



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 23, 2019 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

Carlo Colosimo
Ken Koch

WARD II

Jackie Milschewski
Arden Joe Plocher

WARD III

Chris Funkhouser
Joel Frieders

WARD IV

Seaver Tarulis
Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Eagle Scout Presentations
2. Certificate of Recognition – Carol LaChance

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. PW 2019-23 Water Department Reports for January, February, and March 2019
2. PW 2019-26 East Orange Street Water Main Improvements – Professional Services Agreement – Construction Engineering – *authorize the Mayor and City Clerk to execute*
3. PW 2019-30 Ordinance Amending the Code of Ordinances Regulating On-Street Parking – *authorize the Mayor and City Clerk to execute*

Minutes for Approval:

1. Minutes of the Regular City Council – March 26, 2019
2. Minutes of the Regular City Council – April 9, 2019

Bills for Payment (Informational): \$1,044,697.71

Mayor's Report:

1. CC 2019-22 Resolution Approving a Reciprocal Agreement for the Exchange of Information Obtained Pursuant to the Simplified Municipal Telecommunications Tax Act with the Illinois Department of Revenue

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2019-12 and EDC 2019-37 8225 Galena Road – 1.5 Mile Review
2. PZC 2019-13 and EDC 2019-34 Ordinance Approving the Final Plat of Resubdivision of Lots 202, 232, 239, 251, 287, 290, 3033, and 3034 of Grande Reserve – Unit 23

City Council Report:

1. ADM 2018-88 Sale of 111 W. Madison Street (Old Jail)
2. PZC 2019-06 and EDC 2019-15 Ordinance Approving an Economic Incentive Agreement Between the United City of Yorkville and CalAtlantic Group, Inc. (Raintree Village Subdivision)

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: May 15, 2019 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Milschewski	Finance	Library
Vice-Chairman: Alderman Plocher	Administration	
Committee: Alderman Funkhouser		
Committee: Alderman Peterson		

ECONOMIC DEVELOPMENT: May 7, 2019 – 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 Peterson		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC SAFETY: July 3, 2019 – 6:30 p.m. – City Hall Conference Room

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Colosimo	Police	School District
Vice-Chairman:	Alderman Tarulis		
Committee:	Alderman Plocher		
Committee:	Alderman Funkhouser		

PUBLIC WORKS: May 21, 2019 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Frieders	Public Works	Park Board
Vice-Chairman:	Alderman Koch	Engineering	YBSD
Committee:	Alderman Milschewski	Parks and Recreation	
Committee:	Alderman Tarulis		

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, April 23, 2019
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Eagle Scout Presentations

2. Certificate of Recognition – Carol LaChance

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. PW 2019-23 Water Department Reports for January, February, and March 2019

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. PW 2019-26 East Orange Street Water Main Improvements – Professional Services Agreement - Construction Engineering

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. PW 2019-30 Ordinance Amending the Code of Ordinances Regulating On-Street Parking

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MINUTES FOR APPROVAL:

1. Minutes of the Regular City Council – March 26, 2019

☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. Minutes of the Regular City Council – April 9, 2019

☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

BILLS FOR PAYMENT:

1. Bills for Payment (Informational)

☐ Notes _____

MAYOR'S REPORT:

1. CC 2019-22 Resolution Approving a Reciprocal Agreement for the Exchange of Information Obtained Pursuant to the Simplified Municipal Telecommunications Tax Act with the Illinois Department of Revenue

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2019-12 and EDC 2019-37 8225 Galena Road – 1.5 Mile Review

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

-
2. PZC 2019-13 and EDC 2019-34 Ordinance Approving the Final Plat of Resubdivision of Lots 202, 232, 239, 251, 287, 290, 3033, and 3034 of Grande Reserve – Unit 23

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

CITY COUNCIL REPORT:

1. ADM 2018-88 Sale of 111 W. Madison Street (Old Jail)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. PZC 2019-06 and EDC 2019-15 Ordinance Approving an Economic Incentive Agreement Between the
United City of Yorkville and CalAtlantic Group, Inc. (Raintree Village Subdivision)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Consent Agenda #1

Tracking Number

PW 2019-23

Agenda Item Summary Memo

Title: Water Department Reports for January, February and March 2019

Meeting and Date: City Council – April 23, 2019

Synopsis: Monthly water reports.

Council Action Previously Taken:

Date of Action: PW 04-16-19 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2019-23

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



United City of Yorkville

WATER DEPARTMENT REPORT

JANUARY 2019
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3				Abandoned
4	1386	664	384	16,339,000
7	1527	1125	563	6,811,700
8	1375	840	490	18,644,000
9	1353	867	522	2,582,000
TOTAL TREATED				41,158,000

CURRENT MONTH'S PUMPAGE IS 1,317,000 GALLONS **LESS THAN LAST MONTH**

4,604,000 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,431,500 GALLONS

DAILY MAXIMUM PUMPED: 2,280,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 69.88 GALLONS

WATER TREATMENT:

CHLORINE: 1,055 LBS. FED

CALCULATED CONCENTRATION: 3.07 MG/L

FLUORIDE 31 LBS. FED

CALCULATED CONCENTRATION: 0.05 MG/L

POLYPHOSPHATE: 1,097 LBS. FED

CALCULATED CONCENTRATION: 1.12 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: SAMPLES TAKEN

CONCENTRATION: MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 13

NUMBER OF LEAKS OR BREAKS REPAIRED:

MXU'S: 19

BATTERIES REPLACED: 32

NEW CUSTOMERS:

RESIDENTIAL: 13

COMMERCIAL:

INDUSTRIAL/GOVERNMENTAL:

COMMENTS:

Main break at 104 W. Countryside Parkway (Congregational Church). 12" cast iron main. Fixed on the coldest day of the year. Estimated loss 50,000 gallons



United City of Yorkville

WATER DEPARTMENT REPORT

FEBRUARY 2019
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3				Abandoned
4	1386	664	384	14,985,000
7	1527	1125	563	6,938,500
8	1375	840	490	19,145,000
9	1353	867	522	1,311,000
TOTAL TREATED				36,650,000

CURRENT MONTH'S PUMPAGE IS 1,997,000 GALLONS **LESS THAN LAST MONTH**

420,500 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,513,500 GALLONS

DAILY MAXIMUM PUMPED: 2,483,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 62.22 GALLONS

WATER TREATMENT:

CHLORINE: 1,217 LBS. FED

CALCULATED CONCENTRATION: 3.98 MG/L

FLUORIDE 25 LBS. FED

CALCULATED CONCENTRATION: 0.04 MG/L

POLYPHOSPHATE: 1,087 LBS. FED

CALCULATED CONCENTRATION: 1.42 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: SAMPLES TAKEN

CONCENTRATION: MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 5
MXU'S: 1

NUMBER OF LEAKS OR BREAKS REPAIRED:
BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 10 COMMERCIAL: - INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

MARCH 2019
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	18,826,000
7	1527	1125	430	7,123,000
8	1384	840	456	21,201,000
9	1368	861	509	579,000
TOTAL TREATED				44,235,500

CURRENT MONTH'S PUMPAGE IS 5,349,500 GALLONS more **THAN LAST MONTH**
2,275,000 GALLONS more **THAN LAST YEAR**
DAILY AVERAGE PUMPED: 1,704,600 GALLONS
DAILY MAXIMUM PUMPED: 1,984,000 GALLONS
DAILY AVERAGE PER CAPITA USE: 75.10 GALLONS

WATER TREATMENT:

CHLORINE: 1,435 LBS. FED CALCULATED CONCENTRATION: 3.9 MG/L
FLUORIDE: 0 LBS. FED CALCULATED CONCENTRATION: .0 MG/L
POLYPHOSPHATE: 1,295 LBS. FED CALCULATED CONCENTRATION: 1.23 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: SAMPLE(S) TAKEN CONCENTRATION: MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 10 NUMBER OF LEAKS OR BREAKS REPAIRED:
MXU'S: 25 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 18 COMMERCIAL: - INDUSTRIAL/GOVERNMENTAL:

COMMENTS:

3/30 - Main break at Colton and E. Main. 8" cast iron main Est. loss 60,000 gal.
3/30 - Main break at Sunset and Pleasure. 8" cast iron main. Est. loss - 120,000 gal.



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

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2019-26

Agenda Item Summary Memo

Title: East Orange Street Water Main – Construction Engineering Agreement

Meeting and Date: City Council – April 23, 2019

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: PW 04-16-19 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2019-26

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: April 11, 2019
Subject: East Orange Street Water Main – construction engineering

Summary

Approval of a construction engineering agreement with EEI for construction engineering related to the East Orange Street Water Main infrastructure project.

Background

This item was discussed by the City Council in January 2018. At that time, the City Council approved a design engineering contract with EEI for the East Orange Water Main project. This project is part of our 2019 Road to Better Roads program. Design engineering has wrapped up and the project is due to begin in the 2019 construction season. Accordingly, EEI has submitted an engineering agreement for our consideration for construction engineering.

The attached contract contains a \$45,000 estimate for construction engineering, to be paid at hourly rates listed in the agreement. These amounts are included in the FY 20 budget. Construction is expected to occur in June and July 2019.

Recommendation

Staff recommends approval of the engineering agreement with EEI for construction engineering related to the East Orange Street Water Main infrastructure project.

**East Orange Street Water Main 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 exhibits. Construction engineering will be provided for approximately 1,650 linear feet of 8-inch water main improvements on East Orange Street (see Exhibit 5 for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency 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 Exhibit 3. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$45,000. The hourly rates for this project are shown in the attached 2019 Standard Schedule of Charges (Exhibit 6). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

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.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

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

*East Orange Street Water Main Improvements
United City of Yorkville
Professional Services Agreement
Construction Engineering*

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 exhibits is as follows:

- Exhibit 1:** Professional Engineering Services
- Exhibit 2:** Limitation of Authority, Duties and Responsibilities of the Resident Construction Observer
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** Location Map
- Exhibit 6:** 2019 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 _____, 2019.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk

Angie Smith
Executive Assistant

EXHIBIT 1

~~SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES~~

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. ~~The ENGINEER shall furnish professional design engineering services as follows:~~

- ~~1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.~~
- ~~2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.~~
- ~~3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.~~
- ~~4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.~~

5. ~~The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.~~
6. ~~The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.~~
7. ~~The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.~~
8. ~~The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.~~

- ~~9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: "Anticipated Project Schedule — East Orange Street Water Main Improvements" dated March 14, 2019.~~

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.

5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.

7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
 - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
 - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what

purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2019.

The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule – East Orange Street Water Main Replacement" dated March 14, 2019.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. Pursuant to Paragraph D "Changes in Rates of Compensation", the contract shall be designated on-going consistent with the project schedule.

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

~~1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of \$XX,XXX (FF) as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for East Orange Street Water Main Improvements” dated March 14, 2019.~~

~~(a) The compensation for the professional design engineering services shall be payable as follows:~~

~~(1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.~~

~~(2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.~~

2. The OWNER shall compensate the ENGINEER for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services on the basis of Hourly Rates (HR) as described on the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2019. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for East Orange Street Water Main Improvements” dated April 5, 2019 and are estimated at \$45,000 Hourly (HR).

- (a) The compensation for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
- 3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
- 4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.
11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period,

the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION E - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.

- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
 - (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
 - (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
 - (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
 - 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
 - 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

~~6. Access to Records:~~

- ~~(a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.~~
- (b) ~~The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.~~
- ~~(c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.~~

(d) ~~The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.~~

(e) ~~Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.~~

7. ~~Covenant Against Contingent Fees—The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.~~

8. ~~Covenant Against Contingent Fees—The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.~~

9. ~~Certification Regarding Debarment~~ The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
10. ~~Affirmative Action~~ The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT 2

THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the contractor's work, shall communicate only with the ENGINEER and the contractor (or contractor's), and shall communicate with subcontractors only through the contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
2. The Resident Construction Observer shall review and inspect on-site construction activities of the contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Construction Observer's duties is any review of the contractor's safety precautions, or the means, methods, sequences, or procedures required for the contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
 - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.

- (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- (c) Liaison:
 - (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
 - (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
 - (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.
- (d) Shop Drawings and Samples:
 - (2) Receive and record date of receipt of Shop Drawings and samples.
 - (3) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
 - (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:

- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
 - (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
 - (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

(h) Records:

- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
- (4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.

(i) Reports:

- (1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
- (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.

- (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (l) Completion:
 - (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
 - (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
 - (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



EXHIBIT 3
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
EAST ORANGE STREET WATER MAIN IMPROVEMENTS
United City of Yorkville, IL
April 5, 2019

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER I	TECHNICIAN	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$208	\$197	\$153	\$106	\$197	\$178	\$153	\$153	\$141	\$70		
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		4	28	11	11	-	-	-	-	-	-	54	\$ 9,197
3.2	Construction Layout and Record Drawings		-	1	3	-	4	-	28	-	-	-	36	\$ 5,728
3.3	Observation and Documentation		-	4	-	258	-	-	-	-	-	1	263	\$ 28,206
Construction Engineering Subtotal:			4	33	14	269	4	-	28	-	-	1	353	\$ 43,131
PROJECT TOTAL:			4	33	14	269	4	-	28	-	-	1	353	43,131

DIRECT EXPENSES	
Printing =	\$ -
Mileage =	\$ 1,820
Material Testing =	\$ -
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 1,820

LABOR SUMMARY	
Engineering Expenses =	\$ 37,989
Surveying Expenses =	\$ 5,072
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 70
TOTAL LABOR EXPENSES =	\$ 43,131







TOTAL EXPENSES =	\$ 44,951
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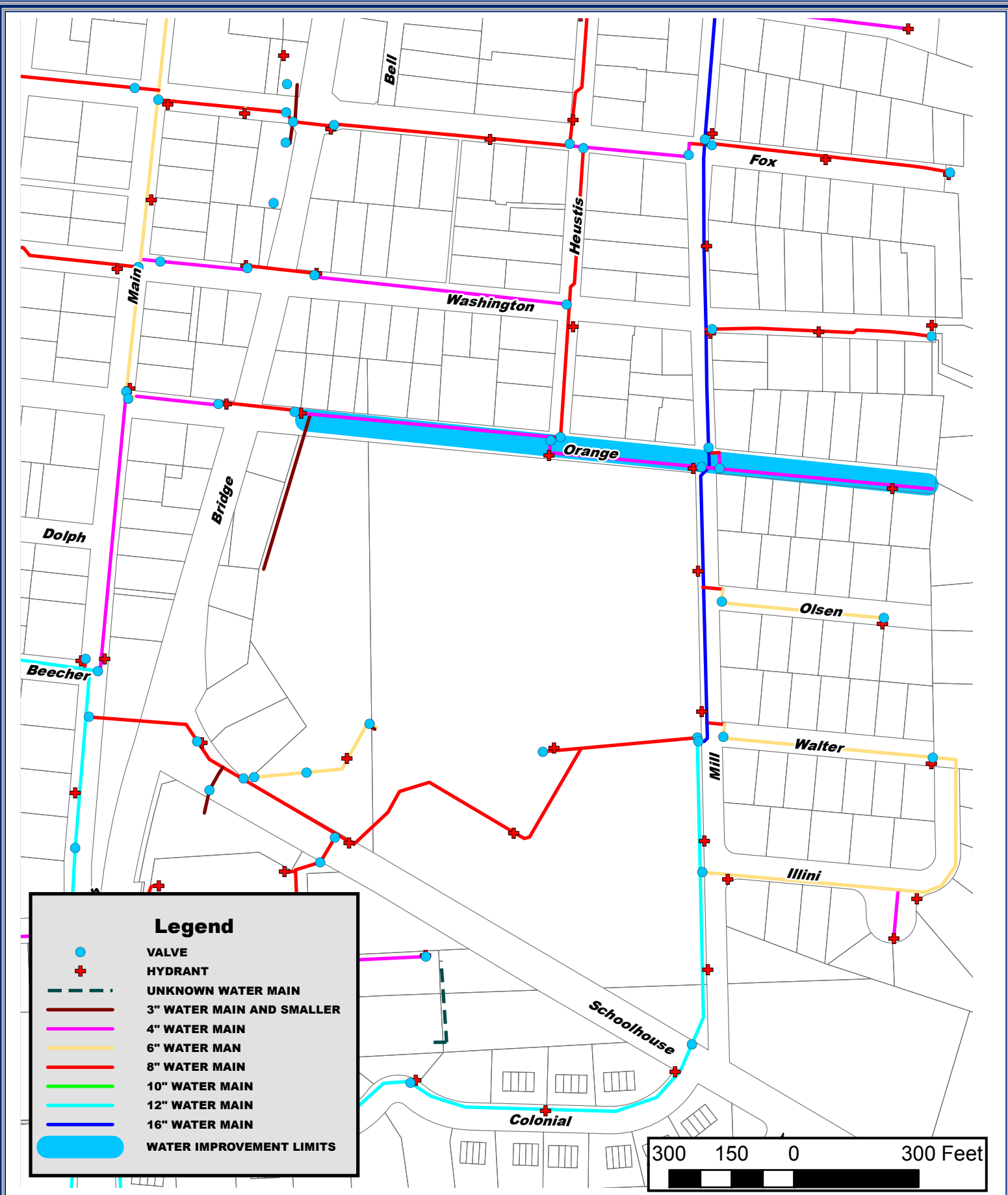


EXHIBIT 4
ANTICIPATED PROJECT SCHEDULE
 EAST ORANGE STREET WATER MAIN IMPROVEMENTS
 UNITED CITY OF YORKVILLE, IL
 April 5, 2019

WORK ITEM NO.	WORK ITEM	Year:	2019																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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G:\Public\Yorkville\2017\YO1751-P East Orange Water Main Replacement\PSA - Construction\04.Exhibit 4 - Schedule.xls\Schedule - May letting

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



Legend

VALVE

HYDRANT

UNKNOWN WATER MAIN

3" WATER MAIN AND SMALLER

4" WATER MAIN

6" WATER MAIN

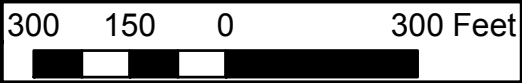
8" WATER MAIN

10" WATER MAIN

12" WATER MAIN

16" WATER MAIN

WATER IMPROVEMENT LIMITS



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

DATE:	December 2017
PROJECT NO.:	YO1751
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2016\
FILE:	YO1751_Location Map.mxd.MXD

LOCATION MAP





Standard Schedule of Charges

January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$165.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$153.00
Project Engineer/Planner/Surveyor	P-4	\$141.00
Senior Engineer/Planner/Surveyor	P-3	\$129.00
Engineer/Planner/Surveyor	P-2	\$117.00
Associate Engineer/Planner/Surveyor	P-1	\$106.00
Senior Project Technician II	T-6	\$153.00
Senior Project Technician I	T-5	\$141.00
Project Technician	T-4	\$129.00
Senior Technician	T-3	\$117.00
Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$168.00
2 Man Field Crew with Standard Survey Equipment	\$262.00
1 Man Field Crew with RTS or GPS *	\$208.00
2 Man Field Crew with RTS or GPS *	\$302.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

*RTS = Robotic Total Station / GPS = Global Positioning System



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2019-30

Agenda Item Summary Memo

Title: Fox Hill Park and Trail Crossing

Meeting and Date: City Council – April 23, 2019

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: PW 04-16-19 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2019-30

Type of Vote Required: None

Council Action Requested: Discussion

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:

Bart Olson

From: Chris Funkhouser <funkhouser.ward3@gmail.com>
Sent: Thursday, April 11, 2019 11:51 AM
To: Ward3 Frieders; Bart Olson; Eric Dhuse
Subject: Re: PW agenda updates
Attachments: FH-trailheads.pdf

This may be something that can be added to the PWC, but staff may be able to address it as well. I have had two residents bring up a concern over the trail crossing on John street adjacent to the park at Fox Hill. The issue is people parking in the space where the trail crossing existing. I included a map of the location as well as a set of options to remedy the problem.

Options for solution:

- Add striped crosswalk
- Stripe the no parking area
- Add "No parking between signs" sign

Chris Funkhouser

Alderman - Ward 3

The United City of Yorkville

[Funkhouser.ward3@gmail.com](mailto:funkhouser.ward3@gmail.com)

p. 630-708-6605

On Thu, Apr 11, 2019 at 10:12 AM Joel Frieders <joelfrieders.ward3@gmail.com> wrote:
anything else you want to add to this month's PW?

this is also on there:

Minutes for Correction/Approval: March 19, 2019

New Business:

1. PW 2019-22 Snow Operations Report – Year End Report
2. PW 2019-23 Water Department Reports for January, February and March 2019
3. PW 2019-24 Capital Projects Quarterly Report
4. PW 2019-25 Letter of Credit and Bond Reduction Quarterly Report
5. PW 2019-26 East Orange Street Water Main Improvements – Construction Engineering Agreement
6. PW 2019-27 Crosswalk at Route 47 and Main Street

Old Business:

Additional Business:

----- Forwarded message -----

From: **Bart Olson** <BOlson@yorkville.il.us>

Date: Thu, Apr 11, 2019 at 10:06 AM

Subject: PW agenda updates

To: Jori Behland <jBehland@yorkville.il.us>, Lisa Pickering <LPickering@yorkville.il.us>

Cc: Eric Dhuse <edhuse@yorkville.il.us>, Brad Sanderson <bsanderson@eeiweb.com>, Erin Willrett <ewillrett@yorkville.il.us>, Ward3 Frieders <joelfrieders.ward3@gmail.com>

Please add "Plow Trucks – Status" to new business. Eric, I'll need you to put together a memo of status of each truck as you have in previous months (age, mileage, current repair status, etc.). If that can be done yet this morning, great – if not we can send out a supplemental memo or present the information at the meeting.

Please add "Water Dept Superintendent/Foreman – personnel recruitment/update". Erin, please provide the approved salary ranges for exempt positions which should have both the Supt and Foreman positions in it (If not, please add it). Please also provide the number of applications received for each of the previous Foreman and Supt recruitments. I will have a further verbal update at the meeting.

Please add "East alley parking lot – Update". Jori, please do a tracking document for this agenda item. I will have a verbal update at the meeting.

Bart Olson, ICMA-CM

City Administrator

United City of Yorkville

630-553-8537 direct

630-553-4350 City Hall

630-308-0582 cell

bolson@yorkville.il.us

City of Yorkville 2.0: [Facebook](#), [Twitter](#), and [YouTube](#)

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Joel Frieders

Alderman, Third Ward

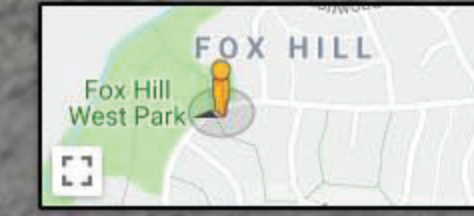


AREA OF CONCERN



NO
PARKING
BETWEEN
SIGNS

NO
PARKING
BETWEEN
SIGNS



AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS REGULATING ON-STREET PARKING

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

Section 1. Title 6, Chapter 2, Section 6-2-2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:

JOHN STREET

A “no parking” zone shall be created in the length of twenty feet on each side of the trail crossing located on John Street nearest the western-most baseball field.

Section 2. If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

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 _____, 2019.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2019.

MAYOR



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

Agenda Item Number

Minutes #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – March 26, 2019

Meeting and Date: City Council – April 23, 2019

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Lisa Pickering Administration
Name Department

Agenda Item Notes:

**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 26, 2019**

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	Absent
	Koch	Absent
Ward II	Milschewski	Present
	Plocher	Present
Ward III	Funkhouser	Present
	Frieders	Present
Ward IV	Tarulis	Present
	Peterson	Absent

Also present: Deputy City Clerk Pickering, Attorney Orr, City Administrator Olson, Chief of Police Hart, Deputy Chief of Police Mikolasek, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Parks and Recreation Director Evans, Assistant City Administrator Willrett, Building Code Official Ratos, Facilities Manager Raasch, Purchasing Manager Parker, and EEI Engineer Morrison.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Swearing-in of Sergeant – Mitchell G. Carlyle

Mayor Golinski, along with Fire and Police Commission Chairman Robert Johnson and Chief of Police Richard Hart, swore in Mitchell G. Carlyle as a Sergeant for the police department.

Swearing-in of Deputy Chief – Behr Pfizenmaier

Mayor Golinski, along with Fire and Police Commission Chairman Robert Johnson and Chief of Police Richard Hart, swore in Behr Pfizenmaier as Deputy Chief of Police for the police department.

RFP Opening for 111 W. Madison Street (Old Jail)

City Administrator Olson opened the two requests for proposals that were received for 111 W. Madison Street (Old Jail). The first proposal opened was submitted by Peter McKnight and Cary Coles. The second proposal opened was submitted by the Imperfect Angels Organization. Administrator Olson briefly summarized the two proposals for the City Council. Copies were then made and distributed to the City Council members (*see attached*).

