,197.18	*
					CHECK TOTAL:		1,1	97.18

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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527006	FASTENAL	FASTENAL COMPANY					
	ILPLA24094	03/16/18		HAMMERS RETURNED OVAL CREDIT	72-720-60-00-6043		-6.71
					CHECK TOTAL:		104.50
527007	FEDEX	FEDEX					
	6-133-12109	03/28/18	02	1 PKG FOR WHISPERING MEADOWS BOND RELEASE PER SETTLEMENT AGREEMENT	** COMMENT ** ** COMMENT **	CE TOTAL:	27.14 27.14 *
					CHECK TOTAL:		27.14
527008	FLEX	FLEX BENEFIT SERVICE	CORP				
	457534	04/09/18	02 03 04 05 06 07 08 09 10 11 12 13 14 15	MAR 2018 HRA ADMIN FEES MAR 2018 FSA ADMIN FEES			20.00 10.00 105.00 20.00 6.67 22.50 17.50 21.67 6.66 35.00 20.00 12.00 4.00 32.00 4.00 4.00 8.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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527008	FLEX	FLEX BENEF	'IT SERVICE	CORP					
	457534		04/09/18	18	MAR 2018 FSA ADMIN FEES		CE TOTAL:	4.00 353.00	*
						CHECK TOTAL:		3	353.00
527009	FOXVALSA	FOX VALLEY	SANDBLAST	ING					
	35315		02/28/18	01	SANDBLAST & RECOAT POSTS		CE TOTAL:	576.00 576.00	*
	35421		03/12/18		SANDBLAST & RECOAT SOCCER NET FRAMES	79-790-54-00-5495 ** COMMENT **		180.00	
						INVOI	CE TOTAL:	180.00	*
						CHECK TOTAL:		7	56.00
527010	GALLS	GALL'S INC	!.						
	009534811		03/16/18	01	TACTICAL WATERPROOF BOOTS-HILT		CE TOTAL:	134.95 134.95	
						CHECK TOTAL:		1	34.95
527011	GARDKOCH	GARDINER K	OCH & WEISH	BERG					
	H-2364C-132	2790	04/04/18	01	KIMBALL HILL I LEGAL MATTERS		CE TOTAL:	525.22 525.22	*
	H-3181C-132	2749	04/02/18	01	GENERAL CITY LEGAL MATTERS		CE TOTAL:	1,122.00	*
	H-3525C-132	856	04/07/18	01	KIMBALL HILL II LEGAL MATTERS	01-640-54-00-5461 INVOI	CE TOTAL:	396.00 396.00	*
	H-3995C-132	2753	04/02/18	01	YMCA LEGAL MATTERS		CE TOTAL:	242.00 242.00	*
						CHECK TOTAL:		2,2	285.22

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01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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527012	GASVODA	GASVODA & ASSOCIATES	s, inc					
	INV1800562	03/29/18		COMBINATION AIR VALVE, AIR RELEASE VALVE	51-510-56-00-5638 ** COMMENT **		1,074.85	
					INVOI	CE TOTAL:	1,074.85	*
	INV1800606	04/04/18	01	AIR RELEASE VALVE		CE TOTAL:	194.21 194.21	*
					CHECK TOTAL:		1,2	269.06
527013	GDP	GDP SERVICES						
	031418	03/14/18	02	DIRECTIONAL BORING UNDER SOMONAUK RD AND PULL BACK OF 1" WATER LINE	51-510-54-00-5462 ** COMMENT ** ** COMMENT **		2,000.00	
					INVOI	CE TOTAL:	2,000.00	*
					CHECK TOTAL:		2,0	00.00
527014	GROUND	GROUND EFFECTS INC.						
	377923	02/28/18	01	EDGING, SPIKES, SAND		CE TOTAL:	189.34 189.34	*
	377924	02/28/18	01	SAND	72-720-60-00-6045 INVOI	CE TOTAL:	119.93 119.93	*
	378518-000	03/22/18	01	STRAW BLANKET, FABRIC PINS		CE TOTAL:	359.96 359.96	*
	378543-000	03/23/18	01	SOD	72-720-60-00-6045 INVOI	CE TOTAL:	461.72 461.72	*
					CHECK TOTAL:		1,1	.30.95
527015	HARRIS	HARRIS COMPUTER SYS	ΓEMS					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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527015	HARRIS	HARRIS COMPUTER SYST	CEMS					
	MN00003626	03/30/18	01	MAR-DEC 2018 MSI USER LICENSES		CE TOTAL:		*
	MN00003631	03/30/18	02	MAR 2018 MYGOVHUB FEES MAR 2018 MYGOVHUB FEES MAR 2018 MYGOVHUB FEES	51-510-54-00-5462 52-520-54-00-5462		159.21 203.84 102.88 465.93	*
	XT00006396	03/28/18	01	5 MSI USER LICENSES		CE TOTAL:	1,125.00 1,125.00	*
	XT00006399	03/28/18	02	REMOVE SS# FROM UB ACCOUNTS REMOVE SS# FROM UB ACCOUNTS REMOVE SS# FROM UB ACCOUNTS	51-510-54-00-5462 52-520-54-00-5462		51.26 65.62 33.12 150.00	*
					CHECK TOTAL:		1,9	32.60
527016	HAWKINS	HAWKINS INC						
	4245725	03/16/18	01	CHLORINE	51-510-56-00-5638 INVOI	CE TOTAL:	1,073.50 1,073.50	
					CHECK TOTAL:		1,0	73.50
527017	HENDERSO	HENDERSON PRODUCTS,	INC.					
	271177	04/04/18	01 02	WEDGE TANK BRINE SYSTEM FOR DUMP TRUCK	25-215-60-00-6070 ** COMMENT **		20,821.00	
					INVOI	CE TOTAL:	20,821.00	*
					CHECK TOTAL:		20,8	321.00
527018	HINCKLEY	G.C. NEHRING						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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527018	HINCKLEY	G.C. NEHR						
	18802		02/26/18	01	MANHOLE, GRATE, FRAME & LID		CE TOTAL:	1,135.06 1,135.06 *
						CHECK TOTAL:		1,135.06
527019	HOMEDEPO	HOME DEPO	T					
	7923		03/22/18	01	FILTERS	01-410-54-00-5435 INVOI	CE TOTAL:	179.28 179.28 *
						CHECK TOTAL:		179.28
527020	HOMERIND	HOMER IND	USTRIES					
	S111438		03/23/18	01	MULCH	79-790-56-00-5620 INVOI	CE TOTAL:	1,440.00 1,440.00 *
						CHECK TOTAL:		1,440.00
527021	ILTRUCK	ILLINOIS	TRUCK MAINT	ENANC	E, IN			
	028165		03/16/18	01	BRAKE REPAIR	01-410-54-00-5490 INVOI	CE TOTAL:	108.00 108.00 *
						CHECK TOTAL:		108.00
527022	IMPERINV	IMPERIAL	INVESTMENTS					
	FEB 2018-R	EBATE	04/09/18	01	FEB 2018 BUSINESS DIST REABTE		CE TOTAL:	2,628.38 2,628.38 *
						CHECK TOTAL:		2,628.38
527023	INGEMUNS	INGEMUNSO	N LAW OFFIC	ES LT	D			

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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527023	INGEMUNS	INGEMUNSON LAW OFFIC	ES LT	D				
	5287	04/02/18	01	03/05 & 03/26 ADMIN HEARINGS		E TOTAL:		*
					CHECK TOTAL:		3	00.00
527024	INTERDEV	INTERDEV, LLC						
	MSP-1015088	03/30/18	01	MARCH 2018 MONTHLY IT BILLING		E TOTAL:	3,042.00	
					CHECK TOTAL:		3,0	42.00
527025	JIMSTRCK 3	JIM'S TRUCK INSPECTI	ON LL	C				
	171455	04/02/18	01	TRUCK INSPECTION	01-410-54-00-5490 INVOIC	E TOTAL:	47.00 47.00	*
	171545	04/05/18	01	TRUCK INSPECTION	52-520-54-00-5490 INVOIC	E TOTAL:	45.00 45.00	*
					CHECK TOTAL:			92.00
527026	JOHNSOIL 3	JOHNSON OIL COMPANY	IL					
	2380335	04/01/18	01	MAR 2018 GASOLINE	01-210-56-00-5695 INVOIC		21.30 21.30	*
					CHECK TOTAL:			21.30
527027	JUSTSAFE 3	JUST SAFETY, LTD						
	30300	03/14/18	01	FIRST AID SUPPLIES		E TOTAL:	33.30 33.30	*
					CHECK TOTAL:			33.30

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527028	KENCOM	KENCOM PUBLIC SAFETY	Y DISP	ATCH			
	184	04/01/18	02 03 04 05 06 07 08	MANAGEMENT SYSTEM ANNUAL MAINTENANCE FEES 07/01/18-06/30/19 TYLER/NEW WORLD MOBILE SOFTWARE ANNUAL MAINTENANCE	** COMMENT ** 01-000-14-00-1400 ** COMMENT ** ** COMMENT ** ** COMMENT **		14,400.00 10,031.22 2,803.50
					INVOIC	E TOTAL:	,
					CHECK TOTAL:		27,234.72
527029	KENDCPA	KENDALL COUNTY CHIEF	FS OF				
	429	03/21/18		MAR 2018 MONTHLY MEETING FEE FOR 8 PEOPLE	** COMMENT **	E TOTAL:	128.00 128.00 *
					CHECK TOTAL:		128.00
527030	KENDCROS	KENDALL CROSSING, LI	LC .				
	BD REBATE (02/18 04/09/18	01	FEB 2018 BUSINESS DIST REABTE		E TOTAL:	820.76 820.76 *
					CHECK TOTAL:		820.76
527031	LAWRENK	LAWRENTZ, KEVIN					
	040418	04/04/18		REIMBURSEMENT FOR ILEPA	51-510-54-00-5462 ** COMMENT **		10.00
			0.2	LICENSE RENEWAL		E TOTAL:	10.00 *
					CHECK TOTAL:		10.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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527032	LAWSON	LAWSON PRODUCTS						
	9305653897	03/08/18	02	FUSE ASSORTMENT, BRILL BIT SET, SCREWS, HEAT SEALS, WASHERS	** COMMENT ** ** COMMENT **		913.16	
					INVOIC	CE TOTAL:	913.16	*
	9305705711	03/29/18	01	SCREWS, NUTS	01-410-56-00-5620 INVOIC	CE TOTAL:	112.02 112.02	*
					CHECK TOTAL:		1,0	25.18
527033	LENNAR	LENNAR CHICAGO, INC.						
	040418	04/04/18		FY18 RAINTREE OFF-SITE SANITARY REIMBURSEMENT	52-520-75-00-7500 ** COMMENT **		34,887.72	
			02	DANTIAKI KBIMBOKOBMBNI		CE TOTAL:	34,887.72	*
					CHECK TOTAL:		34,8	87.72
527034	LEXIPOL	LEXIPOL LLC						
	23980	04/01/18	02	LAW ENFORCEMENT POLICY MANUAL UPDATE SUBSCRIPTION	** COMMENT **		11,734.00	
			03	RENEWAL	** COMMENT ** INVOIC	CE TOTAL:	11,734.00	*
					CHECK TOTAL:		11,7	34.00
527035	MDF	MOST DEPENDABLE FOUN	ITAINS					
	INV50031	03/23/18	01	SINGLE SHOWER TOWER	72-720-60-00-6045 INVOIC	CE TOTAL:	1,340.00 1,340.00	*
					CHECK TOTAL:		1,3	40.00
527036	MENLAND	MENARDS - YORKVILLE						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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527036	MENLAND	MENARDS - YORKVILLE						
	10168	03/15/18		PVC PIPE, CLEVIS LINK, ELBOW, PVC LONG SWEEP, ADAPTERS	72-720-60-00-6045 ** COMMENT **		16.61	
					INVOIC	E TOTAL:	16.61	*
	10181	03/15/18	01	RE-BAR	72-720-60-00-6045 INVOIC	E TOTAL:	25.52 25.52	*
	10243	03/16/18		RE-BAR, BOARDS, CONCRETE BLANKET	72-720-60-00-6045 ** COMMENT **		221.79	
					INVOIC	E TOTAL:	221.79	*
	10272	03/16/18	01	CONCRETE	72-720-60-00-6045 INVOIC	E TOTAL:	55.00 55.00	*
	10679	03/20/18	01	SAW BLADE, PANEL SIDING, BOARDS		'E TOTAL:	145.55 145.55	*
	10683	03/20/18	01	GARBAGE BAGS	52-520-56-00-5620 INVOIC	E TOTAL:	13.99 13.99	*
	10692	03/20/18	01	WORKLIGHT STAND	51-510-56-00-5630 INVOIC	'E TOTAL:	3.99 3.99	*
					CHECK TOTAL:		4	82.45
527037	MENLAND	MENARDS - YORKVILLE						
	10781	03/21/18		BOARDS, CLADDING, ANCHORS, BULBS, SCREWS	72-720-60-00-6045 ** COMMENT **		593.24	
					INVOIC	E TOTAL:	593.24	*
					CHECK TOTAL:		5	93.24
527038	MENLAND	MENARDS - YORKVILLE						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM	I DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527038	MENLAND	MENARDS - YORKVILLE						
	10800	03/21/18	01	BOARDS	72-720-60-00-6045 INVOIC	CE TOTAL:	17.76 17.76	*
	10819	03/21/18	01	TAPE, NAILS		CE TOTAL:	11.17 11.17	*
	10828-18	03/21/18	01	FILTER, FLOOR NOZZLE		CE TOTAL:	21.36 21.36	*
	10927	03/22/18	01	SCREWS, BOARDS, CLAD		CE TOTAL:	74.12 74.12	*
	11060	03/23/18	01	SEALANT	51-510-56-00-5638		5.38 5.38	*
	11354	03/26/18		CABLE, WASHER, CLAMP, TOOL RIG TRASH CAN	72-720-60-00-6043 ** COMMENT **		97.89	
	11389	03/26/18	01	STRIPING PAINT	79-790-56-00-5620	CE TOTAL:	19.98	
	11408	03/26/18	01	OUTLET COVER, TIMER, BOLT, NUT	72-720-60-00-6043		37.82	
	11483	03/27/18	01	TRAILER JACK		CE TOTAL:	14.99 14.99	*
	11504	03/27/18	01	HAND BLADE, WASHER, NUT		CE TOTAL:	13.55 13.55	*
	11509	03/27/18	01	SPRING SNAPS		CE TOTAL:	11.34 11.34	*
	11604	03/28/18	01	NAILS	72-720-60-00-6045 INVOIC		44.89 44.89	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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527038	MENLAND	MENARDS - YORKVILLE						
	11682	03/29/18	01	HEX NUTS, PIPE	51-510-56-00-5664 INVOICE	E TOTAL:	9.14 9.14	
	11685	03/29/18	02 03	CLAMP TOOL, ADAPTERS, COPPER SLEEVE, NIPPLE, WASHER, VALVE FIP, RAFTER SQUARE, ANCHOR BOLT, THREADED ROD	** COMMENT ** ** COMMENT ** ** COMMENT **		124.13	
					INVOICE	E TOTAL:	124.13	*
	11701	03/29/18	01	COPPER SLEEVE, CLAMPS		E TOTAL:	0.74 0.74	
	12145	04/02/18	01	PVC ELBOWS, RADON KIT		E TOTAL:	148.11 148.11	*
	12147	04/02/18	01	SHOWER CURTAIN		E TOTAL:	9.96 9.96	*
	12297	04/03/18		PVC ELBOW, SAW BLADE SET, DOOR HANDLE	** COMMENT **		42.24	
					INVOICE	E TOTAL:	42.24	*
	12486	04/05/18	01	ORANGE GOOP CLEANER		E TOTAL:	17.96 17.96	*
	12512	04/05/18	01	BULB	23-216-56-00-5656 INVOICE	E TOTAL:	9.99 9.99	*
	12661	04/06/18	01	PLYWOOD		E TOTAL:	39.98 39.98	*
	8674	02/28/18	01	CONDUIT, PVC REDUCER, ELBOW		E TOTAL:	12.71 12.71	*
	8677	02/28/18	01	PVC COUPLER	72-720-60-00-6045 INVOICE	E TOTAL:	1.10 1.10	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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527038	MENLAND	MENARDS - YORKVILLE						
	9223	03/06/18	02	COVER, CONDUIT, ADAPTERS, PIPE SEALS, CONDUIT HANGER, GANG BOX	** COMMENT ** ** COMMENT **		42.41	
					INVOIC	CE TOTAL:	42.41	*
	9249	03/06/18	01	SCREWS, TOGGLES	79-790-56-00-5620 INVOIC	CE TOTAL:	12.96 12.96	*
	9254-18	03/06/18	01	SPRAY PAINT	79-790-56-00-5640 INVOIC	CE TOTAL:	19.30 19.30	*
	9259	03/06/18	01	BOLTS	79-790-56-00-5620 INVOIC	CE TOTAL:	1.98 1.98	*
	9329	03/07/18		HOLE STRAP, ACRYLIC SHEET, BUSHING, ADAPTER	** COMMENT **	E TOTAL:	21.61	*
						E TOTAL.		
					CHECK TOTAL:		8	84.57
527039	MENLAND	MENARDS - YORKVILLE						
	9367	03/07/18	02 03		** COMMENT ** ** COMMENT **		1,234.23	
			04	DECK LOBE, BOLTS, ADAPTERS	** COMMENT ** INVOIC	CE TOTAL:	1,234.23	*
					CHECK TOTAL:		1,2	34.23
527040	MENLAND	MENARDS - YORKVILLE						
	9455	03/08/18	01	CONDUIT HANGER, ANCHOR		CE TOTAL:	4.64 4.64	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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527040	MENLAND	MENARDS - YORKVILLE						
	9537	03/09/18		SCREW CONNECTORS, GANG BOX, BUILDING WIRE	72-720-60-00-6045 ** COMMENT **		186.41	
					INVOI	CE TOTAL:	186.41	*
	9802-18	03/12/18	01	SPRAY PAINT	79-790-56-00-5620 INVOI	CE TOTAL:	39.52 39.52	*
	9808-18	03/12/18	01	SHIP AUGER	79-790-56-00-5630		22.99	
					INVOI	CE TOTAL:	22.99	*
	9819	03/12/18		PAINT ROLLERS, WASTEBASKET, PAINTERS TAPE	79-795-56-00-5640 ** COMMENT **		12.34	
					INVOI	CE TOTAL:	12.34	*
	9927-18	03/13/18	01	SPRAY PAINT	79-790-56-00-5620		34.58	
					INVOI	CE TOTAL:	34.58	*
	9929	03/13/18		GLOVES, COUPLINGS, DRAIN, PVC VENT, P-TRAP, SREWS, ELBOW			38.04	
						CE TOTAL:	38.04	*
					CHECK TOTAL:		3	338.52
527041	METROWES	METRO WEST COG						
	3353	03/23/18		03/22/18 BOARD MEETING FOR 2	01-110-54-00-5410 ** COMMENT **		70.00	
				-	INVOI	CE TOTAL:	70.00	*
	3371	04/06/18	01	MEMBERSHIP RENEWAL DUES		CE TOTAL:	6,657.70 6,657.70	
					CHECK TOTAL:		6,5	727.70
527042	MIDAM	MID AMERICAN WATER						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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527042	MIDAM	MID AMERI	CAN WATER						
	145792A		02/26/18	01	PVC PIPE	72-720-60-00-6045 INVO	5 ICE TOTAL:	378.00 378.00	*
	146038A		03/08/18	01	COPPER TEE, CURB STOP) ICE TOTAL:	155.00 155.00	*
						CHECK TOTAL:		5	33.00
527043	MIDWSALT	MIDWEST S	ALT						
	P439535		03/28/18	01	BULK ROCK SALT	51-510-56-00-5638	3 ICE TOTAL:	2,636.95 2,636.95	*
	P439602		04/06/18	01	BULK ROCK SALT	51-510-56-00-5638 INVO	B ICE TOTAL:	2,438.00 2,438.00	*
						CHECK TOTAL:		5,0	74.95
527044	MUNCOLLE	MUNICIPAL	COLLECTION	SERV	CICES				
	011978		03/31/18	01	COMMISSION ON COLLECTIONS	01-210-54-00-546 INVO	7 ICE TOTAL:	35.01 35.01	*
	011979		03/31/18	01	COMMISSION ON COLLECTIONS	01-210-54-00-546° INVO	7 ICE TOTAL:	35.02 35.02	*
						CHECK TOTAL:			70.03
527045	NICOR	NICOR GAS							
	00-41-22-8	3748 4-0318	04/03/18	01	03/02-04/03 1107 PRAIRIE LN) ICE TOTAL:	46.37 46.37	*
	07-72-09-0	117 7-0318	03/28/18	01	03/13-03/28 1301 CAROLYN CT	01-110-54-00-5480 INVO) ICE TOTAL:	15.37 15.37	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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527045	NICOR	NICOR GAS							
	12-43-53-56	525 3-0318	04/04/18	01	03/05-04/04 609 N BRIDGE		E TOTAL:	61.94 61.94	*
	15-41-50-10	000 6-0318	04/04/18	01	03/02-04/03 804 GAME FARM RD		E TOTAL:	457.15 457.15	*
	15-64-61-35	532 5-0318	04/03/18	01	01/31-04/03 1991 CANNONBALL TR		E TOTAL:	26.34 26.34	*
	23-45-91-48	862 5-0318	04/04/18	01	03/05-04/03 101 BRUELL ST		E TOTAL:	94.31 94.31	*
	40-52-64-83	356 1-0318	04/05/18	01	03/06-04/05 102 E VAN EMMON	01-110-54-00-5480 INVOIC	E TOTAL:	335.11 335.11	*
	61-60-41-10	000 9-0318	04/05/18	01	03/05-04/04 610 TOWER		E TOTAL:	634.04 634.04	*
	62-37-86-4	779 6-0318	04/09/18	01	03/08-04/08 185 WOLF ST		E TOTAL:	326.00 326.00	*
	83-80-00-10	000 7-0318	04/05/18	01	03/05-04/04 610 TOWER UNIT B		E TOTAL:	249.46 249.46	*
	91-85-68-40	012 8-0318	04/04/18	01	03/02-04/03 902 GAME FARM RD		E TOTAL:	1,095.55 1,095.55	*
						CHECK TOTAL:		3,3	41.64
527046	O'REILLY	O'REILLY A	AUTO PARTS						
	5613-140176	5	03/26/18	01	CHAIN LUBE, LUBRICANT		E TOTAL:	24.96 24.96	*
	5613-140223	3	03/27/18	01	FILTERS, ABSORBENT	01-410-56-00-5640 INVOIC	E TOTAL:	161.75 161.75	*

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
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01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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527046	O'REILLY	O'REILLY AUTO PARTS						
	5613-140249	03/27/18	01	FILTERS	01-410-56-00-5640 INVOIC	E TOTAL:	58.32 58.32	*
					CHECK TOTAL:		2	245.03
527047	OHERRONO	RAY O'HERRON COMPANY						
	1807479-IN	02/07/18	01	4 PERFORMANCE POLOS-KLINGEL	01-210-56-00-5600 INVOIC	E TOTAL:	122.20 122.20	*
	1811088-CM	02/27/18		RETURN CREDIT FOR PERFORMANCE POLOS-KLINGEL	01-210-56-00-5600 ** COMMENT **		-36.99	
					INVOIC	E TOTAL:	-36.99	*
	1811090-IN	02/27/18	01	2 PERFORMANCE POLOS-KLINGEL	01-210-56-00-5600 INVOIC	E TOTAL:	75.98 75.98	*
	1815854-IN	03/22/18	01	BATTERY	01-210-56-00-5620 INVOIC	E TOTAL:	110.24 110.24	*
	1815866-IN	03/22/18	01	PANTS, BOOTS-HILT		E TOTAL:	239.54 239.54	*
					CHECK TOTAL:		5	10.97
D000839	ORRK	KATHLEEN FIELD ORR &	ASSO	С.				
	15579	04/03/18			01-640-54-00-5456 90-055-55-00-0011 90-113-00-00-0011 01-640-54-00-5456 01-640-54-00-5456 88-880-54-00-5466 88-880-54-00-5466		3,694.41 177.38 503.46 2,730.50 43.00 311.75 215.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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D000839	ORRK KATHLEEN FIELD ORR & ASSOC.									
	15579	04/03/18	09	KENDALL MARKETPLACE LEGAL MATTERS MEETINGS RAINTREE LEGAL MATTERS	** COMMENT ** 01-640-54-00-5456 01-640-54-00-5456	5	473.00 1,000.00 215.00 9,363.50	*		
					DIRECT DEPOSIT TO	DTAL:	9,:	363.50		
527048	PARADISE	PARADISE CAR WASH								
	223641	04/02/18		CAR WASHES CAR WASHES	79-795-54-00-5495 79-790-54-00-5495 INVO		12.00 12.00 24.00			
	223660	04/02/18	01	MAR 2018 CAR WASHES		CCE TOTAL:	32.00 32.00			
					CHECK TOTAL:			56.00		
527049	PICKERIL	LISA PICKERING								
	041318	04/13/18		AURORA TUITION REIMBURSEMENT FOR 2 CLASSES	01-110-54-00-5410 ** COMMENT **)	2,102.00			
			02			ICE TOTAL:	2,102.00	*		
					CHECK TOTAL:		2,3	102.00		
527050	PLANFILL	PLANO CLEAN FILL								
	525	08/12/17	01	MATERIAL DUMPING	72-720-60-00-6045 INVO	CCE TOTAL:	1,935.00 1,935.00			
					CHECK TOTAL:		1,9	935.00		
527051	R0001557	CAL ATLANTIC HOMES								

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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527051	R0001557	CAL ATLANTIC HOMES					
	652 WINDET	TE RDG 04/09/18		SURETY GUARANTEE DEPOSIT REFUND	** COMMENT **	5 ICE TOTAL:	600.00 600.00 *
					CHECK TOTAL:		600.00
527052	R0001723	DAVID MANGIONE					
	032918	03/29/18		REFUND OVERPAYMENT ON FINAL BILL FOR ACCT#0107408440-02		1	20.84
					INVO	ICE TOTAL:	20.84 *
					CHECK TOTAL:		20.84
527053	R0002021	KYLE R. JOMANT					
	040318	04/03/18	02	ADMIN TOW FEE REFUNDED PER HEARING OFFICER AT 04/02/18 ADMIN HEARING	01-000-43-00-432 ** COMMENT ** ** COMMENT **	5	500.00
						ICE TOTAL:	500.00 *
					CHECK TOTAL:		500.00
527054	R0002022	PAT MCNAMARA					
	032918	03/29/18		REFUND OVERPAYMENT ON FINAL		1	60.76
			02	BILL FOR ACCT#0208417750-03	** COMMENT ** INVO	ICE TOTAL:	60.76 *
					CHECK TOTAL:		60.76
527055	RATOSP	PETE RATOS					
	04/02-04/0	6 04/09/18	01	MILEAGE REIMBURSEMENT FOR	01-220-54-00-541	5	121.32

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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527055	RATOSP	PETE RATOS							
	04/02-04/06	0.4	1/09/18	02	INSPECTIONS AND WORK TRAVEL		CE TOTAL:	121.32	*
						CHECK TOTAL:		1	.21.32
527056	REDWING	RED WING STOF	RE - AURC	DRA					
	32-1-36018	01	1/25/18	01	WORK BOOTS-HENNE	01-410-56-00-5600 INVOI	CE TOTAL:	229.49 229.49	
						CHECK TOTAL:		2	29.49
527057	RESPONSE	RESPONSIVE NE	ETWORKS S	SERVI	CES				
	19667	0.4	4/04/18		JAN-MAR 2018 ENDPOINT PROTECTION LICENSES	** COMMENT **		147.00 147.00	
						CHECK TOTAL:	CE TOTAL.		47.00
527058	RIVRVIEW	RIVERVIEW FOR	RD						
	FOCS399789	03	3/08/18		REPAIRED GROUNDS, REPLACED BATTERY	79-795-56-00-5640 ** COMMENT **		319.90	
						INVOI	CE TOTAL:	319.90	*
	FOCS400671	03	3/23/18	02	REPLACED MUFFLER, EXHAUST PIPE, TAILPIPE AND REAR PINION SEAL			779.06	
						INVOI	CE TOTAL:	779.06	*
						CHECK TOTAL:		1,0	98.96
527059	SEBIS	SEBIS DIRECT							

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

TIME: 08:09:04 ID: AP211001.W0W

527063 STANDARD STANDARD & ASSOCIATES, INC.

DATE: 04/17/18

CHECK #		INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT
527059	SEBIS	SEBIS DIRECT					
	25172	03/15/18	01	PUBLIC HEARING MAILINGS		2 ICE TOTAL:	407.03 407.03 *
					CHECK TOTAL:		407.03
527060	SIMPLEX	SIMPLEXGRINNELL LP					
	20141741	04/02/18		ANNUAL FIRE ALARM TEST & INSPECTION CONTRACT RENEWAL	23-000-14-00-1400 ** COMMENT **)	1,804.99
			02	INDIBETION CONTRACT RENUMAL		ICE TOTAL:	1,804.99 *
					CHECK TOTAL:		1,804.99
527061	SMITHERE	SMITHEREEN PEST MANA	GEMEN'	T			
	1709803	03/15/18	01	MAR 2018 PEST CONTROL		5 ICE TOTAL:	85.00 85.00 *
					CHECK TOTAL:		85.00
527062	SPEEDWAY	FLEETCOR SUPERFLEET I	MASTE	RCARD			
	FB638-041118	04/11/18		MARCH 2018 GASOLINE	79-790-56-00-5699 79-795-56-00-5699 01-210-56-00-5699 51-510-56-00-5699 01-410-56-00-5699 01-220-56-00-5699 INVO	5	976.06 118.61 5,276.85 552.91 552.91 552.91 154.71 8,184.96 *
					CHECK TOTAL:		8,184.96

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

TIME: 08:09:04 ID: AP211001.WOW

DATE: 04/17/18

527066

SUBURLAB

11-111 FOX HILL SSA

SUBURBAN LABORATORIES INC.

INVOICES DUE ON/BEFORE 04/24/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE		DESCRIPTION		PROJECT CODE	ITEM AMT	
527063	STANDARD	STANDARD & ASSOCIATE	S, IN	C.				
	SA000037215	03/30/18		2018 SERGEANT PROMOTIONAL TESTING	** COMMENT **		7,047.40	*
					CHECK TOTAL:		7,0	047.40
527064	STEWART	STEWART SPREADING, I	ЛС					
	11982	03/26/18	01	CLEANING OF 3 TANKS	51-510-54-00-5445 INVOIO		19,500.00 19,500.00	
					CHECK TOTAL:		19,5	500.00
527065	SUBURBAN	CHICAGO TRIBUNE MEDIA	A GRO	UP				
	003544340	03/31/18	02 03 04 05 06 07 08 09 10 11 12	SUBDIVISION CONTROL ORIDINANCE AMENDMENT KENDALL MARKETPLACE RESIDENTIAL LOT AMENDMENT FOX HIGHLAND-RAINTREE VILLAGE FOX HIGHLAND-RAINTREE VILLAGE WATERMAIN INTERCONNECT AD FOR	72-720-60-00-6045 72-720-60-00-6043 01-220-54-00-5426 ** COMMENT ** 90-118-00-00-0011 ** COMMENT ** 51-510-60-00-6066 52-520-60-00-6066 ** COMMENT ** 90-055-55-00-0011 ** COMMENT **		185.57 92.79 92.78 149.42 206.39 165.23 38.75 612.16 255.47	*
					CHECK TOTAL:		1,7	798.56

01-110 ADMINISTRATION 12-112 SUNFLOWER SSA 42-420 DEBT SERVICE 83-830 LIBRARY DEBT SERVICE 01-120 FINANCE 15-155 MOTOR FUEL TAX (MFT) 51-510 WATER OPERATIONS 84-840 LIBRARY CAPITAL 01-210 POLICE 23-216 MUNICIPAL BUILDING 52-520 SEWER OPERATIONS 87-870 COUNTRYSIDE TIF 23-230 CITY-WIDE CAPITAL 01-220 COMMUNITY DEVELOPMENT 72-720 LAND CASH 88-880 DOWNTOWN TIF 01-410 STREET OPERATIONS 25-205 POLICE CAPITAL 79-790 PARKS DEPARTMENT 90-XXX DEVELOPER ESCROW 01-640 ADMINSTRATIVE SERVICES 25-215 PUBLIC WORKS CAPITAL 79-795 RECREATION DEPT 95-XXX ESCROW DEPOSIT

82-820 LIBRARY OPERATIONS

25-225 PARKS & RECREATION CAPITAL

TIME: 08:09:04 ID: AP211001.W0W

DATE: 04/17/18

CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT
527066	SUBURLAB	SUBURBAN LABORATOR	IES INC				
	153942	03/30/1	8 01	ROUTINE COLIFORM		CE TOTAL:	360.00 360.00 *
					CHECK TOTAL:		360.00
527067	TRCONTPR	R TRAFFIC CONTROL & PROTECTION					
	92176	04/03/1	8 01	STREET SIGNS	15-155-56-00-5619 INVOI	CE TOTAL:	860.95 860.95 *
					CHECK TOTAL:		860.95
527068	VITOSH	CHRISTINE M. VITOS	Н				
	CMV 1913	04/02/1	8 01	MAR 2018 ADMIN HEARINGS		CE TOTAL:	400.00 400.00 *
	CMV 1914	03/30/1	02	03/13/18 PUBLIC HEARING ON PROPOSED TIF REDEVLOPMENT PLAND AND PROPOSED FY19 BUDGET	** COMMENT **		182.02
					INVOI	CE TOTAL:	182.02 *
					CHECK TOTAL:		582.02
527069	WAREHOUS	WAREHOUSE DIRECT					
	3857169-0	04/05/1	8 01	ENVELOPES	01-210-56-00-5610 INVOI	CE TOTAL:	39.36 39.36 *
					CHECK TOTAL:		39.36
527070	WATCHGRD	WATCHGUARD VIDEO					
	4B0INV0003	L59 03/14/1	8 01	SERVER SWITCH REMOTE SYSTEM	01-210-56-00-5635		750.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

TIME: 08:09:04 ID: AP211001.W0W

DATE: 04/17/18

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527070	WATCHGRD	WATCHGUARI	O VIDEO					
	4BOINV0003159		03/14/18		SETUP, TESTING AND ADMIN TRAINING	** COMMENT ** ** COMMENT ** INVOI	CCE TOTAL:	750.00 *
						CHECK TOTAL:		750.00
527071	WELDSTAR	WELDSTAR						
	01645587		03/24/18	01	GAS STEEL CYLINDER	01-410-54-00-5485 INVOI	CE TOTAL:	15.12 15.12 *
						CHECK TOTAL:		15.12
527072	527072 WERDERW		DERICH					
	040918		04/09/18	01	03/12 & 03/19 ADMIN HEARINGS	01-210-54-00-5467 INVOI	CCE TOTAL:	300.00 300.00 *
	040918-FEB		04/09/18	01	02/12 & 02/26 ADMIN HEARINGS	01-210-54-00-5467 INVOI	CCE TOTAL:	300.00 300.00 *
						CHECK TOTAL:		600.00
D000840	YBSD	YORKVILLE	BRISTOL					
	0418SF		04/11/18	01	MAR 2018 SANITARY FEES	95-000-24-00-2450 INVOI	CCE TOTAL:	•
	2018.0011		04/12/18	01	MAR 2018 LANDFILL EXPENSES	51-510-54-00-5445 INVOI	GCE TOTAL:	9,257.14 9,257.14 *
						DIRECT DEPOSIT TO	TAL:	237,040.11
527073	YORKACE	YORKVILLE	ACE & RADI	O SHA	CK			

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 04/17/18 TIME: 08:09:04 ID: AP211001.W0W

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527073	YORKACE	YORKVILLE ACE & RADI	O SHA	CK				
	163742	08/17/17	01	SCREWS	01-410-56-00-562 INVO	0 ICE TOTAL:	5.88 5.88	*
	164315	10/25/17	01	KEY	79-790-56-00-562 INVO	0 ICE TOTAL:	5.58 5.58	*
	164690	12/11/17	01	CONNECTORS, TRANSFORMER		0 ICE TOTAL:	14.47 14.47	*
	165418	03/27/18	01	BOLTS, NUTS	01-410-56-00-564 INVO	0 ICE TOTAL:	23.64 23.64	*
	165439	03/29/18	01	CHAIN PROOF	01-410-56-00-564 INVO		34.74 34.74	*
	165458	04/02/18	01	FILES, OIL	79-790-56-00-563 INVO	0 ICE TOTAL:	41.96 41.96	*
					CHECK TOTAL:		1	26.27
527074	YORKSELF	YORKVILLE SELF STORA	GE, I	NC				
	032418-45	03/24/18	01	MAR 2018 STORAGE RENTAL	01-210-54-00-548 INVO	5 ICE TOTAL:	80.00	*
					CHECK TOTAL:			80.00
527075	YOUNGM	MARLYS J. YOUNG						
	032118	04/09/18	01	03/21/18 ADMIN MEETING MINUTES		2 ICE TOTAL:	71.25 71.25	*
	032218	04/03/18			90-055-55-00-001 ** COMMENT **	1	52.50	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 04/17/18 UNITED CITY OF YORKVILLE CHECK REGISTER

TIME: 08:09:04 ID: AP211001.W0W

INVOICES DUE ON/BEFORE 04/24/2018

CHECK # VENDOR # INVOICE ITEM INVOICE # DATE # DESCRIPTION ACCOUNT # PROJECT CODE ITEM AMT

527075 YOUNGM MARLYS J. YOUNG

> 032218 04/03/18 03 PLAT ** COMMENT **

> > 52.50 * INVOICE TOTAL:

CHECK TOTAL: 123.75

327,770.44 TOTAL CHECKS PAID:

246,920.61 TOTAL DIRECT DEPOSITS PAID:

574,691.05 TOTAL AMOUNT PAID:

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-640 ADMINSTRATIVE SERVICES 11-111 FOX HILL SSA

12-112 SUNFLOWER SSA 15-155 MOTOR FUEL TAX (MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL 25-225 PARKS & RECREATION CAPITAL 82-820 LIBRARY OPERATIONS

42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPT

83-830 LIBRARY DEBT SERVICE 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT

TIME: 09:39:38
ID: AP225000.CBL

DATE: 04/09/18

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		CHECK DATE	ACCOUNT #	ITEM AMT	
131121	KCR	KENDALL COUNTY RECORD	ER'S		04/06/18			
	4782	04/06/18		RELEASE 2 WATER LIENS FILED 2 NEW WATER LIE		51-510-54-00-5448 51-510-54-00-5448 INVOICE TOTAL:	88.00 98.00 186.00 *	
						CHECK TOTAL:		186.00
						TOTAL AMOUNT PAID:		186.00

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-640 ADMINSTRATIVE SERVICES
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA
15-155 MOTOR FUEL TAX (MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL
25-225 PARKS & RECREATION CAPITAL

42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPT 82-820 LIBRARY OPERATIONS 83-830 LIBRARY DEBT SERVICE 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT DATE: 04/16/18

UNITED CITY OF YORKVILLE
TIME: 08:37:59

CHECK REGISTER

PRG ID: AP215000.WOW

CHECK DATE: 04/16/18

CHECK # VENDOR # INVOICE INVOICE ITEM

NUMBER DATE # DESCRIPTION ACCOUNT # ITEM AMT

526967 SERVICE SERVICE PRINTING CORPORATION

94588-QUOTE 03/20/18 01 POSTAGE FOR SUMMER CATALOG 79-795-54-00-5426 3,129.64

INVOICE TOTAL: 3,129.64 *

CHECK TOTAL: 3,129.64

TOTAL AMOUNT PAID: 3,129.64



UNITED CITY OF YORKVILLE PAYROLL SUMMARY April 20, 2018

	REGULAR	OVERTI	ИΕ	TOTAL	IMRF		FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$	- (\$ 908.34	\$	- \$	69.49	\$ 977.83
CLERK	583.34		-	583.34	19	.34	44.63	647.31
TREASURER	83.34		-	83.34	8	.79	6.36	98.49
ALDERMAN	4,000.00		-	4,000.00		-	294.70	4,294.70
ADMINISTRATION	17,112.16		-	17,112.16	1,805	.34	1,235.82	20,153.32
FINANCE	9,350.84		-	9,350.84	986	.52	693.41	11,030.77
POLICE	106,889.77	1,580	0.62	108,470.39	571	.48	7,999.29	117,041.16
COMMUNITY DEV.	15,614.81		-	15,614.81	1,592	.53	1,152.37	18,359.71
STREETS	15,204.21		-	15,204.21	1,604	.04	1,126.70	17,934.95
WATER	14,768.68	148	3.41	14,917.09	1,573	.74	1,087.19	17,578.02
SEWER	8,392.03		-	8,392.03	885	.36	624.55	9,901.94
PARKS	17,785.13		-	17,785.13	1,876	.33	1,309.35	20,970.81
RECREATION	14,436.81		-	14,436.81	1,173	.00	1,073.50	16,683.31
LIBRARY	15,796.57		-	15,796.57	861	.14	1,182.80	17,840.51
TOTALS	\$ 240,926.03	\$ 1,729	9.03	\$ 242,655.06	\$ 12,957	.61 \$	17,900.16	\$ 273,512.83

TOTAL PAYROLL

\$ 273,512.83



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, April 24, 2018

ACCOUNTS PAYABLE		<u>DATE</u>	
City Check Register (Pages 1 - 40)		04/24/2018	574,691.05
	SUB-TOTAL:		\$574,691.05
OTHER PAYABLES			
Clerk's Check #131121- Kendall County Recorder (Page 41)		04/06/2018	\$ 186.00
Maual Check #526967 - Service Printing Corp. (Page 42)		04/16/2018	3,129.64
	SUB-TOTAL:		\$3,315.64
PAYROLL			
Bi - Weekly (<i>Page 43</i>)		04/20/2018	\$ 273,512.83
	SUB-TOTAL:		\$273,512.83
TOTAL DISB	URSEMENTS:		\$ 851,519.52



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

Agenda	Item	Nun	ıber

Mayor's Report #1

Tracking Number

CC 2018-17

Agenda Item Summary Memo

Title: Proclamation	for Rain Barrel Month	
Meeting and Date:	City Council – April 24, 20	18
Synopsis:		
Council Action Pre	eviously Taken:	
Date of Action:	Action Take	en:
Item Number:		
Type of Vote Requ	ired: None	
Council Action Rec	quested:	
Submitted by:	Mayor Gary J. Golinski	
	Name	Department
	Agenda Ito	em Notes:

UNITED CITY OF YORKVILLE

Rain Barrel Month Proclamation

WHEREAS, water is a valuable, limited natural resource; and

WHEREAS, municipal and rural residents in Yorkville, Illinois depend on water for numerous home and commercial uses; and

WHEREAS, conserving and protecting water supplies is of benefit to all residents of Yorkville, Illinois; and

WHEREAS, for every 100 square foot of roof area, one inch of rain generates approximately 60 gallons of rainwater runoff; and

WHEREAS, wasteful runoff of rainwater from homes and other buildings into storm sewers or other drainageways can add to the damaging and overwhelming stormwater volumes in our natural waterways; and

WHEREAS, collecting rainwater is one type of best management practice to reduce stormwater runoff; and by redirecting and collecting rainwater runoff from buildings, it can be available for more productive, cost-efficient uses; and

WHEREAS, rain barrels are an economical, convenient method of collecting rainwater runoff for future uses; and

WHEREAS, The Conservation Foundation (TCF), in cooperation with local communities, such as Yorkville, promotes the reduction of off-site stormwater runoff and best management practices to redirect and conserve rainwater; and

WHEREAS, the United City of Yorkville encourages homeowners and businesses to implement methods such as rain barrels to capture and efficiently use rainwater; and

WHEREAS, the United City of Yorkville endorses such best management practices to help protect our local water resources and wishes to promote the use of such practices to its residents.

NOW, THEREFORE, I, Gary J. Golinski, Mayor of the United City of Yorkville, do hereby proclaim the Month of May 2018 as Rain Barrel Promotion Month in the United City of Yorkville.

Dated this 24 th day of April, 2018, A.D.	
-	Com I Colimbi Mose
	Gary J. Golinski, Mayor



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

Agenda Item Number
Mayor's Report #2
Tracking Number
CC 2018-18

Agenda Item Summary Memo

Title: National Suici	de Prevention Aware	ness Month Proclamation and Outreach		
Meeting and Date:	City Council – April	24, 2018		
Synopsis: See attach	ned memo.			
Council Action Prev	iously Taken:			
Date of Action: N/A	Actio	on Taken:		
Item Number:				
Type of Vote Requir	red: Majority			
Council Action Req	uested: Approval			
Submitted by:	Bart Olson	Administration		
	Name	Department		
Agenda Item Notes:				

UNITED CITY OF YORKVILLE

PROCLAMATION

September Is National Suicide Prevention Awareness Month

WHEREAS; September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; According to the CDC, each year more than 41,000 people die by suicide; and

WHEARAS; Suicide is the 10th leading cause of death among adults in the US, and the 2nd leading cause of death among people aged 10-24; and

WHEREAS; Yorkville, Illinois is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS; local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, be it resolved that I, **Gary J Golinski**, do hereby proclaim the month of September 2018, as National Suicide Prevention Awareness Month in the United City of Yorkville.

Dated this 24 th day of April, 2018, A.D.	
	Gary J. Golinski, Mayor



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: April 18, 2018

Subject: Suicide Prevention Awareness Month proclamation and outreach

Summary

Acknowledgment that Alderman Frieders may use City letterhead and conduct outreach on behalf of the City for Suicide Prevention Awareness Month.

Background

The City recognized Suicide Prevention Awareness Month in September 2017, via mayoral proclamation. After the proclamation, Alderman Frieders conducted individual outreach to other municipalities to encourage them to proclaim September 2017 as Suicide Prevention Awareness Month. Suicide Prevention Awareness Month will take place in September 2018, and Alderman Frieders has asked Mayor Golinski to issue the proclamation far in advance so additional outreach can be completed.

Additionally, Alderman Frieders has requested to be recognized by the City Council as having the authority to speak on behalf of the entire City Council when contacting other municipalities to encourage them to issue a Suicide Prevention Awareness Month proclamation. We have mocked up a sample outreach letter on City letterhead for your review.

Recommendation

Staff recommends approval of authorization for Alderman Frieders to conduct outreach to other municipalities to encourage them to proclaim September 2018 as National Suicide Prevention Awareness Month.



United City of Yorkville

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

April 24, 2018

Dear Fellow Elected Official:

My name is Joel Frieders, and I am a second-term alderman for the United City of Yorkville, Illinois, the county seat of Kendall County located in Chicago's far western suburbs. I am writing to my fellow elected officials to ask for your consideration in reading the attached proclamation at a public meeting sometime within the month of September 2018 in support of National Suicide Prevention Awareness Month.

On July 28, 2017, I lost another friend of mine to suicide and since then I have been unable to shake the idea that I should be doing something to help stop these preventable tragedies from happening. As I am not a professional mental health counselor, I find my strengths in communication afford me the ability to reach out to you directly, so I hope you take a few minutes to read this and get this ball rolling in your community before September 2018.

This is the second year that I have personally taken on the task of getting as many municipalities as humanly possible to join the United City of Yorkville in showing support for those counselors, educators, coaches, and police officers that assist in the all-important job of preventing suicide. While this gesture isn't much, it's important to me that I not lose another friend to suicide.

It is my and my Yorkville colleagues' intention to help rid the world of the stigma of uncomfortable topics. If you as an elected official can remind your constituents that it's OK to not be OK, and that there are people trained in discussing matters most find uncomfortable, maybe you will have a hand in saving the life of someone you love.

All it takes is to edit the attached proclamation with the name of your municipality, place it on an agenda sometime around September 2018, and read it aloud at a public meeting. And speaking from experience, I can tell you that this is as easy as forwarding this letter on to your awesome City Clerk and asking that this be included at the appropriate time come late summer.

Fellow Elected Official April 24, 2018 Page 2

In 2017, 24 cities across Illinois joined the United City of Yorkville in addressing this issue via elected officials publicly reading and discussing the proclamation.

- Aurora
- Batavia
- Burbank
- Burlington
- Dekalb
- Evanston
- Freeport
- Geneva
- Highland Park
- Joliet
- Lockport
- Montgomery

- Morris
- Naperville
- North Aurora
- Oswego
- Plano
- Prospect Heights
- Rochelle
- Rock Island
- St. Charles
- Sycamore
- West Chicago
- Wheaton

In addition to these incredible communities, the counties of Kane and Kendall, as well as the State of Illinois, all adopted the proclamation in support of National Suicide Prevention Awareness Month. We were also grateful to learn that the city of Ft. Wayne, Indiana and Caton, Georgia took it upon themselves to read the proclamation.

With your participation, now and into the future, every year that we take the time to address it, we help build a strong foundation of thoughtful municipal government and a thoughtful community, reminding our constituents that we're all human and we're all in this together.

Sincerely,

Joel Frieders Alderman, Ward 3 United City of Yorkville



Reviewed By:
Legal
Finance

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

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Agenda	Itam	Num	har
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Mayor's Report #3

Tracking Number

CC 2018-19

Agenda Item Summary Memo

Title: Monthly Trea	surer's Report for March 2018	3
Meeting and Date:	City Council - April 24, 201	8
Synopsis:		
Council Action Prev	viously Taken:	
Date of Action:	Action Taker	n:
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Req	uested: Approval	
Submitted by:	Rob Fredrickson	Finance
	Name	Department
	Agenda Iter	n Notes:

EST. 1836

UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending March 31, 2018

Cash Basis

THE NAME OF THE PARTY OF THE PA				Cush Dusis						Projected
THE W	Beginning Fund Balance	March Revenues	YTD Revenues	Revenue Budget	% of Budget	March Expenses	YTD Expenses	Expense Budget	% of Budget	Ending Fund Balance
General Fund										
01 - General	\$ 6,214,089	\$ 1,153,462	\$ 14,700,308	\$ 15,137,621	97%	\$ 1,276,462	\$ 13,751,170	\$ 15,762,920	87%	\$ 7,163,227
Special Revenue Funds										
15 - Motor Fuel Tax	792,224	38,204	459,516	494,116	93%	18,526	488,796	756,137	65%	762,945
79 - Parks and Recreation	445,877	128,054	1,870,413	1,987,762	94%	119,266	1,685,444	2,023,877	83%	630,847
72 - Land Cash	250,316	4,549	125,636	90,500	139%	16,156	609,496	645,000	94%	(233,544)
87 - Countryside TIF	(495,753)	-	198,294	225,000	88%	892	161,468	163,516	99%	(458,927)
88 - Downtown TIF	97,556	-	76,186	70,000	109%	28,260	785,854	1,132,742	69%	(612,112)
11 - Fox Hill SSA	14,742	-	9,366	9,365	100%	-	15,721	23,000	68%	8,387
12 - Sunflower SSA	(15,776)	-	13,480	13,480	100%	-	17,392	29,735	58%	(19,688)
Debt Service Fund										
42 - Debt Service	-	28,192	297,363	320,225	93%	-	321,200	320,225	100%	(23,837)
Capital Project Funds										
25 - Vehicle & Equipment	270,408	53,786	435,320	329,845	132%	6,086	302,510	599,925	50%	403,219
23 - City-Wide Capital	1,355,529	73,072	1,514,237	2,705,765	56%	377,286	3,689,804	3,669,526	101%	(820,038)
Enterprise Funds										
* 51 - Water	2,826,145	164,094	4,123,646	4,297,767	96%	159,356	3,909,471	5,158,503	76%	3,040,320
* 52 - Sewer	1,378,031	154,098	2,563,264	2,604,442	98%	110,111	2,709,919	3,005,500	90%	1,231,376
Library Funds										
82 - Library Operations	489,054	4,449	700,966	719,057	97%	52,581	640,787	803,154	80%	549,233
83 - Library Debt Service	-	23	760,985	760,396	100%	-	760,395	760,396	100%	590
84 - Library Capital	19,904	16,411	89,048	35,010	254%	7,658	44,984	35,000	129%	63,968
Total Funds	\$ 13,642,346	\$ 1,818,393	\$ 27,938,030	\$ 29,800,351	94%	\$ 2,172,640	\$ 29,894,409	\$ 34,889,156	86%	\$ 11,685,967

^{*} Fund Balance Equivalency

As Deputy Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Deputy Treasurer



Review	

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

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Agenda	Item	Num	hei

Mayor's Report #4

Tracking Number

CC 2018-20

Agenda Item Summary Memo

Title: Information Te	echnology Services	
Meeting and Date:	City Council – April 24, 2018	
Synopsis: See attach	ned memo.	
Council Action Prev	iously Taken:	
Date of Action: N/A	Action Taken:	
Item Number:		
Type of Vote Requir	red: Majority	
Council Action Requ	ıested: Approval	
Submitted by:	Bart Olson	Administration
	Name	Department
	Agenda Item	Notes:



Memorandum

To: Administration Committee From: Bart Olson, City Administrator

CC:

Date: April 12, 2018

Subject: Interdev contract amendment

Summary

Consideration of contract amendment with the City's IT consultant, Interdev, increasing the number of weekly hours from 8 to 24, and amending the Yorkville-Oswego IT intergovernmental agreement to reflect that increase.

Background

The City approved a contract in April 2017 with Interdev to provide 8 hours of IT services per week, and an intergovernmental agreement with Oswego to allow sharing of 40 total hours between the two cities. This agreement has a term of one year and is up for renewal in April 2018.

This item was last seen by the City Council in the FY 19 budget proposal documents. The FY 19 budget contemplates an increase in the hours as proposed in the amendment to Exhibit B (attached). The City will go from 8 hours of a Systems Engineer Tier II at \$77 per hour to 24 hours of a Systems Engineer Tier II and Tier III at a blended hourly rate of \$90 and \$9,360 per month. Over the past year, the City staff have seen that more than 8 hours per week is necessary, which is why we're recommending 24 hours.

The City's intergovernmental agreement with Oswego contemplates 32 hours of a Tier II engineer for Oswego and 8 hours of a Tier II engineer for Yorkville, and those hours can flex between the two organizations on an as-needed basis. As of April 2018, the Yorkville has officially used around 12 hours per week of total hours, meaning the City currently owes Oswego hours. Rather than true up those hours immediately, Oswego has requested to use them throughout the upcoming year, as they will have a number of large projects. Unofficially, Interdev has contributed many more hours than the 12 hours per week, as a number of the City's major IT projects are still in roll-out.

Recommendation

Staff recommends approval of the intergovernmental agreement and Interdev contract amendment.

EXHIBIT B - COMPENSATION

Pricing

The following table includes InterDev's recommended resources for Yorkville and Yorkville's Information Technology Department and their corresponding rates.

Resources		Hourly Rate	Monthly Cost
Systems Engineer Tier III – Yorkville	Onsite (24 Hours/Week)	\$90.00	\$9,360
Total I	Γ Services Price on Joint	Contract:	\$9,360/Month
5% Escalator shall apply at anniversary of agreement.			

Profiles for the InterDev Management team are included in the body of this proposal. InterDev will provide any additional information regarding each participant upon request. Due to the sensitive nature of the data managed by InterDev at our Public Sector clients, and in accordance with State and Federal laws, all InterDev government team members have participated in official FBI - Criminal Justice Information Systems (CJIS) training. All members of the transition team have undergone thorough background checks by multiple municipalities, state and federal agencies. Any and all additional staff members assigned to support Yorkville and Yorkville will be subject to InterDev's rigorous internal background checks and any Municipality background investigations requested.

Additional Available Project Resources

Both municipalities have anticipated additional planning and resources for special projects. We have provided a listing of the resources available from InterDev and their hourly rates in the table below.

Hourly Resources and Services (Contracted Billable Hour and As Needed Rates)	Contracted Billable Hourly Rate (9 month or greater Full-Time contract)	As Needed Hourly Rate
Additional Technical Consulting Resources:		
Systems Engineer I	\$61.69	\$95.91
Security Engineer	\$143.94	\$223.80
Sr. Project Manager	\$87.39	\$135.88
Chief Information Officer	\$179.92	\$279.95

Additional Software Licensing

Recommended Software Licensing	Rate	Yorkville Cost
ConnectWise - Helpdesk, Ticketing and CRM LabTech - Server and Desktop Monitoring, Patching, Asset Inventory and Remote Access		
ConnectWise technician License	\$75.00/seat/month	\$75.00
 LabTech License - per device (workstation or server) 	\$3.00/device/month	81 PCs, 11 Servers \$282.00
Monthly Software License Total		\$351.00

Disclaimer

The information contained in this document is the property of InterDev and is considered proprietary and confidential. The contents of the document must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of InterDev.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature/Title	InterDev, LLC	Date
Authorized Signature/Title	City of Yorkville, IL	Date

Resolution No. 2017-18

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF INFORMATION TECHNOLOGY SERVICES BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, the United City of Yorkville, Kendall County, Illinois ("City") and the Village of Oswego, Kendall and Will Counties, Illinois (the "Village") are duly organized and validly existing units of local government created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

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 the Village require information technology services ("IT Services") to keep up with technology best practices and better serve the needs of their residents; and,

WHEREAS, to efficiently and effectively meet each of their needs, the City and Village have determined that it is advisable to contract with one another and a third party IT Services company for the provision of IT Services to both municipalities; and,

WHEREAS, the City believes it to be in its best interests and the best interests of its citizens and taxpayers to enter into an agreement with the Village to share IT Services and enter in accordance with the terms and conditions as set forth in an intergovernmental agreement.

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

Section 1. That the Intergovernmental Agreement for the Sharing of Information Technology Services Between the Village of Oswego, Kendall and Will Counties, Illinois and the United City of Yorkville, Kendall County, Illinois, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

Section 2. The Mayor, City Clerk, and City Administrator are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. This Resolution shall be in full force and effect from and after its passage and

approval as provided by law. Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 28 day of March, 2017. CARLO COLOSIMO KEN KOCH **JOEL FRIEDERS** JACKIE MILSCHEWSKI CHRIS FUNKHOUSER **DIANE TEELING** SEAVER TARULIS Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 5 day of APRIL , 2017.

INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF INFORMATION TECHNOLOGY SERVICES BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between the Village of Oswego, Kendall County, Illinois (the "Village") a municipal corporation of the State of Illinois and the United City of Yorkville, Kendall County, Illinois (the "City") a municipal corporation of the State of Illinois, entered into this 28 day of MARCH, 2017.

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 Village and the City require information technology services to keep up with technology best practices and better meet residents' needs; and,

WHEREAS, the essential goal is that the City and the Village jointly contract to provide information technology services and to coordinate and share information technology investment where feasible and practical, all as hereinafter set forth.

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

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

- Section 2. The Village and the City intend to contract with InterDev, LLC. ("the Consultant") to provide staff augmentation and consulting services related to information technology and computer network services.
- Section 3. The Agreement shall run concurrently with the Consultant contract with an initial term of one year with the option to renew for two additional years.
- Section 4. The Village intends to use 80 percent of the Consultant's allocated resource, while the City intends to use 20 percent of the resource and the Village and City agree to pay their respective share of the consultant's fees as indicated in the respective contracts.
- Section 5. The Village and the City agree to meet regularly, though not less than twice per year, to review the resource allocation and adjust the division of the total fee accordingly.
- Section 6. The Village and the City intend to separately enter into an intergovernmental agreement with the GovIT Consortium, which will provide additional shared service opportunities.
- Section 7. The City and the Village are authorized to engage in joint purchasing of resource and information technology infrastructure where beneficial and practical for both.
- Section 8. The City and the Village shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees,

and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the services to be performed by the other party under this Agreement.

Section 9. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of either the City or Village in any respect, including, their respective powers and duties.

Section 10. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the parties hereto.

Section 11. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 12. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the Village: Assistant Village Administrator

Village of Oswego 100 Parkers Mill Oswego, Illinois 60543

With a copy to: David Silverman

Mahoney, Silverman and Cross 822 Infantry Drive, Suite 100

Joliet, Illinois 60435

If to the City:

City Administrator

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

With a copy to: Kathleen Field Orr

Kathleen Field Orr & Associates 53 West Jackson Blvd., Suite 964

Chicago, Illinois 60604

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

Section 13. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 14. 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 15. Nothing contained in this Agreement, nor any act of the Village or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Village and the

City. Further, nothing in this Agreement should be interpreted to give the Village or City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 16. When performing pursuant to the terms of this Agreement, the Village and City intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Village and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction that employs the employee making such a claim.

Section 17. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to Kendall County and the City at the address set forth herein. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be

available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 18. This Agreement may be amended only with written consent of all parties hereto.

Section 19. The Village and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

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

By:

Mayor

Attest:

City Clerk

Village President

Village of Oswego, Kendall and Will Counties, Illinois, a municipal corporation

Attest:

Village Clerk

Page 6 of 6

Resolution No. 2017- 20

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, the United City of Yorkville, Kendall County, Illinois ("City") is a duly organized and validly existing unit of local government created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

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 the Village of Oswego, Kendall and Will Counties, Illinois (the "Village") have entered into an intergovernmental agreement (the "City/Village Agreement") for the sharing of information technology services ("IT Services") to keep up with technology best practices and better serve the needs of their residents; and,

WHEREAS, the City/Village Agreement requires the City and Village to each enter into a contract for the provision of IT Services with Interdev, LLC, a Georgia limited liability company (the "IT Service Provider"); and,

WHEREAS, the City believes it to be in its best interests and the best interests of its citizens and taxpayers to engage the IT Service Provider in furtherance of the City/Village Agreement and in accordance with the terms and conditions as set forth in a contract for the provision of IT Services.

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

Section 1. That the Professional Services Agreement for Information Technology Services, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

Section 2. The Mayor, City Clerk, and City Administrator are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. This Resolution shall be in full force and effect from and after its passage and

approval as provided by law. Passed by the City Council of the United City of Yorkville, Kendall County, Ill day of	inois this
Beth Wan	ln
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, Illi day of APRIL , 2017. MAYOR	nois, this

Seth Wanen

PROFESSIONAL SERVICES AGREEMENT

FOR INFORMATION TECHNOLOGY SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL GOVERNMENT SERVICES ("Agreement") dated April 7, 2017, is entered into by and between the United City of Yorkville, Illinois ("City"), whose address is 800 Game Farm Road, Yorkville, IL 60560 and InterDev, LLC, a domestic limited liability company whose business address is 2650 Holcomb Bridge Road, Suite 120, Alpharetta, GA 30022 (the "Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually a "Party".

1. **DEFINITIONS**

- 1.1. "Contractor Employee(s)" shall mean person(s) under the direct supervision and control of the Contractor who perform Services hereunder, whether employees, contract employees or volunteers.
- 1.2. "City Representative" shall mean the senior City representative assigned the responsibility of overseeing the administration of this Agreement for the City and the provision of Services by Contractor along with other City-assigned responsibilities.
- 1.3. "Exhibits" to this Agreement include the following:

Exhibit A - Services

Exhibit B – Compensation

- 1.4. "Project Manager" shall mean the Contractor Employee who shall serve as the primary point of contact with oversight and administration of the Services to be provided hereunder.
- 1.5. "Services" shall mean those services as fully described in Exhibit A to be provided within the City.
- 1.6. "Services Commencement Date" shall be 12:00 am on APRIC 17, 2017.
- 1.7. "Subcontractor" shall mean any individual or entity retained, affiliated, or engaged by or under contract with Contractor to undertake any Services to be performed hereunder.
- 1.8. "Term" shall be as defined in Section 8.1.
- 1.9. "Total Annual Fees" shall be those amounts set forth on Exhibit B of this Agreement for each year or partial year of the Agreement and shall be the total maximum amount to be paid for Services for the applicable period.

2. SERVICES AND PERFORMANCE

2.1. <u>Services</u>. The Contractor shall provide the City with the Services as defined in Exhibit A, within the boundaries of the City, which boundaries may be modified from time to time, and

- which generally include municipal services of the type coming within the jurisdiction of and customarily rendered by municipalities (other than those provided by other contract providers or special districts). As an independent contractor, the Contractor offers to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement.
- 2.2. Qualification. Contractor represents to the City that the Contractor and the Contractor Employees and any Subcontractor performing Services hereunder possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.
- 2.3. [Section deleted]
- 2.4. Changes to Services. From time-to-time, either Party may identify new services that were not included in Exhibit A, or events may warrant modification to the Services. Within a reasonable period of time, the respective Party will notify the other Party of the Services modification opportunity. If agreed to by both Parties, Contractor will, within a reasonable time period (generally within ten (10) business days) provide to the Village in writing a price and modification to Services for the proposed addition to Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and, upon execution by both Parties, shall become an amendment to the Services described in this Agreement. To be effective, such amendment must be signed by the Contractor and by the Village. Unless otherwise stated in the amendment, Contractor will invoice the City on the next billing cycle after completion of the addition to Services or, if the change involves an ongoing new addition to Services, Contractor will include the associated adjustment to the Total Annual Fees and will pro rate the billing in accordance with provisions of Section 7.1 of this Agreement. All Disputes will be handled in accordance with Section 21 (Disputes) of this Agreement.
- 2.5. <u>Allocation of Resources</u>. The parties recognize that this Agreement is intended to provide flexibility to the City in order to meet its evolving challenges in the delivery of municipal services to the City residents. The Contractor may reasonably allocate Contractor and Subcontractor resources for the performance among the Services in accordance with the priorities agreed-to with the City Representative so long as such allocations do not affect either: (1) increase in Total Annual Fees under this Agreement; or (2) Service quality.
- 2.6. Required Permits and Licenses. The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid and effective status, all licenses and permits required by governmental entities by certifying organizations necessary to perform the Services as required by law.
 - The City agrees to timely provide to Contractor in writing copies of all City obtained permits and/or required compliance information from third parties. Should the City fail to timely

provide this information, Contractor shall not be obligated to comply with the new permit requirements until the permit and/or compliance information is provided to it.

All persons engaged in providing Services to the City shall be duly certified by the federal, state, or local jurisdiction, federal or national association, or other state or nationally recognized authority for the performance of the duties to which such person is assigned, if such certification is offered to and required of members of the profession. Contractor represents to the City that the Contractor is, and the Contractor Employees or any Subcontractors performing Services are, properly licensed and/or registered within the State of Illinois for the performance of the Services (if licensure and/or registration is required by applicable law).

- 2.7. Implementation of Innovations. The Parties mutually desire that the Services delivered hereunder are rendered in a manner that is highly efficient, effective and that utilizes innovative processes and technology. To that end, Contractor, in its normal course of Service delivery, will stay abreast of new technologies or processes related to Service delivery hereunder, and upon discovery, will present such new technologies or processes to the City. Before implementation, the Parties shall mutually agree, through negotiations in good faith, to determine whether implementation is mutually beneficial and, if so, shall negotiate appropriate changes to the Services and, if applicable, to Exhibit B. Under no circumstances is the Contractor required by the City to invest, fund or incur costs associated in the exploration, development or testing of new innovative processes or technologies that are the subject of this provision.
- 2.8. Obligation to Acquire Necessary Information. The Contractor shall become fully acquainted with the available information, laws, and regulations related to the Services. The Contractor is obligated to affirmatively request from the City and other available resources such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. Contractor is not responsible for the accuracy of the information obtained. City will use its best efforts to affirmatively obtain from third parties such information that the Contractor may request and which the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 2.9. <u>Ambiguity Concerning Services</u>. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.
- 2.10. <u>City Compliance with Laws</u>. The City shall comply with all applicable federal, state and local laws, ordinances, regulations and resolutions. Without limiting the foregoing, City shall comply with all wage and hour laws and other applicable federal and state statutes, regulations and standards for work place safety. As to any facilities in which the Parties are co-located, the

- City shall comply with all applicable laws regarding hazardous materials and maintain all required MSDS forms on site.
- 2.11. Contractor Compliance with Laws. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Without limiting the foregoing, Contractor shall comply with all wage and hour laws and OSHA and other applicable federal and state statutes, regulations and standards for work place safety. Contractor shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site in the City.
- 2.12. <u>City Obligations</u>. In performance of the Services, Contractor shall require and City shall provide the following for Contractor's use:
 - 2.12.1. A Work Location and appropriate office space for Contractor's employees performing the Services, which Contractor will keep in a neat and orderly manner and free from accumulation of any waste;
 - 2.12.2. Furniture, fixture and equipment for the Work Location,
 - 2.12.3. Computer equipment and software systems, telephone and internet services, and printers;
 - 2.12.4. An uninterruptable power supply and all other utilities at the Work Location; and
 - 2.12.5. Parking for Contractor's employees at the Work Location.
- 2.13. Change in Laws. Any change in law, regulation, rule, requirement, interpretation, statute, permit requirement or ordinance adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, federal or other governmental body which impacts Service delivery may necessitate a change in compensation. If such change affects Contractor's cost of or time required for performance of the Services, the parties agree to meet and agree to an equitable adjustment through executing an amendment to this Agreement in accordance with Section 19.11.
- 2.14. <u>Assignment of Personnel</u>. All Contractor employees performing Services hereunder shall be screened and satisfactorily pass drug testing prior to assignment to perform any Services under this Agreement. The drug testing laboratory or service and the methodology of testing, reporting, and pass/fail determination shall be acceptable to the City. The Contractor shall receive the results of the drug testing and, in the event of a testing failure, shall immediately remove any such person from providing Service to the City. The cost of drug testing shall be borne by the Contractor.
- 2.15. <u>Drug Free Workplace Policy</u>. Contractor shall adopt and enforce a policy for a drug-free workplace applicable to all persons delivering Services under this Agreement consistent with the Illinois Drug-Free Workplace Act.
- 2.16. Relationships and Public Interactions. All persons providing Services under this Agreement shall, at all times, foster and maintain professional and harmonious relationships with all employees of the City, all employees of the City's contract services providers and all City's residents

and customers, and shall represent the City in the best light possible to members of the public, staff, elected and appointed officials and media. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the City. Therefore, the Contractor offers and warrants to the City that the Contractor, its agents and employees will conduct all of their interactions with the citizens, customers and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the City's public image.