PUBLIC HEARINGS

1. Third Amendment to the Annexation Agreement (O’Keefe Subdivision) dated September 26, 2006, amended June 10, 2008 and May 1, 2012 by and between Raging Waves, LLC, Series A, and the United City of Yorkville, Kendall County, Illinois.
2. Amendment to that certain Annexation Agreement (Windmill Farms) dated May 27, 2008, by and among Jake Land Group, LLC (“*Original Owner*”), and the United City of Yorkville, Kendall County, Illinois, for the purpose of amending the Windmill Farms Annexation Agreement related to the zoning of certain parcels into the B-3 General Business District and the A-1 Agricultural District. The purpose of the amendment is to allow for the future rezoning to establish and operate a nursery and garden center with retail store on the proposed B-3 zoned parcels and an accessory building for the storage of equipment and landscape materials in the proposed A-1 zoned parcel. The real property is located south of Illinois Route 71, and north of Illinois Route 126.
3. Proposed Fiscal Year 2019-2020 Budget

Please see attached transcript from the court reporter regarding the public hearing portion of the meeting.

CITIZEN COMMENTS ON AGENDA ITEMS

Robyn Sutcliff, Yorkville resident, spoke about the jail. She discussed how appreciative she is with the council for accepting proposals for a future use of the old jail. She said that her goal from the very beginning was for the building to stay standing and be used. She thinks that whichever organization the council selects to use the old jail will be a great addition to Yorkville.

Todd Milliron, unincorporated Yorkville resident, spoke about the two proposals to use the old jail. He asked the council to do their due diligence and give these proposals fair consideration. He hopes the council will select one of the proposals and allow the organization to make their vision come into being. He wants an organization to be given a chance to thrive and grow in Yorkville.

Johanna Byram, Yorkville resident and member of the Yorkville Historic Preservation Society, thanked the city council for letting interested parties submit their proposals for a future use for this historical building.

Irene Kaufman, Yorkville resident, spoke about saving the old jail. She said she was upset when she read an article last year that the jail was going to be demolished. She talked about the history of the old Joliet prison and how the City of Joliet and the historical society partnered to raise money to restore the prison. Now the prison is a tourist attraction, and movies and TV shows have been filmed there. She thinks the old jail should be saved and not destroyed.

Lisa Wolancevich, representing the Yorkville Historic Preservation Society, said the preservation society was very happy there are entities that want to preserve the building. She thanked the city council for creating the RFP and being willing to look at the vision that others have for this building. She mentioned that the Joliet Historical Society would like to speak to the council about the economic impact and tourism in Joliet since they reopened their prison. She thanked the organizations who submitted RFPs and also offered the help of the preservation society to the new owner.

CONSENT AGENDA

1. Fox Highlands – Raintree Village Water Main Interconnect – Change Order No. 1 – *authorize the Mayor to execute* (PW 2019-14)
2. Church Street Sanitary Sewer Improvements – Professional Services Agreement – Design and Construction Engineering Agreement – *authorize the Mayor and City Clerk to execute* (PW 2019-15)
3. Road to Better Roads Program – Contract Award – *accept bid and award to D Construction, Co. in an amount not to exceed \$624,997.07* (PW 2019-16)
4. Fox Hill Unit 7 – Plat of Easement Abrogation – *authorize the Mayor and City Clerk to execute* (PW 2019-17)
5. Hanging Baskets – *authorize staff to purchase hanging baskets and brackets for the downtown area* (PW 2019-19)
6. Monthly Treasurer's Report for February 2019 (ADM 2019-11)
7. Water, Sewer, and Road Infrastructure Fee Renewal (ADM 2019-15)
 - a. **Ordinance 2019-16** Amending the Infrastructure Maintenance Fee for Water and Sanitary Sewer Service – *authorize the Mayor and City Clerk to execute*
 - b. **Ordinance 2019-17** Amending the Termination Date of the Motor Vehicle Tax – *authorize the Mayor and City Clerk to execute*
8. EEI Hourly Rates for FY 2020 – *approve Engineering Enterprise, Inc. Hourly Rates as specified in the 2019 Standard Schedule of Charges, effective as of May 1, 2019* (ADM 2019-17)

Mayor Golinski entertained a motion to approve the consent agenda as presented. So moved by Alderman Milschewski; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-5 Nays-0
Milschewski-aye, Funkhouser-aye, Tarulis-aye,
Plocher-aye, Frieders-aye

MINUTES FOR APPROVAL

None.

BILLS FOR PAYMENT (Informational): \$1,908,704.07

REPORTS

MAYOR’S REPORT

**Proclamation for Poppy Days
(CC 2019-14)**

Mayor Golinski proclaimed May 6-12, 2019 as Poppy Awareness Days in the United City of Yorkville
(see attached).

**Proclamation for Rain Barrel Month
(CC 2019-15)**

Mayor Golinski proclaimed May 2019 as Rain Barrel Month in the United City of Yorkville (see
attached).

Resolution 2019-12

**Approving Settlement Agreement Relating to the Completion of
Public Improvements for the Blackberry Woods Subdivision
(CC 2019-16)**

Mayor Golinski entertained a motion to approve a Resolution Approving a Settlement Agreement
Relating to the Completion of Public Improvements for the Blackberry Woods Subdivision and authorize
the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman
Funkhouser.

Motion approved by a roll call vote. Ayes-5 Nays-0
Milschewski-aye, Funkhouser-aye, Tarulis-aye,
Plocher-aye, Frieders-aye

Ordinance 2019-18

**Abating Special Service Area Taxes for Special Service Area
Number 2003-101 (Windett Ridge Project)
(CC 2019-17)**

Mayor Golinski entertained a motion to approve an Ordinance Abating Special Service Area Taxes for
Special Service Area Number 2003-101 (Windett Ridge Project) and authorize the Mayor and City Clerk
to execute. So moved by Alderman Tarulis; seconded by Alderman Funkhouser.

Mayor Golinski asked City Administrator Olson how much the taxpayers in Windett Ridge would save in
taxes. Administrator Olson said the initial annual savings would be approximately \$315.00 and the
amount saved annually will increase over time.

Motion approved by a roll call vote. Ayes-5 Nays-0
Milschewski-aye, Funkhouser-aye, Tarulis-aye,
Plocher-aye, Frieders-aye

PUBLIC WORKS COMMITTEE REPORT

Resolution 2019-13

**in Support of the “Wyland Mayor’s Challenge for Water Conservation”
(PW 2019-18)**

Alderman Frieders made a motion to approve Resolution in Support of the “Wyland Mayor’s Challenge
for Water Conservation” and authorize the Mayor and City Clerk to execute; seconded by Alderman
Funkhouser.

Motion approved by a roll call vote. Ayes-5 Nays-0
Funkhouser-aye, Tarulis-aye, Plocher-aye
Frieders-aye Milschewski-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

**Insurance Renewals for FY 2020
(ADM 2019-16)**

Alderman Milschewski made a motion to approve a contract for the renewal of existing HMO and PPO
plans with Blue Cross Blue Shield; to approve a contract for the renewal of the Blue Cross Blue Shield
dental plan; to approve employee HRA card amounts in the same amount as FY 2019 and to authorize

non-union employee contribution percentages in the amount 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 Frieders.

Motion approved by a roll call vote. Ayes-5 Nays-0
Tarulis-aye, Plocher-aye, Frieders-aye,
Milschewski-aye, Funkhouser-aye

Sale of 111 W. Madison Street (Old Jail)
(CC 2018-88)

Alderman Milschewski said the next item to be discussed is the Old Jail. Mayor Golinski commented that since the proposals had just been opened at the beginning of the meeting, no one had a chance to really look at the proposals. Alderman Frieders asked if they could have a short discussion on the proposals that were just received and then bring this back in two weeks. City Administrator Olson was asked if he were to receive more proposals if he would open them. Administrator Olson said that if more proposals were received, they would be opened and distributed to the City Council. Yorkville resident Robyn Sutcliff mentioned to the council that Peter McKnight was present and could answer questions on the proposal he had submitted. Mayor Golinski asked Mr. McKnight if he would like to speak. Mr. McKnight spoke about the proposal he had submitted. Alderman Frieders briefly commented on the two proposals. He mentioned that Mr. McKnight's proposal is a for-profit enterprise; while the other proposal received appears to be a non-profit enterprise. He said that he understands that everyone is making projections at this point; however, he does not want the city to expend taxpayer funds.

Alderman Milschewski mentioned that while this property is located in a TIF district that currently does not have any extra funds, the hope would be that in the future there would be funds available as businesses open and operate in the TIF district. Attorney Orr commented that if the property is put into a for-profit commercial use, the property would generate real estate taxes. Since the city owned the building when the TIF was established and is not using the property for a commercial use, if the property switches to a for-profit commercial use under a new owner, most likely 100% of the real estate taxes generated would be incremental taxes. Attorney Orr said that typically all TIF projects are initially unfunded as you take a project that is not producing any taxes and you put it into a profitable commercial use and then proceed to use the taxes generated to reimburse the cost of the improvements. She said that you cannot determine what the TIF contribution will be until you know the use and you know how the property will be assessed. Additionally, it takes time to see incremental increases in property taxes. As an example, Attorney Orr said that if the city has a piece of property that is sold to a for-profit enterprise, the project has to be constructed or improved and then it has to be re-assessed. It's important to keep in mind that even if project improvements occurred tomorrow, there would not be any tax increment generated for three years. It takes one year to build or improve, another year to be assessed and then it must be remembered that assessments are always a year behind. Administrator Olson mentioned that the Old Jail property is located within the Downtown TIF #2, which was created within the past year. He said there are twenty-three full years for potential incremental taxes to be generated.

Mayor Golinski said that staff will analyze the proposals that were submitted, and this will be brought back in two weeks for more discussion.

PARK BOARD

Facility Plan RFQ
(CC 2019-18)

Mayor Golinski entertained a motion to authorize staff to issue a request for qualifications for development of plans for a new community recreational center. So moved by Alderman Frieders; seconded by Alderman Plocher.

Mayor Golinski asked Director of Parks and Recreation Evans to give the council more information. Director Evans discussed that the first step is to have an architect look to see what the options are and what will the cost be. Once the cost is determined the Park Board and City Council can determine if there are any funds available or if the city could apply for a facilities grant if one becomes available again. Alderman Funkhouser asked City Administrator Olson what the status is on the city-wide municipal facilities plan RFP. Administrator Olson said that four finalists were interviewed out of the seven proposals that were submitted. Staff has met to review some follow up questions and answers from the proposers. The next step is to bring recommendations for selection to a committee meeting. Alderman Funkhouser would like to stay with the city-wide plan so that the council could look at and consider all city facilities and facility needs at the same time.

Motion failed by a roll call vote. Ayes-3 Nays-2
Plocher-aye, Frieders-aye, Milschewski-aye
Funkhouser-nay, Tarulis-nay

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK’S REPORT

No report.

COMMUNITY & LIAISON REPORT

**National Suicide Prevention and Action Month
Proclamation Project**

Alderman Frieders reported that he and his children traveled to Cicero that morning to accept a National Suicide Prevention and Action Month Proclamation. The proclamation was read in front of 75-80 police officers. The National Suicide Prevention and Action Month Proclamation project currently has fifty-six communities, five counties, and 20 states that have agreed to issue proclamations.

STAFF REPORT

No report.

MAYOR’S REPORT (Cont’d)

**Proposed Fiscal Year 2019-2020 Budget Discussion
(CC 2019-19)**

Mayor Golinski asked if any council members wished to discuss the budget at this meeting. There were no comments from the City Council.

ADDITIONAL BUSINESS

None.

EXECUTIVE SESSION

None.

CITIZEN COMMENTS

None.

ADJOURNMENT

Mayor Golinski adjourned the City Council meeting at 8:32 p.m.

Minutes submitted by:

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

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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING
PUBLIC HEARINGS

800 Game Farm Road
Yorkville, Illinois

Tuesday, March 26, 2019

7:00 p.m.

PRESENT:

Mr. Gary Golinski, Mayor;

Ms. Jackie Milschewski, Alderman;

Mr. Chris Funkhouser, Alderman;

Mr. Joel Frieders, Alderman;

Mr. Joe Plocher, Alderman;

Mr. Seaver Tarulis, Alderman.

ALSO PRESENT:

Ms. Lisa Pickering, Deputy City Clerk,

Ms. Kathleen Field-Orr, City Attorney,

Mr. Bart Olson, City Administrator.

- - - - -

(WHEREUPON, the following
proceedings were had in
public hearing:)

MAYOR GOLINSKI: So we will go into
public hearing for the Third Amendment to the
Annexation Agreement (O'Keefe Subdivision) dated
September 26, 2006, amended June 10, 2008 and
May 1st, 2012, by and between Raging Waves, LLC,
Series A, and the United City of Yorkville of
Yorkville, Kendall County, Illinois.

Is there anyone from the public who
would like to comment on this annexation
amendment?

(No response.)

MAYOR GOLINSKI: Anyone from the
Council? Yes, sir.

ALDERMAN FRIEDERS: I did have a brief
conversation with the owners of Raging Waves.
Part of the conversation during the EDC meeting
was why. We did see there was a purchase of the
20 acres?

ALDERMAN FUNKHOUSER: 20.

ALDERMAN FRIEDERS: Additional 20 acres,
the immediate work to expand that parking to the

1 west, and then I saw a photo -- which I was sworn
2 to secrecy -- showing the next three phases, and
3 I'm excited to see them improve their property,
4 which will eventually make 47 even slower, which
5 is awesome, but yes, I think we have a jewel in
6 the Nile of the -- of Yorkville and I think we
7 need to continue to support them and also realize
8 that the money they are collecting -- I'd say
9 about 90 percent of those people spending money
10 are from outside the area, and the number of jobs
11 for the local high school students that work at
12 that place is incredible, so I think we need to
13 continue to support them.

14 And the next time there is a movie
15 with Parks and Rec from Yorkville and the Oswego
16 Park District, I assume everybody here is going
17 to show up there because the place is awesome.

18 They're doing a lot of good stuff
19 for Yorkville, so I'm fully behind this.

20 MAYOR GOLINSKI: Anyone else? Yes, sir.

21 ALDERMAN FUNKHOUSER: Just to make a
22 point, I don't think any of us like to add taxes
23 onto anybody's property, but this is something
24 that the developer actually came to us on an

1 extension for their own use, this goes back to
2 them, so this actually is less than what they
3 were originally allowed under the original
4 annexation agreement, but they asked for an
5 extension so that they could utilize that with
6 the planned extension -- or the planned -- or the
7 expansion of the property, which looking at the
8 renderings of what they're doing, this is going
9 to be a great enhancement to the facility.

10 They have talked about the Route 47
11 improvements that they need to deal with
12 internally to keep people moving, and the fact
13 that they've been at capacity is a great
14 testament to the facility, so this is great that
15 they're actually growing in our community.

16 MAYOR GOLINSKI: Anyone else?

17 (No response.)

18 MAYOR GOLINSKI: If nothing else, we
19 will close the public hearing on that annexation
20 amendment. Thank you, everyone. We will see you
21 in two weeks.

22 Okay. We will go into public
23 hearing for an amendment to that certain
24 annexation agreement (Windmill Farms) dated

1 May 27, 2008, by and among Jake Land Group, LLC,
2 original owner, and the United City of Yorkville,
3 Kendall County, Illinois, for the purpose of
4 amending the Windmill Farms Annexation Agreement
5 related to the zoning of certain parcels into the
6 B-3 General Business District and the A-1
7 Agricultural District.

8 The purpose of the amendment is to
9 allow for future rezoning to establish and
10 operate a nursery and garden center with retail
11 store on the proposed B-3 zoned parcels and an
12 accessory building for the storage of equipment
13 and landscape materials in the proposed A-1 zoned
14 parcel.

15 The real property is located south
16 of Illinois Route 71 and north of Illinois
17 Route 126.

18 Anyone from the public who would
19 like to comment on this annexation agreement
20 amendment?

21 (No response.)

22 MAYOR GOLINSKI: Anyone from the
23 Council?

24 (No response.)

1 MAYOR GOLINSKI: Okay. Hearing no
2 comments, we will close the public hearing on
3 that annexation agreement amendment.

4 And the last public hearing is for
5 the -- we will go into public hearing for the
6 proposed fiscal year 2019/2020 budget.

7 Anyone from the public who would
8 like to comment on proposed fiscal year 2019/2020
9 budget?

10 (No response.)

11 MAYOR GOLINSKI: Anyone from the
12 Council?

13 (No response.)

14 MAYOR GOLINSKI: Okay. We will close
15 the public hearing for the proposed fiscal year
16 2019/2020 budget and we will see you in two
17 weeks, and we need to pass it before the end of
18 April.

19 (Which were all the
20 proceedings had in the
21 public hearing portion
22 of the meeting.)

23 ---o0o---

1 STATE OF ILLINOIS)
2) SS.
3 COUNTY OF LASALLE)

4 I, Christine M. Vitosh, a Certified Shorthand
5 Reporter, do hereby certify that I transcribed
6 the proceedings had at the public hearing and that
7 the foregoing, Pages 1 through 8, inclusive, is a
8 true, correct and complete computer-generated
9 transcript of the proceedings had at the time and
10 place aforesaid.

11 I further certify that my certificate annexed
12 hereto applies to the original transcript and
13 copies thereof, signed and certified under my
14 hand only. I assume no responsibility for the
15 accuracy of any reproduced copies not made under
16 my control or direction.

17 As certification thereof, I have hereunto set
18 my hand this 9th day of April, A.D., 2019.

19
20 _____
21 Christine M. Vitosh, CSR
22 Illinois CSR No. 084-002883
23
24



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

Agenda Item Number

Minutes #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – April 9, 2019

Meeting and Date: City Council – April 23, 2019

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Beth Warren City Clerk
Name Department

Agenda Item Notes:

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, APRIL 9, 2019

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

City Clerk Warren called the roll.

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

Also present: City Clerk Warren, City Attorney Orr, City Administrator Olson, Police Chief Hart, Public Works Director Dhuse, Finance Director Fredrickson, EEI Engineer Sanderson, Community Development Director Barksdale-Noble, Building Code Official Ratos, Director of Parks and Recreation Evans, Assistant City Administrator Willrett

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Certificate for Yorkville’s Representative for the Mrs. Illinois Pageant – Jordan Weeks

Mayor Pro Tem Koch presented a certificate of recognition to Jordan Weeks.

Eagle Scout Presentations

Mayor Pro Tem Koch stated that the Eagle Scout would not be in attendance this evening.

AACVB Municipal Marketing Program 2018 Review

Mayor Pro Tem Koch stated there is an AACVB Municipal Marketing Program 2018 review. A representative from the AACVB gave the power point presentation on the AACVB marketing review. Alderman Frieders had two quick comments. He has noticed a lot more marketing on the feed. He also noticed that Law Office references have been popping up in music blogs, and that artists are beginning to make Yorkville, IL a part of their tour stop.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Johanna Byram, resident, spoke about Amos Kendall Daughter of the American Revolution. She stated that Yorkville has a big winner that won the state contest for the American History contest in the 6th grade division. Lilia Paetzold was the winner that beat out all the other 6th graders across Illinois. This year's topic was in honor of the 100 years of women's suffrage. Lilia Paetzold will be honored this month at the state convention. Her essay will go on to compete in the Midwest division. If she wins that then she will go onto the national convention. Lilia Paetzold is a student at Cross Lutheran.

CONSENT AGENDA

1. **Ordinance 2019-19** Clarifying the Requirements for Micropigmentation Services – *authorize the Mayor and City Clerk to execute* (EDC 2019-36)

Mayor Pro Tem Koch entertained a motion to approve the consent agenda as presented. So moved by Alderman Milschewski; seconded by Alderman Peterson.

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

MINUTES FOR APPROVAL

1. Minutes of the Regular City Council – March 12, 2019
Mayor Pro Tem Koch entertained a motion to approve the minutes of the regular City Council minutes of March 12, 2019, as presented. So moved by Alderman Tarulis; seconded by Alderman Milschewski.

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

BILLS FOR PAYMENT

Mayor Golinski stated that the bills were \$473,018.34.

REPORTS

MAYOR'S REPORT

**Proclamation for Motorcycle Awareness Month
(CC 2019-20)**

Mayor Pro Tem Koch read the proclamation for Motorcycle Awareness Month.

**Ordinance 2019-20 Authorizing the Twelfth Amendment to the Annual Budget for the
Fiscal Year Commencing on May 1, 2018 and Ending
on April 30, 2019
(CC 2019-21)**

Mayor Pro Tem Koch entertained a motion to approve an ordinance authorizing the twelfth amendment to the annual budget for the fiscal year commencing on May 1, 2018 and ending on April 30, 2019. So moved by Alderman Colosimo; seconded by Frieders.

Alderman Funkhouser asked that Director of Parks and Recreation Evans give a background on this ordinance. Director of Parks and Recreation Evans gave the background. Alderman Funkhouser discussed this further.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

**Ordinance 2019-21 Approving a Third Amendment to the Amended Annexation Agreement and
Planned Unit Development Agreement (O'Keefe Subdivision)
(EDC 2019-24)**

Mayor Pro Tem Koch entertained a motion to approve an ordinance approving a third amendment to the annexation agreement and planned unit development agreement (O'Keefe Subdivision) and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Funkhouser.

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

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

City Attorney Orr stated that before a motion is made there is a report on the actual amendment that will be the subject of the motion. Alderman Funkhouser stated that there were two items in reviewing needed to be brought out. He stated that the language that the Council has in front of them regarding paragraph B & D in section 3 regarding connection to the water main and annexation to YBSD are hereby deleted. That's the language that has been added. Those two are intended to be removed. City Attorney Orr said so the motion that is made and seconded as voted on will be the approval of the 1st amendment to the original annexation agreement with the added language as just read by Alderman Funkhouser. City Administrator Olson stated for those following along on a PDF packet he gave the section to follow.

1. PZC 2019-03 and EDC 2019-25 Hively Landscaping
 - a. **Ordinance 2019-22** Approving the First Amendment to the Annexation and Planned Unit Development Agreement for a Portion of the Windmill Farms Development (Hively Development)

Mayor Pro Tem Koch entertained a motion to approve an ordinance approving the first amendment to the annexation and planned unit development agreement for a portion of the Windmill Farms Development (Hively Development) and a authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Milschewski.

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

- b. **Ordinance 2019-23** Approving the Rezoning to the B-3 General Business Zoning District and the A-1 Agricultural District of the Property Located Near the Intersection of Illinois Routes 71 and 126 and Repeal of Ordinance 2008-42 as it Applies to the Property (Hively Landscaping)

Mayor Pro Tem Koch entertained a motion to approve an ordinance approving the rezoning to the B-3 general business zoning district and the A-1 agricultural district of the property located near the intersection of Illinois Routes 71 and 126 and repeal of the ordinance 2008-42 as it applies to the property (Hively Landscaping) and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Colosimo.

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

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd):

Ordinance 2019-24

Approving the 2019-2020 Fiscal Budget (CC 2019-19)

Mayor Pro Tem Koch entertained a motion to approve an ordinance approving the 2019-2020 Fiscal Budget, incorporating budget adjustments #1 through #5 and authorize the Mayor and City Clerk to execute. So moved by Alderman Milschewski; seconded by Alderman Colosimo.

Alderman Frieders state this feels temporary for it can change in a few weeks. Alderman Koch stated a vote has to be made at this City Council meeting or the next. Alderman Colosimo commented on this ordinance, and recognized the importance of finalizing the budget.

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

ADDITIONAL BUSINESS

National Suicide Prevention And Action Month Proclamation

Alderman Frieders gave a quick update on the National Suicide Prevention and Action Month Proclamation stating he is up to 58 cities and 5 counties in 20 different states. He stated that he has sent out 477 emails many have been bounced back due to it being an election year for many communities. Alderman Frieders has been doing a lot more education with Hope for the Day out of Chicago. He stated that he is getting local traction. He is not that concerned about communities that have not responded. He will find a new way to contact the communities. Alderman Frieders is excited that communities are receiving the information and wanting to talk more about this issue. He greatly appreciates the City of Yorkville allowing him to do that outreach, and looks forward to more presentations.

Old Jail

Alderman Milschewski stated that last City Council meeting it was requested to have the topic of the Old Jail placed on this City Council Meeting's agenda. City Administrator Olson gave an update on the Old

Jail. Alderman Funkhouser stated that at the last City Council meeting there had been a consensus to have that topic placed on the agenda for this meeting. Seeing how this was supposed to occur, Alderman Funkhouser was surprised to not see it listed on the agenda. He would like to see this on the agenda for the next meeting. City Administrator Olson stated it should be on the next City Council meeting agenda, for sure.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

Mayor Pro Tem Koch entertained a motion to go into Executive Session. So moved by Alderman Colosimo; seconded by Alderman Milschewski.

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

City Attorney Orr stated that the executive session is for the discussion of minutes of meetings lawfully closed, litigation, and personnel.

The City Council entered Executive Session at 7:44 p.m.

The City Council returned to regular session at 8:06 p.m.

ADJOURNMENT

Mayor Pro Tem Koch stated meeting adjourned.

Meeting adjourned at 8:07 p.m.

Minutes submitted by:

Beth Warren,
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment (Informational): \$1,044,697.71

Meeting and Date: City Council – April 23, 2019

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None – Informational

Council Action Requested:

Submitted by: _____
Name Department

Agenda Item Notes:

DATE: 04/05/19
TIME: 08:56:16
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 04/05/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
529584	ILTREASU	STATE OF ILLINOIS TREASURER					
	122662		04/01/19	01	IL RT47 & US RT34	23-230-60-00-6059	1,570.92
				02	IL RT47 & US RT34	51-510-60-00-6059	373.09
				03	IL RT47 & US RT34	52-520-60-00-6059	19.64
					INVOICE TOTAL:		1,963.65 *
					CHECK TOTAL:		1,963.65
529585	ILTREASU	STATE OF ILLINOIS TREASURER					
	122667		04/01/19	01	BLACKBERRY CREEK	23-230-60-00-6016	19,911.26
					INVOICE TOTAL:		19,911.26 *
					CHECK TOTAL:		19,911.26
					TOTAL AMOUNT PAID:		21,874.91

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
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 & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

DATE: 04/16/19
TIME: 08:40:52
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 04/16/19

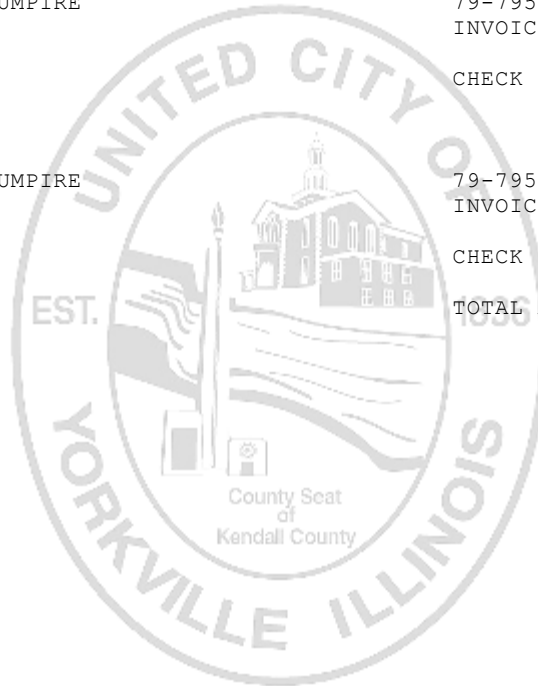
CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
529664	LIPSCOJA	JACOB LIPSCOMB					
	SPRNG SWP 19		04/16/19	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
529665	OLEARYC	CYNTHIA O'LEARY					
	SPRNG SWP 19		04/16/19	01	FEE FOR ASSIGNING UMPIRES FOR	79-795-54-00-5462	200.00
				02	SPRING SWEEP TOURNAMENT	** COMMENT **	
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
529666	RUNDLEEC	COLE RUNDLE					
	SPRNG SWP 19		04/16/19	01	UMPIRE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
529667	RUNDUEE	EDWIN A RUNDUE					
	SPRNG SWP 19		04/16/19	01	UMPIRE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
529668	TAGGARTN	NATHANIEL TAGGART					
	SPRNG SWP 19		04/16/19	01	UMPIRE	79-795-54-00-5462	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
529669	TIETZJ	JAMES A. TIETZ					

DATE: 04/16/19
TIME: 08:40:52
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 04/16/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
529669	TIETZJ	JAMES A. TIETZ					
	SPRNG SWP 19		04/16/19	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
529670	WOLLNIKD	DAVID WOLLNIK					
	SPRNG SWP 19		04/16/19	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
529671	WOOLFOLR	ROYAL WOOLFOLK					
	SPRNG SWP 19		04/16/19	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
					TOTAL AMOUNT PAID:		1,100.00



DATE: 04/18/19
TIME: 07:58:44
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 04/23/2019

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

D001220	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	15898	04/08/19	01	WESTBURY MATTER	01-640-54-00-5456		43.00
			02	MISC CITY LEGAL MATTERS	01-640-54-00-5456		13,294.17
			03	MORTON BUILDING MATTER	90-140-00-00-0011		57.33
			04	DOWNTOWN TIF 1 MATTER	88-880-54-00-5466		860.00
			05	GRANDE RESERVE MATTER	90-127-00-00-0011		161.25
			06	HOOVER MATTER	01-640-54-00-5456		139.75
			07	MEETINGS	01-640-54-00-5456		1,000.00
			08	PARKS LEGAL MATTER	79-790-54-00-5466		376.25
			09	RAINTREE MATTER	90-138-00-00-0011		53.75
			10	LENNY'S GAS MATTER	90-141-00-00-0011		118.25
			11	RIVER OAKS MATTER	01-640-54-00-5456		354.75
			12	WINDETT RIDGE MATTER	01-640-54-00-5456		645.00
				INVOICE TOTAL:			17,103.50 *
				DIRECT DEPOSIT TOTAL:			17,103.50
529672	TRAFLOG	TRAFFIC LOGIX CORPORATION					
	SIN03237	01/31/19	01	SOLAR POWERED SPEED SIGNS ON	01-210-56-00-5620		14,934.00
			02	CANNONBALL	** COMMENT **		
				INVOICE TOTAL:			14,934.00 *
				CHECK TOTAL:			14,934.00
TOTAL CHECKS PAID:							14,934.00
TOTAL DIRECT DEPOSITS PAID:							17,103.50
TOTAL AMOUNT PAID:							32,037.50

01-110 ADMINISTRATION
01-120 FINANCE
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01-540 HEALTH & SANITATION
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79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

DATE: 04/16/19
TIME: 07:38:45
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 04/23/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529587	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS					
	19-3057	03/27/19	01	WELL 9 REPAIRS	51-510-54-00-5445		2,580.00
					INVOICE TOTAL:		2,580.00 *
					CHECK TOTAL:		2,580.00
529588	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0882374-IN	03/14/19	01	BULBS	79-790-56-00-5640		392.00
					INVOICE TOTAL:		392.00 *
					CHECK TOTAL:		392.00
D001216	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	MAY 2019	04/01/19	01	MAY 2019 CITY OF YORKVILLE	01-000-14-00-1400		634.00
			02	HOUSING ASSISTANCE PROGRAM	** COMMENT **		
			03	RENT REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		634.00 *
					DIRECT DEPOSIT TOTAL:		634.00
529589	ARNESON	ARNESON OIL COMPANY					
	248757	03/22/19	01	NEW 55 GALLON DRUM, DRUM HAND	79-795-56-00-5695		84.99
			02	PUMP	** COMMENT **		
					INVOICE TOTAL:		84.99 *
					CHECK TOTAL:		84.99
529590	ARNESON	ARNESON OIL COMPANY					
	248942	03/25/19	01	MAR 2019 GASOLINE	79-795-56-00-5695		768.32
					INVOICE TOTAL:		768.32 *
					CHECK TOTAL:		768.32

01-110 ADMINISTRATION
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89-890 DOWNTOWN TIF II
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95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 04/23/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529591	ATI	ANALYTICAL TECHNOLOGY, INC					
	411518	11/02/19	01	C12 GAS DETECTOR, BATTERY	51-510-54-00-5445		1,755.50
			02	BACKUP UNIT	** COMMENT **		
					INVOICE TOTAL:		1,755.50 *
	413959	02/08/19	01	C12 SENSOR	51-510-56-00-5638		629.09
					INVOICE TOTAL:		629.09 *
					CHECK TOTAL:		2,384.59
529592	ATT	AT&T					
	6305536805-0319	03/25/19	01	03/25-04/24 SERVICE	51-510-54-00-5440		306.01
					INVOICE TOTAL:		306.01 *
					CHECK TOTAL:		306.01
529593	B&WCONTR	BAXTER & WOODMAN					
	0205159	03/22/19	01	WATER SYSTEMS INTERIM	51-510-54-00-5462		7,774.90
			02	OPERATIONS ASSISTANCE	** COMMENT **		
			03	02/11-03/13	** COMMENT **		
					INVOICE TOTAL:		7,774.90 *
					CHECK TOTAL:		7,774.90
529594	BADUSF	FRANK E. BADUS					
	PLF32719	03/27/19	01	YOUTH PERSONAL TRAINING CLASS	79-795-54-00-5462		208.00
					INVOICE TOTAL:		208.00 *
					CHECK TOTAL:		208.00
529595	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	10953	01/14/19	01	DEC 2018 INSPECTIONS	01-220-54-00-5459		6,520.00
					INVOICE TOTAL:		6,520.00 *

01-110 ADMINISTRATION
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88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

DATE: 04/16/19
TIME: 07:38:45
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 04/23/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529595	BFCNSTR	B&F CONSTRUCTION CODE SERVICES					
	11159	03/20/19	01	FEB 2019 INSPECTIONS	01-220-54-00-5459		2,560.00
					INVOICE TOTAL:		2,560.00 *
					CHECK TOTAL:		9,080.00
529596	BNY	BNY MIDWEST TRUST COMPANY					
	040319-SSA REFUND	04/03/19	01	RAINTREE SSA 2003-100 SSA	01-000-24-00-2440		14.83
			02	PROCEEDS REFUND	** COMMENT **		
					INVOICE TOTAL:		14.83 *
					CHECK TOTAL:		14.83
529597	BSNSPORT	BSN/PASSON'S/GSC/CONLIN SPORTS					
	904871248	03/29/19	01	SOCCER COACHES SHIRTS	79-795-56-00-5606		499.80
					INVOICE TOTAL:		499.80 *
					CHECK TOTAL:		499.80
529598	CALLONE	UNITED COMMUNICATION SYSTEMS					
	1211242-1130059-0319	04/15/19	01	ADMIN LINES-MAR 2019	01-110-54-00-5440		408.68
			02	CITY HALL NORTEL-MAR 2019	01-110-54-00-5440		159.94
			03	CITY HALL NORTEL-MAR 2019	01-210-54-00-5440		159.94
			04	CITY HALL NORTEL-MAR 2019	51-510-54-00-5440		159.94
			05	POLICE LINES-MAR 2019	01-210-54-00-5440		1,181.18
			06	CITY HALL FIRE-MAR 2019	01-210-54-00-5440		312.63
			07	CITY HALL FIRE-MAR 2019	01-110-54-00-5440		312.63
			08	PW LINES-MAR 2019	51-510-54-00-5440		2,092.00
			09	SEWER LINES-MAR 2019	52-520-54-00-5440		487.49
			10	TRAFFIC SIGNAL	01-410-54-00-5435		53.76
			11	MAINTENANCE-MAR 2019	** COMMENT **		
			12	PARKS LINES-MAR 2019	79-790-54-00-5440		56.13

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529598	CALLONE	UNITED COMMUNICATION SYSTEMS					
	1211242-1130059-0319	04/15/19	13	RECREATION LINES-MAR 2019	79-795-54-00-5440		292.46
					INVOICE TOTAL:		5,676.78 *
					CHECK TOTAL:		5,676.78
529599	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	40593	04/04/19	01	GARBAGE BAGS, PAPER TOWELS,	01-110-56-00-5610		221.39
			02	SOAP	** COMMENT **		
					INVOICE TOTAL:		221.39 *
					CHECK TOTAL:		221.39
529600	COMED	COMMONWEALTH EDISON					
	0185079109-0319	03/29/19	01	02/28-03/29 420 FAIRHAVEN	52-520-54-00-5480		165.68
					INVOICE TOTAL:		165.68 *
	0435113116-0319	04/03/19	01	03/04-04/02 RT34 & BEECHER	15-155-54-00-5482		48.17
					INVOICE TOTAL:		48.17 *
	0903040077-0319	03/29/19	01	02/25-03/29 MISC STREET LIGHTS	15-155-54-00-5482		3,063.53
					INVOICE TOTAL:		3,063.53 *
	0908014004-0319	04/01/19	01	03/01-04/0 6780 RT47	51-510-54-00-5480		170.69
					INVOICE TOTAL:		170.69 *
	0966038077-0319	03/28/19	01	02/27-03/28 KENNEDY RD	15-155-54-00-5482		213.44
			02	02/27-03/28 KENNEDY RD	01-410-54-00-5482		11.93
					INVOICE TOTAL:		225.37 *
	1183088101-0319	03/27/19	01	02/26-03/27 PRAIRIE CR LIFT	52-520-54-00-5480		122.05
					INVOICE TOTAL:		122.05 *
	1251108256-0319	03/28/19	01	02/27-03/28 301 E HYDRAULIC	79-795-54-00-5480		61.58
					INVOICE TOTAL:		61.58 *

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529600	COMED	COMMONWEALTH EDISON					
	1407125045-0519	04/02/19	01	03/04-04/02 FOXHILL LIFT	52-520-54-00-5480		144.75
					INVOICE TOTAL:		144.75 *
	1647065335-0319	04/01/19	01	03/01-04/01 SARAVANOS PUMP	52-520-54-00-5480		186.84
					INVOICE TOTAL:		186.84 *
	1718099052-0319	03/27/19	01	02/26-03/27 872 PRAIRIE CR	52-520-54-00-5480		31.63
					INVOICE TOTAL:		31.63 *
	2019099044-0319	04/05/19	01	02/132-03/14 BRIDGE WELL	51-510-54-00-5480		42.59
					INVOICE TOTAL:		42.59 *
	2668047007-0319	03/27/19	01	02/26-03/27 1908 RAINTREE RD	51-510-54-00-5480		268.11
					INVOICE TOTAL:		268.11 *
	2947052031-0319	03/29/19	01	02/28-03/29 RIVER & RT47	15-155-54-00-5482		344.13
					INVOICE TOTAL:		344.13 *
	2961017043-0319	03/28/19	01	02/27-03/28 PRESTWICK LIFT	52-520-54-00-5480		118.31
					INVOICE TOTAL:		118.31 *
	3119142025-0319	03/28/19	01	02/27-03/28 VAN EMMON LOT	01-410-54-00-5482		19.89
					INVOICE TOTAL:		19.89 *
	4085080033-0319	03/28/19	01	02/27-03/28 1991 CANNONBALL	51-510-54-00-5480		354.50
					INVOICE TOTAL:		354.50 *
	4449087016-0319	04/05/19	01	02/27-03/29 MISC LIFT STATIONS	51-510-54-00-5480		1,786.27
					INVOICE TOTAL:		1,786.27 *
	4475093053-0319	03/29/19	01	02/28-03/29 610 TOWER	51-510-54-00-5480		400.00
					INVOICE TOTAL:		400.00 *
	6819027011-0319	04/04/19	01	02/27-03/29 MISC PR BUILDINGS	79-795-54-00-5480		394.42
					INVOICE TOTAL:		394.42 *

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529600	COMED	COMMONWEALTH EDISON					
	7110074020-0319	03/28/19	01	02/27-03/28 104 E VAN EMMON	01-110-54-00-5480		329.22
					INVOICE TOTAL:		329.22 *
	7982120022-0319	03/29/19	01	02/28-03/29 609 N BRIDGE	01-110-54-00-5480		35.15
					INVOICE TOTAL:		35.15 *
					CHECK TOTAL:		8,312.88
529601	CONSTELL	CONSTELLATION NEW ENERGY					
	14540457701	03/25/19	01	02/21-03/22 421 POPLAR LIGHT	15-155-54-00-5482		4,038.88
					INVOICE TOTAL:		4,038.88 *
					CHECK TOTAL:		4,038.88
529602	COREMAIN	CORE & MAIN LP					
	K289648	03/21/19	01	40 100CF METERS	51-510-56-00-5664		4,800.00
					INVOICE TOTAL:		4,800.00 *
	K294906	03/22/19	01	BACKFLOW METERS	51-510-56-00-5664		1,097.10
					INVOICE TOTAL:		1,097.10 *
	K309223	03/27/19	01	81 - 510M READ LEAK DETECTS	51-510-56-00-5664		10,593.96
					INVOICE TOTAL:		10,593.96 *
					CHECK TOTAL:		16,491.06
529603	DELAGE	DLL FINANCIAL SERVICES INC					
	63228074	04/06/19	01	APR 2019 COPIER LEASE	01-110-54-00-5485		113.46
			02	APR 2019 COPIER LEASE	01-120-54-00-5485		75.64
			03	APR 2019 COPIER LEASE	01-220-54-00-5485		189.10
			04	APR 2019 COPIER LEASE	01-210-54-00-5485		299.10

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529603	DELAGE	DLL FINANCIAL SERVICES INC					
	63228074	04/06/19	05	APR 2019 COPIER LEASE	01-410-54-00-5485		44.67
			06	APR 2019 COPIER LEASE	51-510-54-00-5485		44.67
			07	APR 2019 COPIER LEASE	52-520-54-00-5485		44.67
			08	APR 2019 COPIER LEASE	79-790-54-00-5485		94.55
			09	APR 2019 COPIER LEASE	79-795-54-00-5485		94.54
					INVOICE TOTAL:		1,000.40 *
					CHECK TOTAL:		1,000.40
529604	DRHCAMBR	DRH CAMBRIDGE HOMES					
	3162 MATLOCK DR	03/29/19	01	FINAL CERTIFICATE OF OCCUPANCY	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
529605	DUTEK	THOMAS & JULIE FLETCHER					
	1007272	03/20/19	01	ORFS CAP	01-410-56-00-5628		64.00
					INVOICE TOTAL:		64.00 *
	1007400	04/03/19	01	HOSE ASSEMBLY	01-410-56-00-5628		122.00
					INVOICE TOTAL:		122.00 *
	1007401	04/03/19	01	HOSE	01-410-56-00-5628		6.00
					INVOICE TOTAL:		6.00 *
	1007402	04/03/19	01	TEFLON TAPE	01-410-56-00-5628		17.50
					INVOICE TOTAL:		17.50 *
	1007403	04/03/19	01	HOSES, COUPLER, NIPPLES	01-410-56-00-5628		98.00
					INVOICE TOTAL:		98.00 *
	1007409	04/09/19	01	HOSE ASSEMBLIES	01-410-56-00-5628		307.00
					INVOICE TOTAL:		307.00 *
					CHECK TOTAL:		614.50

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529606	DUYS	DUY'S COMFORT SHOES					
	20008780	04/05/19	01	STEEL TOE BOOTS-N.HERNANDEZ	79-790-56-00-5600		187.00
					INVOICE TOTAL:		187.00 *
					CHECK TOTAL:		187.00
529607	DYNEGY	DYNEGY ENERGY SERVICES					
	266978919031	04/01/19	01	02/27-03/27 2921 BRISTOL RIDGE	51-510-54-00-5480		1,539.61
					INVOICE TOTAL:		1,539.61 *
	266979119031	04/01/19	01	02/27-03/28 2224 TREMONT	51-510-54-00-5480		5,257.87
					INVOICE TOTAL:		5,257.87 *
	266979219041	04/01/19	01	02/28-03/28 610 TOWER WELLS	51-510-54-00-5480		6,405.76
					INVOICE TOTAL:		6,405.76 *
					CHECK TOTAL:		13,203.24
529608	ECO	ECO CLEAN MAINTENANCE INC					
	7771	03/28/19	01	MAR 2019 OFFICE CLEANING	01-110-54-00-5488		1,005.00
			02	MAR 2019 OFFICE CLEANING	01-210-54-00-5488		1,005.00
			03	MAR 2019 OFFICE CLEANING	79-795-54-00-5488		525.00
			04	MAR 2019 OFFICE CLEANING	79-790-54-00-5488		135.00
			05	MAR 2019 OFFICE CLEANING	01-410-54-00-5488		65.00
			06	MAR 2019 OFFICE CLEANING	51-510-54-00-5488		65.00
			07	MAR 2019 OFFICE CLEANING	52-520-54-00-5488		65.00
					INVOICE TOTAL:		2,865.00 *
					CHECK TOTAL:		2,865.00
529609	EEI	ENGINEERING ENTERPRISES, INC.					
	66239	03/29/19	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		1,385.00
					INVOICE TOTAL:		1,385.00 *

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529609	EEI	ENGINEERING ENTERPRISES, INC.					
	66240	03/29/19	01	WINDETT RIDGE	01-640-54-00-5465		708.75
					INVOICE TOTAL:		708.75 *
	66241	03/29/19	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		921.25
					INVOICE TOTAL:		921.25 *
	66242	03/29/19	01	DOWNTOWN REVITALIZATION	01-640-54-00-5465		2,389.25
					INVOICE TOTAL:		2,389.25 *
	66243	03/29/19	01	GRANDE RESERVE UNIT 2	01-640-54-00-5465		149.00
					INVOICE TOTAL:		149.00 *
	66244	03/29/19	01	GRANDE RESERVE UNIT 5	01-640-54-00-5465		111.75
					INVOICE TOTAL:		111.75 *
	66245	03/29/19	01	SUB-REGIONAL WATER	51-510-54-00-5465		409.75
			02	COORDINATION	** COMMENT **		
					INVOICE TOTAL:		409.75 *
	66246	03/29/19	01	WHISPERING MEADOWS UNITS 1,2	23-230-60-00-6034		65.25
			02	& 4 COMPLETION OF IMPROVEMENTS	** COMMENT **		
			03	WHISPERING MEADOWS UNITS 1,2	51-510-60-00-6034		2.90
			04	& 4 COMPLETION OF IMPROVEMENTS	** COMMENT **		
			05	WHISPERING MEADOWS UNITS 1,2	52-520-60-00-6034		4.35
			06	& 4 COMPLETION OF IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		72.50 *
					CHECK TOTAL:		6,147.25
529610	EEI	ENGINEERING ENTERPRISES, INC.					
	66247	03/29/19	01	MILL RD RECONSTRUCTION	23-230-60-00-6012		3,382.40
					INVOICE TOTAL:		3,382.40 *
					CHECK TOTAL:		3,382.40

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529611	EEI	ENGINEERING ENTERPRISES, INC.					
	66248	03/29/19	01	KENDALL MARKETPLACE	01-640-54-00-5465		455.00
			02	RESIDENTIAL	** COMMENT **		
					INVOICE TOTAL:		455.00 *
	66249	03/29/19	01	GRANDE RESERVE UNIT 8	01-640-54-00-5465		37.25
					INVOICE TOTAL:		37.25 *
	66250	03/29/19	01	GRANDE RESERVE UNIT 1	01-640-54-00-5465		236.00
					INVOICE TOTAL:		236.00 *
	66251	03/29/19	01	2018 ROAD PROGRAM	23-230-60-00-6025		108.75
					INVOICE TOTAL:		108.75 *
					CHECK TOTAL:		837.00
529612	EEI	ENGINEERING ENTERPRISES, INC.					
	66252	03/29/19	01	FOUNTAIN VILLAGE-COMPLETION OF	23-230-60-00-6023		108.75
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		108.75 *
					CHECK TOTAL:		108.75
529613	EEI	ENGINEERING ENTERPRISES, INC.					
	66253	03/29/19	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00
					INVOICE TOTAL:		1,900.00 *
	66254	03/29/19	01	FOX HIGHLANDS WATER MAIN	51-510-60-00-6066		1,765.00
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		1,765.00 *
	66255	03/29/19	01	RESTORE CHURCH	90-121-00-00-0111		238.50
					INVOICE TOTAL:		238.50 *

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529613	EEI	ENGINEERING ENTERPRISES, INC.					
	66256	03/29/19	01	PART OF LOT 4 KENDALL CROSSING	90-129-00-00-0111		358.75
					INVOICE TOTAL:		358.75 *
	66257	03/29/19	01	LOT 6B KENDALL CROSSING	90-128-00-00-0111		552.00
					INVOICE TOTAL:		552.00 *
	66258	03/29/19	01	FY 2020 BUDGET	01-640-54-00-5465		202.00
					INVOICE TOTAL:		202.00 *
	66259	03/29/19	01	CANNONBALL TRAIL SAFETY	01-640-54-00-5465		533.50
			02	ANALYSIS	** COMMENT **		
					INVOICE TOTAL:		533.50 *
	66260	03/29/19	01	GRANDE RESERVE UNIT 3	01-640-54-00-5465		101.00
					INVOICE TOTAL:		101.00 *
	66261	03/29/19	01	GAS N WASH	90-141-00-00-0111		675.50
					INVOICE TOTAL:		675.50 *
	66262	03/29/19	01	WATER WORKS SYSTEM OPERATIONS	01-640-54-00-5465		882.50
					INVOICE TOTAL:		882.50 *
	66263	03/29/19	01	GRANDE RESERVE UNIT 23-ENG	01-640-54-00-5465		200.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		200.00 *
	66264	03/29/19	01	GRANDE RESERVE UNIT 8 - ENG	01-640-54-00-5465		200.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		200.00 *
	66265	03/29/19	01	CALEDONIA PHASE 1 - ENG	01-640-54-00-5465		500.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		500.00 *
	66266	03/29/19	01	WINDETT RIDGE UNIT 1- ENG	01-640-54-00-5465		500.00