2.17. Performance Issues with Contractor Employees. Based upon the Contractor's representations herein and the City specifications herein regarding the Services, the Contractor offers the City the following process by which the Contractor will resolve issues of dissatisfaction by the City when a Contractor employee is failing to effectively perform Services hereunder.

Utilizing an objective standard based upon job performance, the City Representative shall have the right to reasonably request any Contractor employee is prohibited or reasonably limited, in any manner, from performing Services for the City. The City Representative shall notify the Contractor should any personnel or employment problem arise with regard to any such person performing Services under this Agreement. The notification shall include the known facts which give rise to the problem, and may include a request by the City that the Contractor transfer or otherwise reassign such employee out of service to the City.

Thereafter, representatives of the Contractor and the City shall meet to discuss possible remedies the Contactor might voluntarily offer to address the problems experienced by the City in accordance with the dispute resolution provisions of Section 21. If problems persist after the conclusion of any Upper Management resolution meeting, and provided the City Representative has notified the Contractor of the City's continuing dissatisfaction, the Contractor offers to remove any Contractor employee from performing any work for the City. By its signature to this Agreement, the City accepts the Contractor's offer of this process. Nothing in this Agreement shall be construed to abrogate in whole or in part the right of the Contractor to hire, discipline, terminate, assign or otherwise manage or control its workforce.

3. CITY AND CONTRACTOR COORDINATION

- 3.1. <u>City Representative</u>. The City Representative shall be the City's primary representative and point of contact for all regular reports, work orders and amendments to Services pursuant to this Agreement in the agreed-upon format between the City and the Contractor. The City Representative has the authority and authorization to monitor the Contractor's performance, respond to Contractor's questions, assist Contractor in understanding City policies, procedures and practices, and supervise the performance of any City obligations under this Agreement.
- 3.2. <u>Contractor Program Director</u>. The Contractor will assign a Program Director who shall be the Contractor's primary representative and the point of contact for all Service matters and amendments to Services allowable under this Agreement. The Contractor shall not replace the Program Director without City approval, which shall not be unreasonably withheld.

4. FORCE MAJEURE.

Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Contractor's Subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Section 2.4 (Changes to Services).

5. INDEPENDENT CONTRACTOR

5.1. Independent Contractor. The Contractor and any subcontractor providing Services hereunder shall perform the Services as independent contractors to the City and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor.

This Agreement does not require the Contractor or any subcontractor providing Services hereunder to work exclusively for the City. This Agreement shall not be interpreted as the City dictating or directing the Contractor's or any subcontractor's performance or the time of performance beyond the requirements for the Services and Performance Measurements set forth herein.

Subject to conformance with City-adopted policies and procedures and full conformance with Contractor's representations set forth in this Agreement, the Contractor shall have and maintain the requisite judgment, discretion, and responsibility for and control of the performance of the Services, the discipline of the Contractor's employees and other matters incidental to the performance of the Services, duties and responsibilities as described and contemplated in this Agreement. Unless specifically stated otherwise herein, Contractor shall provide and bear the cost of all tools, and any other items, wages, or services required in the performance of the Services, and the City shall not provide any other assistance or benefits to Contractor for performance of the Services under this Agreement.

5.2. <u>Liability for Employment Related Rights and Compensation</u>. Each Party shall be solely responsible for all compensation, benefits, insurance and employment-related rights of their employees and contractors providing Services hereunder during the course of or arising or accruing as a result of any employment or other relationship, whether past or present, with the Contractor or any subcontractor, as the case may be, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of

conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor and any subcontractor providing Services hereunder will comply with all laws, regulations, municipal codes, and ordinances and other requirements and

standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's or any subcontractor's employees, subconsultants, Subcontractors, agents, volunteers or representatives, or any other liabilities whatsoever, unless otherwise specifically provided herein.

6. CITY EMPLOYEES AND THIRD PARTY CONTRACTORS

The following provisions shall apply with respect to Services provided:

- 6.1. Each Contractor employee shall perform such services as an independent supplier and not as an employee or agent of City. As such, Contractor employees shall not be entitled to nor shall they claim any benefits or rights accorded to employees of City. Contractor shall be solely responsible for all employer obligations including, but not limited to, provision of employee benefits and compliance with state and federal laws including the Fair Labor Standards Act for their employees. The fact that Contractor supervisory employees may provide direct or indirect supervision of City's employees shall not alter the employment relationship for purposes of workers compensation and unemployment compensation. Under no circumstances are employees of Contractor to be considered the City's employees, loaned employees or borrowed servants and vice versa.
- 6.2. All City employees furnished by City shall be employees of City and shall not be employees of Contractor. The parties agree that City shall remain solely responsible for all Employer Obligations with respect to all City employees.
- 6.3. Each City employee shall perform such services as an employee of City and not as an employee or agent of Contractor. As such, City employees shall not be entitled to nor shall they claim any benefits or rights accorded to employees of Contractor. City shall be solely responsible for all Employer Obligations including, but not limited to, provision of employee benefits and compliance with state and federal laws including the Fair Labor Standards Act for their employees.
- 6.4. City will be solely responsible for all Employer Obligations with respect to City personnel and City employees. "Employer Obligations" as used in this Agreement means all obligations of any kind imposed customarily or by law or agreement on persons acting in the capacity of an employer in relation to persons acting in the capacity of an employee. These include, without limitation: (a) responsibility for hiring, assigning, compensating and terminating City personnel and City employees; (b) withholding and paying taxes; (c) verification of employment eligibility, including compliance with IRCA, FCRA, DOT drug and alcohol regulations, and all DOD and DOC export licensing and control requirements; (d) providing workers' compensation insurance and complying with all applicable workers compensation laws; (e) compliance with all federal, state and local laws (both common and statutory) and regulations relating to employment and the rights of City personnel and City employee(s), including but not limited to FICA and FUTA withholding; the Fair Labor Standards Act; wage and hour laws, including overtime, and benefits requirements; workers'

- compensation; safety and health; payment of wages; unemployment compensation; COBRA; immigration; compliance with laws relating to employment, illegal employment discrimination and retaliation; leaves; benefits; the Immigration Reform Act of 1986; and all record keeping requirements.
- 6.5. Contractor may terminate Services for its convenience, without penalty, only upon the occurrence of the following event:
 - 6.5.1. City not implementing suggested Contractor recommendations for vulnerability situations, safety, or compliance matters that Contractor reasonably determines may cause City and/or Contractor to violate any applicable regulation, laws, codes or permits.
- 6.6. Contractor hereby agrees to indemnify and hold City, its directors, officers, agents and employees, harmless from all claims, charges, demands, complaints, damages, losses or liability of any kind (including attorney's fees and reasonable expenses) (collectively, "Liabilities") that arise from or relate in any way to:
 - 6.6.1. Claims by Contractor's employees, current or former, for wages and overtime pay arising under the Fair Labor Standards Act or any other federal, state or local labor or wage-hour laws, workers' compensation or unemployment compensation for services performed under this Agreement;
 - 6.6.2. Claims by Contractor's employees, current and former, alleging entitlement to pension, health and welfare, profit sharing, 401(k) and other benefit plans by reason of employment with Contractor; or
 - 6.6.3. Employment-related claims, charges and demands alleged against City or by Contractor's employees, current or former, or any applicant for employment with Contractor as related to the services provided under this Agreement.

7. **COMPENSATION**

7.1. Compensation for Services. In consideration for the provision of Services described herein, the City agrees to pay the Contractor the Total Annual Fees for each year or partial year of this Agreement as set forth on Exhibit B. The timing for all invoices shall be as set forth in Section 7. Except as otherwise provided for in this Agreement, Contractor agrees to perform the Services within the allotted Total Annual Fees, which shall constitute full compensation and consideration under this Agreement.

7.2. Payment Processing.

- 7.2.1. Total Annual Fees shall be allocated over the number of months of Services in the relevant calendar year and invoiced to the City equally over a twelve-month period for every calendar year this Agreement remains in effect and any partial year shall be prorated and invoiced equally over the number of months of each partial year.
- 7.2.2. The allocated Total Annual Fees will be billed monthly by the Contractor on the last business day of the month in which the Services shall be rendered. Following receipt of a Contractor's invoice, the City shall promptly review the Contractor's invoice and approve for payment.

- 7.2.3. The City shall make payments to InterDev in compliance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et.seq except that the time for approval of disapproval of a bill shall be sixty (60) days.
- 7.2.4. The City Representative or his/her designee shall contact the Program Director should there be any discrepancies in the invoice or invoices submitted, identifying the specific cost which is in dispute. The City shall pay the Contractor as provided in Section 7.2.3 for any undisputed charges or, if the City disputes an invoice, within thirty (30) calendar days of resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement.
- 7.3. <u>Increases in Compensation or Reimbursable Expenses</u>. Any increases or modification of compensation or reimbursable expenses shall be subject to the approval of the City and shall be made only by written amendment of Agreement executed by both Parties in accordance with Section 19.11.

8. TERM

- 8.1. <u>Term.</u> This Agreement shall be effective on the ___ day of _______, 2017, at 12:01 a.m., (the "Effective Date") and shall terminate at 11:59 p.m. on _______, 2017, or on a prior date of termination as may be permitted by this Agreement ("Term"). Services to be provided hereunder, shall begin on the Effective Date.
- 8.2. Option to Renew. Unless either party gives thirty days (30) notice of its intent to not renew, this Agreement will automatically renew for up to four (4) additional one (1) year renewal periods (each, a "Renewal Term") at the expiration of the Term. Thereafter, both Parties must agree to renew via an amendment to this Agreement. In the event that the Agreement is not renewed after the Term or after each of the first two (2) Renewal Terms, the City shall pay Contractor a Demobilization Fee equal to ten percent (10%) of the Annual Fee of the term then in effect.

9. **DEFAULT AND TERMINATION**

- 9.1. Events of Default. An event of default ("Default") shall mean a material breach of this Agreement. If situations arise which are not considered a material breach, such issues will be resolved as per Section 21 (Disputes). Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, a Default shall include the following:
 - 9.1.1. Contractor has not performed Services as listed in Exhibit A of this Agreement; or
 - 9.1.2. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply properly skilled personnel; or
 - 9.1.3. Contractor has failed to obtain the approval of the City where required by this Agreement; or

- 9.1.4. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement; or
- 9.1.5. The City has failed, refused or defaulted in its duty: (1) to pay the amount required to be paid to the Contractor under this Agreement on the due date for such payment as set forth in Section 7 of this Agreement; or (2) to perform any other material obligation under this Agreement (unless such Default is excused by any Force Majeure and to the extent provided herein); or
- 9.1.6. The City has failed, refused or defaulted in its duties under Section 2.12; or
- 9.1.7. Either Party made a representation or warranty hereunder or herein that was false or inaccurate in any material respect when made, and which materially and adversely affects the legality of this Agreement or the ability of either Party to carry out its obligations hereunder.
- 9.2. <u>Termination for Failure to Cure an Event of Default</u>. In the event of a Default, unless otherwise excused under this Agreement, this Agreement may be terminated by the performing Party only after following the dispute resolution procedure set forth in Section 21 and its subsections, except for events of default set forth in Section 9.1.5, in which case Contractor may terminate after ten (10) days of issuing a written notice of Default and termination. After following the dispute resolution procedure set forth in Section 21 and its subsections, if the aggrieved Party finds that a Default continues to exist, the aggrieved Party may issue a notice of Default and termination, providing a date for termination of this Agreement. Such notice shall be delivered in accordance with Section 19.15.
- 9.3. Final Invoice. In the event of receipt of a notice of Default and termination, and upon the date of the resulting termination for Default, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services, and allowable charges under this Agreement and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the City within forty-five (45) calendar days of the date of termination. Thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. The final invoice shall be paid in conformity with the times allowed for paying monthly invoices under this Agreement. In the event payment has been made for Services not completed, Contractor shall return these sums to the City within thirty (30) business days after receipt of notice that these sums are due.
- 9.4. No Limitation on Actions. Provided that notice of Default is provided in accordance with this Section and its subsections, nothing contained herein shall prevent, preclude, or limit any claim or action for Default or breach of this Agreement resulting from non-performance by a Party. Either Party may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the Party. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The Parties' rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to either Party in law or in equity.

10. TRANSITION UPON TERMINATION

- 10.1. <u>Transition upon Termination</u>. Upon termination or prior to expiration of the Term or any applicable Renewal Term, the City shall begin transition efforts and Contractor shall assist such transition. Contractor and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Contractor to City, or to any other person or entity City may designate, and to maintain during such period of transition the same quality of Services otherwise afforded to the residents of the City pursuant to the terms hereof.
- 10.2. Extension of Services. In the event of the full termination, or expiration of this Agreement, and in the further event that the City is not in breach of this Agreement and is unable to provide the same level of services at the time of such termination or expiration, the then pending term of this Agreement may be extended by the City for a period of ninety (90) calendar days or until City or a contractor of the City is capable, in the City's sole discretion, of rendering such Services, whichever occurs later providing the City has provided Contractor thirty (30) calendar days' notice of such need for contract extension. The remuneration to be paid to Contractor during the transition period shall be based upon actual cost of providing such services during the transition period plus a mutually agreed upon fee, provided, however such fee shall not exceed the prorated Total Annual Fees amount which would be due and owing to the Contractor for the provision of said services pursuant to the terms of this Agreement. In no event shall the extension of Services under this provision be extended beyond one hundred and eighty (180) calendar days.
- 10.3. Records to be Delivered. During any transition period as described in this Section 10 and its subsections, Contractor shall timely share with the City and deliver to the City all records in the possession of Contractor that concern or relate to the Services and that are not "Data" as such term is defined in Section 16.1.

11. EMERGENCIES

11.1. Emergency Reimbursement Funds. In the event of an emergency or disaster declared by law enforcement or a governmental agency for which reimbursement funds are made available by a third party funding agency or source, Contractor will be entitled to reimbursement for all work performed and/or material losses on a pro rata basis with the City determined by the proportion for which the reimbursement was for Services rendered by the Contractor in remedying or responding to the emergency or disaster over the total reimbursement amount so that the City receives its pro rata share of such reimbursement for City losses or materials expenses paid as a result of the disaster or emergency. Any reimbursement provided for administrative costs directly related to any declared emergency or disaster shall be equally proportionally shared between the Parties. Contractor shall not make claims for extra costs associated with responding to any such disaster or emergency beyond the reimbursement set forth in this provision.

12. AUDIT AND INSPECTION RIGHTS

12.1. Audits. The City may, at reasonable times, and for a period of up to three (3) years following the delivery of the Services in question by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement, excluding all financial records unless related to direct cost reimbursable expenses or other matters contemplated herein, including buyout provisions, unless a court of

- competent jurisdiction orders disclosure of such information. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.
- 12.2. Inspection of Facilities and Materials. The City may, at reasonable times and upon reasonable notice during the Term or any Renewal Term hereof, inspect Contractor's facilities and materials stored therein, and perform such inspections and process reviews and sample materials as the City deems reasonably necessary, to: (1) determine whether the Services required to be provided under this Agreement conform to the terms of this Agreement; and/or (2) determine whether the materials to be provided hereunder meet the quality standards required hereunder; and/or (3) verify inventory; and/or (4) balance load sheets; and/or (5) ensure materials purchased by the City are used only for Services under this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City or its representatives.

13. INDEMNIFICATION

- 13.1. <u>Definitions.</u> For purposes of this Section 13 and its subsections, an "affiliate" of the Contractor shall mean and include the officers and employees of the Contractor but shall include the Contractor's subcontractors and an "affiliate" of the City shall mean and include the elected officials, officers, employees, and agents of the City.
- 13.2. Contractor Indemnification. Contractor shall indemnify, defend and hold harmless the City and its affiliates from and against any and all liability, claims, adjudications and demands (including attorneys' fees and expenses) of whatsoever nature arising out or alleged to arise out of any errors, omissions, willful misconduct or negligent acts of the Contractor in providing the Services contemplated by this Agreement. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees so long as Contractor is deemed liable under this Agreement. The Contractor's indemnification obligations hereunder shall not apply to the extent any damages have been caused by the act, omission, or other fault of the City, the City's affiliates or a third party not under the legal control of Contractor. In the event of a conflict of interest between the Contractor and the City, the City may choose its own attorney to defend at the cost of the Contractor.
- 13.3. <u>City Defense</u>. The City shall defend against any and all liability, claims, adjudications and demands (including attorneys' fees and expenses) of whatsoever nature arising out of or alleged to arise out or resulting from the acts or omissions of the City, errors or omissions, willful misconduct and/or negligent acts of the City, its other contractors or agents providing services similar to the services contemplated by this Agreement or the ownership of any City asset upon which Services are provided under the Agreement if the liability, claim, judgment or demand relates to such ownership and not to the provision of Services hereunder.
- 13.4. <u>Special Damages</u>. In disputes between City or its affiliates and the Contractor or its affiliates, in no event shall either party or their affiliates be liable to the other party for any special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other

- cause of action, provided, however, such limitation does not include any liability for which Contractor is obligated to indemnify City based upon special, indirect or consequential damages suffered by any third-parties.
- 13.5. Notice of Third Party Claims. In the event that either Party receives any form of notice that a third party asserts against the City or any City affiliate or the Contractor or any Contractor affiliate any claim, liability, suit, action, damage, cost, loss, or expense for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property arising out of the performance of the Services under this Agreement (a "Third Party Claim"), the Party receiving notice of such Third Party Claim shall immediately and without delay notify the other party in writing of such Third Party Claim and transmit any written documents received by such Party to the other party.
- 13.6. Nothing in this Section and its subsections shall:
 - 13.6.1. Limit or prevent the City or the Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or the Contractor are responsible; or
 - 13.6.2. Limit or prevent either Party from joining the other Party or any affiliate of a Party in any claim, suit, action, or proceeding involving a Third Party Claim through interpleading, third-party claim, cross-claim, or otherwise limit or prevent a Party from voluntarily joining any claim, suit, action, or proceeding through intervening or as may otherwise be permitted by law or rule.

14. INSURANCE

- 14.1. <u>Insurance Generally</u>. The Contractor shall obtain and shall continuously maintain during the Term and any Renewal Term of this Agreement insurance of the kind and in the minimum amounts specified as follows:
 - 14.1.1. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
 - 14.1.2. Comprehensive General Liability insurance with minimum combined single limits of Two Million Dollars (\$2,000,000) each occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - 14.1.3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than of Two Million Dollars (\$2,000,000) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of

the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of Subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on and off any work site, and such coverage shall include nonownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

14.1.4. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement.

14.2. Requirements of Insurance.

- 14.2.1. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- 14.2.2. All policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.
- 14.2.3. The Contractor shall be solely responsible for any deductible losses.
- 14.2.4. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- 14.2.5. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Agreement.
- 14.3. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement.
- 14.4. <u>Insurance Certificates</u>. Prior to commencement of the Services, the respective party shall submit to the other party certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance.

15. RECORDS AND OWNERSHIP OF DOCUMENTS

15.1. <u>Retention and Open Records Act Compliance</u>. All records of the Contractor related to the provision of Services hereunder and records produced or maintained in accordance

with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under Illinois law are to be at the City offices or accessible and opened for public inspection in accordance with applicable law and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

15.2. Ownership. As per Section 16, any work product, materials, and documents produced by the Contractor for the City under this Agreement shall become property of the City upon delivery and shall not be made subject to any copyright unless authorized by the City. The Contractor waives any right to prevent its name from being used in connection with the Services.

16. RIGHTS IN DATA; COPYRIGHT; INTELLECTUAL PROPERTY; DISCLOSURE; CONFIDENTIALITY

- 16.1. <u>Definition</u>. The term "Data" as used in this Agreement includes commercial proprietary written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor. Data does not include public records information compiled on the City's behalf for the purpose of Service delivery under this Agreement. For purposes of this Agreement, "commercial proprietary" shall not include any written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor that have been or are required to be provided to the City pursuant to this Agreement.
- 16.2. Rights in Data, Drawing. All Data shall be the property of the Contractor. The licensed software code copyrights and licensed software documentation are licensed to the Contractor for use by the City for the term of this Agreement. No title or ownership or any intellectual property or proprietary rights are transferred to the City under this Agreement. City shall have the full right to use such Data for any official purpose required by law. Such use shall be without any additional payment to or approval by the Contractor. Purpose of the Data under this Agreement shall be limited to provision of the Services. The Contractor shall not be responsible for the use of the Data for any other purpose and the City or any third party users do so at their own risk.
- 16.3. Copyrights. No Data developed or prepared in whole or in part under this Agreement shall be subject to copyright protection owned by a third party in the United States of America or other country, except to the extent such copyright protection is available for the City. Contractor shall not include in the Data any copyrighted matter owned by a third party unless Contractor obtains the written approval of the City Administrator or designee and provides said City Representative or designee with written permission of the copyright owner for Contractor to use such copyrighted matter in the manner provided herein.
- 16.4. Right to Data Upon Early Termination. If this Agreement is terminated for any reason prior to completion of the Term, the Contractor shall provide for a fee to the City the right of use for any Data, prepared hereunder which are reasonably required for the City to sustain operation. However, such right shall not be transferable to third parties without Contractor's written approval.

16.5 Non-Disclosure of Data. City will treat Data and any information received under or through this Agreement in strictest confidence and will not disclose such information to third parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by City, or (b) prior to disclosure was already in City's possession and not subject to an obligation of confidence imposed in another relationship, (c) subsequent to disclosure is obtained from a third party whom is lawfully in possession of such information and not subject to a contractual relationship to Contractor with respect to such information, or (d) is subject to disclosure under the Illinois Freedom of Information Act. City shall continue to maintain appropriate internal policies and procedures which in its judgment are reasonably sufficient to protect the confidential nature of such information.

17. CONFLICTS OF INTEREST

- 17.1. Refraining from Creating Conflicts. The Contractor shall refrain from knowingly providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. As soon as the Contractor becomes aware of a potential, perceived or real conflict of interest, the Contractor shall immediately inform the City of that conflict. If first notification to the City is verbal, a written notification of the potential conflict will be made within twenty-four (24) hours after verbal notification is made. Said conflict notification will include a recommended approach to mitigating the conflict. If the City concurs with the Contractor's recommended approach, Contractor will immediately implement the conflict mitigation resolution. The Contractor shall update the City on a regular basis regarding the status of the conflict mitigation resolution. If the City believes the recommended approach to the conflict mitigation resolution is insufficient to resolve the conflict, the City shall suggest modifications to the conflict mitigation resolution. The Parties shall endeavor to work out a mutually agreeable resolution. At no time shall the City approve a resolution that permits a management Employee to be involved in a third party project or contract which could give rise to a conflict or potential conflict with the City. If the Parties are unable to reach agreement as to the conflict mitigation resolution, the matter shall proceed to resolution of the matter pursuant to Section (Disputes).
- 17.2. <u>Public Trust</u>. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust, or any City—adopted Code of Conduct or ethical principles.
- 17.3. Participation in Other City RFPs. Nothing in this Agreement shall prohibit Contractor from being eligible to participate in any additional requests for proposals, statements of qualifications, or any other bids the City may request. If the Contractor is awarded any of these additional bids, Contractor agrees to enter into a separate agreement for those services to be provided.
- 17.4. Costs for Conflict Resolution. Any reasonable costs incurred by the City related to resolution of any matter addressed by this subsection shall be reimbursed to the City by the Contractor or off-set against compensation otherwise owing the Contractor.

18. MUTUAL NON-SOLICITATION

The Contractor agrees that during the term of the Agreement and for a period of one year following the termination or non-renewal of the Agreement, Contractor shall not either directly or indirectly solicit, induce, recruit or encourage any of the City's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the City, either for Contractor or any other person or entity. Nothing contained in this provision shall prohibit the hiring of any City employee if such hire was not induced and the employee independently and without notice of opportunity by the Contractor applied for the position and the position was both open to the public for application and the employee was subject to a competitive process.

Unless mutually agreed, during the term of the Agreement and for a period of one year following the termination or non-renewal of the Agreement, the City shall not solicit for employment any of Contractor's management employees. Nothing contained in this provision shall prohibit the hiring of any employee if such hire was not induced and the employee independently and without notice of opportunity by the City applied for the position and the position was both open to the public for application and the employee was subject to a competitive process.

19. MISCELLANEOUS PROVISIONS

- 19.1. <u>No Waiver of Rights</u>. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
- 19.2. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the laws of the state of Illinois.
- 19.3. Affirmative Action. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 19.4. <u>Binding Effect</u>. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment.
- 19.5. No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

- 19.6 Governing Law, Venue and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Illinois. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties may waive any and all rights to a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 19.7. <u>Survival of Terms and Conditions</u>. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 19.8. <u>Assignment and Release</u>. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the City. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 19.9. <u>Paragraph Captions</u>. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 19.10. <u>Integration</u>. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 19.11. <u>Amendment</u>. Any amendments to this Agreement, including any exhibits hereto, must be in writing and be signed by both the City and the Contractor.
- 19.12. <u>Severability</u>. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 19.13. <u>Incorporation of Exhibits</u>. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 19.14. Employment of or Contracts with Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not contract with a Subcontractor that fails to certify that the Subcontractor does not knowingly employ or contract with any illegal aliens. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the Subcontractor and the City within three (3) business days that the Contractor has actual knowledge that a Subcontractor is

employing or contracting

with an illegal alien. The Contractor shall terminate the subcontract if the Subcontractor does not stop employing or contracting with the illegal alien within three (3) business days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) business days, the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

19.15. Notices. Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:

	1100 0011110001
City Administrator	
United City of	InterDev, LLC
Yorkville	2650 Holcomb Bridge Road
800 Game Farm	Suite 120
Road	Alpharetta, GA 30022
Yorkville, IL 60560	ATTN: Contracts

If to Contractor:

19.16. <u>Negotiation</u>. The Parties acknowledge that the terms of this Agreement were jointly negotiated between the Parties, that both Parties were represented by attorneys and that, and in the case of any dispute regarding the terms of this Agreement, the terms should not be construed in favor of or against either Party.

20. AUTHORITY

- 20.1. <u>Authority</u>. The person executing this Agreement on behalf of Contractor, by execution hereof, hereby represents to the City that such person has full power and authority to make and execute this Agreement and that the making and execution hereof shall create a legal obligation upon Contractor, enforceable according and to the extent of the provisions hereof. The Mayor, by his execution hereof, represents to Contractor that he has full power and authority to make and execute this Agreement on behalf of the City, pursuant to the Resolution of the City Council of the City, and that the making and execution hereof shall create a legal obligation upon the City, enforceable according and to the extent of the provisions hereof.
- 20.2. Obligations Not Contrary to Insurance Requirements. Nothing contained herein or any obligation on the part of Contractor to be performed hereunder shall in any way be contrary to or incontravention of any policy of insurance or surety bond required of Contractor pursuant to the laws of the State of Illinois.
- 20.3. <u>Service by Affiliates</u>. Contractor shall perform this Agreement under the name of InterDev LLC. It shall be the duty of Contractor to insure: (1) that any affiliates who conduct business for the City pursuant to this Agreement have executed all documents necessary to be legally bound to the City regarding said business; and (2) that any affiliates who conduct business for the City pursuant to this Agreement are in full compliance with the terms hereof.

21. **DISPUTES**

- 21.1. <u>Key Personnel Resolution Meeting</u>. In the event that a Party believes there is a controversy or dispute regarding this Agreement or any of its terms, conditions or obligations, the Program Director and the City Representative shall within a reasonable timeframe meet and attempt to reach resolution on such dispute within the timeframe requested by the aggrieved Party.
- 21.2. <u>Mediation</u>. If resolution is not reached as provided in Section 21.1, the Parties shall refer the matter to non-binding mediation. The mediator shall be selected by joint agreement of the Parties within thirty (30) calendar days of the date of the Key Personnel Resolution Meeting and such mediation shall be scheduled to occur as soon as is reasonably possible, depending on the nature of the dispute. Each Party shall pay 50% of the third party costs of mediation. Mediation shall occur in the Chicago area.
- 21.3. <u>Continuation of Services</u>. Unless otherwise agreed in writing, Contractor shall continue to provide Services during any dispute resolution proceedings. If Contactor continues to perform, City shall continue to make payments in accordance with this Agreement.
- 21.4. <u>Emergency Action Not a Waiver</u>. Under certain emergency circumstances related to the Services hereunder, either Party may from time to time take immediate action to remedy such problem. Such action shall not be deemed a waiver of such Party's right to seek reimbursement or exercise any other remedy available to such Party hereunder.

21.5 <u>If any matter is not resolved via mediation, the venue for any judicial action shall be in the Circuit Court of Kendall County, Illinois.</u>

The Parties, intending to be legally bound, indicate their approval of the Agreement by their signatures below.

InterDev, LLC:

THE UNITED CITY OF YORKVILLE, ILLINOIS:

Name: Gary E. Nichols

7 Nichols

Title: CEO

Date: March 9, 2017

Title:

City Administrate

Date:

Name:

EXHIBIT A - SERVICES

Yorkville is looking to partner with an IT services provider that can help support, manage and provide guidance for the best use of technology in support of its service goals for the citizens of Yorkville. InterDev provides its clients with highly trained staff that exhibit the drive, initiative and commitment to achieve the very best results for the customers they serve. InterDev's team will be dedicated to the success of the Municipality and its initiatives and they will work closely with the municipal staff to improve services while monitoring budgets and reducing costs.

Scope of Work – IT Support:

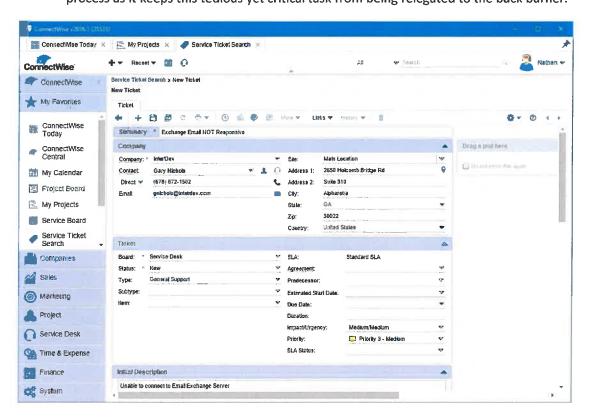
1. Strategic Planning

InterDev will prepare and distribute an annual strategic management plan describing goals, objectives, and budgetary numbers to facilitate budgets and planning for the next year. For the IT team this role is expanded to cover all City Departments to ensure that all initiatives that have IT components are planned and coordinated across the Municipality. This allows for resource planning and for the IT team to determine overlaps in technology and services, eliminating duplication and waste.

For planning purposes, the CIO level experience you receive as part of our model will be invaluable in setting the direction of IT for the Municipality. We will develop, with the input and approval of the City/City Administrator and other municipal-designated staffers, a comprehensive strategic IT plan on a timeline to be mutually agreed upon by InterDev and the Municipality prior to contract initiation and updated on a regular basis. As both technology and needs may evolve rapidly, we recommend semi-annual reviews of the plan.

2. Server and Workstation Administrative Services

InterDev utilizes ConnectWise for our practice management application and LabTech for our server/desktop monitoring and support application. These best-in-class solutions have helped InterDev build an excellent reputation among its clients for IT service and satisfaction. InterDev can continue to support the Oswego staff using the Municipality's existing support tools. We would suggest leveraging the ConnectWise/Labtech technology to support a more efficient service delivery for Yorkville. The use of this technology by all of the GovIT consortium members allows for constant monitoring by staff which may not strictly assigned to Yorkville. Additional help and support service expertise is more available through this shared support model. We automate and monitor the patch management process for servers and workstations to ensure timely implementation of security updates. Automation is key to this process as it keeps this tedious yet critical task from being relegated to the back burner.



This technology is scalable and can provide great insight into the support and optimization of
the Municipality's environment. We are able to accurately track equipment and software
inventory to ensure an efficient refresh schedule. InterDev has an established PC/Server
Lifecycle plan for Yorkville to ensure that all desktop and laptop hardware is up-to-date and
stays current with industry standards.

3. Data Backup and Disaster Recovery

- The foundational underpinning for the Municipality's technology infrastructure will be
 the development and implementation of comprehensive disaster recovery and IT
 business continuity plans. These plans will directly influence policy, security, network
 and hardware infrastructure and software setup and deployment.
- InterDev will develop a business plan that identifies critical functions, identifies
 resources that support the critical functions, develops scenarios for potential disasters,
 and develops a strategy for testing and revising the plan. The plan will detail how long it
 will take to get back online, what it will cost and what plan is followed in the interim.
- InterDev has completely restructured and improved many backup and recovery
 infrastructures for our customers by implementing solutions that drastically reduce the
 amount of downtime that could occur during a disaster situation, while increasing the
 customers' backup capabilities. InterDev will improve backup and recovery systems and
 procedures to ensure all of the Municipality's critical data are properly protected.
- Annual reviews and training for the Disaster Recovery / Business Continuity plan will be
 conducted and subsequent to any significant changes that are made to the
 computer/network/ telecommunications, so that changes to the Municipality's
 environment can be incorporated. In addition, audits and simulation of a disaster and
 recovery will be conducted on a schedule to be mutually determined during initial
 planning.

4. Desktop Application Support

Installing, configuring and maintaining any additional hardware and software is a
fundamental component of our service. Our goal will be to ensure new products
integrate and work effectively and perform as expected by the Municipality, its staff and
its citizens. InterDev commits to support the entire technology infrastructure for the
Municipality and effectively merging new technology into the environment is part of
that commitment.

5. Network Administration Services

Our staff has extensive network switching, routing, and security experience. We will
manage all aspects of the Municipality's network, along with looking at ways to improve
IT operations to better serve the staff and citizens of the Municipality. InterDev staff has
experience with multiple VoIP systems, including the Oswego's Cisco Unified
Communications version 10.5 system.

6. 24/7/365 troubleshooting for all Municipal IT systems

- InterDev will provide for the 24/7/365 systems support and troubleshooting for all
 Municipality systems. We will staff an onsite help desk with extended business hours to
 provide local support for the users between the hours 7:30 AM and 6:00 PM Monday
 through Friday. InterDev will commit to a 15-30-minute response time for all calls.
- After-hours support calls will be managed via phone support or through our remote management toolset. This toolset provides our support staff with a secure method of remotely controlling and troubleshooting user PCs, networks and systems infrastructure.
- Incident reports and warnings are sent via email and text messages automatically to the on-duty InterDev support staff. Examples of this type of issue may include: failed backup processes, network downtime, offline servers, or delayed responses for networked resources.

7. Telephone, Email, and Security

- InterDev will manage and support the Municipality's Microsoft Exchange email systems
 to provide a safe and secure communications environment for the Municipality. This
 includes full archival services during the duration of the contract, to support all local,
 state and federal laws and regulatory requirements.
- New user accounts will be set up with appropriate security and access levels, and
 existing accounts will be reviewed to ensure they are in compliance. InterDev will
 engage in user and group data integration and aggregation to create common contact
 lists and facilitate scheduling of individuals and resources for meetings, events and
 action items.
- InterDev will support the Municipality's VoIP phone system if procured by the City during
 the contract term and work with the vendor
 to ensure all necessary updates and upgrades are evaluated and implemented according
 to Municipality approved timelines and budgets.

8. Remote Access Administration

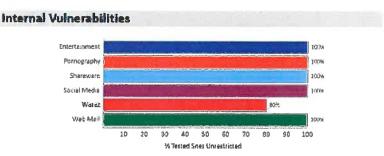
• InterDev will provide, monitor, and improve upon any existing VPN system that the Municipality has been utilizing. We will make sure that all access through the VPN is

secured to comply with various government and industry standards, along with maintain a two-factor authentication system for access for added security.

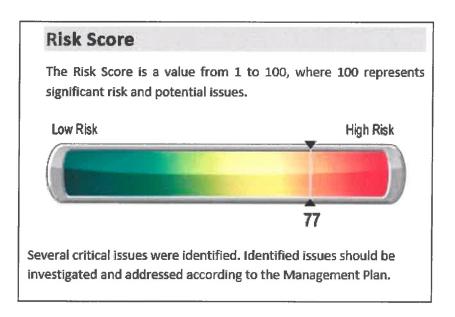
9. Annual Vulnerability Assessment

 At InterDev we strive to provide best practice security services using state of the art techniques and tools. To

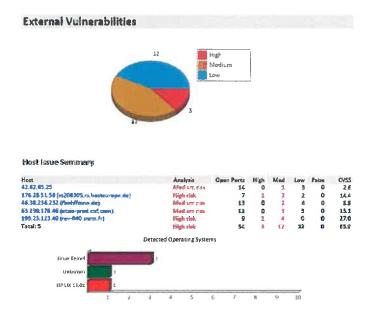
conduct our



Vulnerability Assessment, we use the Rapid Fire Tools Network Detective Scanner. Driven by the largest and most up-to-date knowledgebase of vulnerability checks in the industry, Rapid Fire Tools external and internal scanners safely and accurately detect security vulnerabilities across your entire network. As an on-demand service, new signatures are delivered weekly, giving users the ability to scan for the latest threats. Network Detective's extremely accurate scans eliminate the time drain of chasing false positives, false negatives and host crashes.



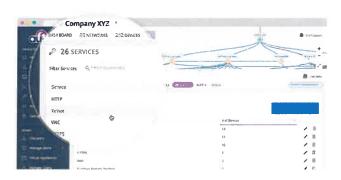
In addition to using the Network Detective Scanner, InterDev provides detailed analysis
of all vulnerabilities discovered during the scanning process. We then provide
customized remediation suggestions to fit the needs of your organization. We can also
assist or carry out any task that is associated with our recommendations.



10. Network Monitoring

 We will utilize the Auvik network monitoring solution to monitor critical hardware and services for the Municipality while tracking overall network performance. Automated mapping, automated Inventory, Network documentation, and IP address management are just a few features provided by this state of the art solution. The Auvik solution also automatically syncs with the ConnectWise management application.





Service Levels and Response Times

Below is our standard calculation to determine support issues, primarily desktop support. We have also included a template for the matrix we use to help setup Service Level Agreements (SLAs) for clients. InterDev will work with the Municipality to determine the most appropriate levels of support for each category of incident then abide by and follow the Municipality's existing support response standards. This process will ensure InterDev's response is in sync with the Municipality's expectations, business needs and budgets.

Urgency + Impact = Priority

An Incident's priority is usually determined by assessing its impact and urgency, where

- Urgency is a measure how quickly a resolution of the Incident is required
- Impact is measure of the extent of the Incident and of the potential damage caused by the Incident before it can be resolved.

Incident Urgency (Categories of Urgency)

Category	Description
High (H)	 The damage caused by the Incident increases rapidly. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a major Incident by acting immediately. Several users with VIP status are affected.
Medium (M)	 The damage caused by the Incident increases considerably over time. A single user with VIP status is affected.
Low (L)	 The damage caused by the Incident only marginally increases over time. Work that cannot be completed by staff is not time sensitive.

Incident Impact (Categories of Impact)

Category	Description
High (H)	 A large number of staff are affected and/or not able to do their job. A large number of customers are affected and/or acutely disadvantaged in some way. The damage to the reputation of the business is likely to be high. Someone has been injured.
Medium (M)	 A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way.

Low (L)		A minimal number of staff (single user incidents) are affecte
	•	The damage to the reputation of the business is likely to be moderate.

- and/or able to deliver an acceptable service but this requires extra effort.
 A minimal number of customers are affected and/or
- inconvenienced but not in a significant way.
 The damage to the reputation of the business is likely to be minimal.

The finalized Priority Matrix for each Service Level or SLA layer would look something like below.

			Impact		
		Н	М	L	
Urgency	Н	1	2	3	
	M	2	3	4	
	L	3	4	5	

Priority Code	Description	Target Response Time	Target Resolution Time
1	Critical	30 Minutes	1 Hour
2	High	1 hour	8 Hours
3	Medium	4 Hours	24 Hours
4	Low	8 Hours	24 Hours
5	Very low	1 Day	1 Week

An SLA structure such as this helps increase our efficiency and effectiveness of dispatching tickets and getting them resolved in a timely manner. It also helps to set municipal staff expectations for when they can expect their incident or service requests to be filled. These levels can be modified by department if higher response levels are necessary for certain municipal services (i.e. Public Safety).

Staffing Plan

InterDev's Managed IT Services' solution is based on a joint RFP to serve both Oswego and Yorkville. The agreement is designed to meet both Municipality's technical and service level objectives and provide a reliable and scalable platform for future growth. Per the RFP, Oswego is requesting 32 hours per week of on-site support and Yorkville is requesting eight hours per week for Yorkville. Based on the requested assistance and the results of our IT assessment InterDev is proposing an IT Staffing Plan with one (1) Systems Engineer II on-site resource.

Monthly Tier III

During InterDev's recent IT assessment of Oswego and Yorkville, many discoveries were made within the Network environment of both Municipalities (see assessment documentation). Remediation of these issues will require advanced network engineering therefore we are proposing additional Tier III engineering services on an indefinite monthly basis. We believe 10 hours/month will allow for adequate time to complete some of the crucial project initiatives we identified during the assessment. Invoicing for Tier III services shall be allocated based on actual time used by each municipality.

Additional Resources

Additional networking engineering support, security engineering and support will be available from InterDev. Project Management resources will be applied from our PMO office, as well as senior Technical or Security Engineers as needed. The InterDev transition team will be onsite initially as needed to ensure a smooth conversion to InterDev's management of the Municipality's IT environment. Should either Municipality join the GovIT Consortium additional local IT resources will be available in the consortium's shared services model for larger projects, planning or conversions.

Oswego and Yorkville, IL IT Support Team

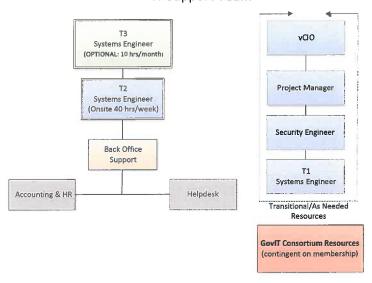


EXHIBIT B - COMPENSATION

Pricing

The following table includes InterDev's recommended resources for Oswego and Yorkville's Information Technology Department and their corresponding rates. The Municipalities are requesting a combined total of five (5) days/week (40hrs) of Level I and II support. We are recommending and prepared to provide one (1) Tier II engineer who will split time between Village/Village Hall.

Resources		Hourly Rate	Monthly Cost
Systems Engineer Tier II – Yorkville	Onsite (8 Hours/Week)	\$77.64	\$2,691
	Total IT Services Price on Join	t Contract:	\$2,691/Month
5% Escalator shall apply at anniversary of agreement.			

Monthly Tier III Resource (Optional)

Recommended Resource:	Recommended	Rate	Monthly Cost
Systems Engineer Tier III	10 Hours/Month	\$102.81	\$1,028

Profiles for the InterDev Management team are included in the body of this proposal. InterDev will provide any additional information regarding each participant upon request. Due to the sensitive nature of the data managed by InterDev at our Public Sector clients, and in accordance with State and Federal laws, all InterDev government team members have participated in official FBI - Criminal Justice Information Systems (CIIS) training. All members of the transition team have undergone thorough background checks by multiple municipalities, state and federal agencies. Any and all additional staff members assigned to support Oswego and Yorkville will be subject to InterDev's rigorous internal background checks and any Municipality background investigations requested.

Additional Available Project Resources

Both municipalities have anticipated additional planning and resources for special projects. We have provided a listing of the resources available from InterDev and their hourly rates in the table below.

Hourly Resources and Services (Contracted Billable Hour and As Needed Rates)	Contracted Billable Hourly Rate (9 month or greater Full-Time contract)	As Needed Hourly Rate
Additional Technical Consulting Resources:		
Systems Engineer I	\$61.69	\$95.91
Security Engineer	\$143.94	\$223.80
Sr. Project Manager	\$87.39	\$135.88
Chief Information Officer	\$179.92	\$279.95

Recommended Software Licensing (Estimates based on Proposal)

Recommended Software Licensing	Rate	Oswego Cost	Yorkville Cost
ConnectWise - Helpdesk, Ticketing and			
CRM			
LabTech - Server and Desktop Monitoring,			
Patching, Asset Inventory and Remote			
Access			
Webroot - AntiVirus and Endpoint Security			'
Auvik – Advanced Network Monitoring,			
Switches, Routers, Firewalls and VOIP		A75.00	1
ConnectWise technician License	\$75.00/seat/month	\$75.00	\$75.00
		85 PC's, 9	143 PC's, 10
 LabTech License - per device (workstation or server) 	\$3.00/device/month	Servers	Servers
		\$282.00	\$459.00
		85 PC's	143 PC's
 Webroot AV License - per PC 	\$1.50/PC/month		
		\$127.50	\$214.50
		24 Cisco	3 Switches, 2
Avik License	\$10.00/device	Devices	AP's
		\$240.00	\$50.00
Monthly Software License Total		\$724.50	\$798.50

	Resol	ution	No.	2018-	
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A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT AS REVISED FOR THE SHARING OF INFORMATION TECHNOLOGY SERVICES BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, the United City of Yorkville, Kendall County, Illinois ("City") and the Village of Oswego, Kendall and Will Counties, Illinois (the "Village") are duly organized and validly existing units of local government created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

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 the Village require information technology services ("IT Services") to keep up with technology best practices and better serve the needs of their respective residents; and,

WHEREAS, to efficiently and effectively meet each of their needs, the City and Village on March 28, 2017, entered into a contract with one another and a third party IT service company for the provision of IT services to both municipalities (the "Intergovernmental Agreement"); and,

WHEREAS, after sharing the services for one year, the City and the Village desire to revise the allocation of these services as set forth in the revised Intergovernmental Agreement attached hereto.

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

Section 1. That the Intergovernmental Agreement As Revised for the Sharing of Information Technology Services Between the Village of Oswego, Kendall and Will Counties, Illinois and the United City of Yorkville, Kendall County, Illinois, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

Section 2. The Mayor, City Clerk, and City Administrator are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Intergovernmental Agreement As Revised. Section 3. Resolution No. 2017-18 is hereby repealed and the Intergovernmental Agreement As Revised as hereinabove approved shall constitute a new agreement between the City and the Village. Section 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law. Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ 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

Resolution No. 2018	
Page 2	

Attest:

City Clerk

MAYOR

INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF INFORMATION TECHNOLOGY SERVICES BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

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 Village and the City require information technology services to keep up with technology best practices and better meet residents' needs; and,

WHEREAS, the essential goal is that the City and the Village jointly contract to provide information technology services and to coordinate and share information technology investment where feasible and practical, all as hereinafter set forth.

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

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

- Section 2. The Village and the City intend to contract with InterDev, LLC. ("the Consultant") to provide staff augmentation and consulting services related to information technology and computer network services.
 - Section 3. The Agreement shall run concurrently with the Consultant contract.
- Section 4. The Village intends to use 57.2% percent (32 hours) of the Consultant's allocated resource, while the City intends to use 42.8% percent (24 hours) of the resource and the Village and City agree to pay their respective share of the consultant's fees as indicated in the respective contracts.
- Section 5. The Village and the City agree to meet regularly, though not less than twice per year, to review the resource allocation and adjust the division of the total fee accordingly.
- Section 6. The Village and the City intend to separately enter into an intergovernmental agreement with the GovIT Consortium, which will provide additional shared service opportunities.
- Section 7. The City and the Village are authorized to engage in joint purchasing of resource and information technology infrastructure where beneficial and practical for both.
- Section 8. The City and the Village shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees,

and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any

manner out of the services to be performed by the other party under this Agreement.

Section 9. Nothing in this Agreement shall be deemed to change or alter the

jurisdiction of either the City or Village in any respect, including, their respective powers and

duties.

Section 10. This Agreement and the rights of the parties hereunder may not be

assigned (except by operation of law), and the terms and conditions of this Agreement shall inure

to the benefit of and be binding upon the respective successors and assigns of the units of

government as the parties hereto.

Section 11. This Agreement shall be interpreted and enforced under the laws of the

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

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

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

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

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

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

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

not in any way be affected or impaired thereby.

Section 12. All notices required or permitted hereunder shall be in writing and may be

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

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

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

If to the Village:

Assistant Village Administrator

Village of Oswego 100 Parkers Mill

Oswego, Illinois 60543

With a copy to: David Silverman

Mahoney, Silverman and Cross 822 Infantry Drive, Suite 100

Joliet, Illinois 60435

If to the City:

City Administrator

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

With a copy to: Kathleen Field Orr

Kathleen Field Orr & Associates 53 West Jackson Blvd., Suite 964

Chicago, Illinois 60604

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

Section 13. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 14. 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 15. Nothing contained in this Agreement, nor any act of the Village or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Village and the

City. Further, nothing in this Agreement should be interpreted to give the Village or City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 16. When performing pursuant to the terms of this Agreement, the Village and City intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Village and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction that employs the employee making such a claim.

Section 17. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to Kendall County and the City at the address set forth herein. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be

available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 18. This Agreement may be amended only with written consent of all parties hereto.

Section 19. The Village and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

		United City of Yorkville, Kendall County, Illinois, a municipal corporation
	Ву:	Mayor
Attest:		
City Clerk		
	Ву:	Village President
		Village of Oswego, Kendall and Wil Counties, Illinois, a municipal corporation
Attest:		
Village Clerk		

Resolution No. 2018- _____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BY AND BETWEEN INTERDEV, LLC AND THE UNITED CITY OF YORKVILLE, ILLINOIS

WHEREAS, the United City of Yorkville, Kendall County, Illinois ("City") is a duly organized and validly existing unit of local government created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

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 the Village of Oswego, Kendall and Will Counties, Illinois (the "Village") entered into an intergovernmental agreement (the "IGA") for the sharing of information technology services ("IT Services") to keep up with technology best practices and better serve the needs of their residents; and,

WHEREAS, in accordance with the terms of the IGA, pursuant to Resolution No. 2017-20, the City entered into an agreement for the provision of IT Services with Interdev, LLC ("InterDev"), an Illinois limited liability company (the "Original Agreement") which provided that the City would receive 8 hours per week of on-site IT Services and the Village would receive 32 hours per week of on-site IT Services; and,

WHEREAS, due to an increased need for IT Services, the City made a request to the Village and InterDev that the IGA and Original Agreement, respectively, be amended to increase the number of hours of on-site services provided to the City by InterDev to 24 hours per week; and,

WHEREAS, the Village and InterDev have agreed to grant the City's request and the IGA has been amended accordingly; and,

WHEREAS, the Mayor and City Council believe it to be in its best interests of the City to amend the Original Agreement as set forth in the first amendment to the Original Agreement attached hereto.

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

Section 1. That the First Amendment to the Professional Services Agreement for Information Technology Services, attached hereto and made a part hereof, is hereby approved and the Mayor, City Administrator and City Clerk are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the United City of Yorkville.

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

Passed by the City C	Council of the United (City of Yorkville, Kendall Co	ounty, 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 C	City of Yorkville, Kendall Co	unty, Illinois, this
day of	, 2018.		
		MAYOR	
Attest:			
City Clerk		-	

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BY AND BETWEEN INTERDEV, LLC AND THE UNITED CITY OF YORKVILLE, ILLINOIS

This **First Amendment** to the Professional Services Agreement for Information Technology Services by and between InterDev, LLC and the United City of Yorkville, Illinois dated April 7, 2017 (the "*Original Agreement*"), is made and entered into this ____ day of ______, 2018, by and between InterDev, LLC, an Illinois limited liability company ("*InterDev*") and the United City of Yorkville, Kendall County, Illinois, a municipal corporation (the "*City*").

PREAMBLES

WHEREAS, the City and Village of Oswego, Kendall and Will Counties, Illinois (the "Village") entered into an intergovernmental agreement (the "IGA") which provided for the sharing of information technology services (the "IT Services") and required each the City and the Village to enter into agreements with InterDev; and,

WHEREAS, the Original Agreement sets forth the terms and conditions relating to the IT Services provided to the City in furtherance of the IGA, which Original Agreement included InterDev's provision of 8 and 32 hours per week of IT Services to the City and Village, respectively; and,

WHEREAS, the City made a request to the Village and InterDev to increase InterDev's provision of IT Services to the City to 24 hours per week while keeping the provision of IT Services to the Village at 32 hours per week for a total of 56 hours per week provided to the City and Village, collectively; the City and Village have revised the IGA to reflect said increase; and,

WHEREAS, InterDev believes it to be in its best interests to grant the City's request, and pursuant to Section 19.11 of the Original Agreement, the City and InterDev desire to amend Exhibits A and B to the Original Agreement as set forth herein.

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

- **Section 1.** The foregoing Preambles are hereby adopted as if fully restated herein.
- **Section 2**. The Section entitled "Staffing Plan" on Exhibit A to the Original Agreement is hereby amended to provide that InterDev will provide on-site support to the Village for 32

hours per week and to the City for 24 hours per week in the form of a Systems Engineer II onsite resource.

Section 3. Exhibit B to the Original Agreement is hereby amended to provide that the City and Village are requesting a combined total of 56 hours per week of support. Exhibit B is further amended to provide that the City will pay a total monthly cost of \$9,360 for the Systems Engineer Tier II and Tier III as determined based upon an hourly rate of \$90.

Section 4. All other terms and conditions of the Original Agreement shall remain in full force and effect.

force and effect.	
IN WITNESS WHEREOF,	the parties have hereunto set their hands on this day of
, 2018.	
InterDev, LLC:	The United City of Yorkville, Illinois:
By:	By:
Name: Gary E. Nichols	Name: Bart Olson
Title: CEO	Title: City Administrator



Reviewed	By:

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

	_		
Agenda	Item	Numbe	1

Park Board #1

Tracking Number

CC 2018-21

Agenda Item Summary Memo

Title: Friends	of Clark Park Proposal	
Meeting and D	eate: City Council – April 24, 201	8
Synopsis: See	attached memo.	
Council Action	Previously Taken:	
Date of Action:	PB 03/22/18 Action Taken	: Moved forward to City Council agenda.
Item Number:	CC 2018-21	
Type of Vote R	Required:	
Council Action	Requested: Informational	
Submitted by:		Parks and Recreation
	Name	Department
	Agenda Iten	n Notes:

Memorandum



To: Yorkville City Council

From: Tim Evans, Director of Parks and Recreation

CC: Bart Olson, City Administrator

Date: April 18, 2018

Subject: Review of Friends of Clark Park Proposal

Summary

Review of Friends of Clark Park Proposal

Background

The City of Yorkville Parks & Recreation Department is working with the Friends of Clark Park and Environmental Consultants And Planners (ENCAP), a general contractor specializing in ecologically sensitive, water resource, and construction oriented projects, on their generous offer to provide one year of free assistance to begin restoring Ron Clark Park to a more balanced, native state. At their March meeting, the Park Board approved the attached proposal. ENCAP's work on the Park will begin sometime in late April or May with the removal of invasive species.

Recommendation

This is an informational item.

FRIENDS OF RON CLARK PARK

When Mark Southern withdrew his proposal for the property on Bridge Street, adjacent to Ron Clark Park, he very generously offered to help with the restoration of that park for one year at no cost through his environmental restoration company, ENCAP, if we could organize a Friends of Ron Clark Park group that would operate under 501(c)(3) rules. The Friends of Ron Clark Park (FRCP) organized and elected a board of directors in November of 2017. The six board members are Fred Gaebler, President; Jim Metz, Vice President; Kathy Koteles, Secretary; Robyn Sutcliff, Treasurer; Gail Gaebler and Alison Metz, members at large. In December of 2017 Friends of Ron Clark Park stablished a designated fund within the Community Foundation of the Fox River Valley, an Illinois not-for-profit corporation and a charitable organization described in sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code, serving citizens of the Greater Aurora Area, Southern Kane County and Kendall County. In January, 2018, FRCP contacted ENCAP to inform them of the relationship with the Community Foundation of the Fox River Valley. They reacted positively and said we had fulfilled the requirements of Mr. Southern's offer. ENCAP representative Samantha DeDina toured the Ron Clark Park with Gail Gaebler. Enclosed is ENCAP's proposal for beginning the restoration process which they will perform during 2018 at no cost to the city or FRCP. The initial removal of invasive shrubs is anticipated to begin in mid March, 2018, pending city approval.

The Friends will assist ENCAP as requested, possibly removing brush, pulling weeds and protecting desired species. Other activities include: educating the public on native plants and animals during walks, gatherings, and work days; providing guidance and training to harness the energy of the community to restore the park; building community connection, cooperation and pride with website and publicity in local newspaper; positively impacting the ecosystem of Ron Clark Park with ongoing efforts as needed; and raising funds to be administrated by the Community Foundation of the Fox River Valley for restoration as needed.



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500

Fax: 815.748.4255 www.encapinc.net

February 20, 2018

RE: Ron Clark Park - Proposed Management Plan 2018

The naturalized areas of Ron Clark Park (City of Yorkville), comprising approximately 2.5 acres, are characterized by mature woodland featuring an existing mulch path and gazebo area. The woodland within Ron Clark Park exhibits significant vegetative coverage of invasive understory shrubs, primarily Honeysuckle (*Lonicera* spp.). The site generally exhibits a slope toward the adjacent Fox River, and contains shaded woodland understory vegetation in addition to isolated pockets of wetland-type vegetation.

The ultimate goal of this restoration plan will be to eradicate the coverage of existing invasive understory to allow for the development of a diverse native herbaceous plant community. ENCAP, Inc. is offering the following services as a sign of good faith to the Yorkville community and established 501 (c)(3) Friends of Ron Clark Park; 1) Clearing of existing invasive shrubs, including selective treatment of cut stumps with appropriate herbicide and burning of cut material on-site, 2) One follow-up treatment in 2018 for re-sprouts and additional re-growth of invasive shrubs and 3) Supplemental seeding of the treated areas, as necessary, to encourage native species establishment. A general timeline of these proposed activities is included below:

Table 1. Proposed Management Task Timeline

Task	Winter 2018	Spring/Summer 2018	Fall 2018
Invasive Shrub Clearing and Treatment	Х		
Follow-up/ Re-sprout Treatment		X	
Supplemental Seeding			X

Extent of supplemental seeding will depend on existing site conditions and vegetation development throughout the 2018 growing season. An example seed list is included in Table 2 below. Native seed can take several years to develop, and continued stewardship should be implemented in order to ensure the success of any plantings.

Following 2018 it is expected that the Friends of Ron Clark Park will assume stewardship responsibilities for the Ron Clark Park natural areas. ENCAP, Inc. staff will also be available, on occasion, to provide educational and mentoring resources regarding the natural areas at Ron Clark Park and provide recommendations for further management activities.

Ron Clark Park- Proposed Management Plan 2018 ENCAP, Inc.

Table 2. Potential Seed Mix for Restoration Areas

Scientific Name	Common Name	LBS/acre PLS
Allium cernuum	Nodding Wild Onion	0.188
Bromus pubescens	Woodland Brome	0.250
Camassia scilloides	Wild Hyacinth	0.031
Carex brevior	Short Beak Sedge	0.125
Carex sprengelii	Long-beaked Sedge	0.125
Dicentra cucullaria	Dutchmen's Breeches	0.031
Elymus canadensis	Canada Wild Rye	3.000
Elymus hystrix	Bottlebrush Grass	3.000
Elymus villosus	Silky Wild Rye	0.500
Eutrochium purpureum	Sweet Joe Pye Weed	0.063
Geranium maculatum	Wild Geranium	0.063
Glyceria striata	Fowl Manna Grass	0.500
Helianthus strumosus	Pale leaved Sunflower	0.188
Hydrophyllum virginianum	Virginia Waterleaf	0.031
Lupinus perennis	Wild Lupine	0.125
Mertensia virginica	Virginia Bluebells	0.031
Rudbeckia hirta	Black Eyed Susan	0.250
Rudbeckia laciniata	Wild Goldenglow	0.188
Rudbeckia triloba	Brown-eyed Susan	0.125
Sanguinaria canadensis	Bloodroot	0.031
Symphyotrichum lateriflorum	Side-flowering Aster	0.125
Symphyotrichum shortii	Short's Aster	0.125
	TOTAL	9.095

^{*}Seed list provided as an example, actual seed list may change based on availability and developing site conditions.

The above referenced tasks will be completed as time allows by ENCAP, Inc. employees as a voluntary donation to the Friends of Ron Clark Park. As the nature of this work is voluntary, ENCAP, Inc. is not subject to any warranties or performance criteria regarding the restoration work. Any tasks or items performed above and beyond this proposed scope, as requested by the Friends of Ron Clark Park or City of Yorkville, will be billed at T/M rates.

Questions regarding this proposed plan can be directed to Samantha DeDina (<u>sdedina@encapinc.net</u>, 815-748-4500).

Sincerely,

Samantha DeDina

Natural Areas Maintenance Superintendent

ENCAP, Inc.



111 West Downer Place, Suite 312 • Aurora, Illinois 60506 127 South First Street, Suite 215 • Geneva, Illinois 60134 www.CommunityFoundationFRV.org • 630-896-7800

FRIENDS OF RON CLARK PARK FUND

The Friends of Ron Clark Park Fund (the "Fund") has been established within the Community Foundation of the Fox River Valley (the "Foundation"), an Illinois not-for-profit corporation and a charitable organization described in sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code. The donors to this Fund understand that their current and future gifts are irrevocable and are subject to the Foundation's governing documents and bylaws.

Distributions from the Fund shall be reserved only for charitable purposes related to the development and maintenance of Ron Clark Park, located in Yorkville, IL. The Fund shall be a Designated Fund and all grants from the Fund shall be identified as such by the Foundation in the course of the administration and distribution thereof, unless the donors/fund representatives request anonymity in any given transaction.

The Fund will be placed in the Foundation's Consolidated Fund. All assets in the Fund shall be available for distribution. Currently, no fees are assessed to funds within the Consolidated Fund. Once the Fund reaches at least \$10,000.00, the donors/fund representatives reserve the right to designate the Fund as an endowment. At that time, the assets of the Fund will be invested in accordance with the Foundation's investment policy, as it may be amended from time to time by the Board of Directors.

Distributions then shall be limited to the Fund's distributable amount determined in accordance with the Foundation's spending policy. The Foundation will assess administrative and investment management fees to the Fund in accordance with the Foundation's published fee schedule, as amended from time to time by the Board of Directors, and the Fund shall be renamed the Friends of Ron Clark Park Endowment Fund.

The Community Foundation of the Fox River Valley Board of Directors shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the board (without the approval of any trustee, custodian or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.

As with all funds administered by the Community Foundation, this Fund shall continue to serve charitable purposes that are compatible with the Fund's original intent.

The foregoing is accepted:					
Name (Date) Fund Representative & Donor		;)			
Jeffrey Hartman, President & CEO Community Foundation of the Fox River Valley		i de la composición del composición de la compos	(Date	e)	

111 West Downer Place, Suite 312 • Aurora, Illinois 60506 127 South First Street, Suite 215 • Geneva, Illinois 60134 www.CommunityFoundationFRV.org • 630-896-7800

Mission Statement

To provide effective and rewarding ways for donors to fulfill their philanthropic objectives.

Purpose

The Community Foundation is a non-profit, tax-exempt, philanthropic organization that administers individual charitable funds from which grants and scholarships are distributed to benefit the citizens of the Greater Aurora Area, Southern Kane County and Kendall County, Illinois.

Founded in 1948, the Foundation provides a simple and powerful approach to charitable giving. Individuals, families, businesses and organizations have the opportunity to custom-design their own named funds that reflect their charitable goals and interests.

Funds may be created on a permanent basis or they may serve a more limited purpose. Donors establishing permanent funds have the assurance that their charitable objectives will be fulfilled in perpetuity.

Our Vision

The Community Foundation's vision is to be recognized as a trusted philanthropic leader in the communities we serve through the delivery of the highest quality donor services, customized and unique grant and scholarship programs, and bold initiatives to address community needs.

Service Area

The Community Foundation serves the Greater Aurora Area, the Tri-Cities and Kendall County.

Giving Options

Donors can realize nearly any charitable intent by choosing from a variety of fund types within the Foundation.

Unrestricted Funds permit the Foundation to assist present or emerging community needs.

Field Of Interest Funds allow donors to restrict their gifts to a particular field such as youth, health-related concerns, senior citizen needs, the environment, the arts, etc.

Restricted Funds are designed to benefit specific charitable organizations, special projects or scholarships.

Donor Advised Funds allow donors to make suggestions for distributions to meet current needs. Although the Internal Revenue Service requires these suggestions to be nonbinding, each suggestion receives serious consideration by the Board of Directors.

Giving Levels

The Community Foundation seeks to provide meaningful ways for individuals of all giving levels to participate. Contributions of any amount are valued for placement in existing funds. Donors also may establish their own funds for a minimum of \$500. Funds reaching a balance of \$10,000 can be designated as endowments which the Foundation will administer and preserve in perpetuity.

Tax Advantages

Donors receive the most advantageous tax treatment. Gifts to the Foundation are deductible to the maximum extent permissible under current tax law.

Planned Giving

The Foundation is pleased to work with donors and their legal representatives regarding planned giving opportunities including bequests, charitable remainder and charitable lead trusts, gifts of life insurance, trust fund income, etc.

Permanent Reserve

Since the goal of the Foundation is to provide for the permanent security of local philanthropy, gifts of permanent endowments are preferred as a giving option. The amount available for distribution from an endowment is carefully established by the Foundation to ensure the preservation and long-term growth of each such fund. Endowments are structured to serve their intended charitable purpose(s) in perpetuity.

Professional Investment Management

The Finance Committee, comprised of Community Foundation Directors, oversees the professional management of contributions to the Foundation. Five local financial institutions – BMO Harris Bank N.A., Clear Perspective Advisors, First National Bank, Old Second Wealth Management and Trust Company of Illinois – manage the investments of the Foundation.

Public Accountability

Annual reviews through an independent audit and filing of tax returns, public disclosure of all grant activity, and careful selection of Board Members assure continued use of funds in the public interest.

Governing Board

The Foundation's Board of Directors is comprised of outstanding area citizens selected for their demonstrated knowledge of the Fox Valley Area and for their dedication to its development and advancement. Directors serve for limited terms and without compensation.

Charitable Legacy

The Community Foundation offers donors a wonderful opportunity to create a charitable legacy that will make a real and lasting difference in the community.



111 West Downer Place, Suite 312 • Aurora, Illinois 60506 127 South First Street, Suite 215 • Geneva, Illinois 60134 www.CommunityFoundationFRV.org • 630-896-7800

COMMUNITY FOUNDATION ADVANTAGE

Unsurpassed Donor Services

The Community Foundation concentrates its efforts on serving charitable donors. Careful attention is given to all who seek to achieve their charitable objectives in a cost-effective and timely manner.

Convenience

It often takes less than one hour to create a personal charitable fund within the Foundation. Once established, each fund benefits from the Foundation's professional management services for minimal expense.

Economies Of Scale

The majority of Foundation funds are pooled for investment purposes. This arrangement enables each participating fund to realize a better investment return. In addition, because the Foundation manages a large number of funds, administrative costs and service fees for any one fund are minimized.

Recognition

Those establishing endowment funds and those who have named the Foundation in their Wills are guaranteed perpetual recognition. In addition to annual recognition publications, all distributions of grants and scholarships carry the name of the fund donor who made the grants possible. Donors from the Foundation's early history continue to receive personal recognition today. Conversely, the Foundation respects a donor's wish for anonymity and will administer such gifts accordingly.

Permanent Guardianship Of Gifts

Donors appreciate knowing that their contributions will extend beyond their lifetimes. Gifts placed in permanent endowment funds will be protected and only the income will be distributed. Foundation donors "live on" and their original gifts continue to provide income for the future.

Maintaining Donor Trust

Donor trust is the Foundation's highest priority. The terms governing the administration of a donor's fund are clearly stated and agreed upon prior to establishment. The Foundation guarantees adherence to the original intent of each gift received.

Variance Power

The Foundation has the power to vary the original terms of a fund if the terms become obsolete or are incapable of being fulfilled. The new terms must closely align with the original to ensure the continuity of fund purpose.

Foundations Within A Foundation

By establishing a Foundation fund, donors are able to create their own "foundation" without the expense and administrative complications of creating and maintaining a private foundation. Foundation funds enable donors to achieve what was once reserved for a select few.

Advisory Funds

If donors need time to consider various potential charitable recipients, they can create advisory funds. These unique giving vehicles allow donors to have ongoing involvement in philanthropy. Donors maintaining advisory funds can take a tax deduction at the time of their gifts and distribute the fund income (or principal) at a later date, subject to Foundation approval. The Community Foundation administers these types of funds on behalf of individuals, businesses, and non-profit organizations.

Charitable Umbrella

Other non-profit agencies are using the Community Foundation to invest and manage their endowments. Participating organizations know that the placement of their permanent funds with a well-respected institution encourages confidence among their donors.

Grantmaking Service

Donors face an overwhelming number of requests for funds. For community-minded individuals, the choices can be especially demanding. Determining where one's money can have the most direct and lasting impact can be frustrating and time-consuming. The Foundation identifies and researches the most pressing charitable needs and distributes grants on behalf of its donors to meet those needs.

Private Foundation Services

A private foundation or trust can transfer its assets into an advisory fund within the Community Foundation without liquidating its legal existence. This action will avoid the incurrence of the excise tax and any requirement to file an annual report (since the trust no longer has any assets or income). The private foundation or trust will continue to exist and its Directors will reserve the right to make suggestions for distributions from the fund, subject to Foundation approval.