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529613	EEI	ENGINEERING ENTERPRISES, INC.					
	66266	03/29/19	02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		500.00 *
	66267	03/29/19	01	BLACKBERRY WOODS PHASE B -	01-640-54-00-5465		400.00
			02	ENG INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		400.00 *
	66268	03/29/19	01	GRANDE RESERVE UNIT 1 - ENG	01-640-54-00-5465		200.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		200.00 *
	66269	03/29/19	01	2014 BOOMBAH LOT 3	90-136-00-00-0111		683.89
					INVOICE TOTAL:		683.89 *
	66270	03/29/19	01	CITY OF YORKVILLE - GENERAL	01-640-54-00-5465		6,640.50
					INVOICE TOTAL:		6,640.50 *
	66271	03/29/19	01	2019-20 BRIDGE INSPECTIONS	01-640-54-00-5465		74.50
					INVOICE TOTAL:		74.50 *
	66272	03/29/19	01	2019 MISC GIS	01-640-54-00-5465		432.00
					INVOICE TOTAL:		432.00 *
	66273	03/29/19	01	TIMBER GLENN SUBDIVISION	01-640-54-00-5465		482.00
					INVOICE TOTAL:		482.00 *
	66274	03/29/19	01	WINDETT RIDGE UNIT 2	01-640-54-00-5465		173.00
					INVOICE TOTAL:		173.00 *
	66275	03/29/19	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		1,446.50
					INVOICE TOTAL:		1,446.50 *
	66276	03/29/19	01	RAINTREE VILLAGE - LENNAR	01-640-54-00-5465		3,633.00
					INVOICE TOTAL:		3,633.00 *

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529613	EEI	ENGINEERING ENTERPRISES, INC.					
	66277	03/29/19	01	2019 ROAD PROGRAM	23-230-60-00-6025		11,405.10
					INVOICE TOTAL:		11,405.10 *
	66278	03/29/19	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465		765.50
					INVOICE TOTAL:		765.50 *
	66279	03/29/19	01	BLACKBERRY WOODS PHASE B	01-640-54-00-5465		3,061.50
					INVOICE TOTAL:		3,061.50 *
	66280	03/29/19	01	CEDARHURST LIVING SITE	90-101-00-00-0111		1,525.25
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		1,525.25 *
	66281	03/29/19	01	GRANDE RESERVE UNIT 23	90-127-00-00-0111		398.50
					INVOICE TOTAL:		398.50 *
	66282	03/29/19	01	HOLIDAY INN EXPRESS & SUITES	90-108-00-00-0111		1,501.50
					INVOICE TOTAL:		1,501.50 *
	66283	03/29/19	01	WESTBURY VILLAGE	01-640-54-00-5465		606.00
					INVOICE TOTAL:		606.00 *
	66284	03/29/19	01	METRONET	90-132-00-00-0111		2,777.50
					INVOICE TOTAL:		2,777.50 *
					CHECK TOTAL:		44,814.99
529614	FARMFLEE	BLAIN'S FARM & FLEET					
	8243-A.FEDERAU	03/20/19	01	WORK BOOTS	79-790-56-00-5600		107.99
			02	PANTS, BIBS	79-790-56-00-5600		152.98
					INVOICE TOTAL:		260.97 *
	8547-FEDERAU	03/23/19	01	HOODIE, SWEATSHIRTS, SOCKS,	79-790-56-00-5600		293.22

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529614	FARMFLEE	BLAIN'S FARM & FLEET					
	8547-FEDERAU	03/23/19	02	PANTS, GLOVES	** COMMENT **		
					INVOICE TOTAL:		293.22 *
	8634-BAUER	03/24/19	01	BELT	51-510-56-00-5600		20.69
					INVOICE TOTAL:		20.69 *
	8634-HERNANDEZ	04/02/19	01	PANTS	79-790-56-00-5600		80.98
					INVOICE TOTAL:		80.98 *
					CHECK TOTAL:		655.86
529615	FEDEX	FEDEX					
	6-502-21245	03/27/19	01	WINDETT RIDGE BOND PAPERWORK	01-110-54-00-5452		64.60
			02	SHIPPED TO FOLEY	** COMMENT **		
					INVOICE TOTAL:		64.60 *
					CHECK TOTAL:		64.60
529616	FIRST	FIRST PLACE RENTAL					
	302031-1	04/05/19	01	FLAGS	51-510-56-00-5665		198.00
					INVOICE TOTAL:		198.00 *
					CHECK TOTAL:		198.00
529617	FLATSOS	RAQUEL HERRERA					
	11075	04/08/19	01	TIRE	79-790-54-00-5495		40.00
					INVOICE TOTAL:		40.00 *
					CHECK TOTAL:		40.00
529618	FLEX	FLEX BENEFIT SERVICE CORP.					

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529618	FLEX	FLEX BENEFIT SERVICE CORP.					
	54146	03/10/19	01	MAR 2019 HRA ADMIN FEES	01-110-52-00-5216		20.00
			02	MAR 2019 HRA ADMIN FEES	01-120-52-00-5216		10.00
			03	MAR 2019 HRA ADMIN FEES	01-210-52-00-5216		100.00
			04	MAR 2019 HRA ADMIN FEES	01-220-52-00-5216		20.00
			05	MAR 2019 HRA ADMIN FEES	01-410-52-00-5216		6.67
			06	MAR 2019 HRA ADMIN FEES	79-790-52-00-5216		22.50
			07	MAR 2019 HRA ADMIN FEES	79-795-52-00-5216		17.50
			08	MAR 2019 HRA ADMIN FEES	51-510-52-00-5216		16.67
			09	MAR 2019 HRA ADMIN FEES	52-520-52-00-5216		6.66
			10	MAR 2019 HRA ADMIN FEES	01-640-52-00-5240		35.00
			11	MAR 2019 HRA ADMIN FEES	82-820-52-00-5216		20.00
			12	MAR 2019 FSA ADMIN FEES	01-110-52-00-5216		12.00
			13	MAR 2019 FSA ADMIN FEES	01-120-52-00-5216		4.00
			14	MAR 2019 FSA ADMIN FEES	01-210-52-00-5216		24.00
			15	MAR 2019 FSA ADMIN FEES	01-220-52-00-5216		4.00
			16	MAR 2019 FSA ADMIN FEES	01-410-52-00-5216		4.00
			17	MAR 2019 FSA ADMIN FEES	51-510-52-00-5216		12.00
				INVOICE TOTAL:			335.00 *
				CHECK TOTAL:			335.00
529619	FOXVALLE	FOX VALLEY TROPHY & AWARDS					
	35950	04/09/19	01	2019 SPRING SWEEP TROPHIES	79-795-56-00-5606		528.06
				INVOICE TOTAL:			528.06 *
				CHECK TOTAL:			528.06
529620	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-140297	04/01/19	01	KIMBALL HILL I MATTER	01-640-54-00-5461		1,034.00
				INVOICE TOTAL:			1,034.00 *
	H-3181C-140414	04/08/19	01	GENERAL CITY MATTERS	01-640-54-00-5461		22.00
				INVOICE TOTAL:			22.00 *

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529620	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-3586C-140415	04/08/19	01	NICHOLSON MATTER	01-640-54-00-5461		2,039.80
					INVOICE TOTAL:		2,039.80 *
	H-3995C-140416	04/08/19	01	YMCA MATTER	01-640-54-00-5461		44.00
					INVOICE TOTAL:		44.00 *
	H-4412C-140296	04/01/19	01	GREEN ORGANICS MATTER	01-640-54-00-5461		1,550.00
					INVOICE TOTAL:		1,550.00 *
	H-4650C-140413	04/08/19	01	CASCADE V. YORKVILLE MATTER	01-640-54-00-5461		440.00
					INVOICE TOTAL:		440.00 *
					CHECK TOTAL:		5,129.80
529621	GROUND	GROUND EFFECTS INC.					
	402005-000	03/25/19	01	PLAYMAT MULCH	79-790-56-00-5640		3,016.00
					INVOICE TOTAL:		3,016.00 *
	402153-000	03/26/19	01	PLAYMAT MULCH	79-790-56-00-5640		1,508.00
					INVOICE TOTAL:		1,508.00 *
					CHECK TOTAL:		4,524.00
529622	HARRIS	HARRIS COMPUTER SYSTEMS					
	XT00006600	11/07/18	02	1099R,W2, 1099M, 1094/1095 TAX	01-120-56-00-5610		415.84
			03	FORMS WITH ENVELOPES	** COMMENT **		
					INVOICE TOTAL:		415.84 *
	XT00006787	03/27/19	01	MYGOVHUB FEES - MAR 2019	01-120-54-00-5462		169.75
			02	MYGOVHUB FEES - MAR 2019	51-510-54-00-5462		256.16
			03	MYGOVHUB FEES - MAR 2019	52-520-54-00-5462		73.93
					INVOICE TOTAL:		499.84 *
					CHECK TOTAL:		915.68

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D001217	HENNED	DURK HENNE					
	040419-CDL	04/04/19	01	CDL LICENSE REIMBURSEMENT	01-410-54-00-5462		60.00
					INVOICE TOTAL:		60.00 *
					DIRECT DEPOSIT TOTAL:		60.00
529623	HOMEDEPO	HOME DEPOT					
	1015848	12/13/18	01	CONDUIT PIPE HANGERS	01-410-56-00-5628		7.36
					INVOICE TOTAL:		7.36 *
					CHECK TOTAL:		7.36
529624	IMPACT	IMPACT NETWORKING, LLC					
	1391223	03/29/19	01	02/28-03/28 COPY CHARGES	01-110-54-00-5430		187.42
			02	02/28-03/28 COPY CHARGES	01-120-54-00-5430		62.47
			03	02/28-03/28 COPY CHARGES	01-220-54-00-5430		124.02
			04	02/28-03/28 COPY CHARGES	01-210-54-00-5430		45.08
			05	02/28-03/28 COPY CHARGES	01-410-54-00-5462		-10.60
			06	02/28-03/28 COPY CHARGES	51-510-54-00-5430		-10.61
			07	02/28-03/28 COPY CHARGES	52-520-54-00-5430		-10.60
			08	02/28-03/28 COPY CHARGES	79-790-54-00-5462		109.73
			09	02/28-03/28 COPY CHARGES	79-795-54-00-5462		109.74
					INVOICE TOTAL:		606.65 *
					CHECK TOTAL:		606.65
529625	IMPERIAL	IMPERIAL SERVICE SYSTEMS, INC					
	FEB 2019 REBATE	04/08/19	01	FEB 2019 DOWNTOWN BUSINESS	01-000-24-00-2488		2,426.24
			02	DIST REBATE	** COMMENT **		
					INVOICE TOTAL:		2,426.24 *
					CHECK TOTAL:		2,426.24

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529626	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	MAR 2019-DUPAGE	04/05/19	01	DUPAGE CO FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
529627	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 02/19	04/08/19	01	NCG COUNTRYSIDE BUSINESS DIST.	01-000-24-00-2487		686.95
			02	REBATE - FEB 2019	** COMMENT **		
					INVOICE TOTAL:		686.95 *
					CHECK TOTAL:		686.95
529628	KENPRINT	ANNETTE M. POWELL					
	2599	03/25/19	01	NAME PLATE-WILLIAMS	01-220-56-00-5610		8.50
					INVOICE TOTAL:		8.50 *
					CHECK TOTAL:		8.50
529629	LENNAR	LENNAR CHICAGO, INC					
	040419	04/04/19	01	FY 2019 RAINTREE OFF-SITE	52-520-75-00-7500		35,938.14
			02	SANITARY REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		35,938.14 *
					CHECK TOTAL:		35,938.14
529630	MENLAND	MENARDS - YORKVILLE					
	44756	03/18/19	01	MARKING PAINT	79-790-56-00-5620		39.96
					INVOICE TOTAL:		39.96 *
	44759	03/18/19	01	STAPLES, HAMMER TACKER, SNIPS	79-790-56-00-5630		40.34
					INVOICE TOTAL:		40.34 *

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529630	MENLAND	MENARDS - YORKVILLE					
	44768	03/18/19	01	MARKING PAINT, FIBER GLASS	79-790-56-00-5620		64.84
					INVOICE TOTAL:		64.84 *
	44771	03/18/19	01	STRAINER, ELBOW, PUTTY	79-790-56-00-5640		11.02
					INVOICE TOTAL:		11.02 *
	44841-19	03/19/19	01	NAILS	79-790-56-00-5620		44.89
					INVOICE TOTAL:		44.89 *
	44844	03/19/19	01	SCREWS	79-790-56-00-5640		9.27
					INVOICE TOTAL:		9.27 *
	44937	03/20/19	01	DECK LOBES, SPRING SNAPS,	79-790-56-00-5620		526.27
			02	SAFETY RAIN SUITS, GARAGE	** COMMENT **		
			03	DOOR, BOARDS, PICKETS	** COMMENT **		
					INVOICE TOTAL:		526.27 *
				CHECK TOTAL:			736.59
529631	MENLAND	MENARDS - YORKVILLE					
	44966	03/20/19	01	AUTO FIRST AID KITS,	79-790-56-00-5620		603.62
			02	RESPIRATORS, WELDING APRON,	** COMMENT **		
			03	SAFETY GLASSES, LATEX GLOVES,	** COMMENT **		
			04	FIRE EXTINGUISHERS	** COMMENT **		
					INVOICE TOTAL:		603.62 *
				CHECK TOTAL:			603.62
529632	MENLAND	MENARDS - YORKVILLE					
	44967	03/20/19	01	CONTRACTOR BAGS	79-790-56-00-5620		1,918.40
					INVOICE TOTAL:		1,918.40 *
				CHECK TOTAL:			1,918.40

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529633	MENLAND	MENARDS - YORKVILLE					
	45215	03/23/19	01	MOP HEADS, CLEANERS, DISH SOAP	79-795-56-00-5607		21.56
					INVOICE TOTAL:		21.56 *
	45361	03/25/19	01	U-POSTS, SNOW FENCE	52-520-56-00-5640		52.42
			02	CONTRACTOR BAGS, GARBAGE	52-520-56-00-5620		76.00
			03	BAGS, SCISSORS, PLIERS, BUG	** COMMENT **		
			04	KILLER, BRUSH HEAD, DRYING	** COMMENT **		
			05	BLADE, STEEL HANDLE	** COMMENT **		
					INVOICE TOTAL:		128.42 *
	45383	03/25/19	01	LIGHT BULBS	01-410-56-00-5642		53.97
					INVOICE TOTAL:		53.97 *
	45389	03/25/19	01	DOOR SWEEP	79-790-56-00-5640		6.79
					INVOICE TOTAL:		6.79 *
	45447	03/26/19	01	DRILL BITS, WASHERS, NUTS,	79-790-56-00-5630		27.39
			02	BOLTS, SAW BLADE	** COMMENT **		
					INVOICE TOTAL:		27.39 *
	45454	03/26/19	01	BOLTS, WOOD	79-790-56-00-5620		14.52
					INVOICE TOTAL:		14.52 *
	45458	03/26/19	01	PVC ELBOW, PVC PIPE	79-790-56-00-5640		39.26
					INVOICE TOTAL:		39.26 *
	45470	03/26/19	01	D-RINGS	79-790-56-00-5640		27.96
					INVOICE TOTAL:		27.96 *
	45522	03/27/19	01	BRASS RESET DIAL	79-790-56-00-5620		13.97
					INVOICE TOTAL:		13.97 *
	45525	03/27/19	01	BOLTS, KNIFE BLADE SET,	79-790-56-00-5640		65.51
			02	BATTERY, LOCKNUTS, BRASS RESET	** COMMENT **		

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529633	MENLAND	MENARDS - YORKVILLE					
	45525	03/27/19	03	DIAL	** COMMENT **		
					INVOICE TOTAL:		65.51 *
	45526	03/27/19	01	SCREWS, STRAP HINGE, POLE	79-790-56-00-5640		34.68
			02	BREAKER	** COMMENT **		
					INVOICE TOTAL:		34.68 *
	45535	03/27/19	01	TERMINAL CAP, DRILL BIT,	79-790-56-00-5640		271.94
			02	BLADES, TOGGLE SWITCHES,	** COMMENT **		
			03	RATCHET BINDER, CAULK GUN,	** COMMENT **		
			04	TEST CHAIN	** COMMENT **		
					INVOICE TOTAL:		271.94 *
	45598	03/28/19	01	U-POSTS, SNOW FENCE, GARBAGE	52-520-56-00-5640		64.91
			02	BAGS	** COMMENT **		
					INVOICE TOTAL:		64.91 *
	45613	03/28/19	01	U-POSTS	52-520-56-00-5640		44.90
					INVOICE TOTAL:		44.90 *
	45690	03/29/19	01	STRIPING PAINT	79-790-56-00-5620		19.98
					INVOICE TOTAL:		19.98 *
	45711	03/29/19	01	LATEX GLOVES, DUST MASKS,	52-520-56-00-5620		19.89
			02	BULBS	** COMMENT **		
					INVOICE TOTAL:		19.89 *
	46021	04/02/19	01	SCREWDRIVER, BATTERIES	51-510-56-00-5665		15.93
					INVOICE TOTAL:		15.93 *
	46033	04/02/19	01	SPLITBOLTS	01-410-56-00-5642		16.52
					INVOICE TOTAL:		16.52 *
	46041-19	04/02/19	01	LAWN MOWER WHEELS	01-410-56-00-5628		62.96
					INVOICE TOTAL:		62.96 *

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529633	MENLAND	MENARDS - YORKVILLE					
	46093	04/03/19	01	2 HOLE STRAPS, SCISSORS	51-510-56-00-5638		3.69
					INVOICE TOTAL:		3.69 *
	46149	04/04/19	01	SPRING SNAPS	79-790-56-00-5640		47.92
					INVOICE TOTAL:		47.92 *
	46154	04/04/19	01	NIPPLES	01-410-56-00-5620		1.28
					INVOICE TOTAL:		1.28 *
	46163	04/04/19	01	CEILING TILES	79-795-56-00-5640		43.20
			02	11% REBATE USED	79-795-56-00-5640		-4.32
					INVOICE TOTAL:		38.88 *
					CHECK TOTAL:		1,042.83
529634	METIND	METROPOLITAN INDUSTRIES, INC.					
	INV004034	03/28/19	01	DISASSEMBLED AND FURNISHED	52-520-54-00-5444		5,175.00
			02	PARTS FOR PUMP CONVERSION	** COMMENT **		
					INVOICE TOTAL:		5,175.00 *
					CHECK TOTAL:		5,175.00
529635	METROWES	METRO WEST COG					
	3817	03/29/19	01	MAR 2019 BOARD MEETING FOR 2	01-110-54-00-5412		70.00
					INVOICE TOTAL:		70.00 *
	3861	04/10/19	01	ANNUAL DUES RENEWAL	01-000-14-00-1400		6,657.70
					INVOICE TOTAL:		6,657.70 *
					CHECK TOTAL:		6,727.70
529636	NARVICK	NARVICK BROS. LUMBER CO, INC					

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529636	NARVICK	NARVICK BROS. LUMBER CO, INC					
	60831	03/12/19	01	3,000 AE	79-790-56-00-5640		247.00
					INVOICE TOTAL:		247.00 *
	60874	03/21/19	01	3,000 AE	79-790-56-00-5640		487.00
					INVOICE TOTAL:		487.00 *
					CHECK TOTAL:		734.00
529637	NEOPOST	NEOFUNDS BY NEOPOST					
	032519-SUP	03/25/19	01	BRUSH & SPONGE KIT FOR POSTAGE	79-795-56-00-5610		9.19
			02	MACHINE	** COMMENT **		
					INVOICE TOTAL:		9.19 *
					CHECK TOTAL:		9.19
529638	NEOPOST	NEOFUNDS BY NEOPOST					
	040519-CITY	04/05/19	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
529639	NICOR	NICOR GAS					
	12-43-53-5625 3-0319	04/03/19	01	03/05-04/02 609 N BRIDGE	01-110-54-00-5480		72.35
					INVOICE TOTAL:		72.35 *
	15-41-50-1000 6-0319	04/03/19	01	03/04-04/01 804 GAME FARM RD	01-110-54-00-5480		332.84
					INVOICE TOTAL:		332.84 *
	15-64-61-3532 5-0319	04/02/19	01	03/04-04/01 1991 CANNONBALL TR	01-110-54-00-5480		32.43
					INVOICE TOTAL:		32.43 *
	20-52-56-2042 1-0319	03/29/19	01	02/28-03/29 420 FAIRHAVEN	01-110-54-00-5480		103.50
					INVOICE TOTAL:		103.50 *

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529639	NICOR	NICOR GAS					
	23-45-91-4862	5-0319	04/03/19	01 03/05-04/02 101 BRUELL ST	01-110-54-00-5480		100.61
					INVOICE TOTAL:		100.61 *
	91-85-68-4012	8-0319	04/03/19	01 03/04-04/01 902 GAME FARM RD	82-820-54-00-5480		1,140.76
					INVOICE TOTAL:		1,140.76 *
	95-16-10-1000	4-0319	04/03/19	01 03/05-04/03 1 rt47	01-110-54-00-5480		28.54
					INVOICE TOTAL:		28.54 *
					CHECK TOTAL:		1,811.03
529640	NORTHERN	NORTHERN SAFETY CO., INC.					
	903386672		03/27/19	01 SAFETY EYEWEAR	79-790-56-00-5600		122.17
					INVOICE TOTAL:		122.17 *
					CHECK TOTAL:		122.17
529641	O'REILLY	O'REILLY AUTO PARTS					
	5613-164939		03/11/19	01 O-RINGS	01-410-56-00-5628		17.00
					INVOICE TOTAL:		17.00 *
					CHECK TOTAL:		17.00
529642	OMALLEY	O'MALLEY WELDING & FABRICATING					
	18616		03/11/19	01 1/4 SQUARES, ANGLES	79-790-56-00-5620		810.00
					INVOICE TOTAL:		810.00 *
	18627		03/18/19	01 TUBES	79-790-56-00-5620		275.00
					INVOICE TOTAL:		275.00 *
	18628		03/19/19	01 TUBES	79-790-56-00-5620		275.00
					INVOICE TOTAL:		275.00 *
					CHECK TOTAL:		1,360.00

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529643	PESOLA	PESOLA MEDIA GROUP					
	1266056	04/03/19	01	BASEBALL SPONSOR SIGNAGE	79-795-56-00-5606		1,837.50
					INVOICE TOTAL:		1,837.50 *
					CHECK TOTAL:		1,837.50
529644	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	1203	04/10/19	01	BASEBALL SIGNAGE	79-795-56-00-5606		275.00
					INVOICE TOTAL:		275.00 *
	1425	03/27/19	01	SOCCER SIGNS	79-795-56-00-5606		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		385.00
529645	R0000118	ERIN HOWORTH					
	LEDERMANN 3/30/19	04/02/19	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
529646	R0002232	HIVELY LANDSCAPING INC					
	20190018-RFND	04/09/19	01	PUBLIC HEARING SIGN REFUND	01-000-42-00-4210		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
529647	SEBIS	SEBIS DIRECT					
	27355	03/13/19	01	02/28/19 UB PENALTY BILLING	01-120-54-00-5430		53.05
			02	02/28/19 UB PENALTY BILLING	51-510-54-00-5430		71.06
			03	02/28/19 UB PENALTY BILLING	52-520-54-00-5430		33.16
					INVOICE TOTAL:		157.27 *
					CHECK TOTAL:		157.27

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529648	SENIOR	SENIOR SERVICES ASSOCIATES, INC					
	040819-BUNNY	04/08/19	01	BUNNY BREAKFAST REIMBURSEMENT	79-795-56-00-5606		560.00
					INVOICE TOTAL:		560.00 *
					CHECK TOTAL:		560.00
529649	SFBCT	SWFVCTC					
	YV4Q2018	04/02/19	01	40% OF 4TH QTR 2018 CABLE	01-640-54-00-5475		26,550.86
			02	FRANCHISE PAYMENT OF	** COMMENT **		
			03	\$66,377.15	** COMMENT **		
					INVOICE TOTAL:		26,550.86 *
					CHECK TOTAL:		26,550.86
529650	SHI	SHI INTERNATIONAL CORP					
	B09773444	04/03/19	01	REPLACEMENT BATTERY	01-640-54-00-5450		339.99
					INVOICE TOTAL:		339.99 *
					CHECK TOTAL:		339.99
529651	SMITHERE	SMITHEREEN PEST MANAGEMENT					
	1929847	03/08/19	01	MAR 2019 PEST CONTROL	23-216-54-00-5446		88.00
					INVOICE TOTAL:		88.00 *
					CHECK TOTAL:		88.00
D001218	SOELKET	TOM SOELKE					
	032919	04/08/19	01	03/25-03/29 UNION TRAINING	52-520-54-00-5415		215.18
			02	MILEAGE REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		215.18 *
					DIRECT DEPOSIT TOTAL:		215.18