Meeting Tomorrow's Needs

The Community Foundation is a permanent community resource, building on the creative vision of its founders. Few organizations are in the position of providing for their future. As the community's "savings account," The Community Foundation is an ongoing gift from one generation to another.

111 West Downer Place, Suite 312 • Aurora, Illinois 60506 127 South First Street, Suite 215 • Geneva, Illinois 60134 www.CommunityFoundationFRV.org • 630-896-7800

COMMUNITY FOUNDATION COMPONENT FUNDS

The Community Foundation of the Fox River Valley administers charitable funds for individuals, corporations, area organizations and for special community projects. Many of these funds are "endowment funds" which are structured to serve their charitable purpose(s) in perpetuity. Others are "pass-thru" funds which are temporary charitable vehicles that close upon fulfillment of their charitable purposes.

Protection of Fund Assets and Investments:

- The Community Foundation guarantees adherence to the original purposes of each of its funds. Donors have the assurance that grants from their fund will be distributed in a manner consistent with the fund's original intent.
- 2. The Foundation assumes the responsibility for the secure investment of all of its funds. Within the broadly-designated guidelines suggested by donors, the Foundation strives to maximize annual income or to build fund principal, in accordance with the fund purpose.
- 3. Currently, the Foundation uses the investment services of five local financial institutions Castle Bank, Clear Perspective Advisors, BMO Harris Private Bank, Old Second Wealth Management and Trust Company of Illinois. Working with local institutions ensures careful attention to Foundation accounts.
- 4. We strive to offer a better investment return to each participating fund within the Foundation through (1) the pooling of assets, (2) the diversification of investments, and (3) the reduction of costs to any one fund through shared expenses.
- 5. If a non-profit organization maintaining a fund ceases to exist, the Foundation has the responsibility to redirect distributions from the fund for charitable purposes similar to those supported by the original organization. Donors are assured that gifts given today will be available to serve compatible charitable purposes.
- 6. If the Foundation dissolves or ceases to be a charitable organization, the assets of each of its funds, after payment of any liabilities properly chargeable to the funds, will be distributed in accordance with the instrument which governs the administration of each specific fund. The assets of funds without specific governing instruments will be distributed for charitable purposes in accordance with each fund's original intent.

Administrative Services:

- 1. The Foundation acknowledges all donations accepted for deposit in a fund in a timely manner. All stationery supplies and postage expense are provided.
- 2. An accounting of all receipts and expenditures within a fund is furnished as requested.

Administrative Services Continued:

- 3. A listing of all donors to each fund will be provided for recognition purposes.
- 4. Distributions are made in accordance with the terms establishing each fund.
- 5. Financial statements are sent to individuals and organizations maintaining funds.
- 6. All government forms and audits are completed by the Foundation for each fund.
- 7. The Foundation keeps current on changes in the tax laws and other legislation that affect charitable giving.
- 8. The Foundation works to attract additional support for all of its funds through its publications and press releases.
- 9. The Foundation office fields telephone calls and written requests for information on behalf of each individual fund.

Other Benefits:

- 1. All gifts to the Foundation are tax deductible. Through affiliation with the Foundation, each component fund affords its donors maximum tax advantages.
- 2. Foundation funds can be established for a wide variety of charitable purposes: (1) to one or more fields-of-interest, such as education, health, social services, environmental concerns, senior citizen needs, youth-related needs, etc.; (2) to one or more specific charitable organizations, such as a church, a nonprofit agency, a designated public or private school, a cultural institution, etc.; (3) for unrestricted purposes which authorize the Foundation to allocate grants for emergencies, for newly identified needs, or to current worthwhile community projects.
- 3. Banks are not receptive to managing individual accounts under \$100,000. Individuals and organizations with their own accounts must constantly monitor their returns, be aware of market trends and make investment decisions without the benefit of professional guidance. The Community Foundation is an efficient alternative. The Foundation will accept and manage funds maintaining a minimum balance of \$500. Funds with balances of \$500 to \$10,000 are not charged any administrative fee. The income earned by these funds is retained by the Foundation to assist with its management expenses. Once a fund reaches a balance of \$10,000, it then can be invested to accrue its own income. The Foundation currently charges a modest 0.50% fee on the market value of these funds (\$50 on a \$10,000 fund). A fund in excess of \$1 million is charged 0.50% on the first \$1 million and 0.25% on any value over \$1 million. Funds created by non-profit organizations or churches are charged a reduced fee of 0.50% on the first \$250,000 and 0.25% on assets over \$250,000. Bank fees for the management of Foundation accounts vary by financial institution.
- 4. As the Foundation grows, its ability to realize greater investment returns increases as well. By investing in a pool of charitable capital which continues to attract additional participants, each individual fund should benefit accordingly.
- 5. By being a part of the Community Foundation, individuals and organizations receive the benefit of association with a well-respected institution which has served the Fox Valley area for over 65 years.



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2018-02

Agenda Item Summary Memo

Title: Kendall Marketplace PUD Amendment for Signage
Meeting and Date: City Council - April 24, 2018
Synopsis: Requested Planned Unit Development Amendment to increase the overall sign
height for two (2) monument tenant signs.
Council Action Previously Taken:
Council region reviously runem
Date of Action: 10/24/2006 Action Taken: Approval of Ord. 2006-125
Item Number:
Type of Vote Required: Majority
Council Action Requested: Approval
Submitted by: Krysti Barksdale – Noble, AICP Community Development
Name Department
Agenda Item Notes:
See attached memo.



Memorandum

To: City Council

From: Krysti Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator Jason Engberg, Senior Planner

Date: April 13, 2018

Subject: PZC 2018-02 Kendall Marketplace PUD Amendment for Signage

731 - 795 Erica Lane

Staff Recommendation Summary:

The applicant, Kendall Holdings I, LLC, is requesting an amendment to the Kendall Marketplace Planned Unit Development to permit an increase in overall sign height from the existing 29'-4" to 35'-0" (approximately 5 feet) for two (2) existing freestanding business monument signs which serve as the sole outdoor tenant signage for current and future tenants of the partially developed Kendall Marketplace commercial development.

The proposed reconstructed signs would be modified by removing the existing sign cabinets, inserting new steel pipes on top and installing a new cabinet piece near the bottom of the sign base and a sign cap/top. The new cabinet piece will allow for three (3) rows of new tenant panels per sign. All new tenant panels will be fabricated of the same aluminum material of the exiting sign panels, and will be routed for copy with push-through white acrylic.

All exposed metal surfaces will be coated with acrylic polyurethane for a seamless appearance. The tenant panels will be internally illuminated with LED lighting as the existing panels. The foundation

materials of the monument signs will remain.

In staff's review of the proposed PUD amendment, consideration was given to the relationship the existing and future in-line tenants have to where the sign is located for potential visibility opportunities along US Rte 34; recently approved amended PUD agreements of increased multitenant monument signage for similar type commercial developments and how proposed modified sign does not significantly deviate from the intent of the originally approved PUD.



Planning & Zoning Commission Action:

Upon the review of the proposed Planned Unit Development (PUD) amendment request, it was the action of the Planning and Zoning Commission to *approve* the following motion by vote:

In consideration of testimony presented during a Public Hearing on April 11, 2018 and the standards for PUD approval and amendment, regarding a proposed increase in overall height by approximately five (5) feet for two (2) existing freestanding business monument signs located at the Kendall Marketplace retail development, the Planning and Zoning Commission recommends approval of the

amended Planned Unit Development (PUD) Agreement to the City Council as presented by the Petitioner in a plan prepared by Aurora Sign Company, dated February 22, 2018.

Action Item:

Harker-yes; Vinyard-yes; Olson-yes; Goins- yes; Horaz-abstain; Gockman-yes

5 yes; 0 no; 1 abstain





To: Planning and Zoning Commission

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

CC: Bart Olson, City Administrator Jason Engberg, Senior Planner

Date: February 27, 2018

Subject: PZC 2018-02 Kendall Marketplace PUD Amendment for Signage

731 - 795 Erica Lane

BACKGROUND & REQUEST:

The applicant, Kendall Holdings I, LLC, is requesting an amendment to the Kendall Marketplace Planned Unit Development to permit an increase in overall sign height by five (5) feet for two (2) existing freestanding business monument signs which serve as the sole outdoor tenant signage for current and future tenants of the partially developed Kendall Marketplace commercial development.



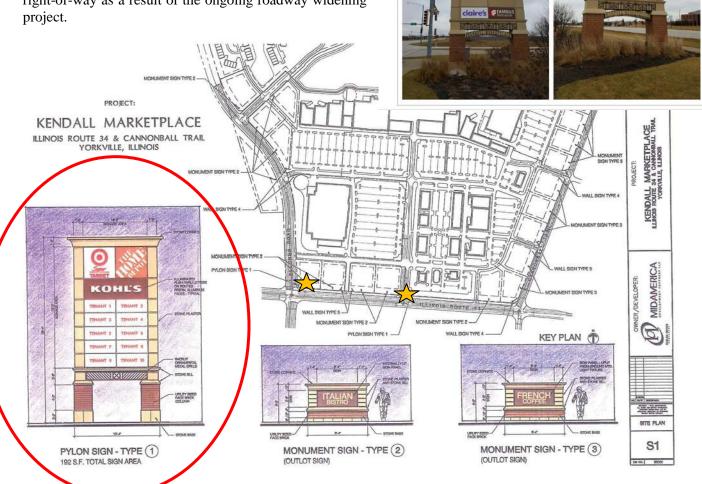
The approximately 150-acre commercial portion of the development, which has two (2) inline retail buildings with major tenant anchors, two (2) stand alone big-box retailers (Target and Home Depot) and various outlots, is a Planned Unit Development with underlining B-3 General Business District (formerly Service Business District) zoning. The Planned Unit Development (PUD) and subsequent development conditions were approved in 2006 via Ordinances 2006-88 and 2006-125 (see attached). While Ordinance 2006-88 approving development conditions for Kendall Marketplace did not address specific signage criteria, the subsequent amending Ordinance 2006-125 allowed for the for the installation of two (2) approximately 29'-4 H x 13'-0" W (192 square foot sign area) freestanding business monument signs located along US Rte 34 (Veterans Parkway) and near the intersection of Beecher Road and US Rte 34.

According to the applicant, the proposed increase in height for the two (2) existing monument signs is needed to provide increased visibility for the remaining inline retail tenant spaces in the commercial development

as these units are not immediately adjacent to a major roadway; as well as provide additional business identification along US Route 34 for the undeveloped commercial outlots.

EXISTING & PROPOSED SIGNAGE:

As previously mentioned, the two (2) 29'-4" tall existing tenant monument signs are located along US Rte 34 (Veterans Parkway) and near the intersection of Beecher Road and US Rte 34, and are oriented perpendicular to the roadway (see image below). The EDC may recall, the existing sign along US 34 was recently granted a variance to allow the sign to remain in its current location, although is now within the IDOT right-of-way as a result of the ongoing roadway widening project.



The proposed reconstructed signs would increase the overall sign height to by five (5) feet to approximately 35"-0' tall by removing the existing sign cabinets, inserting new steel pipes on top and installing a new cabinet piece near the bottom of the sign base and a sign cap/top. The new cabinet piece will allow for three (3) rows of new tenant panels per sign. All new tenant panels will be fabricated of the same aluminum material of the exiting sign panels, and will be routed for copy with push-through white acrylic.

DICK'S

All exposed metal surfaces will be coated with acrylic polyurethane for a seamless appearance. The tenant panels will be internally illuminated with LED lighting as the existing panels. The foundation materials of the monument signs will remain. Images of the proposed modified signs are provided below.



STAFF ANALYSIS:

The intent of a Planned Unit Development (PUD) is to provide flexibility from the rigidity of the conventional zoning/bulk/signage regulations, if there is a greater benefit to the property and the City as a whole. The applicant believes there is a greater benefit to offering new/existing in-line tenants as an incentive for extending or confirming new leases and to the future tenants of the remaining undeveloped outlots in the Kendall Marketplace development, should they be permitted to increase the overall height of the (two) existing freestanding signage by five (5) feet. The addition of six (6) new tenant panels will provide needed visibility for those businesses which do not have frontage along Veterans Parkway (US Route 34).

The City has previously approved amendments to Planned Unit Developments for increases or new monument tenant signage which exceeds the maximum size and height requirement set forth in the Zoning Ordinance. The following table compares the proposed modified signs and recently approved signs with Planned Unit Development approval for commercial retail developments:

	CURRENT ZONING ORDINANCE REGULATIONS FOR MONUMENT SIGNS	HEARTLAND BUSINESS CENTER MONUMENT SIGN (2013)	KENDALL CROSSING MONUMENT SIGN (2014)	PROPOSED MODIFIED KENDALL MARKETPLACE SIGNS
SIGN AREA (Section 10-20-9-A-1)	 Max. 32 square feet for lots less than three (3) acres Max. 64 square feet for lots three (3) or more acres. 	• Approx. 148 square feet	• Approx. 472 square feet	• Approx. 255 square feet
SIGN HEIGHT (Section 10-20-9-A-1)	• Max. 12 feet in height	• 24 feet 8 inches	• 31 feet 2 inches	• Approx. 35 feet
YARD REQUIREMENTS (Section 10-20-6-C)	 Located at least 5' from any driveway and lot line. Signs taller than thirty inches (30") shall not be located within that part of the yard or open area of a corner lot included within a triangular area twenty-five feet (25') from the point of intersection of two street right of way lines forming a corner (line-of-sight). 	 Located within the front yard approx. eleven feet (11') from the lot line and more than five (5) feet from a driveway or drive aisle. Not located within a line-of-sight. 	 Located within a driveway median, but more than 5' from an intersection. Not located within a line-of-sight. 	 Located within IDOT right-of-way and less than five (5) feet from a driveway or drive aisle and lot line. Not located within a line-of-sight.

STANDARDS FOR PUD APPROVAL OR AMENDMENT:

The Planning and Zoning Commission may recommend approval of a special use for planned unit development or amendments to a Planned Unit Development (PUD) upon considering the following (Section 10-8-10-A):

- 1. In what respect does the design of the planned unit development meet the requirements and design standards of the development standards and design criteria.
- 2. The extent to which the proposed plan deviates and/or requires waivers of the bulk regulations in the zoning ordinance and how the modifications in design standards from the subdivision control regulations fulfill the intent of those regulations.
- 3. The extent of public benefit produced by the planned unit development, such as, but not limited to, the adequacy of common open space and/or public recreational facilities provided; sufficient control over vehicular traffic; provision of public services; provision and protection of the reasonable enjoyment of land.
- 4. The relationship and compatibility, beneficial or adverse, of the planned unit development to the adjacent properties and nearby land uses.
- 5. The extent to which the planned unit development fulfills the objectives of the future planning objectives or other planning policies of the city.

- 6. The Planning and Zoning Commission finds the planned unit development satisfactorily meets the standards for special use as defined in section 10-4-9 of the Zoning Ordinance which are as follows:
 - a. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
 - b. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminishes and impair property values within the neighborhood.
 - c. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
 - d. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
 - e. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
 - f. The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the planning and zoning commission.

STAFF RECOMMENDATION:

In staff's review of the proposed PUD amendment, consideration was given to the relationship the existing and future in-line tenants have to where the sign is located for potential visibility opportunities along US Rte 34; recently approved amended PUD agreements of increased multi-tenant monument signage for similar type commercial developments and how the proposed modified sign does not significantly deviate from the intent of the originally approved PUD. Therefore staff recommends <u>approval</u> of the requested Planned Unit Development (PUD) Amendment with regards to signage height increase, as proposed.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on April 11, 2018 and the standards for PUD approval and amendment, regarding a proposed increase in overall height by five (5) feet for two (2) existing freestanding business monument signs located at the Kendall Marketplace retail development, the Planning and Zoning Commission recommends approval of the amended Planned Unit Development (PUD) Agreement to the City Council as presented by the Petitioner in a plan prepared by Aurora Sign Company, dated February 22, 2018, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments:

- 1. Copy of Petitioner's Application
- 2. Signage Plan prepared by Aurora Sign Company dated 02-22-18.
- 3. Original approved Signage for Kendall Marketplace
- 4. Public Hearing Notice.



INTENT AND PURPOSE:

Annexation Agreements specify the desired zoning and other requested approvals (i.e., bulk regulations, variances, building codes, development impacts and contributions, etc.) that will affect the property and successor owners. Planned Unit Development (PUD) Agreements are unique and a complex form of zoning which differs from the conventional approval process allowing for flexibility in the design and land use of larger scale developments. Such approvals require agreements that are contractual in nature, therefore an amendment must be sought when a change, minor or substantial, in the original terms of the annexation or Planned Unit Development (PUD) Agreement occurs.

This packet explains the process to successfully submit and complete an Application to Amend an Annexation or Planned Unit Development Agreement. It includes a detailed description of the process and the actual application itself. Please type the requied information in the application on your computer. The application will need to be printed and signed by the petitioner. The only item that needs to be submitted to the City from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Amendment process, please refer to "Title 10, Chapter 4, Section 10 Amendments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE:

STAGE 1 Submit

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

STAGE 2

Plan Council Review (if applicable)

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

STAGE 3

Economic Development Committee

Meets on the 1st Tuesday of the Month

STAGE 4

Planning & Zoning Commission Public Hearing (PUD only)

Meets on the 2nd Wednesday of the Month

STAGE 5

City Council Public Hearing

Meets on the 2nd and 4th Tuesday of the Month

STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

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

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



STAGE 2: PLAN COUNCIL REVIEW

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

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

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

STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING (PUD ONLY)

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

STAGE 5: CITY COUNCIL PUBLIC HEARING

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

DORMANT APPLICATIONS

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

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

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

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



INVOICE & WORKSHEET PETITION APPLICATION				
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit \$500.00	Total: \$		
AMENDMENT	☐ Annexation \$500.00 ☐ Plan \$500.00 ☐ Plat \$500.00 ☑ P.U.D. \$500.00	Total: \$ 500		
ANNEXATION	\square \$250.00 + \$10 per acre for each acre over 5 acres			
- 5 =	x \$10 =			
REZONING	\$200.00 + \$10 per acre for each acre over 5 acres			
-5=	rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee			
# of Acres Acres over 5	Amount for Extra Acres Total Amount			
- 5 =	x \$10 = + \$250 = \$ Total Amount			
ZONING VARIANCE	\$85.00 + \$500.00 outside consultants deposit	Total: \$		
PRELIMINARY PLAN FEE	\$500.00	Total: \$		
PUD FEE	\$500.00	Total: \$		
FINAL PLAT FEE	\$500.00	Total: \$		
ENGINEERING PLAN REVIEW DEPOSIT	□ Less than 1 acre \$1,000.00 □ Over 1 acre, less than 10 acres \$2,500.00 □ Over 10 acres, less than 40 acres \$5,000.00 □ Over 40 acres, less than 100 acres \$10,000.00 □ Over 100 acres \$20,000.00	Total: \$		
OUTSIDE CONSULTANTS DEPOSIT Legal,				
	For Annexation, Subdivision, Rezoning, and Special Use: Less than 2 acres \$1,000.00 Over 2 acres, less than 10 acres \$2,500.00 Over 10 acres \$5,000.00	Total: \$ 1,000		
	TOTAL AMOU	INT DUE: 1500.00		



DATE:	PZC NUMBER:	DEVELOPMENT NAME: Kendall Marketplace
PETITIONER INFORMATION		
NAME: Kendall Holdings I, LLC	NAME: Kendall Holdings I, LLC COMPANY: Kendall Holdings I, LLC	
MAILING ADDRESS: 700 Commerce	Dr., suite 450	
CITY, STATE, ZIP: Oak Brook, IL 6052	23	TELEPHONE: 847-706-4996
EMAIL: Gavin.smith@cbre.com		FAX: 630-573-7018
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Ken	dall Holdings I, LLC	
IF LEGAL TITLE IS HELD BY A LAND TRUST,	LIST THE NAMES OF ALL HOLDERS OF AN	/ BENEFICIAL INTEREST THEREIN:
PROPERTY STREET ADDRESS: 731-795		
DESCRIPTION OF PROPERTY'S PHYSICAL L		24)
	echer and W. Veterans Pkwy (Rt. abel Dr and W. Veterans Pkwy (F	
CURRENT ZONING CLASSIFICATION: PUI	O - B3	
LIST ALL GOVERNMENTAL ENTITIES OR AG	GENCIES REQUIRED TO RECEIVE NOTICE UN	DER ILLINOIS LAW:
ZONING AND LAND USE OF SURROUN	DING PROPERTIES	
NORTH: PUD - B3		
EAST: PUD - B3		
SOUTH: O - Office		
WEST: PUD - B3		
KENDALL COUNTY PARCEL IDENTIFICA	ATION NUMBER(S)	
See Exhibit A		



PROPERTY INFORMATION
NAME OF AGREEMENT:
DATE OF RECORDING:
SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT:
Amendment to permitted signage to allow petitioner to increase sign height by five feet as per attached drawing to permit to serve as the outdoor off-building sign for the tenant names at Kendall Marketplace.
ATTACHMENTS
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".
Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".
Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".
Petitioner must attach amendments from the existing agreement and title it as "Exhibit D".



ATTORNEY INFORMATION			
NAME: Jamie L Romick	COMPANY: Mason, Wenk & Berman LLC		
MAILING ADDRESS: 630 Dundee Rd. Suite 220			
CITY, STATE, ZIP: Northbrook, IL 60062	TELEPHONE: 847-656-6099		
EMAIL: JRomick@mwblawfirm.com	FAX: 847-656-6099		
ENGINEER INFORMATION			
NAME: N/A	COMPANY:		
MAILING ADDRESS:			
CITY, STATE, ZIP:	TELEPHONE:		
EMAIL:	FAX:		
LAND PLANNER/SURVEYOR INFORMATION			
NAME: N/A	COMPANY:		
MAILING ADDRESS:			
CITY, STATE, ZIP:	TELEPHONE:		
EMAIL:	FAX:		
AGREEMENT			
OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTAI SCHEDULED COMMITTEE MEETING.	IF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS NOT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT IDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN DATE. JUNE 12018 LEMENTS ON THE PROPERTY. JUNE 12018 DATE		



PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:			
APPLICATION/APPROVAL TYPE (check appropriate box(es) of approval requested):					
CONCEPT PLAN REVIEW	✓ AMENDMENT (TEXT)	☐ ANNEXATION	REZONING		
☐ SPECIAL USE	MILE AND 1/2 REVIEW	ZONING VARIANCE	☐ PRELIMINARY PLAN		
☐ FINAL PLANS	PLANNED UNIT DEVELOPMENT	☐ FINAL PLAT			
cover all actual expenses occurred as a rest include, but are not limited to, plan review fees, engineering and other plan reviews, p is established with an initial deposit based against to pay for these services related to an invoice reflecting the charges made ag Financially Responsible Party will receive a to the project are required. In the event the suspended until the account is fully rep Financially Responsible Party. A written rec	olt of processing such applications and requiver of development approvals/engineering per processing of other governmental application upon the estimated cost for services provided the project or request. Periodically through ainst the account. At any time the balance in invoice requesting additional funds equal at a deposit account is not immediately replenished. If additional funds remain in the colonisms.	ests. Typical requests requiring the establis rmits. Deposit account funds may also be us ns, recording fees and other outside coording of in the INVOICE & WORKSHEET PETITION nout the project review/approval process, the of the fund account fall below ten percent to one-hundred percent (100%) of the initial denished, review by the administrative staff deposit account at the completion of the pro- Responsible Party to the city by the 15th of the	ation and consulting fees. Each fund account I APPLICATION. This initial deposit is drawn the Financially Responsible Party will receive (10%) of the original deposit amount, the all deposit if subsequent reviews/fees related f, consultants, boards and commissions may oject, the city will refund the balance to the the month in order for the refund check to be		
ACKNOWLEDGMENT OF FINANCIAL RE	SPONSIBILITY				
NAME: Alexander MAILING ADDRESS: 707 Skot	Berman	COMPANY: Kendah H	oldings I, LLC		
MAILING ADDRESS: 707 SKOL	cie Blud, Smite 600		3		
		TELEPHONE: 312-915-2690			
EMAIL: ABerman@gwdglobal.co	m	FAX:			
I will provide additional funds to maintair Corporation of their obligation to maintain	Financially Responsible Party, expenses may In the required account balance. Further, the In a positive balance in the fund account, unly Il City work may stop until the requested rep	e sale or other disposition of the property of less the United City of Yorkville approves a G	oes not relieve the individual or Company/ Change of Responsible Party and transfer of		
SIGNATURE		DATE			
ACCOUNT CLOSURE AUTHORIZATION					
DATE REQUESTED:		□ COMPLETED □ INACTIVE			
PRINT NAME: Alexander Berman		☐ WITHDRAWN ☐ COLLECTIONS			
SIGNATURE:		☐ OTHER			
DEPARTMENT ROUTING FOR AUTHORIZAT	ION: COM. DEV.	□ BUILDING □ ENGINEERING	☐ FINANCE ☐ ADMIN.		

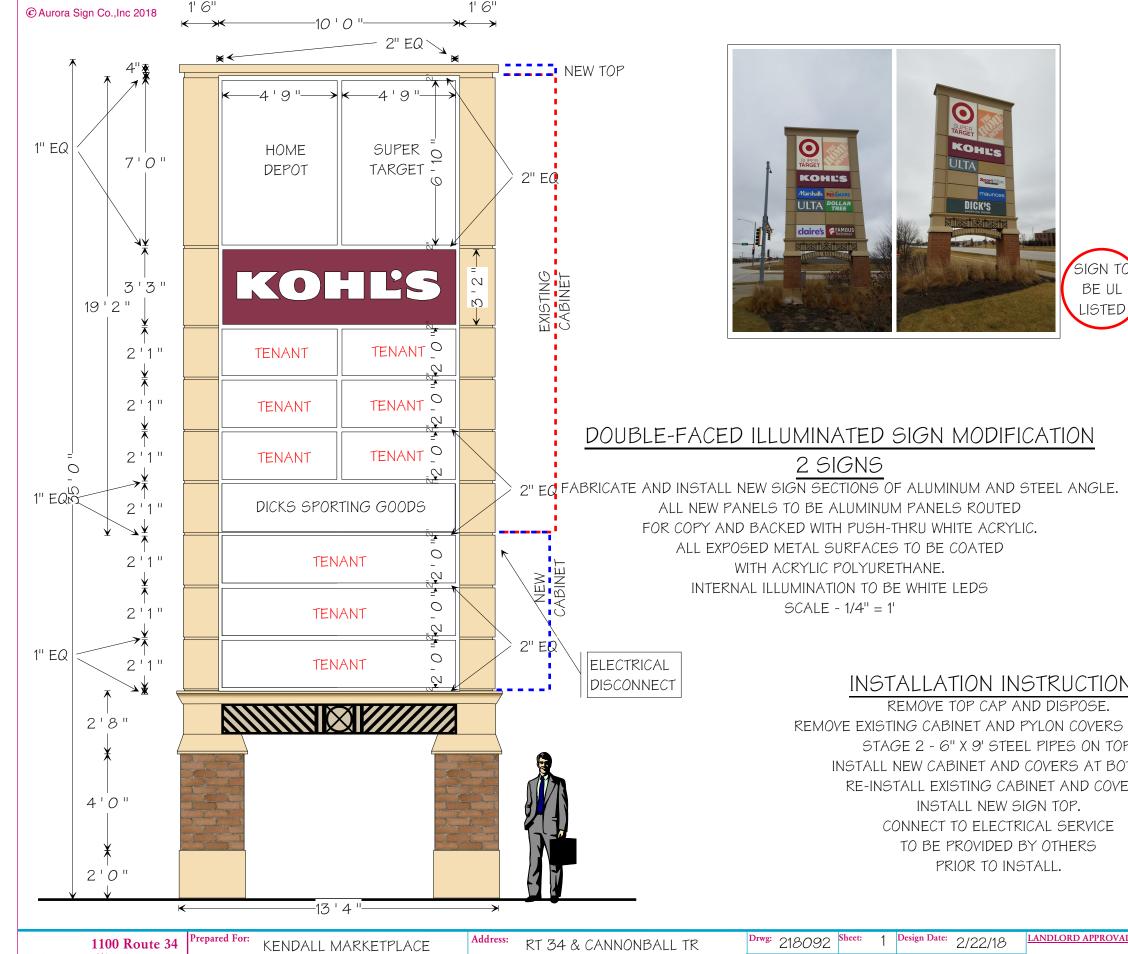
EXHIBIT A TO APPLICATION FOR PUD AMENDMENT

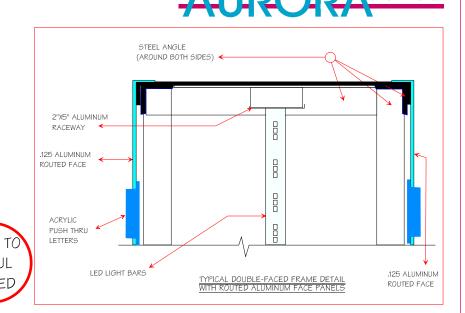
LEGAL DESCRIPTION OF PROPERTY:

LOTS 1-19, 21, 55 AND 57 IN KENDALL MARKETPLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 19, 20 AND 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 2007 AS DOCUMENT NUMBER 200700014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Tax PINS:

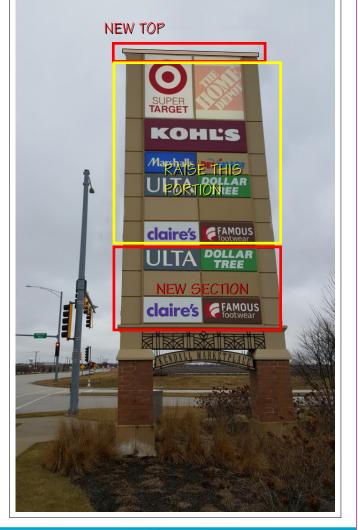
PINs: 02-20-353-008 (Part of Lot 1); 02-29-131-005 (Part of Lot 1); 02-29-101-001 (Lot 2); 02-29-101-002 (Lot 3); 02-29-101-003 (Lot 4); 02-29-101-004 (Lot 5); 02-29-131-001 (Lot 6); 02-29-131-002 (Lot 7); 02-29-131-003 (Lot 8); 02-29-131-004 (Part of Lot 9); 02-20-381-008 (Part of Lot 9); 02-20-381-007 (Lot 10); 02-20-381-006 (Lot 11); 02-20-381-005 (Lot 12); 02-20-381-004 (Lot 13); 02-20-381-003 (Lot 14); 02-20-381-002 (Lot 15); 02-19-481-002 (Lot 16); 02-20-353-004 (Part of Lot 17); 02-19-482-001 (Part of Lot 17); 02-19-482-003 (Part of Lot 18); 02-20-353-005 (Part of Lot 18); 02-19-482-002 (Part of Lot 19); 02-20-353-003 (Part of Lot 19); 02-19-483-001 (Lot 21); 02-19-482-004 (Part of Lot 55); 02-20-353-006 (Part of Lot 55); 02-20-353-002 (Lot 57)



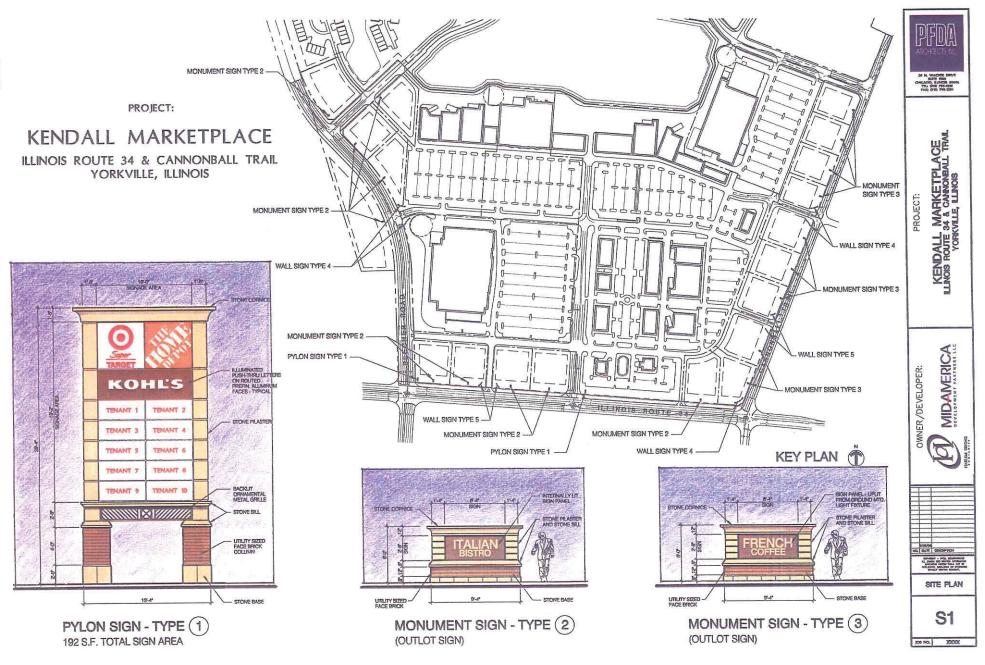


INSTALLATION INSTRUCTIONS

REMOVE EXISTING CABINET AND PYLON COVERS AND SAVE. STAGE 2 - 6" X 9' STEEL PIPES ON TOP. INSTALL NEW CABINET AND COVERS AT BOTTOM. RE-INSTALL EXISTING CABINET AND COVERS. CONNECT TO ELECTRICAL SERVICE



LANDLORD APPROVAL SIGNATURE TITLE: Aurora, Illinois 60503 City/State: YORKVILLE, IL 630 898 5900 office



PUBLIC NOTICE NOTICE OF PUBLIC HEARING BEFORE THE UNITED CITY OF YORKVILLE

PLANNING & ZONING COMMISSION PZC 2018-02

NOTICE IS HEREWITH GIVEN THAT Kendall Holdings I, LLC, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting amendment to the Kendall Marketplace Planned Unit Development to permit an increase in overall sign height by five (5) feet for two (2) existing freestanding business monument signs for the purpose of added tenant panels in the Kendall Marketplace commercial development. The real property is located at 731-795 Erica Lane in Yorkville, Illinois.

The legal description is as follows:

LOTS 1-19, 21, 55 AND 57 IN KENDALL MARKETPLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 19, 20 AND 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 2007 AS DOCUMENT NUMBER 200700014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PINs: 02-20-353-008 (Part of Lot 1); 02-29-131-005 (Part of Lot 1); 02-29-1 01-001 (Lot 2); 02-29-101-002 (Lot 3); 02-29-101 -003 (Lot 4); 02-29-101-004 (Lot 5); 02-29-131-001 (Lot 6); 02-29-131-002 (Lot 7); 02-29-131-003 (Lot 8); 02-29-131-004 (Part of Lot 9); 02-20-381-008 (Part of Lot 9); 02-20-381-007 (Lot 10); 02-20-381-006 (Lot I I); 02-20-381 -005 (Lot 12); 02-20-381-004 (Lot 13); 02-20-381-003 (Lot 14); 02-20-381 -002 (Lot 15); 02-19-481 -002 (Lot 16); 02-20-353-004 (Part of Lot 17); 02- 19-482-001 (Part of Lot 17); 02-1 9-482-003 (Part of Lot 18); 02-20-353-005 (Part of Lot 18); 02-19-482-002 (Part of Lot 19); 02-20-353-006 (Part of Lot 55); 02-20-353-002 (Lot 57)

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, April 11, 2018 at 7 p.m. at the United City of Yorkville, City Council Chambers, located at 800 Game Farm Road, Yorkville, Illinois 60560.

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

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

BETH WARREN City Clerk

BY: Lisa Pickering Deputy Clerk

STATE OF ILLINOIS)	
) ss	Š
COUNTY OF KENDALL)	

Ordinance	No.	2018-	
OI WIIIWIICC	1100	-010	

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AMENDED FREESTANDING SIGN CONDITIONS FOR THE KENDALL MARKETPLACE PLANNED UNIT DEVELOPMENT

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

WHEREAS, the Mayor and City Council approved by Ordinance Number 2006-125 dated October 26, 2006, AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR KENDALL MARKETPLACE, establishing an amendment to the Kendall Marketplace planned unit development which was recorded in the office of the Kendall County Recorder as document 200700002839 on January 24, 2007; and,

WHEREAS, Kendall Holdings I, LLC, (the "Developer") has filed an application to amend the freestanding business monument sign design standards by increasing the sign height by five feet for Kendall Marketplace contained in the planned unit Development Agreement; and.

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on the 11th day of April, 2018, to consider the request for the approval of the amended sign conditions of the planned unit development; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-8-10 of the Zoning Ordinance in the Yorkville City Code and made a recommendation to the Mayor and City Council ("the Corporate Authorities") for approval of the amended planned unit development conditions.

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

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

Section 2: That the Corporate Authorities hereby approve the amendment of Article III paragraph 3.b of the planned unit Development Agreement by adding subparagraph ii to read as follows:

"ii. Two (2) freestanding business monument signs may not be more than thirty five feet (35') in height."

for the Subject Property, legally described as:

LOTS 1-19, 21, 55 AND 57 IN KENDALL MARKETPLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 19, 20 AND 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 2007 AS DOCUMENT NUMBER 200700014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,

with Property Index Numbers of:

02-20-353-008 (Part of Lot 1); 02-29-131-005 (Part of Lot 1); 02-29-1 01-001 (Lot 2); 02-29-101-002 (Lot 3); 02-29-101 -003 (Lot 4); 02-29-101-004 (Lot 5); 02-29-131-001 (Lot 6); 02-29-131-002 (Lot 7); 02-29-131-003 (Lot 8); 02-29-131-004 (Part of Lot 9); 02-20-381-008 (Part of Lot 9); 02-20-381-007 (Lot 10); 02-20-381-006 (Lot I I); 02-20-381 -005 (Lot 12); 02-20-381-004 (Lot 13); 02-20-381-003 (Lot 14); 02-20-381 -002 (Lot 15); 02-19-481 -002 (Lot 16); 02-20-353-004 (Part of Lot 17); 02- 19-482-001 (Part of Lot 17); 02-1 9-482-003 (Part of Lot 18); 02-20-353-005 (Part of Lot 18); 02-19-482-002 (Part of Lot 19); 02-20-353-006 (Part of Lot 55); 02-20-353-002 (Lot 57)

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

Passed by the City Council of the Un	nited City of Yorkville, Kendall C	County, Illinois this
day of	, 2018.	
	CITY CLE	RK
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.					
		_					
			MAYO	OR			



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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2018-05

Agenda Item Summary Memo





To: City Council

From: Krysti Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator Jason Engberg, Senior Planner

Date: April 13, 2018

Subject: PZC 2018-05 Kendall Marketplace PUD Amendment for Residential Lots

Lots 24 -51 along Blackberry Shore Lane

Staff Recommendation Summary:

The applicant, McCue Builders, Inc., is requesting an amendment to the Kendall Marketplace Planned Unit Development (PUD) to permit a revision to Article III of the agreement regarding design standards for the new construction of single-family residential units within the currently platted, but undeveloped, portion of the property. The single-family residential portion of the development consists of 28 parcels on nearly 9-acres of land. The Planned Unit Development (PUD) and subsequent development conditions for the residential portion was approved in 2006 via Ordinance 2006-125. Per this ordinance, special provisions for design standards were established for the single-family detached residential units which are as follows:

- 1. Masonry products shall be incorporated on the front façade of 75% of the total units.
- 2. A minimum of 75% of the front façade of each building shall incorporate masonry products. A 10% reduction of the required masonry area will be given for each major architectural feature on the front facade.
- 3. A minimum of 50% of each building elevation shall incorporate premium siding material.
- 4. Primary structures shall be constructed upon either a basement or foundation "slab" construction shall not be used.

According to the applicant, the current material and design standards for the exterior of the residential units is cost prohibitive and not keeping with the price point offered or warranted for the development. The development's existing standards, while specific to mainly building material, did not necessarily enhance architectural interest or encourage creative non-monotonous community design. Additionally, the current Appearance Code, which would be the default design standards if the PUD had not required the added provisions, solely focuses on similarities in dwelling appearances.

However, the proposed new design standards proposed by the applicant requires at least three (3) architectural features on the front elevation of all homes (covered porches, grilles on windows and raised panel garage doors) in addition to higher grade roof shingles and steeper pitched roof slopes. For those homes with front elevations without masonry products, the applicant proposes window details, garage door features and premium siding materials.

Planning & Zoning Commission Action:

Upon the review of the proposed Planned Unit Development (PUD) amendment request, it was the action of the Planning and Zoning Commission to *approve* the following motion by vote:

In consideration of testimony presented during a Public Hearing on April 11, 2018 and the standards for PUD approval and amendment, the Planning and Zoning Commission recommends approval of an amendment to the Kendall Marketplace Planned Unit Development Agreement to permit a revision to the design standards for new construction residential lots within the Kendall Marketplace development, as presented by staff in a memorandum dated April 4, 2018.

Action Item:

Harker-yes; Vinyard-yes; Olson-yes; Goins- yes; Horaz-yes; Gockman-yes

6 ves; 0 no



Memorandum

To: Planning and Zoning Commission

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

CC: Bart Olson, City Administrator Jason Engberg, Senior Planner

Date: April 4, 2018

Subject: PZC 2018-05 Kendall Marketplace PUD Amendment for Residential Lots

Lots 24 -51 along Blackberry Shore Lane

BACKGROUND & REQUEST:

The applicant, McCue Builders, Inc., is requesting an amendment to the Kendall Marketplace Planned Unit Development (PUD) to permit a revision to Article III of the agreement regarding design standards for the new construction of single-family residential units within the currently platted, but undeveloped, portion of the property.

The single-family residential portion of the development consists of 28 parcels on nearly 9-acres of The Planned land. Development (PUD) and subsequent development conditions for the residential portion was approved in 2006 via Ordinance 2006-125 (see attached).

Per this ordinance, special provisions for design standards were established for the <u>single-family detached</u> residential units which are as follows:

1. Masonry products shall be incorporated on the front façade of 75% of the total units.



- 2. A minimum of 75% of the front façade of each building shall incorporate masonry products. A 10% reduction of the required masonry area will be given for each major architectural feature on the front façade.
- 3. A minimum of 50% of each building elevation shall incorporate premium siding material.
- 4. Primary structures shall be constructed upon either a basement or foundation "slab" construction shall not be used.

According to the applicant, the current material and design standards for the exterior of the residential units is cost prohibitive and not keeping with the price point offered or warranted for the development.

EXISTING & PROPOSED DESIGN STANDARDS:

On June 14, 2005, the United City of Yorkville approved Ordinance No. 2005-51 which adopted an Appearance Code as part of the Building Regulations (*see attached*). Among the objectives of the Appearance Code is to foster sound and harmonious design of new buildings and sites, establish standards for new

construction and development and encourage creative non-monotonous community designs utilizing design professionals.

Per this ordinance, the provisions of the Appearance Code <u>is applicable</u> to residential, commercial and industrial land uses seeking building permit approval for new construction, or building permit approval for additions to existing commercial or industrial buildings where the cumulative addition(s) are equal to 10% of the area or 200 sq. ft., whichever is greater.

The City's Appearance Code <u>does not</u> apply to industrial accessory structures (although these structures should complement the main structure), buildings where siding is being replaced with similar siding material, or any Planned Unit Development (PUD) already approved prior to the adoption of the ordinance unless so stipulated in the PUD.

While the Appearance Code does provide specific criteria for both residential and non-residential uses, the regulations are very general in nature and relate mostly to anti-monotony standards (i.e., no two dwelling units with similar appearance shall be located adjacent to or across the street from each other) with regard to single family detached units and site planning and building design elements for single-family attached and multiple family dwelling units. Non-residential uses (commercial and industrial) Appearance Code standards focus on the relationship of buildings to the site, relationship of the site to the adjoining area and building design.

Subsequent to the approval of the Appearance Code in 2005, the United City of Yorkville adopted new Comprehensive Plan Design Guidelines on May 26, 2009 (*see attached*). Unlike the Appearance Code Ordinance, the Design Guidelines were not codified as part of the Municipal Code and therefore, are advisory only.

These guidelines are intended to "maintain the unique character and acknowledge the heritage of Yorkville" by establishing principles related to overall planning, site planning, landscaping and community character. Again, the <u>applicability</u> of these guidelines are limited to all new developments constructed after its adoption and <u>does not</u> apply to lots which have buildings constructed upon them prior to its adoption with the exception of properties substantially redeveloped, rezoned to which a special use is being requested. Substantial redevelopment consists of any construction activity that will result in a greater than 25% increase to the existing square footage or the addition of twelve (12) or more parking spaces.

Staff has routinely referenced both documents in our review of applicable developments, with the most recent being the Kendall Crossing, Anthony Place Senior Apartments and Cedarhurst Living developments. Since most of the residential planned developments were approved through annexation agreements with ordinance and fee locks associated, staff has deferred to those documents during compliance reviews.

Although the Kendall Marketplace PUD was approved after the adoption of the Appearance Code and would be subject to its standards, it was approved prior to the adoption of Design Guidelines and is not subject to those more specific aesthetic criteria. However, the PUD provided specific design provisions which were in addition to those required in the Appearance Code.

The following page has a comparison chart of the existing Kendall Marketplace PUD design standards for single-family detached residential units, current Appearance Code standards and the applicant's proposed amendments:

EXISTING KMP PUD DESIGN STANDARDS	CURRENT APPEARANCE CODE DESIGN STANDARDS	PROPOSED NEW DESIGN STANDARDS
Masonry Products on 75% of the total units	No residential dwellings shall be similar in appearance unless two (2)	All homes shall have some type of covered porch on the front elevation.
Minimum of 75% of the front façade of each building to incorporate masonry products.	or more buildings of dissimilar design separate the buildings. A newly constructed residential	All homes shall have a 2-car garage with raised panel garage doors.
(10% reduction of the required masonry area will be given for each	building shall be dissimilar in appearance to another residential	All front elevation windows shall have grilles in the windows.
major architectural feature on front façade)	building across the street from, or adjacent to the newly constructed building.	All homes shall have architectural shingles.
Minimum of 50% of each building elevation to incorporate premium siding material.	mium A residential dwelling on a corner lot is not considered similar to one adjacent to it if the two (2) dwellings face different streets. On cul-de-sacs not more than two (2) dwellings shall be similar in appearance on any lots having front lot lines contributing to the arc of the cul-de-sac. H St A A A A A A A A A A A A A	At least 75% of the homes shall have at least a 7/12 pitch on the main roof.
Primary structure shall be constructed upon either a basement or foundation – "slab" construction shall not be used.		At least 75% of the homes shall have at least a 10/12 pitch on the front gables
		At least 75 % of the homes shall have at least 25% brick or stone on the first floor elevation on the walls that run parallel to the street.
		Homes that do not have any brick or stone on the front elevation shall be required to have the following:
		-All windows on the front elevation shall have shutters or be wrapped with 4" trim
		-Windows in the upper panel of the garage door
		-Some type of Shake siding or Batten Board siding on front elevation.

STAFF ANALYSIS:

The intent of a Planned Unit Development (PUD) is to provide flexibility from the rigidity of the conventional regulations of the code while offering a greater benefit to the property and the City as a whole. The development's existing standards, while specific to mainly building material, did not necessarily enhance architectural interest or encourage creative non-monotonous community design. Additionally, the current Appearance Code, which would be the default design standards if the PUD had not required the added provisions, solely focuses on similarities in dwelling appearances.

However, the proposed new design standards proposed by the applicant requires at least three (3) architectural features on the front elevation of all homes (covered porches, grilles on windows and raised panel garage doors) in addition to higher grade roof shingles and steeper pitched roof slopes. For those homes with front elevations without masonry products, the applicant proposes window details, garage door features and premium siding materials.

For your consideration, the petitioner has provided the following sample elevations of four (4) models of homes the applicant has planned for the Kendall Marketplace development:



STANDARDS FOR PUD APPROVAL OR AMENDMENT:

The Planning and Zoning Commission may recommend approval of a special use for planned unit development or amendments to a Planned Unit Development (PUD) upon considering the following (Section 10-8-10-A):

- 1. In what respect does the design of the planned unit development meet the requirements and design standards of the development standards and design criteria.
- 2. The extent to which the proposed plan deviates and/or requires waivers of the bulk regulations in the zoning ordinance and how the modifications in design standards from the subdivision control regulations fulfill the intent of those regulations.
- 3. The extent of public benefit produced by the planned unit development, such as, but not limited to, the adequacy of common open space and/or public recreational facilities provided; sufficient control over vehicular traffic; provision of public services; provision and protection of the reasonable enjoyment of land.
- 4. The relationship and compatibility, beneficial or adverse, of the planned unit development to the adjacent properties and nearby land uses.
- 5. The extent to which the planned unit development fulfills the objectives of the future planning objectives or other planning policies of the city.
- 6. The Planning and Zoning Commission finds the planned unit development satisfactorily meets the standards for special use as defined in section 10-4-9 of the Zoning Ordinance which are as follows:
 - a. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
 - b. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminishes and impair property values within the neighborhood.
 - c. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
 - d. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
 - e. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
 - f. The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the planning and zoning commission.

STAFF RECOMMENDATION:

It is staff's recommendation to <u>approve</u> the proposed amended design elements for this development as they are more substantial than for newly constructed homes in other residential subdivisions approved under the current Appearance Code standards.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on April 11, 2018 and the standards for PUD approval and amendment, the Planning and Zoning Commission recommends approval of an amendment to the Kendall Marketplace Planned Unit Development Agreement to permit a revision to the design standards for new construction residential lots within the Kendall Marketplace development, as presented by staff in a memorandum dated April 4, 2018 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...



INVOICE & WORKSHEET PETI	TION APPLICATION	
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit \$500.00	Total: \$
AMENDMENT	☐ Annexation \$500.00 ☐ Plan \$500.00 ☐ Plat \$500.00 ☒ P.U.D. \$500.00	Total: \$ 500.4
ANNEXATION	\$250.00 + \$10 per acre for each acre over 5 acres	
5 = # of Acres	x \$10 = + \$250 = \$ Amount for Extra Acres Total Amount	Total: \$
REZONING	\square \$200.00 + \$10 per acre for each acre over 5 acres	
	rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee	Total: \$
# of Acres Acres over 5	Amount for Extra Acres Total Amount	
	\$\sum \\$250.00 + \\$10 per acre for each acre over 5 acres \[x \\$10 = + \\$250 = \\$	ाotal: \$
# of Acres Acres over 5	Amount for Extra Acres Total Amount	
ZONING VARIANCE	\$85.00 + \$500.00 outside consultants deposit	Total: \$
PRELIMINARY PLAN FEE	\$500.00	Total: \$
PUD FEE	\$500.00	Total: \$
FINAL PLAT FEE	\$500.00	Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	□ Less than 1 acre \$1,000.00 □ Over 1 acre, less than 10 acres \$2,500.00 □ Over 10 acres, less than 40 acres \$5,000.00 □ Over 40 acres, less than 100 acres \$10,000.00 □ Over 100 acres \$20,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT Legal, i	and planner, zoning coordinator, environmental services	
	For Annexation, Subdivision, Rezoning, and Special Use: Less than 2 acres \$1,000.00 Over 2 acres, less than 10 acres \$2,500.00 Over 10 acres \$5,000.00	Total: \$ /,000,00
	TOTAL AMOUNT DUE:	\$ 1,500.00



DATE:	PZC NUMBER:	DEVELOPMENT NAME:	SENDALL MARKET PIACE
PETITIONER INFORMATION			11,110
NAME: BILL Ma	CUE	COMPANY: M	COE BUILDERS IN
MAILING ADDRESS: PO			1010000 4
CITY, STATE, ZIP: BRISTON	L, IL 6051.	Z TELEPHONE: 632	551-4845
CITY, STATE, ZIP: BRISTON EMAIL: MCCUEBUILD	ERS @ COMCASTI	NETTAX: 630	1551-4950
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: IF LEGAL TITLE IS HELD BY A LAND TRUST	MCCUE BUILDE T, LIST THE NAMES OF ALL HOLDERS OF	ANY BENEFICIAL INTEREST THEREI	N:
PROPERTY STREET ADDRESS: BLACKS DESCRIPTION OF PROPERTY'S PHYSICAL	EDRY SHORE LAND LOCATION:	E - SINGLE I	FAMILY LOTS
CURRENT ZONING CLASSIFICATION: LIST ALL GOVERNMENTAL ENTITIES OR A	SINGLE FAOILY GENCIES REQUIRED TO RECEIVE NOTICE	RESIDENTIA	4
ZONING AND LAND USE OF SURROUN	DING PROPERTIES		
NORTH: RESIDENTIA			
EAST: Commencia			
SOUTH: MULT: - FAMILE WEST: VACANT	-		
WEST: VACANT			
KENDALL COUNTY PARCEL IDENTIFICA	TION NUMBER(S)		



PROPERTY INFORMATION
NAME OF AGREEMENT:
DATE OF RECORDING:
SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT: McCue Builders, or subsequent builders, would like to have Article III, regarding Design
Standards, to be amended as follows: - All homes shall have some type of covered porch on the front elevation - All homes shall have a 2 car garage with raised panel garage doors - All front elevation window shall have grilles in the windows - All homes shall have architectural shingles - At least 75% of the homes shall have at least a 7/12 pitch on the main roof - At least 75% of the homes shall have at least a 10/12 pitch on the front gables - At least 75% of the homes shall have at least 25% brick or stone on the first floor elevation on the walls that run parallel to the street.
Homes that do not have any brick or stone on the front eleveation shall be required to have the following: - All windows on front elevation shall have shutters or be wrapped with 4" trim - Windows in the upper panel of the garage door - Some type of Shake siding or Batten Board siding on front elevation
ATTACHMENTS
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".
Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit
Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".
Petitioner must attach amendments from the existing agreement and title it as "Exhibit D".



ATTORNEY INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE;
EMAIL:	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE;
EMAIL:	FAX:
AGREEMENT	
I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTAN SCHEDULED COMMITTEE MEETING.	MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS T FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT
I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDFAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.	PERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN
William L. McCue PETITIONER SIGNATURE	2/27/18 DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITL	EMENTS ON THE PROPERTY.
William R. Mc Care OWNER SIGNATURE	2/27/18 DATE



PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER	FUND ACCOUNT NUMBER:	PROPERTY ADD		MARKET	PLACE	
APPLICATION/APPROVAL TYPE (check app	APPLICATION/APPROVAL TYPE (check appropriate box(es) of approval requested):					
CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☐ ANNEXATIO	IN	REZONING		
☐ SPECIAL USE	☐ MILE AND 1/2 REVIEW	ZONING VAI	RIANCE	PRELIMINARY PLAN	ſ	
☐ FINAL PLANS	PLANNED UNIT DEVELOPMENT	☐ FINAL PLAT				
PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be mad						
ACKNOWLEDGMENT OF FINANCIAL RE	SPONSIBILITY					
NAME: BILL Mcc		COMPANY:	McCUE	BUILDERS	, INC.	
MAILING ADDRESS: PDB	DK 354					
CITY, STATE, ZIP: BRISTOL		TELEPHONE:	630/55	1-4845		
EMAIL: McCUEBUILDE		FAX:	63-1551	-4950		
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. Company						
ACCOUNT CLOSURE AUTHORIZATION						
DATE REQUESTED:		☐ COMPLETED	☐ INACTIVE			
PRINT NAME:		☐ WITHDRAW	N COLLECTIONS			
SIGNATURE		OTHER				
DEPARTMENT ROUTING FOR AUTHORIZATION	ON: COM. DEV.	BUILDING	☐ ENGINEERING	☐ FINANCE ☐	ADMIN.	

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

200700002839
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
01-24-2007 At 11:47 am.
ORDINANCE 71.00
RHSP Surcharse 10.00

ORDINANCE NO. 2006- 135

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR KENDALL MARKETPLACE

WHEREAS, it is prudent and in the best interest of the UNITED CITY OF
YORKVILLE, Kendall County, Illinois, to enter into a certain amended and restated
Development Agreement for Kendall Marketplace (Attached hereto and made a part
hereof as "Exhibit "A") pertaining to certain real estate described in the Agreement; and
WHEREAS, a draft of the restated and amended Development Agreement has been
considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said

Development Agreement are ready, willing and able to enter into said Development

Agreement and to perform the obligations as required hereunder; and

WHEREAS, the procedures for the execution of said Development Agreement have been fully complied with; and

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

Section 1: The Mayor and the City Clerk are herewith authorized and directed to execute, on behalf of the City, the amended and restated Development Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A"

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

JAMES BOCK	<u> </u>	JOSEPH BESCO	_ \\ _
VALERIE BURD	~~~	PAUL JAMES	<u> </u>
JASON LESLIE	<u> </u>	MARTY MUNNS	<u> </u>
ROSE SPEARS	_ \	DEAN WOLFER	- ~
	0		0

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

Illinois, this _______, A.D. 2006.

MAYOR

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

Illinois this day of ______, A.D. 2006.

ATTEST:

CITY CLERK

Prepared by:

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

DEVELOPMENT AGREEMENT 'Kendall Marketplace'

This Development Agreement, hereinafter referred to as "Agreement", is made and entered into this 24 day of 0000 by and between, Cannonball LLC, hereinafter referred to as "DEVELOPER" and the United City of Yorkville, Illinois, a Municipal Corporation, hereinafter referred to as "CITY". The DEVELOPER and the CITY may hereinafter be referred to as the Parties.

WITNESSETH

WHEREAS, the DEVELOPER is the contract purchaser of certain real property, hereinafter referred to as the "Property", located in the CITY and legally described as set forth in Exhibit "A" attached hereto and incorporated by references as if more fully set forth; and

WHEREAS, the Property is generally located at the northwest corner of US 34 and Cannonball Trail and consists of approximately 193 acres; and

WHEREAS, the DEVELOPER seeks a PUD zoning classification to allow for uses permitted within the B-3, R-2 and R-3 zoning classifications to exist on the property;

WHEREAS, the CITY has determined that the terms and conditions set forth herein will serve a public use and will promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the CITY; and

WHEREAS, the DEVELOPER, its vendors, grantees, assigns, successors, trustees and all others holding interest in the property now or in the future, agree and enter into this contract, which shall operate as a covenant running with the land and be binding upon any developer and its representatives, and future owners of the land;

NOW, THEREFORE, the CITY and DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

ARTICLE I

GENERAL COMPLIANCE WITH ORDINANCES

DEVELOPER hereby agrees to comply with all CITY ordinances, and this Agreement shall alter said ordinances only as specifically set forth herein. Where the ordinances of the CITY conflict with the provisions herein, this Agreement shall control.

ARTICLE II

PROPERTY DEVELOPMENT

The Development of the Property shall be generally pursuant to the Conceptual Plans attached hereto and incorporated herein as Exhibit "B".

The development of the subject real property described in the attached Exhibit "A" shall be subject to approval of all Ordinances of the CITY; Site Plan approval, engineering approval (by CITY staff or outside review engineering consultant as elected by the CITY) and Site Plan approval by the City Council in conformance with the United City of Yorkville Zoning Ordinance, Subdivision Control Ordinance, City Reimbursement of Consultants and Review Fees Ordinances, Municipal Building Fee, City Land-Cash Ordinance, and City Development Fee Ordinance, payable at the time of Site Plan approval, which have been voluntarily contracted to between the parties and agreed to by DEVELOPER. All said fees are described in the attached Exhibits 'D' and 'E'.

DEVELOPER agrees that the Final Site Plan shall substantially comply with all requirements as set out in the United City of Yorkville Zoning Ordinance and Subdivision Control Ordinance currently in effect when development approval is requested, unless provided for differently in this Agreement.

<u>Utilities and Public Improvements</u>. That On-Site infrastructure construction and engineering shall be governed by the standards contained in the Yorkville Subdivision Control Ordinance and other applicable Ordinances unless specifically addressed in this agreement, in which case this agreement shall control.

ARTICLE III

SPECIAL PROVISIONS

DESIGN STANDARDS:

The below design standards are in addition to the required standards of the CITY regulated by the City's Appearance Code (Title 8, Chapter 15).

- 1. Single-Family Detached Residential Unit Design Standards:
 - a. Masonry products* shall be incorporated on the front façade* of 75% of the total units.
 - b. A minimum of 75% of the front façade* of each building shall incorporate masonry products*. A 10% reduction of the required masonry area will be given for each major architectural feature on the front façade.
 - c. A minimum of 50% of each building elevation shall incorporate premium siding material*

- d. Primary structures shall be constructed upon either a basement or foundation

 'slab' construction shall not be used.
- 2. Single-Family Attached Residential Unit Design Standards:
 - a. Masonry products* shall be incorporated on the front façade* of 100% of the total townhome buildings.
 - b. A minimum of 50% of the front façade* of each building shall incorporate masonry products*.
 - c. A minimum of 50% of each building elevation shall incorporate premium siding material*.
 - d. Each unit shall include two (2) enclosed parking spaces.
- 3. Commercial Design Standards:
 - a. All 'Guidelines' within the Appearance Code section 'V Criteria For Appearance, 4. Non-Residential,b. Building Design, 1. Commercial, Office and Institutional Uses, b. Guidelines for unbuilt sites' shall be required applications.
 - b. Signage:
 - i. All free standing monument signage must include a 100% masonry product* base no less than the width of the sign area.
 - c. The retail user known and labeled on the Concept and Preliminary PUD Plans as "Home Depot" shall be permitted fencing surrounding the outdoor sales area at the north side of the building to be up to twenty feet (20') in height.

RESIDENTIAL FEES

- 1. In addition to all required application, permit and connection fees the following fees shall be collected for each residential unit at time of Building Permit:
 - a. \$2,000 City Road Fee
 - b. \$1,549 County Road Fee

CANNONBALL TRAIL OFF-SITE LANDSCAPING

The DEVELOPER agrees to provide the owners of the properties along the east side of Cannonball Trail directly adjacent to the Subject Property and depicted on Exhibit "C" with the following:

- 1. A landscape plan designed specifically for the Cannonball Trail frontage of their property that will minimize the visual impact of the development of the subject property;
- 2. All plant material necessary to implement the landscape plan and installation of said plant material;

The landscape contribution to the adjacent property owners is subject to the following conditions:

- 1. Mutual agreement between the DEVELOPER and the adjacent property owners of the appropriate landscape plan;
- 2. The adjacent property owners will grant the DEVELOPER a construction easement to install the landscaping;

SIGNAGE

The CITY agrees to permit special signage for the Subject Property as detailed in Exhibit "F" and including two (2) pylon signs 29'-4" in height and 191.5 square feet in sign area;

ARTICLE IV

EFFECTIVE DATE

The effective date of this Agreement shall be the date this Agreement is approved and executed and delivered by the DEVELOPER and CITY.

CITY:	DEVELOPER:
UNITED CITY OF YORKVILLE, an Illinois municipal corporation	CANNONBALL,LLC By: The Harlem Irving Companies, Inc.
By: Liethen To wellask for Title: Mayor	By: Vocale W. Bailey DONALD W. BAILEY, VICE PRESIDENT
Attest: Jua Pickering Title: City Clerk	Attest: OF HE GREGORY E. FIX, GENERAL COUNSEL
Dated: 1/19/07	Dated: 11 17 86

TELEPHONE LINE GAS LINE TREELINE TREE FENCE TRAFFIC SIGNAL VAULT



Exhibit "A"

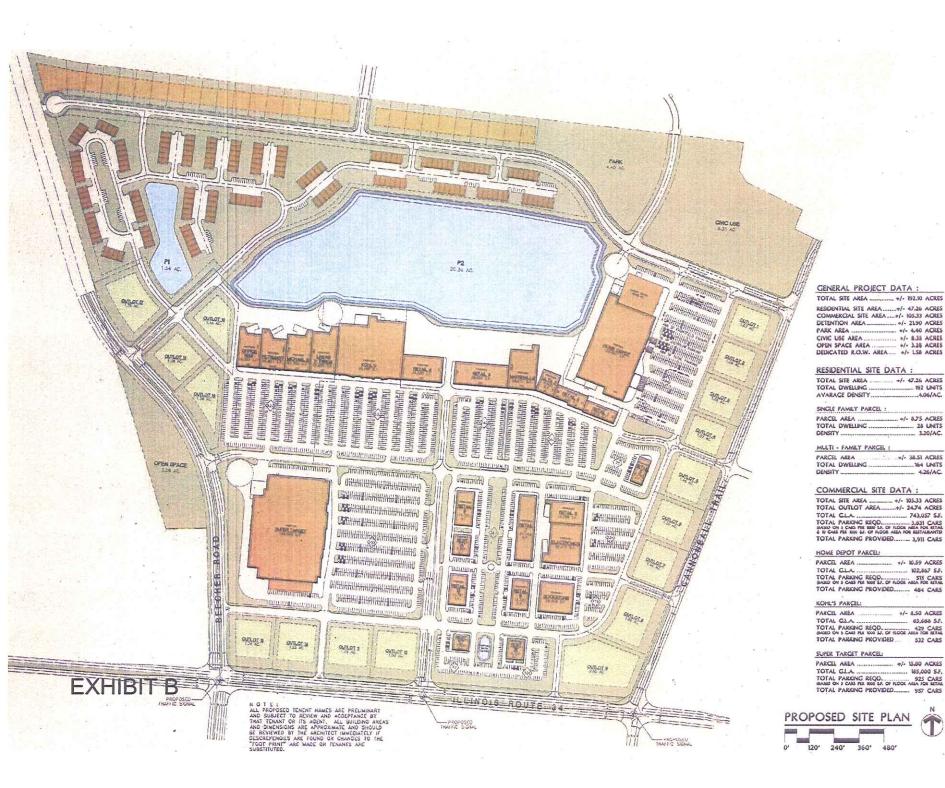
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, PART OF THE SOUTH 1/2 OF SECTION 20 AND PART OF THE MORTH WEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS. COMMENONG AT THE SOUTH EAST CONNER OF SAID SOUTH EAST 1/4 SECTION 19, THENCE NORTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 SECTION 19, THENCE MORTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 SECTION 19, THENCE MORTH LOOK THE EAST LINE OF SAID SOUTH EAST 1/4 SECTION 19, THENCE EASTERN ALONG THE EAST LINE OF SAID SOUTH ALONG THE EAST LINE OF SAID SOUTH ALONG THE EAST THENCE EASTERN ALONG THE CANTE OF SECTION 29, 429 IS FEET TO THE CENTER LINE OF SAID SOUTH NO. 34, THENCE EASTERN ALONG SAID CENTER LINE, MINCH FORMS AN ANGLE OF SOUTH ALONG SAID CENTER LINE, MINCH FORMS AN ANGLE OF SOUTH ALONG SAID CENTER LINE, MINCH FORMS AN ANGLE OF SOUTHER LOOK SAID CENTER LINE OF SAID SOUTHER LY ALONG SAID CENTER LINE, MINCH FORMS AN ANGLE OF SOUTHER LY ALONG SAID CENTER LINE OF SAID SOUTHER LY ALONG SAID CENTER LINE WITH ALL SAID SECRETION OF SAID CENTER LINE WITH ALL SAID SECRETION AND SAID CENTER LINE MINCH PORMS, MA ANGLE OF IS DEGREES, 47 OF THE MORTH MEST CORNER OF THE EXTENDED SOUTHERLY OF CUT-OFF ROAD, THENCE NORTHERLY ALONG SAID CENTER LINE WHICH PORMS AN ANGLE OF IS DEGREES, 47 OF THE MORTH MEST CORNER OF THE EXTENDED SAID CENTER LINE WHICH PORMS AN ANGLE OF IS DEGREES, 47 OF THE MORTH MEST CORNER OF THE EXTENDED SAID CENTER LINE WHICH PORMS AN ANGLE OF IS DEGREES, 25 MINUTES, IS SECONDS WITH THE LAST DESCRIBED CHOCKWISE THEREFORM, 1965, THE CENTER LINE OF COLORS WITH THE CHORT LINE OF THE OWN ALL SAID SAID CENTER LINE WHICH FORMS AN ANGLE OF IS DEGREES, 25 MINUTES, IS SECONDS WITH THE MEST LINE WHICH FORMS AN ANGLE OF SOUTHERS LINE OF CALLED THE COLORS HERE AND ALL SAID SECONDS WITH THE CENTER LINE OF CALLED THE CHORT LINE OF THE COLORS HERE AND ALL SAID SECONDS WITH THE CENTER LINE OF COLORS HERE AND ALL SAID SECONDS WITH THE CENTER LINE OF COLORS HERE AND ALL SAID SECONDS WITH THE LAST IDECREES AND ALL

To Mid America, and Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1, 2, 3, 4, 7a, 8, 10, and 11 a of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyar registered in the State of Hinois, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Dated at Yorkville, Illinois, March 22, 2006.

Craig L. Ouy, IPLS-No. 3359 License Expiration: 11/30/2008





KENDALL MARKETPLACE ILINOIS ROUTE 34 & CANNONBALL TRAIL YORKVILE, ILLINOIS

PROJECT:

MIDAMERICA OWNER/DEVELOPER:

.4.06/AC.

... 28 UNITS

3.20/AC.