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529652	SPEEDWAY	FLEETCOR	SUPERFLEET MASTERCARD				
	FB638-041119	04/11/19	01	MAR 2019 GASOLINE	01-210-56-00-5695		67.08
			02	MAR 2019 GASOLINE	51-510-56-00-5695		164.31
			03	MAR 2019 GASOLINE	52-520-56-00-5695		164.30
			04	MAR 2019 GASOLINE	01-410-56-00-5695		164.31
				INVOICE TOTAL:			560.00 *
				CHECK TOTAL:			560.00
529653	SPRTFLD	SPORTSFIELDS, INC.					
	2019122	04/02/19	01	BULK DURAPLAY	79-790-56-00-5640		6,090.98
				INVOICE TOTAL:			6,090.98 *
				CHECK TOTAL:			6,090.98
529654	STERLING	STERLING CODIFIERS, INC.					
	22008	03/21/19	01	SUPPLEMENT #45	01-110-54-00-5451		3,024.00
				INVOICE TOTAL:			3,024.00 *
				CHECK TOTAL:			3,024.00
529655	SUBURLAB	SUBURBAN LABORATORIES INC.					
	164185	03/31/19	01	COLIFORM	51-510-54-00-5429		553.00
				INVOICE TOTAL:			553.00 *
				CHECK TOTAL:			553.00
529656	SUPERIOR	SUPERIOR ASPHALT MATERIALS LLC					
	20190135	03/14/19	01	ASPHALT	01-410-56-00-5632		1,491.00
				INVOICE TOTAL:			1,491.00 *
				CHECK TOTAL:			1,491.00

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
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 & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

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529657	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	100372	03/20/19	01	SIGN	01-410-56-00-5619		96.20
					INVOICE TOTAL:		96.20 *
	100445	03/27/19	01	10 STOP SIGNS	01-410-56-00-5619		285.00
					INVOICE TOTAL:		285.00 *
	100446	03/27/19	01	MISC SIGNS	01-410-56-00-5619		75.20
					INVOICE TOTAL:		75.20 *
					CHECK TOTAL:		456.40
529658	UPS5361	DDEDC #3, INC					
	040419	04/04/19	01	1 PKG TO KFO	01-110-54-00-5452		36.02
					INVOICE TOTAL:		36.02 *
					CHECK TOTAL:		36.02
529659	VITOSH	CHRISTINE M. VITOSH					
	031319	04/01/19	01	HIVELY REZONING PUBLIC HEARING	90-137-00-00-0011		95.50
					INVOICE TOTAL:		95.50 *
					CHECK TOTAL:		95.50
529660	WELDSTAR	WELDSTAR					
	01734651	03/16/19	01	ARGON/CARBON DIOXIDE, WELDING	52-520-56-00-5620		89.97
			02	JACKET	** COMMENT **		
					INVOICE TOTAL:		89.97 *
	01737768	03/24/19	01	CYLINDER RENTAL	01-410-54-00-5485		15.12
					INVOICE TOTAL:		15.12 *
					CHECK TOTAL:		105.09

01-110 ADMINISTRATION
01-120 FINANCE
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01-410 STREET OPERATIONS
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11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
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 & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

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529661	WTRPRD	WATER PRODUCTS, INC.					
	0286756	04/02/19	01	BAND REPAIR CLAMPS	51-510-56-00-5640		351.12
					INVOICE TOTAL:		351.12 *
					CHECK TOTAL:		351.12
D001219	YBSD	YORKVILLE BRISTOL					
	319SF	04/09/19	01	APR 2019 SANITARY FEES	95-000-24-00-2450		232,404.70
					INVOICE TOTAL:		232,404.70 *
					DIRECT DEPOSIT TOTAL:		232,404.70
529662	YOUNGM	MARLYS J. YOUNG					
	031319	03/28/19	01	03/13/19 P&Z MEETING MINUTES	01-110-54-00-5462		7.37
			02	HEARTLAND PUD AMENDMENT	90-130-00-00-0011		33.19
			03	WINDMILL FARMS REZONING	90-137-00-00-0011		33.19
					INVOICE TOTAL:		73.75 *
	031419	04/04/19	01	03/14/19 PARK BOARD MEETING	79-790-54-00-5462		63.75
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		63.75 *
	031919	04/01/19	01	03/19/19 PW MEETING MINUTES	01-110-54-00-5462		55.50
					INVOICE TOTAL:		55.50 *
	032019	04/01/19	01	03/20/19 ADMIN MEETING MINUTES	01-110-54-00-5462		43.25
					INVOICE TOTAL:		43.25 *
					CHECK TOTAL:		236.25
					TOTAL CHECKS PAID: TOTAL		252,905.31
					DIRECT DEPOSITS PAID:		233,313.88
					TOTAL AMOUNT PAID:		486,219.19

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900071	FNBO	FIRST NATIONAL BANK OMAHA			04/25/19		
	042519-A.SIMMONS	03/31/19	01	GFOA-FY18 CERTIFICATE OF		01-120-54-00-5462	435.00
			02	ACHIEVEMENT REVIEW FEE		** COMMENT **	
			03	VERIZON-FEB 2019 IN CAR UNITS		01-210-54-00-5440	720.20
			04	VERIZON-FEB 2019 MOBILE PHONES		01-220-54-00-5440	290.11
			05	VERIZON-FEB 2019 MOBILE PHONES		01-210-54-00-5440	963.42
			06	VERIZON-FEB 2019 MOBILE PHONES		79-795-54-00-5440	72.98
			07	VERIZON-FEB 2019 MOBILE PHONES		51-510-54-00-5440	231.79
			08	VERIZON-FEB 2019 MOBILE PHONES		52-520-54-00-5440	38.01
			09	WAREHOUSE DIRECT-TAB DIVIDERS		01-120-56-00-5610	18.86
				INVOICE TOTAL:			2,770.37 *
	042519-B.OLSEM	03/31/19	01	WAREHOUSE DIRECT-FLAGS,		01-110-56-00-5610	82.64
			02	ENVELOPES, ERASERS		** COMMENT **	
				INVOICE TOTAL:			82.64 *
	042519-B.OLSON	03/31/19	01	SPRINGFIELD DRIVE DOWN		01-110-54-00-5415	7.00
			02	PARKING EXPENSE		** COMMENT **	
				INVOICE TOTAL:			7.00 *
	042519-B.PFIZENMAIER	03/31/19	01	PANERA-ADMIN BREAKFAST		01-210-56-00-5620	30.98
			02	JIMMY JOHNS-ARBITRATION LUNCH		01-210-56-00-5620	71.91
			03	AMERICAN TIRE-BRAKE REPAIR		01-210-54-00-5495	322.50
			04	AMERICAN TIRE-2 TIRES MOUNTED		01-210-54-00-5495	647.59
			05	AMERICAN TIRE-HEADLIGHT		01-210-54-00-5495	458.07
			06	ASSEMBLY		** COMMENT **	
				INVOICE TOTAL:			1,531.05 *
	042519-D.BROWN	03/31/19	01	CDL LICENSE RENEWAL		52-520-54-00-5462	61.35
				INVOICE TOTAL:			61.35 *
	042519-E.TOPPER	03/31/19	01	AMAZON-INK CARTRIDGES, CARD		82-820-56-00-5610	548.25
			02	STOCK, CLEANING DUSTER,		** COMMENT **	
			03	RECEIPT PRINTER PAPER, FILE		** COMMENT **	
			04	FOLDERS, CLOROX WIPES		** COMMENT **	
			05	AMAZON MONTHLY PRIME		82-820-54-00-5460	12.99
			06	MEMBERSHIP		** COMMENT **	
			07	AMAZON-SUGGESTION BOX CARDS		82-820-56-00-5610	13.71
			08	JEWEL-STAFF DAY REFRESHMENTS		82-820-56-00-5676	60.91
			09	AMAZON-ANT HABITAT		82-820-56-00-5671	27.94
			10	AMAZON-PACKING TAPE		82-820-56-00-5610	11.99
			11	TRIBUNE-BEACON NEWS RENEWAL		82-820-54-00-5460	87.95
				INVOICE TOTAL:			763.74 *
	042519-E.WILLRETT	03/31/19	01	DUDE SOLUTIONS-CAPITAL FORCAST		01-000-14-00-1400	8,778.00
			02	& MAINTENANCE EDGE ANNUAL		** COMMENT **	

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900071	FNBO	FIRST NATIONAL BANK OMAHA			04/25/19		
	042519-E.WILLRETT	03/31/19	03	RENEWALS 4/1/19-3/31/20		** COMMENT **	
			04	METRO WEST 2019 DRIVE DOWN		01-110-54-00-5412	195.00
			05	REGISTRATION FOR PETERSON		** COMMENT **	
			06	METRO WEST 2019 DRIVE DOWN		01-110-54-00-5415	779.70
			07	LODGING FOR PETERSON,		** COMMENT **	
			08	FUNKHOUSER, KOCH, OLSON,		** COMMENT **	
			09	GOLINSKI & FRIEDERS		** COMMENT **	
			10	AMAZON-HDMI TO VGA CABLE		01-110-56-00-5610	13.44
			11	ILCMA-SOCIAL MEDIA & LOCAL		01-110-54-00-5412	60.00
			12	GOV'T LUNCHEON		** COMMENT **	
			13	REGISTRATION-WILLRETT		** COMMENT **	
			14	CC PROCESSING FEE TO BE		01-000-24-00-2440	39.00
			15	REFUNDED		** COMMENT **	
			16	ELEMENT FOUR-CLOUD CONNECT		01-640-54-00-5450	1,100.00
			17	AGREEMENT		** COMMENT **	
				INVOICE TOTAL:			10,965.14 *
	042519-G.GOLINSKI	03/31/19	01	SPRINGFIELD DRIVE DOWN GAS		01-110-54-00-5415	45.38
			02	AND PARKING EXPENSES		** COMMENT **	
				INVOICE TOTAL:			45.38 *
	042519-J.DYON	03/31/19	01	SAMS-KLEENEX, LENS WIPES,		01-110-56-00-5610	96.22
			02	CUPS, SPOONS, PAPER TOWELS		** COMMENT **	
				INVOICE TOTAL:			96.22 *
	042519-J.ENGBERG	03/31/19	01	ADOBE-CREATIVE CLOUD & STOCK		01-220-56-00-5635	82.98
			02	SMALL MLP DSP MONTHLY FEES		** COMMENT **	
				INVOICE TOTAL:			82.98 *
	042519-J.GALAUNER	03/31/19	01	ORIENTAL TRADING-ST PATRICKS		79-795-56-00-5606	109.20
			02	DAY PARADE DECORATIONS		** COMMENT **	
			03	AMAZON-ST PATRICKS DAY PARADE		79-795-56-00-5606	88.53
			04	DECOR		** COMMENT **	
			05	AMAZON-SOCCER REF JEARSEY		79-795-56-00-5606	64.92
			06	FOOD MANAGER CERTIFICATION		79-795-56-00-5607	62.00
			07	RAINOUT LINE ACTIVATION		79-795-56-00-5606	399.00
			08	EPIC SPORTS-SOCCER REF JERSEY		79-795-56-00-5606	12.98
				INVOICE TOTAL:			736.63 *
	042519-J.SLEEZER	03/31/19	01	AMAZON-VACUUM BREAKER ADAPTER		51-510-56-00-5638	27.98
				INVOICE TOTAL:			27.98 *
	042519-K.BARKSDALE	03/31/19	01	KONE-MAR 2019 ELEVATOR		23-216-54-00-5446	155.07
			02	MAINTENANCE		** COMMENT **	
				INVOICE TOTAL:			155.07 *

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900071	FNBO	FIRST NATIONAL BANK OMAHA			04/25/19		
	042519-L.PICKERING	03/31/19	01	FRED PRYOR-05/22/19		01-000-14-00-1400	199.00
			02	MANAGEMENT SKILLS FOR		** COMMENT **	
			03	SECRETARIES, SUPPORT STAFF &		** COMMENT **	
			04	ADMIN ASSISTANTS		** COMMENT **	
			05	TRAINING-BEHLAND		** COMMENT **	
			06	FRED PRYOR-03/11/19		01-110-54-00-5412	199.00
			07	CONFERENCE FOR ADMIN		** COMMENT **	
			08	ASSISTANTS-BEHLAND		** COMMENT **	
			09	SHAW MEDIA-CITY VEHICLE BID		01-110-54-00-5426	107.26
			10	TRIBUNE-HIVELY REZONING PUBLIC		90-137-00-00-0011	907.92
			11	HEARING		** COMMENT **	
				INVOICE TOTAL:			1,413.18 *
	042519-M.SENG	03/31/19	01	FARM&FLEET-ALL THREAD RODS		01-410-56-00-5628	25.18
				INVOICE TOTAL:			25.18 *
	042519-N.DECKER	03/31/19	01	ID NETWORKS-LIVESCAN ANNUAL		01-000-14-00-1400	1,995.00
			02	RENEWAL 3/1/19-2/29/20		** COMMENT **	
			03	WAREHOUSE DIRECT-BINDER		01-210-56-00-5610	13.61
			04	CLIPS, FILE FOLDERS		** COMMENT **	
			05	LEXIS#1249304-20190228-FEB		01-210-54-00-5462	101.25
			06	2019 SEARCHES		** COMMENT **	
			07	COMCAST-03/15-04/14 SERVICE		01-640-54-00-5449	1,145.55
			08	SHRED-IT-02/14/19 ONSITE		01-210-54-00-5462	175.19
			09	SHREDDING		** COMMENT **	
			10	DELL-1 COMPUTER, 3 MONITORS		01-210-56-00-5635	1,686.12
			11	WAREHOUSE DIRECT-BATTERIES		01-210-56-00-5610	61.38
			12	WAREHOUSE DIRECT-PAPER		01-210-56-00-5610	280.73
			13	O'HERRON-VORTEX II VESTS FOR		01-210-56-00-5690	4,005.78
			14	HAYES, PFIZENMAIER, GERLACH,		** COMMENT **	
			15	KUELEM & JELENIEWSKI		** COMMENT **	
			16	AT&T-02/25-03/24 SERVICE		01-210-54-00-5440	212.32
			17	COMCAST-03/08-04/07 CABLE		01-210-54-00-5440	4.20
			18	O'HERRON-UNIFORM-MCMAHON,		01-210-56-00-5600	3,713.03
			19	MIKOLASEK,GOLDSMITH, KETCHMARK		** COMMENT **	
			20	& JOHNSON		** COMMENT **	
				INVOICE TOTAL:			13,394.16 *
	042519-P.MCMAHON	03/31/19	01	SIRCHIE-INTEGRITY BAGS		01-210-56-00-5620	68.35
				INVOICE TOTAL:			68.35 *
	042519-P.RATOS	03/31/19	01	2019 NATIONAL ICC CONFERENCE		01-220-54-00-5415	434.79
			02	TRANSPORT AND LODGING		** COMMENT **	
			03	CHARGES-RATOS		** COMMENT **	
				INVOICE TOTAL:			434.79 *

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900071	FNBO	FIRST NATIONAL BANK OMAHA			04/25/19		
	042519-P.SCODRO	03/31/19	01	UPS-1 PKG SHIPPED		51-510-54-00-5452	13.68
			02	UNION TRAINING LUNCH		51-510-54-00-5415	11.85
						INVOICE TOTAL:	25.53 *
	042519-R.MIKOLASEK	03/31/19	01	AMERICAN TIRE-OIL CHANGE ON 20		01-210-54-00-5495	438.13
			02	SQUADS		** COMMENT **	
			03	AMERICAN TIRE-OIL CHANGE ON 4		01-210-54-00-5495	290.21
			04	SQUADS		** COMMENT **	
			05	GALLS-OXFORDS-JEKA		01-210-56-00-5600	83.00
			06	STEVENS-EMBROIDERY		01-210-56-00-5600	60.00
						INVOICE TOTAL:	871.34 *
	042519-R.FREDRICKSON	03/31/19	01	COMCAST-02/10-03/09 INTERNET,		82-820-54-00-5440	416.22
			02	NEWTEK-03/11-04/11 WEB UPKEEP		01-640-54-00-5450	16.59
			03	COMCAST-02/12-03/11 CABLE		01-110-54-00-5440	21.01
			04	COMCAST-02/13-03/12 INTERNET		51-510-54-00-5440	106.85
			05	COMCAST-02/23-03/22 INTERNET		01-110-54-00-5440	80.49
			06	COMCAST-02/23-03/22 INTERNET		01-220-54-00-5440	80.49
			07	COMCAST-02/23-03/22 INTERNET		01-120-54-00-5440	53.65
			08	COMCAST-02/23-03/22 INTERNET		79-790-54-00-5440	73.77
			09	COMCAST-02/23-03/22 INTERNET		01-210-54-00-5440	348.75
			10	COMCAST-02/23-03/22 INTERNET		79-795-54-00-5440	73.77
			11	COMCAST-02/23-03/22 INTERNET		52-520-54-00-5440	40.24
			12	COMCAST-02/23-03/22 INTERNET		01-410-54-00-5440	67.07
			13	COMCAST-02/23-03/22 INTERNET		51-510-54-00-5440	67.07
			14	COMCAST-02/23-03/22 PHONE &		79-790-54-00-5440	119.96
			15	CABLE		** COMMENT **	
						INVOICE TOTAL:	1,565.93 *
	042519-R.WRIGHT	03/31/19	01	TARGET-BUDGET BOOK BINDERS		01-110-56-00-5610	21.50
			02	PHYSICIANS CARE-DRUG SCREENING		01-410-54-00-5462	93.00
			03	PHYSICIANS CARE-DRUG SCREENING		51-510-54-00-5462	58.00
			04	PHYSICIANS CARE-DRUG SCREENING		52-520-54-00-5462	93.00
			05	PHYSICIANS CARE-DRUG SCREENING		79-790-54-00-5462	101.00
			06	PHYSICIANS CARE-DRUG SCREENING		79-795-54-00-5462	43.00
			07	PHYSICIANS CARE-DRUG SCREENING		82-820-54-00-5462	43.00
						INVOICE TOTAL:	452.50 *
	042519-S.AUGUSTINE	03/31/19	01	ANNUAL CONSTANT CONTACT		82-000-24-00-2480	346.50
			02	SUBSCRIPTION TO BE REIMBURSED		** COMMENT **	
			03	BY FRIENDS OF THE LIBRARY		** COMMENT **	
						INVOICE TOTAL:	346.50 *
	042519-S.IWANSKI	03/31/19	01	YORKVILLE POST-BOOK CLUB		82-820-54-00-5452	20.09
			02	POSTAGE		** COMMENT **	
						INVOICE TOTAL:	20.09 *

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900071	FNBO	FIRST NATIONAL BANK OMAHA			04/25/19		
	042519-T.NELSON	03/31/19	01	THE ARCHERY PLACE-FEB 2019		79-795-54-00-5462	40.00
			02	ARCHERY CLASSES		** COMMENT **	
			03	PALOS SPORTS-BATTING TEES		79-795-56-00-5606	111.31
			04	PIT STOP-3/1-3/14 PORT-O-LET		79-795-56-00-5620	131.00
			05	UPKEEP		** COMMENT **	
			06	EPIC SPORTS-UMPIRE GEAR		79-795-56-00-5606	192.06
						INVOICE TOTAL:	474.37 *
	042519-T.SOELKE	03/31/19	01	AUTO ZONE-SOCKET		52-520-56-00-5628	9.73
			02	HOME DEPO-BRAKE CLEANER		52-520-56-00-5628	20.31
			03	UNION TRAINING MEAL TICKET		52-520-54-00-5415	50.00
			04	TRADE SHOW LUNCH		52-520-54-00-5415	24.37
			05	TRADE SHOW PARKING		52-520-54-00-5415	29.00
			06	TRADE SHOW TOLLS		52-520-54-00-5415	9.10
			07	UNION TRAINING MEAL TICKET		52-520-54-00-5415	40.00
						INVOICE TOTAL:	182.51 *
	042519-UCOY	03/31/19	01	ADVANCED DISPOSAL-FEB 2019		01-540-54-00-5442	99,061.48
			02	REFUSE SERVICE		** COMMENT **	
			03	ADVANCED DISPOSAL-FEB 2019		01-540-54-00-5441	2,727.31
			04	SENIOR REFUSE SERVICE		** COMMENT **	
						INVOICE TOTAL:	101,788.79 *
	042519-B.BEHRENS	03/31/19	01	UNION TRAINING MEAL		51-510-54-00-5415	13.79
			02	AUTO ZONE-BULBS		51-510-56-00-5628	10.71
						INVOICE TOTAL:	24.50 *
	043019-A.HERNANDEZ	03/31/19	01	HOME DEPO-KEYS		79-790-56-00-5620	4.78
			02	RURAL KING-CABLE TIES		79-790-56-00-5620	38.97
			03	HOME DEPO-KEYS		79-790-56-00-5620	4.78
						INVOICE TOTAL:	48.53 *
	043019-E.DHUSE	03/30/19	01	NAPA#220336-DRILL BIT		01-410-56-00-5628	12.49
			02	NAPA#220514-FILTER		79-790-56-00-5640	5.72
			03	NAPA#220775-BRAKE CLEANER		79-790-56-00-5640	72.24
			04	NAPA#220975-TACKY GREASE		52-520-56-00-5628	62.90
			05	WAREHOUSE DIRECT-STORAGE		52-520-56-00-5610	143.42
			06	BOXES, WIRELESS MOUSE, BINDER		** COMMENT **	
			07	CLIPS, BINDERS, PENS		** COMMENT **	
			08	NAPA#221131-WIPER BLADES		01-410-56-00-5628	33.01
			09	NAPA#221458-RELAY		01-410-56-00-5628	16.40
			10	NAPA#221575-VALVE CAP		52-520-56-00-5628	0.99
			11	NAPA#221563-BULBS		01-410-56-00-5628	3.76
			12	NAPA#221495-RELAYS		01-410-56-00-5628	12.97
			13	NAPA#221662-RETURNED FILTER		01-410-56-00-5628	-6.66

DATE: 04/15/19
TIME: 11:44:35
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900071	FNBO	FIRST NATIONAL BANK OMAHA			04/25/19		
	043019-E.DHUSE	03/30/19	14	NAPA#221604-PARTS FOR MOWER		01-410-56-00-5628	150.30
			15	MAINTENANCE		** COMMENT **	
			16	NAPA#221602-BATTERY		01-410-56-00-5628	108.80
			17	NAPA#221621-BATTERY, FILTERS		01-410-56-00-5628	176.17
			18	ARAMARK#1591729539-MATS		01-410-54-00-5485	41.89
			19	ARAMARK#1591737762-MATS		52-520-54-00-5485	42.34
			20	ARAMARK#1591745758-MATS		51-510-54-00-5485	41.89
			21	ARAMARK#1591753909-MATS		01-410-54-00-5485	48.82
			22	PLANTERS UNLIMITED-HANGING		23-216-56-00-5626	1,471.09
			23	BASKETS, BRACKETS		** COMMENT **	
			24	NAPA#220442-TRIM BUMPER		01-410-56-00-5628	21.63
			25	NAPA#221023-FILTER		01-410-56-00-5628	14.54
			27	NAPA#221074-FILTERS, FUEL LINE		01-410-56-00-5628	66.06
			28	DISC SET		** COMMENT **	
			29	NAPA#221629-WIPER BLADE		01-410-56-00-5628	14.89
				INVOICE TOTAL:			2,555.66 *
	043019-R.HARMON	03/31/19	01	WALGREENS-PHOTO DEVELOPING		79-795-56-00-5606	157.06
			02	HOME DEPO-PRESCHOOL SUPPLIES		79-795-56-00-5606	29.98
			03	JO ANN FABRIC-MAR PRESCHOOL		79-795-56-00-5606	12.98
			04	SUPPLIES		** COMMENT **	
			05	TARGET-MAR PRESCHOOL SUPPLIES		79-795-56-00-5606	21.61
			06	HOBBY LOBBY-MAR & APR		79-795-56-00-5606	108.81
			07	PRESCHOOL SUPPLIES		** COMMENT **	
			08	TARGET-APR PRESCHOOL SUPPLIES		79-795-56-00-5606	17.01
			09	AMAZON-WOOD DOLLHOUSE		79-795-56-00-5606	255.16
			10	JET-MAR PRESCHOOL SNACK		79-795-56-00-5606	60.38
			11	SUPPLIES		** COMMENT **	
			12	AMAZON-CLOROX WIPES		79-795-56-00-5606	45.16
			13	AMAZON-PAPER, PLASTIC EASTER		79-795-56-00-5606	96.74
			14	EGGS, EASTER EGG DECORATING		** COMMENT **	
			15	KIT, FILM COLLECTIONS		** COMMENT **	
			16	BOEDB2BSALES-PRESCHOOL SNACKS		79-795-56-00-5606	132.46
			17	AMAZON-BEACH BALLS		79-795-56-00-5606	17.98
			18	LAKESHORE-PRESCHOOL LEARNING		79-795-56-00-5606	42.97
			19	AIDS		** COMMENT **	
			20	SNAPPISH-GRADUATION PRINTS		79-795-56-00-5606	46.85
			21	DISCOUNT SCHOOL-CONSTRUCTION		79-795-56-00-5606	104.84
			22	PAPER, RHINESTONES		** COMMENT **	
			23	FUN EXPRESS-MAR & APR		79-795-56-00-5606	370.57
			24	PRESCHOOL SUPPLIES		** COMMENT **	
			25	AMAZON-PLAY-DOH, STICKERS,		79-795-56-00-5606	277.61
			26	CUPCAKE TOPPERS, DISPOSABLE		** COMMENT **	
			27	DIAPER SACKS, HAND SANITIZER,		** COMMENT **	
			28	LEARNING GAMES, TODDLER		** COMMENT **	

DATE: 04/15/19
TIME: 11:44:35
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UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900071	FNBO	FIRST NATIONAL BANK OMAHA			04/25/19		
	043019-R.HARMON	03/31/19	29	ACTIVITY KIT, FURNITURE	** COMMENT **		
			30	BUMPERS, PARTY BLOWERS, CABLE	** COMMENT **		
			31	TIES	** COMMENT **		
			32	AMAZON-SHOP TOWELS	79-795-56-00-5606		29.19
			33	AMAZON-TRADING CARDS SLEEVES	79-795-56-00-5606		39.95
			34	PURE FUN-PRESCHOOL JUICE	79-795-56-00-5606		87.10
				INVOICE TOTAL:			1,954.41 *
	043019-S.REDMON	03/31/19	01	SOURCE ONE-HAND TOWELS,	79-795-56-00-5640		47.52
			02	WINDOW CLEANER, SOAP	** COMMENT **		
			03	SIGNATURE CLEANERS-BUNNY	79-795-56-00-5606		74.00
			04	COSTUME CLEANING	** COMMENT **		
			05	AT&T U-VERSE-02/24-03/23 TOWN	79-795-54-00-5440		56.40
			06	SQUARE SIGN INTERNET	** COMMENT **		
			07	IMPRINT-NOTE PADS FOR TOP GOLF	79-795-56-00-5606		282.01
			08	EVENT	** COMMENT **		
			09	FOOD SERVICE SANITATION	79-795-56-00-5607		124.00
			10	TRAINING FOR YARI & CARRON	** COMMENT **		
			11	ARAMARK#1591737760-MATS	79-790-56-00-5620		15.00
			12	ARAMARK#1591745757-MATS	79-790-56-00-5620		15.00
			13	ARAMARK#1591762010-MATS	79-790-56-00-5620		15.82
			14	ARAMARK#1591729538-MATS	79-790-56-00-5620		15.00
			15	FOOD SERVICE SANITATION	79-795-56-00-5607		248.00
			16	TRAINING FOR CHRISTIAN, HALLE,	** COMMENT **		
			17	HALEY & JULIE	** COMMENT **		
			18	SMITHEREEN-FEB & MAR 2019 PEST	79-795-54-00-5495		155.00
			19	CONTROL	** COMMENT **		
			20	AMAZON-BANDAIDS	79-795-56-00-5606		26.25
			21	AMAZON-TONER	79-790-56-00-5620		432.06
			22	AMAZON-FIRST AID SUPPLIES	79-795-56-00-5606		7.64
			23	LISA LOMBARDI-03/21/19 CLASS	79-795-54-00-5462		87.50
			24	INSTRUCTION	** COMMENT **		
			25	SOURCE ONE-GARBAGE BAGS,	79-795-56-00-5606		138.15
			26	PAPER TOWELS, TISSUE, MOUNTING	** COMMENT **		
			27	TAPE, CLEANER	** COMMENT **		
			28	ARAMARK#1591753907-MATS	79-790-56-00-5620		15.82
			29	ARAMARK#1591721484-MATS	79-790-56-00-5620		15.00
			30	ARAMARK#1591770130-MATS	79-790-56-00-5620		15.82
			31	ARAMARK#1591778148-MATS	79-790-56-00-5620		15.82
			32	AMAZON-FIRST AID SUPPLIES	79-795-56-00-5606		115.50
			33	SOURCE ONE-GARBAGE BAGS,	79-795-56-00-5607		162.78
			34	TISSUE, HAND TOWELS, CASH	** COMMENT **		
			35	REGISTER ROLLS	** COMMENT **		
				INVOICE TOTAL:			2,080.09 *
	043019-S.REMUS	03/31/19	01	TOP GOLF-EVENT PAYMENT	79-795-56-00-5606		1,373.70

DATE: 04/15/19
TIME: 11:44:35
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
900071	FNBO	FIRST NATIONAL BANK OMAHA			04/25/19			
	043019-S.REMUS	03/31/19	02	TARGET-PRIZES FOR TOP GOLF		79-795-56-00-5606	55.38	
			03	OUTING		** COMMENT **		
			04	MENARDS--PRIZES FOR TOP GOLF		79-795-56-00-5606	25.00	
			05	OUTING		** COMMENT **		
			06	WALGREENS-PARADE CANDY		79-795-56-00-5606	34.03	
				INVOICE TOTAL:			1,488.11	*
	043019-T.HOULE	03/31/19	01	EPIC SPORTS-BASEBALL SUPPLIES		79-790-56-00-5620	2,471.90	
			02	TIMBERLAND-WORK BOOTS		79-790-56-00-5600	155.25	
			03	OPEN YARD-SOCCER NETS		79-790-56-00-5620	476.87	
			04	MAX WAREHOUSE-CABLE TIES		79-790-56-00-5620	60.10	
			05	FULL SOURCE-SAFETY GLASSES		79-790-56-00-5600	40.33	
				INVOICE TOTAL:			3,204.45	*
				CHECK TOTAL:				149,744.52
				TOTAL AMOUNT PAID:				149,744.52



CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131145	KCR	KENDALL COUNTY RECORDER'S			04/03/19		
	13407	04/03/19	01	RELEASE 1 UTILITY LIEN		51-510-54-00-5448	53.00
			02	FILE 7 NEW UTILITY LIENS		51-510-54-00-5448	371.00
						INVOICE TOTAL:	424.00 *
						CHECK TOTAL:	424.00
						TOTAL AMOUNT PAID:	424.00

- 01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
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 & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

DATE: 04/03/19
TIME: 12:15:30
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 04/03/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
529583	VIANCONT	VIAN CONSTRUCTION, INC.					
	032719		03/27/19	01	ENGINEER'S PAYMENT ESTIMATE	51-510-60-00-6066	31,324.89
				02	#3 & FINAL FOX	** COMMENT **	
				03	HIGHLAND-RAINTREE VILLAGE	** COMMENT **	
				04	WATER MAIN INTERCONNECT	** COMMENT **	
					INVOICE TOTAL:		31,324.89 *
					CHECK TOTAL:		31,324.89
					TOTAL AMOUNT PAID:		31,324.89

- 01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
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 & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

DATE: 04/11/19
TIME: 08:00:22
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 04/11/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
529586	GENEVA	GENEVA CONSTRUCTION					
	58416		04/10/19	01	ENGINEER'S PAYMENT ESTIMATE	23-230-60-00-6034	74,808.19
				02	#4 WHISPERING MEADOWS	** COMMENT **	
				03	COMPLETION OF IMPROVEMENTS	** COMMENT **	
				04	ENGINEER'S PAYMENT ESTIMATE	52-520-60-00-6034	6,839.39
				05	#4 WHISPERING MEADOWS	** COMMENT **	
				06	COMPLETION OF IMPROVEMENTS	** COMMENT **	
				07	ENGINEER'S PAYMENT ESTIMATE	51-510-60-00-6034	3,185.20
				08	#4 WHISPERING MEADOWS	** COMMENT **	
				09	COMPLETION OF IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		84,832.78 *
					CHECK TOTAL:		84,832.78
					TOTAL AMOUNT PAID:		84,832.78

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
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 & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
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72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT



UNITED CITY OF YORKVILLE

PAYROLL SUMMARY

April 18, 2019

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
CLERK	583.34	-	583.34	16.61	44.62	644.57
TREASURER	83.34	-	83.34	7.55	6.36	97.25
ALDERMAN	3,700.00	-	3,700.00	-	272.02	3,972.02
ADMINISTRATION	19,062.70	-	19,062.70	1,727.09	1,395.67	22,185.46
FINANCE	10,232.28	-	10,232.28	927.04	756.51	11,915.83
POLICE	107,222.73	1,502.57	108,725.30	557.55	7,936.45	117,219.30
COMMUNITY DEV.	18,427.84	-	18,427.84	1,669.56	1,358.26	21,455.66
STREETS	12,018.51	-	12,018.51	1,088.88	868.32	13,975.71
WATER	14,628.05	78.26	14,706.31	1,332.39	1,066.02	17,104.72
SEWER	5,387.28	-	5,387.28	488.08	393.82	6,269.18
PARKS	21,234.30	-	21,234.30	1,841.25	1,545.73	24,621.28
RECREATION	17,887.00	-	17,887.00	1,205.77	1,329.44	20,422.21
LIBRARY	16,641.62	-	16,641.62	919.31	1,238.12	18,799.05
TOTALS	\$ 248,017.33	\$ 1,580.83	\$ 249,598.16	\$ 11,781.08	\$ 18,280.83	\$ 279,660.07

TOTAL PAYROLL

\$ 279,660.07



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, April 23, 2019

ACCOUNTS PAYABLE

DATE

Manual City Check Register <i>(Page 1)</i>	04/05/2019	21,874.91
Manual City Check Register <i>(Pages 2 - 3)</i>	04/16/2019	1,100.00
Manual City Check Register <i>(Page 4)</i>	04/23/2019	32,037.50
City Check Register <i>(Pages 5 - 33)</i>	04/23/2019	443,699.04
City MasterCard Bill Register <i>(Pages 34 - 41)</i>	04/25/2019	149,744.52

SUB-TOTAL:	\$	648,455.97
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OTHER PAYABLES

Clerk's Check #131145- Kendall County Recorder <i>(Page 42)</i>	04/03/2019	424.00
Manual Check#529583 - Vian Construction <i>(Page 43)</i>	04/03/2019	31,324.89
Manual Check#529586 - Geneva Construction <i>(Page 44)</i>	04/11/2019	84,832.78

SUB-TOTAL:	\$	116,581.67
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PAYROLL

Bi - Weekly <i>(Page 45)</i>	04/18/2019	\$	279,660.07
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SUB-TOTAL:	\$	279,660.07
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TOTAL DISBURSEMENTS:	\$	1,044,697.71
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2019-22

Agenda Item Summary Memo

Title: Reciprocal Agreement - Exchange of Telecom Tax Information with the IDOR

Meeting and Date: City Council – April 23, 2019

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance

Name Department

Agenda Item Notes:



Memorandum

To: Mayor & City Council

From: Rob Fredrickson, Finance Director

Date: April 15, 2019

Subject: IDOR Reciprocal Agreement - Telecom Tax Information

Summary

Adopt a resolution approving a simplified municipal telecommunications tax reciprocal agreement (Exhibit A) with the Illinois Department of Revenue (IDOR).

Background

In conjunction with the State's rollout of their new "My Local Tax" website in June, staff has been recently notified by the Local Tax Division of the IDOR that there are several changes regarding the City's ability to access confidential sales tax information. Going forward, the IDOR will no longer differentiate between confidential sales and telecommunication tax information. Thus, in order to receive any confidential information from the State, municipalities are now required to have both a sales tax reciprocal agreement (previously approved by City Council in March 2017) and a simplified municipal telecommunication tax (i.e. excise tax) reciprocal agreement in place before any confidential information can be disseminated.

In addition to the reciprocal agreement, the IDOR is also requiring the City to file a new authorized user letter (Exhibit B). Once the new website goes into effect, the IDOR will no longer mail tri-annual remittance reports of confidential information on CD's. Instead each authorized user will now have the ability to download confidential information directly from the IDOR's "My Local Tax" website. In order to avoid any delays regarding the City's ability to receive confidential information, the State has requested that the City file the new authorization letter and reciprocal agreement by May 15th.

Recommendation

Staff recommends approval of the attached resolution.

Resolution No. 2019-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING A RECIPROCAL AGREEMENT FOR THE EXCHANGE OF
INFORMATION OBTAINED PURSUANT TO THE SIMPLIFIED MUNICIPAL
TELECOMMUNICATIONS TAX ACT
WITH THE ILLINOIS DEPARTMENT OF REVENUE**

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 this State; and,

WHEREAS, the City and the Illinois Department of Revenue (the “Department”) in accordance with the statutes of the State of Illinois can agree to share certain returns and return information obtained pursuant to the Simplified Municipal Telecommunications Tax Act; and,

WHEREAS, the sharing of such information shall be subject to the requirements of a Reciprocal Agreement entered into between the City and the Department.

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 *RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION BETWEEN THE UNITED CITY OF YORKVILLE AND THE ILLINOIS DEPARTMENT OF REVENUE*, attached hereto as Exhibit A, be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute said Reciprocal Agreement on behalf of the City.

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 Council of the United City of Yorkville, Kendall County, Illinois,
this _____ day of _____, 2019.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVAR TARULIS _____

JASON PETERSON _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this _____ day of _____, 2019.

MAYOR

Attest:

CITY CLERK

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION
BETWEEN THE _____
AND THE
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the “Department”), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the “Reciprocal Agreement”) with the City/Village of _____ (the “Municipality”) returns and return information obtained pursuant to the Simplified Municipal Telecommunications Tax Act (the “Act”).

The Municipality agrees to share with the Department tax returns and return information for the taxes that it imposes under the Act.

It is further agreed that all returns and return information exchanged will be used only for the official purposes of the State and of the Municipality and shall be kept confidential in accordance with the Act. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to the Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The Municipality agrees to follow the procedures to protect the confidentiality of information provided in “Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information”, which is incorporated into the Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under the Reciprocal Agreement to the Municipality unless and until the Municipality signs Attachment A.

It is agreed that only the chief executive of the Municipality may request information, inspect returns, or receive related information from the Department. The chief executive of the Municipality will provide the Department with a list of names and official titles of personnel designated by him or her to request information, inspect returns, or receive related information on his or her behalf. The Department agrees to provide the Municipality with a written list showing the names and official titles of personnel designated by it to request information, inspect returns, or receive related information from the Municipality. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under the Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

It is further agreed that either party for administrative reasons may refuse to share information.

The Reciprocal Agreement may be cancelled by either party at any time and will be cancelled in the event of any unauthorized use or disclosure of State tax return information obtained pursuant to the Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such returns or return information.

Illinois Department of Revenue

Municipality

Director, Illinois Department of Revenue

Chief Executive of the Municipality

Date

Clerk of the Municipality

Date

ATTACHMENT A

MINIMUM STANDARDS REQUIRED TO SAFEGUARD INFORMATION GIVEN AS A RESULT OF A RECIPROCAL AGREEMENT ON THE EXCHANGE OF INFORMATION

1. All requests for information under the Reciprocal Agreement on the Exchange of Information (the "Reciprocal Agreement") will be in writing and addressed to the appropriate contact person at the Illinois Department of Revenue (the "Department").
2. Information received under the Reciprocal Agreement will be kept in a locked storage facility, e.g., locked file cabinet, closet, or desk, etc., that is only accessible by persons authorized under the Reciprocal Agreement to receive information.
3. Any municipality that receives information under the Reciprocal Agreement will promptly notify the Department when an employee, who has been authorized to receive information under the Reciprocal Agreement, leaves employment of the municipality or otherwise is no longer authorized by statute or by the municipality to receive the information.
4. Any municipality that receives information under the Reciprocal Agreement will report immediately to the Department any possible or suspected breach of confidentiality of the information.
5. The proper method for destruction of information that is no longer needed is shredding.
6. Any municipality that receives information under the Reciprocal Agreement agrees to allow the Department to physically view its facilities to insure proper compliance with these standards.

The City/Village of _____ agrees to abide by the aforementioned standards in safeguarding the information that it receives pursuant to the Reciprocal Agreement on the Exchange of Information, which it has entered into with the Illinois Department of Revenue.

Chief Executive of the Municipality

Date



United City of Yorkville

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

April 24, 2019

Illinois Department of Revenue
Local Tax Allocation Division (MC 3-500)
101 W Jefferson St
Springfield, IL 62702-5145

Email: rev.localtax@illinois.gov

To Local Tax Division:

The United City of Yorkville, Illinois is requesting, pursuant to the Reciprocal Agreements on Exchange of Information, the remittance reports available to this municipality for businesses registered in our jurisdiction for the current calendar year.

The following list of employees or individuals are authorized to view and electronically request the confidential information through My Local Tax portal:

Bart Olson, City Administrator
Amy Simmons, Accounting Clerk
Judy Dyon, Accounting Clerk
Lisa Pickering, Executive Assistant

Rob Fredrickson, Finance Director
Rachel Wright, Senior Accounting Clerk
Erin Willrett, Assistant City Administrator
Jori Behland, Administrative Assistant

Sincerely,

Gary J. Golinski
Mayor



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2019-12 and EDC 2019-37

Agenda Item Summary Memo

Title: 8225 Galena Road Kendall County Mile and a Half Review

Meeting and Date: City Council – April 23, 2019

Synopsis: Details a proposed rezoning in Kendall County

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jason Engberg Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: April 18, 2019
Subject: **PZC 2019-12** – Kendall County Petition 19-08 (Rezone) 1.5 Mile Review

Proposal Summary

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioners, Daniel, Bruce, and Norma VanDeventer and Deborah Hull on behalf of the Wilbur C. VanDeventer Trust (current owner) and Diane and Craig Zimmerman (prospective buyer), are requesting a map amendment rezone for their property from A-1 Agricultural District to R-1 Residential District. The petitioners would like to construct a single-family home on the site and operate a home-based business. They may not do so due to the zoning requirements of the agricultural district in Kendall County. The 15.6-acre property is located north of the Galena Road and Kennedy Road intersection and northwest of the New Life Church Development.

Staff has reviewed the request for rezone and **does not** have an objection to the petitioner's request. This item was delivered to the City on March 8, 2019 with feedback requested prior to Kendall County Board consideration.

Planning and Zoning Commission Recommendation

This item was discussed at the April 10, 2019 Planning and Zoning Commission meeting and the commissioners had **no objections** to the rezone request. Staff will be available to answer any questions the City Council may have regarding the County Petition

Attachments

1. Application with Attachments



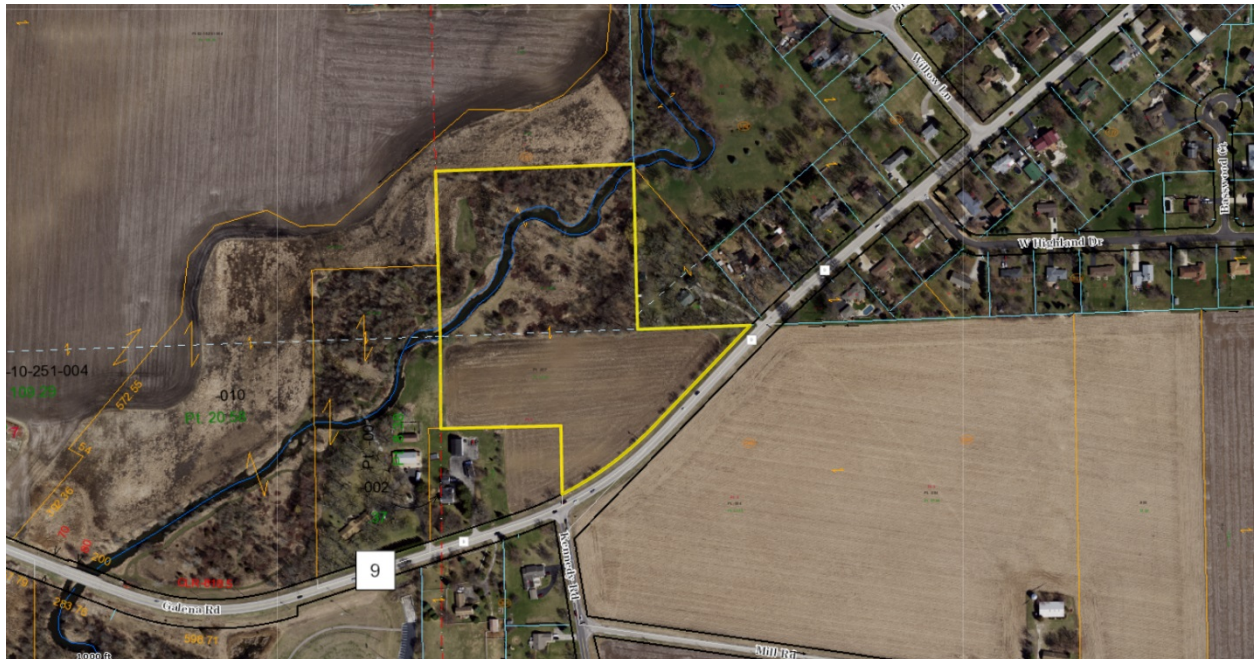
Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: April 3, 2019
Subject: **PZC 2019-12** – Kendall County Petition 19-08 (Rezone) 1.5 Mile Review

Proposal Summary

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioners, Daniel, Bruce, and Norma VanDeventer and Deborah Hull on behalf of the Wilbur C. VanDeventer Trust (current owner) and Diane and Craig Zimmerman (prospective buyer), are requesting a map amendment rezone for their property from A-1 Agricultural District to R-1 Residential District. The petitioners would like to construct a single-family home on the site and operate a home-based business. They may not do so due to the zoning requirements of the agricultural district in Kendall County. The 15.6-acre property is located north of the Galena Road and Kennedy Road intersection and northwest of the New Life Church Development.

As stated in the petitioner's findings of fact, they believe the use is compatible with other nearby uses in the area as the adjacent properties have single family homes constructed upon them. The potential owners are planning on conducting a carpentry business on the property which will conform to Kendall County's home occupation regulations. The home occupation will be required to be located in the primary structure, not generate more than 10 trips a day by customers or employees and may only employ one person that does not live in the residence.



Future Trails:

Kendall County's Land Resource Management Plan designates a future trail along Galena Road through this property. Yorkville's Integrated Transportation Plan (ITP) designates a trail along Galena Road which ends to the west of this property (before Kennedy Road). Therefore, the City does not plan to have a trail on this property, but the petitioners should be aware of the general future transportation plans in this area.

Yorkville Comprehensive Plan

Yorkville's current 2016 Comprehensive Plan designation for this property is not stated. This property is within a mile and a half of the City's current boundary, but this property is not within the Planning Boundary of the Comprehensive Plan. This property is located on the north side of Galena Road which is in Montgomery's planning boundary. Kendall County has given the City the courtesy of review since it is within one and a half miles of the current municipal boundary. Therefore, the City of Yorkville has no future land use designation for this property.

Staff Recommendation & Comments

Staff has reviewed the request for rezone and ***does not*** have an objection to the petitioner's request. This item was delivered to the City on March 8, 2019.

Attachments

1. Application with Attachments



Memorandum

To: Economic Development Committee
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: March 18, 2019
Subject: **PZC 2019-12** – Kendall County Petition 19-08 (Rezone) 1.5 Mile Review

Proposal Summary

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioners, Daniel, Bruce, and Norma VanDeventer and Deborah Hull on behalf of the Wilbur C. VanDeventer Trust (current owner) and Diane and Craig Zimmerman (prospective buyer), are requesting a map amendment rezone for their property from A-1 Agricultural District to R-1 Residential District. The petitioners would like to construct a single-family home on the site and operate a home-based business. They may not do so due to the zoning requirements of the agricultural district in Kendall County. The 15.6-acre property is located north of the Galena Road and Kennedy Road intersection and northwest of the New Life Church Development.

As stated in the petitioner's findings of fact, they believe the use is compatible with other nearby uses in the area as the adjacent properties have single family homes constructed upon them. The potential owners are planning on conducting a carpentry business on the property which will conform to Kendall County's home occupation regulations. The home occupation will be required to be located in the primary structure, not generate more than 10 trips a day by customers or employees and may only employ one person that does not live in the residence.