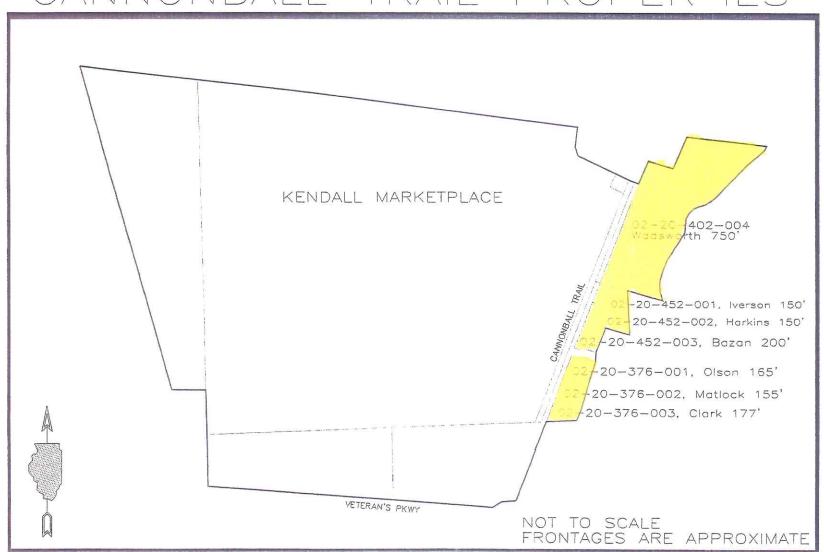
.164 UNITS

4.26/AC

SITE PLAN

SP2

100 NO. 200000



EXI	EXHIBIT D - RESIDENTIAL DEVELOPMENT FEES				
	Name of Fee	<u>Amount</u>	Time of Payment		
1	School District Transition Fee	\$3,000 per unit	Paid to School District Office prior to issuance for building permit At time of building permit, paid at City Hall with separate check made out to		
2	Yorkville Bristol Sanitary District Connection Fee	\$1,400 per unit	YBSD		
3	Yorkville Bristol Sanitary District Annexation Fee Yorkville Bristol Sanitary District Infrastructure	\$3,523 per acre	Paid for entire development, at time of annexation to sanitary district		
4	Fee	\$3,523 per acre	Paid for entire development, at time of annexation to sanitary district		
5	Building Permit Fee	\$650 + \$.0.20 per square foot	Building Permit		
6	Water Connection Fee	\$3,700 per unit	Building Permit		
7	Water Meter Cost (not applicable to fee lock)	\$390 per unit	Building Permit		
8	City Sewer Connection Fee	\$2,000 per unit	Building Permit		
9	Water and Sewer Inspection Fee	\$25 per unit	Building Permit		
10	Public Walks and Driveway Inspection Fee	\$35 per unit	Building Permit		
11a	Public Works (Development Impact Fee)	\$700 per unit	Building Permit		
11b	Police (Development Impact Fee)	\$300 per unit	Building Permit		
110	Municipal Building (Development Impact Fee)	see "time of payment"	Municipal Building Impact Fee is set up as \$5,509 per unit if paid at time of permit, or \$3,288 per unit if paid at time of final plat for all units in the entirety of the annexed development.		
11d	Library (Development Impact Fee)	\$500 per unit	Building Permit		
11e	Parks and Rec (Development Impact Fee)	\$50 per unit	Building Permit		
111	Engineering (Development Impact Fee)	\$100 per unit	Building Permit		
11g	Bristol Kendall Fire District (Development Impact Fee)	\$1,200 per unit	Building Permit		
12	Parks Land Cash Fee	per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated		
13	School Land Cash Fee	Calculated by ordinance, \$80,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated		
14	Road Contribution Fund	\$2,000 per unit	Building Permit		
15	County Road Fee	\$1,549 per unit, escalating each calendar year at a rate determined by ordinance	Building Permit		
16	Weather Warning Siren	\$75 per acre	Final Plat		
	Administration Review Fee	1.75% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat		
18	Engineering Review Fee	1.25% of Approved Engineer's Estimate of Cost of Land Improvements			





United City of Yorkville

County Seat of Kendall County 800 Game Farm Road Yorkville, Illinois, 60560 Telephone: 630-553-4350

Fax: 630-553-7575

Website: www.yorkville.il.us

COMMERCIAL PERMIT FEES

Permit/Plan Review

Building Permit Plan Review \$750.00 plus \$0.20 per square foot Based on building size (See Attached)

Contributions

Development Fee

\$3000.00* - See Attached Ordinance 2004-55
(Increase in Bristol-Kendall Fire Protection District Fee)

Water/Sewer

Sewer Tap	See Attached Ordinand	See Attached Ordinance #96-11	
Water Tap	Water Meter Size	Water Connection Fee	
-	1"	\$ 3,700	
	1 1/2"	\$ 4,000	
	2"	\$ 5,000	
	3"	\$ 8,000	
	4"	\$15,000	
	6" and larger	TBD	
Water Meter	Water Meter Size	Water Meter Price	
	1"	\$ 485.00	
	1 1/2"	\$ 790.00	
	2"	\$2800.00	
	3"	\$3550.00	
	4"	\$5420.00	
	6''	\$8875.00	

\$60.00

Engineering Inspections

River Crossing Fee

\$25.00 per drain unit. See attached Ordinance 97-11

^{**}Engineering and Landscaping review fees will be billed separately.

^{***} Please call the Yorkville Bristol Sanitary District for sanitary permit fees (630) 553-7657

MULTIPLE-FAMILY RESIDENTIAL USE GROUPS

A. New Construction Per Unit	\$350.00 plus \$0.15 per s.f.
B. Remodeling Per Unit	\$175.00 plus \$0.10 per s.f.
C Detached Garage Per Unit without Electrical	\$50 በበ

C. Detached Garage Per Unit without Electrical \$50.00 D. Detached Garage Per Unit with Electrical \$100.00

E. Temporary to Start Construction 25% of full permit fee, not to be

applied to the full permit fee

F. Temporary Certificate of Occupancy when Requested by \$50 per unit (non-refundable) the Builder when Circumstances Do Not Warrant

ALL OTHER USE GROUPS

 Α.	New Construction	\$750.00 plus \$0.20 per square foot	
В.	Additions	\$500.00 plus \$0.20 per square foot	
C.	Remodeling	\$350.00 plus \$0.10 per square foot	
D.	•	25% of full permit fee, not to be applied to the full permit fee	

E. Temporary Certificate of Occupancy when Requested by \$200.00 (non-refundable) the Builder when Circumstances Do Not Warrant

NOTE: Building permit fee does not include the plan review fee for the "multiple-family residential use group" and "other use group" categories. The plan review fee will be based on the schedule following the permit fees. Plan review fees to the inspection firm will be paid at the same time as the building permit fee.

PLAN REVIEW FEES (May vary due to outside consultant's fee schedules.)

BUILDING CODE

Building Size	Fee
1 to 60,000 cubic feet	\$355.00
60,001 to 80,000 cubic feet	\$400.00
80,001 to 100,000 cubic feet	\$475.00
100,001 to 150,000 cubic feet	\$550.00
150,001 to 200,000 cubic feet	\$650.00
over 200,000 cubic feet	\$650.00 + \$6.50 per 10,000 cubic feet over 200,000
ער פוזעם על זע טעו זמעטעעע	1/2 of Plan Paviary Fee Listed Above

REMODELING PLAN REVIEW

1/2 of Plan Réview Fee Listed Above

ELECTRICAL, MECHANICAL, OR PLUMBING PLAN REVIEW ONLY 1/4 of Plan Review Fee Listed Above

FIRE DETECTION/ALARM SYSTEMS

\$115.00 per 10,000 square feet of floor area

FIRE SPRINKLER SYSTEMS

Number of Sprinklers	Pipe Schedule	Hydraulic Calculated
Up to 200	\$250.00	\$500.00
201-300	\$300.00	\$575.00
301-500	\$400.00	\$775.00
Over 500	\$450.00	\$850.00
PLUS, for each Sprinkler over 500:	\$0.60/each	\$0.95/each

ALTERNATE FIRE SUPPRESSION SYSTEMS

Standpipe	\$175.00 per Standpipe Riser
	(No charge with Sprinkler Review)
Specialized Extinguisher Agent (Dry or Other Chemical Agent)	\$125.00 per 50 pounds agent

Hood & Duct Cooking Extinguisher Agent

\$150.00 flat rate per system.

NOTE: If any plan has to be sent to an outside consultant other than the inspection firm, the outside consultant's fee(s) will be charged and that fee paid directly to the outside consultant.

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

ORDINANCE 2004 - 55

AN ORDINANCE AMENDING ORDINANCE NO.
2003-31 AN ORDINANCE SETTING FORTH THE STANDARDS
AND REGULATION FOR PAYMENT FOR DEVELOPMENT
AND EXTENSION OF UTILITY COSTS UPON ANNEXATION
AND/OR PLANNED UNIT DEVELOPMENT TO PROVIDE FOR AN
INCREASE IN THE BRISTOL KENDALL FIRE PROTECTION DISTRICT FEE

WHEREAS, the UNITED CITY OF YORKVILLE is currently experiencing a substantial increase in population, together with the need to expand existing municipal services to provide for orderly growth and adequate municipal services; and

WHEREAS, the BRISTOL KENDALL FIRE PROTECTION DISTRICT provides fire protection, emergency medical services and rescue services for the UNITED CITY OF YORKVILLE; and

WHEREAS, the UNITED CITY OF YORKVILLE has thoroughly reviewed the need for expanding municipal services and the need for capital purchases and reviewed the study conducted by the BRISTOL KENDALL FIRE PROTECTION DISTRICT, a copy of which is attached hereto and incorporated herein by reference, to support increases in the fees provided herein; and

WHEREAS, the UNITED CITY OF YORKVILLE has thoroughly reviewed the cost to be incurred to provide for the expansion of said City; and

WHEREAS, the City has determined that the following fees bear a rational relationship to the costs anticipated to be incurred by the various governmental entities and departments of the City to be affected; and

WHEREAS, the UNITED CITY OF YORKVILLE has previously enacted Ordinance No: 2003-31 which set standards and regulations for payment of the extension and development of capital costs for utility and governmental purposes; and

WHEREAS, one component of that Ordinance was to collect the sum of Three Hundred and 00/00 dollars (\$300.00) for the acquisition of equipment and vehicles, maintenance of the BRISTOL KENDALL FIRE PROTECTION DISTRICT, and for other capital purchases of said BRISTOL KENDALL FIRE PROTECTION DISTRICT; and

WHEREAS, the UNITED CITY OF YORKVILLE has been requested by the BRISTOL KENDALL FIRE PROTECTION DISTRICT to increase the amount of said fees to the sum of One Thousand and 00/00 Dollars (\$1,000.00) per single-family residential dwelling unit and single-family attached dwellings including, but not limited to, duplexes and town homes; and

WHEREAS, the UNITED CITY OF YORKVILLE has been requested by the BRISTOL KENDALL FIRE PROTECTION DISTRICT to increase the amount of said fees to the sum of Five Hundred and 00/00 Dollars (\$500.00) per unit of any multifamily structure, including, but not limited to, apartment buildings; and

WHEREAS, the UNITED CITY OF YORKVILLE has been requested by the BRISTOL KENDALL FIRE PROTECTION DISTRICT to increase the amount of said fees for all other occupancy classifications as follows:

EXHIBIT E

- a. The sum of 10.0 cents per square foot, with a minimum fee of One Thousand and 00/00 Dollars (\$1,000.00) effective as of January 1, 2005 up and to April 30, 2006.
- b. The sum of 12.0 cents per square foot, with a minimum fee of One Thousand Two Hundred and 00/00 Dollars (\$1,200.00) effective from May 1, 2006 up and to April 30, 2007.
- The sum of 15.0 cents per square foot, with a minimum fee of One Thousand Five
 Hundred and 00/00 Dollars (\$1,500.00) effective from May 1, 2007

 NOW THEREFORE, the UNITED CITY OF YORKVILLE, does upon Motion duly
 made, seconded and approved by a majority of those voting does hereby ORDAIN:
- Ordinance 2003-31 is hereby amended to increase the Development Fee for the BRISTOL KENDALL FIRE PROTECTION DISTRICT payable per single-family residential dwelling unit and per single-family attached dwelling including, but not limited to, duplex and town home residential dwelling units from Three Hundred and 00/00 Dollars (\$300.00) to One Thousand and 00/00 Dollars (\$1,000.00) for each unit annexed, zoned, and platted on and subsequent to the effective date within the United City of Yorkville on a subsequent to the effective date of January 1, 2005 payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.
- Ordinance 2003-31 is hereby amended to increase the Development Fee for the BRISTOL KENDALL FIRE PROTECTION DISTRICT per unit of any

multifamily structure, including, but not limited to, apartment buildings to Five Hundred and 00/00 Dollars (\$500.00) for each unit annexed, zoned, and platted for multifamily residential development within the United City of Yorkville on and subsequent to the effective date of January 1, 2005, payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.

- 3. Ordinance 2003-31 is hereby amended to increase the Development Fee for the BRISTOL KENDALL FIRE PROTECTION DISTRICT for all other occupancy classifications, including but not limited to Office District, B-1 Limited Business District, B-2 General Business District, B-3 Service Business District, B-4 Business District, M-1 Limited Manufacturing District and M-2 General Manufacturing District, as follows:
 - a. The sum of 10.0 cents per square foot, with a minimum fee of One Thousand and 00/00 Dollars (\$1,000.00) for any real property annexed, zoned, and platted within the United City of Yorkville effective as of January 1, 2005 up and to April 30, 2006, payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.
 - b. The sum of 12.0 cents per square foot, with a minimum fee of One Thousand
 Two Hundred and 00/00 Dollars (\$1,200.00) for any real property annexed,

- zoned, and platted within the United City of Yorkville effective from May 1, 2006 up and to April 30, 2007, payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.
- c. The sum of 15.0 cents per square foot, with a minimum fee of One Thousand Five Hundred and 00/00 Dollars (\$1,500.00) for any real property annexed, zoned, and platted within the United City of Yorkville effective from May 1, 2007 forward, payable at the time of issuance of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.
- 4. This Ordinance shall be contingent upon receipt by the UNITED CITY OF
 YORKVILLE of a written agreement in the form satisfactory to the UNITED
 CITY OF YORKVILLE which holds the UNITED CITY OF YORKVILLE
 harmless, including it and agreeing to defend the UNITED CITY OF
 YORKVILLE of any claim made as a result of the imposition or collection of said
 fees.
- 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.

PAUL JAMES	<u> </u>	MARTY MUNNS	
RICHARD STICKA	4	WANDA OHARE	<u> </u>
VALERIE BURD	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	ROSE SPEARS	-
LARRY KOT	1	JOSEPH BESCO	

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

this 17 M day of Action A.D. 2004.

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

this 12 m day of October, A.D. 20 04.

Attest Carolin Moodonski

Law Offices of Daniel J. Kramer 1107A S. Bridge Street Yorkville, Illinois 60560 630.553.9500

9/10/96

STATE OF ILLINOIS)

(COUNTY OF KENDALL)

AN ORDINANCE AMENDING THE TAP-ON FEE SCHEDULE IN THE UNITED CITY OF YORKVILLE

WHEREAS, the cost of providing sanitary sewer services has risen substantially, over the last several years; and

WHEREAS, the City of Yorkville has been required to provide sanitary sewer services and maintenance as a result of an increase in development; and

WHEREAS, the Mayor and City Council of the United City of Yorkville have determined it to be in the best interest of the City and its residents to increase the "Tap-On" fees for sanitary sewer service.

DEFINITIONS

"Outlet" - means each floor drain, wash basin, wash fountain, toilet, urinal, shower, air conditioner drain, water cooler, dentist tray drain or other similar plumbing fixture and any orifice of any machine, vessel tank of any kind, manifolded or simply, through which waste may flow into a sewer, the flow of which ultimately is processed by Water Pollution Control of the Yorkville Bristol Sanitary District.

"Toilet"-means a bathroom, restroom or other facility having no more than 3 outlets (as defined herein).

PROVISIONS

1. Any residential property wishing to hook-up to city sanitary sewer service shall pay to the city a flat rate of \$2,000.00 per dwelling unit. This is in addition to any and all other fees

charges by any other entity including the applicable sanitary district.

2. Any multi-family building will pay an additional fee of \$400.00 for each drain unit for common area drains which include but are not limited to laundry rooms, floor drains etc. This additional fee shall be paid based on the summation of drain units times the \$400.00 multiplier.

Laundry washer unit	x 1/2
Floor drain	x 1/2
Common use toilet	x 1 1/2
Common use shower	x l
Common use sink	x 1/2
Pool facilities	x 2
Common use kitchens	x 1 1/2

- 3. All non-residential properties shall be charged a fee based on the total number of drain units as listed in the attached schedule "A", times a multiplier of \$400.00. This fee is in addition to all other fees charged by any other entity including sanitary districts.
- 4. All toilets having more than 3 outlets, shall pay at the additional rate of 0.5 drain units.

 per outlet each. This applies to both residential and non-residential properties.
- 5. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the front building may be extended to the rear building and the whole considered as one building sewer, but the City of Yorkville does not and will not assume any obligation or responsibility for damage caused by or resulting form any such single connection aforementioned.

EXHIBIT F

- 6. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the City and/or State building and plumbing code or other applicable rules and regulations of the City of Yorkville or Yorkville Bristol Sanitary District.
- 7. No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the City of Yorkville for purposes of disposal of polluted surface drainage.
- 8. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City of Yorkville and the Yorkville-Bristol Sanitary District. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the City Public Works Department before installation.
- 9. The applicant for the building sewer permit shall notify the Public Works Department when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the superintendent or his representative.
- 10. All Excavations for building sewer installation shall be adequately guarded with particades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City of Yorkville Public Works Department.

11: This Ordinance will be effective November, 1 1996.

IN ALL OTHER RESPECTS, the fee schedule and rates for the City of Yorkville shall remain unchanged.

Passed this 12th day of September, 1996

MAYOR

ATTESTED:

Law Offices of Daniel J. Kramer 1107A South Bridge Street Yorkville, Illinois 60560 630,553,9500

SCHEDULE WATE

USE OF BUILDING	NO. OF DRAIN UNITS
STORES, MERCANTILE AND OFFICE BUILDINGS	
Each private toilet Each public toilet with no more than three outlets Each additional outlet Soda Fountain Grocery Stores & Meat Markets with garbage grinders	1 1-½ ½ 1 2
DRIVE-INS	
Each public toilet Kitchens	1-1/2 1-1/2
RESTAURANTS AND THEATERS	
Food service capacity No. of persons	
0-50 50-100 100-200	1 2 3
Each private toilet Each public toilet	1 1 - 1/2
SERVICE STATIONS	
Each public toilet Wash rack	1-½ 2
CLUBS	
Each toilet Restaurant charge as above	1-1/2
MOTELS AND HOTELS	
Each room with bath or shower and/or toilet Each public toilet Restaurant charge as above	1/3 1-1⁄2

MOF	BILE TRAILER PARKS	EXHIBIT E
	Each trailer space with sanitary sewer outlet Each automatic washer unit Each public toilet Each public shower	½ ½ 1-½ 1
LAU	NDRIES	
	Each automatic washer unit Each public toilet	½ 1-½
SELF	S-SERVICE CAR WASH	
	Per rack (covered) Per rack (uncovered)	1 4
AUT	OMATIC CAR WASH	
	Each production line Each public toilet	10 1-1/2

NURSING HOMES AND HOSPITALS

Resident capacity of each building determined from architect's plans and specifications divided by 4 (Quotient to 2 decimal points)

SCHOOLS

Student capacity of each building determined from architect's plans and specifications divided by 12 (Quotient to 2 decimal points)

DORMITORIES, FRATERNITIES AND SORORITIES

Resident capacity of each building determined from architect's plans and specifications divided by 6 (Quotient to 2 decimal points)

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

ORDINANCE NO. 2006- <u>33</u>

ORDINANCE AMENDING ORDINANCE 2003-79 AND REPEALING ORDINANCE 2005-40 ESTABLISHING MUNICIPAL WATER CONNECTION FEES IN THE UNITED CITY OF YORKVILLE

WHEREAS, the United City of Yorkville has taken up, discussed and considered amending the City Ordinance 2003-79 regarding Municipal Water Connection Fees; and

WHEREAS, in amending City Ordinance 2003-79, City Ordinance 2005-40 (which previously amended Ordinance 2003-79) will by necessity be repealed.

WHEREAS, the Mayor and City Council have discussed that it may be prudent to amend said Ordinance 2003-79 to change certain connection fees by substituting the Charts defining Residential and Non-Residential Connection Fees depicted on the attached Exhibit "A" and Exhibit "B", in place of Exhibit "A" and Exhibit "B" in Ordinance 2003-79.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF
THE UNITED CITY OF YORKVILLE, upon Motion duly made, seconded and approved by the
majority of those members of the City Council voting, hereby enact the water tap-on fee
schedule set out in the attached Exhibit "A" and Exhibit "B", and

- Any Ordinance or parts thereof in conflict with the provisions of this Ordinance, specifically including Ordinance 2005-40, are hereby repealed to the extent of such conflict with this Ordinance.
- 2. The portion of this Ordinance affecting the water connection fee as indicated in Exhibit "A" and Exhibit "B" shall become effective on June 15, 2006.

JAMES BOCK

VALERIE BURD

DEAN WOLFER

ROSE SPEARS

JASON LESLIE

JOSEPH BESCO

PAUL JAMES

MARTY MUNNS

JASON LESLIE

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

25 Day of Occid , A.D. 2006.

MAYOR

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

35 day of 0, A.D. 2006.

ATTEST:

CITY OF ERK

Prepared by:

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

EXHIBIT A: RESIDENTIAL CONNECTION FEE

2006 WATER SYSTEM CONNECTION FEE UPDATE United City of Yorkville, Kendall Co., IL

Residence Type	Projected P.E. Per Residence	Connection Fee Based On \$1,057 / P.E.
Efficiency or Studio Apartment	1.00	\$1,057
1 Bedroom Apartment/Condo	1,50	\$1,586
2+ Bedroom Apartment/Condo	3.00	\$3,171
1 Bedroom Townhome	1.50	\$1,586
2+ Bedroom Townhome	3.00	\$3,171
Duplex Home	3.50	\$3,700
Single Family Home	3.50	\$3,700



EXHIBIT B: NON-RESIDENTIAL CONNECTION FEE

2006 WATER SYSTEM CONNECTION FEE UPDATE United City of Yorkville, Kendall Co., IL

Water Meter Size	Water Connection Fee
· Less Than Or Equal To 1"	\$3,700
1 1/2"	\$4,000
2 ⁿ	\$5,000
3"	\$8,000
4"	\$15,000
6" and Larger	TBD

Legend

Non-Residential Land Use shall be considered all land uses other than those defined in Exhibit A, Page 1
TBD = Connection Fee To Be Determined By City
Council on a Case-By-Case Basis



STATE OF ILLINOIS)		4/1/97
)		5.2.97
COUNTY OF KENDALL)		5.7.97
			5.15.97
		97-11	5.16.97
		4 1-11	

ORDINANCE ESTABLISHING A FEE TO FUND A NEW SANITARY SEWER RIVER CROSSING IN THE UNITED CITY OF YORKVILLE

WHEREAS, the cost of providing sanitary sewer service has risen substantially over the last several years; and

WHEREAS, the City of Yorkville has been required to provide sanitary sewer services and maintenance as a result of the increase in development and usage of City sanitary sewer mains; and

WHEREAS, the Yorkville Bristol Sanitary District which provides sanitary sewer treatment for the sewage transmitted through the City of Yorkville sanitary sewer mains has experienced a dramatic increase in demand for treatment of sanitary sewage; and

WHEREAS, studies conducted by the Yorkville Bristol Sanitary District and considered by the City of Yorkville's Engineer and Economic Development Committee have shown and found that there is not sufficient capacity in the current Fox River crossing siphons to transmit sewage to the Yorkville Bristol Sanitary District Treatment facility located on the north side of the Fox River, capable of addressing the demands from new development; and

WHEREAS, City of Yorkville will front fund the cost of a new river crossing by the Yorkville Sanitary District; and

WHEREAS, the City has established a fund to recover \$595,000.00 to be given to the Yorkville Sanitary District by the City for the construction of a river crossing to transport sewage to the Yorkville Bristol Sanitary District plant on the north side of the Fox River.

NOW THEREFORE BE IT ORDAINED BY THE UNITED CITY OF YORKVILLE a Sanitary Sewer River Crossing Fee is hereby established to fund a sanitary sewer river crossing in the UNITED CITY OF YORKVILLE under the following terms:

- 1. A fee is hereby established payable for each P.E. or Drain Unit at the issuance of every building permit issued by the United City of Yorkville, for any parcel of real property located within the Sanitary Sewer Service area depicted in the attached Exhibit "A" incorporated herein by reference.
- A) For purposes of residential sanitary sewer conversions, P.E. shall be calculated at the rate of \$25.00 per P.E. for single family residential properties.
 - B) For all other properties the fee shall be calculated on the basis of \$25.00. per Drain Unit, as calculated per Ordinance No. 96-11.
 - C) The above fees will in addition, accumulate interest from the time of expenditure by the City at a rate of 8% per annum.
- 2. The above fees are to be paid for all building permits issued on real property located within the Sanitary Sewer Service area depicted in the attached Exhibit "A" incorporated herein by reference for which a new sanitary sewer connection is required.
- 3. The fee is applicable to both areas within the United City of Yorkville and areas/property outside the City boundaries which hooks-on to the City of Yorkville Sanitary Sewer System and serviced by Yorkville Bristol Sanitary District Plant.
- 4. This fee shall be required to be paid on all affected real properties after the effective date this Ordinance is passed and approved by the City Council; and due publication thereof.
 - 5. The fees to be charged under the terms of the Ordinance shall be imposed for a period of

20 years from the date of the passage of this Ordinance by the City Council of the United City of Yorkville.

This fee is in addition to any other fees charged by the City of Yorkville for any other purpose including any other sanitary sewer fees.

That should any provision of this Ordinance be found to be invalid then the remaining portion of the Ordinance shall remain in full force and effect. This Ordinance shall be effective as to all building permits issued by the UNITED CITY OF YORKVILLE starting June 1, 1997

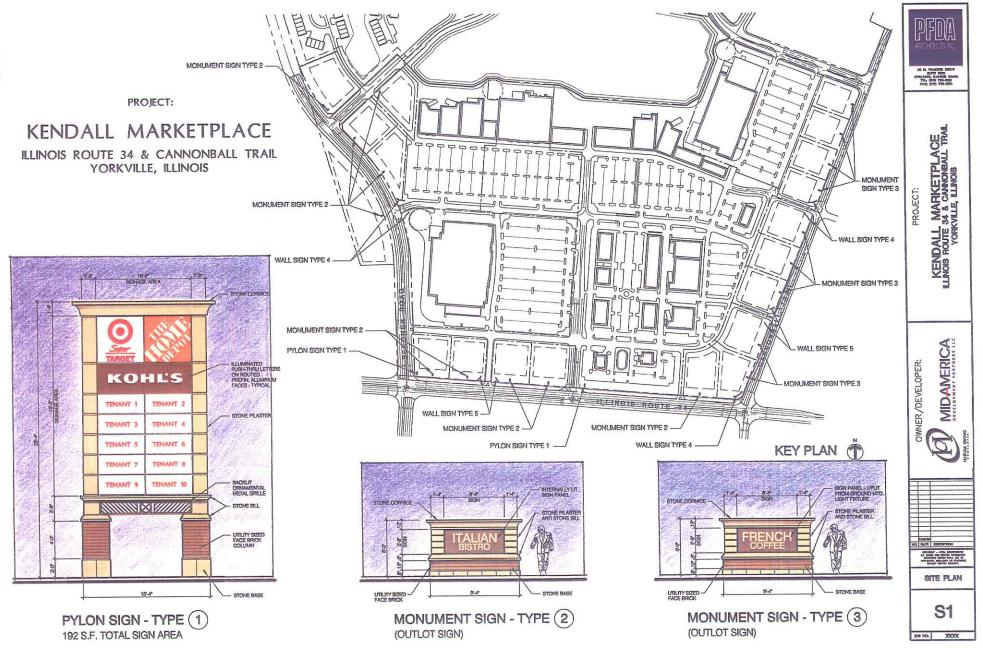
Passed and approved this

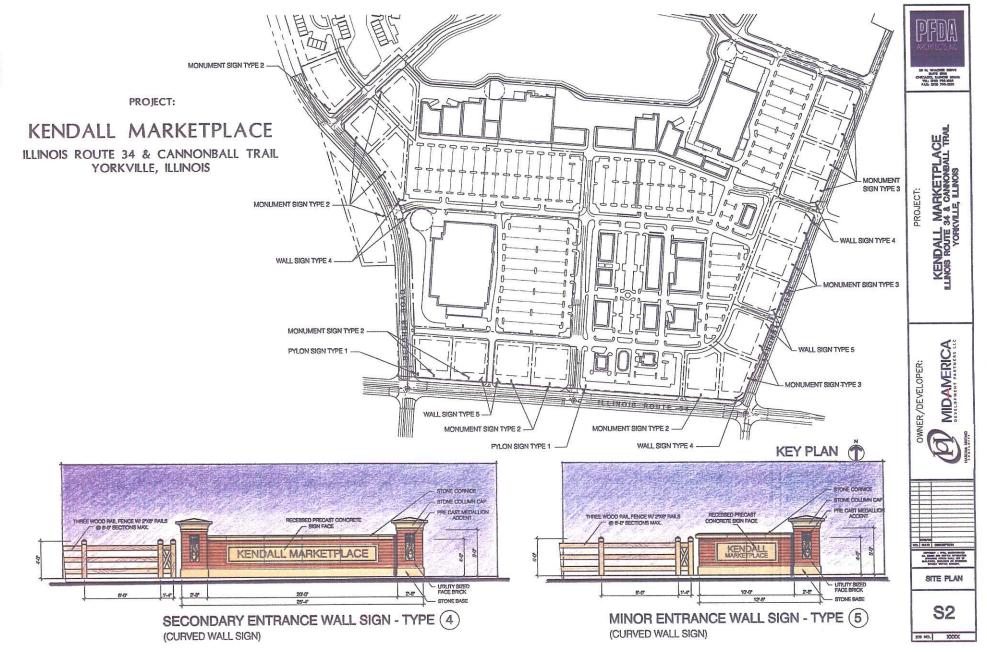
MAYOR

ATTEST

CITY CLERK

Sanitary Sewer River Crossing Service Area VENCTO CPA OOM ED





PUBLIC NOTICE NOTICE OF PUBLIC HEARING **BEFORE** THE UNITED CITY OF YORKVILLE

PLANNING & ZONING COMMISSION PZC 2018-05

NOTICE IS HEREWITH GIVEN THAT McCue Builders, Inc., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting amendment to the Kendall Marketplace Planned Unit Development Agreement to permit a revision to Article III of said agreement regarding Design Standards for new construction residential lots within the Kendall Marketplace development. The real property is generally located north of US 34, west of Cannonball Trail, immediately north of Blackberry Shore Lane in Yorkville, Illinois.

The legal description is as follows:

LOTS 24 TO 51, IN KENDALL MARKETPLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 19, 20, AND 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 2007 AS DOCUMENT NUMBER 20070001 4779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, April 11, 2018 at 7 p.m. at the United City of Yorkville, City Council Chambers, located at 800 Game Farm Road, Yorkville, Illinois 60560.

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

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

> **BETH WARREN** City Clerk

BY: Lisa Pickering Deputy Clerk

STATE OF ILLINOIS)	
)	SS
COUNTY OF KENDALL)	

Ordinance	No.	2018-	
OI WIIIWIICC	1100	-010	

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AMENDED CONDITIONS FOR THE KENDALL MARKETPLACE PLANNED UNIT DEVELOPMENT

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

WHEREAS, the Mayor and City Council approved by Ordinance Number 2006-125 dated October 26,2006, AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR KENDALL MARKETPLACE, establishing an amendment to the Kendall Marketplace planned unit development which was recorded in the office of the Kendall County Recorder as document 200700002839 on January 24, 2007; and,

WHEREAS, McCue Builders Inc. (the "Developer") has filed an application to amend the final planned unit development single-family detached residential unit design standards for Kendall Marketplace contained in the planned unit Development Agreement; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on the 11th day of April, 2018, to consider the request for the approval of the amended conditions of the planned unit development; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-8-10 of the Zoning Ordinance in the Yorkville City Code and made a recommendation to the Mayor and City Council ("the Corporate Authorities") for approval of the amended planned unit development conditions.

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

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

Section 2: That the Corporate Authorities hereby approve the amendment of Article III paragraph 1 of the planned unit Development Agreement by deleting said paragraph and adding the following:

- "1. Single-family Detached Residential Unit Design Standards:
 - a. All homes shall have some type of covered porch on the front elevation,
 - b. All homes shall have a 2-car garage with raised panel garage doors,
 - c. All front elevation windows shall have grilles in the windows,
 - d. All homes shall have architectural shingles,
 - e. At least 75% of the homes shall have at least a 7/12 pitch on the main roof,
 - f. At least 75% of the homes shall have at least 25% brick or stone on the first floor elevation on the walls that run parallel to the street, and
 - g. Homes that do not have any brick or stones on the front elevation shall be required to have the following:
 - 1) All windows on the front elevation shall have shutters or be wrapped with 4 inch trim,
 - 2) Windows in the upper panel of the garage door, and
 - 3) Some type of Shake siding or Batten Board siding on the front elevation."

for the Subject Property, legally described as:

Lots 24 through 51, in Kendall Marketplace Subdivision, being a subdivision of part of Sections 19, 20, and 29, Township 37 North, Range 7 East of the third principal meridian, recorded May 7, 2007 as document number 200700014779 in the United City of Yorkville, Kendall County, Illinois,

with Property Index Number(s) of 02-20-354-006; 02-20-354-005; 02-20-354-004; 02-20-354-003; 02-20-354-002; 02-20-380-002; 02-20-380-001; 02-20-380-003; 02-20-354-001; 02-20-352-010; 02-20-380-004; 02-19-480-008; 02-19-480-007; 02-19-480-006; 02-19-480-005; 02-19-480-004; 02-19-480-003; 02-20-352-009; 02-20-352-008; 02-20-352-007; 02-20-352-005; 02-20-352-004; 02-20-352-003; 02-20-352-001; 02-19-480-002; 02-19-480-009; 02-20-352-002; 02-20-352-006; 02-19-480-001.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this					
day of		_, 2018.			
		CITY	CLERK		
CARLO COLOSIMO		KEN KOCH			
JACKIE MILSCHEWSKI _		ARDEN JOE PLOCI	HER		
CHRIS FUNKHOUSER _		JOEL FRIEDERS			
SEAVER TARULIS _		ALEX HERNANDE	Z		

	Approved by me, as Ma	yor of the United City of	Yorkville,	Kendall	County,	Illinois,	this
_	day of	, 2018.					
			MAY()R			



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

Agenda Item Number

Planning and Zoning Commission #3

Tracking Number

PZC 2018-04 and EDC 2018-29

Agenda Item Summary Memo		
Title: Prestwick of Yorkville (YCHS) – 3 rd Annexation Agreement & Final Plat Amendment		
Meeting and Date: City Council - April 24, 2018		
Synopsis: Requested 3 rd Amendment to the Annexation Agreement regarding required access off of		
Ashley Road & IL Rte. 126 & Ashley Road intersection improvements & Final Plat approval		
Council Action Previously Taken:		
Date of Action: 05/13-14 Action Taken: Approval of Ord. 2014-57		
Item Number: PC 2014-07		
Type of Vote Required: Supermajority (Annex Agr. Amend) Majority (Final Plat)		
Council Action Requested: Vote		
Submitted by: Krysti Barksdale – Noble, AICP Community Development		
Name Department		
Agenda Item Notes:		
See attached memo.		

Memorandum



To: City Council

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

CC: Bart Olson, City Administrator

Date: April 13, 2018

Subject: PZC 2018-04 Prestwick of Yorkville – Yorkville Christian School

Request for 3rd Amendment to Annexation Agreement

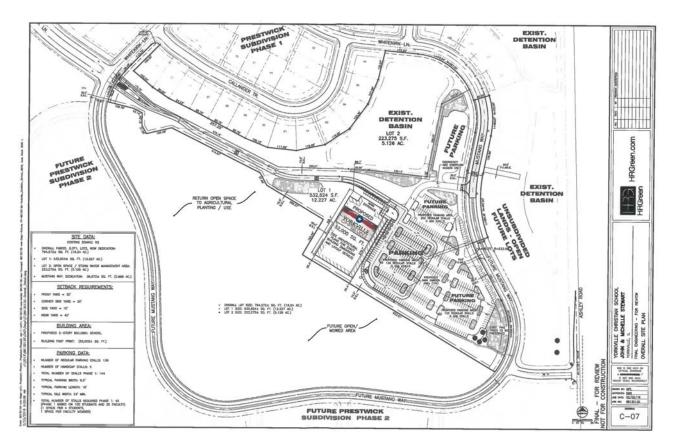
Summary

As the City Council will recall, the petitioners, John and Michelle Stewart, purchased the incomplete Prestwick of Yorkville subdivision in March 2013 and were granted approval of an amendment to the original annexation agreement (Ord. 2013-56) with a revised final plat of Unit 2 to construct a new Christian high school focused on agricultural studies in October 2014. As originally proposed, the school would have a maximum student capacity of 850 students but would be constructed in phases with the first phase accommodating about 100 students. The 2013 overall site plan indicated a school size of approximately 25,000 square feet with primary school traffic occurring off of Ashley Road, as illustrated below.



Since that time, the applicants have secured the a permit from the Illinois Department of Transportation (IDOT) to make intersection improvements at Route 126 and Penman Road, work towards the completion of punch list items in Unit 1 of the subdivision, and obtain earthwork and foundation permits for the school site. However, no intersection or roadway improvements to IL Route 126 at Penman, intersection of Ashley Road and IL Route 126, nor the Ashley Road improvements adjacent to school lot have occurred.

The petitioners originally sought to amend the current annexation agreement to relieve them from completing required intersection improvements to Ashley Road and Illinois Route 126, and constructing an access roadway off of Ashley Road from the Yorkville Christian school site until such time homes in Phase II of the Prestwick (Ashley Pointe) development are being constructed. However, upon feedback from staff, the Economic Development Committee (EDC) and the feedback during a public hearing on April 10, 2018, the petitioners are now seeking to complete the construction of the Ashley Road & IL 126 and the Ashley Road access for the school improvements within seven (7) years from the date of ordinance approval.



Additionally, and not part of the amended annexation agreement request, the petitioner's have revised the overall layout of the school site and increased the building pad size to 52,000 square feet to accommodate 300 students and an indoor gymnasium. Staff has learned since the April 10th public hearing by way of the recent submittal of full building plans, that the actual total overall building area for the school will be 75,600 square feet. This includes a 1st floor of 49,500 square feet, two (2) mezzanine areas of 21,600 square feet (10,800 square feet each) and a basement area of 4,500 square feet. It should be noted, this change does not alter the proposed site plan, the projected student population or required parking calculations.

Project Background

Below is a chronological bullet point summation of the City Council approvals related to this project since the purchase of the stalled development by the current petitioners:

 Per the amended Annexation Agreement approved in 2013 (Ord. No. 2013-56) Lot 358 of the original Final Plat was resubdivided for the purpose of accommodating the new private high school.

- Per Ordinance 2013-56, the developer was given credit against all City and County required road impact fees to which would be collected at time of building permit issuance based upon the understanding that the developer would make roadway improvements to IL Route 126 at Penman, Ashley Road and IL Route 126 intersection and <u>Ashley Road improvements adjacent to Lot 358</u> where the new school will be located.
- Per Ordinance 2013-56, the Developer agreed to provide all required security for the high school development and roadways.
- Per Ordinance 2013-56, the City agreed to allow the school to open with forty percent (40%) of the required parking in place and the remaining sixty percent (60%) to be land banked and installed as determined by the City.
- Ordinance 2014-57, approved in October 2014 authorizing the Final Plat for the school, stipulated in Exhibit B that the improvements to IL Route 126 at Penman and IL Route 126 at Ashley Road must be substantially completed prior to the issuance of an occupancy permit for the school.
- Ordinance 2014-26, approved in May 2014, allowed for the release/reduction in the security requirements for the roadway completion as part of the development with the written acknowledgement and agreement by the Owner/Developer that no certificate of occupancy for the school or any other structure constructed on the property will be issued by the City until such time a deposit sufficient for the roadway improvements related to the Il Route 126 intersection with IDOT has been provided.

Annexation Agreement Amendment

Section 2 of the Second Amendment stated that "the Developer will provide any required security for the high school improvements, <u>including roadways</u>". Per the recent public hearing, <u>the developers' revised request has been amended to stipulate the proposed new language below:</u>

- a. The Developer acknowledges its responsibility for all required security for the high school improvements, including roadways.
- b. Owner/Developer agrees not to construct any permanent access roadway from the Yorkville Christian School site to Ashley Road until the intersection improvements for Ashley Road and Route 126 are completed.
- c. The City agrees that a temporary emergency access off of Ashley Road shall be constructed.
- d. The City agrees that the intersection improvements for Ashley Road and Route 126 (Intersection Improvements) shall be completed by Owner/Developer within seven (7) years from the date of the execution of this Third Amendment ("Intersection Improvement Completion Date").
- e. Developer will perform the necessary engineering, prepare the necessary application, and prepare the necessary drawings and plans to apply to Illinois Department of Transportation (IDOT) for the permit to complete the Intersection Improvements, apply for the permit from IDOT and install the Intersection Improvements pursuant to the permit issued by IDOT on or before the Intersection Improvement Completion Date.
- f. Developer shall not be responsible for delays caused by the following: acts of God, fire, strikes, war, riots, governmental regulation or restriction, labor or material shortages, damage by the elements, force majeure, or any other cause or casualty beyond the control of Developer that might delay the installation of the Intersection Improvements.

g. The City requires security from Developer/Owner for the Intersection Improvements at Route 126 and Ashley Road, said security to be released at such time as Owner/Developer has deposited sufficient security for said Intersection Improvements with IDOT, and the City has received confirmation from IDOT of the receipt of such security.

All other provisions of the original, First and Second amended annexation agreements will remain in effect.

The evolution of the above final recommended annexation agreement amendment language occurred as follows:

- 1. Petitioners' application (March 2) proposed to postpone the <u>commencement</u> of intersection improvements to Ashley Road and IL Rte. 126 and Ashley Road until the final platting of Unit 2 in the Prestwick Subdivision.
- 2. Plan Council's (March 22) recommendation was to postpone the <u>commencement</u> of intersection improvements to Ashley Road and IL Rte. 126 and Ashley Road until issuance of the 75th permit for final certificate of occupancy within Unit 1 of the Prestwick Subdivision.
- 3. Economic Development Committee (EDC) (April 3) discussion resulted in a recommendation of postponement of the <u>completion</u> of intersection improvements to Ashley Road and IL Rte. 126 and Ashley Road by the issuance of the 75th permit for final certificate of occupancy or within 7 years, whichever comes first (in*correctly interpreted by staff and the petitioners as the commencement of construction rather than the completion of constructions*)
- 4. City Council public hearing (April 10) Staff clarifies the threshold for the intersection improvements to Ashley Road and IL Rte. 126 and Ashley Road is by the <u>completion</u> of the 75th permit for final certificate of occupancy or within 7 years, whichever comes first. However, the petitioners request is for the deletion of the 75th permit threshold, leaving just the 7 year timeframe for the <u>completion</u> of all roadway improvements.
- 5. Current proposal before the City Council (April 24) is the completion of all roadway improvements to Ashley Road and IL Rte. 126 and Ashley Road be completed within 7 years from the date of this ordinance approval.

Traffic Study Analysis:

The petitioner's have provided an addendum to the original Traffic Study prepared in 2013 by KLOA Inc., transportation engineers. The original Traffic Study took into consideration the traffic impacts of the proposed school at maximum enrollment (850 students), Phase I and Phase II residential build out and the utilization of two (2) access roads that will serve the development, Ashley Road and the intersection of IL Rte 126 and Penman. Ashley Road was to serve as the primary access point for the school traffic, while IL Rte 127 and Penman would be a secondary access point for the school and the main access for the residential units. This report also assumed a 2% rate of traffic growth per year. At the conclusion of the study, it was determined that the addition of the new traffic generated from the school and full build-out of the Prestwick subdivision (Phases I and II) could be accommodated by the required roadway improvements to IL Rte. 126 and Penman, IL Rte. 126 and Ashley Road and Ashley Road. Further it was recommended that westbound left-turn lanes should be provided on II Rte. 126 at the intersections with Ashley Road and Penman Road.

The addendum prepared by KLOA, Inc. dated February 16, 2018, considered the revised site plan, school enrollment at full capacity (850 students) and the build out of only Phase I of the subdivision with the only vehicular access off of IL Rte. 126 and Penman Road. The report also projected a 1% rate of traffic growth per year. The findings of the traffic addendum concluded the connection to Ashley Road for the school was not needed to accommodate the estimated traffic generated by both the school and the complete build-out of the residential homes in Phase I of the development.

Since the assumptions in the addendum to the traffic study were incongruent with those used in the original study, staff requested additional information be provided. The attached revised traffic impact study analyzed the impacts of a proposed 850-student high school at full capacity within the existing 108-single-family home residential subdivision. It is the conclusion of the study that the intersection of IL 126 and Penman Road will accommodate and support the traffic from the proposed school and also residential development by providing the recommended improvements of an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as providing a separate northbound left-turn lane and a northbound right-turn lane on Penman Road.

Additionally, the petitioner has contacted IDOT for confirmation and concurrence that the traffic study's conclusions are accurate with regards to Il Rte 126 and Penman Road being able to accommodate the student and resident vehicular traffic. The petitioners have not received a response from IDOT since it resubmitted their revised engineering plans a few weeks ago. We anticipate there will not be an issue with the traffic study's findings or revised engineering plans; however, should there be any comments from IDOT on the plans, staff can easily incorporate as a punchlist work item.

Staff Comments/Recommendations:

Staff is **supportive** of recommending the roadway improvements (access point) off of Ashley Road adjacent to the school site and the intersection of IL Rte 126 and Ashley Road be completed within seven (7) years from the date of ordinance execution for the 3rd amendment, in addition to posting sufficient security deposit in the form of a letter of credit, bond or cash to cover the required future roadway improvements.

Attachments:

- 1. Draft Revised Ordinance
- 2. Staff's Memo to the City Council dated April 3, 2018.
- 3. Copy of Petitioners' Amended Annexation Agreement Application.
- Ordinance No. 2013-56 1st Amended Annexation Agreement.
 Ordinance No. 2014-26 2nd Amended Annexation Agreement.
- 6. Plan Council Memorandum dated March 13, 2018 prepared by the Community Development Director.
- 7. EEI Review letter dated March 14, 2018 prepared by Brad Sanderson, City Engineer.
- 8. Revised Traffic Study Addendum dated March 30, 2018, prepared by KLOA
- 9. Copy of Public Notice

Ordinance No.2018-

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A THIRD AMENDMENT TO THE ANNEXATION AGREEMENT OF YORKVILLE FARMS DEVELOPMENT AND THE UNITED CITY OF YORKVILLE

(Prestwick of Yorkville Subdivision)

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

WHEREAS, Section 11-15.1-1 *et seq*. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et. seq*.) grants the City with authority to enter into an annexation agreement with one or more owners of land in an unincorporated territory; and,

WHEREAS, on April 26, 2005, by Ordinance No. 2005-30, the Mayor and City Council (the "Corporate Authorities") authorized the execution of an Annexation Agreement of Yorkville Farm Development (the "Original Agreement"), which Original Agreement was recorded with the Kendall County Recorder's Office on December 19, 2005 as document #200500039118; the Original Agreement, among other things, provided for the zoning of an approximately 190 acre parcel of real property (the "Property") owned by John C. Stewart and Michelle L. Stewart (the "Owners") as R-2 Single Family Resident District; and,

WHEREAS, on October 8, 2013 and May 27, 2014, by Ordinance Nos. 2013-56 and 2014-26, the Corporate Authorities approved first and second amendments to the Original Agreement, which amendments were recorded with the Kendall County Recorder's Office on October 30, 2013 and February 3, 2015 as document #201300022150 and document #201500001628, respectively; said amendments approved a revised plat of subdivision, established permitted uses for a portion of the Property to be developed as a school, changed the

name of the subdivision provided for in the Original Agreement to Ashley Pointe, and revised

certain aspects of the Owners' security requirements; and,

WHEREAS, the Owner/Developer has now requested to amend the Original Agreement

and subsequent amendments thereto to delay the construction of certain intersection roadway

improvements to Ashley Road and Route 126; and,

WHEREAS, the Corporate Authorities believe it to be in the best interests of the City

and its residents to grant the Owners' request pursuant to the terms and conditions as set forth in

a third amendment.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the

United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That the recitals in the preambles to this Ordinance are incorporated into this

Section 1 as if fully set forth herein.

Section 2. That the Third Amendment to the Annexation Agreement of Yorkville Farms

Development and the United City of Yorkville, attached hereto and made a part hereof, is hereby

approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute

and deliver said Third Amendment and undertake any and all actions as may be required to

implement its terms on behalf of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and

approval as provided by law.

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

this _____, A.D. 2018.

CITY CLERK

CARLO COLOSIMO	KEN KOCH	
JACKIE MILSCHEWSKI	ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER	JOEL FRIEDERS	
SEAVER TARULIS	ALEX HERNANDEZ	
•	or of the United City of Yorkville, Kendall (County, Illinois
this day of	, A.D. 2018.	
	MAYOR	
Attest:		
CITY CLERK	_	

THIRD AMENDMENT TO THE ANNEXATION AGREEMENT OF YORKVILLE FARMS DEVELOPMENT AND THE UNITED CITY OF YORKVILLE

(Prestwick of Yorkville Subdivision)

This Third Amendment to the Annexation Agreement of Yorkville Farm Development (Prestwick of Yorkville Subdivision) (the "Amendment"), is made and entered into this ____ day of ______, 2018, by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation (the "City"), and the owner of record John C. Stewart and Michelle L. Stewart ("Owner" or "Developer" or "Owner/Developer").

WITNESSETH

WHEREAS, Owner owns fee simple title to the real property which is legally described in Exhibit A attached hereto, consisting of approximately 190 acres, more or less (hereinafter "*Property*"); and,

WHEREAS, on April 26, 2005, the Mayor and City Council (the "Corporate Authorities") entered into an Annexation Agreement of Yorkville Farm Development (the "Original Agreement") which provided for the zoning of the Property as R-2 Single Family Resident District established the required infrastructure and public improvements deemed necessary to serve the Property when developed, and set forth the required donations, fees and security to guarantee the completion and maintenance of the public improvements; and,

WHEREAS, on October 8, 2013, the Corporate Authorities approved the First Amendment to the Annexation Agreement of Yorkville Farms Development and the United City of Yorkville (Prestwick of Yorkville Subdivision) (the "First Amendment") which among other things, approved a revised plat of subdivision; established permitted uses for a portion of the Property to be developed as a school, changed the name of the Subdivision to Ashley Pointe; and revised the security requirements of the Owner/Developer to include security for the school improvements including roadways; and,

WHEREAS, on May 27, 2014, the Corporate Authorities approved the Second Amendment to the Annexation Agreement of Yorkville Farms Development and the United City of Yorkville (Ashley Pointe Subdivision f/k/a Prestwick of Yorkville) (the "Second Amendment") which among other things, reduced the security requirements of the Owner/Developer including roadways; and

WHEREAS, the Owner/Developer has now requested to amend the Original Agreement and subsequent amendments thereto to revise the language reducing the security requirements of the Owner/Developer, including roadways.

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

- 1. The foregoing Preambles are hereby adopted as if fully restated herein.
- 2. Section 2 of the Second Amendment, which amended Paragraph 4 of the First Amendment, which amended Paragraph 6 of the Original Agreement stating that "the Developer will provide any required security for the high school improvements, including roadways", is further amended by amending Section 2 as follows:
 - a. The Developer acknowledges its responsibility for all required security for the high school improvements, including roadways.
 - b. Owner/Developer agrees not to construct any permanent access roadway from the Yorkville Christian School site to Ashley Road until the intersection improvements for Ashley Road and Route 126 are completed.
 - c. The City agrees that a temporary emergency access off of Ashley Road shall be constructed.
 - d. The City agrees that the intersection improvements for Ashley Road and Route 126 (Intersection Improvements) shall be completed by Owner/Developer within seven (7) years from the date of the execution of this Third Amendment ("Intersection Improvement Completion Date").
 - e. Developer will perform the necessary engineering, prepare the necessary application, and prepare the necessary drawings and plans to apply to Illinois Department of Transportation (IDOT) for the permit to complete the Intersection Improvements, apply for the permit from IDOT and install the Intersection Improvements pursuant to the permit issued by IDOT on or before the Intersection Improvement Completion Date.
 - f. Developer shall not be responsible for delays caused by the following: acts of God, fire, strikes, war, riots, governmental regulation or restriction, labor or material shortages, damage by the elements, force majeure, or any other cause or casualty beyond the control of Developer that might delay the installation of the Intersection Improvements.
 - g. The City requires security from Developer/Owner for the Intersection Improvements at Route 126 and Ashley Road, said security to be released at such time as Owner/Developer has deposited sufficient security for said Intersection Improvements with IDOT, and the City has received confirmation from IDOT of the receipt of such security.

3. All other terms and conditions o	of the Original Agreement, as amended by the First and
Second Amendments, remain in full force	and effect.
IN WITNESS WHEREOF, the pa	arties have hereunto set their hands on this day of
, 2018.	
	United City of Yorkville, an Illinois municipal Corporation
	By: Mayor
Attest:	
City Clerk	
	John C. Stewart
	Michelle L. Stewart

EXHIBIT A

UNIT ONE:

LOTS 1 THROUGH 10, INCLUSIVE, LOTS 12 THROUGH 41, INCLUSIVE, LOTS 43 THROUGH 50, INCLUSIVE, LOTS 52 THROUGH 63, INCLUSIVE, LOT 65 THROUGH 108, INCLUSIVE, LOTS 357 THROUGH 363, INCLUSIVE, AND LOT 365 IN PRESTWICK OF YORKVILLE UNIT 1, BEING A SUBDIVISION OF PART OF SECTIONS 3 & 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006, AS DOCUMENT NUMBER 200600035287, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

UNIT TWO:

THAT PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1776.14 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 40 MINUTES 34 SECONDS EAST, 258.23 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 38 DEGREES 32 MINUTES 30 SECONDS EAST, AN ARC LENGTH OF 31,79 FEET: THENCE NORTH 41 DEGREES 45 MINUTES 34 SECONDS EAST, 269.09 FEET: THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 68 DEGREES 21 MINUTES 45 SECONDS EAST, AN ARC LENGTH OF 262.80 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 05 SECONDS EAST, 0.59 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF NORTH 54 DEGREES 36 MINUTES 04 SECONDS EAST, AN ARC LENGTH OF 35.22 FEET; THENCE SOUTH 75 DEGREES 45 MINUTES 48 SECONDS EAST, 70.00 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 265.00 FEET AND A CHORD BEARING OF SOUTH 14 DEGREES 09 MINUTES 29 SECONDS WEST, AN ARC LENGTH OF 0.73 FEET; THENCE SOUTH 75 DEGREES 55 MINUTES 15 SECONDS EAST, 145.79 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS WEST, 61.16 FEET; THENCE SOUTH 29 DEGREES 47 MINUTES 52 SECONDS EAST, 37.26 FEET; THENCE NORTH 76 DEGREES 49 MINUTES 03 SECONDS EAST, 116.69 FEET; THENCE SOUTH 81 DEGREES 47 MINUTES 13 SECONDS EAST, 153,95 FEET: THENCE SOUTH 63 DEGREES 29 MINUTES 31 SECONDS EAST, 112.02 FEET; THENCE SOUTH 45 DEGREES 59 MINUTES 45 SECONDS EAST, 111.92 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 15 SECONDS EAST, 55.65 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 45 SECONDS EAST, 90.04 FEET; THENCE NORTH 82 DEGREES 41 MINUTES 33 SECONDS EAST, 88.65 FEET; THENCE NORTH 87 DEGREES 00 MINUTES 20 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 53 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 08 SECONDS EAST, 85.86 FEET; THENCE SOUTH 83 DEGREES 43 MINUTES 10 SECONDS EAST, 238.13 FEET; THENCE NORTH 04 DEGREES 45 MINUTES 16 SECONDS EAST, 13.20 FEET; THENCE NORTH 11 DEGREES 14 MINUTES 44 SECONDS EAST, 288.09 FEET; THENCE NORTH 62 DEGREES 41 MINUTES 24 SECONDS EAST, 127.61 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 267.00 FEET AND A CHORD BEARING OF SOUTH 22 DEGREES 18 MINUTES 37 SECONDS EAST, AN ARC LENGTH OF 46.60 FEET; THENCE NORTH 72 DEGREES 41 MINUTES 23 SECONDS EAST, 216.00 FEET: THENCE SOUTH 10 DEGREES 59 MINUTES 02 SECONDS EAST, 106.45 FEET:

THENCE SOUTH 01 DEGREES 40 MINUTES 08 SECONDS WEST, 106.45 FEET: THENCE SOUTH 10 DEGREES 43 MINUTES 58 SECONDS WEST, 86.80 FEET; THENCE SOUTH 11 DEGREES 14 MINUTES 44 SECONDS WEST, 80.00 FEET; THENCE SOUTH 07 DEGREES 24 MINUTES 58 SECONDS WEST, 72.99 FEET; THENCE SOUTH 05 DEGREES 14 MINUTES 55 SECONDS EAST. 71.04 FEET; THENCE SOUTH 18 DEGREES 06 MINUTES 54 SECONDS EAST, 71.04 FEET; THENCE SOUTH 27 DEGREES 45 MINUTES 40 SECONDS EAST, 77.42 FEET; THENCE SOUTH 28 DEGREES 15 MINUTES 03 SECONDS EAST, 80.00 FEET; THENCE SOUTH 27 DEGREES 34 MINUTES 17 SECONDS EAST, 87.88 FEET; THENCE SOUTH 15 DEGREES 28 MINUTES 24 SECONDS EAST, 106.01 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 03 SECONDS EAST, 52.39 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 09 SECONDS EAST, 84.51 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10: THENCE SOUTH 01 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 74.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 27 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, 1006.36 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO ROBERT M. AND ELAINE E. STEWART BY DOCUMENT NO. 72-5656; THENCE SOUTH 88 DEGREES 04 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS PER DOCUMENT NO. 72-5656, 2655.55 FEET TO THE SOUTHWEST CORNER OF SAID LANDS PER DOCUMENT NO. 72-5656, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, AND 1876.91 FEET SOUTHERLY OF (AS MEASURED ALONG SAID WEST LINE) THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1876.91 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS AND CONTAINING 110.29 ACRES OF LAND, MORE OR LESS.





City Council To:

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

CC: Bart Olson, City Administrator

April 4, 2018 Date:

PZC 2018-04 Prestwick of Yorkville – Yorkville Christian School Subject:

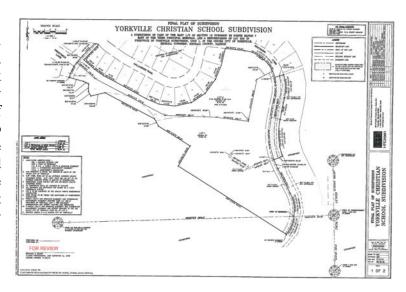
Request for Amended Final Plat Approval

Recommendation Summary

The petitioners, John and Michelle Stewart, purchased the incomplete Prestwick of Yorkville subdivision in March 2013 and were granted approval of an amendment to the original annexation agreement (Ord. 2013-56) with a revised final plat of Unit 2 to construct a new Christian high school focused on agricultural studies in October 2014. As originally proposed, the school would have a maximum student capacity of 850 students but would be constructed in phases with the first phase accommodating about 100 students.

Proposed Amended Final Plat

As proposed, the amended Final Plat of Subdivision for the school site, located in Unit 2 of the Prestwick development, will be revised to only a reduced land area of include approximately 18-acres as opposed to the original approximately 43-acre parcel for the school in the approved 2013 Final Plat. In addition, the proposed amended final plat does not include the originally planned roadway access off of Ashley Road.



Planning & Zoning Commission Action:

Upon the review of the proposed Planned Unit Development (PUD) amendment request, it was the action of the Planning and Zoning Commission to approve the following motion by vote:

In consideration of the proposed Final Plat of Subdivision for the Yorkville Christian School, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised February 21, 2018, subject to engineering staff recommendations in a letter dated March 14, 2018.

Action Item:

Harker-yes; Vinyard-yes; Olson-yes; Goins- yes; Horaz-yes; Gockman-yes

6 yes; 0 no

STATE OF ILLINOIS)
COUNTY OF KENDALL) ss)

ORDINANCE No. 2018-____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE AMENDED FINAL PLAT OF RESUBDIVISION FOR THE YORKVILLE CHRISTIAN SCHOOL SUBDIVISION

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

WHEREAS, John and Michelle Stewart (the "Petitioner") has filed an application and petition for approval of a Final Plat of Resubdivision of the *Yorkville Christian School Subdivision* being an approximately 12 acre property generally located along Illinois Route 126 between Ashley Road and Penman Road for a Christian high school focused on agricultural studies; and,

WHEREAS, the property within the Final Plat of Resubdivision of the *Yorkville Christian School Subdivision* was annexed by Ordinance 2013-56 and the original Final Plat Subdivision of the *Yorkville Christian School Subdivision* was approved by Ordinance 2014-57; and,

WHEREAS, the original Final Plat of Subdivision of the *Yorkville Christian School Subdivision* included an approximately 43 acre parcel and the Final Plat of Resubdivision of the *Yorkville Christian School Subdivision* now only includes approximately 18 acres; and,

WHEREAS, the Planning and Zoning Commission convened and held a public meeting on the 11th day of April, 2018, to consider the Final Plat of Resubdivision of *Yorkville Christian School Subdivision*; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 3 and 4 of Title 11 of the Yorkville Subdivision Control Ordinance and voted to recommendation to the Mayor and City Council ("the Corporate Authorities") the approval of the Final Plat of Resubdivision of the *Yorkville Christian School Subdivision*.

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

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

Section 2: That the Corporate Authorities hereby approve the Final Plat of Resubdivision of the *Yorkville Christian School Subdivision*, being:

a subdivision of part of the East ½ of Section 10 Township 36 North, Range 7 East of the third principal meridian, and a resubdivision of Lot 358 in Prestwick of Yorkville Subdivision, Unit 1, in the United City of Yorkville, Kendall Township, Kendall County, Illinois,

PINs 05-10-277-001 and part of 05-10-200-007,

prepared by HRGreen, Yorkville, Illinois dated last revised February 21, 2018, attached hereto and made a part hereof by reference; and authorizes the Mayor, City Clerk, City Administrator and City Engineer to execute said Plat.

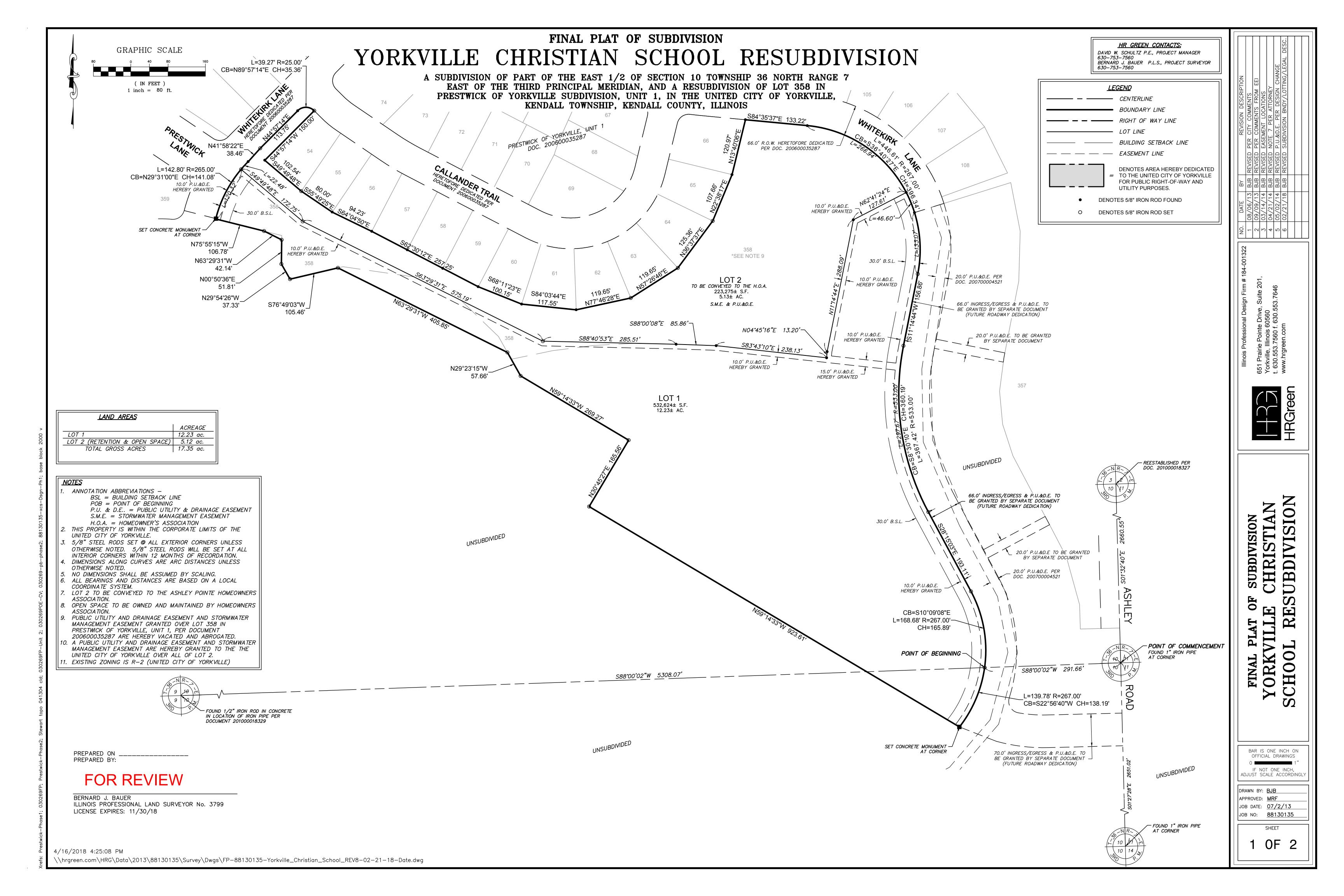
Said approval shall be subject to amendment of said Plat to comply with comments contained in a letter dated March 14, 2018 from the City's Engineering Consultant, Engineering Enterprises, Inc., attached hereto and made a part hereof by reference as Exhibit B.

Section 4: That the City Clerk is hereby authorized pursuant to Section 11-2-3.H of the Yorkville Subdivision Control Ordinance to file a copy of this ordinance and the Final Plat of Resubdivision of the *Yorkville Christian School Subdivision* with the Kendall County Recorder of Deeds within 30 days from the date of the signed approval of the Plat.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Cou	ıncil of the United C	City of Yorkville, Kendall Cou	nty, 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,	s Mayor of the United City of Yorkville, Kendall County, Illinoi	s, this
day of	, 2018.	
	Mayor	



FINAL PLAT OF SUBDIVISION
YORKVILLE CHRIST
SCHOOL RESUBDIVIS

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

DRAWN BY: BJB APPROVED: MRF JOB DATE: <u>07/2/13</u> JOB NO: <u>88130135</u>

YORKVILLE CHRISTIAN SCHOOL RESUBDIVISION

A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10 TOWNSHIP 36 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOT 358 IN PRESTWICK OF YORKVILLE SUBDIVISION, UNIT 1, IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP. KENDALL COUNTY. ILLINOIS

THIS IS TO CERTIFY THAT ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.	
THE UNDERSIGNED HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY	CITY PLANNING AND ZONING COMMISSION CERTIFICATE
ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.	STATE OF ILLINOIS)) S.S.
THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.	COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF
DATED AT,, THIS DAY OF, 20	YORKVILLE, ILLINOIS, THISDAY OF, 20
BY:	
BY:	CHAIRMAN
NOTABY OFBIGOATE	
NOTARY CERTIFICATE STATE OF)	<u>CITY ADMINISTRATOR'S CERTIFICATE</u> STATE OF ILLINOIS)
COUNTY OF) S.S.) S.S. COUNTY OF KENDALL)
I,, NOTARY PUBLIC IN AND FOR	APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THISDAY OF, 20
THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT	
PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS (HER)(THEIR) FREE AND VOLUNTARY ACT.	CITY ADMINISTRATOR
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF, 20	
	CITY CLERK'S CERTIFICATE STATE OF ILLINOIS)
NOTARY PUBLIC) S.S. COUNTY OF KENDALL)
	APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVIL ILLINOIS, BY ORDINANCE NODAY
COUNTY CLERK'S CERTIFICATE STATE OF ILLINOIS)	OF, 20
) S.S. COUNTY OF KENDALL)	
I,, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.	CITY CLERK
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,	CITY COUNCIL CERTIFICATE
ILLINOIS, THISDAY OF 20	STATE OF ILLINOIS)) S.S.
	COUNTY OF KENDALL)
COUNTY CLERK	APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILI ILLINOIS, THIS DAY OF, 20
KENDALL TOWNSHIP HIGHWAY COMMISSIONER STATE OF ILLINOIS)	MAYOR
) S.S. COUNTY OF KENDALL)	
I, DO HEREBY CERTIFY THAT ALL MATTERS PERTAINING TO THE HIGHWAY REQUIREMENTS AS DESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE	CITY ENGINEER'S CERTIFICATE
COUNTY BOARD OF KENDALL COUNTY, INSOFAR AS THEY PERTAIN TO THE ANNEXED PLAT, HAVE BEEN COMPLIED WITH. DATED THIS DAY OF, 20, 20	STATE OF ILLINOIS)) S.S.
522.V 00 2.25 5.V.25 5.V. 6.V, 20, 20	COUNTY OF KENDALL)
TOWNSHIP HIGHWAY COMMISSIONER	I,, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEM. DATED AT YORKVILLE, ILLINOIS THIS DAY OF, 20
DRAINAGE CERTIFICATE	DATED AT TORKVILLE, ILLINOIS THIS DAT OF, 20
STATE OF ILLINOIS) (SS) COUNTY OF KENDALL)	CITY ENGINEER
WE,, REGISTERED PROFESSIONAL ENGINEER AND, OWNER (OR HIS ATTORNEY) SUBMIT THE TOPOGRAPHICAL AND PROFILE STUDIES AND, TO THE BEST	
OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE	ABROGATION NOTE:
COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE	THE APPROVING AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION, AND ABROGATION
LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.	OF THE EASEMENTS AS SHOWN HEREON.
DATED THIS DAY OF,20	ACCEPTED: DATE:
OWNER (OR DULY AUTHORIZED ATTORNEY) REGISTERED PROFESSIONAL ENGINEER	
	ACCEPTED: DATE: DATE:
	ACCEPTED: DATE: DATE:
	ACCEPTED: DATE:
	

KENDALL COUNTY RIGHT TO FARM STATEMENT

KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE

ECONOMIC VIABILITY OF THE COUNTRY. PROPERTY THAT SUPPORTS THIS

INDUSTRY IS INDICATED BY A ZONING INDICATOR - A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING

IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE AND UNIQUE HOURS OF

OPERATIONS THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT

EASEMENT PROVISIONS

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

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

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

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

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

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

EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PROVISIONS

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

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

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

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

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

STORMWATER MANAGEMENT EASEMENT PROVISIONS

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

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND TO

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

<u>PEDESTRIAN AND BIKE TRAIL EASEMENT PROVISIONS</u>

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "PEDESTRIAN EASEMENT", "BIKE TRAIL EASEMENT", "PEDESTRIAN AND BIKE TRAIL EASEMENT" OR "STORMWATER MANAGEMENT EASEMENT" TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE PEDESTRIAN AND BICYCLE TRAILS, PAVED OR UNPAVED, FOR THE USE AND ENJOYMENT OF THE GENERAL PUBLIC. THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE EASEMENT AREAS HEREIN GRANTED WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, INSPECTION, MAINTENANCE AND OPERATION THEREOF. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS THAT INTERFERE WITH THE RIGHTS HEREIN GRANTED.

RECORDER'S CERTIFICATE

KENDALL COUNTY RECORDER

STATE OF ILLINOIS COUNTY OF KENDALL) THIS INSTRUMENT NO. ____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS. THIS ______, DAY OF _____O'CLOCK ____, M.

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3799, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

PART OF EAST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH LOT 358 IN PRESTWICK OF YORKVILLE, UNIT 1, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 31ST, 2006 AS DOCUMENT NUMBER 200600035287, DESCRIBED COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 88 DEGREES 00 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 291.66 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY, 139.78 FEET, ALONG AS NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 267.00 FEET. A CHORD THAT BEARS SOUTH 22 DEGREES 56 MINUTES 40 SECONDS WEST, A CHORD OF 138.19 FEET; THENCE NORTH 59 DEGREES 14 MINUTES 33 SECONDS WEST, 923.61 FEET; THENCE NORTH 30 DEGREES 45 MINUTES 27 SECONDS EAST, PERPENDICULAR TO LAST DESCRIBED LINE, 165.56 FEET; THENCE NORTH 59 DEGREES 14 MINUTES 33 SECONDS WEST, PERPENDICULAR TO LAST DESCRIBED LINE, 269,27 FEET: THENCE NORTH 29 DEGREES 23 MINUTES 15 SECONDS WEST. ALONG THE SOUTHEASTERLY EXTENSION OF A SOUTHWESTERLY LINE OF SAID LOT 358 AND SAID SOUTHWESTERLY LINE, 57.66 FEET; THENCE NORTH 63 DEGREES 29 MINUTES 31 SECONDS WEST, 405.85 FEET TO A SOUTHEASTERLY LINE OF SAID LOT 358; THENCE SOUTH 76 DEGREES 49 MINUTES 03 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, 105.46 FEET TO A CORNER OF SAID LOT 358; THENCE NORTH 29 DEGREES 54 MINUTES 26 SECONDS WEST, ALONG A SOUTHWESTERLY LINE OF SAID LOT 358. 37.33 FEET TO A CORNER OF SAID LOT 358; THENCE NORTH OO DEGREES 50 MINUTES 36 SECONDS EAST. ALONG A WESTERLY LINE OF SAID LOT 358. 51.81 FEET: THENCE NORTH 63 DEGREES 29 MINUTES 31 SECONDS WEST, 42.14 FEET TO A SOUTHERLY LINE OF SAID LOT 358; THENCE NORTH 75 DEGREES 55 MINUTES 15 SECONDS WEST, ALONG SAID SOUTHERLY LINE. 106.78 FEET TO THE WESTERLY MOST SOUTHWEST CORNER OF SAID LOT 358: THENCE ALONG THE FOLLOWING 16 COURSES, ALONG THE WESTERLY AND NORTHERLY LINES OF SAID LOT 358; (1) NORTHERLY, 142.80 FEET, ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE BEING THE WESTERLY MOST LINE OF SAID LOT 358 AND HAVING A RADIUS OF 265.00 FEET, A CHORD THAT BEARS NORTH 29 DEGREES 31 MINUTES 00 SECONDS EAST AND A CHORD OF 141.08 FEET; (2) NORTH 41 DEGREES 58 MINUTES 22 SECONDS EAST, 38.46 FEET; (3) NORTH 44 DEGREES 57 MINUTES 14 SECONDS EAST, 113.75 FEET TO A POINT OF CURVATURE; (4) EASTERLY, 39.27 FEET, ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CHORD THAT BEARS NORTH 89 DEGREES 57 MINUTES 14 SECONDS EAST AND A CHORD OF 35.36 FEET; (5) SOUTH 44 DEGREES 57 MINUTES 14 SECONDS WEST, 150.00 FEET; (6) SOUTH 49 DEGREES 49 MINUTES 48 SECONDS EAST, 102.54 FEET; (7) SOUTH 55 DEGREES 49 MINUTES 25 SECONDS EAST, 80.00 FEET; (8) SOUTH 64 DEGREES 04 MINUTES 50 SECONDS EAST, 94.23 FEET; (9) SOUTH 62 DEGREES 30 MINUTES 12 SECONDS EAST, 257.25 FEET; (10) SOUTH 68 DEGREES 11 MINUTES 23 SECONDS EAST, 100.15 FEET; (11) SOUTH 84 DEGREES 03 MINUTES 44 SECONDS EAST, 117.55 FEET; (12) NORTH 77 DEGREES 46 MINUTES 28 SECONDS EAST, 119.65 FEET; (13) NORTH 57 DEGREES 26 MINUTES 46 SECONDS EAST, 119.65 FEET; (14) NORTH 36 DEGREES 37 MINUTES 37 SECONDS EAST, 125.36 FEET; (15) NORTH 22 DEGREES 38 MINUTES 17 SECONDS EAST, 107.66 FEET; (16) NORTH 13 DEGREES 40 MINUTES 06 SECONDS EAST, 120.97 FEET TO THE NORTHERLY MOST LINE OF SAID LOT 358 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WHITEKIRK LANE, PER SAID PRESTWICK OF YORKVILLE, UNIT 1; THENCE SOUTH 84 DEGREES 35 MINUTES 37 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 133.22 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY, 313.54 FEET, ALONG SAID SOUTHERLY RIGHT—OF—WAY LINE, BEING A TANGENTIAL CURVE TO THE RIGHT. SAID CURVE HAVING A RADIUS OF 267.00 FEET. A CHORD THAT BEARS SOUTH 50 DEGREES 57 MINUTES 07 SECONDS EAST AND A CHORD OF 295.83 FEET TO A SOUTHERLY CORNER OF SAID PRESTWICK OF YORKVILLE, UNIT 1; THENCE NORTH 72 DEGREES 41 MINUTES 23 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID PRESTWICK OF YORKVILLE, UNIT AND RADIAL TO LAST DESCRIBED CURVE, 66.00 FEET; THENCE SOUTHERLY, 165.97 FEET, ALONG A NON-TANGENTIAL CURVE TO THE RIGHT. SAID CURVE HAVING A RADIUS OF 333.00 FEET. A CHORD THAT BEARS SOUTH 03 DEGREES 01 MINUTES 57 SECONDS EAST, AND A CHORD OF 164.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 11 DEGREES 14 MINUTES 44 SECONDS WEST, TANGENT TO LAST DESCRIBED CURVE, 156.86 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 261.46 FEET, ALONG A TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 467.00 FEET, A CHORD THAT BEARS SOUTH 04 DEGREES 47 MINUTES 37 SECONDS EAST AND A CHORD OF 258.06 FEET; THENCE SOUTH 69 DEGREES 48 MINUTES 26 SECONDS WEST, RADIAL TO LAST DESCRIBED CURVE, 66.00 FEET; THENCE SOUTHEASTERLY, 69.75 FEET, ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 533.00 FEET, A CHORD THAT BEARS SOUTH 24 DEGREES 30 MINUTES 08 SECONDS EAST AND A CHORD OF 69.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28 DEGREES 15 MINUTES 03 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, 193.11 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 168.68 FEET, A LONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 267.00 FEET, A CHORD THAT BEARS SOUTH 10 DEGREES 09 MINUTES 08 SECONDS EAST AND A CHORD OF 165.89 FEET, TO SAID POINT

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

OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP, KENDALL COUNTY,

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM MAP NO. 17093C0125G, BEARING AN EFFECTIVE DATE OF, FEBRUARY 4, 2009. ALL OF THE PROPERTY IS LOCATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

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

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

GIVEN UNDER MY HAND AND SEAL AT YORKVILLE, ILLINOIS, THIS _____ DAY OF ____*, 2018*.

ILLINOIS AND CONTAINING 18.01 ACRES OF LAND MORE OR LESS.

ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-3799 LICENSE EXPIRATION DATE: 11/30/18

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4/16/2018 4:25:08 PM

OWNERSHIP CERTIFICATE

COUNTY OF





To: City Council

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

CC: Bart Olson, City Administrator

Date: April 5, 2018

Subject: PZC 2018-04 Prestwick of Yorkville – Yorkville Christian School

Request for 3rd Amendment to Annexation Agreement

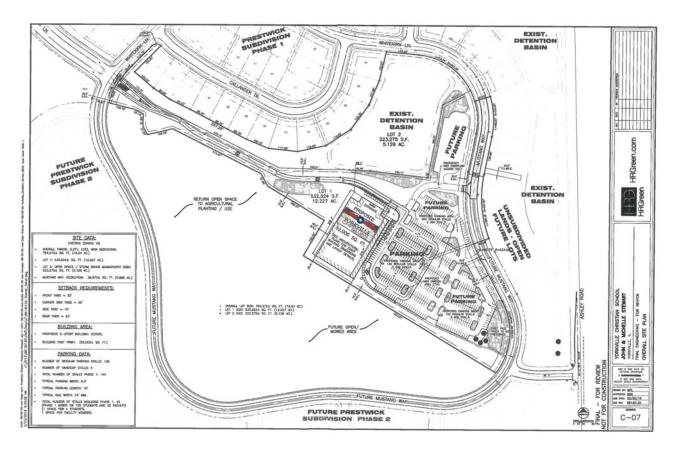
Summary

As the City Council will recall, the petitioners, John and Michelle Stewart, purchased the incomplete Prestwick of Yorkville subdivision in March 2013 and were granted approval of an amendment to the original annexation agreement (Ord. 2013-56) with a revised final plat of Unit 2 to construct a new Christian high school focused on agricultural studies in October 2014. As originally proposed, the school would have a maximum student capacity of 850 students but would be constructed in phases with the first phase accommodating about 100 students. The 2013 overall site plan indicated a school size of approximately 25,000 square feet with primary school traffic occurring off of Ashley Road, as illustrated below.



Since that time, the applicants have secured the a permit from the Illinois Department of Transportation (IDOT) to make intersection improvements at Route 126 and Penman Road, work towards the completion of punch list items in Unit 1 of the subdivision, and obtain earthwork and foundation permits for the school site. However, no intersection or roadway improvements to IL Route 126 at Penman, intersection of Ashley Road and IL Route 126, nor the Ashley Road improvements adjacent to school lot have occurred.

The petitioners originally sought to amend the current annexation agreement to relieve them from completing required intersection improvements to Ashley Road and Illinois Route 126, and constructing an access roadway off of Ashley Road from the Yorkville Christian school site until such time homes in Phase II of the Prestwick (Ashley Pointe) development are being constructed. However, upon feedback from staff and the Economic Development Committee (EDC), the petitioner's are now seeking to delay the construction of the Ashley Road & II 126 roadway improvements until the issuance of the 75th final occupancy permit within the Phase 1 of the subdivision or seven (7) years, whichever occurs first.



Additionally, and not part of the amended annexation agreement request, the petitioner's have revised the overall layout of the school site and increased the building size to 52,000 square feet to accommodate 300 students and an indoor gymnasium.

Project Background

Below is a chronological bullet point summation of the City Council approvals related to this project since the purchase of the stalled development by the current petitioners:

- Per the amended Annexation Agreement approved in 2013 (Ord. No. 2013-56) Lot 358 of the original Final Plat was resubdivided for the purpose of accommodating the new private high school.
- Per Ordinance 2013-56, the developer was given credit against all City and County required road impact fees to which would be collected at time of building permit issuance based upon the understanding that the developer would make roadway improvements to IL Route 126 at

- Penman, Ashley Road and IL Route 126 intersection and <u>Ashley Road improvements</u> adjacent to Lot 358 where the new school will be located.
- Per Ordinance 2013-56, the Developer agreed to provide all required security for the high school development and roadways.
- Per Ordinance 2013-56, the City agreed to allow the school to open with forty percent (40%) of the required parking in place and the remaining sixty percent (60%) to be land banked and installed as determined by the City.
- Ordinance 2014-57, approved in October 2014 authorizing the Final Plat for the school, stipulated in Exhibit B that the improvements to IL Route 126 at Penman and IL Route 126 at Ashley Road must be substantially completed prior to the issuance of an occupancy permit for the school.
- Ordinance 2014-26, approved in May 2014, allowed for the release/reduction in the security requirements for the roadway completion as part of the development with the written acknowledgement and agreement by the Owner/Developer that no certificate of occupancy for the school or any other structure constructed on the property will be issued by the City until such time a deposit sufficient for the roadway improvements related to the Il Route 126 intersection with IDOT has been provided.

Annexation Agreement Amendment

Section 2 of the Second Amendment stated that "the Developer will provide any required security for the high school improvements, including roadways". The developer's originally requested that the annexation agreement be further amended to stipulate the proposed new language below:

- 1. The Developer acknowledges its responsibility for all required security for the high school improvements, including roadways;
- 2. Owner/Developer agrees not to construct any permanent access roadway from the Yorkville Christian School site to Ashley Road until the intersection improvements for Ashley Road and Route 126 are completed;
- 3. The City agrees that no connection to Ashley Road other than the emergency access and no intersection improvements for Ashley Road and Route 126 (Intersection Improvements) shall be required to be made by Owner/Developer until such time as the 75th new occupancy permit is issued by the City.
- 4. Upon issuance of the 75th new occupancy permit, the City shall notify Developer, and Developer will perform the necessary engineering, prepare the necessary application, and prepare the necessary drawings and plans to apply to Illinois Department of Transportation (IDOT) for the permit to complete the Intersection Improvements, apply for the permit from IDOT and install the Intersection Improvements pursuant to the permit issued by IDOT.
- 5. Developer anticipates the process with IDOT for the permitting and construction of the Intersection Improvements to be completed in approximately three (3) years from the date of notice from the City. Developer shall not be responsible for delays caused by the following: acts of God, fire, strikes, war, riots, governmental regulation or restriction, labor or material shortages, damage by the elements, force majeure, or any other cause or casualty beyond the control of Developer that might delay the installation of the Intersection Improvements.

6. If the City is holding any security from Developer/Owner for the Intersection Improvements, said security will be released at such time as Owner/Developer has deposited sufficient security for the Intersection Improvements with IDOT, and the City has received confirmation from IDOT of the receipt of such security.

All other provisions of the original, First and Second amended annexation agreements will remain in effect.

Traffic Study Analysis:

The petitioner's have provided an addendum to the original Traffic Study prepared in 2013 by KLOA Inc., transportation engineers. The original Traffic Study took into consideration the traffic impacts of the proposed school at maximum enrollment (850 students), Phase I and Phase II residential build out and the utilization of two (2) access roads that will serve the development, Ashley Road and the intersection of IL Rte 126 and Penman. Ashley Road was to serve as the primary access point for the school traffic, while IL Rte 127 and Penman would be a secondary access point for the school and the main access for the residential units. This report also assumed a 2% rate of traffic growth per year. At the conclusion of the study, it was determined that the addition of the new traffic generated from the school and full build-out of the Prestwick subdivision (Phases I and II) could be accommodated by the required roadway improvements to IL Rte. 126 and Penman, IL Rte. 126 and Ashley Road and Ashley Road. Further it was recommended that westbound left-turn lanes should be provided on Il Rte. 126 at the intersections with Ashley Road and Penman Road.

The addendum prepared by KLOA, Inc. dated February 16, 2018, considered the revised site plan, school enrollment at full capacity (850 students) and the build out of only Phase I of the subdivision with the only vehicular access off of IL Rte. 126 and Penman Road. The report also projected a 1% rate of traffic growth per year. The findings of the traffic addendum concluded the connection to Ashley Road for the school was not needed to accommodate the estimated traffic generated by both the school and the complete build-out of the residential homes in Phase I of the development.

Since the assumptions in the addendum to the traffic study were incongruent with those used in the original study, staff requested additional information be provided. The attached revised traffic impact study analyzed the impacts of a proposed 850-student high school at full capacity within the existing 108-single-family home residential subdivision. It is the conclusion of the study that the intersection of IL 126 and Penman Road will accommodate and support the traffic from the proposed school and also residential development by providing the recommended improvements of an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as providing a separate northbound left-turn lane and a northbound right-turn lane on Penman Road.

Additionally, the petitioner has contacted IDOT for confirmation and concurrence that the traffic study's conclusions are accurate with regards to Il Rte 126 and Penman Road being able to accommodate the student and resident vehicular traffic. Staff anticipates a response from IDOT within the next few weeks, prior to final consideration of the request by City Council.

Staff Comments/Recommendations:

Staff is <u>supportive</u> of postponing the roadway improvements (access point) off of Ashley Road adjacent to the school site and the intersection of IL Rte 126 and Ashley Road <u>until after the issuance of the 75th building permit for certificate of occupancy within Phase 1 of the development or seven (7) years from the date of ordinance approval for the 3rd amendment,</u>

whichever comes first, before the developer would be required to commence construction of the roadway improvements.

Further, we <u>recommend</u> the petitioner provide an emergency access off of Ashley Road <u>and</u> post a sufficient security deposit in the form of a letter of credit, bond or cash to cover the required future intersection improvements to Ashley Road and IL Rte 126.

This recommendation is predicated upon the following:

- 1. The traffic generated from the residential build out of up to 75 units in Phase I and the full school enrollment of 850 students is able to operate at acceptable levels of service utilizing only the IL Rte 126 and Penman Road access.
- 2. The developer's need to obtain funding from the sale of the residential lots within Phase I to finance the cost of the Ashley Road access and the Ashley Road and IL Rte. 126 intersection improvements.
- 3. The petitioner's commitment to completing the IL Rte. 126 and Ashley Road intersection improvements upon issuance of the 75th final occupancy permit for residential construction in Phase I or seven (7) years from the date of approval of the amended annexation agreement, whichever comes first.
- 4. IDOT's written opinion on the proposed revised traffic study and postponed roadway improvements.

Finally, staff has confirmed the petitioners have reached out to the existing residential homeowners within the Prestwick subdivision prior to tonight's public hearing regarding the proposed amendment, since formal notification by certified mailing is not required for annexation agreement amendments. They have reported speaking with three (3) residents with the subdivision and the owner of the surrounding farmland.

Overall, the petitioner's have stated the residents were generally positive about the pending improvements to the IL Rte. 126 and Penman intersection and the potential for new home construction. While there was concern from one neighbor regarding the school traffic traversing through the neighborhood, it was relayed to staff that once the resident was told the access road to the school would be off of Prestwick Drive, the resident was relieved. The petitioner also stated they may have additional updates on their communications with the final resident in the subdivision at the public hearing.

Should the City Council have question regarding this matter, staff and the petitioners will be available at Tuesday night's public hearing.

Attachments:

- 1. Draft Ordinance
- 2. Copy of Petitioners' Amended Annexation Agreement Application.
- 3. Ordinance No. 2013-56 1st Amended Annexation Agreement.
- 4. Ordinance No. 2014-26 2nd Amended Annexation Agreement.
- 5. Plan Council Memorandum dated March 13, 2018 prepared by the Community Development Director.
- 6. EEI Review letter dated March 14, 2018 prepared by Brad Sanderson, City Engineer.
- 7. Revised Traffic Study Addendum dated March 30, 2018, prepared by KLOA
- 8. Copy of Public Notice

Ordinance No. 2018-

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A THIRD AMENDMENT TO THE ANNEXATION AGREEMENT OF YORKVILLE FARMS DEVELOPMENT AND THE UNITED CITY OF YORKVILLE

(Prestwick of Yorkville Subdivision)

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

WHEREAS, Section 11-15.1-1 *et seq*. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et. seq*.) grants the City with authority to enter into an annexation agreement with one or more owners of land in an unincorporated territory; and,

WHEREAS, on April 26, 2005, the Mayor and City Council (the "Corporate Authorities") entered into an Annexation Agreement of Yorkville Farm Development (the "Original Agreement") which, among other things, provided for the zoning of an approximately 190 acre parcel of real property (the "Property") owned by John C. Stewart and Michelle L. Stewart (the "Owners") as R-2 Single Family Resident District; and,

WHEREAS, on October 8, 2013 and May 27, 2014, respectively, the Corporate Authorities approved first and second amendments to the Original Agreement, which amendments approved a revised plat of subdivision, established permitted uses for a portion of the Property to be developed as a school, changed the name of the subdivision provided for in the Original Agreement to Ashley Pointe, and revised certain aspects of the Owners' security requirements; and,

WHEREAS, the Owner/Developer has now requested to amend the Original Agreement

and subsequent amendments thereto to delay the construction of certain intersection roadway

improvements to Ashley Road and Route 126; and,

WHEREAS, the Corporate Authorities believe it to be in the best interests of the City

and its residents to grant the Owners' request pursuant to the terms and conditions as set forth in

a third amendment.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the

United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That the recitals in the preambles to this Ordinance are incorporated into this

Section 1 as if fully set forth herein.

Section 2. That the Third Amendment to the Annexation Agreement of Yorkville Farms

Development and the United City of Yorkville, attached hereto and made a part hereof, is hereby

approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute

and deliver said Third Amendment and undertake any and all actions as may be required to

implement its terms on behalf of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and

approval as provided by law.

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

this _____, A.D. 2018.

CITY CLERK

CARLO	COLOSIMO	KEN KOCH	
JACKIE	MILSCHEWSKI	ARDEN JOE PLOCHE	R
CHRIS F	FUNKHOUSER	JOEL FRIEDERS	
SEAVER	R TARULIS	ALEX HERNANDEZ	
A	.PPROVED by me, as M	ayor of the United City of Yorkville, Ken	dall County, Illinois
this	day of	, A.D. 2018.	
		MA	AYOR
Attest:			
CITY CI	LERK		

THIRD AMENDMENT TO THE ANNEXATION AGREEMENT OF YORKVILLE FARMS DEVELOPMENT AND THE UNITED CITY OF YORKVILLE

(Prestwick of Yorkville Subdivision)

This Third Amendment to the Annexation Agreement of Yorkville Farm Development (Prestwick of Yorkville Subdivision) (the "Amendment"), is made and entered into this ____ day of ______, 2018, by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation (the "City"), and the owner of record John C. Stewart and Michelle L. Stewart ("Owner" or "Developer" or "Owner/Developer").

WITNESSETH

WHEREAS, Owner owns fee simple title to the real property which is legally described in Exhibit A attached hereto, consisting of approximately 190 acres, more or less (hereinafter "*Property*"); and,

WHEREAS, on April 26, 2005, the Mayor and City Council (the "Corporate Authorities") entered into an Annexation Agreement of Yorkville Farm Development (the "Original Agreement") which provided for the zoning of the Property as R-2 Single Family Resident District established the required infrastructure and public improvements deemed necessary to serve the Property when developed, and set forth the required donations, fees and security to guarantee the completion and maintenance of the public improvements; and,

WHEREAS, on October 8, 2013, the Corporate Authorities approved the First Amendment to the Annexation Agreement of Yorkville Farms Development and the United City of Yorkville (Prestwick of Yorkville Subdivision) (the "First Amendment") which among other things, approved a revised plat of subdivision; established permitted uses for a portion of the Property to be developed as a school, changed the name of the Subdivision to Ashley Pointe; and revised the security requirements of the Owner/Developer to include security for the school improvements including roadways; and,

WHEREAS, on May 27, 2014, the Corporate Authorities approved the Second Amendment to the Annexation Agreement of Yorkville Farms Development and the United City of Yorkville (Ashley Pointe Subdivision f/k/a Prestwick of Yorkville) (the "Second Amendment") which among other things, reduced the security requirements of the Owner/Developer including roadways; and

WHEREAS, the Owner/Developer has now requested to amend the Original Agreement and subsequent amendments thereto to delay the construction of certain intersection roadway improvements to Ashley Road and Route 126.

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

- 1. The foregoing Preambles are hereby adopted as if fully restated herein.
- 2. Section 2 of the Second Amendment, which amended Paragraph 4 of the First Amendment, which amended Paragraph 6 of the Original Agreement stating that "the Developer will provide any required security for the high school improvements, including roadways", is further amended by amending Section 2 as follows:
 - 1. The Developer acknowledges its responsibility for all required security for the high school improvements, including roadways;
 - 2. Owner/Developer agrees not to construct any permanent access roadway from the Yorkville Christian School site to Ashley Road until the intersection improvements for Ashley Road and Route 126 are completed;
 - 3. The City agrees that no connection to Ashley Road other than the emergency access and no intersection improvements for Ashley Road and Route 126 (Intersection Improvements) shall be required to be made by Owner/Developer until such time as the issuance of the 75th new certificate of occupancy within Phase 1 of the development or seven (7) years from the date this 3rd amendment is approved by ordinance, whichever comes first,
 - 4. Upon issuance of the 75th new certificate of occupancy within Phase 1 of the development or seven (7) years from the date this 3rd amendment is approved by ordinance, whichever comes first, the City shall notify Developer, and Developer will perform the necessary engineering, prepare the necessary application, and prepare the necessary drawings and plans to apply to Illinois Department of Transportation (IDOT) for the permit to complete the Intersection Improvements, apply for the permit from IDOT and install the Intersection Improvements pursuant to the permit issued by IDOT.
 - 5. Developer anticipates the process with IDOT for the permitting and construction of the Intersection Improvements to be completed in approximately three (3) years from the date of notice from the City. Developer shall not be responsible for delays caused by the following: acts of God, fire, strikes, war, riots, governmental regulation or restriction, labor or material shortages, damage by the elements, force majeure, or any other cause or casualty beyond the control of Developer that might delay the installation of the Intersection Improvements.
 - 6. The City will require security from Developer/Owner for the Intersection Improvements at Route 126 and Ashley Road in a form

acceptable to the City, said security will be released at such time as Owner/Developer has deposited sufficient security for said Intersection Improvements with IDOT, and the City has received confirmation from IDOT of the receipt of such security.

3. All other terms and conditions of the Original Agreement, as amended by the First and

Second Amendments, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this ____ day of _____, 2018.

United City of Yorkville, an Illinois municipal Corporation

By: ______
Mayor

Attest:

City Clerk

John C. Stewart

Michelle L. Stewart

EXHIBIT A

UNIT ONE:

LOTS 1 THROUGH 10, INCLUSIVE, LOTS 12 THROUGH 41, INCLUSIVE, LOTS 43 THROUGH 50, INCLUSIVE, LOTS 52 THROUGH 63, INCLUSIVE, LOT 65 THROUGH 108, INCLUSIVE, LOTS 357 THROUGH 363, INCLUSIVE, AND LOT 365 IN PRESTWICK OF YORKVILLE UNIT 1, BEING A SUBDIVISION OF PART OF SECTIONS 3 & 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006, AS DOCUMENT NUMBER 200600035287, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

UNIT TWO:

THAT PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1776.14 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 40 MINUTES 34 SECONDS EAST, 258.23 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 38 DEGREES 32 MINUTES 30 SECONDS EAST, AN ARC LENGTH OF 31,79 FEET: THENCE NORTH 41 DEGREES 45 MINUTES 34 SECONDS EAST, 269.09 FEET: THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 68 DEGREES 21 MINUTES 45 SECONDS EAST, AN ARC LENGTH OF 262.80 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 05 SECONDS EAST, 0.59 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF NORTH 54 DEGREES 36 MINUTES 04 SECONDS EAST, AN ARC LENGTH OF 35.22 FEET; THENCE SOUTH 75 DEGREES 45 MINUTES 48 SECONDS EAST, 70.00 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 265.00 FEET AND A CHORD BEARING OF SOUTH 14 DEGREES 09 MINUTES 29 SECONDS WEST, AN ARC LENGTH OF 0.73 FEET; THENCE SOUTH 75 DEGREES 55 MINUTES 15 SECONDS EAST, 145.79 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS WEST, 61.16 FEET; THENCE SOUTH 29 DEGREES 47 MINUTES 52 SECONDS EAST, 37.26 FEET; THENCE NORTH 76 DEGREES 49 MINUTES 03 SECONDS EAST, 116.69 FEET; THENCE SOUTH 81 DEGREES 47 MINUTES 13 SECONDS EAST, 153,95 FEET: THENCE SOUTH 63 DEGREES 29 MINUTES 31 SECONDS EAST, 112.02 FEET; THENCE SOUTH 45 DEGREES 59 MINUTES 45 SECONDS EAST, 111.92 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 15 SECONDS EAST, 55.65 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 45 SECONDS EAST, 90.04 FEET; THENCE NORTH 82 DEGREES 41 MINUTES 33 SECONDS EAST, 88.65 FEET; THENCE NORTH 87 DEGREES 00 MINUTES 20 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 53 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 08 SECONDS EAST, 85.86 FEET; THENCE SOUTH 83 DEGREES 43 MINUTES 10 SECONDS EAST, 238.13 FEET; THENCE NORTH 04 DEGREES 45 MINUTES 16 SECONDS EAST, 13.20 FEET; THENCE NORTH 11 DEGREES 14 MINUTES 44 SECONDS EAST, 288.09 FEET; THENCE NORTH 62 DEGREES 41 MINUTES 24 SECONDS EAST, 127.61 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 267.00 FEET AND A CHORD BEARING OF SOUTH 22 DEGREES 18 MINUTES 37 SECONDS EAST, AN ARC LENGTH OF 46.60 FEET; THENCE NORTH 72 DEGREES 41 MINUTES 23 SECONDS EAST, 216.00 FEET: THENCE SOUTH 10 DEGREES 59 MINUTES 02 SECONDS EAST, 106.45 FEET:

THENCE SOUTH 01 DEGREES 40 MINUTES 08 SECONDS WEST, 106.45 FEET: THENCE SOUTH 10 DEGREES 43 MINUTES 58 SECONDS WEST, 86.80 FEET; THENCE SOUTH 11 DEGREES 14 MINUTES 44 SECONDS WEST, 80.00 FEET; THENCE SOUTH 07 DEGREES 24 MINUTES 58 SECONDS WEST, 72.99 FEET; THENCE SOUTH 05 DEGREES 14 MINUTES 55 SECONDS EAST. 71.04 FEET; THENCE SOUTH 18 DEGREES 06 MINUTES 54 SECONDS EAST, 71.04 FEET; THENCE SOUTH 27 DEGREES 45 MINUTES 40 SECONDS EAST, 77.42 FEET; THENCE SOUTH 28 DEGREES 15 MINUTES 03 SECONDS EAST, 80.00 FEET; THENCE SOUTH 27 DEGREES 34 MINUTES 17 SECONDS EAST, 87.88 FEET; THENCE SOUTH 15 DEGREES 28 MINUTES 24 SECONDS EAST, 106.01 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 03 SECONDS EAST, 52.39 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 09 SECONDS EAST, 84.51 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10: THENCE SOUTH 01 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 74.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 27 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, 1006.36 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO ROBERT M. AND ELAINE E. STEWART BY DOCUMENT NO. 72-5656; THENCE SOUTH 88 DEGREES 04 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS PER DOCUMENT NO. 72-5656, 2655.55 FEET TO THE SOUTHWEST CORNER OF SAID LANDS PER DOCUMENT NO. 72-5656, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, AND 1876.91 FEET SOUTHERLY OF (AS MEASURED ALONG SAID WEST LINE) THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1876.91 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS AND CONTAINING 110.29 ACRES OF LAND, MORE OR LESS.



INVOICE & WORKSHEET PETITION APPLICATION				
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit \$500.00	Total: \$		
AMENDMENT	✓ Annexation \$500.00 ☐ Plan \$500.00 ☐ Plat \$500.00 ☐ P.U.D. \$500.00	Total: \$ 500.00		
ANNEXATION		:Total: \$		
# of Acres Acres ov	ver 5 Amount for Extra Acres Total Amount			
	\$\square\$ \$\\$\\$200.00 + \$10 per acre for each acre over 5 acres The fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee $x $10 = $ + $200 = $$	Total: \$		
# of Acres Acres ov	ver 5 Amount for Extra Acres Total Amount			
5 =		:Total: \$		
ZONING VARIANCE	\square \$85.00 + \$500.00 outside consultants deposit	Total: \$		
PRELIMINARY PLAN FEE	□ \$500.00	Total: \$		
PUD FEE	☐ \$500.00	Total: \$		
FINAL PLAT FEE	□ \$500.00	Total: \$		
ENGINEERING PLAN REVIEW DEPOSIT	□ Less than 1 acre \$1,000.00 □ Over 1 acre, less than 10 acres \$2,500.00 □ Over 10 acres, less than 40 acres \$5,000.00 □ Over 40 acres, less than 100 acres \$10,000.00 □ Over 100 acres \$20,000.00	Total: \$		
OUTSIDE CONSULTANTS DEPOSIT	Legal, land planner, zoning coordinator, environmental services			
	For Annexation, Subdivision, Rezoning, and Special Use: Less than 2 acres \$1,000.00 Over 2 acres, less than 10 acres \$2,500.00 Over 10 acres \$5,000.00	Total: \$		
	TOTAL AMOUNT DU	E: \$500.00		



DATE;	PZC NUMBER	DEVELOPMENT NAME: Ashley Pointe Subdivision		
PETITIONER INFORMATION				
NAME: John C. Stewart and Michelle L. Stewart COMPANY: N/A				
MAILING ADDRESS: 3874 N. IL Route	271			
CITY, STATE, ZIP: Sheridan, IL 60118		TELEPHONE: 630-768-0412		
EMAIL: michelle@stewartspreadi	ing.com	FAX:		
PROPERTY INFORMATION				
NAME OF HOLDER OF LEGAL TITLE: John	C. Stewart and Michelle L. Ste	wart		
IF LEGAL TITLE IS HELD BY A LAND TRUST,	LISTTHE NAMES OF ALL HOLDERS OF AN	Y BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 7525 MU	STANG WAY, YORKVILLE, IL			
DESCRIPTION OF PROPERTY'S PHYSICAL LI				
Illinois Route 126 between Wre	n Road and Ashley Road			
CURRENT ZONING CLASSIFICATION: R-2	Single Family Residence Distric	t		
LIST ALL GOVERNMENTAL ENTITIES OR AG	ENCIES REQUIRED TO RECEIVE NOTICE UN	DER ILLINOIS LAW:		
ZONING AND LAND USE OF SURROUNDING PROPERTIES				
NORTH: R-2 RESIDENTIAL (ASHLEY POINTE) - NORTH OF ASHLEY POINTE - AGRICULTURE - KENDALL COUNTY				
EAST; R-2 RESIDENTIAL (ASHLEY POINTE) - EAST OF ASHLEY POINTE - AGRICULTURE - KENDALL COUNTY				
SOUTH: R-2 RESIDENTIAL (ASHLEY POINTE) - SOUTH OF ASHLEY POINTE - AGRICULTURE - KENDALL COUNTY				
WEST: R-2 RESIDENTIAL (ASHLEY POINTE) - WEST OF ASHLEY POINTE - RESIDENTIAL (YORKVILLE)				
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)				



PROPERTY INFORMATION
NAME OF AGREEMENT: ANNEXATION AGREEMENT OF PRESTWICK OF YORKVILLE N/K/A ASHLEY POINTE, AS AMENDED
DATE OF RECORDING: 12/19/2009; 1ST AMENDMENT 10/30/2013; 2ND AMENDMENT 2/3/2015
SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT: SEE ATTACHED
ATTACHMENTS
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".
Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B". Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".
Petitioner must attach amendments from the existing agreement and title it as "Exhibit D".



ATTORNEY INFORMATION	
NAME: PATTI A. BERNHARD	COMPANY: DOMMERMUTH, COBINE, WEST, ET AL
MAILING ADDRESS: 111 EAST JEFFERSON AVENUE, SUITE 200	
CITY, STATE, ZEP: NAPERVILLE, IL 60540	TELEPHONE: 630-355-5800
EMAIL: PAB@DBCW.COM	FAX: 630-355-5976
ENGINEER INFORMATION	
NAME: DAVID SCHULTZ	COMPANY: H R GREEN, INC.
MAILING ADDRESS: 651 PRAIRIE POINTE, SUITE 201	
CITY, STATE, ZIP: YORKVILLE, IL 60560	TELEPHONE: 630-553-7560
EMAIL: DSCHULTZ@HRGREEN.COM	FAX: 630-553-7646
LAND PLANNER/SURVEYOR INFORMATION	
NAME: DAVID SCHULTZ	COMPANY: H R GREEN, INC.
MAILING ADDRESS: 651 PRAIRIE POINTE, SUITE 201	
CITY, STATE, ZIP: YORKVILLE, IL 60560	TELEPHONE: 630-553-7560
EMAIL: DSCHULTZ@HRGREEN.COM	FAX: 630-553-7646
AGREEMENT	
OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTA SCHEDULED COMMITTEE MEETING.	OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS INT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT INDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN DATE Company



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

PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER: MICHELLE & JOHN STEWART/	FUND ACCOUNT NUMBER: N/A	PROPERTY ADDRESS: 7525 Mustang Way	·	
APPLICATION/APPROVAL TYPE (check app	ropriate box(es) of approval requested):			
CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☑ ANNEXATION	REZONING	
SPECIAL USE	MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	PRELIMINARY PLAN	
☐ FINAL PLANS	PLANNED UNIT DEVELOPMENT	☑ FINAL PLAT		
PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice 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.				
ACKHOWLEDGMENT OF FINANCIAL RES		COMPANY: N/A	推到在1.362000000000000000000000000000000000000	
		COMPANT: 1975		
MAILING ADDRESS: 3874 N. IL	Route 71	1		
(IIY, STATE, ZIP: Sheridan, IL	, 60118	TELEPHONE: 630-768-0412	NAME OF TAXABLE PARTY.	
EMAIL: MICHELLE@STEWARTSPR	EADING,COM	FAX:		
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. MICHELLE L. STEWART / JOHN C. STEWART OWNERS PRINT NAME TITLE				
MACHULAT VELLULA SIGNATURE	I Afdral 2	$\frac{\alpha/\alpha'//\alpha}{\text{DATE}}$		
ACCOUNT CLOSURE AUTHORIZATION DATE REQUESTED: PRINT NAME: SIGNATURE		☐ COMPLETED ☐ INACTIVE ☐ WITHDRAWN ☐ COLLECTIONS ☐ OTHER		
DEPARTMENT ROUTING FOR AUTHORIZATI	ON: A COM, DEV. IN THE	BUILDING THE LET ENGINEERING	LI FINANCE LI AUMIN.	



APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INVOICE & WORKSHEET PET	TITION APPLICATION	
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit \$500.00	Total: \$
AMENDMENT	□ Annexation \$500.00 □ Plan \$500.00 ☑ Plat \$500.00 □ P.U.D. \$500.00	Total: \$ 500.00
ANNEXATION	\Box \$250.00 + \$10 per acre for each acre over 5 acres	
5=	x \$10 =+ \$250 = \$	Total: \$
	Amount for Extra Acres Total Amount	
REZONING	\$\square\$ \$200.00 + \$10 per acre for each acre over 5 acres	
5=	if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee x \$10 = + \$200 = \$ Amount for Extra Acres Total Amount	Total: \$
SPECIAL USE	\$250.00 + \$10 per acre for each acre over 5 acres	
5 = # of Acres	x \$10 = + \$250 = \$ Amount for Extra Acres	Total: \$
ZONING VARIANCE	\$85.00 + \$500.00 outside consultants deposit	Total: \$
PRELIMINARY PLAN FEE	☐ \$500.00	Total: \$
PUD FEE	□ \$500.00	Total: \$
FINAL PLAT FEE	□ \$500.00	Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	 Less than 1 acre Over 1 acre, less than 10 acres ○ Over 10 acres, less than 40 acres ○ Over 40 acres, less than 100 acres ○ Over 100 acres ○ Over 100 acres 	Total: \$ 2,500.00
OUTSIDE CONSULTANTS DEPOSIT Legal	l, land planner, zoning coordinator, environmental services	
	For Annexation, Subdivision, Rezoning, and Special Use: Less than 2 acres \$1,000.00 Over 2 acres, less than 10 acres \$2,500.00 Over 10 acres \$5,000.00	Total: \$ 2,500.00
	TOTAL AMOUNT DUE:	5,500.00



APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

DATE:	PZC NUMBER:	DEVELOPMENT NAME:			
PETITIONER INFORMATION					
NAME: Michelle L. Stewart and John C. Stewart		COMPANY: N/A			
MAILING ADDRESS: 3874 N. IL Route	≥ 71				
CITY, STATE, ZIP: Sheridan, IL 60118		TELEPHONE: 630-768-0412			
EMAIL: michelle@stewartspreading.com		FAX:			
PROPERTY INFORMATION					
NAME OF HOLDER OF LEGALT(TLE: Mich	nelle L. Stewart and John C. Stew	art			
IF LEGAL TITLE IS HELD BY A LAND TRUST,	LISTTHE NAMES OF ALL HOLDERS OF ANY	BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS: 7525 MU	STANG WAY, YORKVILLE, IL				
TYPE OF REQUEST:					
PRELIMINARY PLAN	☐ FINAL PLAT ☐	AMENDED PREMILINARY PLAN	✓ AMENDED FINAL PLAT		
TOTAL LOT ACREAGE: 12 ACRES		CURRENT ZONING CLASSIFICATION: R-2 SING	GLE FAMILY RES DIST		
ATTACHMENTS					
Petitioner must attach a legal descriptio	on of the property to this application and	d title it as "Exhibit A".			



APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION	
NAME: PATTI A. BERNHARD	COMPANY: DOMMERMUTH, COBINE, WEST, ET AL
MAILING ADDRESS: 111 EAST JEFFERSON AVENUE, SUITE 200	
CITY, STATE, ZIP: NAPERVILLE, IL 60540	TELEPHONE: 630-355-5800
EMAIL: PAB@DBCW.COM	FAX: 630-355-5976
ENGINEER INFORMATION	
NAME: DAVID SCHULTZ	COMPANY: H R GREEN, INC.
MAILING ADDRESS: 651 PRAIRIE POINTE DRIVE, SUITE 201	
CITY, STATE, ZIP: YORKVILLE, IL 60560	TELEPHONE: 630-553-7560
EMAIL: DSCHULTZ@HRGREEN.COM	FAX: 630-553-7646
LAND PLANNER/SURVEYOR INFORMATION	
NAME: DAVID SCHULTZ	COMPANY: H R GREEN, INC.
MAILING ADDRESS: 651 PRAIRIE POINTE DRIVE, SUITE 201	
CITY, STATE, ZIP: YORKVILLE, IL 60560	TELEPHONE: 630-553-7560
EMAIL: DSCHULTZ@HRGREEN.COM	FAX: 630-553-7646
AGREEMENT	
I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST O OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTAI SCHEDULED COMMITTEE MEETING. I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE. PETITIONER SIGNATURE OWNER PIEREBY AUTHORIZES THE PETITIONER TO PURSUETHE APPROPRIATE ENTIT	DERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN 2/27/18 DATE LEMENTS ON THE PROPERTY.
OWNER SIGNATURE	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

PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER: MICHELLE & JOHN STEWART	FUNDACCOUNT: NUMBER: N/A	PROPERTY ADDRESS: 7525 Mustang Way			
APPLICATION/APPROVAL TYPE (check app					
CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	ANNEXATION	☐ REZONING		
SPECIAL USE	MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	PRELIMINARY PLAN		
☐ FINAL PLANS	PLANNED UNIT DEVELOPMENT	☑ FINAL PLAT			
cover all actual expenses occurred as a rest include, but are not limited to, plan review fees, engineering and other plan reviews, p is established with an initial deposit based against to pay for these services related to an invoice reflecting the charges made agrinancially Responsible Party will receive at to the project are required. In the event this be suspended until the account is fully repifinancially Responsible Party. A written required and distributed by the 15th of the when the account was established.	le to require any petitioner seeking approva ult of processing such applications and reque of development approvals/engineering per processing of other governmental application upon the estimated cost for services provided the project or request. Periodically through ainst the account. At any time the balance in invoice requesting additional funds equal t at a deposit account is not immediately repl lenished. If additional funds remain in the d quest must be submitted by the Financially Rue e following month. All refund checks will be	ests. Typical requests requiring the establish mits. Deposit account funds may also be use is, recording fees and other outside coordina d in the INVOICE & WORKSHEET PETITION hout the project review/approval process, the of the fund account fall below ten percent to one-hundred percent (100%) of the initial lenished, review by the administrative staff, leposit account at the completion of the pro- esponsible Party to the city by the 15th of the	nment of a Petitioner Deposit Account Fund of to cover costs for services related to legal tion and consulting fees. Each fund account APPLICATION. This initial deposit is drawn e Financially Responsible Party will receive (10%) of the original deposit amount, the I deposit if subsequent reviews/fees related consultants, boards and commissions may ject, the city will refund the balance to the e month in order for the refund check to be		
ACKNOWLEDGMENT OF FINANCIAL RES	:PONSIBILITY				
NAME: MICHELLE & JOHN STEWART		COMPANY: N/A			
MAILING ADDRESS: 3874 N. IL	Route 71				
CITY, STATE, ZIP: Sheridan, IL	60118	TELEPHONE: 630-768-0412			
EMAIL: MICHELLE@STEWARTSPR	EADING.COM	FAX:			
l will provide additional funds to maintain Corporation of their obligation to maintain funds. Should the account go into deficit, all	inancially Responsible Party, expenses may o the required account balance. Further, the a positive balance in the fund account, unlo i City work may stop until the requested repl	sale or other disposition of the property do ess the United City of Yorkville approves a Ci enishment deposit is received.	es not relieve the individual or Company/		
MICHELLE L. STEWART / JOHN	C. STEWART	OWNERS			
PRINT NAME LUCALUM STENATURE STENATURE	t Mulson	DATE A/27/18			
ACCOUNT CLOSURE AUTHORIZATION					
DATE REQUESTED:		OCOMPLETED DINACTIVE			
PRINT MAME:		□ WITHORAWN - □ COLLECTIONS			
IGNATURE # 1	All Codes	(I) OTHER			
EPARTMENT ROUTING FOR AUTHORIZATION	JA: D COM DEV.	BUILDING DENGINEERING	🗆 FINANCE — 🗀 ADMIN. 🔝		

EXHIBIT A

LEGAL DESCRIPTION

A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10 TOWNSHIP 36 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOT 358 IN PRESTWICK OF YORKVILLE SUBDIVISION, UNIT 1, IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

ADDRESS: 7525 MUSTANG WAY, YORKVILLE, IL

PINS: 05-10-277-001 and PART OF 05-10-200-007

THIRD AMENDMENT TO THE ANNEXATION AGREEMENT OF YORKVILLE FARMS DEVELOPMENT AND THE UNITED CITY OF YORKVILLE

(Prestwick of Yorkville Subdivision)

This Third Amendment to the Annexation Agreement of Yorkville Farm Development (Prestwick of Yorkville Subdivision) (the "Amendment"), is made and entered into this ____ day of ______, 2018, by and between the United City of Yorkville, a Kendall County, Illinois, a municipal corporation (the "City"), and the owner of record John C. Stewart and Michelle L. Stewart ("Owner" or "Developer" or "Owner/Developer").

WITNESSETH

WHEREAS, Owner owns fee simple title to the real property which is legally described in Exhibit A attached hereto, consisting of approximately 190 acres, more or less (hereinafter "Property"); and,

WHEREAS, on April 26, 2005, the Mayor and City Council (the "Corporate Authorities") entered into an Annexation Agreement of Yorkville Farm Development (the "Original Agreement") which provided for the zoning of the Property as R-2 Single Family Resident District established the required infrastructure and public improvements deemed necessary to serve the Property when developed, and set forth the required donations, fees and security to guarantee the completion and maintenance of the public improvements; and,

WHEREAS, on October 8, 2013, the Corporate Authorities approved the First Amendment to the Annexation Agreement of Yorkville Farms Development and the United City of Yorkville (Prestwick of Yorkville Subdivision) (the "First Amendment") which among other things, approved a revised plat of subdivision; established permitted uses for a portion of the Property to be developed as a school, changed the name of the Subdivision to Ashley Pointe; and revised the security requirements of the Owner/Developer to include security for the school improvements including roadways; and,

WHEREAS, on May 27, 2014, the Corporate Authorities approved the Second Amendment to the Annexation Agreement of Yorkville Farms Development and the United City of Yorkville (Ashley Pointe Subdivision f/k/a Prestwick of Yorkville) (the "Second Amendment") which among other things, reduced the security requirements of the Owner/Developer including roadways; and

WHEREAS, the Owner/Developer has now requested to amend the Annexation Agreement to revise the language reducing the security requirements of the Owner/Developer including roadways.

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

- 1. The foregoing Preambles are hereby adopted as if fully restated herein.
- 2. Section 2 of the Second Amendment, which amended Paragraph 4 of the First Amendment, which amended Paragraph 6 of the Original Agreement stating that "the Developer will provide any required security for the high school improvements, including roadways", is further amended by amending Section 2 as follows:

The Developer acknowledges its responsibility for all required security for the high school improvements, including roadways; Owner/Developer agrees not to construct any access roadway from the Yorkville Christian School site to Ashley Road until the intersection improvements for Ashley Road and Route 126 are completed; the City agrees that no intersection improvements for Ashley Road and Route 126 shall be required to be made by Owner/Developer until such time as Phase II homes are being constructed in Ashley Pointe Subdivision (formerly known as Prestwick of Yorkville Subdivision); the City agrees to release to the Developer/Owner any security for the roadway improvements related to the Route 126 intersection held by the City upon written acknowledgement by the Owner/Developer that it understands and agrees that no certificates of occupancy for any houses constructed as part of Phase II of Ashley Pointe Subdivision shall be issued by the City until such time as Owner/Developer has deposited sufficient security for the roadway improvements related to the Route 126/Ashley Road intersection with the Illinois Department of Transportation ("IDOT") and the City has received confirmation from IDOT of the receipt of such security.

3. All other terms and conditions of the Original Agreement as amended by the First Amendment remain in full force and effect.

IN WITNESS	WHEREOF,	the parties have	hereunto s	et their l	hands on	this	day of
	2018.						

	United City of Yorkville, an Illinois municipal Corporation
	By: Mayor
Attest:	
City Clerk	
	John C. Stewart
	Michelle L. Stewart

EXHIBIT A

UNIT ONE:

I.OTS 1 THROUGH 10, INCLUSIVE, LOTS 12 THROUGH 41, INCLUSIVE, LOTS 43 THROUGH 50, INCLUSIVE, LOTS 52 THROUGH 63, INCLUSIVE, LOT 65 THROUGH 108, INCLUSIVE, LOTS 357 THROUGH 363, INCLUSIVE, AND LOT 365 IN PRESTWICK OF YORK VILLE UNIT 1, BEING A SUBDIVISION OF PART OF SECTIONS 3 & 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006, AS DOCUMENT NUMBER 200600035287, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

UNIT TWO:

THAT PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1776.14 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 40 MINUTES 34 SECONDS EAST, 258.23 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 38 DEGREES 32 MINUTES 30 SECONDS EAST, AN ARC LENGTH OF 31.79 FEET: THENCE NORTH 41 DEGREES 45 MINUTES 34 SECONDS EAST, 269.09 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 68 DEGREES 21 MINUTES 45 SECONDS EAST, AN ARC LENGTH OF 262.80 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 05 SECONDS EAST, 0.59 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF NORTH 54 DEGREES 36 MINUTES 04 SECONDS EAST, AN ARC LENGTH OF 35.22 FEET; THENCE SOUTH 75 DEGREES 45 MINUTES 48 SECONDS EAST, 70.00 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 265.00 FEET AND A CHORD BEARING OF SOUTH 14 DEGREES 09 MINUTES 29 SECONDS WEST, AN ARC LENGTH OF 0.73 FEET; THENCE SOUTH 75 DEGREES 55 MINUTES 15 SECONDS EAST, 145.79 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS WEST, 61.16 FEET; THENCE SOUTH 29 DEGREES 47 MINUTES 52 SECONDS EAST, 37.26 FEET; THENCE NORTH 76 DEGREES 49 MINUTES 03 SECONDS EAST, 116.69 FEET; THENCE SOUTH 81 DEGREES 47 MINUTES 13 SECONDS EAST, 153.95 FEET; THENCE SOUTH 63 DEGREES 29 MINUTES 31 SECONDS FAST, 112.02 FEET; THENCE SOUTH 45 DEGREES 59 MINUTES 45 SECONDS EAST, 111.92 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 15 SECONDS EAST, 55.65 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 45 SECONDS EAST, 90.04 FEET; THENCE NORTH 82 DEGREES 41 MINUTES 33 SECONDS EAST, 88.65 FEET; THENCE NORTH 87 DEGREES 00 MINUTES 20 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 53 SECONDS EAST, 88.65 FEBT; THENCE SOUTH 88 DEGREES 00 MINUTES 08 SECONDS EAST, 85.86 FEET; THENCE SOUTH 83 DEGREES 43 MINUTES 10 SECONDS EAST, 238.13 FEET; THENCE NORTH 04 DEGREES 45 MINUTES 16 SECONDS EAST, 13.20 FEET; THENCE NORTH 11 DEGREES 14 MINUTES 44 SECONDS EAST, 288.09 FEET; THENCE NORTH 62 DEGREES 41 MINUTES 24 SECONDS EAST, 127.61 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 267.00 FEET AND A CHORD BEARING OF SOUTH 22 DEGREES 18 MINUTES 37 SECONDS EAST, AN ARC LENGTH OF 46.60 FEET; THENCE NORTH 72 DEGREES 41 MINUTES 23 SECONDS EAST. 216.00 FEET; THENCE SOUTH 10 DEGREES 59 MINUTES 02 SECONDS EAST, 106.45 FEET;

THENCE SOUTH 01 DEGREES 40 MINUTES 08 SECONDS WEST, 106.45 FEET; THENCE SOUTH 10 DEGREES 43 MINUTES 58 SECONDS WEST, 86.80 FEET; THENCE SOUTH 11 DEGREES 14 MINUTES 44 SECONDS WEST, 80.00 FEET; THENCE SOUTH 07 DEGREES 24 MINUTES 58 SECONDS WEST, 72.99 FEET; THENCE SOUTH 05 DEGREES 14 MINUTES 55 SECONDS EAST, 71.04 FEET; THENCE SOUTH 18 DEGREES 06 MINUTES 54 SECONDS FAST, 71.04 FEET; THENCE SOUTH 27 DEGREES 45 MINUTES 40 SECONDS EAST, 77.42 FEET; THENCE SOUTH 28 DEGREES 15 MINUTES 03 SECONDS EAST, 80.00 FEET; THENCE SOUTH 27 DEGREES 34 MINUTES 17 SECONDS EAST, 87.88 FEET; THENCE SOUTH 15 DEGREES 28 MINUTES 24 SECONDS EAST, 106.01 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 03 SECONDS EAST, 52.39 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 09 SECONDS EAST, 84.51 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 74.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 27 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, 1006.36 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO ROBERT M. AND ELAINE E. STEWART BY DOCUMENT NO. 72-5656; THENCE SOUTH 88 DEGREES 04 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS PER DOCUMENT NO. 72-5656, 2655.55 FEET TO THE SOUTHWEST CORNER OF SAID LANDS PER DOCUMENT NO. 72-5656, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, AND 1876.91 FEET SOUTHERLY OF (AS MEASURED ALONG SAID WEST LINE) THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1876.91 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS AND CONTAINING 110.29 ACRES OF LAND, MORE OR LESS.

EXHIBIT A

LEGAL DESCRIPTION

A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10 TOWNSHIP 36 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOT 358 IN PRESTWICK OF YORKVILLE SUBDIVISION, UNIT 1, IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

ADDRESS: 7525 MUSTANG WAY, YORKVILLE, IL

PINS: 05-10-277-001 and PART OF 05-10-200-007

EXHIBIT B

Not Applicable

EXHIBIT C

STATE OF ILLINOIS)
COUNTY OF KENDALL)

200500039118
Filed for Record in
KENDALL COUNTY, ILLINDIS
PAUL ANDERSON
12-19-2005 At 11:17 cm.
BRED NANCE 62.00
REEP Surchgree 10.00

ORDINANCE NO. 2005- 30

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT OF (PRESTWICK OF YORKVILLE SUBDIVISION)

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

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

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

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

Page 1 of 3

WHEREAS, the property is presently contiguous to the City.

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

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

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

WANDA OHARE JOSEPH BESCO VALERIE BURD PAUL JAMES PAUL JAMES
RY KOT MARTY MUNNS
E SPEARS RICHARD STICKA
APPROVED by me, as Mayor of the United City of Yorkville, Kendali County, LARRY KOT ROSE SPEARS

Illinois, this ______ Day of _______ A.D. 2005.

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

Illimois this _____ day of ______ A

ATTEST:

CITY CLERK

CITY OF TOP

Prepared by:

John Justin Wyeth City Attorney United City of Yorkville 800 Game Farm Road Yorkville, IL 60560 STATE OF ILLINOIS)
COUNTY OF KENDALL)

ANNEXATION AGREEMENT OF YORKVILLE PARMS DEVELOPMENT AND THE UNITED CITY OF YORKVILLE SUBDIVISION)

This Ameration Agreement (hereinafter "Agreement"), is made and entered into this Adversor of ________, 2005, by and between the UNITED CITY OF YORKVILLE, a municipal corporation, hereinafter referred to as "CITY", and the owners of record YORKVILLE FARMS DEVELOPMENT, LLC, (Hereinafter "OWNER" or "DEVELOPER" or "OWNER/DEVELOPER").

WITNESSETH

WHEREAS, OWNER owns fee simple title to the real property which is legally described in Exhibit "A" attached hereto, consisting of approximately 195.5 acres, more or less (hereinafter "PROPERTY"); and

WHEREAS, it is the desire of OWNER/DEVELOPER to provide for the americation of the PROPERTY and to develop the PROPERTY in the CITY in accordance with the terms of this Agreement and the Ordinances of the CITY; and to provide that when said PROPERTY is americad going will be granted at that time as an R-2 Single Family Residence District; and

WHEREAS, it is the desire of the CITY to sunex the PROPERTY and facilitate its development pursuant to the terms and conditions of this Agreement and the Ordinances of the CITY; and

WHEREAS, OWNER/DEVELOPER and CITY has or will perform and execute all acts required by law to affectants such ampenation; and

WHEREAS, it is the intent of OWNER/DEVELOPER to design a stormwater management system for the PROPERTY that is in conformance with City Ordinances; and

WHEREAS, all notices required by law relating to the ameriation of the PROPERTY to the CITY have been given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Compiled Statutes; and

WHEREAS, the Corporate Authorities of the CITY have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Dinois Compiled Statues; and

WHEREAS, the Corporate Authorities, and the Plan Commission of the CITY have duly held all public hearings relating to amountion and zoning all as required by the provisions of the CITY's Ordinances and Illinois Compiled Statutes; and

WHEREAS, the OWNER/DEVELOPER and CITY agree that upon Americation to the CITY the PROPERTY shall be placed in a R-2 Single Family Residence District, as set forth in the Preliminary Plan attached hereto and incorporated herein by reference as Exhibit "B": and

WHEREAS, in reliance upon the development of the PROPERTY in the manner proposed, OWNER/DEVELOPER and the CITY have agreed to execute all petitions and other documents that are necessary to accomplish the annexation of the PROPERTY to the

WHEREAS, in accordance with the powers granted to the CITY by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5 (2002), inclusive, relating to Amexation Agreements, the parties hereto wish to enter into a binding agreement with respect to the future americation and zoning of the PROPERTY and to provide for various other matters related directly or indirectly to the amexation of the PROPERTY in the future, as authorized by, the provisions of said statutes; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the CTTY have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15-1.3 (2002) and the ordinances of the CTTY relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the CTTY.

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

1. ANNEXATION.

OWNER has or will file with the Clerk of the CTTY a duly and properly executed petition pursuant to, and in accordance with the provisions of 65 ILCS 5/7-1-1 et seq. (2002) to annex the PROPERTY and any adjacent roadways not previously annexed to the United City of Yorkville, CTTY agrees to adopt any necessary ordinances to annex said PROPERTY as soon as reasonably practical.

2. ZONING.

- A. Contemporaneously with the Ameration of the PROPERTY, the CITY shall adopt an Ordinance amending the provisions of the United City of Yorkville Zoning Ordinance so as to provide that the PROPERTY shall be classified and shall zone the perceipt.
- B. The CITY and OWNER/DEVELOPER agree that the PROPERTY shall be developed in substantial compliance with the ordinances of the CITY in effect at the time of passage of this agreement by the City Council of the UNITED CITY OF YORKVILLE, and from time to time amended as, the same shall be applied to the property as duly passed by the UNITED CITY OF YORKVILLE.
- C. Preliminary Plan. The CITY hereby approves the Preliminary Plan attached hereto as Exhibit B, prepared by Smith Engineering Consultants dated ______

3. ANNEXATION TO SANITARY DISTRICT.

- A. OWNER/DEVELOPER agrees to file the necessary petitions and agreements to request annexation and sanitary aswer service for the PROPERTY from the Yorkville Bristol Senitary District.
- B. OWNER/DEVELOPER shall cause the PROPERTY to be sunexed to the Yorkville-Bristol Sanitary District ("Yorkville Bristol" or "YESD") for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of Yorkville-Bristol and connecting to the sanitary sewer lines to service the PROPERTY and the connection of such sanitary sewer lines to the existing sewer lines of Yorkville-Bristol shall be carried out in substantial compliance with the Final Engineering as approved by the CITY for each Phase of Development. The CITY shall shilly cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, permitting the construction and comection of the sanitary sewer lines to the Yorkville-Bristol facilities, in order to facilitate the development and use of each Phase of Development of the PROPERTY. The sanitary sewer mains constructed by DEVELOPER for each Phase of Development which are eighteen (18) inches or more in diameter ("Large Lines") shall be conveyed to Yorkville-Bristol, subject to their approval, and Yorkville-Bristol shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Large Lines, and the sanitary sewer lines which are less than eighteen inches in diameter ("Small Lines") shall be conveyed to the CITY and the CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Kargl Lines" hall be conveyed to the CITY and the CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Small Lines following the city's acceptance thereof, which acceptance shall not be unreasonably denied or delayed. CITY agrees to allow connection of the PROPERTY to the sanitary sewer lines adjacent to the PROPERTY. The DEVELOPER agrees to cooperate with
- C. OWNER/DEVELOPER shall construct a temporary lift station, if necessary, in accordance with the plans attached hereto as Exhibit C. The OWNER/DEVELOPER and Lift station.

4. WATER.

The CITY shall provide adequate potable water in sufficient quantities and pressure to

serve the needs of the PROPERTY. The potable water connection shall occur at the sorthwest corner of the property at the eastern edge of the development commonly known as Rain Tree Village. The DEVELOPER agrees to provide easements for water utilities as may be necessary. The DEVELOPER may be required to provide an easement on the property at a location to be determined by the CTTY engineer if a pressure reducing value is required to service the property.

5. **DONATIONS AND CONTRIBUTIONS.**

- A. The DEVELOPER shall pay School Transition fees per residential dwelling unit in said PROPERTY as voluntarily agreed to by DEVELOPER to the Yorkville Community School District #115; City Development fees of Two Thousand Bight Hundred and not/100 Dollars (\$2,800,00) per residential dwelling unit shall be paid by DEVELOPER at the time of building permit issuance; the per unit Municipal Building Fee in affect at time of Final Plat approval payable at Final Plat recording, as well as other published fees to the CITY in conformance with City Ordinances or as modified herein, including but not limited to City Reimbursement of Consultants and of Review Fee Ordinances, Municipal Building Fees, City Land-Cash Ordinance, and other such fees to the CITY in conformance with the City Ordinances or as modified from time to time herein. Said Transition, Development, and other fees shall be paid per single-family residence concurrent with and prior to the issuance of each respective single-family building permit. Said fees are being paid voluntarily and with the consent of DEVELOPER based upon this contractual agreement voluntarily entered into between the parties after negotiation of this Agreement. DEVELOPER Incovingly waives any claim or objection as to amount of the specific fees negotiated herein voluntarily.
- B. Developer shall pay Two Thousand Dollars (\$2,000.00) per residential dwalling unit in the PROPERTY as a road impact fee. Said road impact fee may be reduced in secondance with the terms of this Ameration Agreement.
- C. DEVELOPER shall pay all school and park land-cash fees or provide land dedication as required under existing City Ordinances at the election of the CITY.
- DEVELOPER agrees to dedicate to the City a Site at the location and acreage amount as shown on the Preliminary Plan attached hereto and incorporated herein by reference as "Exhibit B", for which DEVELOPER shall receive a park donation credit in equal amount to the park site and proposed trail system.
- CITY agrees to accept ownership of and to forever maintain the proposed trail system within the PROPERTY.
- 3. In order to provide for the maintenance of the Subdivision signage, common areas and open space, in the event the Homeowner's Association fails to so maintain, OWNER agrees to execute a consent to the creation of a dormant Special Service Area prior to execution of the Pirst Final Plat of Subdivision by the CITY; and the CITY shall have approved ordinances encumbering all residential units of said subdivision, as to common subdivision signage, steam water management or other common areas of the subdivision.
- 4. Any contributions for Land/Cash for Schools and/or Parks not satisfied by land donations shall be made up with each contributions for the difference in value or in kind improvements within the parks and/or construction of bicycle paths.

- D. In the event the CITY requires DEVELOPER to oversize water mains, sanitary sewer mains, storm sewer lines, or other improvements such as roads that benefit other properties, the parties shall enter into a written agreement specifically providing that said costs shall be reimbursed by the CITY, or be the subject of a Recapture Agreement and Recapture Ordinance in favor of DEVELOPER before DEVELOPER is required to perform any oversizing or additional road improvements.
- Upon anaexation, police protection, 911 service, and library service will be provided by the City at no charge to the Developer.
- F. The DHVELOPER shall pay a Fire District Fee of One Thousand Dollars (\$1,000.00) per home. One half of said fee (\$500.00 per unit) shall be due and payable for the first phase of the development in a lump sum at the time of final plat recording. The balance for additional phases, if any, shall be paid at the building permit stage. The DHVELOPER shall pay the Library Fee of Five Hundred Dollars (\$500.00) per home. One-half of said fee or Two Hundred Fifty Dollars (\$250.00) per unit shall be due and payable for the first phase of the development in a lump at the time of final plat recording. The balance for additional phases, if any, shall be paid at the building permit stage
- G. In light of the improvements set forth in Exhibit D attached hereto and incorporated herein by reference, DEVELOPER will be granted a traffic impact fee credit of the cost of improvements to the Route 126/Collector Road intersection, the construction of the Collector Road and the Route 126/Ashley Intersection and Ashley Road. If the amounts of these improvements exceed the traffic impact fees, the parties shall enter into a written agreement specifically providing that costs shall be reimbursed by the CITY or be the subject to a recapture agreement and recapture ordinance in favor of the DEVELOPER.
- H. The CITY shall not require the OWNERS and DEVELOPER to donate any land or money to the CITY or any other governmental body, except as otherwise expressly provided in this Agreement.
- I. Notwithstanding the provisions of this Annexation Agreement, the only fees that are due and owing the CITY are those fees set forth in Exhibit E attached hereto and incorporated herein by reference.

SECURITY INSTRUMENTS.

DEVELOPER shall deposit, or cause to be deposited, with the CITY such inevocable letters of credit or surety bonds ("Sourrity Instruments") on the standard forms of the City and as long as said instruments meet the CITY requirements, to guarantee completion and maintenance of the public improvements to be constructed as a part of the development of each Phase of Development as are required by applicable ordinances of the CITY. The DEVELOPER shall have the sole discretion as to whether an irrevocable letter of credit or surety bond will be used as the security instruments. The amount and duration of each Security Instrument shall be as required by applicable ordinances of the CITY. The City Council upon recommendation by the City Engineer, may from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of eighty five (85%) of the value certified by the City Engineer of the completed work, so long as the balance remaining in the Security

Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the applicable Phase of Development.