Future Trails:

Kendall County's Land Resource Management Plan designates a future trail along Galena Road through this property. Yorkville's Integrated Transportation Plan (ITP) designates a trail along Galena Road which ends to the west of this property (before Kennedy Road). Therefore, the City does not plan to have a trail on this property, but the petitioners should be aware of the general future transportation plans in this area.

Yorkville Comprehensive Plan

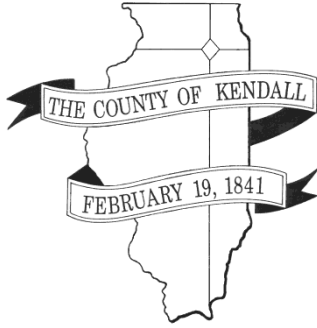
Yorkville's current 2016 Comprehensive Plan designation for this property is not stated. This property is within a mile and a half of the City's current boundary, but this property is not within the Planning Boundary of the Comprehensive Plan. This property is located on the north side of Galena Road which is in Montgomery's planning boundary. Kendall County has given the City the courtesy of review since it is within one and a half miles of the current municipal boundary. Therefore, the City of Yorkville has no future land use designation for this property.

Staff Recommendation & Comments

Staff has reviewed the request for rezone and *does not* have an objection to the petitioner's request. Staff is seeking input from the Economic Development Committee for this request. This review will also be brought to the Planning and Zoning Commission at the April 10, 2019 meeting. This item was delivered to the City on March 8, 2019.

Attachments

1. Application with Attachments



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 19-08

**Daniel, Bruce, and Norma VanDeventer and Deborah Hull on
Behalf of the Wilbur C. VanDeventer Trust (Current Owner) and
Diane and Craig Zimmerman (Prospective Buyer)
Map Amendment Rezoning Property from A-1 to R-1**

INTRODUCTION

Diane and Craig Zimmerman would like to purchase the subject property and construct a single-family home on the property and operate a home-based business as allowed by the Kendall County Zoning Ordinance. The property lacks a housing allocation. Therefore, a map amendment is required.

SITE INFORMATION

PETITIONERS: Daniel, Bruce, and Norma VanDeventer and Deborah Hull on Behalf of the Wilbur C. VanDeventer Trust (Current Owner) and Diane and Craig Zimmerman (Prospective Buyer)

ADDRESS: Between 7977 and 7823 Galena Road

LOCATION: Northeast Side of the T-Intersection Created by Galena Road and Kennedy Road



TOWNSHIP: Bristol

PARCEL #: 02-11-300-007

LOT SIZE: 15.62 +/- Acres

**EXISTING LAND
USE:** Agricultural

ZONING: A-1 Agricultural District

LRMP:	Future Land Use	Rural Residential (Max 0.65 DU/Acre) and Suburban Residential (Max 1.0 DU/Acre)
	Roads	Galena Road is a County Maintained Major Collector Road.
	Trails	Yorkville has a trail planned along Galena Road and Montgomery has a trail planned along Blackberry Creek.
	Floodplain/ Wetlands	Blackberry Creek runs through the property and development can only the south portion of the property is outside the floodplain. There is a freshwater emergent wetland on the northwest side of the property.

REQUESTED ACTION: Map Amendment Rezoning Property from A-1 to R-1

APPLICABLE REGULATIONS: Section 13.07 – Map Amendment Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Forest Preserve	A-1	Forest Preserve and Rural Residential	R-3 (County) R-2, R-3, and R-5B (Montgomery)
South	Agricultural and Single-Family Residential	R-1 (County) B-3 (Yorkville)	Urban Area	A-1, R-1, and R-3 (County) R-2, B-3, and OS-2 (Yorkville)
East	Single-Family Residential	A-1 and R-3	Suburban Residential	A-1 and R-3 (County) R-2 and M-2 (Yorkville)
West	Forest Preserve and Single-Family Residential	A-1 and R-1	Rural Residential	A-1 and R-1 (County) R-3 and R-5B (Montgomery)

The aerial of the property is included as Attachment 2. Pictures of the property are included as Attachments 3-7

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report submitted and consultation was terminated, see Attachment 1 Pages 10 and 11.

NATURAL RESOURCES INVENTORY

The application for NRI was submitted on February 19, 2019, see Attachment 1, Page 9.

ACTION SUMMARY**BRISTOL TOWNSHIP**

Petition information was sent to Bristol Township on February 25, 2019.

VILLAGE OF MONTGOMERY

Petition information was sent to the Village of Montgomery on February 25, 2019.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Protection District on February 25, 2019.

GENERAL INFORMATION

The Petitioner desires the map amendment in order to construct one (1) single-family home on the property.

If approved, the Zimmermans would like to run a carpentry business out of the property in accordance with Kendall County's home occupation regulations.

BUILDING CODES

Any new homes or accessory structures would be required to meet applicable building codes.

ACCESS

The property fronts Galena Road. Staff has no concerns regarding the ability of Galena Road to support the proposed map amendment.

ODORS

No new odors are foreseen.

LIGHTING

Any new lighting would be for residential use only and must in compliance with the regulations related to home occupations contained in the Zoning Ordinance.

SCREENING

No fencing or buffer is presently planned for the property.

STORMWATER

Any new homes constructed in the floodplain would have to secure a stormwater permit.

UTILITIES

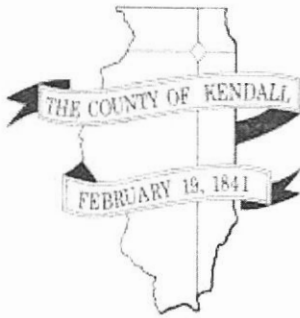
Electricity is nearby. New well and septic information would have to be evaluated as part of the building permit process.

RECOMMENDATION

Staff recommends approval of the proposed map amendment, pending submission of a proper plat of the property in question.

ATTACHMENTS

1. Application Materials (Including the Petitioner's Findings of Fact, NRI Application, and EcoCat)
2. Aerial
3. Looking West
4. Looking East
5. Looking Northeast
6. Looking West from Eastern Neighbor
7. Intersection of Kennedy and Galena Roads



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

APPLICATION

PROJECT NAME Zimmerman Re-Zoning FILE #: 14-08

NAME OF APPLICANT <u>Craig & Diane Zimmerman</u>		
CURRENT LANDOWNER/NAME(s) <u>Wilber C. Van Denter Trust</u>		
SITE INFORMATION ACRES <u>15.62 acres</u>	SITE ADDRESS OR LOCATION <u>8225 Galena Rd</u>	ASSESSOR'S ID NUMBER (PIN) <u>02-11-300-007</u>
EXISTING LAND USE <u>Ag</u>	CURRENT ZONING <u>A-1</u>	LAND CLASSIFICATION ON LRMP <u>Rural Residential</u>
REQUESTED ACTION (Check All That Apply):		
<input type="checkbox"/> SPECIAL USE	<input checked="" type="checkbox"/> MAP AMENDMENT (Rezone to <u>R-1</u>)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD (<input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
¹ PRIMARY CONTACT <u>Boyd Ingemunson</u>	PRIMARY CONTACT MAILING ADDRESS <u>759 John St.</u>	PRIMARY CONTACT EMAIL <u>boydingemunson@gmail.com</u>
PRIMARY CONTACT PHONE # <u>630 553-5622</u>	PRIMARY CONTACT FAX # <u>630 553-7958</u>	PRIMARY CONTACT OTHER # (Cell, etc.) <u>630 913-1950</u>
² ENGINEER CONTACT <u>N/A</u>	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES.		
SIGNATURE OF APPLICANT 		DATE <u>2/15/19</u>

 FEE PAID: \$ _____
 CHECK #: _____

¹Primary Contact will receive all correspondence from County

²Engineering Contact will receive all correspondence from the County's Engineering Consultants

Please fill out the following findings of fact to the best of your capabilities. § 13.07.F of the Zoning Ordinance lists the Finding of Fact criteria the Zoning Board of Appeals must answer in order to make a recommendation to the County Board on any **map amendment** request. They are as follows:

Existing uses of property within the general area of the property in question.

Residential / Agricultural

The Zoning classification of property within the general area of the property in question.

R-1 / R-3 / ~~A-1~~ A-1

The suitability of the property in question for the uses permitted under the existing zoning classification.

property is suitable

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification.

~~trend~~ Development trending
to Residential Use

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.

~~Consist~~ Consistent with
LRMP

Justification for Re-Zoning

Petitioner's are seeking to re-zone the property to R-1 to build a residence and an outbuilding. Upon re-zoning Petitioner's would be seeking to utilize the property for a home occupation as permitted in the Kendall County Zoning Ordinance.

02/01/2019

Fidelity National Title Insurance Company
A.L.T.A. COMMITMENT

WTC File No. :YVL-CRE-2019KL-263.0

MINUTES, 0 SECONDS WEST ALONG SAID ORIGINAL CENTER LINE, 363.60 FEET; THENCE NORTH 0 DEGREES, 52 MINUTES, 0 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 1041.00 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 0 SECONDS EAST, 396.76 FEET TO THE WEST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 11; THENCE NORTH 0 DEGREES, 33 MINUTES, 11 SECONDS EAST ALONG SAID WEST LINE, 305.30 FEET; THENCE NORTH 89 DEGREES, 40 MINUTES, 0 SECONDS EAST, 658.20 FEET; THENCE SOUTH 0 DEGREES, 20 MINUTES, 49 SECONDS WEST, 511.59 FEET TO THE SOUTH WEST CORNER OF PURCELL'S FIRST SUBDIVISION OF PART OF NORTH WEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES, 47 MINUTES, 31 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 417.24 FEET TO SAID ORIGINAL CENTER LINE; THENCE SOUTH 45 DEGREES, 25 MINUTES, 54 SECONDS WEST ALONG SAID ORIGINAL CENTER LINE, 863.07 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 82 DEGREES, 27 MINUTES, 37 SECONDS WEST ALONG SAID ORIGINAL CENTER LINE, 69.19 FEET TO THE EAST LINE OF A TRACT DESCRIBED IN A TRUSTEE'S DEED RECORDED FEBRUARY 13, 1981 AS DOCUMENT 81-457 EXTENDED SOUTHERLY; THENCE NORTH 0 DEGREES, 52 MINUTES, 00 SECONDS EAST ALONG SAID EXTENDED EAST LINE AND SAID EAST LINE, 294.44 FEET TO THE NORTH EAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES, 08 MINUTES, 0 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT, 439.0 FEET TO THE NORTH WEST CORNER THEREOF; THENCE SOUTH 0 DEGREES, 52 MINUTES, 0 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, 370.13 FEET TO SAID ORIGINAL CENTER LINE; THENCE SOUTH 66 DEGREES, 44 MINUTES, 0 SECONDS WEST ALONG SAID ORIGINAL CENTER LINE, 32.87 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS. EXCEPT THAT PART LYING IN SECTION 10, TOWNSHIP 37 NORTH RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY. SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOS.

PERMANENT TAX NUMBER: 02-11-300-007

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Law Office of Lisa A. Coffey, P.C.
3408 Orchard Road
Oswego, IL 60543

Agent for:
Fidelity National Title Insurance Company

9710045 10/06/1997 03:09P 1 of 1
PAUL Anderson, Kendall County, IL Recorder

Form 750, 10P
AMERICAN LEGAL FORMS, CHICAGO, IL 60611-1012

WARRANTY DEED
Statutory (ILLINOIS) (General)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR (NAME AND ADDRESS)

WILBUR VAN DEVENTER and
JESSIE VAN DEVENTER, his wife,
8225 Galena Road
Bristol, Illinois 60512

(The Above Space For Recorder's Use Only)

of the _____ of _____ County
of _____ State of _____
for and in consideration of _____ DOLLARS, (\$10.00)
in hand paid, CONVEY and WARRANT to
THE WILBUR C. VANDEVENTER DECLARATION OF TRUST DATED SEPTEMBER 15, 1997,
Wilbur C. VanDeventer, Trustee, 8225 Galena Road, Bristol, Illinois 60512

(NAMES AND ADDRESS OF GRANTEE(S))

the following described Real Estate situated in the County of _____ in the State of Illinois, to wit:
(See reverse side for legal description.) hereby releasing and waiving all rights under and by virtue of the Homestead
Exemption Laws of the State of Illinois. SUBJECT TO: General taxes for _____ and subsequent years and
covenants, conditions, restrictions and easements of record.

Permanent Index Number (PIN): 02-11-300-007

Address(es) of Real Estate: 8225 Galena Road, Bristol, Illinois 60512

DATED this _____ day of _____ 19 97

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Wilbur VanDeventer (SEAL)
Jessie VanDeventer (SEAL)

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Wilbur VanDeventer and Jessie VanDeventer, his wife
personally known to me to be the same persons whose names are
subscribed in the foregoing instrument, appeared before me this day in person,
and acknowledged that _____ signed, sealed and delivered the said
instrument as their free and voluntary act, for the uses and purposes
therein set forth, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

Given under my hand and official seal, this _____ day of _____ 19 97

Commission expires _____

John D. Gutzke, ROLEWICK & GUTZKE, P.C. (cjp)
1776 S. Naperville Road, Ste 104A, Wheaton, IL 60187-8133

PAGE 1 SEE REVERSE SIDE ►

Legal Description

of premises commonly known as 8225 Galena Road, Bristol, Illinois 60512

This Transaction is exempt from the Real Estate
Transfer Tax Act pursuant to 35 ILCS 200/31-45 (a).
Dated: 7-28-77 By: [REDACTED]

John D. Gutake, Esquire (cjp)
ROLEWICK & GUTAKE, P.C.
MAIL TO: { 1776 S. Naperville Road, Ste 104A
Wheaton, IL 60187-8133
OR RECORDER'S OFFICE BOX NO. _____

SEND SUBSEQUENT TAX BILLS TO:

Mr. Wilbur C. VanDeventer
(Name)

[REDACTED]
(Address)

[REDACTED]
(City, State and Zip)

LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF SECTION 10 AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 10; THENCE SOUTH 0 DEGREES, 52 MINUTES, 00 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTH EAST 1/4, 666.52 FEET TO THE ORIGINAL CENTER LINE OF GALENA ROAD (FORMERLY CALLED CANNONBALL TRAIL); THENCE SOUTH 66 DEGREES, 44 MINUTES, 0 SECONDS WEST ALONG SAID ORIGINAL CENTER LINE, 72.32 FEET TO A LINE DRAWN PARALLEL WITH AND 66.00 FEET, NORMALLY DISTANT, WESTERLY OF SAID EAST LINE FOR A POINT OF BEGINNING; THENCE SOUTH 66 DEGREES 44 MINUTES, 0 SECONDS WEST ALONG SAID ORIGINAL CENTER LINE, 363.60 FEET; THENCE NORTH 0 DEGREES, 52 MINUTES, 0 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 1041.00 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 0 SECONDS EAST, 396.76 FEET TO THE WEST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 11; THENCE NORTH 0 DEGREES, 33 MINUTES, 11 SECONDS EAST ALONG SAID WEST LINE, 305.30 FEET; THENCE NORTH 89 DEGREES, 40 MINUTES, 0 SECONDS EAST, 658.10 FEET; THENCE SOUTH 0 DEGREES, 20 MINUTES, 49 SECONDS WEST, 511.90 FEET TO THE SOUTH WEST CORNER OF PURCELL'S FIRST SUBDIVISION OF PART OF NORTH WEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES, 47 MINUTES, 31 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 417.24 FEET TO SAID ORIGINAL CENTER LINE; THENCE SOUTH 45 DEGREES, 25 MINUTES, 54 SECONDS WEST ALONG SAID ORIGINAL CENTER LINE, 863.07 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 82 DEGREES, 27 MINUTES, 37 SECONDS WEST ALONG SAID ORIGINAL CENTER LINE, 69.19 FEET TO THE EAST LINE OF A TRACT DESCRIBED IN A TRUSTEE'S DEED RECORDED FEBRUARY 13, 1981 AS DOCUMENT 81-457 EXTENDED SOUTHERLY; THENCE NORTH 0 DEGREES, 52 MINUTES, 00 SECONDS EAST ALONG SAID EXTENDED EAST LINE AND SAID EAST LINE, 294.44 FEET TO THE NORTH EAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES, 08 MINUTES, 0 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT, 439.0 FEET TO THE NORTH WEST CORNER THEREOF; THENCE SOUTH 0 DEGREES, 52 MINUTES, 0 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, 370.13 FEET TO SAID ORIGINAL CENTER LINE; THENCE SOUTH 66 DEGREES, 44 MINUTES, 0 SECONDS WEST ALONG SAID ORIGINAL CENTER LINE, 32.87 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 02-11-300-007

P10+
 more

KENDALL COUNTY DISCLOSURE OF BENEFICIARIES FORM

1. Applicant _____
Address _____
City _____ State _____ Zip _____
2. Nature of Benefit Sought _____
3. Nature of Applicant: (Please check one)
☐ Natural Person
☐ Corporation
☐ Land Trust/Trustee
☒ Trust/Trustee
☐ Partnership
☐ Joint Venture
4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:
5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

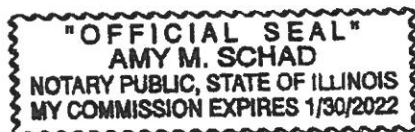
NAME	ADDRESS	INTEREST
Daniel VanDeventer		1/4
Bruce VanDeventer		1/4
Deborah Hull		1/4
Norma VanDeventer		1/4

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:
 Daniel VanDeventer, Trustee of the Wilbur C. VanDeventer Declaration of Trust dtd 9/15/1997

 I, _____, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 18th day of February, A.D. 2019

(seal)



Notary Public



Kendall County Soil & Water
Conservation District

RECEIVED

7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3

BY: MEA



www.kendallswcd.org

NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: Craig & Diane Zimmerman Contact Person: Boyd Ingersun
Address: 759 John St.
City, State, Zip: Yorkville IL 60560
Phone Number: () 630 553-5622
Email: boydingersun@gmail.com

Please select: How would you like to receive a copy of the NRI Report? ☒ Email ☐ Mail

Site Location & Proposed Use

Township Name Bristol Township 37 N, Range 7 E, Section(s) 10
Parcel Index Number(s) 02-11-300-007
Project or Subdivision Name Zimmerman Re-Zoning Number of Acres 15.62
Current Use of Site Ag Proposed Use Residential
Proposed Number of Lots 1 Proposed Number of Structures 2
Proposed Water Supply well Proposed type of Wastewater Treatment Septic
Proposed type of Storm Water Management n/a

Type of Request

☒ Change in Zoning from A-1 to R-1

☐ Variance (Please describe fully on separate page)

☐ Special Use Permit (Please describe fully on separate page)

Name of County or Municipality the request is being filed with: _____

In addition to this completed application form, please including the following to ensure proper processing:

- ☒ Plat of Survey/Site Plan – showing location, legal description and property measurements
- ☐ Concept Plan - showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
- ☐ If available: topography map, field tile map, copy of soil boring and/or wetland studies
- ☒ NRI fee (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: \$375.00 for five acres and under, plus \$18.00 per acre for each additional acre or any fraction thereof over five.
Executive Summary Report: \$300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Fee for first five acres and under	\$ 375.00
Additional Acres at \$18.00 each	\$ 198
Total NRI Fee	\$ 573

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.

Petitioner or Authorized Agent

Date

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

FOR OFFICE USE ONLY

NRI# 1904 Date Initially rec'd 2/19/19 Date all rec'd _____ Board Meeting March 11, 2019
Fee Due \$ _____ Fee Paid \$ 573.00 Check # Over/Under Payment _____ Refund Due _____



Applicant: Craig and Diane Zimmerman
Contact: Boyd Ingemunson
Address: [REDACTED]

IDNR Project Number: 1907946
Date: 02/19/2019

Project: Zimmerman Rezoning
Address: 8225 Galena Road, Bristol

Description: Rezoning property from A-1 to R-1 on the north side of Galena Road across from Kennedy Road.

Natural Resource Review Results

~~Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)~~

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Kendall

Township, Range, Section:

37N, 7E, 10

37N, 7E, 11



IL Department of Natural Resources
Contact
Justin Dillard
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
Kendall County
Matthew Asselmeier
111 W. Fox Street
Yorkville, Illinois 60560 -1621

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act. Illinois Natural

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

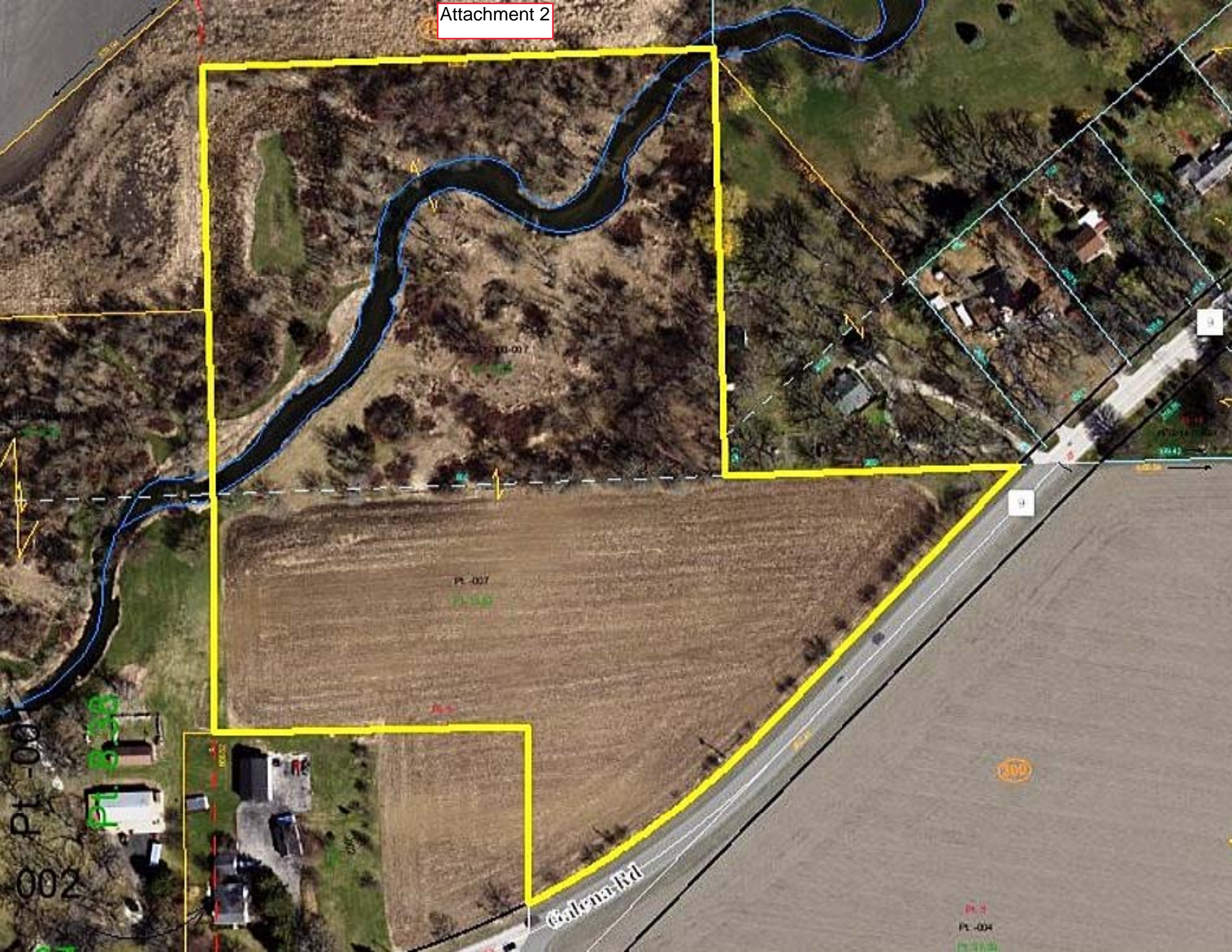
Page 1 of 3

CONSENT FOR RE-ZONING APPLICATION

I, Daniel VanDeventer, Trustee of the Wilbur C. VanDeventer Declaration of Trust dated September 15, 1997, hereby consent to Craig and Diane Zimmerman proceeding with the application with Kendall County to re-zone property identified under parcel # 02-11-300-007 from A-1 to R-1. Said consent is contingent upon the applicants closing on the purchase of the property prior to the re-zoning.

A black rectangular redaction box covering the signature of Daniel VanDeventer.

Daniel VanDeventer, Trustee



Attachment 3 Looking West



Attachment 4 Looking East





Attachment 6 Looking West from Eastern Neighbor







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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2019-13 and EDC 2019-34

Agenda Item Summary Memo

Title: Grande Reserve Unit 23 – Final Plat of Resubdivision

Meeting and Date: City Council – April 23, 2019

Synopsis: Proposed Final Plat of Resubdivision for certain lots within the Grande Reserve

Subdivision – Unit 23.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

Agenda Item Notes:

See attached memorandum.