Security for construction of perimeter roadways and onsite improvements may be dedicated, constructed, and/or bonded as independent Phases of Development at the sole discretion of the DEVRLOPER. The City shall determine the timing of the construction of independently phase improvements.

7. PROCEDURE FOR ACCEPTANCE OF PUBLIC IMPROVEMENTS AND OFFSITE ROAD IMPROVEMENTS.

A. The public improvements constructed as a part of the development of each phase of development shall be accepted by the CITY pursuant to the provisions of the Subdivision Ordinance. The City shall exercise good faith and due diligence in accepting said public improvements following DEVELOPER'S completion thereof for each phase of development in compliance with the requirements of said ordinance; and the City Engineer shall make his recommendation to the City Council not later than thirty (30) days from the date of DEVELOPER'S request for approval of any public improvements.

B. DEVELOPER agrees to improve Ashley Road in accordance with the CITY's rural cross-section standard.

8. OVERSIZING.

In the event DEVELOPER is required to oversize and/or deepen any water, storm sewer or City sanitary sewer lines to accommodate other properties, CITY agrees to require anyone connecting to said lines to pay the CITY who then shall reimbarse DEVELOPER within 30 days of any other percel of real property connecting to said improvements, for DEVELOPER'S costs of oversizing said lines including costs for deepening said lines and any engineering fees, and other costs associated therewith. In the event DEVELOPER seeks said relimbursement, the parties agree separately that the Recapture Agreement shall be executed pursuant to and in compliance with the Illinois Compiled Satutes, Local Government Act governing the Recapture with the requisite Public Hearing being held and requisite recapture ordinance being approved by the City Council contingent on the percentage of the benefit to the DEVELOPER and including the service area effected.

In the event any said oversizing is required, the CTTY and DEVELOPER agree to prepare a Recapture Agreement and Recapture Ordinance detailing said costs and fees and approving the same within a reasonable amount of time after those costs are ascertained. The Recapture Agreement aball not include the cost of any Owner/Developer oversight of construction.

DEVELOPER agrees to hold the CITY hamless and indemnify the CITY from any liability as a result of any recapture imposed.

9. AMENDMENTS TO ORDINANCES.

All ordinances, regulations, and codes of the CITY, including without limitation those pertaining to subdivision controls, zoning, storm water management, drainage, and building code requirements, (so long as they do not affect the City's International Standards

Organization (ISO) insurance rating), and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Agreement, shall apply to the PROPERTY and its development if universally applied to all property in the CITY, shall also apply to the PROPERTY for a period of five (5) years from the date of this Agreement, otherwise such ordinances, regulations and codes shall apply to the PROPERTY after a period of five (5) years from the date of this AGREEMENT. Any amendments, repeal, or additional regulations, which are subsequently enacted by the CITY, shall not be applied to the development of the PROPERTY except upon the written consent of DEVELOPER during said five (5) year period. Any Agreements, repeal, or additional regulations which are subsequently enacted by the CITY shall not be applied to the development of the PROPERTY except upon the written consent of DEVELOPER during said five (5) year period. After said five (5) year period, the PROPERTY and its development will be subject to all ordinances, regulations and codes of the CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved on the Proliminary Plan for the PROPERTY, alter or eliminate any of the ordinance variations, modifications or departures provided for herein, nor result in any subdivided lot or structure constructed within the PROPERTY being classified as non-conforming under any ordinance of the CITY. The foregoing to the contrary notwithstanding, in the event the CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the PROPERTY pursuant to the express and specific mandate of any superior governmental suthority, and applicable generally within the CITY and not specifically to the PROPERTY, such ordinance or regulation shall apply to the PROPERTY and be compiled wit

Notwithstanding any of the terms or provisions of this Agreement, however, no change, modification or exactment of any ordinance, code or regulation so long as they do not affect the CITY'S ISO insumnoe rating, shall be applied during said five (5) year period so as to: (i) affect the zoning classification of the PROPERTY or any Parcel or Phase thereof, (ii) affect the city's Bulk Regulations, including, but not limited to, setback, yard height, FAR and frontage requirements; (iii) affect the uses permitted under the Zoning Ordinances of the CITY specified in this Agreement; (iv) interpret any CITY ordinance in a way so as to prevent DEVELOPER or its assigns from developing the PROPERTY or any Parcel or Phase thereof in accordance with this Agreement and the schibits attached hereto. Except as modified by the previous scatence and the provisions hereof or other terms and provisions of this Agreement, OWNER, shall comply in all respects with the conditions and requirements of all ordinances of the CITY, applicable to the PROPERTY and all property similarly situated and zoned within the CITY as such ordinances may exist from time to time subsequent to the ameration to the CITY, provided, however, notwithstanding any other provision of this Agreement, if there are ordinances, resolutions, regulations, or codes or changes thereto which are less restrictive in their application to similarly situated and zoned lands, then DEVELOPER, at its election, shall be entitled to application of such less

restrictive ordinances, regulations and/or codes to the PROPERTY and any parcel or phase thereof.

DEVELOPER and all successor developers of the PROPERTY or any parcel or phase thereof shall be subtited to take advantage immediately of any subsequently adopted amendments to the CITY'S ordinances, regulations, resolutions and/or codes that establish provisions that are less restrictive than the provisions of the CITY'S current codes in effect as of the effective date of this Agreement so long as such less restrictive provisions do not frustrate the purpose of this Agreement or the intent of the parties relative to the development of the PROPERTY or any parcel or phase thereof. In the event of any conflict between the provisions of this Agreement (including the exhibits hereto), and the ordinances, codes, regulations and resolutions of the CITY, the provisions of this Agreement (and the exhibits hereto) shall control over the provisions of any ordinances, codes, regulations and resolutions

10. RECAPTURE,

See Paragraph 5 B above.

11. FEES AND CHARGES.

During the first four (4) years following the date of the Agreement, the CITY shall impose upon and collect from DEVELOPER, and their respective contractors and suppliers, only those permit, ficense, tap on and connection fees and charges, and in such amount or at such sate, as are in effect on the date of this Agreement and as is generally applied throughout the CITY, except as otherwise capressly provided for in this Agreement on the Fee Schedule attached hereto and made a part hereof as Exhibit "E". At the expiration of this four year term, the CITY shall give the OWNERS and/or DEVELOPER a six (6) month grace period from the date they are notified of any changes to the permit, license, tap on and connection fees and charges in order to comply with the new regulations.

12. PROJECT SIGNS.

Following the date of this Agreement and through the date of the issuance of the final occupancy permit for the PROPERTY, DEVELOPER shall be entitled to construct, maintain and utilize offsite subdivision identification, marketing and location signs at such locations within the corporate limits of the CITY as DEVELOPER may designate (individually an "Offsite Sign" and collectively the "Offsite Signs") subject to sign permit review and issuance by the CITY. OWNERS and DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each Offsite sign may be illuminated subject to approval by the CITY.

13. MODEL HOMES, PRODUCTION UNITS, SALES TRAILERS.

During the development and build out period of the PROFERTY (subsequent to final plat approval), DEVELOPER, and such other persons or cutities as DEVELOPER may authorize, may construct, operate and maintain model homes and sales trailems within the PROPERTY staffed with developer's, or such other person's or entity's, sales and construction staff, and may be utilized for sales and construction officer for the PROPERTY. The number of such model homes and sales trailers and the locations thereof shall be as from

time to time determined or authorized by the DEVELOPER.

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

No off-street purking shall be required for individual model homes or sales trailers that are not part of a model home row other than the driveway for such model home/sales trailer capable of parking three (3) curs outside of the adjacent road right-of-way. Building permits for model homes, sales trailers and for up to fifteen (15) production dwelling units for each neighborhood, shall be issued by the CITY upon proper application thereof prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles and upon submission of a temporary hold harmless letter to the CITY and the Bristol Kendall Fire Protection District). A final inspection shall be conducted prior to the use of a model home and water shall be made available within 150 of the model home. There shall be no occupation or use of any model homes or production dwelling units until the binder course of asphalt is on the street, and no occupation or use of any production dwelling units until the water system and sanitary sewer system needed to service such dwelling unit are installed and operational.

DEVELOPER may locate temporary sales and construction trailers upon the PROPERTY during the development and build out of said property, provided any such sales trailer shall be removed within one (1) week following issuance of the last temporary permit for the PROPERTY. A building permit will be required by the CITY for any trailer that will be utilized as office space. Prior to construction of the sales trailer DEVELOPER shall submit an exhibit of the sales trailer site with landscaping and elevations for the City's approval.

DEVELOPER hereby agrees to indemnify, defend and hold harmless the CTTY and the Corporate Authorities (collectively "Indemnities") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnities as a direct and proximate result of the construction of any model houses or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each neighborhood as the Final Plat and Final Engineering for each such neighborhood is approved by the CTTY. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnities for each phase.

14. CONTRACTORS TRAILERS.

The CITY agrees that from and after the date of execution of this Agreement, combinator's and subcontractor's supply storage trailers may be placed upon such part or parts of the PROPERTY as required and approved by the DEVELOPER for development purposes. Said trailers may remain upon the PROPERTY until the issuance of the last temporary occupancy permit for the PROPERTY. A building permit will be required by the CITY for any trailer that will be utilized as office space. All contractor's trailers and supply trailers shall be kept in good working order and the area will be kept clean and free of debris.

No contractor's trailers or supply trailers will be located within dedicated right-of-way or permanent easements.

15. ONSITE EASEMENTS AND IMPROVEMENTS.

In the event that during the development of the PROPERTY, DEVELOPER determines that any existing utility easements and/or underground lines require relocation to facilitate the completion of Developer's obligation for the PROPERTY in accordance with the Preliminary Plan, the CITY shall fully cooperate with the DEVELOPER in causing the vacation and relocation of such existing easements and/or utilities, however, all costs incourred in furtherance thereof shall be borne by the DEVELOPER. If any easement granted to the CITY as a part of the development of the PROPERTY is subsequently determined to be in error or located in a manner inconsistent with the intended development of the PROPERTY as reflected on the Preliminary Plan and in this Agreement, the CITY shall fully cooperate with the DEVELOPER in vacating and relocating such easement and utility cooperate with the DEVELOPER. In vacating size temporary could easier that facilities located therein, which costs shall be borne by the DEVELOPER. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, the DEVELOPER the foregoing, and as a countrion processin to any vocasion of any such easument and the public utilities located therein unless the relocation involves overhead utilities. If any existing overhead located therein unless the relocation involves overhead utilities. If any existing overhead utilities are required to be relocated or buried on perimeter roads that are the responsibility of the DEVELOPER, the CITY agrees to be the lead agency in the relocation of those utilities. Upon the developer's request, the CITY will make the request to have overhead utilities relocated and will make the relocation of such utilities a CITY run project. In the event there is a cost to the DEVELOPER associated with burying what had been overhead utility lines, the DEVELOPER shall have the right to make the determination as to whether the utility lines will be buried or re-located overhead. However, as to existing expensed utilities lines will be buried or re-incated overhead. However, as to existing overhead utilities mass will be buried or in-incased overnead. However, as to existing overnead untimes adjoining the PROPERTY and on the south side of Route 126, the DEVELOPER shall bury said overhead utilities if the CITY approves an ordinance, applicable to all future CITY subdivisions, requiring the burying of overhead utilities. Said ordinance must be approved prior to the commencement of the work to relocate the overhead utilities.

The CITY hereby grants any necessary variances to the CITY subdivision and/or Improvement ordinances as they relate to street block lengths in order to conform with the proposed preliminary plan.

The CITY agrees to allow up to four feet (4) of bounce in any wet stormwater management facility.

16. MASS GRADING.

Pursuant to the existing CITY ordinances on the date of execution of this Agreement, a Soil Erosion Control Permit will be issued after preliminary plat approval to allow DEVELOPER to commence earth work after the permit is issued and after DEVELOPER posts any necessary bond for said work with the CITY prior to the commencement of said earth work. DEVELOPER shall comply in all respects with all applicable Illinois EPA regulations and the CITY's Soil Erosion and Sediment Control Ordinance.

17. BINDING EFFECT AND TERM.

This American Agreement shall be binding upon and inure to the benefit of the

parties hareto, their successors and assigns including, but not limited to, successor owners of parties hereto, their successors and assigns menturing, but not influent to, successor twiners or record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the CITY and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances

18. NOTICES AND REMEDIES.

Nothing contained herein shall require the original named OWNERS in this Agreement to undertake any of the development obligations in this Agreement; those obligations being the responsibility of the DEVELOPER of the PROPERTY and/or future OWNER/ DEVELOPER of the PROPERTY.

Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.

Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be described to be a breach of this Agreement, the party claiming such failure shall notify in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded. Notice shall be provided at the following addresses:

CITY-UNITED CITY OF YORKVILLE

800 Game Farm Road Yorkville, IL 60560 Attn: Mayor

Copy to: CITY Attorney

John J. Wyeth 800 Game Farm Road Yorkville, IL 60560

DEVELOPER: Yorkville Farms Development, LLC

16501 South Parker Road Homer Glen, IL 60491

DEVELOPER'S ATTORNEY:

James Olguin Goldstine, Skrodzki, Russian, Nemec & Hoff, Ltd. 835 McClintock Drive, Second Floor

Burr Ridge, Illinois 60527-0860 Telephons (630) 655-6000 Facaimila (630) 655-9808

20. AGREEMENT TO PREVAIL OVER ORDINANCES.

In the event of any conflict between this Agreement and any ordinances of the CITY in force at the time of execution of this agreement or enacted during the pendency of this agreement, the provision of this Agreement shall prevail to the extent of any such conflict or

21. PARTIAL INVALIDITY OF AGREEMENT.

If any provision of this Agreement (except those provisions relating to the requested rezoning of the PROPERTY identified herein and the ordinances adopted in connection herewith), or its application to any person, eatily, or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any, other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

If, for any reason during the term of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the CITY agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

22. GENERAL PROVISIONS.

- A. <u>Enforcement</u>. This Agreement shall be enforceable in the Chenit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.
- B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the OWNERS, DEVELOPER and their successors in title and interest, and upon the CITY, and any successor municipalities of the CITY. It is understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon each and every subsequent grantee and successor in interest of the OWNERS and DEVELOPER, and the CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNERS and DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a supply lot or a lot improved with a dwelling unit who acquires the same for residential occupation, unless otherwise expressly agreed in writing by such purchaser.
- C. Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good Saith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them.
- D. Severability. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et aeq., Illinois Compiled Statutes (2002). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not effect such portion or portions of this

Agreement as remain. In addition, the CITY and OWNERS and DEVELOPER shall take all action necessary or required to fabrill the intent of this Agreement as to the use and development of the PROPERTY.

- E. Agreement. This Agreement and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of the City Code and Illimois Compiled Statutes. This Agreement may be amended by the CITY and the owner of record of a portion of the PROPERTY as to provisions applying exclusively thereto, without the consent of the owner of other portions of the PROPERTY not affected by such Agreement.
- F. <u>Conveyances</u>. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNERS and DEVELOPER to sell or convey all or any portion of the PROPERTY, whether improved or unimproved.
- G. <u>Necessary Ordinances and Resolutions</u>. The CITY shall pass all ordinances and resolutions necessary to permit the OWNERS and DEVELOPER, and their successors or assigns, to develop the PROPERTY in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. The CTTY agrees to authorize the Mayor and City Clerk to execute this Agreement or to correct any technical defects which may arise after the execution of this Agreement.
- H. Term of Agreement. The term of this Agreement shall be twenty (20) years. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of the CITY and DEVELOPER/OWNERS.
- I. <u>Captions and Paragraph Headines</u>. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.
- J. <u>Recording.</u> This Agreement shall be recorded in the Office of the Recorder of Deeds, <u>Kenchill County</u>, Illinois, at OWNERS and developer's expense.
- K. <u>Recitals and Ryhibits</u>. The recitals set forfit at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.
- Countements. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same
- Time is of the Essence. Time is of the essence of this Agreement and all
- M. Time is of the Easence. Time is of the easence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all coverants contained in this Agreement shall be performed in a timely manner by all parties hereto.

 N. Recalization. It is agreed that the CITY is not liable or responsible for any restrictions on the city's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the PROPERTY, the CITY, the DEVELOPER and OWNERS, including, but not limited to, county, state or

23. USE OF PROPERTY FOR FARMING/ZONING.

Any portion of the PROPERTY, which is not conveyed or under development as provided herein, may be used for farming purposes, regardless of the underlying zuning.

IN WITNESS WHERBOF, the parties have executed this Annexation Agreement the day and year first above written, $% \left(1\right) =\left(1\right) +\left(1$

CITY: THE UNITED CITY OF YORKVILLE

Attention Control Control

RECORD OWNER/DEVELOPER

YORKVILLE FARMS DEVELOPMENT, LLC

EXHIBITS

EXHIBIT "A" Legal Description of Property

EXHIBIT "B" Preliminary Plat

EXHIBIT "C" Temporary Lift Station

EXHIBIT "D" Improvements

EXHIBIT "E" Fee Schedule

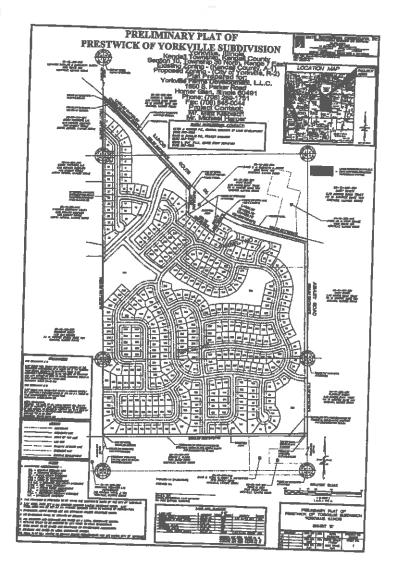
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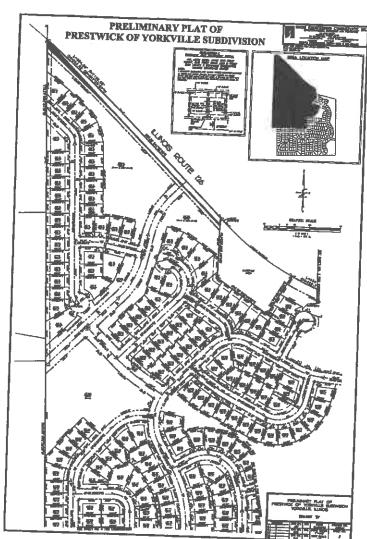


LEGAL DESCRIPTIONS

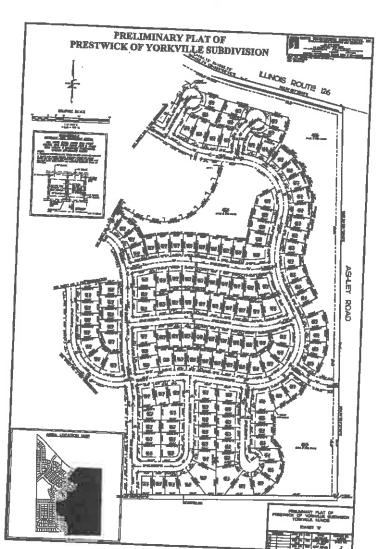
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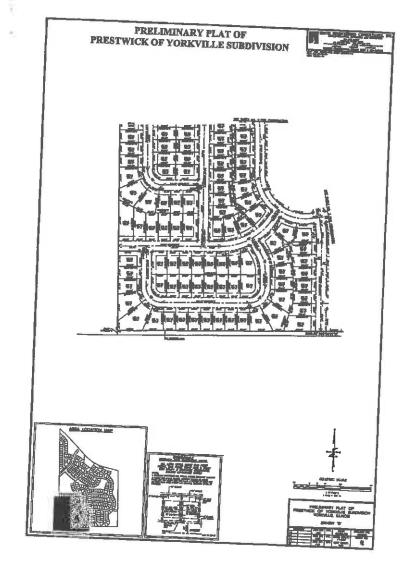


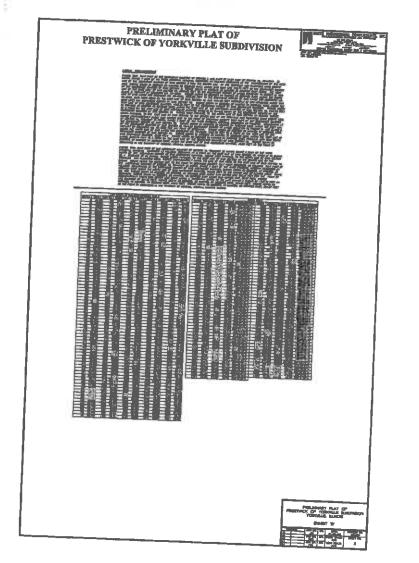


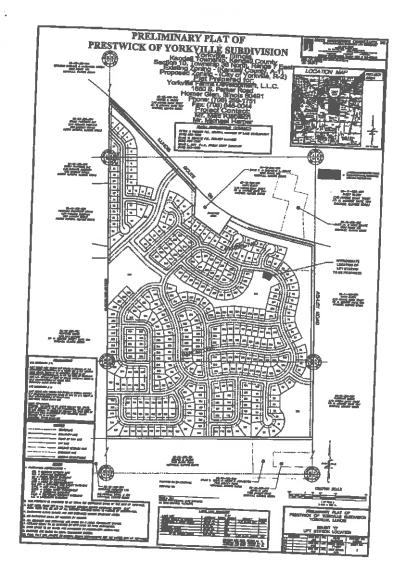
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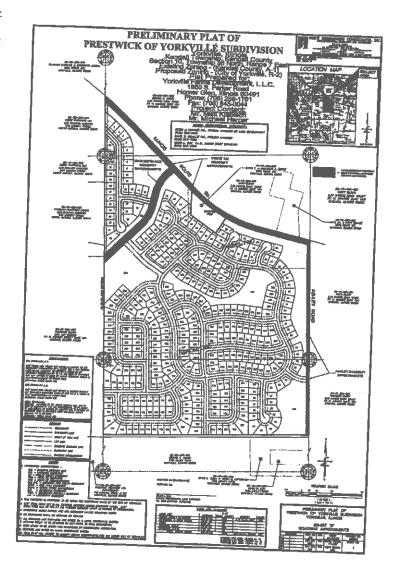


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Prestwick of Yorkville FEES PER UNIT

A paid receipt from the School District Office, 602-A Center Parkway Yorkville, must be presented to the City prior to issuance of permit	\$3,000
Separate Yorkville-Bristol Sanitary District fee - made payable to Y.B.S.D.	\$1,400

United City of Variable

United City of York	ville Fees			
Building Permit Cost \$650 plus to	0.20 per square foot		\$650 + \$	i0.20(8F)
2. Water Connection Fees		SF and DU 2+ Bed Att	\$2,660 N/A	
3. Water Meter Cost	Detached Units Attached Units		\$250 N/A	
4. City Sewer Connection I	-005			\$2,000
5. Water and Sewer Insper	aion Fee			\$25
6. Public Walks/Orlveway (nspection Fee			\$35
	on 'e see note o below ment Fees Total	\$700 \$300 \$150 \$500 \$50 \$100 <u>\$500</u> \$2,300		

B. Land Cash Fees "a" below	Apartment N / A N / A \$0.00	Townhome	Duplex	Single Family
Park		N/A	N / A	\$1,608.81
School		N/A	<u>N / A</u>	\$4,790
Land-Cash Fees Total		\$0.00	\$0.00	\$6,389.29

9. Road Contribution \$2,000

10. Weather Warning Siren Fee see note "b" below \$75/acre

Note: PUD egreement specifies that these fees are to be discounted

a. For upfront land-cash donations figures, please refer to "Land-Cash" worksheet b. \$75 \times 193.8 \times \$14,535 c. 50% of BKFD is to be paid at final plat (\$172,500)

United City of Yorkville Land Cash Analysis for Prestwick of

		Yorkville	-			28-Apr-0:
	ESTIMATED	POPULATION PER D	WELLING LINE			
TYPE	998.104		JHS	148	ADULTS	TOTAL
DETACHED SINGLE FAMILY						
2 BORM S BORM	0.102	0.191	0.084	0.067	1,004	2.000
4 BORN	0.254	0.44	0.126	9,179	1.821	2.00
5 ELORM	0.413	D.006	0.99	0,34	2.142	3.75
	0.238	0.488	9.130	0.249	2.637	3,749
ATTACHED BINGLE FAMILY (TOWNS	COMES & DUPLETONS					
1 BORM		0.084	0.018			
2 BDRM	0,092	0.198	P.058	0.037	1.080	1.107
S BORM 4 BORM	0.231	0.298	0.085	0.109	1,776	2.196
- served	0.312	0.462	0.13	0.205	2.243	2.822 3.382
APARTMENTS						0.000
Michaey	0					
BORM	0	0.084	0.046	0.097	1.26	1.479
EDRIM	8.042	0.18	0.18	860.0	1.749	1.860
ROM	0.06	0.330	0.048 0.086	0.079	1,814	1.04
				0.155	2.4EB	3.137

PEVELOPMENT	SPECIFICATIONS	
Detached Single Family		346
Attached Duplex	=	-
Attached Townhomes		- 1
Attached Apartments	-	اة
Total Units	at .	245

				345		
	PC	PUATION CALC	B ATIONS			_
% of Units with		A SUBSTITUTE CONT.	JUNIOR HIGH			
TYPE BORM Number	PRE-SCHOOL	ELEMENTARY	SCHOOL HIG	H SOUCOI	40v = ===	
WYANGED AND A			OUT TOOL FIRE	IN OUNDUL	ADULTS	TOTAL F
DETACHED SINGLE FAMILY						
BORM	D	0	0	a	0	
BDRM sone	0	0	0	ă		
BDRM AND THE	142.485	229.425	85.55	117,3	788.00	1293.7
TOTAL 100%	0 142.488	۵	0	0		(44)
TOTAL HUMAN	142,468	229.425	66.55	117.3	738.99	1203.7
TTACHED DUPLEX						Impaci
BORM 199 - ORC		_				
BORM 50%	ž	0	0	0	0	
BDRM Partie Book	ő	Ü	0	0	0	
BDRM	ŏ	, a	0	0	0	
TOTAL 100%	ō	ă		D	0	
	-	v	U	0	0	
TACHED TOWNHOMES						
XIM 1	0	0	0	0	_	
FOM 2 100%	0	ŏ	ŏ	ŏ	0	
RM 4 OR	0	ō	ő	ň	0	
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TOTAL 100%	0	0	ō	ő	, ,	
ARTMENTS				-		
Idency P. F. Will. Park	_	٥				
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PM B		0	0	0	Ŏ	ò
TOTAL 100%	ň	0	0	0		ă
	•	U	0	0	0	0

PARKS CALCULATION

Land required for detached single family
+ Land requirement for attached duplosas
+ Land required for standed tourbonnes
- Land required for standed tourbonnes
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Total park land-cash requirement for development 12,939 apresPark screens defected 2 cons
REMAINING UNFULFILLED LAND-CASH REQUIREMENT 6,936 ACRES

Remaining unfulfilling land-cash requirement (9.055 acros XCarard land-cash agussos valus (880.000 per rem REMAINING LAND-CASH REQUIREMENT LAND VALUE S555,040

What amount (if any) will be paid up front by the developer?

REVIDED PARK LAND-CASH REQUIREMENT AFTER UP FRONT FUNDING: \$885,040

| Single Family PE | 1293.75 | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

Single Family Permit: \$1,608.8:
Duplex Permit: N/A
Townbotnes Permit: N/A

SCHOOL COMPUTATION

| DETACHED SINGLE FAMILY ACRE REQUIREMENT | Bownerday | 8.587 across | + Junior HS | 2.426 across | + Junior HS | 2.426 across | + Junior HS | 2.000 across | + J

TOTAL SCHOOL LAND-CASH ACREAGE REQUIRED:

20.016 ACRES

Total achool land-oath scraage required 20.016 acres
-School scraage defound 1 20.016 acres
REMAINING SCHOOL LAND CASH REQUIREMENT 20.016 ACRES

Remaining achoot land-cesh requirement 20.616 serve X.Carrent Lind-cesh screams value 7.386,000 bit some REMAINING LAND CASH RECUIREMENT VALUE \$1,648,268.68

What amount (if any) will be paid up front by the developer? (1) For the sec

REVISED LAND-CASH REQUIREMENT AFTER UP FRONT FUNDING: \$1,649,257

Single Family Permit: \$4,780.46
Dupter Permit: N / A
Townhomes Permit: N / A
Apartments Permit: N / A

EXHIBIT D



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DEBBIE GILLETTE KENDALL COUNTY, IL

RECORDED: 10/30/2013 12:37 PM ORDI: 64.00 RHSPS FEE; 10.00 PAGES: 19

UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2013-56

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FIRST AMENDMENT TO THE ANNEXATION AGREEMENT OF YORKVILLE FARMS DEVELOPMENT – PRESTWICK OF YORKVILLE SUBDIVISION (YORKVILLE CHRISTIAN SCHOOL SUBDIVISION)

The Prestwick of Yorkville Subdivision Annexation Agreement was recorded on December 19, 2005 as Document #200500039118.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois This 8th day of October, 2013

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

Published in pamphlet form by the authority of the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois on October 16, 2013.

Ordinance No. 2013-<u>56</u>

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FIRST AMENDMENT TO THE ANNEXATION AGREEMENT OF YORKVILLE FARMS DEVELOPMENT – PRESTWICK OF YORKVILLE SUBDIVISION (Yorkville Christian School)

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

WHEREAS, the City and John and Michelle Stewart (the "Owner"), as successors to the original owners, desire to amend the Annexation Agreement, to provide for the resubdivision of Lot 358 for a private high school, amend the required donations and contributions and seek exceptions to the Zoning Ordinance; and,

WHEREAS, a public hearing was conducted by the Mayor and City Council (the "Corporate Authorities") on the amended annexation agreement on August 27, 2013, and all notices required by law have been given by the City and Owner; and,

WHEREAS, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code for the execution of the amended annexation agreement have been fully complied with; and,

WHEREAS, the Corporate Authorities have concluded that the approval and execution of the proposed First Amendment to the Annexation Agreement is in the best interests of the health, safety, and welfare of the City.

WHEREAS, the City and Owner desire to proceed in accordance with the terms and conditions as set forth in the First Amendment to the Annexation Agreement.

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

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

Section 2: The First Amendment to the Annexation Agreement of Yorkville Farms Development and the City of Yorkville (Prestwick of Yorkville Subdivision) attached hereto and made a part hereof by reference as Exhibit A is hereby approved; and the Mayor and City Clerk are hereby authorized and directed to execute and deliver same.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 3 day of October, 2013.

ROSE ANN SPEARS

KEN KOCH

CARLO COLOSIMO

CHRIS FUNKHOUSER

DIANE TEELING

JACKIE MILSCHEWSKI

Y

LARRY KOT

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this <u>IO</u> day of <u>OCTOBER</u> 2013.

STATE OF ILLINOIS))SS
COUNTY OF KENDALL)

FIRST AMENDMENT TO THE ANNEXATION AGREEMENT OF YORKVILLE FARMS DEVELOPMENT AND THE UNITED CITY OF YORKVILLE (PRESTWICK OF YORKVILLE SUBDIVISION)

WITNESSETH

WHEREAS, OWNER owns fee simple title to the real property which is legally described in Exhibit "A" attached hereto, consisting of approximately 190 acres, more or less (hereinafter "PROPERTY");

WHEREAS, on April 26, 2005, the CITY annexed and zoned the PROPERTY in an R-2 Single Family Residence District in accordance with the terms of the "Annexation Agreement of Yorkville Farms Development and The United City of Yorkville" ("AGREEMENT");

WHEREAS, the original owner and developer under the Agreement was unable to complete the development of the PROPERTY;

WHEREAS, the Final Plat for Unit 1 of the Property was recorded and the improvements required under Unit 1 were substantially completed;

WHEREAS, the Final Plat for Unit 2 was not recorded;

WHEREAS, the OWNER/DEVELOPER subsequently acquired the PROPERTY, described in Exhibit "A" to the AMENDMENT;

WHEREAS, the OWNER/DEVELOPER desires to amend the AGREEMENT to provide for a re-subdivision of Lot 358 for a private high school; amend the donations and contributions; and seek other exceptions to the Zoning Ordinance;

WHEREAS, R-2 Zoning under the CITY's ordinances allows for a school as a permitted use;

157226/3

WHEREAS, all notices required by law relating to this AMENDMENT have been given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Compiled Statues;

WHEREAS, the Corporate Authorities of the CITY have duly fixed the time for a public hearing on this AMENDMENT and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statues;

WHEREAS, the Corporate Authorities have duly held all public hearings relating to AMENDMENT all as required by the provisions of the CITY's Ordinances and Illinois Compiled Statues;

WHEREAS, in accordance with the powers granted to the CITY by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5 (2002), inclusive, relating to annexation agreements, the parties hereto wish to enter into this binding AMENDMENT of the AGREEMENT and to provide for various other matters related directly or indirectly to amending the annexation of the PROPERTY, as authorized by, the provisions of said statutes;

WHEREAS, pursuant to due notice and publication in the manner provided by law, the Plan Commission of the CITY have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15-1.3 (2002) and the ordinances of the CITY relating to the procedure for authorization, approval and execution of the subdivision of Lot 358 by the CITY.

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

1. AMENDMENT TO AGREEMENT.

OWNER has filed with the Clerk of the CITY a duly and properly executed Application to Amend Annexation Agreement pursuant to, and in accordance with the provisions of 65 ILCS 5/7-1-1 et seq. (2002). CITY agrees to adopt any necessary ordinances to amend the AGREEMENT as soon as reasonably practical. To the extent there is a conflict between the terms of the AMENDMENT and the AGREEMENT, the terms of the AMENDMENT shall control.

2. ZONING. That said paragraph be amended as follow:

A. PROPERTY shall be developed in substantial compliance with the ordinances of the CITY in effect at the time of passage of this AMENDMENT to AGREEMENT except as modified by said AMENDMENT.

B. The CITY shall approve the revised final plat of subdivision of Lot 358 in Prestwick of Yorkville, Unit 1, prepared by HR Green dated July 2, 2013, last revised September 9, 2013, attached hereto as Exhibit B.

3. Paragraph 5 DONATIONS AND CONTRIBUTIONS, be amended as follows:

A. DEVELOPER shall receive a credit against all City and County road impact fees for the improvements by the DEVELOPER to Il Route 126 at Penman Road, Ashley Road and Route 126 intersection and Ashley Road improvements adjacent to the PROPERTY.

B. DEVELOPER shall pay revised school and park land-cash fees or provide land dedication as required under the terms of this AMENDMENT and Exhibit C attached hereto.

4. Paragraph 6 <u>SECURITY INVESTMENTS.</u> Amend by providing an additional paragraph to read as follows:

OWNER/DEVELOPER has provided CITY with a Subdivision Bond for the Prestwick Subdivision in the amount of One-Million Eight-Hundred Seventy-Nine Thousand Six Hundred Eighty-Four and 00/100's Dollars (\$1,879,684.00). CITY agrees to reduce said bond so as not to bond for street parkway/trees and public side-walk improvements. CITY agrees to instead obtain any surety needed for such improvements from the builder of the home on each lot.

Developer will provide any required security for the high school improvements, including roadways.

5. Paragraph 9 <u>AMENDMENTS TO ORDINANCES</u>. Amend to read as follows:

CITY agrees to amend the five (5) years where referenced throughout said paragraph to ten (10) years, said ten (10) years commencing from the approval date of this AMENDMENT.

6. Paragraph 11 <u>FEES AND CHARGES</u>. Shall be revised as follows:

Notwithstanding the provisions of the AGREEMENT the fees due and owing to the CITY for those fees and amounts shall be set forth in the revised Exhibit C attached hereto and made a part of this AMENDMENT.

The Owner acknowledges that the donations contained in this Agreement, and the City Code, are made voluntarily by the OWNER, and the OWNER hereby waives for itself and its successors and assigns the right to contest at any time in the firture, the validity or the amount of the donations.

7. Paragraph 18 NOTICES AND REMEDIES. Shall be amended as follows:

City Attorney: Kathleen Field-Orr & Associates 53 W. Jackson Boulevard, Suite 964 Chicago, Illinois 60604 Developer:

John C. Stewart and Michelle L. Stewart

3874 N. IL Route 71 Sheridan, IL 60118

Developer Attorney:

John F. Philipchuck Dommermuth, Cobine, West, Gensler, Philipchuck, Corrigan and Bernhard, Ltd. 111 E. Jefferson Ave., Suite 200 Naperville, IL 60540 Telephone: 630-355-5800

Telephone: 630-355-5800 Facsimile: 630-355-5976

8. Paragraph 22 GENERAL PROVISIONS.

H. Term of Agreement Shall be amended as follows:

The term of this AGREEMENT shall be twenty (20) years. In the event that a permit for construction is issued within said twenty-year period all of the terms of this AGREEMENT for that permit shall remain enforceable despite said time limitation, unless modified by written agreement of the CITY and OWNER/DEVELOPER.

9. Add an additional paragraph 24. SCHOOL PROPERTY.

OWNER/DEVELOPER intends to develop the re-subdivided Lot 358 to accommodate an approximately 32 acre site for a private high school. CITY agrees that the existing R-2 One-Family Residence allows as a permitted use schools; including denominational or private, elementary and high, including playgrounds, garages for school buses and athletic fields. In addition, the CITY agrees to permit the following accessory and auxiliary uses all as permitted uses:

- Retail store, not to exceed 3,000 square feet, to be located completely within the school building and selling school supplies, plants and produce grown on the property, and spirit wear. Plants and produce may be sold seasonally outside.
- Equestrian/riding arena; temporary stabling used solely for intramural and extramural sports and tournaments defined as programs between the students of Yorkville Christian School and other high schools in sanctioned division, region, state or national competitions
- Electronic scoreboard; permanent and temporary sponsor signage; athletic field lighting; outdoor public address system
- Outdoor parking and storage of farming machinery; grain bins; greenhouses
- Concession/restroom buildings serving outdoor athletic venues
- Perpendicular street parking along Mustang Way serving the athletic fields
- School bus parking and garage

All such ancillary and accessory uses are limited to those stated above and are subject to the United City of Yorkville zoning regulations.

10. Add an additional paragraph 25. PARKING FOR HIGH SCHOOL.

CITY recognizes that the enrollment of the high school student population will increase slowly over time, therefore CITY agrees to allow the school to open with forty percent (40%) of the required parking in place and the remaining sixty percent (60%) to be land banked and installed as determined by the CITY.

11. Add an additional paragraph 26. <u>DEVELOPMENT NAME CHANGE.</u>

CITY agrees to allow OWNER/DEVELOPER to change the name of the development to Ashley Pointe.

12. Add an additional paragraph 27. SITE DEVELOPMENT.

CITY agrees to issue a site development permit to the DEVELOPER prior to final engineering approval, for mass grading work on the PROPERTY.

CITY further agrees to issue, upon submittal and approval of the proper plans, a building foundation only permit on the proposed School Property.

13. Add an additional paragraph 28, PARK SITE

DEVELOPER agrees to construct a paved area at a size, and in a location of the CITY'S choosing to accommodate vehicular parking on Lot 359, the future Park Site. DEVELOPER shall be given a credit against remaining park fees owed the CITY for the PROPERTY after the lot 359 Park Site dedication.

IN WITNESS WHEREOF, the parties have hereupto set their hands on this 10

day of OCTOBER	. 2013.
CITY:	OWNER/DEVELOPER:
UNITED CITY OF YORKVILLE	JOHN C. STEWART AND MICHELLE L. STEWART
By: May Nobril Mayor	John C. Stewart

Attest: Self Vanen
City Clerk
Michelle L. Stewer

Prepared By:
John F. Philipchuck
Dommermuth, Cobine, West, Gensler,
Philipchuck, Corrigan and Bernhard, Ltd.
111 E. Jefferson Ave., Suite 200
Naperville, IL 60540
630-355-5800

EXHIBIT INDEX TO THE AMENDMENT

EXHIBIT A REVISED LEGAL DESCRIPTION

EXHIBIT B FINAL PLAT

EXHIBIT C FEES

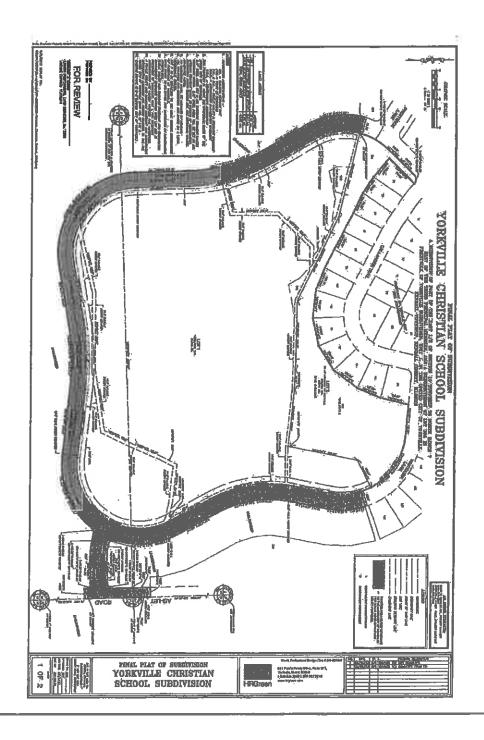
EXHIBITAA

UNIT ONE;

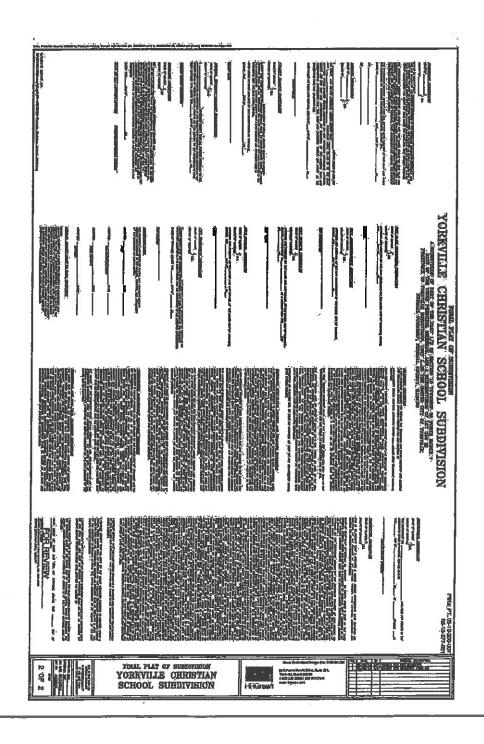
LOTS 1 THROUGH 10, INCLUSIVE, LOTS 12 THROUGH 41, INCLUSIVE, LOTS 43 THROUGH 50, INCLUSIVE, LOTS 52 THROUGH 63, INCLUSIVE, LOT 65 THROUGH 108, INCLUSIVE, LOTS 357 THROUGH 363, INCLUSIVE, AND LOT 365 IN PRESTWICK OF YORKVILLE UNIT 1, BEING A SUBDIVISION OF PART OF SECTIONS 3 & 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006, AS DOCUMENT NUMBER 200600035287, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1776.14 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 40 MINUTES 34 SECONDS EAST, 258.23 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 38 DEGREES 32 MINUTES 30 SECONDS EAST, AN ARC LENGTH OF 31.79 FEBT; THENCE NORTH 41 DEGREES 45 MINUTES 34 SECONDS EAST, 269.09 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283,00 FEET AND A CHORD BEARING OF NORTH 68 DEGREES 21 MINUTES 45 SECONDS EAST, AN ARC LENGTH OF 262.80 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 05 SECONDS EAST, 0.59 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF NORTH 54 DEGREES 36 MINUTES 04 SECONDS EAST. AN ARC LENGTH OF 35.22 FEET; THENCE SOUTH 75 DEGREES 45 MINUTES 48 SECONDS EAST. 70.00 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 265.00 FEET AND A CHORD BEARING OF SOUTH 14 DEGREES 09 MINUTES 29 SECONDS WEST, AN ARC LENGTH OF 0.73 FEET; THENCE SOUTH 75 DEGREES 55 MINUTES 15 SECONDS EAST, 145.79 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS WEST, 61.16 FEET; THENCE SOUTH 29 DEGREES 47 MINUTES 52 SECONDS EAST, 37.26 FEET; THENCE NORTH 76 DEGREES 49 MINUTES 03 SECONDS EAST, 116.69 PEET; THENCE SOUTH 81 DEGREES 47 MINUTES 13 SECONDS EAST, 153,95 FEET: THENCE SOUTH 63 DEGREES 29 MINUTES 31 SECONDS EAST, 112.02 FEET; THENCE SOUTH 45 DEGREES 59 MINUTES 45 SECONDS EAST, 111.92 FEET: THENCE SOUTH 29 DEGREES 23 MINUTES 15 SECONDS EAST, 55.65 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 45 SECONDS EAST, 90.04 FEET; THENCE NORTH 82 DEGREES 41 MINUTES 33 SECONDS EAST, 88.65 FEET; THENCE NORTH 87 DEGREES 00 MINUTES 20 SECONDS EAST, 88.65 FEET: THENCE SOUTH 88 DEGREES 40 MINUTES 53 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 08 SECONDS EAST, 85.86 FEET; THENCE SOUTH 83 DEGREES 43 MINUTES 10 SECONDS EAST, 238.13 FEET; THENCE NORTH 04 DEGREES 45 MINUTES 16 SECONDS EAST, 13.20 FEET; THENCE NORTH 11 DEGREES 14 MINUTES 44 SECONDS EAST, 288.09 FEET; THENCE NORTH 62 DEGREES 41 MINUTES 24 SECONDS EAST, 127.61 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 267.00 FEET AND A CHORD BEARING OF SOUTH 22 DEGREES 18 MINUTES 37 SECONDS EAST, AN ARC LENGTH OF 46.60 FEBT; THENCE NORTH 72 DEGREES 41 MINUTES 23 SECONDS EAST. 216.00 FEET; THENCE SOUTH 10 DEGREES 59 MINUTES 02 SECONDS EAST, 106.45 FEET;

THENCE SOUTH 01 DEGREES 40 MINUTES 08 SECONDS WEST, 106.45 FEET; THENCE SOUTH 10 DEGREES 43 MINUTES 58 SECONDS WEST, 86,80 FEET; THENCE SOUTH 11 DEGREES 14 MINUTES 44 SECONDS WEST, 80.00 FEBT; THENCE SOUTH 07 DEGREES 24 MINUTES 58 SECONDS WEST, 72.99 FEET; THENCE SOUTH 05 DEGREES 14 MINUTES 55 SECONDS EAST. 71.04 FEET: THENCE SOUTH 18 DEGREES 06 MINUTES 54 SECONDS EAST, 71.04 FEET: THENCE SOUTH 27 DEGREES 45 MINUTES 40 SECONDS EAST, 77.42 FEET; THENCE SOUTH 28 DEGREES 15 MINUTES 03 SECONDS EAST, 80.00 FEET; THENCE SOUTH 27 DEGREES 34 MINUTES 17 SECONDS EAST, 87.88 FEET; THENCE SOUTH 15 DEGREES 28 MINUTES 24 SECONDS EAST, 106.01 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 03 SECONDS EAST, 52.39 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 09 SECONDS EAST, 84.51 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 74.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 27 MINUTES 24 SECONDS BAST, ALONG THE BAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, 1006.36 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO ROBERT M. AND ELAINE B. STEWART BY DOCUMENT NO. 72-5656; THENCE SOUTH 88 DEGREES 04 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS PER DOCUMENT NO. 72-5656, 2655.55 FEET TO THE SOUTHWEST CORNER OF SAID LANDS PER DOCUMENT NO. 72-5656, SAID POINT BEING ON THE WEST LINE OF THE SOUTHBAST QUARTER OF SAID SECTION 10, AND 1876,91 FEET SOUTHERLY OF (AS MEASURED ALONG SAID WEST LINE) THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1876.91 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, THE TOWNSHIP OF TOWN CON DAINING THE 2D A CHESS OF LAND MORESON TESS.



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EXHIBIT C

ASHLEY POINTE

FEES PER UNIT

A paid receipt from the School District Office, 602-A Center Parkway, Yorkville, Illinois, must be presented to the City prior to issuance of permit

\$3,000.00

Separate Yorkville-Bristol Sanitary District fee – made payable to Y.B.S.D.

\$1,400.00

United City of Yorkville Fees

1.	Building	Permit
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Cost \$650.00 plus \$0.20 per square foot

\$650+\$0.20(SF)

2.	Water Connection Fees	SF and DU	\$3,700
		2+ Bed Att	N/A

3.	Water Meter Cost	Detached Units \$	475
		Attached Unit	N/A

4. City Sewer Connection Fees \$2,000

5. Water and Sewer Inspection Fee \$ 25

6. Public Walks/Driveway Inspection Fee \$ 35

7. Development Fees

Public Works	\$ 700
Police	\$ 300
Building	\$ 150
Library (see note "d" below)	\$500 * \$250
Parks & Recreation	\$50
Engineering	\$100
Bristol-Kendall Fire (see note "c" below)	\$1000 * \$500

- 8. School Fees (see note "a" below)
 - a. School Fee payments are estimates based upon projected residential lot numbers and shall be recalculated based upon the total number of residential lots that are final platted.

- 9. All Road Contributions N/A; to be satisfied by improvements to Penman/Rt. 126; Ashley Road/Rt. 126; and Ashley Road Improvements
- 10. Weather Warning Siren Fee (see note "b" below)

\$ 75/acre

11. Park Fees.

- a. Value per acre \$30,000
- b. Acres required:

10.05 total acres

6.67 acres dedicated

3.38 acres unsatisfied

This acreage is based upon current projected residential lot numbers and shall be recalculated based upon the total number of residential lots that are final platted.

- c. Actual cost of paving parking lot as evidenced by paid invoices shall be deducted from total amount due.
- d. (i) Payment of one-third (1/3) of the amount due after credit for parking lot paying shall be due within thirty (30) days of receipt of an invoice from the City;
 - (ii) Payment of one-third (1/3) shall be due on the one year anniversary of the date of approval of this First Amendment by the City Council; and,
 - (iii)Final one-third (1/3) payment shall be due on the second year anniversary of the date of approval of this First Amendment by the City Council.

Notes:

- a. School fees are \$1,792.68 per lot, payable at building permit.
- b. $$75/\text{acre } \times 193.81 = $14,535$. \$54.25/lot payable at building permit.
- c. 50% of BKFD fee for Unit 1 paid (\$52,000). Remaining lots in Unit 1, (104) pay \$500/lot at building permit. All remaining lots in future units pay \$1,000/lot at building permit.
- d. 50% of library fee for Unit 1 paid (\$26,000). Remaining lots in Unit 1 (104) pay \$250.00/lot at building permit. All remaining lots in future units pay \$500/lot at building permit.

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0 3 Bedroom
289 4 Bedroom
5 Bedroom
5 Bedroom
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UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2014-26

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE SECOND AMENDMENT TO THE ANNEXATION AGREEMENT FOR THE YORKVILLE FARMS DEVELOPMENT (ASHLEY POINTE SUBDIVISION fka PRESTWICK OF YORKVILLE)

The Prestwick of Yorkville Subdivision Annexation Agreement was recorded on December 19, 2005 as Document #200500039118 and the First Amendment to the Annexation Agreement of Yorkville Farms Development – Prestwick of Yorkville Subdivision was recorded on October 30, 2013 as Document #201300022150.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois This 27th day of May, 2014

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

Published in pamphlet form by the authority of the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois on December 3, 2014.

Ordinance No. 2014-<u>26</u>

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE SECOND AMENDMENT TO THE ANNEXATION AGREEMENT FOR THE YORKVILLE FARMS DEVELOPMENT (ASHLEY POINTE SUBDIVISION fkg PRESTWICK OF YORKVILLE)

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

WHEREAS, the City and John and Michelle Stewart (the "Owners"), as successors to the original owners, entered into a First Amendment to the Annexation Agreement of Yorkville Farms Development pursuant to Ordinance 2013-56, adopted October 8, 2013: and,

WHEREAS, the Owners, have requested to further amend the Annexation Agreement, to reduce the security requirements for school improvements and roadways; and,

WHEREAS, the City and Owners desire to proceed as requested in accordance with the terms and conditions as set forth in the Second Amendment to the Annexation Agreement.

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

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

Section 2: That the Second Amendment to the Annexation Agreement of Yorkville Farms Development and The City of Yorkville (Prestwick of Yorkville Subdivision) attached hereto and made a part hereof by reference is hereby approved, and, the Mayor and City Clerk are hereby authorized and directed to execute and deliver same.

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

Passed by the City Council of	of the United City of Ye	orkville, Kendall County, Illino	ois this 27 day
of May,	2014.	Beth	Vanen
		CITY CLERK	•
CARLO COLOSIMO	<u> </u>	KEN KOCH	<u>Y</u>
JACKIE MILSCHEWSKI		LARRY KOT	
CHRIS FUNKHOUSER	<u> </u>	JOEL FRIEDERS	
ROSE ANN SPEARS	Y	DIANE TEELING	Y

Approved by me, as Mayor of the United City o	of Yorkville, Kendall County, Illinois, this/	day of
DECEMBER 2014.		
	Hang & Notinsk	
	MAYØR	

SECOND AMENDMENT TO THE ANNEXATION AGREEMENT OF YORKVILLE FARMS DEVELOPMENT AND THE UNITED CITY OF YORKVILLE (Prestwick of Yorkville Subdivision)

This Second Amendment to the Annexation Agreement of Yorkville Farm Development (Prestwick of Yorkville Subdivision) (the "Amendment"), is made and entered into this <u>27</u>, day of <u>MAY</u>, 2014, by and between the United City of Yorkville, a Kendall County, Illinois, a municipal corporation (the "City"), and the owner of record John C. Stewart and Michelle L. Stewart ("Owner" or "Developer" or "Owner/Developer").

WITNESSETH

WHEREAS, Owner owns fee simple title to the real property which is legally described in Exhibit A attached hereto, consisting of approximately 190 acres, more or less (hereinafter "Property"); and,

WHEREAS, on April 26, 2005, the Mayor and City Council (the "Corporate Authorities") entered into An Annexation Agreement of Yorkville Farms Development (the "Original Agreement") which provided for the zoning of the Property as R-2 Single Family Resident District established the required infrastructure and public improvements deemed necessary to serve the Property when developed, and set forth the required donations, fees and security to guarantee the completion and maintenanc3e of the public improvements; and,

WHEREAS, on October 8, 2014, the Corporate Authorities approved the First Amendment to the Annexation Agreement of Yorkville Farms Development and the United City of Yorkville (Prestwick of Yorkville Subdivision) (the "First Amendment") which among other things, approved a revised plat of subdivision; established permitted uses for a portion of the Property to be developed as a school, changed the name of the Subdivision to Ashley Pointe; and

revised the security requirements of the Owner/Developer to include security for the school improvements including roadways; and,

WHEREAS, the Owner/Developer has now requested a reduction of the security requirements of the Owner/Developer to include security for the school improvements including roadways; and,

WHEREAS, the Owner/Developer has now requested a reduction of the security requirement for the roadways which the Corporate Authorities are willing to grant subject to the terms and conditions hereinafter set forth.

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

Section 1. The foregoing Preambles are hereby adopted as if fully restated herein.

Section 2. Paragraph 4 of the First Amendment amending Paragraph 6 of the Original Agreement stating that "the Developer will provide any required security for the high school improvements, including roadways" is further amended by adding the following additional paragraph:

"The Developer acknowledges its responsibility for all required security for the high school improvements, including roadways; provided, however, the City agrees to release to the Developer/Owner any security for the roadway improvements related to the Route 126 intersection held by the City upon written acknowledgement by the Owner/Developer that it understands and agrees that no certificate of occupancy for the school or any other structure constructed on the Property shall be issued by the City until such time as the Owner/Developer has deposited sufficient security for the roadway improvements related to the Route 126 intersection with the Illinois Department of Transportation ("IDOT") and the City has received confirmation from IDOT of the receipt of such security."

Section 3. All other terms and conditions of the Original Agreement as amended by the First Amendment remain in full force and effect.

arties have hereunto set their hands on this/_ days
United City of Yorkville, an Illinois municipal Corporation Mayor Mayor
_
John C. Stewart Michelle E. Stewart Michelle E. Stewart

EXHIBITAL

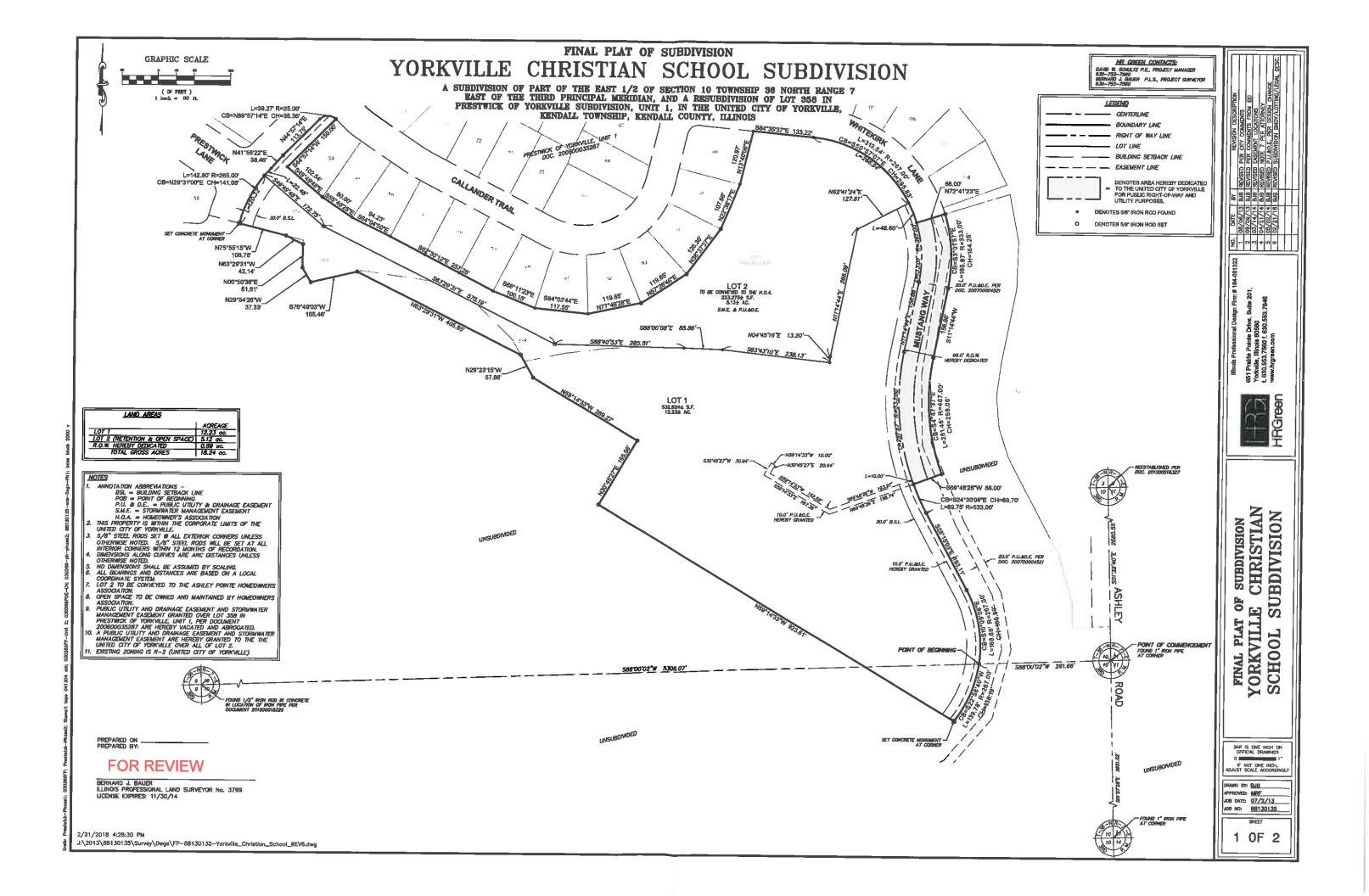
UNIT ONE:

LOTS 1 THROUGH 10, INCLUSIVE, LOTS 12 THROUGH 41, INCLUSIVE, LOTS 43 THROUGH 50, INCLUSIVE, LOTS 52 THROUGH 63, INCLUSIVE, LOT 65 THROUGH 108, INCLUSIVE, LOTS 357 THROUGH 363, INCLUSIVE, AND LOT 365 IN PRESTWICK OF YORKVILLE UNIT 1, BEING A SUBDIVISION OF PART OF SECTIONS 3 & 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERBOF RECORDED OCTOBER 31, 2006, AS DOCUMENT NUMBER 200600035287, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

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THAT PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1776.14 FERT FOR THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 40 MINUTES 34 SECONDS EAST, 258.23 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 38 DEGREES 32 MINUTES 30 SECONDS BAST, AN ARC LENGTH OF 31.79 FEBT; THENCE NORTH 41 DEGREES 45 MINUTES 34 SECONDS EAST, 269.09 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 68 DEGREES 21 MINUTES 45 SECONDS BAST, AN ARC LENGTH OF 262.80 FERT; THENCE SOUTH 85 DEGREES 02 MINUTES 05 SECONDS EAST, 0.59 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF NORTH 54 DEGREES 36 MINUTES 04 SECONDS EAST, AN ARC LENGTH OF 35.22 FEET; THENCE SOUTH 75 DEGREES 45 MINUTES 48 SECONDS EAST, 70.00 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 265.00 FEET AND A CHORD BEARING OF SOUTH 14 DEGREES 09 MINUTES 29 SECONDS WEST, AN ARC LENGTH OF 0.73 FEET; THENCE SOUTH 75 DEGREES 55 MINUTES 15 SECONDS EAST, 145.79 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS WEST, 61.16 FEET; THENCE SOUTH 29 DEGREES 47 MINUTES 52 SECONDS BAST, 37.26 FEET; THENCE NORTH 76 DEGREES 49 MINUTES 03 SECONDS EAST, 116.69 FEET; THENCE SOUTH 81 DEGREES 47 MINUTES 13 SECONDS EAST, 153.95 FEET; THENCE SOUTH 63 DEGREES 29 MINUTES 31 SECONDS EAST, 112.02 FEET; THENCE SOUTH 45 DEGREES 59 MINUTES 45 SECONDS BAST, 111.92 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 15 SECONDS EAST, 55.65 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 45 SECONDS EAST, 90.04 FEBT; THENCE NORTH 82 DEGREES 41 MINUTES 33 SECONDS BAST, 88.65 FEBT; THENCE NORTH 87 DEGREES 00 MINUTES 20 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 53 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 08 SECONDS EAST, 85.86 FEET; THENCE SOUTH 83 DEGREES 43 MINUTES 10 SECONDS EAST, 238.13 FEBT; THENCE NORTH 04 DEGREES 45 MINUTES 16 SECONDS EAST, 13.20 FEBT; THENCE NORTH 11 DEGREES 14 MINUTES 44 SECONDS EAST, 288.09 FEET; THENCE NORTH 62 DEGREES 41 MINUTES 24 SECONDS EAST, 127.61 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 267.00 FEET AND A CHORD BEARING-OF SOUTH 22 DEGREES 18 MINUTES 37 SECONDS EAST, AN ARC LENGTH OF 46.60 FEET; THENCE NORTH 72 DEGREES 41 MINUTES 23 SECONDS HAST, 216.00 FEBT; THENCE SOUTH 10 DEGREES 59 MINUTES 02 SECONDS EAST, 106.45 FEBT;

THENCE SOUTH 01 DEGREES 40 MINUTES 08 SECONDS WEST, 106.45 FEET; THENCE SOUTH 10 DEGREES 43 MINUTES 58 SECONDS WEST, 86.80 FEET; THENCE SOUTH 11 DEGREES 14 MINUTES 44 SECONDS WEST, 80.00 FEBT; THENCE SOUTH 07 DEGREES 24 MINUTES 58 SECONDS WEST, 72.99 FEET; THENCE SOUTH 05 DEGREES 14 MINUTES 55 SECONDS EAST, 71.04 FRET; THENCE SOUTH 18 DEGREES 06 MINUTES 54 SECONDS RAST, 71.04 FERT; THENCE SOUTH 27 DEGREES 45 MINUTES 40 SECONDS EAST, 77.42 FEET; THENCE SOUTH 28 DEGREES 15 MINUTES 03 SECONDS EAST, 80.00 FEET; THENCE SOUTH 27 DEGREES 34 MINUTES 17 SECONDS RAST, 87.88 FEET; THENCE SOUTH 15 DEGREES 28 MINUTES 24 SECONDS EAST, 106.01 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 03 SECONDS EAST, 52,39 FEBT; THENCE NORTH 88 DEGREES 28 MINUTES 09 SECONDS BAST, 84.51 FEBT TO THE BAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE BAST LINE OF SAID NORTHBAST QUARTER, 74.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 27 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, 1006.36 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO ROBERT M. AND BLAINE E. STEWART BY DOCUMENT NO. 72-5656; THENCE SOUTH 88 DEGREES 04 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS PER DOCUMENT NO. 72-5656, 2655.55 FEBT TO THE SOUTHWEST CORNER OF SAID LANDS PER DOCUMENT NO. 72-5656, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, AND 1876.91 FEBT SOUTHERLY OF (AS MEASURED ALONG SAID WEST LINE) THE POINT OF BEGINNING: THENCE NORTH 01 DEGREES 32 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1876.91 FEET TO THE POINT OF ADETAILENG TIS DE CHASOT LA GUNGRETOR ESP





CHRISTIAN JBDIVISION FINAL PLAT OF CORKVILLE CSCHOOL SUE

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

N K

APPROVED: MRF 408 DATE: 07/2/13 JOB NO: <u>88130135</u>

2 OF 2

YORKVILLE CHRISTIAN SCHOOL SUBDIVISION

A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10 TOWNSHIP 36 NORTH RANGE 7.

EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOT 358 IN WILLE SUBDIVISION, UNIT 1, IN THE UNITED CITY OF YORKVILLE ENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

KENDALL COUNTY RIGHT TO FARM STATEMENT

COUNTY OF) S.S.	PRESTWICK OF YORKVILLE SUBDIVISION, I KENDALL TOWNSHIP, K
THIS IS TO CERTIFY THAT ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE FERENCING SUPETIOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SUPETION, SUBJECTION, AND PLAYED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALICED AND PROPERTY FOR STATISTIC, AND DO HEREISY ACCORDINGEDICE, AND JODP'T THE SAME UNDER THE STILL AND TILL PROPERTY MINOCATED.	
THE UNDERSCHOOL HEREBY DERICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THORRISHMERES, STREETS, ALLEYS AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHORE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER PRANCHES. AGREEMENT HE UNITED TYP YORKMALE, THER SUCCESSIONS AND ASSIGNS, THE EASEMENT PROMISSIONS WITH A STATED HEREON.	CITY PLAN. COMMISSION CERTIFICATE STATE OF ELINOIS) S.S.
THE UNDERSONED FURTHER CERTIFY THAT ALL OF THE LAND INCLIDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKHILE COUNTY UNIT SCHOOL DISTRICT TIE.	COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE UNITED CITY OF YORKNILE, ILLINOIS,
GATED AT 20	THISDAY OF, 20
8%	CUPHA
8% <u> </u>	or presentation
MOTARY CERTIFICATE STATE OF	CITY ADMINISTRATOR'S CPRIFICATE
STATE OF	STATE OF RUMOIS) S.S.
,	COUNTY OF KENDALL)
I, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HERBIY CETTEY THAT	APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKYALLE, ALENCIS, THISOAY OF ZO
PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTITUMENT, APPEARED	
GEFORE ME THIS DAY AND ACMONIMEDICED THE EMECUTION OF THE AMBIED FLAT AND ACCOMMENTATION RESTRUCTURES FOR THE USES AND PURPOSES THISTEIN SET FORTH AS HIS (HERK)THERN) FREE AND VOLUNTARY ACT.	CITY ADMINISTRATOR
GIVEN UNDER MY HAND AND NOTABLAL SEAL THIS DAY OF 20	
	CITY CLERK'S CERTIFICATE
MOTARY PUBLIC	STATE OF ILLINOIS) S.S.
	COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKINLE.
COUNTY CLERK'S CERTIFICATE	LLINGS, BY ORDHANCE No. AT A MEETING HELD THS
STATE OF ILLINOIS) S.S. COUNTY OF INDIDALL)	
L. CERTIFY THAT THERE ARE NO DESINDENT GENERAL TAKES NO UNIPAR CLEMENT TAKES. NO HEREBY CERTIFY THAT THERE ARE NO DESINDENT GENERAL TAKES NO UNIPAR CLEMENT TAKES. NO UNIPAR PROFIDED TAKES, AND NO REDEBINABLE TAY SALES AND	दार व्यक्तर
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE.	CITY COUNTS CERTIFICATE
ELINOIS, THIS DAY OF	STATE OF ILLNOIS) S.S.
	COUNTY OF KENDALL)
COUNTY CLERK	APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKMILE, ELINGIS, THIS DAY OF 20
KENDALL TOWNSHIP HIGHWAY COMMISSIONER	MYDR
STATE OF ALMOIS)) S.S.	mer a una
COUNTY OF KENDALL)	
I, DO HERBHY CERTIFY THAT ALL MATTERS PERTAINING TO THE HIGHWAY REQUIREMENTS AS DESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE	CITY ENGINEER'S CERTIFICATE
COUNTY BOARD OF KENDALL COUNTY, RISGFAR AS THEY PERTAIN TO THE ANNEXED PLAT, HAVE SEEN COMPLED WITH, DATED THIS	STATE OF REMONS) S.S. COUNTY OF REMONAL!
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TOWNSHIP HIGHWAY COMMISSIONER	LENERTY CONTRY THAT THE RECUMED MEMOREMENT MAY BEEN MISTALLED ON THE RECUMEND CHARGE OF MEMOREMENT MAY BEEN MISTALLED ON THE RECUMEND CHARGE OF MEMOREMENTS.
DRAMAGE CERTIFICATE	DATED AT YORKHILE, ELINOIS THIS DAY OF, 20
STATE OF RUNOIS)	
COUNTY OF KENDALL) SS	CITY ENGINEER
NE, REGISTERED PROFESSIONAL ENGINEER AND COMMER OR ATTEMPT SHAPE THE TRANSPORTED AND ADDRESS AND TO THE TRANSPORTED AND THE TR	arr enomicer
NE. REGISTRED PROFESSIONAL ENGINEER AND OWNER (OR HIS ATTORNEY) SUBJECT THE DRAMAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTITUTION OF THIS SUBJECT THE DRAMAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTITUTION OF THIS SUBJECTION OR ANY PART THEORY, OR, THAT I SUCH SUFFRACE WATER DRAMAGE WILL BE CHANGED, ECASIONABLE PROFISSIONS HAVE BEEN MADE FOR THE SUBJECT OF THE CONSTITUTION OF THE SUBJECT OF THE SUBJEC	ADDAGA TINU ACCUTA
WATER DRAWING, WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIMERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAWIS WHICH THE	ASROGATION NOTE:
SHERIMEN HAS A HIGH TO USE, AND THAT SUCH SUFFACE WATERS WILL BE PLANED FOR M ACCORDANCE WITH GENERALLY ACCOUNTED RECINEERING FRANCICES SO AS TO REDUCE THE LIBELHOOD OF DIMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.	THE APPROVING AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSIDERT OF THE RELEASE, VACATION, AND ABROGATION OF THE EASEMENTS AS SHOWN HEREON.
DATED THIS DAY OF	ACCEPTED: DATE:
OWNER (OR DULY AUTHORIZED ATTORNEY) REGISTERED PROPESSIONAL ENGINEER	AIEI
THE PROPERTY OF THE PROPERTY O	
	ACCEPTED: DATE: DATE:

EASEMENT PROMISIONS A MON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONNEALTH EDISON COMPANY, AMERITECH BLINGS GIRG. BLINGS BELL TELEFHONE COMPANY, CRANTESS THE UNITED CITY OF YORKWILLE, ILLINOIS.

THEN RESPECTIVE LUCHISES, SUCCESSORS AND ASSIGNS, DUNITY AND SEVERALLY TO CONSTRUCT. OPERATE REPARK MANIMAL MODIFY, RECONSTRUCT, REPLACE, SUPPLIEDIT, RECORDER REPARK, MANIMAL MODIFY, RECONSTRUCT, REPLACE, SUPPLIEDIT, RECORDER AND RESPONSE PROBLEMS, FROM THE TO THE POLES GUYS, ANDMORS, MESS, CABLES, CORDUITS, MANIMERS, MANIME

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FURTH FOR SUCH TERM IN THE "COMPONIUM PROPERTY ACT; CHAPTER 765 E.CS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON MEA OR MEAS" IS DETRIED AS A LOT, PARCED OR MEA OF THE REAL PROPERTY, THE EMERICAL USE AND EMOVIMENT OF WHICH IS RESERVED IN MILIE OR AS AN APPORTROMMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR MEAS WHICH THE FLAMED CEVELOPMENT, EVEN THROUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE FLAT BY TERMS SUAN STOUTHORS," COMMON ELEMENTS, "OPEN SPACE", "TOPEN MEA", "COMMON ELEMENTS," OPEN SPACE", "TOPEN MEA", "COMMON ELEMENTS," TOPEN SPACE", "TOPEN MEA", "TOWN OF STRUCTURES SUAN AND "COMMON APEA", THE TERMS "COMMON APEA OR APEAS" AND "COMMON ELEMENTS "WITH STRUCTURE OFFICERS AND MULLIONS, BUT ENCLUDED EVEN APPROXIMENT PAYSOLAUTY COOLINGED BY A BRADDING, SETRICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOR, RETENTION PROP OR MEASUREMENT ELEMENTS.

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

EASEMENT FOR PUBLIC UTILITIES AND DEMANGE PROVISIONS

A NON-ECUSIVE EXSENTE IS HERREY RESERVED FOR AND GAMENT TO SEC AMERITEDA, INCOR, ORD COME OD, COMENST, OTHER PUBLIC UTILITIES AND HILDERS OF EMISSION FRANCHSES GRANTED BY THE CITY OF YORNALLE, LEUKOS, AND THEM RESPECTIVE SUCCESSION AND ASSOCIA WITHIN THE ARCAS SHOWN ON THE PLAY AS "PUBLIC UTILITY & FRANCH EXCHANGE EXSERT!" (INDIVIDUAL MOSTER) AND AND ANALYSIS ANALY

HECKSANY AND REQUERED FOR SUCH USES AND PURPUSES.

THE ABOVE HAMED ENTITIES AND REBERT FORTHED THE RIGHT TO ENTER UPON EASSMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET PORTHE AND THE RIGHT TO EVIT, TIME, OR REMOVE ANY TREES, SKRUES OF OTHER PURPUSE WITH MICHAEL STRUCKTOR, ASSTRUCKTOR, ORGENIZATIONS SHALL BE CONSTRUCTED IN UPON, OR OBSERVED SHALL BE ASSENTED. BUT AND OTHER SHALL BE DESCRIBED.

THE COCCUPATION AND USE OF THE MON-POLISHE LESSHENT MERRIN GRANTED AND RESERVED FOR THE ABOVE MANDED PRITTINGS OF LACH OF SLICK ENTITIES SHALL BE DONE IN SLICK A MANNER ON AS MAY TO INTERPRET WITH OR PREVIOUS THE COLUMN THE STATE A MANNER ON AS MAY TO INTERPRET WITH OR PREVIOUS THE COLUMN THE PROPERTY OF THE PROPERTY

FOLIDING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKWILE IN THE EXERCISE OF ITS EASTMENT FRONTS HEREIN GRANTED, SAID CITY SHALL HAVE NO GRUGATION WITH RESPECT TO SHAFALD RESPONDENCY, PROVIDED TO, THE RESPONDENCY, PROPRIES OF PARKENIN, CIPRE, GUTTERS, THESE, LININ OR SPREIGHOFF, PROVIDED, HOWEVER, THE ALL THE SHAFFLE AND LITERAL FOR THE SHAFFLE AND HOLD AND THE SHAFFLE AND HOLD BY SHALL BE CREATED SOLD AND THE BOASTLE BOARDER, TO GRADELL AND HOLD AND ALL TRENON CREATERS, TO REMOVE ALL PROSESS OFFICES AND STOLL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEMA AND WORKSLAFFLE CREATION.

STORMANATER MANAGEMENT EASEMENT PROMISIONS

STOCKMINATER MANAGEMENT EASEMENT PROVINCIONS

AN EASEMENT IS MEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKALE AND TO ITS SUCCESSORS AND ASSORS, OBER ALL OF THE AREAS MARKED "STOCKMINATER MANAGEMENT EASEMENT" (Obbraiched SAME). ON THE PLAT FOR THE PERPETUAL RIGHT, PRIMERIC, AND AUTHORITY TO SERVEY, CONSTRUCT, RECONSTRUCT, REPARA, RIPSTC, MANTHAM AND OFFERING STOCKMES AND THE STOCKMES SAME SERVEY, AND THE STOCKMES SAME SAME TOCKMES WITH ANY AND ALL RECESSARY MANAGES, CATCH BASSES, SAME SERVEY, AND OTHER STRUCTURES AND OFFERING STRUCTURES SAME SAME OFFERING SAME AND OTHER STRUCTURES AND OTHER STRUCTUR

THE OMNET OF THE PROPERTY SHALL REMAIN RESPONSERE FOR THE MARITEMANCE OF THE STORMANDED MARKACINETY AREA AND APPRICIABALISTS. THE UNITED CITY FORWALLE WILL PROPERTY OF VIOLENCE. PRODUCTIONS AS DESIDED RECESSARY BY THE CITY ENGINEER OF THE WHITED CITY OF VIOLENCE.

PEDESTRIAN AND BIKE TRAIL EASEMENT PROVISIONS

PEDESTRAM AND BIGS TRAIL EASTMENT PROMISIONS

THE UNITED CITY OF VORMALE, ITS SUCCESSORS, LOUDISES AND ASSONS, ARE MERREDY CHEN EASTMENT RIGHTS OVER ALL AMERIC ON THE FLAT MARKED "PEDESTRAM AND BOTH RIGHT RIGHTS OF THE STATE AND ASSONS, ARE MERREDY," BUT THE THAT EASTMENT RIGHTS OF THE STATE AND ASSOCIATION OF THE STATE AND ASSOCIATION OF THE STATE AND ASSOCIATION AND BOTH RIGHT OF THE STATE AND ASSOCIATION ASSOCIATION AND ASSOCIATION ASSOCIATION AND ASSOCIATION AND ASSOCIATION
RECORDER'S CERTIFICATE

STATE OF ELINOIS) COUNTY OF KENDALL)

THIS INSTRUMENT NO.
RECORDER'S OFFICE OF KENDALL COUNTY, ELINOIS. ____ WAS FILED FOR RECORD IN THE 774S _____ DAY OF _____ ___ 20____, AT _____

KENDALL COUNTY RECORDER

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)

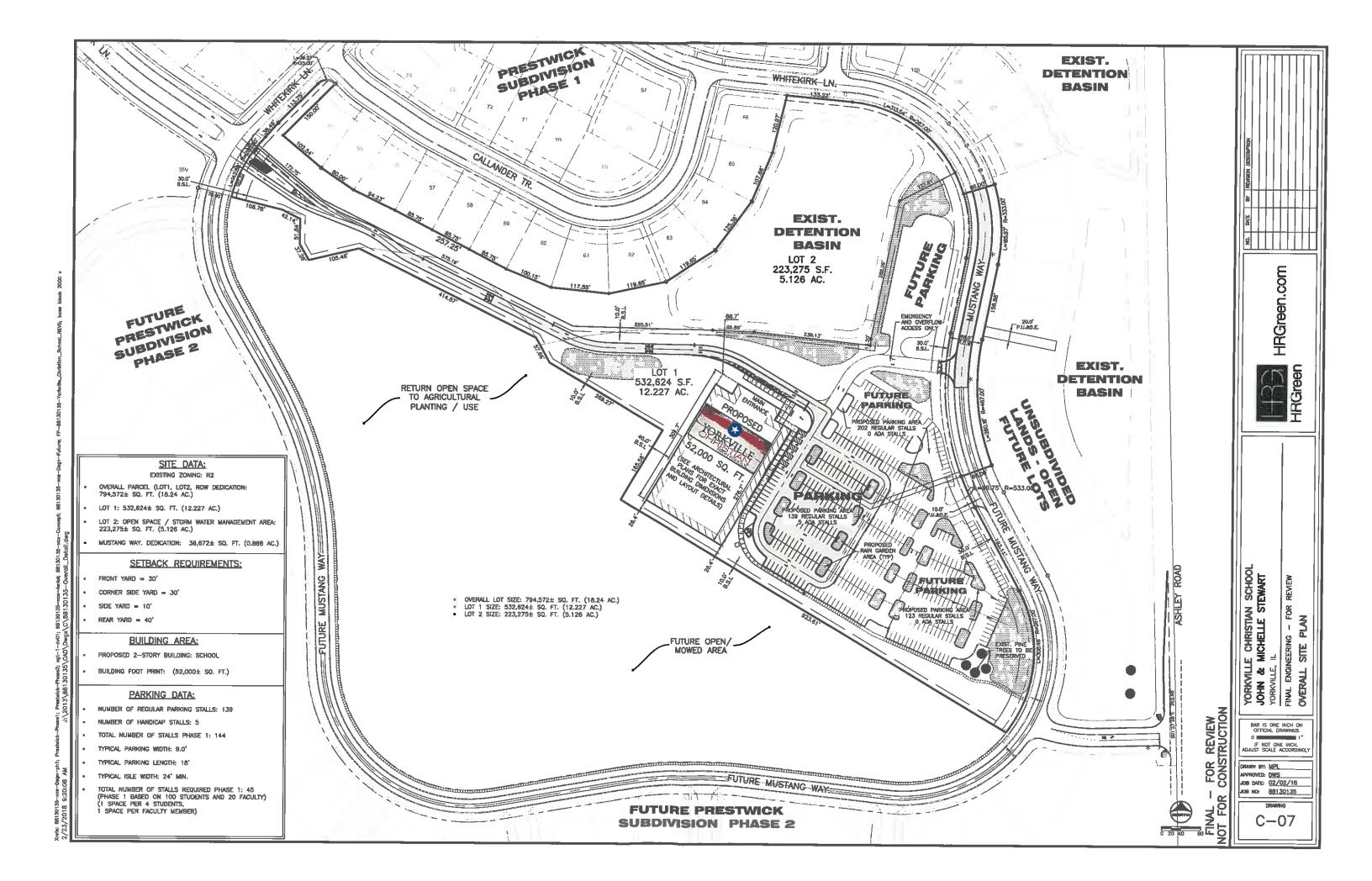
I FIRTHER CENTRY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SURDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL PARTS THERETH.

I FURTHER CERTETY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZIND MEDIA AS IDENTIFIED BY THE FEDERAL ELEPKENCY MANAGEMENT AGENCY MEDISCO OF REMIAMP NO. ITERATORISES, GENERAL MEDISCOTTE CASE OF, FEBRUARY 4, 2008. ALL OF THE PROPERTY IS LOCATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE OF THE 0.2X ANNIAL CHANGE FLOODERAL.

BERNARO IL BAUER ILLNOIS PROFESSIONAL LAND SURVEYOR, NO. 038-3799 UCENSE EXPRATION DATE: 11/30/14

J:\2013\88130135\Survey\Dwgs\FP-88130135-Yorkville_Christian_School_REV6.dwg

CHRERSHIP CERTIFICATE





14525 West III and Road. Suite 400 | Rosemont, Illinois 60018 p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO:

Michelle Stewart

Yorkville Christian High School

FROM:

William R. Woodward

Senior Consultant

Luay R. Aboona, PE

Principal

DATE:

February 16, 2018

SUBJECT:

Traffic Evaluation Addendum

Proposed Yorkville Christian High School

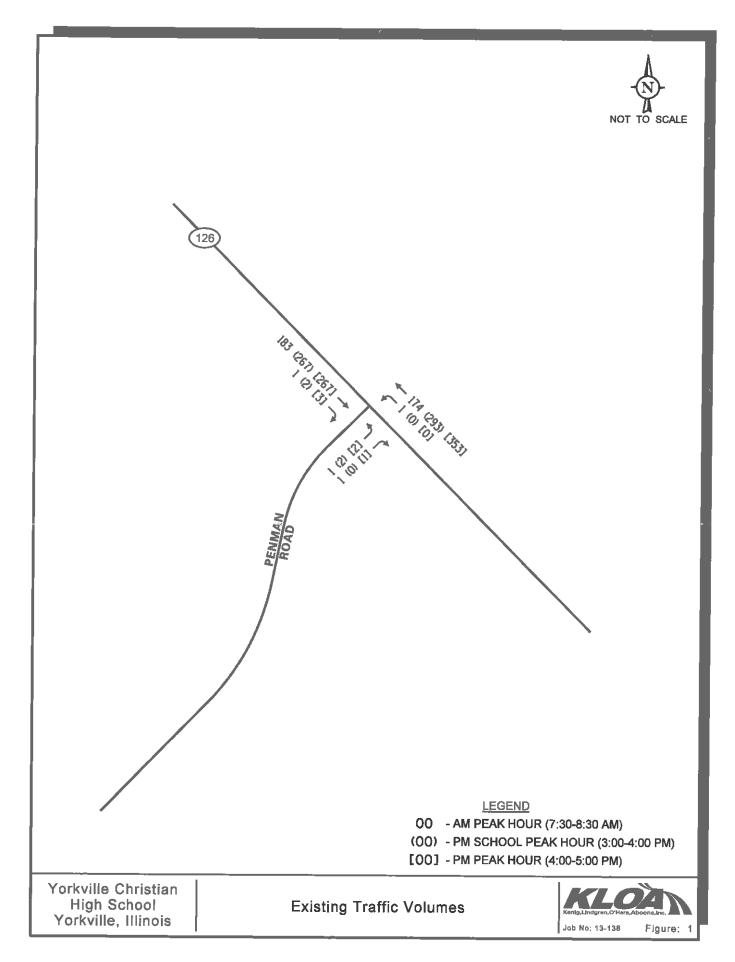
Yorkville, Illinois

This memorandum serves as an addendum to the traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) in August 2013 for the proposed Yorkville Christian High School to be located within the Prestwick residential subdivision, which occupies the southwest quadrant of the intersection of Schoolhouse Road (IL 126) and Ashley Road in Yorkville, Illinois.

The traffic impact study analyzed the impacts of the proposed 850-student high school within a proposed 103-single-family home residential subdivision, Prestwick Subdivision. At that time, the conceptual plan included an access at the existing intersection of IL 126 and Penman Road, as well as a full access on Ashley Road, south of IL 126. The purpose of this memorandum is to revisit the previously prepared traffic study based on the recent revised site plan configurations and proposed traffic patterns, as well as determine whether the access off Ashley Road is needed to mitigate the traffic impact from the high school at full student capacity and the full buildout of the 103 single-family homes or rather if the intersection of IL 126 and Penman will continue to be adequate.

Existing Conditions

As noted, access to the Prestwick subdivision is currently from the existing intersection of IL 126 and Penman Road. Penman Road T-intersects IL 126 from the south, providing one lane inbound and one lane outbound under stop sign control. IL 126 provides one lane in each direction. No turning lanes (i.e. westbound left-turn lane or eastbound right-turn lane) are provided. There are approximately four single-family homes built and occupied within the subdivision. Figure 1 shows the existing weekday morning and weekday evening peak hour traffic volumes for the intersection of IL 126 and Penman Road. These volumes are from the Year 2013 traffic study report.



Proposed Yorkville Christian High School

The high school will be located in the southeast quadrant of the subdivision and proposes vehicle access via an extension of Prestwick Lane. Prestwick Lane intersects Penman Road from the east.

At full occupancy, the high school will be able to accommodate 850 students. Based on information received from the school, there are approximately 45 students currently enrolled at the school, and it is estimated that an additional 20 to 30 students will be enrolled per year. As such, the high school is not expected to reach full occupancy for several years, but an 850-student enrollment was used to provide for a conservative analysis.

Proposed Prestwick Subdivision

The residential subdivision was originally planned in two phases, with Phase I including approximately 103 single-family homes. Phase II, the final phase, included an additional 164 single-family homes. However, for the purposes of this study, only Phase I of the development was included in the analyses.

Estimated Development-Generated Traffic Generation

The estimate of traffic to be generated by the proposed high school at full student occupancy, as well as Phase I of the single-family homes development was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. Table 1 tabulates the total trips anticipated for the weekday morning, weekday early afternoon (school dismissal time), and weekday evening peak hours. The weekday evening peak hour traffic volumes for the single-family homes was used for the weekday early afternoon peak hour to provide for a conservative analysis.

Total Projected Traffic Volumes

Figure 2 shows the Year 2025 peak hour traffic volumes at the intersection of IL 126 and Penman Road, which includes the following.

- The existing peak hour traffic volumes (Figure 1) were increased by a regional growth factor of 12 percent (one percent per year from 2013 to Year 2025). Regional growth accounts for growth in the area not attributable to any particular planned development.
- Traffic estimated to be generated by the high school and Phase I residential development (Table 1). Traffic was assigned to this intersection using the directional distribution established in the prior study. It is important to note that some of the traffic expected to be generated by the proposed high school may come from within the surrounding residential subdivision. However, all of the high school traffic was assigned to the intersection of IL 126 and Penman Road to provide for a conservative analysis.

Table 1
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

ITE Land Use Code			kday N Peak H	forning our	Afte Ho	Weekd ernoon ur ^t (Sc Dismiss	Peak hool	Weekday Evening Peak Hour				
Code	Type/Size	In	Out	Total	In	Out	Total	In	Out	Total		
530	High School – 850 Students	249	117	366	116	131	247	52	59	111		
210	Phase I – (108 units)	21	<u>64</u>	<u>85</u>	<u>71</u>	<u>42</u>	113	<u>71</u>	42	113		
	Total:	270	181	451	187	173	360	123	101	224		

Evening peak hour traffic for single family homes was used to provide a conservative analysis.



LEGEND 00 - AM PEAK HOUR (7:30-8:30 AM) (00) - PM SCHOOL PEAK HOUR (3:00-4:00 PM)

Yorkville Christian High School Yorkville, Illinois

Projected Traffic Volumes (850 Students, 108 Homes)



Job No: 13-138

[00] - PM PEAK HOUR (4:00-5:00 PM)

Figure: 2

Traffic Capacity Analysis

Capacity analyses were performed to determine the ability of the existing roadway system to accommodate existing and future traffic demands. Analyses were performed for the weekday morning, weekday early afternoon, and weekday evening peak hours for the existing (Year 2013) and projected (Year 2025) conditions.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's Highway Capacity Manual (HCM), 2010 and using Synchro/SimTraffic analysis software. The analyses for unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics. The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection.

With respect to the capacity analyses, it is important to note the following.

- The prior traffic study recommended that the intersection of IL 126 and Penman Road be improved to include an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as provide a separate northbound left-turn lane and a northbound right-turn lane on Penman Road. The northbound approach of Penman Road will remain under stop sign control. The capacity analyses for projected conditions include these improvements.
- The capacity analyses were further calibrated to adjust for the surge of traffic during a 15- to 30-minute time period typically generated by a school during peak arrival and dismissal times.

A summary of the traffic analysis results showing the LOS and delay for both existing and future conditions are presented in Table 2. A summary of the queue analyses is shown in Table 3.

Table 2
CAPACITY ANALYSES RESULTS – IL 126 AND PENMAN ROAD

Intersection	Mo	ekday rning : Hour	Weekday Afternoon Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	Los	Delay	Los	Delay
Existing Conditions						
Northbound Approach	В	10.4	В	13.9	В	12,7
Projected Conditions ¹						
• Westbound Left Turn (IL 126)	Α	8.6	Α	8.8	Α	8.4
Northbound Approach (Penman)	C	17.0	C	23.5	C	16.3

LOS = Level of Service

Delay is measured in seconds.

¹Includes eastbound right-turn lane and westbound left-turn lane on IL 126; separate northbound left-turn lane and right-turn lane on Penman Road.

Table 3
95TH PERCENTILE QUEUE ANALYSIS – IL 126 AND PENMAN ROAD

	Weekday Morning Peak Hour	Weekday Afternoon Peak Hour	Weekday Evening Peak Hou	
Intersection	Queue (ft)	Queue (ft)	Queue (ft)	
Existing Conditions				
Northbound Approach	25	25	25	
Projected Conditions ¹				
 Westbound Left Turn (IL 126) 	25	45	25	
Northbound Left Turn (Penman)	25	66	25	
Northbound Right Turn (Penman)	25	25		

LOS = Level of Service

Delay is measured in seconds.

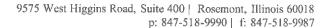
¹Includes eastbound right-turn lane and westbound left-turn lane on IL 126; separate northbound left-turn lane and right-turn lane on Penman Road.

Given the results of the capacity analyses shown in Table 2 and assuming the roadway improvements that include an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as provide a separate northbound left-turn lane and a northbound right-turn lane on Penman Road, the intersection of IL 126 and Penman Road will operate at acceptable levels of service under projected conditions. Further, the queue analysis shown in Table 3 shows that the outbound queue on Penman Road will be less than 75 feet (three cars) during the school peak dismissal time and one car or less during other peak hour periods.

Conclusion

An access connection to Ashley Road is not needed to accommodate the traffic estimated to be generated by the proposed high school at maximum student occupancy (850 students) in addition to the complete buildout of the 103 single-family homes based on the following.

- The intersection of IL 126 and Penman Road will accommodate the traffic from the proposed school and residential development as long as the recommended improvements of providing an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as providing a separate northbound left-turn lane and a northbound right-turn lane are provided on Penman Road.
- The capacity analyses show that the turning movements will operate at acceptable levels of service and delay for the weekday morning, weekday afternoon (which captures the school dismissal time), and the weekday evening peak hours.
- The capacity analyses were further adjusted to account for the surge of traffic during a 15-to 30-minute time period typically generated by a school during peak arrival and dismissal times. This surge adjustment was also applied to the evening peak hour analysis when the school is not typically generating traffic, thereby further providing a conservative analysis.
- The queue analyses show that the outbound queue on Penman Road will be less than 75 feet (three cars) during the school peak dismissal time and one car or less during other peak hour periods.
- Providing a westbound left-turn lane and an eastbound right-turn lane on IL 126 will
 effectively remove the traffic desiring to turn onto Penman Road without impeding the
 through traffic along IL 126.
- The projected traffic volumes include a regional growth factor of 12 percent, in addition to the traffic estimated to be generated by the proposed school and residential developments.
- The projected Year 2025 traffic volumes are conservative since they consider the school at maximum student occupancy (850 students) and the complete buildout of the 103 single-family homes. Based on information provided by the school, maximum occupancy is not planned for several years beyond Year 2025.





MEMORANDUM TO:

Michelle Stewart

Yorkville Christian High School

FROM:

Michael K. Scavo

Consultant

Luay R. Aboona, PE

Principal

DATE:

August 21, 2013

SUBJECT:

Traffic Impact Study Proposed High School Yorkville, Illinois

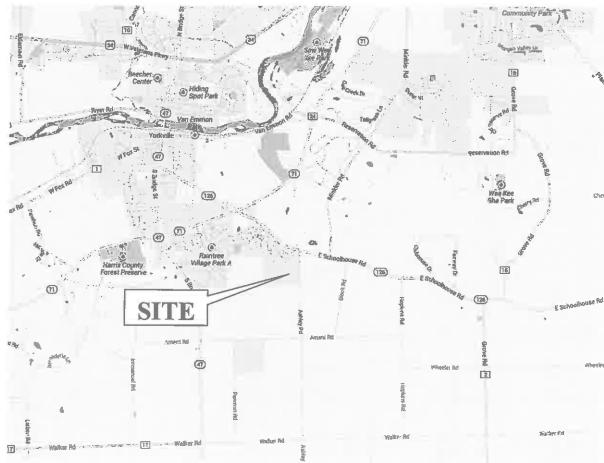
This memorandum summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Yorkville Christian High School to be located in Yorkville, Illinois. The site is located within the Prestwick subdivision which occupies the southwest quadrant of the intersection of Schoolhouse Road (IL 126) and Ashley Road. The proposed school will have a maximum enrollment of 850 students and will utilize the two access roads that will serve the subdivision.

Figure 1 shows the location of the site in relation to the area roadway system. Figure 2 shows an aerial view of the site area.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the development.

The sections of this report present the following.

- Existing roadway conditions
- A description of the proposed single family development
- Directional distribution of the development generated traffic
- Vehicle trip generation for the proposed single family development
- Future traffic conditions including access to the site
- Traffic analyses for the weekday morning and evening peak hours
- Recommendations with respect to adequacy of the site access roads, adjacent roadway network, and internal roadway network



Site Location Figure 1



Aerial View of Site Location

Figure 2

Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on a field visit conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices and existing peak hour traffic volumes.

Site Location

The proposed site is located within Phase 2 of Prestwick subdivision which is located in the southwest quadrant of the intersection of Schoolhouse Road (IL 126) and Ashley Road. The subdivision, of which Phase 1 is partially occupied, was approved for a total of 345 single-family homes. The proposed school will replace 84 approved single-family lots.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the site are described below.

Schoolhouse Road (IL 126) is an east-west arterial road that provides a two-lane rural cross-section within the vicinity of the site. No parking is allowed on either side of the road. Schoolhouse Road (IL 126) is under the jurisdiction of Illinois Department of Transportation (IDOT). Within the vicinity of the site, the roadway has a posted speed limit of 50 mph and carries an average daily traffic (ADT) volume of 6,650 vehicles.

Ashley Road is a north-south two-lane road that terminates at its stop sign controlled intersection with Schoolhouse Road (IL 126). The roadway is under the jurisdiction of Kendall Township, has a 55 mph speed limit and carries an average daily traffic (ADT) of 500 vehicles.

Pennman Road is a two-lane road that provides access to Prestwick subdivision. Its approach to Schoolhouse Road (IL 126) is under stop sign control. No turn lanes are provided on Schoolhouse Road (IL 126)

Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts at the following intersections.

- Schoolhouse Road (IL 126) with Ashley Road
- Schoolhouse Road (IL 126) with Pennman Road

The traffic counts were conducted on Tuesday, August 11, 2013 during the morning (7:00 to 9:00 A.M.) and evening (3:000 to 6:00 P.M.) peak periods. The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:30 A.M. to 8:30 A.M. and the evening peak hour of traffic occurs from 4:00 P.M. to 5:00 P.M. Figure 3 illustrates the existing peak hour traffic volumes.

Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Development Plan

As proposed, the plans call for a high school with a maximum enrollment of 850 students. Access to the proposed site will be provided mainly off Ashley Road with secondary access off Schoolhouse Road (IL 126) via Penman Road.

Directional Distribution of Site Traffic

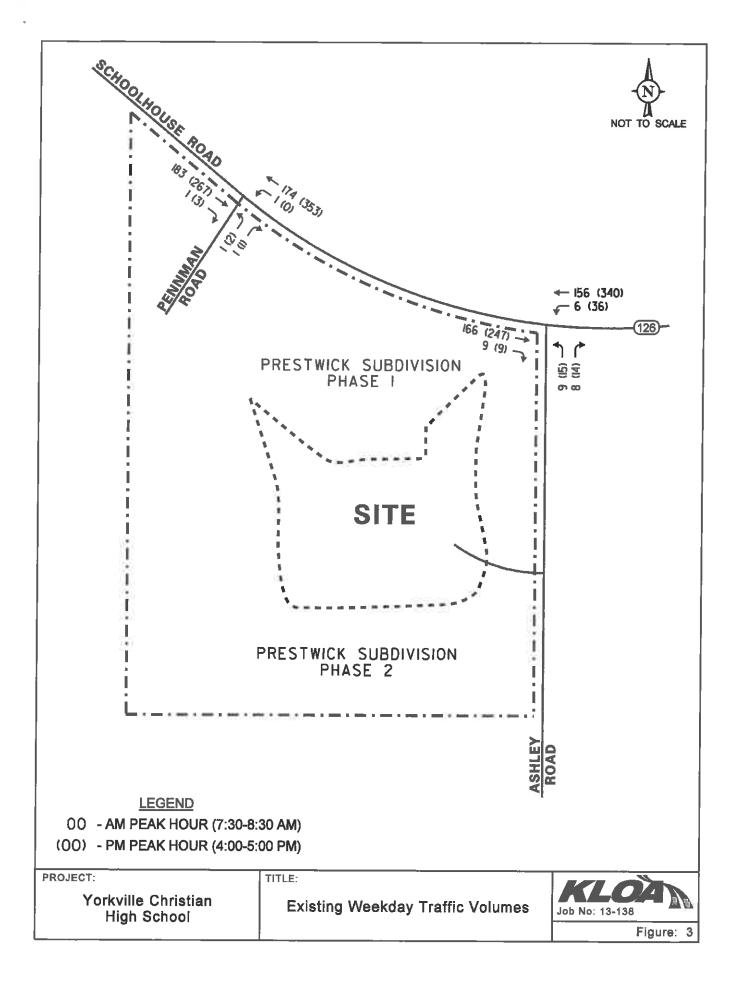
The directional distribution of future site-generated trips on the roadway system is a function of several variables, including the operational characteristics of the roadway system and the ease with which drivers can travel over various sections of the roadway system without encountering congestion. The directions from which site-generated traffic will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 4** illustrates the directional distribution of traffic.

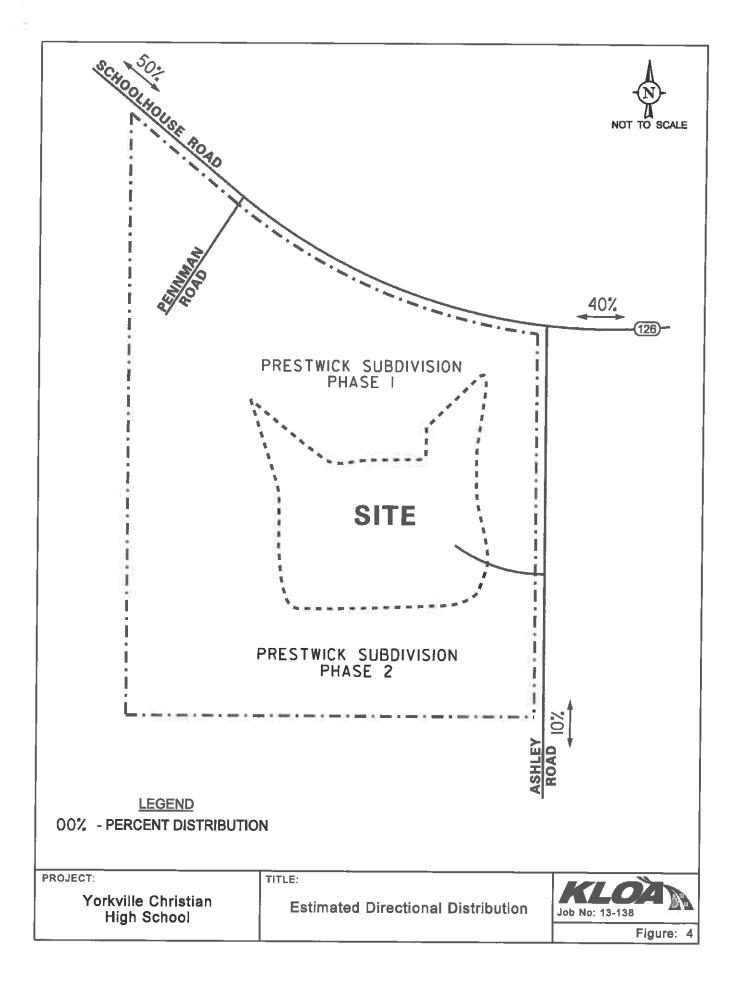
Estimated Site Traffic Generation

The volume of traffic generated by a development is based on the type of land use and the size of the development. The number of peak hour vehicle trips estimated to be generated by the proposed high school was based on vehicle trip generation rates contained in the *Trip Generation Manual*, 9th Edition, published by the Institute of Transportation Engineers (ITE).

Table 1 SITE-GENERATED TRAFFIC VOLUMES

			Weekday A.M. Peak Hour		Weekday P.M. Peak Hour			
ITE Land- Use Code	Type/Size	In	Out	Total	In	Out	Total	Daily
530	High School (850 Students)	230	135	365	80	165	245	1,450





As shown in Table 1, the development is estimated to generate approximately 365 two-way vehicle trips during the weekday morning peak hour, approximately 245 two-way vehicle trips during the weekday evening peak hour, and 1,450 total vehicle trips during the day. It should be noted that the estimated trips represent the peak hours of the school which in the morning it coincides with the roadway system peak hour while in the evening it occurs prior to the street system peak hour. However, for the purpose of this analysis, the evening trip generation was assumed to coincide with the roadway system's peak hour. Furthermore, while the school is anticipated to generate some of its traffic from within Prestwick subdivision, it was assumed, in order to further present a conservative analysis, that all trips will be external.

Trip Generation Comparison

As indicated earlier, the proposed school site within Phase 2 of Prestwick subdivision will replace approximately 84 single-family home sites. **Table 2** is proposed summarizing the amount of traffic the eliminated lots will generate utilizing ITE trip generation rates.

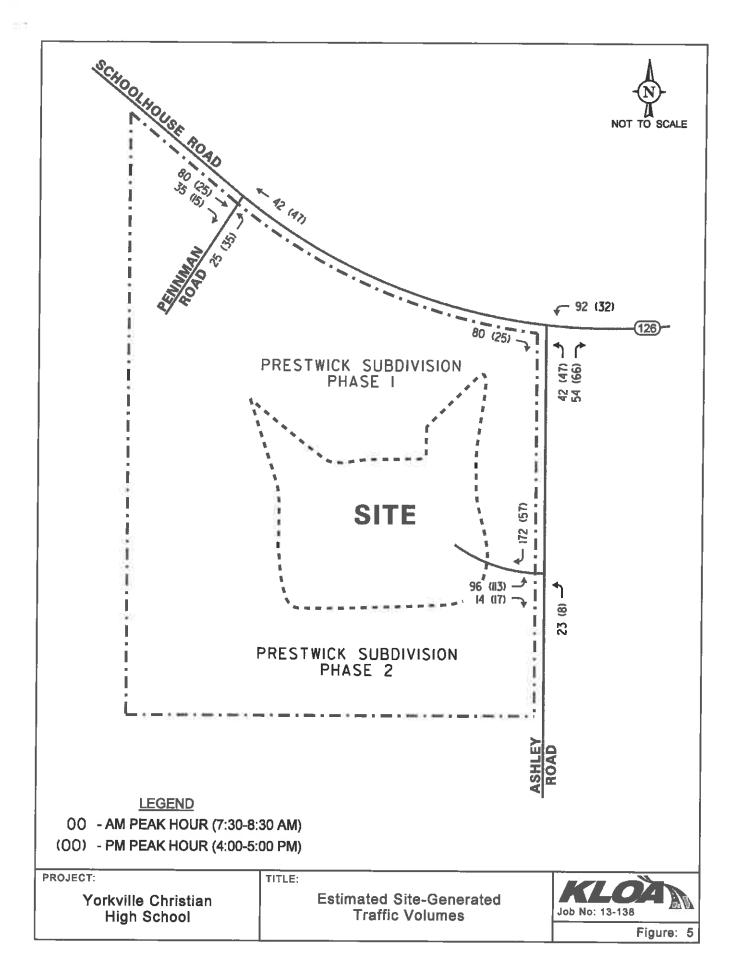
Table 2
TRIP GENERATION COMPARISON

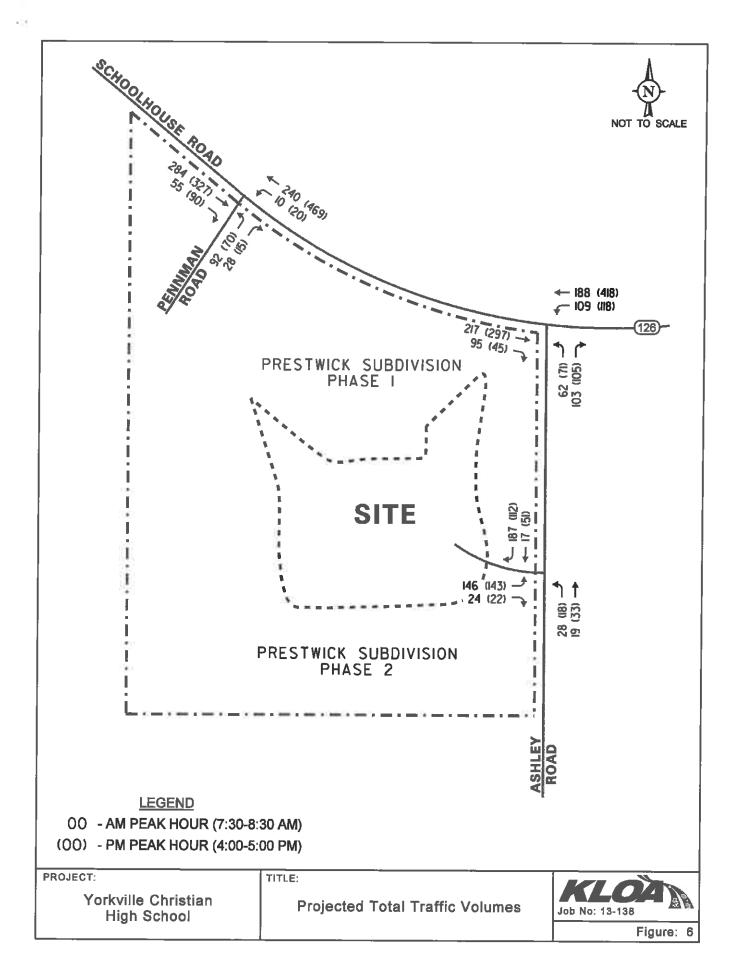
ITE Land-		Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			
Use Code	Type/Size	In	Out	Total	<u>In</u>	Out	Total	Daily
210	84 Single-Family Homes	17	52	69	76	44	121	894

When compared to the amount of traffic the school will generate at full occupancy, it can be seen that the proposed school will result in an increase of approximately 296 trips during the morning peak hour, 124 trips during the evening peak hour and 556 daily trips. It is important to note that the school trips are conservative in that not all of the trips will be generated externally and that the estimated trips in the evening peak hour will occur before the roadway system peak hour.

Projected Traffic Volumes

The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system (Figure 5) in accordance with the previously described directional distribution. In addition to the traffic generated by the development, the study also included traffic that will be generated by the full buildout of the Prestwick subdivision as well as the increase in background traffic assumed at two percent per year applied over a seven year period. The existing traffic volumes were therefore increased by fourteen percent and combined with the peak hour traffic volumes generated by the proposed school and buildout of Prestwick subdivision to determine the projected traffic volumes which are shown in Figure 6.





Site Access

Access to the school site will be provided via two access roads: a full ingress-egress access road on Schoolhouse Road (IL 126) via the existing Pennman road and a full ingress/egress access road on Ashley Road via the proposed access road planned to serve Phase 2 of the Prestwick subdivision.

Schoolhouse Road (IL 126) and Pennman Road

A full ingress/egress access road is provided on Schoolhouse Road (IL 126) via Pennman Road. Outbound movements from this access road are under stop control. This approach will operate at acceptable levels of service in the morning and evening peak hours under proposed conditions. A westbound left-turn lane should be provided on Schoolhouse Road (IL 126) meeting IDOT's design criteria for 30 mph speed limit (220 feet of taper and 215 feet of storage). An eastbound right-turn lane will not be required or warranted. A northbound right turn lane will not be necessary.

Ashley Road and Proposed Access Road

A full ingress/egress access road will be provided on Ashley Road approximately 1,800 feet south of Schoolhouse Road (IL 126). Outbound movements from this access road will be under stop control. Widening of Ashley Road to provide turn lanes will not be necessary.

Traffic Analysis

Traffic analyses were performed for the intersections within the study area to determine the operation of the existing roadway system, evaluate the impact of the proposed single family home development, and determine the ability of the existing roadway system to accommodate projected traffic demands. Analyses were performed for the weekday morning and evening peak hours for the existing traffic volumes and the projected traffic volumes.

The traffic analyses were performed using HCS 2010 computer software, which is based on the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 2010. The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter grade from A to F based on the average control delay experienced by vehicles passing through the intersection. Control delay is that portion of the total delay attributed to the traffic signal or stop sign control operation and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Level of Service A is the highest grade (best traffic flow and least delay), Level of Service E represents saturated or at-capacity conditions, and Level of Service F is the lowest grade (oversaturated conditions, extensive delays). For two-way stop controlled (TWSC) intersections, levels of service are only calculated for the approaches controlled by a stop sign (not for the intersection as a whole).

The Highway Capacity Manual definitions for levels of service and the corresponding control delay for unsignalized intersections are shown in **Table 2**. The results of the capacity analysis are summarized in **Table 3** for the existing volumes and **Table 4** for the projected volumes.

Table 2
LEVEL OF SERVICE CRITERIA—UNSIGNALIZED INTERSECTIONS

Level of Service	Average Total Delay (SEC/VEH)
A	0 - 10
В	> 10 - 15
C	> 15 - 25
D	> 25 - 35
E	> 35 - 50
F	> 50

Table 3
CAPACITY ANALYSIS RESULTS—EXISTING TRAFFIC CONDITIONS

***************************************		lay A.M. Hour		ay P.M. Hour
Intersection	LOS	Delay	LOS	Delay
Schoolhouse Road (IL 126) with Ashley Road	В	10.0	В	12.2
Schoolhouse Road (IL 126) with Pennman Road	В	10.7	В	12.3
LOS - Level of Service Delay - Measured in seconds. Represents operation of the approach under stop sign control.	-			

Table 4
CAPACITY ANALYSIS RESULTS—FUTURE TRAFFIC CONDITIONS

y A.M.	Week	day P.M.
Hour	Peal	k Hour
Delay	LOS	Delay
11.8	В	13.9
12.9	C	15.1
9.9	В	10.6
_	9.9	9.9 B

Delay - Measured in seconds.

Represents operation of the approach under stop sign control.

Traffic Evaluation

117 27

The results of the capacity analysis indicate that the intersection of Schoolhouse Road (IL 126) with Ashley Road currently operates at an acceptable level of service during morning and evening peak hours. With the additional traffic resulting from the development of the site and the ambient growth, the intersection will continue to operate at an acceptable level of service. It is recommended that a westbound left-turn lane be provided on Schoolhouse Road (IL 126) and that Ashley Road be widened to provide two northbound lanes striped to indicate an exclusive left-turn lane and an exclusive right-turn lane. The outbound movements from Ashley Road should continue to be under stop sign control. An eastbound right-turn lane will not be required or warranted.

At the intersection of Schoolhouse Road (IL 126) with Pennman Road, the intersection will continue to operate at acceptable levels of service assuming the provision of a westbound left-turn lane. An eastbound right-turn lane will not be required nor warranted. At the intersection of Ashley Road with the proposed access road, acceptable levels of service are projected to occur with traffic exiting the development under stop sign control. No widening of Ashley Road will be necessary.

Conclusion and Recommendations

Based on the proposed development plans and the preceding traffic impact study, the following conclusions and recommendations are made.

- The addition of the new traffic generated by the proposed school will be accommodated by the roadway system.
- Westbound left-turn lanes should be provided on Schoolhouse Road (IL 126) at its intersections with Ashley Road and Pennman Road.
- The two site access roads will be adequate to serve the total traffic that will be generated by the proposed school and full occupancy of Prestwick subdivision.



Memorandum

To: Plan Council

From: Krysti Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator

Date: March 13, 2018

Subject: PZC 2018-04 Prestwick of Yorkville

Annexation Agreement & Final Plat Amendment Submittal

I have reviewed the following documents: Final Plat of Subdivision date revised February 21, 2018; Overall Site Plan dated February 2, 2018 prepared by HR Green; and Traffic Study Addendum dated February 16, 2018 prepared by KLOA.

I have also reviewed the proposed draft Third Amendment to the Annexation Agreement of the Yorkville Farms Development and the United City of Yorkville (Prestwick of Yorkville Subdivision) dated February 27, 2018 and prepared by Patti Bernhard, attorney, of Dommermuth, Cobine, West, Gensler, Philipchuck, Corrigan and Bernhard, Ltd. regarding the Prestwick of Yorkville development generally located in the southwest quadrant of Rte. 126 and Ashley Road. Based upon my review and those of other city and local agency staff members of these plans and documents, I have compiled the following comments:

General Comments:

- Per the amended Annexation Agreement approved in 2013 (Ord. No. 2013-56) Lot 358
 of the original Final Plat was resubdivided for the purpose of accommodating the new
 private high school.
- Per Ordinance 2013-56, the developer was given credit against all City and County required road impact fees to which would be collected at time of building permit issuance based upon the understanding that the developer would make roadway improvements to IL Route 126 at Penman, Ashley Road and IL Route 126 intersection and Ashley Road improvements adjacent to Lot 358 where the new school will be located.
- Per Ordinance 2013-56, the Developer agreed to provide all required security for the high school development and roadways.
- Per Ordinance 2013-56, the City agreed to allow the school to open with forty percent (40%) of the required parking in place and the remaining sixty percent (60%) to be land banked and installed as determined by the City.
- Ordinance 2014-57, approved in October 2014 authorizing the Final Plat for the school, stipulated in Exhibit B that the improvements to IL Route 126 at Penman and IL Route 126 at Ashley Road must be substantially completed prior to the issuance of an occupancy permit for the school.
- Ordinance 2014-26, approved in May 2014, allowed for the release/reduction in the security requirements for the roadway completion as part of the development with the written acknowledgement and agreement by the Owner/Developer that no certificate of occupancy for the school or any other structure constructed on the property will be issued

- by the City until such time a deposit sufficient for the roadway improvements related to the Il Route 126 intersection with IDOT has been provided.
- As of the date of this memorandum, no intersection or roadway improvements to IL Route 126 at Penman, intersection of Ashley Road and IL Route 126, nor the Ashley Road improvements adjacent to Lot 358 have occurred.

Amended Final Plat of Subdivision/Overall Site Plan Comments:

- Per Section 10-16-3 of the Zoning Ordinance, off-street parking requirements for high schools are calculated as 0.25 per student plus 1 per staff. Phase 1 of the school development anticipates 100 students and 20 staff members, thereby requiring a minimum of 45 parking stall. The developer proposes to install 144 parking spaces in Phase 1. The minimum parking requirements have been met.
- Would the developer be amenable to sign Mustang Way for the entire length of the street rather than bifurcating the street into two (2) names, Mustang Way and Whitekirk Lane? It is understood that Whitekirk Lane was approved and platted in the existing Unit 1 Final Plat, but have suggested this change for ease of use.
- Additional comments regarding the Final Plat of Subdivision will be provided by the City's engineering consultant, Engineering Enterprises, Inc. under a separate memorandum.

Amended Annexation Agreement Comments:

- Staff is not supportive of postponing the roadway improvements (access point) off of Ashley Road adjacent to the school site until such time Phase II of the development has commenced construction, as the intent of the original annexation agreement amendment (Ord. 2013-56) and subsequent approvals related to this development were contingent upon the roadway improvements being completed.
- Should the City consider the requested postponement of the improvements, we would recommend not tying the trigger for construction to the development of Phase II (which has not been final platted), but to a fixed number of permits issued in Phase I, such as after the issuance of the 1st 50 certificate of occupancies, the developer would be required to commence construction of the roadway improvements off of Ashley Road and be completed by a certain date or no further building permits will be issued.
- Staff would further recommend if the postponement of the Ashley Road improvements are approved that the developer would be required to post a sufficient security deposit in the form of a letter of credit, bond or cash to cover the required work.
- The petitioner also sought to include the following additional language in the proposed amended annexation agreement:

The City releases its review and approval rights contained in The Highlands at Ashley Pointe Declaration of Covenants and Restrictions recorded in Kendall County on May 2, 2007 as Document No. 200700014390.

• Per the attached e-mail from the City Attorney's office dated March 12, 2018, "...the City of Yorkville does not currently have review and approval rights over architectural

design of the subdivision. Section 4.3.10 provides that the City must issue a building permit for out-buildings but leaves architectural decision in the hands of the Architectural Review Board ("ARB"). That said, no amendment is necessary. If an amendment were required, it would need to be done in accordance with Article 14 of the Declaration and not through the Annexation Agreement."

o Staff does not recommend this language be included in the amended agreement.



March 14, 2018

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

Re:

Yorkville Christian School Final Engineering Plans United City of Yorkville, Kendall County, Illinois

Dear Krysti:

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

- Final Engineering Plans (32 sheets) dated February 2, 2018 and prepared by HR Green
- Final Plat of Subdivision revised dated February 21, 2018 and prepared by HR Green
- Landscape Plan dated February 2, 2018 and prepared by HR Green
- Traffic Study Addendum dated February 16, 2018 and prepared by KLOA
- Overall Site Plan dated February 2, 2018 and prepared by HR Green
- Storm Sewer Design Report dated February 21, 2018 and prepared by HR Green
- Stormwater Exhibits dated February 2, 2018 and prepared by HR Green
- IEPA Sanitary and Water Permit Applications

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

<u>General</u>

- An Engineers Opinion of Probable Construction Costs should be provided for the project. The cost
 opinion should include the public improvements and erosion control costs for use in establishing
 the required construction guarantee. In addition, an estimate for all site improvements needs to
 be provided for use in calculating development fees.
- The plans should be submitted to the Yorkville-Bristol Sanitary District for review. Their comments should be provided to the City and EEI upon receipt.

Ms. Krysti Barksdale-Noble March 14, 2018 Page 2 of 4

- 3. The Community Development Department should confirm that an adequate number of parking spaces has been provided for the expansion.
- 4. The landscape review comments from PRI are attached.
- 5. A photometric plan with light intensity values and manufacturer's cut sheets and light pole details for selected light poles needs to be provided.

Engineering Plans

- 6. The intersection at Prestwick Lane and the entrance will need to be a four-way stop. Appropriate signage should be installed.
- 7. The driveway aprons within City row should be concrete.
- 8. Connection of the 8" water main to the north-south running 8" water main along Mustang Way should be shown in greater detail.
- 9. It should be noted that at the connection to the existing water main, the new main will be pressure tested against an old valve. This valve may require replacement.
- 10. The water main will be required to be looped.
- 11. The Developer is proposing a limestone path within the planned Mustang Way row. The City should confirm that this will be acceptable.
- 12. The developer is showing a "future grass overflow parking lot". The City should confirm that this will be acceptable.

Traffic Study Addendum

- 13. The report states Phase I buildout has 103 single family homes in several locations. It should be corrected to read 108.
- 14. The previous Traffic Impact Study dated August 2013 used a traffic growth rate of 2% per year. No explanation was provided for why 1% per year used in the Addendum. Looking at IDOT traffic counts, IL Route 126 had an ADT of 6,650 in 2011 (the ADT stated in the 2013 study) and an ADT of 7,350 in 2016. That results in greater than 2% growth per year. Detailed support should be provided as to why 1% was chosen.
- 15. It should be verified on whether buses are planned to be used for the school.
- 16. The Phase II residential buildout was not included in the capacity analysis for the intersection of Penman Road and IL Route 126. Presumably, some of that traffic will be entering/exiting the subdivision through the Penman Road entrance. This will need to be analyzed in the future.
- 17. We do not support a non-roadway connection to Ashley Road for the full build-out of the school. This should be reviewed and discussed in further detail with Community Development.

Ms. Krysti Barksdale-Noble March 14, 2018 Page 3 of 4

- 18. Timing triggers for the expansion of the parking lot should be reviewed and discussed in further detail with Community Development.
- 19. We recommend that the main entrance/exit from the future parking area to the future Mustang Way connection align with the Ashley Road connection to limit disruption to future residential owners.

Final Plat of Subdivision

- 20. "Heretofore Dedicated" along with width and document number dedicating the adjacent roadways need to be added to the plat.
- 21. Whitekirk Lane, adjacent to the west line of Lot 1 needs to be labeled and dimensioned.
- 22. Easements are needed for the offsite storm sewer.
- 23. The gas line servicing the building appears to be outside the right of way, at the end of the proposed Mustang Way right of way and needs to be placed in an easement.
- 24. The easement adjacent to Whitekirk Lane, along the west line of Lot 2 needs to be labeled and have a note saying, "hereby granted", unless it is a PU&DE. If this is the case it should be removed since there is a blanket PU&DE being granted over all of Lot 2.
- 25. A 10' PU&DE is needed along the west line of Lot 1 adjacent to Whitekirk Lane.
- 26. The City Plan Commission Certificate should be removed and the "City Planning and Zoning Commission Certificate" noted below should be added.

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE	OF	ILLINOIS)	
COUNTY	OF	KENDALL)	
		ND ACCEPTED BY THE PLANNING AND ZONING KVILLE, ILLINOIS, THISDAY OF	
8		CHAIRMAN	

- 27. The PU&DE for the water main needs to be a minimum of 15 feet.
- 28. City staff is not in favor of the proposed street name for the row dedication. The street name of Whitekirk Lane should be continued.

Ms. Krysti Barksdale-Noble March 14, 2018 Page 4 of 5

IEPA Permit Applications

- 29. EEI has marked up the IEPA permit applications and will send them back to the design engineer for correction. Once all corrections are made, signatures may be obtained. The changes to the IEPA sanitary and water permit applications that need to be made include the following:
 - The Facility ID number should be provided on the "Division of Public Water Supplies Application for Construction Permit" and the "Division of Public Water Supplies, Permit Section Schedule B Water Main Construction".
 The City's Facility ID number is: 0930250.
 - Sections of the IEPA water permitting forms that require signature of authorized public water supply official should be signed by Gary J. Golinski, the Mayor of Yorkville.
 - In Section 6.2 of the IEPA Schedule A/B permit application, the description boxes for building use and activity should be filled out with statements that make the use of the non-residential building known as a private school/education facility.
- 30. The water application will have to be revised to reflect revisions to the plans to provide for water main looping.

The Developer should make the necessary revisions and re-submit plans and supporting documents along with a disposition letter for further review. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/TNP/BCS

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

Ms. Erin Willrett, Assistant City Administrator (Via e-mail)

Mr. Jason Engberg, Senior Planner (Via e-mail)

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

Mr. Pete Ratos, Building Department (Via e-mail)

Ms. Dee Weinert, Admin Assistant (Via e-mail)

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

Mr. Cyrus McMains, YBSD (Via e-mail)

Ms. Michelle Stewart (via Email)

Mr. David Schultz, HR Green (via Email)

TNP, JAM, EEI (Via e-mail)



PLANNING RESOURCES INC.

402 West Liberty Drive Wheaton, Illinois 60187 Web: www.planres.com P: 630,668,3788 F: 630,668,4125 Memorandum PP13032-36

To:

Tim Paulson, Engineering Enterprises, Inc.

From:

Planning Resources Inc.

Date:

February 28, 2018

Subject:

Yorkville Christian School Landscape Review #1

Items Reviewed:

Per your request, Planning Resources has reviewed the below-referenced documentation for compliance with requirements of the City of Yorkville.

Landscape Plan, dated 2/2/18, by HRGreen (Sheets L-01 – L-05)

Yorkville Ordinance No. 2009-42

Review Comments

- 1. **Parkway Landscaping** the plan says 9 parkway trees have been provided there are only 7 proposed shown on drawings.
- 2. **Perimeter Landscaping/Parking Lot** The substitution of the shrubs for the trees in the landscape medians of the parking lot are an acceptable ratio.
- 3. **Lot Landscaping** shade trees required = 54, shrubs required = 405. Plans provide 57 trees (drawing states 54) and 411 shrubs **approved**.
- 4. **Storm Water Storage Basin Landscaping** see section 8-12-2-F: "Storm Water Storage Basin Landscaping" a 30' buffer yard is required around any storm water basin. Plans do not show a storm water basin buffer yard around all of the rain gardens. They are considered the storm water management and the buffers would apply. Please revise.
- 5. **Credit for Existing Vegetation** refer to section 8-12-3-G. Add a table to the Tree Preservation Plan that shows the credits for preserving existing vegetation.
- 6. Plant List Rain Garden Seed Mix:

Upon review of the rain garden seed mix and related Perennial Groundcovers; Please consider substitutions or alternative species for use in proposed parking lot islands and future perimeter rain gardens. Please note that a majority of these native species may prefer drier conditions as per the (Plants of The Chicago Region, Swink & Wilhelm 4th ed.) These species are considered upland plants and wet conditions may negatively impact growth habits: (Bouteloua, Ratibida, Rudbeckia, Chamecrista, Baptisia, Liatris, Echinacea, Coreopsis, Schizachyrium, Panicum, Koeleria, Elymus, Sporobolus and Ceanothus.)

PLANNERS
LANDSCAPE
ARCHITECTS

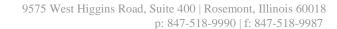
- 7. Planting Details all the details shown for this project are acceptable as indicated.
- 8. Additional Comments:
 - a. See Section 8-12-2E: "Landscaping Adjacent to Primary and Secondary Arterials and Collector". Sheets L-01-L03 indicate 30' landscape buffers along arterials; both Mustang Way and Whitekirk Lane apply to this requirement.
 - b. Please add a cross section detail for the parking lot island rain gardens showing the plantings, granite cobbles, curbing etc.
 - c. Sheet L-04:
 - i. The variety of Gleditsia is 'Skyline'

With respect,

Joseph T Murphy, ASLA, PLA, CLARB

Landscape Architect

Robert Kamis, ASLA, SER Senior Ecologist/Wetland Specialist





MEMORANDUM TO: Michelle Stewart

Yorkville Christian High School

FROM: William R. Woodward

Senior Consultant

Luay R. Aboona, PE

Principal

DATE: March 30, 2018

SUBJECT: Traffic Evaluation Addendum

Proposed Yorkville Christian High School

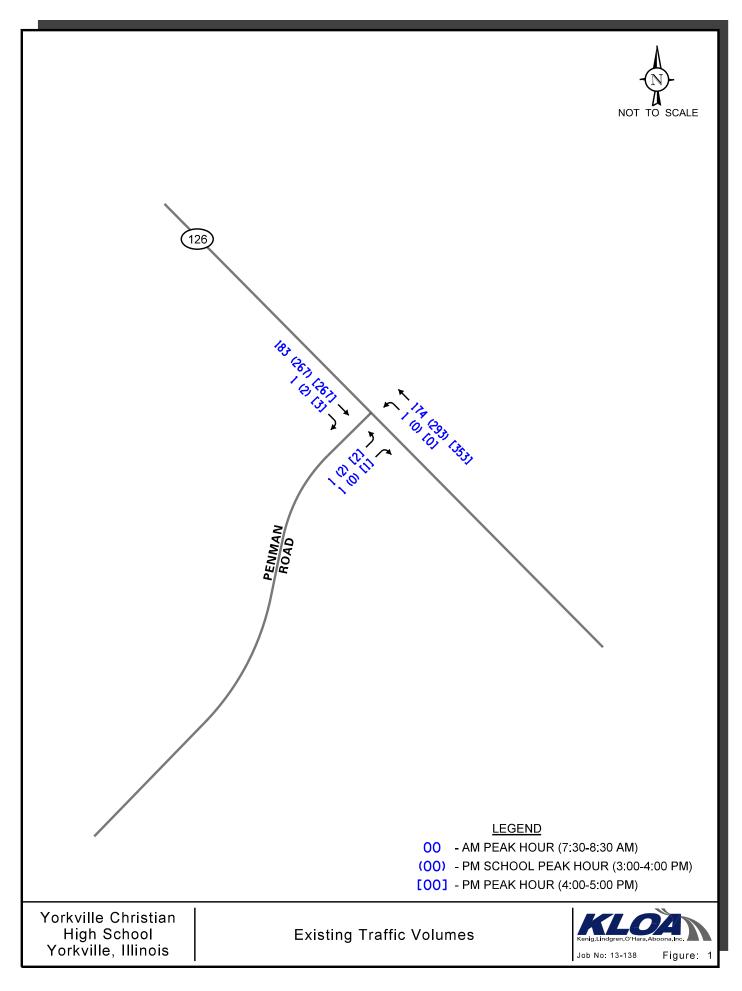
Yorkville, Illinois

This memorandum serves as an addendum to the traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) in August 2013 for the proposed Yorkville Christian High School to be located within the Prestwick residential subdivision, which occupies the southwest quadrant of the intersection of Schoolhouse Road (IL 126) and Ashley Road in Yorkville, Illinois.

The traffic impact study analyzed the impacts of the proposed 850-student high school within a proposed 108-single-family home residential subdivision, Prestwick Subdivision. At that time, the conceptual plan included an access at the existing intersection of IL 126 and Penman Road, as well as a full access on Ashley Road, south of IL 126. The purpose of this memorandum is to revisit the previously prepared traffic study based on the recent revised site plan configurations and proposed traffic patterns, as well as determine whether the access off Ashley Road is needed to mitigate the traffic impact from the high school at full student capacity (850 students) and the full buildout of the 108 single-family homes or rather if the intersection of IL 126 and Penman will continue to be adequate.

Existing Conditions

As noted, access to the Prestwick subdivision is currently from the existing intersection of IL 126 and Penman Road. Penman Road T-intersects IL 126 from the south, providing one lane inbound and one lane outbound under stop sign control. IL 126 provides one lane in each direction. No turning lanes (i.e. westbound left-turn lane or eastbound right-turn lane) are provided. There are approximately four single-family homes built and occupied within the subdivision. **Figure 1** shows the existing weekday morning and weekday evening peak hour traffic volumes for the intersection of IL 126 and Penman Road. These volumes are from the Year 2013 traffic study report.



Proposed Yorkville Christian High School

The high school will be located in the southeast quadrant of the subdivision and proposes vehicle access via an extension of Prestwick Lane. Prestwick Lane intersects Penman Road from the east.

At full occupancy, the high school will be able to accommodate 850 students. Based on information received from the school, there are approximately 45 students currently enrolled at the school, and it is estimated that an additional 20 to 30 students will be enrolled per year. As such, the high school is not expected to reach full occupancy for several years, but an 850-student enrollment was used to provide for a conservative analysis.

Proposed Prestwick Subdivision

The residential subdivision was originally planned in two phases, with Phase I including approximately 108 single-family homes. Phase II, the final phase, included an additional 164 single-family homes. However, for the purposes of this study, only Phase I of the development was included in the analyses.

Estimated Development-Generated Traffic Generation

The estimate of traffic to be generated by the proposed high school at full student occupancy, as well as Phase I of the single-family homes development was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. **Table 1** tabulates the total trips anticipated for the weekday morning, weekday early afternoon (school dismissal time), and weekday evening peak hours. The weekday evening peak hour traffic volumes for the single-family homes was used for the weekday early afternoon peak hour to provide for a conservative analysis.

Total Projected Traffic Volumes

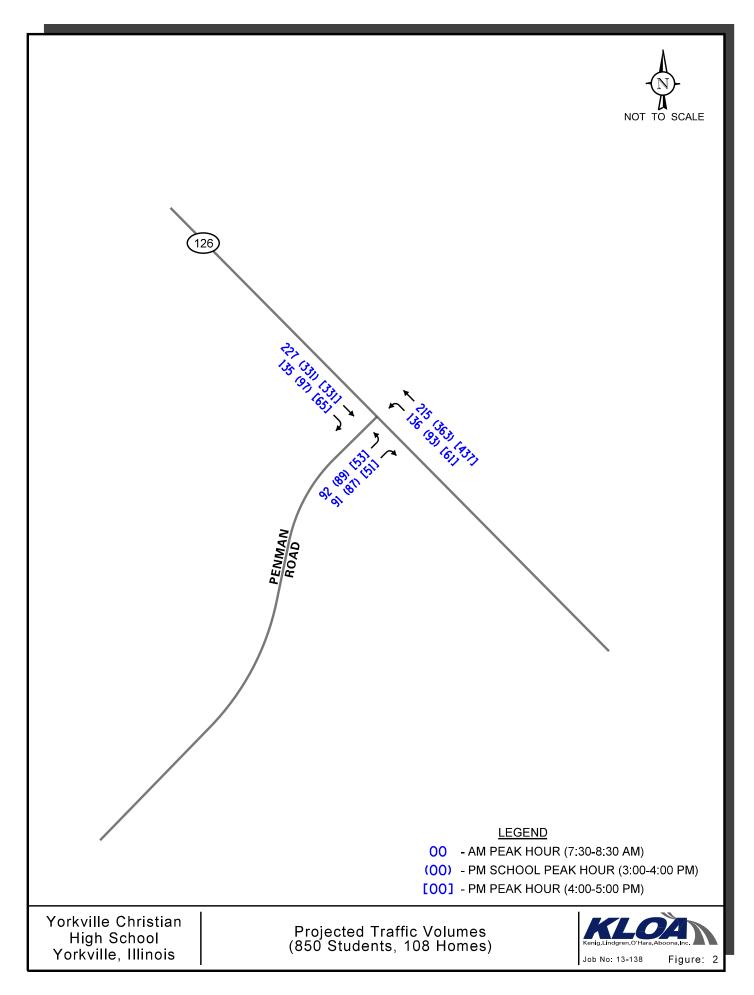
Figure 2 shows the Year 2025 peak hour traffic volumes at the intersection of IL 126 and Penman Road, which includes the following.

- The existing (Year 2013) peak hour traffic volumes (Figure 1) were increased by a regional growth factor of 24 percent (two percent per year from 2013 to Year 2025). Regional growth accounts for growth in the area not attributable to any particular planned development.
- Traffic estimated to be generated by the high school and Phase I residential development (Table 1). Traffic was assigned to this intersection using the directional distribution established in the prior study. It is important to note that some of the traffic expected to be generated by the proposed high school may come from within the surrounding residential subdivision. However, all of the high school traffic was assigned to the intersection of IL 126 and Penman Road to provide for a conservative analysis.

Table 1 PROJECTED SITE-GENERATED TRAFFIC VOLUMES

ITE Land Use			kday M Peak H	Iorning our	Afte Ho	Weekd ernoon our ¹ (Sc Dismiss	Peak chool		kday E Peak H	evening our
Code	Type/Size	In	Out	Total	In	Out	Total	In	Out	Total
530	High School – 850 Students	249	117	366	116	131	247	52	59	111
210	Phase I – (108 units)	<u>21</u>	<u>64</u>	<u>85</u>	<u>71</u>	<u>42</u>	<u>113</u>	<u>71</u>	<u>42</u>	<u>113</u>
	Total:	270	181	451	187	173	360	123	101	224

¹Evening peak hour traffic for single family homes was used to provide a conservative analysis.



Traffic Capacity Analysis

Capacity analyses were performed to determine the ability of the existing roadway system to accommodate existing and future traffic demands. Analyses were performed for the weekday morning, weekday early afternoon, and weekday evening peak hours for the existing (Year 2013) and projected (Year 2025) conditions.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 2010 and using Synchro/SimTraffic analysis software. The analyses for unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics. The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection.

With respect to the capacity analyses, it is important to note the following.

- The prior traffic study recommended that the intersection of IL 126 and Penman Road be improved to include an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as provide a separate northbound left-turn lane and a northbound right-turn lane on Penman Road. The northbound approach of Penman Road will remain under stop sign control. The capacity analyses for projected conditions include these improvements.
- The capacity analyses were further calibrated to adjust for the surge of traffic during a 15- to 30-minute time period typically generated by a school during peak arrival and dismissal times.

A summary of the traffic analysis results showing the LOS and delay for both existing and future conditions are presented in **Table 2**. A summary of the queue analyses is shown in **Table 3**.

Table 2 CAPACITY ANALYSES RESULTS – IL 126 AND PENMAN ROAD

	Weekday Morning Peak Hour		Weekday Afternoon Peak Hour		Weekda Evening Peak Hou	
Intersection	LOS	Delay	LOS	Delay	LOS	Delay
Existing Conditions						
Northbound Approach	В	10.4	В	13.9	В	12.7
Projected Conditions ¹						
Westbound Left Turn (IL 126)	A	8.7	A	9.0	A	8.5
Northbound Approach (Penman)	C	18.1	D	27.7	C	17.8

LOS = Level of Service

Delay is measured in seconds.

Table 3 95TH PERCENTILE QUEUE ANALYSIS – IL 126 AND PENMAN ROAD

	Weekday Morning Peak Hour	Weekday Afternoon Peak Hour	Weekday Evening Peak Hour
Intersection	Queue (ft)	Queue (ft)	Queue (ft)
Existing Conditions			
Northbound Approach	25	25	25
Projected Conditions ¹			
Westbound Left Turn (IL 126)	25	25	25
Northbound Left Turn (Penman)	50	78	28
Northbound Right Turn (Penman)	25	25	25

LOS = Level of Service

Delay is measured in seconds.

¹Includes eastbound right-turn lane and westbound left-turn lane on IL 126; separate northbound left-turn lane and right-turn lane on Penman Road.

¹Includes eastbound right-turn lane and westbound left-turn lane on IL 126; separate northbound left-turn lane and right-turn lane on Penman Road.

Given the results of the capacity analyses shown in Table 2 and assuming the roadway improvements that include an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as provide a separate northbound left-turn lane and a northbound right-turn lane on Penman Road, the intersection of IL 126 and Penman Road will operate at acceptable levels of service under the analyzed projected conditions (850 student enrollment; 108 single-family homes). Further, the queue analysis shown in Table 3 shows that the peak outbound queue on Penman Road will be less than 80 feet (four cars) during the school peak dismissal time and one or two cars during other peak hour periods.

Based on the uncertainty of Phase II of the residential development with respect to when construction would begin and whether the proposed land use type and density would change (164 additional single-family homes were planned under this phase in Year 2013), Phase II was not included in the analyses as part of this traffic addendum. It is our understanding from direction received from the City of Yorkville that a separate addendum with additional analysis that includes Phase II and the originally proposed connection to Ashley Road should be prepared once Phase II construction is planned to begin.

Conclusion

An access connection to Ashley Road is not needed to accommodate the traffic estimated to be generated by the proposed high school at maximum student occupancy (850 students) in addition to the complete buildout of the 108 single-family homes based on the following.

- The intersection of IL 126 and Penman Road will accommodate the traffic from the proposed school and residential development as long as the recommended improvements of providing an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as providing a separate northbound left-turn lane and a northbound right-turn lane are provided on Penman Road.
- The capacity analyses show that the turning movements will operate at acceptable levels of service and delay for the weekday morning, weekday afternoon (which captures the school dismissal time), and the weekday evening peak hours.
- The capacity analyses were further adjusted to account for the surge of traffic during a 15-to 30-minute time period typically generated by a school during peak arrival and dismissal times. This surge adjustment was also applied to the evening peak hour analysis when the school is not typically generating traffic, thereby further providing a conservative analysis.
- The queue analyses show that the outbound queue on Penman Road will be less than 75 feet (three cars) during the school peak dismissal time and one car or less during other peak hour periods.
- Providing a westbound left-turn lane and an eastbound right-turn lane on IL 126 will effectively remove the traffic desiring to turn onto Penman Road without impeding the through traffic along IL 126.

- The projected traffic volumes include a regional growth factor of 24 percent (2 percent per year from Year 2013 to Year 2025), in addition to the traffic estimated to be generated by the proposed school and residential developments.
- The projected Year 2025 traffic volumes are conservative since they consider the school at maximum student occupancy (850 students) and the complete buildout of the 108 single-family homes. Based on information provided by the school, maximum occupancy is not planned for several years beyond Year 2025.
- Phase II of the originally proposed residential development was not included in the analyses
 as part of this traffic addendum. It is our understanding from direction received from the
 City of Yorkville that a separate addendum with additional analysis that includes Phase II
 and the originally proposed connection to Ashley Road should be prepared once Phase II
 construction is planned to begin.

NOTICE OF PUBLIC HEARING TO BE HELD TUESDAY, APRIL 10, 2018 AT 7:00 P.M. AT CITY HALL UNITED CITY OF YORKVILLE 800 GAME FARM ROAD YORKVILLE, ILLINOIS

NOTICE IS HEREBY GIVEN a public hearing shall be held on a third amendment to that certain Annexation Agreement (Prestwick of Yorkville Subdivision) dated April 26, 2005, as amended October 8, 2013 and May 27, 2014, by and among Yorkville Farms Development, LLC. (*Owner/Developer*), an Illinois Limited Liability Corporation, and the United City of Yorkville, Kendall County, Illinois, on April 10, 2018 at 7:00 p.m. at City Hall at the United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois for the purpose of amending the requirements for the construction of an access roadway from the Yorkville Christian School site to Ashley Road.

Legal Description:

UNIT 1:

LOTS 1 TROUGH 10, INCLUSIVE, LOTS 12 TROUGH 41, INCLUSIVE, LOTS 43 THROUGH 50, INCLUSIVE, LOTS 52 THROUGH 63, INCLUSIVE, LOT 65 THROUGH 108, INCLUSIVE, LOTS 357 THROUGH 363, INCLUSIVE, AND LOT 365 IN PRESTWICK OF YORKVILLE UNIT 1, BEING A SUBDIVISION OF PART OF SECTIONS 3 & 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006, AS DOCUMENT NUMBER 200600035287, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

UNIT 2:

THAT PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1776.14 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 40 MINUTES 34 SECONDS EAST, 258.23 FEET; NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 38 DEGREES 32 MINUTES 30 SECONDS EAST, AN ARC LENGTH OF 31.79 FEET; THENCE NORTH 41 DEGREES 45 MINUTES 34 SECONDS EAST, 269.09 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING OF NORTH 68 DEGREES 21 MINUTES 45 SECONDS EAST, AN ARC LENGTH OF 262.80 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 05 SECONDS EAST, 0.59 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF NORTH 54 DEGREES 36 MINUTES 04 SECONDS EAST, AN ARC LENGTH OF 35.22 FEET; THENCE SOUTH 75 DEGREES 45 MINUTES 48 SECONDS EAST, 70.00 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 265.00 FEET AND A CHORD BEARING OF SOUTH 14 DEGREES 09 MINUTES 29 SECONDS WEST, AN ARC LENGTH OF 0.73 FEET; THENCE SOUTH 75 DEGREES 55 MINUTES 15 SECONDS EAST, 145.79 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 57 SECONDS WEST, 61.16 FEET; THENCE SOUTH 29 DEGREES 47 MINUTES 52 SECONDS EAST, 37.26 FEET; THENCE NORTH 76 DEGREES 49 MINUTES 03 SECONDS EAST, 116.69 FEET; THENCE SOUTH 81 DEGREES 47 MINUTES 13 SECONDS EAST, 153.95 FEET; THENCE SOUTH 63 DEGREES 29 MINUTES 31 SECONDS EAST, 112.02 FEET; THENCE SOUTH 45 DEGREES 59 MINUTES 45 SECONDS EAST, 111.92 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 15 SECONDS EAST, 55.65 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 45 SECONDS EAST, 90.04 FEET; THENCE NORTH 82 DEGREES 41 MINUTES 33 SECONDS EAST, 88.65 FEET; THENCE NORTH 87 DEGREES 00 MINUTES 20 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 53 SECONDS EAST, 88.65 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 08 SECONDS EAST, 85.86 FEET; THENCE SOUTH 83 DEGREES 43 MINUTES 10 SECONDS EAST, 238.13 FEET; THENCE NORTH 04 DEGREES 45 MINUTES 16 SECONDS EAST, 13.20 FEET; THENCE NORTH 11 DEGREES 14 MINUTES 44 SECONDS EAST, 288.09 FEET; THENCE NORTH 62 DEGREES 41 MINUTES 24 SECONDS EAST, 127.61 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 267.00 FEET AND A CHORD BEARING OF SOUTH 22 DEGREES 18 MINUTES 37 SECONDS EAST, AN ARC LENGTH OF 46.60 FEET; THENCE NORTH 72 DEGREES 41 MINUTES 23 SECONDS EAST, 216.00 FEET; THENCE SOUTH 10 DEGREES 59 MINUTES 02 SECONDS EAST, 106.45 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 08 SECONDS WEST, 106.45 FEET; THENCE SOUTH 10 DEGREES 43 MINUTES 58 SECONDS WEST, 86.80 FEET; THENCE SOUTH 11 DEGREES 14 MINUTES 44 SECONDS WEST, 80.00 FEET; THENCE SOUTH 07 DEGREES 24 MINUTES 58 SECONDS WEST, 72.99 FEET; THENCE SOUTH 05 DEGREES 14 MINUTES 55 SECONDS EAST, 71.04 FEET; THENCE SOUTH 18 DEGREES 06 MINUTES 54 SECONDS EAST, 71.04 FEET; THENCE SOUTH 27 DEGREES 45 MINUTES 40 SECONDS EAST, 77.42 FEET; THENCE SOUTH 28 DEGREES 15 MINUTES 03 SECONDS EAST, 80.00 FEET; THENCE SOUTH 27 DEGREES 34 MINUTES 17 SECONDS EAST, 87.88 FEET; THENCE SOUTH 15 DEGREES 28 MINUTES 24 SECONDS EAST, 106.01 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 03 SECONDS EAST, 52.39 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 09 SECONDS EAST, 84.51 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 74.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 27 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST OUARTER OF SAID SECTION 10, 1006.36 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO ROBERT M. AND ELAINE E. STEWART BY DOCUMENT NO. 72-5656; THENCE SOUTH 88 DEGREES 04 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS PER DOCUMENT NO. 72-5656, 2655.55 FEET TO THE SOUTHWEST CORNER OF SAID LANDS PER DOCUMENT NO. 72-5656, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, AND 1876.91 FEET SOUTHERLY OF (AS MEASURED ALONG SAID WEST LINE) THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 1876.91 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS, AND CONTAINING 110.29 ACRES OF LAND MORE OR LESS.

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

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

BETH WARREN City Clerk

BY: Lisa Pickering Deputy Clerk



Memorandum

To: Planning and Zoning Commission

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

CC: Bart Olson, City Administrator

Date: April 4, 2018

Subject: PZC 2018-04 Prestwick of Yorkville – Yorkville Christian School

Request for Amended Final Plat Approval

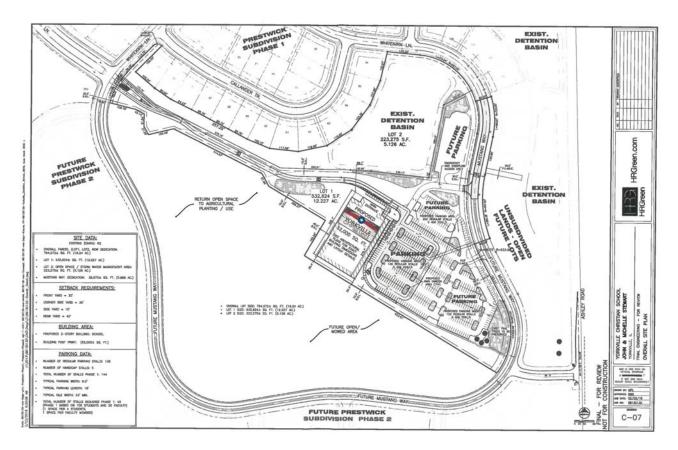
Summary

As the Planning and Zoning Commission will recall, the petitioners, John and Michelle Stewart, purchased the incomplete Prestwick of Yorkville subdivision in March 2013 and were granted approval of an amendment to the original annexation agreement (Ord. 2013-56) with a revised final plat of Unit 2 to construct a new Christian high school focused on agricultural studies in October 2014. As originally proposed, the school would have a maximum student capacity of 850 students but would be constructed in phases with the first phase accommodating about 100 students. The 2013 overall site plan indicated a school size of approximately 25,000 square feet with primary school traffic occurring off of Ashley Road, as illustrated below.



Since that time, the applicants have secured the a permit from the Illinois Department of Transportation (IDOT) to make intersection improvements at Route 126 and Penman Road, work towards the completion of punch list items in Unit 1 of the subdivision, and obtain earthwork and foundation permits for the school site. However, no intersection or roadway improvements to IL Route 126 at Penman, intersection of Ashley Road and IL Route 126, nor the Ashley Road improvements adjacent to school lot have occurred.

The petitioners originally sought to amend the current annexation agreement to relieve them from completing required intersection improvements to Ashley Road and Illinois Route 126, and constructing an access roadway off of Ashley Road from the Yorkville Christian school site until such time homes in Phase II of the Prestwick (Ashley Pointe) development are being constructed. However, upon feedback from staff and the Economic Development Committee (EDC), the petitioner's are now seeking to delay the construction of the Ashley Road & Il 126 roadway improvements until the issuance of the 75th final occupancy permit within the Phase 1 of the subdivision or seven (7) years, whichever occurs first.



Additionally, and not part of the amended annexation agreement request, the petitioner's have revised the overall layout of the school site and increased the building size to 52,000 square feet to accommodate 300 students and an indoor gymnasium.

Project Background

Below is a chronological bullet point summation of the City Council approvals related to this project since the purchase of the stalled development by the current petitioners:

- Per the amended Annexation Agreement approved in 2013 (Ord. No. 2013-56) Lot 358 of the original Final Plat was resubdivided for the purpose of accommodating the new private high school.
- Per Ordinance 2013-56, the developer was given credit against all City and County required road impact fees to which would be collected at time of building permit issuance based upon the understanding that the developer would make roadway improvements to IL Route 126 at Penman, Ashley Road and IL Route 126 intersection and Ashley Road improvements adjacent to Lot 358 where the new school will be located.

- Per Ordinance 2013-56, the Developer agreed to provide all required security for the high school development and roadways.
- Per Ordinance 2013-56, the City agreed to allow the school to open with forty percent (40%) of the required parking in place and the remaining sixty percent (60%) to be land banked and installed as determined by the City.
- Ordinance 2014-57, approved in October 2014 authorizing the Final Plat for the school, stipulated in Exhibit B that the improvements to IL Route 126 at Penman and IL Route 126 at Ashley Road must be substantially completed prior to the issuance of an occupancy permit for the school.
- Ordinance 2014-26, approved in May 2014, allowed for the release/reduction in the security requirements for the roadway completion as part of the development with the written
 - acknowledgement and agreement by the Owner/Developer that no certificate of occupancy for the school or any other structure constructed on the property will be issued by the City until such time a deposit sufficient for the roadway improvements related to the II Route 126 intersection with IDOT has been provided.

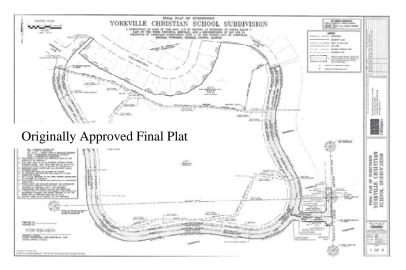
Proposed Amended Final Plat

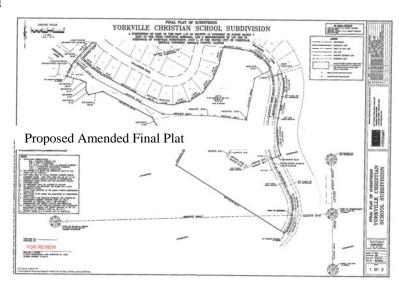
As proposed, the amended Final Plat of Subdivision for the school site, located in Unit 2 of the Prestwick development, will be revised to only include a reduced land area of approximately 18-acres as opposed to the original approximately 43-acre parcel for the school in the approved 2013 Final Plat (refer to plans to the right of the page). In addition, the proposed amended final plat does not include the originally planned roadway access off of Ashley Road. Per the requested amended annexation agreement, the petitioners are looking to postpone that access connection until such time either 75 building permits for new construction homes have been issued in Unit 1 of the development or seven (7) years (2025), whichever occurs first.

Traffic Study Analysis:

The petitioner's have provided an addendum to the original Traffic Study

prepared in 2013 by KLOA Inc., transportation engineers. The original Traffic Study took into consideration the traffic impacts of the proposed school at maximum enrollment (850 students),





Phase I and Phase II residential build out and the utilization of two (2) access roads that will serve the development, Ashley Road and the intersection of IL Rte 126 and Penman. Ashley Road was to serve as the primary access point for the school traffic, while IL Rte 127 and Penman would be a secondary access point for the school and the main access for the residential units. This report also assumed a 2% rate of traffic growth per year. At the conclusion of the study, it was determined that the addition of the new traffic generated from the school and full build-out of the Prestwick subdivision (Phases I and II) could be accommodated by the required roadway improvements to IL Rte. 126 and Penman, IL Rte. 126 and Ashley Road and Ashley Road. Further it was recommended that westbound left-turn lanes should be provided on II Rte. 126 at the intersections with Ashley Road and Penman Road.

The addendum prepared by KLOA, Inc. dated February 16, 2018, considered the revised site plan, school enrollment at full capacity (850 students) and the build out of only Phase I of the subdivision with the only vehicular access off of IL Rte. 126 and Penman Road. The report also projected a 1% rate of traffic growth per year. The findings of the traffic addendum concluded the connection to Ashley Road for the school was not needed to accommodate the estimated traffic generated by both the school and the complete build-out of the residential homes in Phase I of the development.

Since the assumptions in the addendum to the traffic study were incongruent with those used in the original study, staff requested additional information be provided. The attached revised traffic impact study analyzed the impacts of a proposed 850-student high school at full capacity within the existing 108-single-family home residential subdivision. It is the conclusion of the study that the intersection of IL 126 and Penman Road will accommodate and support the traffic from the proposed school and also residential development by providing the recommended improvements of an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as providing a separate northbound left-turn lane and a northbound right-turn lane on Penman Road.

Additionally, the petitioner has contacted IDOT for confirmation and concurrence that the traffic study's conclusions are accurate with regards to Il Rte 126 and Penman Road being able to accommodate the student and resident vehicular traffic. Staff anticipates a response from IDOT within the next few weeks, prior to final consideration of the request by City Council.

Staff Recommendation:

Based upon the review of the proposed Final Plat of Subdivision for the Yorkville Christian School, staff recommends <u>approval</u> of the submitted plan, as they are consistent with the approved development site plan and the current subdivision control regulations, **subject to** the recommendations in the attached plan review letter prepared by the City's engineering consultant, Engineering Enterprises Inc. (EEI), dated March 14, 2018.

Proposed Motion:

In consideration of the proposed Final Plat of Subdivision for the Yorkville Christian School, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised February 21, 2018, subject to engineering staff recommendations in a letter dated March 14, 2018, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments:

- 1. Copy of Petitioners' Amended Final Plat Application.
- 2. Plan Council Memorandum dated March 13, 2018 prepared by the Community Development Director.
- 3. EEI Review letter dated March 14, 2018 prepared by Brad Sanderson, City Engineer.

4. Revised Traffic Study Addendum dated March 30, 2018, prepared by KLOA.



APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INVOICE & WORKSHEET PET	TITION APPLICATION	
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit \$500.00	Total: \$
AMENDMENT	□ Annexation \$500.00 □ Plan \$500.00 ☑ Plat \$500.00 □ P.U.D. \$500.00	Total: \$ 500.00
ANNEXATION	\Box \$250.00 + \$10 per acre for each acre over 5 acres	
5=	x \$10 =+ \$250 = \$	Total: \$
	Amount for Extra Acres Total Amount	
REZONING	\$\square\$ \$200.00 + \$10 per acre for each acre over 5 acres	
5=	if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee x \$10 = + \$200 = \$ Amount for Extra Acres Total Amount	Total: \$
SPECIAL USE	\$250.00 + \$10 per acre for each acre over 5 acres	
5 = # of Acres	x \$10 = + \$250 = \$ Amount for Extra Acres	Total: \$
ZONING VARIANCE	\$85.00 + \$500.00 outside consultants deposit	Total: \$
PRELIMINARY PLAN FEE	☐ \$500.00	Total: \$
PUD FEE	□ \$500.00	Total: \$
FINAL PLAT FEE	□ \$500.00	Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	 Less than 1 acre Over 1 acre, less than 10 acres ○ Over 10 acres, less than 40 acres ○ Over 40 acres, less than 100 acres ○ Over 100 acres ○ Over 100 acres 	Total: \$ 2,500.00
OUTSIDE CONSULTANTS DEPOSIT Legal	l, land planner, zoning coordinator, environmental services	
	For Annexation, Subdivision, Rezoning, and Special Use: Less than 2 acres \$1,000.00 Over 2 acres, less than 10 acres \$2,500.00 Over 10 acres \$5,000.00	Total: \$ 2,500.00
	TOTAL AMOUNT DUE:	5,500.00



APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

DATE:	PZC NUMBER:	DEVELOPMENT NAME:					
PETITIONER INFORMATION							
NAME: Michelle L. Stewart and Jo	ohn C. Stewart	COMPANY: N/A					
MAILING ADDRESS: 3874 N. IL Route 71							
CITY, STATE, ZIP: Sheridan, IL 60118		TELEPHONE: 630-768-0412					
EMAIL: michelle@stewartspreadi	ng.com	FAX:					
PROPERTY INFORMATION							
NAME OF HOLDER OF LEGAL TITLE: Mich	nelle L. Stewart and John C. Stew	art					
IF LEGAL TITLE IS HELD BY A LAND TRUST,	LISTTHE NAMES OF ALL HOLDERS OF ANY	BENEFICIAL INTEREST THEREIN:					
PROPERTY STREET ADDRESS: 7525 MU	STANG WAY, YORKVILLE, IL						
TYPE OF REQUEST:							
☐ PRELIMINARY PLAN	☐ FINAL PLAT ☐	AMENDED PREMILINARY PLAN	✓ AMENDED FINAL PLAT				
TOTAL LOT ACREAGE: 12 ACRES		CURRENT ZONING CLASSIFICATION: R-2 SINGLE FAMILY RES DIST					
ATTACHMENTS							
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".							



APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION	
NAME: PATTI A. BERNHARD	COMPANY DOMATCHALL CODING WEST STATE
	COMPANY: DOMMERMUTH, COBINE, WEST, ET AL
MAILING ADDRESS: 111 EAST JEFFERSON AVENUE, SUITE 200	
CITY, STATE, ZIP: NAPERVILLE, IL 60540	TELEPHONE: 630-355-5800
EMAIL: PAB@DBCW.COM	FAX: 630-355-5976
ENGINEER INFORMATION	
NAME: DAVID SCHULTZ	COMPANY: H R GREEN, INC.
MAILING ADDRESS: 651 PRAIRIE POINTE DRIVE, SUITE 201	
CITY, STATE, ZIP: YORKVILLE, IL 60560	TELEPHONE: 630-553-7560
EMAIL: DSCHULTZ@HRGREEN.COM	FAX: 630-553-7646
LAND PLANNER/SURVEYOR INFORMATION	
NAME: DAVID SCHULTZ	COMPANY: H R GREEN, INC.
MAILING ADDRESS: 651 PRAIRIE POINTE DRIVE, SUITE 201	
CITY, STATE, ZIP: YORKVILLE, IL 60560	TELEPHONE: 630-553-7560
EMAIL: DSCHULTZ@HRGREEN.COM	FAX: 630-553-7646
AGREEMENT	
	F MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS NT FEES WHICH MUST BE CURRENT BEFORETHIS PROJECT CAN PROCEED TO THE NEXT DERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN
11-1 a UBC/	2/27/18
PETITIONER SIGNATURE	DATE
OWNER-HERBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTIT	
OWNER TEREST ACTIONALES THE PETITION OF A SUPERFRONT NATE ENTIT	LEMENTS ON THE PROPERTY.
OWNER SIGNATURE	2 27 /18 DATE
OWNER 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

PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER: MICHELLE & JOHN STEWART	FUNDACCOUNT: NUMBER: N/A	PROPERTY ADDRESS: 7525 Mustang Way	
APPLICATION/APPROVAL TYPE (check app			
CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	ANNEXATION	☐ REZONING
SPECIAL USE	MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	PRELIMINARY PLAN
☐ FINAL PLANS	PLANNED UNIT DEVELOPMENT	☑ FINAL PLAT	
cover all actual expenses occurred as a rest include, but are not limited to, plan review fees, engineering and other plan reviews, p is established with an initial deposit based against to pay for these services related to an invoice reflecting the charges made agrinancially Responsible Party will receive at to the project are required. In the event this be suspended until the account is fully repifinancially Responsible Party. A written required and distributed by the 15th of the when the account was established.	le to require any petitioner seeking approva ult of processing such applications and reque of development approvals/engineering per processing of other governmental application upon the estimated cost for services provided the project or request. Periodically through ainst the account. At any time the balance in invoice requesting additional funds equal t at a deposit account is not immediately repl lenished. If additional funds remain in the d quest must be submitted by the Financially Rue e following month. All refund checks will be	ests. Typical requests requiring the establish mits. Deposit account funds may also be use is, recording fees and other outside coordina d in the INVOICE & WORKSHEET PETITION hout the project review/approval process, the of the fund account fall below ten percent to one-hundred percent (100%) of the initial lenished, review by the administrative staff, leposit account at the completion of the pro- esponsible Party to the city by the 15th of the	nment of a Petitioner Deposit Account Fund of to cover costs for services related to legal tion and consulting fees. Each fund account APPLICATION. This initial deposit is drawn e Financially Responsible Party will receive (10%) of the original deposit amount, the I deposit if subsequent reviews/fees related consultants, boards and commissions may ject, the city will refund the balance to the e month in order for the refund check to be
ACKNOWLEDGMENT OF FINANCIAL RES	:PONSIBILITY		
NAME: MICHELLE & JOHN STEWA	RT	COMPANY: N/A	
MAILING ADDRESS: 3874 N. IL	Route 71		
CITY, STATE, ZIP: Sheridan, IL	60118	TELEPHONE: 630-768-0412	
EMAIL: MICHELLE@STEWARTSPR	EADING.COM	FAX:	
l will provide additional funds to maintain Corporation of their obligation to maintain funds. Should the account go into deficit, all	inancially Responsible Party, expenses may o the required account balance. Further, the a positive balance in the fund account, unlo i City work may stop until the requested repl	sale or other disposition of the property do ess the United City of Yorkville approves a Ci enishment deposit is received.	es not relieve the individual or Company/
MICHELLE L. STEWART / JOHN	C. STEWART	OWNERS	
PRINT NAME LUCALUM STENATURE STENATURE	t Mulson	DATE A/27/18	
ACCOUNT CLOSURE AUTHORIZATION			
DATE REQUESTED:		OCOMPLETED DINACTIVE	
PRINT MAME:		□ WITHORAWN - □ COLLECTIONS	
IGNATURE # 1	All Codes	(I) OTHER	
EPARTMENT ROUTING FOR AUTHORIZATION	JA: 🔲 COM, DEV.	BUILDING DENGINEERING	🗆 FINANCE — 🗀 ADMIN. 🔝

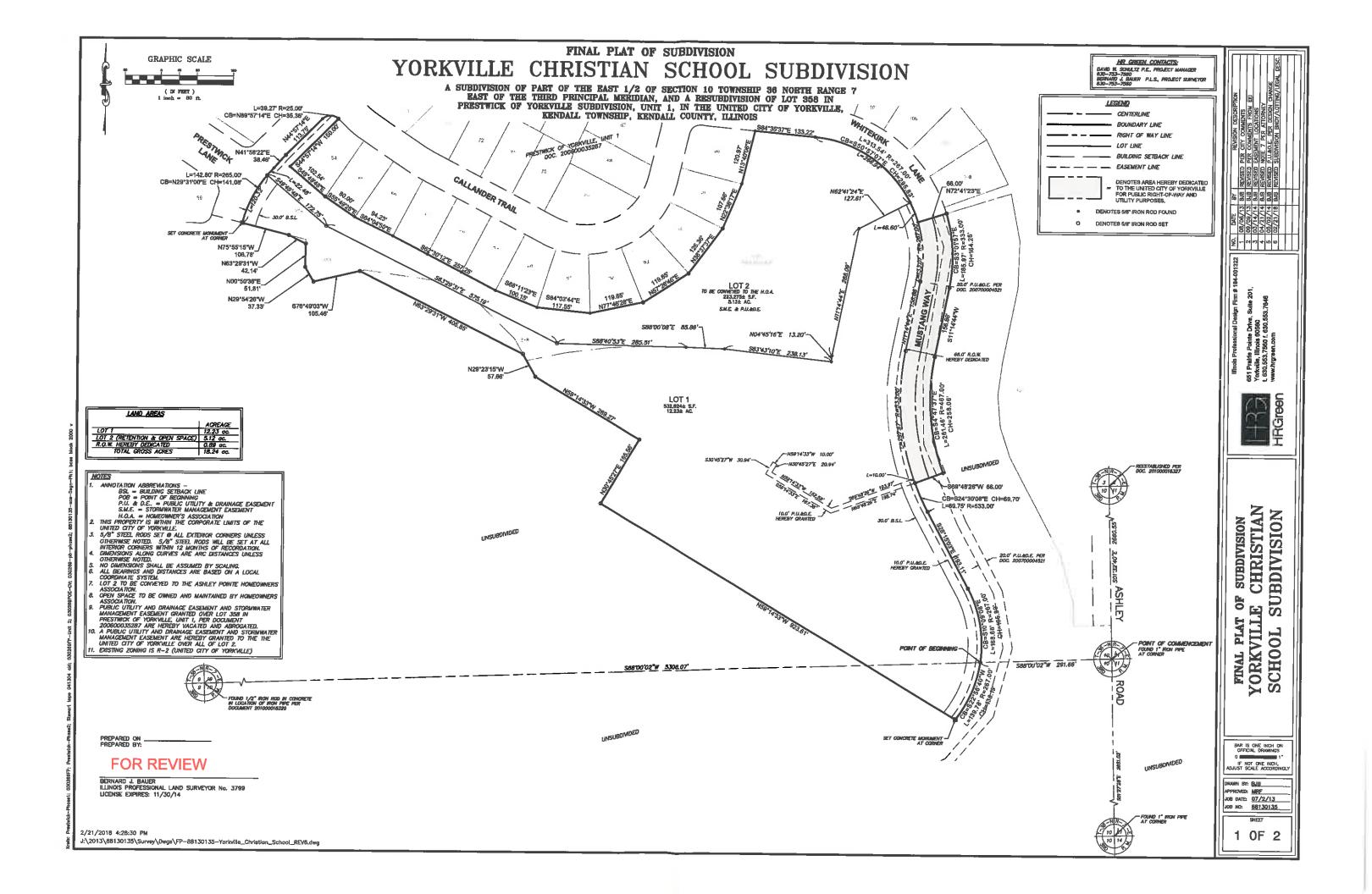
EXHIBIT A

LEGAL DESCRIPTION

A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10 TOWNSHIP 36 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOT 358 IN PRESTWICK OF YORKVILLE SUBDIVISION, UNIT 1, IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

ADDRESS: 7525 MUSTANG WAY, YORKVILLE, IL

PINS: 05-10-277-001 and PART OF 05-10-200-007





CHRISTIAN JBDIVISION FINAL PLAT OF CORKVILLE CSCHOOL SUE

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

N K

APPROVED: MRF 408 DATE: 07/2/13 JOB NO: <u>88130135</u>

2 OF 2

YORKVILLE CHRISTIAN SCHOOL SUBDIVISION

A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10 TOWNSHIP 36 NORTH RANGE 7.

EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOT 358 IN WILLE SUBDIVISION, UNIT 1, IN THE UNITED CITY OF YORKVILLE ENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

KENDALL COUNTY RIGHT TO FARM STATEMENT

COUNTY OF) S.S.	PRESTWICK OF YORKVILLE SUBDIVISION, V KENDALL TOWNSHIP, K
THIS IS TO CEPTIFY THAT ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE FERENCIARS SURVEYOR'S CEPTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIMED, AND PLAYED AS SHOWN MERCON FOR THE USES AND PURPOSES HEREIN SET FORTH AS AUDIONED AND PROPERTY STATUTE, AND DO HEREITY ACRONOMEDICE, AND ADOPT THE SAME UNDER THE STILE AND TILE THEREON MINICATED.	
THE UNDERSCHOOL HEREBY DERICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THORRANDWINESS, STREETS, ALLEYS AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES FOR MAY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER PRANCHISE. ACREEMENT HE UNITED THY OF YORKMALE, THER SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREOUT.	CITY PLAN. COMMISSION CERTIFICATE STATE OF ELINOIS) S.S.
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8%	or transmitted
MOTARY CERTIFICATE STATE OF	CITY ADMINISTRATOR'S CERTIFICATE
STATE OF	STATE OF RUNOIS) S.S.
,	COUNTY OF KENDALL)
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PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED	
GEFORE ME TH'S DAY AND ACMONIMEDICED THE EXECUTION OF THE AMBIES PLAT AND ACCOMMENTATION RESTRUCTURES FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS (HERK)THERN) FREE AND VOLUNTARY ACT.	CITY ADMINISTRATOR
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF 20	
	CITY CLERK'S CERTIFICATE
MOTARY PUBLIC	STATE OF ALIMOIS) S.S.
	COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKINLE.
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STATE OF ILLINOIS) S.S. COUNTY OF INDIDALL)	
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GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,	CITY COUNCIL CERTIFICATE
ELINOIS, THISDAY OF	STATE OF ALMOIS) S.S.
	COUNTY OF KENDALL)
COUNTY CLERK	APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKMILE, ILLINOIS, THIS
KENDALL TOWNSHIP HIGHWAY COMMISSIONER	MATOR
STATE OF ALMOIS)) S.S.	
COUNTY OF KENDALL)	
I, DO HERBHY CERTIFY THAT ALL MATTERS PERTAINING TO THE HIGHWAY REQUIREMENTS AS DESCRIBED IN THE REGULATIONS GOMERNING PLATS ADOPTED BY THE	GITY ENGINEER'S CERTIFICATE STATE OF ILLINOIS)
COUNTY BOARD OF KONDALL COUNTY, INSOFAR AS THEY PERTAIN TO THE ANNUALD PLAT, HAVE SEEN COMPUED WITH. DATED THIS DAY OF 20	COUNTY OF KENDALL) S.S.
TOWNSHIP HIGHWAY COMMISSIONER	LEMENT CONTRY THAT THE REQUIRED MERIOD FOR THE UNITED CITY OF YORK-MLE, DO HEREST CONTRY THAT THE REQUIRED MERIOD FAMILY OF THE RECURRENCE CHARMEN COLLABORATE COLLABORATE.
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STATE OF RUNOIS)	
COUNTY OF KENDALL)	CITY ENGINEER
NE, REGISTERED PROFESSIONAL ENGINEER AND CONNER AND TO THE MET.	
OF OUR INVOICEDGE AND BELIEF THE DRAMAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE	ABROGATION NOTE:
NE. RECORDED PROFESSIONAL ENGINEER AND OTHER (OF HIS ATTORNEY) SUBJECT THE PROFESSIONAL ENGINEER AND PROFES STUDIES AND, TO THE BEST OF OUR HOMBLEDGE AND BELEF THE DRAWLIGE OF SURFACE WITERS WILL NOT BE CHANGED BY THE CONSTITUTION OF THIS SUBJECTION OF ANY PART THEORY, OR, THAT IF SUCH SUBFACE WITER DRAWLIGE WILL BE CHANGED, PRANCHABLE PROVISIONS HAVE BEEN MADE FOR THE SUBJECT OF THE CONSTITUTION OF THE CHANGE OF THE C	
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SATED THIS BAY OF	ACCEPTED:
OWNER (OR DULY AUTHORIZED ATTORNEY) REGISTERED PROFESSIONAL ENGINEER	n/a:
TOTAL TOTAL CONTROL	ACCEPTED: DATE:
	ACCEPTED: DATE:

EASEMENT PROMISIONS A MON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONNEALTH EDISON COMPANY, AMERITECH BLINGS G.K.G. BLINGS BELL TELEPHONE COMPANY, CRANTESS THE UNITED CITY OF YORKWILLE, ILLINOIS.

THEN RESPECTIVE LUCHISES, SUCCESSORS AND ASSIGNS, DUNITY AND SEVERALLY TO CONSTRUCT. OPERATE REPARK MANIMAL MODIFY, RECONSTRUCT, REPLACE, SUPPLIEDIT, RECORDER REPARK, MANIMAL MODIFY, RECONSTRUCT, REPLACE, SUPPLIEDIT, RECORDER AND RESPONSE PROBLEMS, FROM THE TO THE POLES GUYS, ANDMORS, MESS, CABLES, CORDUITS, MANIMERS, MANIME

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FURTH FOR SUCH TERM IN THE "COMPONIUM PROPERTY ACT; CHAPTER 765 E.CS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON MEA OR MEAS" IS DETRIED AS A LOT, PARCED OR MEA OF THE REAL PROPERTY, THE EMERICAL USE AND EMOVIMENT OF WHICH IS RESERVED IN MILIE OR AS AN APPORTROMMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR MEAS WHICH THE FLAMED CEVELOPMENT, EVEN THROUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE FLAT BY TERMS SUAN STOUTHORS," COMMON ELEMENTS, "OPEN SPACE", "TOPEN MEA", "COMMON ELEMENTS," OPEN SPACE", "TOPEN MEA", "COMMON ELEMENTS," TOPEN SPACE", "TOPEN MEA", "AREA", "COMMON ELEMENTS," OPEN SPACE", "TOPEN MEA", "AREA", "COMMON ELEMENTS," OPEN SPACE", "TOPEN MEAN, "STOUTHORS, BUT ENCLUSED REAL PROPERTY SPACE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOR, RETENTION PROP OR MEASUREMENTS.

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

EASEMENT FOR PUBLIC UTILITIES AND DIRANGE PROVISIONS

A NON-ECUSIVE EXSENTE IS HERREY RESERVED FOR AND GAMERY TO SEC AMERITEDA, INCOR, ORD COME OD, COMENST, OTHER PUBLIC UTILITIES AND HILDERS OF EMISSION FRANCHSES GRANTED BY THE CITY OF YORNALLE, LEUKOS, AND THEM RESPECTIVE SUCCESSION AND ASSOCIA WITHIN THE ARCAS SHOWN ON THE PLAY AS "PUBLIC UTILITY & FRANCH EXCHANGE EXSERT!" (INDIVIDUAL MOSTER) AND AND ANALYSIS ANALY

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FOLIDING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKWILE IN THE EXERCISE OF ITS EASTMENT FRONTS HEREIN GRANTED, SAID CITY SHALL HAVE NO GRUGATION WITH RESPECT TO SHAFALD RESPONDENCY, PROVIDED TO, THE RESPONDENCY, PROPRIES OF PARKENIN, CIPRE, GUTTERS, THESE, LININ OR SPREIGHOFF, PROVIDED, HOWEVER, THE ALL THE SHAFFLE AND LITERAL FOR THE SHAFFLE AND HOLD AND THE SHAFFLE AND HOLD BY SHALL BE CREATED SOLD AND THE BOARD AND THE SHAFFLE PRIVATED, TO SHAFFLE AND HOLD BY OF THE MAY SHAFFLE CRAMBAGE, TO COLORED SOLD STATES SHAFFLE PRIVATE, TO SHAFFLE AND HOLD BY OF THE MAY SHAFFLE PRIVATE, TO COLORED SOLD AND THE PROVIDED SOLD AND THE SHAFFLE PRIVATE, TO COLORED SOLD AND THE PROSECULAR OF THE SHAFFLE PRIVATE P

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PEDESTRIAN AND BIKE TRAIL EASEMENT PROVISIONS

PEDESTRAM AND BIGS TRAIL EASTMENT PROMISIONS

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RECORDER'S CERTIFICATE

STATE OF ELINOIS) COUNTY OF KENDALL)

THIS INSTRUMENT NO.
RECORDER'S OFFICE OF KENDALL COUNTY, ELINOIS. ____ WAS FILED FOR RECORD IN THE 774S _____ DAY OF _____ ___ 20____, AT _____

KENDALL COUNTY RECORDER

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)

I FIRTHER CENTRY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SURDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL PARTS THERETH.

I FURTHER CERTETY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZIND MEDIA AS IDENTIFIED BY THE FEDERAL ELEMENTHY MANAGEMENT AGENCY MANAGEMENT AGENCY BASED ON FROM MAP NO. 1703/2012/25, SEARNEY M. EFFECTIVE DATE OF, FEBRUARY 4, 2008. ALL OF THE PROPERTY IS LOCATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE OF THE 0.2X ANNIAL CHANGE FLOODFLAM.

BERNARO IL BAUER ILLNOIS PROFESSIONAL LAND SURVEYOR, NO. 038-3799 UCENSE EXPRATION DATE: 11/30/14

J:\2013\88130135\Survey\Dwgs\FP-88130135-Yorkville_Christian_School_REV6.dwg

CHRERSHIP CERTIFICATE



Memorandum

To: Plan Council

From: Krysti Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator

Date: March 13, 2018

Subject: PZC 2018-04 Prestwick of Yorkville

Annexation Agreement & Final Plat Amendment Submittal

I have reviewed the following documents: Final Plat of Subdivision date revised February 21, 2018; Overall Site Plan dated February 2, 2018 prepared by HR Green; and Traffic Study Addendum dated February 16, 2018 prepared by KLOA.

I have also reviewed the proposed draft Third Amendment to the Annexation Agreement of the Yorkville Farms Development and the United City of Yorkville (Prestwick of Yorkville Subdivision) dated February 27, 2018 and prepared by Patti Bernhard, attorney, of Dommermuth, Cobine, West, Gensler, Philipchuck, Corrigan and Bernhard, Ltd. regarding the Prestwick of Yorkville development generally located in the southwest quadrant of Rte. 126 and Ashley Road. Based upon my review and those of other city and local agency staff members of these plans and documents, I have compiled the following comments:

General Comments:

- Per the amended Annexation Agreement approved in 2013 (Ord. No. 2013-56) Lot 358 of the original Final Plat was resubdivided for the purpose of accommodating the new private high school.
- Per Ordinance 2013-56, the developer was given credit against all City and County required road impact fees to which would be collected at time of building permit issuance based upon the understanding that the developer would make roadway improvements to IL Route 126 at Penman, Ashley Road and IL Route 126 intersection and <u>Ashley Road</u> <u>improvements adjacent to Lot 358</u> where the new school will be located.
- Per Ordinance 2013-56, the Developer agreed to provide all required security for the high school development and roadways.
- Per Ordinance 2013-56, the City agreed to allow the school to open with forty percent (40%) of the required parking in place and the remaining sixty percent (60%) to be land banked and installed as determined by the City.
- Ordinance 2014-57, approved in October 2014 authorizing the Final Plat for the school, stipulated in Exhibit B that the improvements to IL Route 126 at Penman and IL Route 126 at Ashley Road must be substantially completed prior to the issuance of an occupancy permit for the school.
- Ordinance 2014-26, approved in May 2014, allowed for the release/reduction in the security requirements for the roadway completion as part of the development with the written acknowledgement and agreement by the Owner/Developer that no certificate of occupancy for the school or any other structure constructed on the property will be issued

- by the City until such time a deposit sufficient for the roadway improvements related to the Il Route 126 intersection with IDOT has been provided.
- As of the date of this memorandum, no intersection or roadway improvements to IL Route 126 at Penman, intersection of Ashley Road and IL Route 126, nor the Ashley Road improvements adjacent to Lot 358 have occurred.

Amended Final Plat of Subdivision/Overall Site Plan Comments:

- Per Section 10-16-3 of the Zoning Ordinance, off-street parking requirements for high schools are calculated as 0.25 per student plus 1 per staff. Phase 1 of the school development anticipates 100 students and 20 staff members, thereby requiring a minimum of 45 parking stall. The developer proposes to install 144 parking spaces in Phase 1. The minimum parking requirements have been met.
- Would the developer be amenable to sign Mustang Way for the entire length of the street rather than bifurcating the street into two (2) names, Mustang Way and Whitekirk Lane? It is understood that Whitekirk Lane was approved and platted in the existing Unit 1 Final Plat, but have suggested this change for ease of use.
- Additional comments regarding the Final Plat of Subdivision will be provided by the City's engineering consultant, Engineering Enterprises, Inc. under a separate memorandum.

Amended Annexation Agreement Comments:

- Staff is not supportive of postponing the roadway improvements (access point) off of Ashley Road adjacent to the school site until such time Phase II of the development has commenced construction, as the intent of the original annexation agreement amendment (Ord. 2013-56) and subsequent approvals related to this development were contingent upon the roadway improvements being completed.
- Should the City consider the requested postponement of the improvements, we would recommend not tying the trigger for construction to the development of Phase II (which has not been final platted), but to a fixed number of permits issued in Phase I, such as after the issuance of the 1st 50 certificate of occupancies, the developer would be required to commence construction of the roadway improvements off of Ashley Road and be completed by a certain date or no further building permits will be issued.
- Staff would further recommend if the postponement of the Ashley Road improvements are approved that the developer would be required to post a sufficient security deposit in the form of a letter of credit, bond or cash to cover the required work.
- The petitioner also sought to include the following additional language in the proposed amended annexation agreement:

The City releases its review and approval rights contained in The Highlands at Ashley Pointe Declaration of Covenants and Restrictions recorded in Kendall County on May 2, 2007 as Document No. 200700014390.

• Per the attached e-mail from the City Attorney's office dated March 12, 2018, "...the City of Yorkville does not currently have review and approval rights over architectural

design of the subdivision. Section 4.3.10 provides that the City must issue a building permit for out-buildings but leaves architectural decision in the hands of the Architectural Review Board ("ARB"). That said, no amendment is necessary. If an amendment were required, it would need to be done in accordance with Article 14 of the Declaration and not through the Annexation Agreement."

o Staff does not recommend this language be included in the amended agreement.



March 14, 2018

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

Re:

Yorkville Christian School Final Engineering Plans United City of Yorkville, Kendall County, Illinois

Dear Krysti:

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

- Final Engineering Plans (32 sheets) dated February 2, 2018 and prepared by HR Green
- Final Plat of Subdivision revised dated February 21, 2018 and prepared by HR Green
- Landscape Plan dated February 2, 2018 and prepared by HR Green
- Traffic Study Addendum dated February 16, 2018 and prepared by KLOA
- Overall Site Plan dated February 2, 2018 and prepared by HR Green
- Storm Sewer Design Report dated February 21, 2018 and prepared by HR Green
- Stormwater Exhibits dated February 2, 2018 and prepared by HR Green
- IEPA Sanitary and Water Permit Applications

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

<u>General</u>

- An Engineers Opinion of Probable Construction Costs should be provided for the project. The cost
 opinion should include the public improvements and erosion control costs for use in establishing
 the required construction guarantee. In addition, an estimate for all site improvements needs to
 be provided for use in calculating development fees.
- The plans should be submitted to the Yorkville-Bristol Sanitary District for review. Their comments should be provided to the City and EEI upon receipt.

Ms. Krysti Barksdale-Noble March 14, 2018 Page 2 of 4

- 3. The Community Development Department should confirm that an adequate number of parking spaces has been provided for the expansion.
- 4. The landscape review comments from PRI are attached.
- 5. A photometric plan with light intensity values and manufacturer's cut sheets and light pole details for selected light poles needs to be provided.

Engineering Plans

- 6. The intersection at Prestwick Lane and the entrance will need to be a four-way stop. Appropriate signage should be installed.
- 7. The driveway aprons within City row should be concrete.
- 8. Connection of the 8" water main to the north-south running 8" water main along Mustang Way should be shown in greater detail.
- 9. It should be noted that at the connection to the existing water main, the new main will be pressure tested against an old valve. This valve may require replacement.
- 10. The water main will be required to be looped.
- 11. The Developer is proposing a limestone path within the planned Mustang Way row. The City should confirm that this will be acceptable.
- 12. The developer is showing a "future grass overflow parking lot". The City should confirm that this will be acceptable.

Traffic Study Addendum

- 13. The report states Phase I buildout has 103 single family homes in several locations. It should be corrected to read 108.
- 14. The previous Traffic Impact Study dated August 2013 used a traffic growth rate of 2% per year. No explanation was provided for why 1% per year used in the Addendum. Looking at IDOT traffic counts, IL Route 126 had an ADT of 6,650 in 2011 (the ADT stated in the 2013 study) and an ADT of 7,350 in 2016. That results in greater than 2% growth per year. Detailed support should be provided as to why 1% was chosen.
- 15. It should be verified on whether buses are planned to be used for the school.
- 16. The Phase II residential buildout was not included in the capacity analysis for the intersection of Penman Road and IL Route 126. Presumably, some of that traffic will be entering/exiting the subdivision through the Penman Road entrance. This will need to be analyzed in the future.
- 17. We do not support a non-roadway connection to Ashley Road for the full build-out of the school. This should be reviewed and discussed in further detail with Community Development.

Ms. Krysti Barksdale-Noble March 14, 2018 Page 3 of 4

- 18. Timing triggers for the expansion of the parking lot should be reviewed and discussed in further detail with Community Development.
- 19. We recommend that the main entrance/exit from the future parking area to the future Mustang Way connection align with the Ashley Road connection to limit disruption to future residential owners.

Final Plat of Subdivision

- "Heretofore Dedicated" along with width and document number dedicating the adjacent roadways need to be added to the plat.
- 21. Whitekirk Lane, adjacent to the west line of Lot 1 needs to be labeled and dimensioned.
- 22. Easements are needed for the offsite storm sewer.
- 23. The gas line servicing the building appears to be outside the right of way, at the end of the proposed Mustang Way right of way and needs to be placed in an easement.
- 24. The easement adjacent to Whitekirk Lane, along the west line of Lot 2 needs to be labeled and have a note saying, "hereby granted", unless it is a PU&DE. If this is the case it should be removed since there is a blanket PU&DE being granted over all of Lot 2.
- 25. A 10' PU&DE is needed along the west line of Lot 1 adjacent to Whitekirk Lane.
- 26. The City Plan Commission Certificate should be removed and the "City Planning and Zoning Commission Certificate" noted below should be added.

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE	OF	ILLINOIS)	
COUNTY	OF	KENDALL)	
		ND ACCEPTED BY THE PLANNING AND ZONING KVILLE, ILLINOIS, THISDAY OF	
8		CHAIRMAN	

- 27. The PU&DE for the water main needs to be a minimum of 15 feet.
- 28. City staff is not in favor of the proposed street name for the row dedication. The street name of Whitekirk Lane should be continued.

Ms. Krysti Barksdale-Noble March 14, 2018 Page 4 of 5

IEPA Permit Applications

- 29. EEI has marked up the IEPA permit applications and will send them back to the design engineer for correction. Once all corrections are made, signatures may be obtained. The changes to the IEPA sanitary and water permit applications that need to be made include the following:
 - The Facility ID number should be provided on the "Division of Public Water Supplies Application for Construction Permit" and the "Division of Public Water Supplies, Permit Section Schedule B Water Main Construction".
 The City's Facility ID number is: 0930250.
 - Sections of the IEPA water permitting forms that require signature of authorized public water supply official should be signed by Gary J. Golinski, the Mayor of Yorkville.
 - In Section 6.2 of the IEPA Schedule A/B permit application, the description boxes for building use and activity should be filled out with statements that make the use of the non-residential building known as a private school/education facility.
- 30. The water application will have to be revised to reflect revisions to the plans to provide for water main looping.

The Developer should make the necessary revisions and re-submit plans and supporting documents along with a disposition letter for further review. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/TNP/BCS

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

Ms. Erin Willrett, Assistant City Administrator (Via e-mail)

Mr. Jason Engberg, Senior Planner (Via e-mail)

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

Mr. Pete Ratos, Building Department (Via e-mail)

Ms. Dee Weinert, Admin Assistant (Via e-mail)

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

Mr. Cyrus McMains, YBSD (Via e-mail)

Ms. Michelle Stewart (via Email)

Mr. David Schultz, HR Green (via Email)

TNP, JAM, EEI (Via e-mail)



PLANNING RESOURCES INC.

402 West Liberty Drive Wheaton, Illinois 60187 Web: www.planres.com P: 630,668,3788 F: 630,668,4125 Memorandum PP13032-36

To:

Tim Paulson, Engineering Enterprises, Inc.

From:

Planning Resources Inc.

Date:

February 28, 2018

Subject:

Yorkville Christian School Landscape Review #1

Items Reviewed:

Per your request, Planning Resources has reviewed the below-referenced documentation for compliance with requirements of the City of Yorkville.

- Landscape Plan, dated 2/2/18, by HRGreen (Sheets L-01 L-05)
- Yorkville Ordinance No. 2009-42

Review Comments

- 1. **Parkway Landscaping** the plan says 9 parkway trees have been provided there are only 7 proposed shown on drawings.
- 2. **Perimeter Landscaping/Parking Lot** The substitution of the shrubs for the trees in the landscape medians of the parking lot are an acceptable ratio.
- 3. **Lot Landscaping** shade trees required = 54, shrubs required = 405. Plans provide 57 trees (drawing states 54) and 411 shrubs **approved**.
- 4. **Storm Water Storage Basin Landscaping** see section 8-12-2-F: "Storm Water Storage Basin Landscaping" a 30' buffer yard is required around any storm water basin. Plans do not show a storm water basin buffer yard around all of the rain gardens. They are considered the storm water management and the buffers would apply. Please revise.
- 5. **Credit for Existing Vegetation** refer to section 8-12-3-G. Add a table to the Tree Preservation Plan that shows the credits for preserving existing vegetation.
- 6. Plant List Rain Garden Seed Mix:

Upon review of the rain garden seed mix and related Perennial Groundcovers; Please consider substitutions or alternative species for use in proposed parking lot islands and future perimeter rain gardens. Please note that a majority of these native species may prefer drier conditions as per the (Plants of The Chicago Region, Swink & Wilhelm 4th ed.) These species are considered upland plants and wet conditions may negatively impact growth habits: (Bouteloua, Ratibida, Rudbeckia, Chamecrista, Baptisia, Liatris, Echinacea, Coreopsis, Schizachyrium, Panicum, Koeleria, Elymus, Sporobolus and Ceanothus.)

PLANNERS
LANDSCAPE
ARCHITECTS

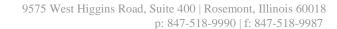
- 7. Planting Details all the details shown for this project are acceptable as indicated.
- 8. Additional Comments:
 - a. See Section 8-12-2E: "Landscaping Adjacent to Primary and Secondary Arterials and Collector". Sheets L-01-L03 indicate 30' landscape buffers along arterials; both Mustang Way and Whitekirk Lane apply to this requirement.
 - b. Please add a cross section detail for the parking lot island rain gardens showing the plantings, granite cobbles, curbing etc.
 - c. Sheet L-04:
 - i. The variety of Gleditsia is 'Skyline'

With respect,

Joseph T Murphy, ASLA, PLA, CLARB

Landscape Architect

Robert Kamis, ASLA, SER Senior Ecologist/Wetland Specialist





MEMORANDUM TO: Michelle Stewart

Yorkville Christian High School

FROM: William R. Woodward

Senior Consultant

Luay R. Aboona, PE

Principal

DATE: March 30, 2018

SUBJECT: Traffic Evaluation Addendum

Proposed Yorkville Christian High School

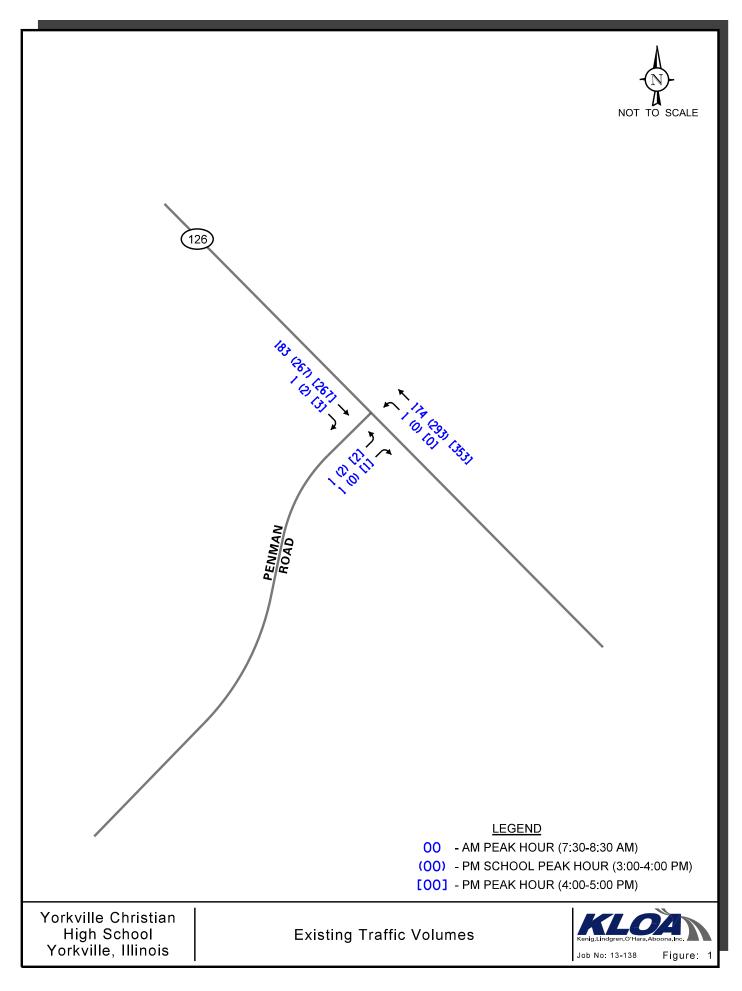
Yorkville, Illinois

This memorandum serves as an addendum to the traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) in August 2013 for the proposed Yorkville Christian High School to be located within the Prestwick residential subdivision, which occupies the southwest quadrant of the intersection of Schoolhouse Road (IL 126) and Ashley Road in Yorkville, Illinois.

The traffic impact study analyzed the impacts of the proposed 850-student high school within a proposed 108-single-family home residential subdivision, Prestwick Subdivision. At that time, the conceptual plan included an access at the existing intersection of IL 126 and Penman Road, as well as a full access on Ashley Road, south of IL 126. The purpose of this memorandum is to revisit the previously prepared traffic study based on the recent revised site plan configurations and proposed traffic patterns, as well as determine whether the access off Ashley Road is needed to mitigate the traffic impact from the high school at full student capacity (850 students) and the full buildout of the 108 single-family homes or rather if the intersection of IL 126 and Penman will continue to be adequate.

Existing Conditions

As noted, access to the Prestwick subdivision is currently from the existing intersection of IL 126 and Penman Road. Penman Road T-intersects IL 126 from the south, providing one lane inbound and one lane outbound under stop sign control. IL 126 provides one lane in each direction. No turning lanes (i.e. westbound left-turn lane or eastbound right-turn lane) are provided. There are approximately four single-family homes built and occupied within the subdivision. **Figure 1** shows the existing weekday morning and weekday evening peak hour traffic volumes for the intersection of IL 126 and Penman Road. These volumes are from the Year 2013 traffic study report.



Proposed Yorkville Christian High School

The high school will be located in the southeast quadrant of the subdivision and proposes vehicle access via an extension of Prestwick Lane. Prestwick Lane intersects Penman Road from the east.

At full occupancy, the high school will be able to accommodate 850 students. Based on information received from the school, there are approximately 45 students currently enrolled at the school, and it is estimated that an additional 20 to 30 students will be enrolled per year. As such, the high school is not expected to reach full occupancy for several years, but an 850-student enrollment was used to provide for a conservative analysis.

Proposed Prestwick Subdivision

The residential subdivision was originally planned in two phases, with Phase I including approximately 108 single-family homes. Phase II, the final phase, included an additional 164 single-family homes. However, for the purposes of this study, only Phase I of the development was included in the analyses.

Estimated Development-Generated Traffic Generation

The estimate of traffic to be generated by the proposed high school at full student occupancy, as well as Phase I of the single-family homes development was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. **Table 1** tabulates the total trips anticipated for the weekday morning, weekday early afternoon (school dismissal time), and weekday evening peak hours. The weekday evening peak hour traffic volumes for the single-family homes was used for the weekday early afternoon peak hour to provide for a conservative analysis.

Total Projected Traffic Volumes

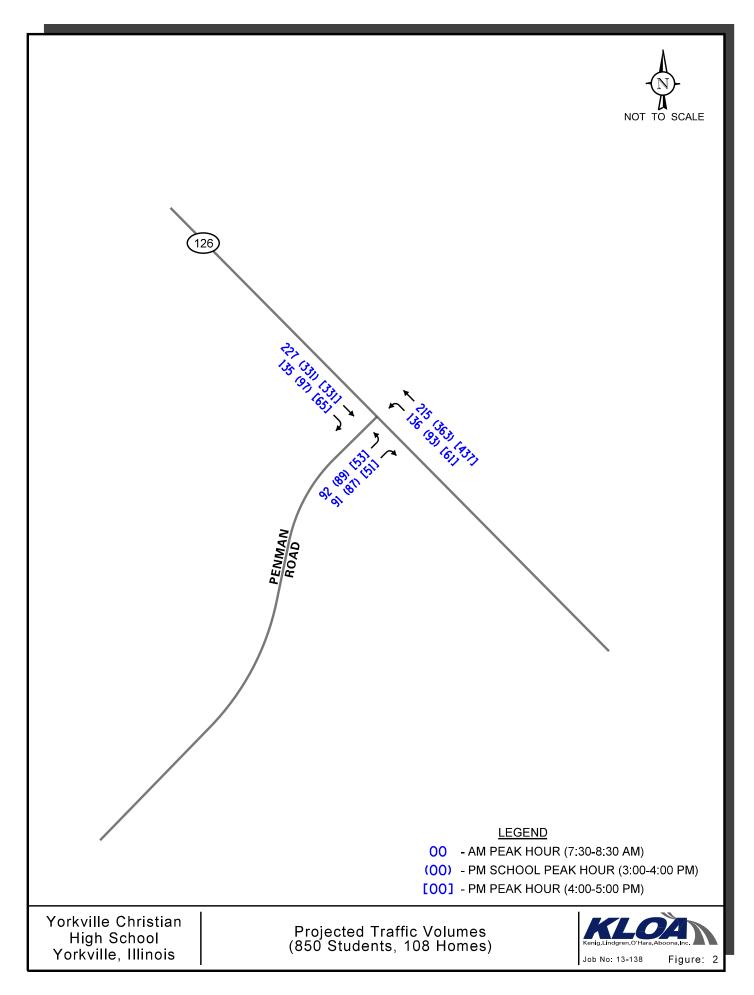
Figure 2 shows the Year 2025 peak hour traffic volumes at the intersection of IL 126 and Penman Road, which includes the following.

- The existing (Year 2013) peak hour traffic volumes (Figure 1) were increased by a regional growth factor of 24 percent (two percent per year from 2013 to Year 2025). Regional growth accounts for growth in the area not attributable to any particular planned development.
- Traffic estimated to be generated by the high school and Phase I residential development (Table 1). Traffic was assigned to this intersection using the directional distribution established in the prior study. It is important to note that some of the traffic expected to be generated by the proposed high school may come from within the surrounding residential subdivision. However, all of the high school traffic was assigned to the intersection of IL 126 and Penman Road to provide for a conservative analysis.

Table 1 PROJECTED SITE-GENERATED TRAFFIC VOLUMES

ITE Land Use		Weekday Weekday Morning Afternoon Peak Peak Hour Hour ¹ (School Dismissal)		Weekday Evening Peak Hour						
Code	Type/Size	In	Out	Total	In	Out	Total	In	Out	Total
530	High School – 850 Students	249	117	366	116	131	247	52	59	111
210	Phase I – (108 units)	<u>21</u>	<u>64</u>	<u>85</u>	<u>71</u>	<u>42</u>	<u>113</u>	<u>71</u>	<u>42</u>	<u>113</u>
	Total:	270	181	451	187	173	360	123	101	224

¹Evening peak hour traffic for single family homes was used to provide a conservative analysis.



Traffic Capacity Analysis

Capacity analyses were performed to determine the ability of the existing roadway system to accommodate existing and future traffic demands. Analyses were performed for the weekday morning, weekday early afternoon, and weekday evening peak hours for the existing (Year 2013) and projected (Year 2025) conditions.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 2010 and using Synchro/SimTraffic analysis software. The analyses for unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics. The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection.

With respect to the capacity analyses, it is important to note the following.

- The prior traffic study recommended that the intersection of IL 126 and Penman Road be improved to include an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as provide a separate northbound left-turn lane and a northbound right-turn lane on Penman Road. The northbound approach of Penman Road will remain under stop sign control. The capacity analyses for projected conditions include these improvements.
- The capacity analyses were further calibrated to adjust for the surge of traffic during a 15- to 30-minute time period typically generated by a school during peak arrival and dismissal times.

A summary of the traffic analysis results showing the LOS and delay for both existing and future conditions are presented in **Table 2**. A summary of the queue analyses is shown in **Table 3**.

Table 2 CAPACITY ANALYSES RESULTS – IL 126 AND PENMAN ROAD

	Weekday Morning Peak Hour		Afte	ekday rnoon Hour	Weekday Evening Peak Hour	
Intersection	LOS	Delay	LOS	Delay	LOS	Delay
Existing Conditions						
Northbound Approach	В	10.4	В	13.9	В	12.7
Projected Conditions ¹						
Westbound Left Turn (IL 126)	A	8.7	A	9.0	A	8.5
Northbound Approach (Penman)	C	18.1	D	27.7	C	17.8

LOS = Level of Service

Delay is measured in seconds.

Table 3
95TH PERCENTILE QUEUE ANALYSIS – IL 126 AND PENMAN ROAD

	Weekday Morning Peak Hour	Weekday Afternoon Peak Hour	Weekday Evening Peak Hour Queue (ft)	
Intersection	Queue (ft)	Queue (ft)		
Existing Conditions				
Northbound Approach	25	25	25	
Projected Conditions ¹				
Westbound Left Turn (IL 126)	25	25	25	
Northbound Left Turn (Penman)	50	78	28	
Northbound Right Turn (Penman)	25	25	25	

LOS = Level of Service

Delay is measured in seconds.

¹Includes eastbound right-turn lane and westbound left-turn lane on IL 126; separate northbound left-turn lane and right-turn lane on Penman Road.

¹Includes eastbound right-turn lane and westbound left-turn lane on IL 126; separate northbound left-turn lane and right-turn lane on Penman Road.

Given the results of the capacity analyses shown in Table 2 and assuming the roadway improvements that include an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as provide a separate northbound left-turn lane and a northbound right-turn lane on Penman Road, the intersection of IL 126 and Penman Road will operate at acceptable levels of service under the analyzed projected conditions (850 student enrollment; 108 single-family homes). Further, the queue analysis shown in Table 3 shows that the peak outbound queue on Penman Road will be less than 80 feet (four cars) during the school peak dismissal time and one or two cars during other peak hour periods.

Based on the uncertainty of Phase II of the residential development with respect to when construction would begin and whether the proposed land use type and density would change (164 additional single-family homes were planned under this phase in Year 2013), Phase II was not included in the analyses as part of this traffic addendum. It is our understanding from direction received from the City of Yorkville that a separate addendum with additional analysis that includes Phase II and the originally proposed connection to Ashley Road should be prepared once Phase II construction is planned to begin.

Conclusion

An access connection to Ashley Road is not needed to accommodate the traffic estimated to be generated by the proposed high school at maximum student occupancy (850 students) in addition to the complete buildout of the 108 single-family homes based on the following.

- The intersection of IL 126 and Penman Road will accommodate the traffic from the proposed school and residential development as long as the recommended improvements of providing an eastbound right-turn lane and a westbound left-turn lane on IL 126, as well as providing a separate northbound left-turn lane and a northbound right-turn lane are provided on Penman Road.
- The capacity analyses show that the turning movements will operate at acceptable levels of service and delay for the weekday morning, weekday afternoon (which captures the school dismissal time), and the weekday evening peak hours.
- The capacity analyses were further adjusted to account for the surge of traffic during a 15-to 30-minute time period typically generated by a school during peak arrival and dismissal times. This surge adjustment was also applied to the evening peak hour analysis when the school is not typically generating traffic, thereby further providing a conservative analysis.
- The queue analyses show that the outbound queue on Penman Road will be less than 75 feet (three cars) during the school peak dismissal time and one car or less during other peak hour periods.
- Providing a westbound left-turn lane and an eastbound right-turn lane on IL 126 will effectively remove the traffic desiring to turn onto Penman Road without impeding the through traffic along IL 126.

- The projected traffic volumes include a regional growth factor of 24 percent (2 percent per year from Year 2013 to Year 2025), in addition to the traffic estimated to be generated by the proposed school and residential developments.
- The projected Year 2025 traffic volumes are conservative since they consider the school at maximum student occupancy (850 students) and the complete buildout of the 108 single-family homes. Based on information provided by the school, maximum occupancy is not planned for several years beyond Year 2025.
- Phase II of the originally proposed residential development was not included in the analyses
 as part of this traffic addendum. It is our understanding from direction received from the
 City of Yorkville that a separate addendum with additional analysis that includes Phase II
 and the originally proposed connection to Ashley Road should be prepared once Phase II
 construction is planned to begin.