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: April 17, 2019
Subject: **PZC 2019-13 Grande Reserve – Unit 23**
Final Plat Approval for the Resubdivision of Certain Lots

Background/Proposed Request:

The successor developer for the Grande Reserve subdivision, Grande Reserve Chicago ASLI VI, LLP (Avanti Group), is seeking to revise the parcel dimensions for six (6) home lots and two (2) common space areas within Unit 23 (Neighborhood 1). The request is to resubdivide the existing final plats for each homesite parcel to extend the rear lot lines approximately 20 feet (16.35” at the shortest to 21.95” at the longest) within the adjacent common space to accommodate a newer model ranch home, yet still meet requisite setback regulations for the R-2 zoning district. The new parcel configurations would make the lots almost symmetrical to the adjoining parcels within the cul-de-sacs they are located and does not significantly decrease the open space character of the planned development in this neighborhood.

Planning & Zoning Commission Action:

The Planning and Zoning Commission reviewed the request for final plat approval at a meeting held on April 10, 2019 and made the following action on the motion below:

In consideration of the proposed Final Plat of Resubdivision of Lots 202, 232, 239, 251, 287, 290, 3033 and 3034 of Grande Reserve – Unit 23, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by Weaver Consultant Group, date last revised March 8, 2019.

Action:

Olson – nay; Williams – abstain; Marcum – aye; Vineyard - aye– **2 ayes; 1 nay; 1 abstention.**

Attachments:

1. Draft Ordinance
2. Planning & Zoning Commission staff memorandum
3. Copy of Petitioner’s Application
4. Final Plat of Resubdivision of Lots 202, 232, 239, 251, 287, 290, 3033 and 3034 of Grande Reserve – Unit 23 prepared by Weaver Consultant Group date last revised 03/08/19.

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2019-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING THE FINAL PLAT OF RESUBDIVISION OF LOTS 202, 232, 239, 251, 287, 290,
3033 AND 3034 OF GRANDE RESERVE – UNIT 23**

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 approved Resolution 2006-61 entitled, *RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLATS OF SUBDIVISION FOR GRANDE RESERVE UNIT 23* adopted July 11, 2006 that was recorded with the Kendall County Recorder’s office on December 15, 2006 as Document Number 200600040560; and,

WHEREAS, The *AMENDED PLAT OF PART OF GRANDE RESERVE – UNIT 23* was recorded with the Kendall County Recorder’s office on June 18, 2007 as Document Number 200700018963; and,

WHEREAS, NVR doing business as Ryan Homes (the “Developer”) has filed an application for final plat approval of the resubdivision of Lots 202, 232, 239, 251, 287, 290, 3033 and 3034 of Grande Reserve – Unit 23 (the “Subject Property”); and,

WHEREAS, the Planning and Zoning Commission convened and held a public meeting on the 10 day of April, 2019, to consider the resubdivision of the Subject Property after publication of notice; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 3 and 4 of the Yorkville Subdivision Control Ordinance and made a recommendation to the Mayor and City Council (“the Corporate Authorities”) for approval of the resubdivision.

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 and authorize the execution of the *FINAL PLAT OF RESUBDIVISION OF LOTS 202, 232, 239, 251, 287, 290, 3033 AND 3034 OF GRANDE RESERVE – UNIT 23* prepared by Weaver Consultants Group, Naperville, Illinois dated last revised March 8, 2019, attached hereto and made a part hereof by reference as Exhibit A, for the resubdivision of the Subject Property, legally described as:

BEING A RESUBDIVISION OF LOTS 3033 AND 3034 IN GRANDE RESERVE – UNIT 23 DOCUMENT NUMBER 200600040560, AND LOTS 202, 232, 239, 251, 287 AND 290 IN THE AMENDED PLAT OF PART OF GRANDE RESERVE – UNIT 23, DOCUMENT NUMBER 200700018963, ALL PART OF THE SOUTHEAST QUARTER OF SECTION 2, PART OF THE NORTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,

with Property Index Numbers of:

**02-11-227-001
02-11-227-031
02-11-227-034
02-11-228-001
02-11-228-078
02-11-228-082
02-11-229-022
02-11-229-025**

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 _____, 2019.

CITY CLERK

CARLO COLOSIMO _____
JACKIE MILSCHEWSKI _____
CHRIS FUNKHOUSER _____
SEAVER TARULIS _____

KEN KOCH _____
ARDEN JOE PLOCHER _____
JOEL FRIEDERS _____
JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2019.

MAYOR



Memorandum

To: Planning and Zoning Commission
 From: Krysti J. Barksdale-Noble, Community Development Director
 CC: Bart Olson, City Administrator
 Date: March 12, 2019
 Subject: **PZC 2019-13 Grande Reserve – Unit 23**
Final Plat Approval for the Resubdivision of Certain Lots

Request Summary:

The successor developer for the Grande Reserve subdivision, Grande Reserve Chicago ASLI VI, LLP (Avanti Group), is seeking to revise the parcel dimensions for six (6) home lots and two (2) common space areas within Unit 23 (Neighborhood 1). The request is to resubdivide the existing final plats for each homesite parcel to extend the rear lot lines approximately 20 feet (16.35' at the shortest to 21.95' at the longest) within the adjacent common space to accommodate a newer model ranch home, yet still meet requisite setback regulations for the R-2 zoning district. The new lot configuration would make the lots almost symmetrical to the adjoining parcels within the cul-de-sacs they are located and does not significantly decrease the open space character of the planned development in this neighborhood.

Proposed Amended Final Plat:

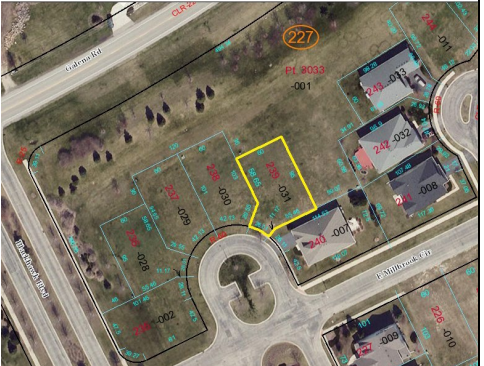

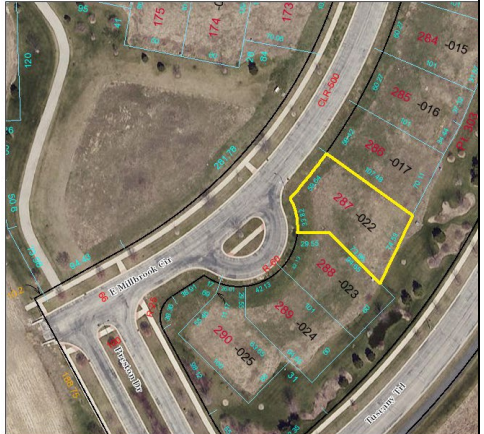

The original Final Plat for Unit 23 of the Grande Reserve was approved in 2006 via Resolution No. 2006-61 and recorded as Document No. 2006000440560 and was subsequently amended in 2007 (Document No. 200700018963). The amendment in 2007 adjusted the overall lot sizes for 21 lots. Below is an analysis of the proposed six (6) home lots proposed to be changed by the proposed resubdivided final plat.

Parcels Adjacent to Common Open Space #1 (Lot 3034) = 6.13 acres (267,022.80 sq. ft.)

	Lot	Address	Proposed Increase Area	Image
1	202	2810 Sheridan Ct	60' x 19.50' = 1,143 sq. ft.	
2	232	4477 E Millbrook Cir	60' x 19.35' = 1,161 sq. ft.	
TOTAL AREA			2,304 sq. ft.	

% Change in common open space = 0.0086%

Parcels Adjacent to Common Open Space #2 (Lot 3033) = 7.31 acres (318,423.60 sq. ft.)

	Lot	Address	Proposed Increase Area	Image
3	239	4468 E Millbrook Cir	60' x 21.35' = 1,281 sq. ft.	
4	251	2843 Silver Springs Ct	60' x 21.35' = 1,281 sq. ft.	
5	287	4228 E Millbrook Cir	74.53' x 21.95' = 1,635 sq. ft.	
6	290	4208 E Millbrook Cir	60' x 16.35' = 981 sq. ft.	
TOTAL AREA			5,178 sq. ft.	

% Change in common open space = 0.0162%

The two (2) common space lots effected by the lot size increases are Lots 3033 and 3034. Lot 3033 is identified as a stormwater management facility and Lot 3034 is community open space. Both lots are owned by the developer and will be turned over to the homeowners' association at a future date.

Staff Comments/Recommendation:

It is staff opinion that the revised rear yard setback is in keeping with the width and depth required for similar permitted uses in the R-2 zoning district and consistent with the immediately adjacent rear lot lines of abutting parcels. Additionally, the City's engineering consultant, EEI, has reviewed the attached proposed amended plats and find them in conformance with the subdivision control ordinance regulations and does not have any concern regarding impairment to the capacity of the stormwater management facility resulting from the proposed lot revisions. Therefore, we recommend **approval** of the Final Plat of Resubdivision as currently presented.

Proposed Motion:

In consideration of the proposed Final Plat of Resubdivision of Lots 202, 232, 239, 251, 287, 290, 3033 and 3034 of Grande Reserve – Unit 23, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by Weaver Consultant Group, date last revised March 8, 2019, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments:

1. Copy of Petitioner's Application
2. Final Plat of Resubdivision of Lots 202, 232, 239, 251, 287, 290, 3033 and 3034 of Grande Reserve – Unit 23 prepared by Weaver Consultant Group date last revised 03/08/19.



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

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation \$500.00 <input type="checkbox"/> Plan \$500.00 <input checked="" type="checkbox"/> Plat \$500.00 <input checked="" type="checkbox"/> P.U.D. \$500.00		Total: \$ 1000.00
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres <div style="display: flex; justify-content: space-between;"> <u> </u> - 5 = <u> </u> x \$10 = <u> </u> + \$250 = \$ <u> </u> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> # of Acres Acres over 5 Amount for Extra Acres Total Amount </div>		Total: \$
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> <div style="display: flex; justify-content: space-between;"> <u> </u> - 5 = <u> </u> x \$10 = <u> </u> + \$200 = \$ <u> </u> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> # of Acres Acres over 5 Amount for Extra Acres Total Amount </div>		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres <div style="display: flex; justify-content: space-between;"> <u> </u> - 5 = <u> </u> x \$10 = <u> </u> + \$250 = \$ <u> </u> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> # of Acres Acres over 5 Amount for Extra Acres Total Amount </div>		Total: \$
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input checked="" type="checkbox"/> Less than 1 acre \$1,000.00 <input type="checkbox"/> Over 1 acre, less than 10 acres \$2,500.00 <input type="checkbox"/> Over 10 acres, less than 40 acres \$5,000.00 <input type="checkbox"/> Over 40 acres, less than 100 acres \$10,000.00 <input type="checkbox"/> Over 100 acres \$20,000.00		Total: \$ 1000.00
OUTSIDE CONSULTANTS DEPOSIT <i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input checked="" type="checkbox"/> Less than 2 acres \$1,000.00 <input type="checkbox"/> Over 2 acres, less than 10 acres \$2,500.00 <input type="checkbox"/> Over 10 acres \$5,000.00			Total: \$ 1000.00
TOTAL AMOUNT DUE:			3,000.00



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

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

DATE: 7/16/18	PZC NUMBER:	DEVELOPMENT NAME: Grand Reserve
PETITIONER INFORMATION		
NAME: Scott Shelton		COMPANY: NVR, dba Ryan Homes
MAILING ADDRESS: 850 E Diehl Road, Suite 120		
CITY, STATE, ZIP: Naperville, IL 60653		TELEPHONE: 630 445 2490
EMAIL: sshelton@nvrinc.com		FAX: 630 445 2501
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Grande Reserve (Chicago) ASLI VI, LLLP		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 2810 Sheridan Court; 4477, 4228, 4208 and 4468 E. Millbrook Circle; 2843 Silver Springs Court		
TYPE OF REQUEST:		
<input type="checkbox"/> PRELIMINARY PLAN <input type="checkbox"/> FINAL PLAT <input type="checkbox"/> AMENDED PRELIMINARY PLAN <input checked="" type="checkbox"/> AMENDED FINAL PLAT		
TOTAL LOT ACREAGE:		CURRENT ZONING CLASSIFICATION: PUD R-2
ATTACHMENTS		
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".		



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

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION

NAME: n/a

COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

EMAIL:

FAX:

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

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

7/16/18

PETITIONER SIGNATURE

DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS 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


APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION	
NAME: n/a	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
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	
<p>I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.</p>	
<p>I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.</p>	
	7/16/18
PETITIONER SIGNATURE	DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.	
See below signature block	7/19/18
OWNER SIGNATURE	DATE
<p>GRANDE RESERVE (CHICAGO) ASLI VI, L.L.P., a Delaware limited liability limited partnership By: Avanti Properties Group II, L.L.P., a Delaware limited liability limited partnership, its sole general partner By: Avanti Management Corporation, a Florida corporation, its sole general partner</p>	
By:  Andrew Dulm, Executive Vice President	



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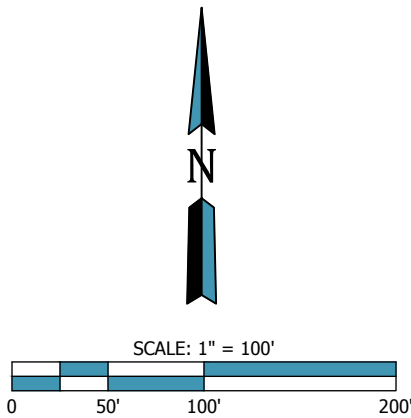
PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER: Scott Pjesky	FUND ACCOUNT NUMBER: NVR, dba Ryan Homes	PROPERTY ADDRESS: 850 E Diehl Road, Suite 120
APPLICATION/APPROVAL TYPE (check appropriate box(es) of approval requested):		
<input type="checkbox"/> CONCEPT PLAN REVIEW	<input checked="" type="checkbox"/> AMENDMENT (TEXT)	<input type="checkbox"/> ANNEXATION
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MILE AND 1/2 REVIEW	<input type="checkbox"/> ZONING VARIANCE
<input type="checkbox"/> FINAL PLANS	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT	<input type="checkbox"/> 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 made payable to the Financially Responsible Party and mailed to the address provided when the account was established.		
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY		
NAME: Scott Pjesky		COMPANY: NVR, dba Ryan Homes
MAILING ADDRESS: 850 E Diehl Road, Suite 120		
CITY, STATE, ZIP: Naperville, IL 60653		TELEPHONE: 630 445-2490
EMAIL: sshelton@nvrinc.com		FAX: 630 445 2501
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.		
Scott Pjesky PRINT NAME		VP and Division Manager TITLE
 SIGNATURE		7/16/18 DATE
ACCOUNT CLOSURE AUTHORIZATION		
DATE REQUESTED: _____	<input checked="" type="checkbox"/> COMPLETED	<input type="checkbox"/> INACTIVE
PRINT NAME: _____	<input type="checkbox"/> WITHDRAWN	<input type="checkbox"/> COLLECTIONS
SIGNATURE: _____	<input type="checkbox"/> OTHER	
DEPARTMENT ROUTING FOR AUTHORIZATION:	<input type="checkbox"/> COM. DEV	<input type="checkbox"/> BUILDING
	<input type="checkbox"/> ENGINEERING	<input type="checkbox"/> FINANCE
	<input type="checkbox"/> ADMIN	

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P.I.N. 02-11-227-001
P.I.N. 02-11-227-031
P.I.N. 02-11-227-034
P.I.N. 02-11-228-001
P.I.N. 02-11-228-078
P.I.N. 02-11-228-082
P.I.N. 02-11-229-022
P.I.N. 02-11-229-025

FINAL PLAT
RESUBDIVISION OF LOTS 202, 232, 239, 251, 287, 290, 3033 AND 3034
OF
GRANDE RESERVE – UNIT 23



LEGAL DESCRIPTION

BEING A RESUBDIVISION OF LOTS 3033 AND 3034 IN GRANDE RESERVE – UNIT 23, DOCUMENT NUMBER 200600040560, AND LOTS 202, 232, 239, 252, 287 AND 290 IN THE AMENDED PLAT OF PART OF GRANDE RESERVE – UNIT 23, DOCUMENT NUMBER 200700018963, ALL PART OF THE SOUTHEAST QUARTER OF SECTION 2, PART OF THE NORTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L106	29.55'	S00°37'20"W
L107	29.55'	S88°40'49"W
L108	94.65'	N45°20'55"W
L109	94.65'	S45°20'55"E
L110	120.00'	N44°39'05"E
L112	29.55'	S19°55'24"W
L114	29.55'	N05°33'54"E
L115	2.50'	N63°57'08"E
L116	29.55'	S19°55'24"W
L117	11.17'	N39°01'19"E
L118	11.17'	N88°52'57"E
L119	33.03'	S72°01'08"E
L120	11.17'	N39°01'19"E
L121	11.17'	S13°32'01"E

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C9	43.70'	60.00'	S74°15'04"E	42.74'
C10	43.94'	533.00'	N58°02'04"E	43.93'
C11	28.56'	25.00'	S16°46'38"W	27.03'
C12	55.40'	250.00'	S34°24'05"E	55.28'
C13	39.57'	25.00'	S86°05'36"E	35.57'
C14	33.82'	60.00'	N11°43'43"W	33.37'
C15	59.64'	533.00'	N39°51'36"E	59.61'
C16	281.78'	467.00'	N44°39'39"E	277.53'
C17	26.01'	60.00'	N63°23'49"W	25.81'
C18	26.01'	60.00'	S88°53'07"W	25.81'
C19	26.01'	60.00'	S63°23'49"E	25.81'
C20	26.01'	60.00'	S11°18'05"W	25.81'



LEGEND

N.E.A. NON EASEMENT AREA
P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
B.S.L. BUILDING SETBACK LINE
■ SET CONCRETE MONUMENT

LINE LEGEND

BOUNDARY
EXISTING LOTS
RIGHT-OF-WAY
CENTERLINE
BUILDING SETBACK LINE
EASEMENT

SURVEY NOTES

- BEARINGS SHOWN HEREON BASED ON RECORDED PLAT OF SUBDIVISION OF GRANDE RESERVE UNIT 23.
- ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
- ALL AREAS ARE MORE OR LESS.
- COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE.
- NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS, THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
- ALL STATEMENTS AND INFORMATION SHOWN HEREON ARE TO THE SURVEYOR'S BEST KNOWLEDGE AND BELIEF.
- SET 3/4" IRON PIPE AT ALL LOT CORNERS UNLESS SHOWN OTHERWISE.
- A BLANKET PUBLIC UTILITY AND DRAINAGE EASEMENT IS HERETOFORE GRANTED OVER ALL PORTIONS OF LOTS 1 AND 2 EXCEPT FOR THE N.E.A. (NON EASEMENT AREA) AS DEPICTED.
- LOTS 1 AND 2 SHALL BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION.
- THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO GALENA ROAD (CANNONBALL TRAIL) EXCEPT THROUGH DEDICATED ROADWAYS.
- ALL COURTS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

No.	DATE	REVISION DESCRIPTION
1	2/4/2019	REVISION SUBDIVISION NAME
2	02/27/19	REVISION SUBDIVISION NAME
3	03/08/19	PER CITY ENGINEER REVIEW

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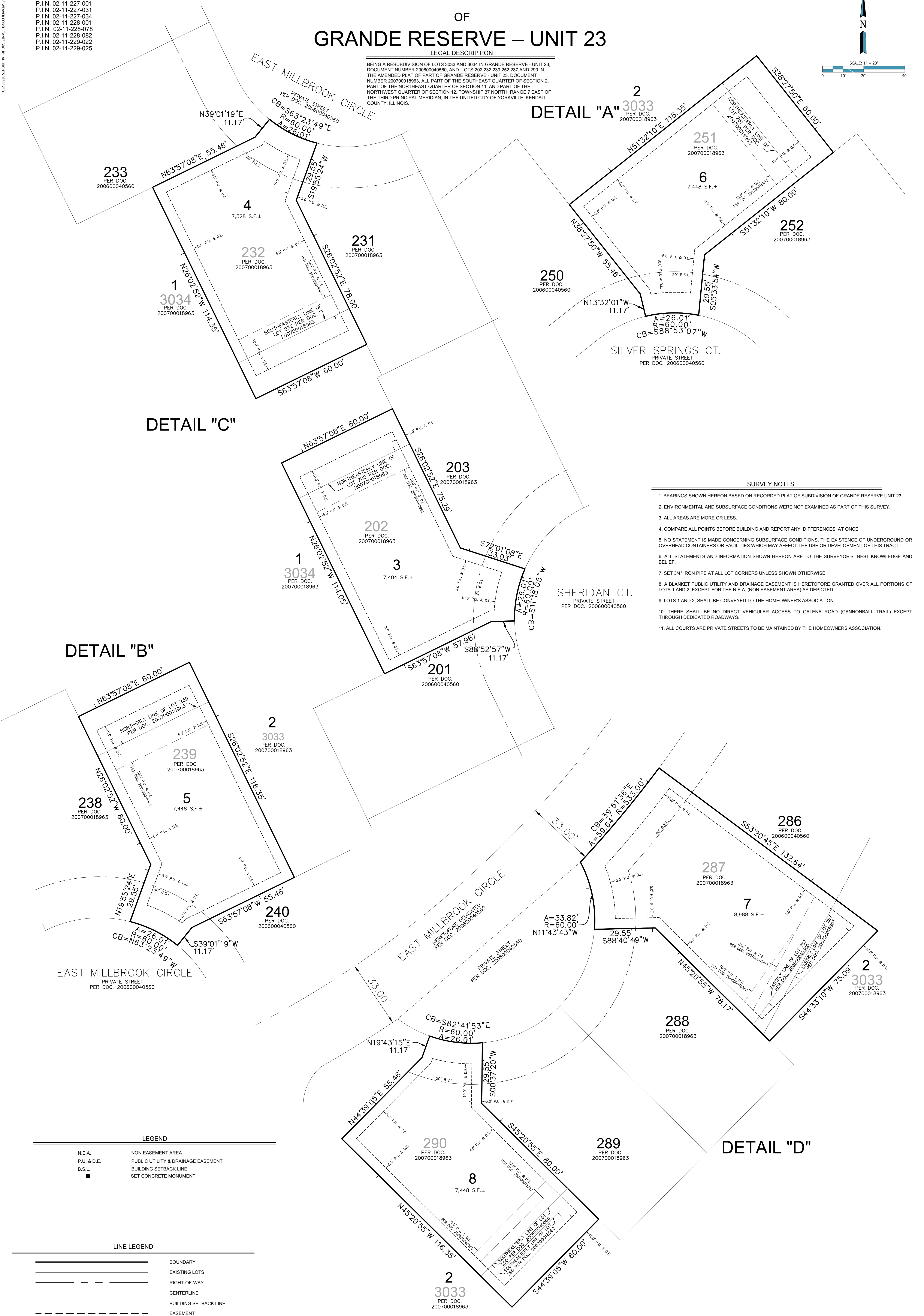
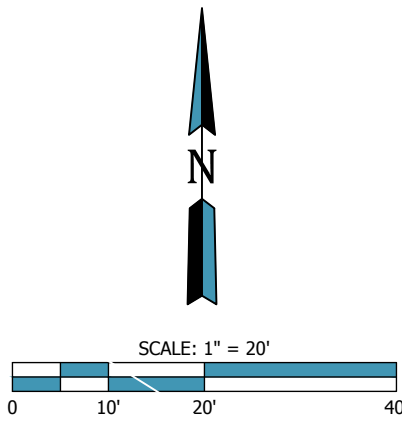
P.I.N. 02-11-227-001
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P.I.N. 02-11-229-025

RESUBDIVISION OF LOTS 202, 232, 239, 251, 287, 290, 3033 AND 3034

OF GRANDE RESERVE – UNIT 23

LEGAL DESCRIPTION

BEING A RESUBDIVISION OF LOTS 3033 AND 3034 IN GRANDE RESERVE - UNIT 23, DOCUMENT NUMBER 200600040560, AND LOTS 202, 232, 239, 252, 287 AND 290 IN THE AMENDED PLAT OF PART OF GRANDE RESERVE - UNIT 23, DOCUMENT NUMBER 200700018963, ALL PART OF THE SOUTHEAST QUARTER OF SECTION 2, PART OF THE NORTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



SURVEY NOTES

1. BEARINGS SHOWN HEREON BASED ON RECORDED PLAT OF SUBDIVISION OF GRANDE RESERVE UNIT 23.
2. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
3. ALL AREAS ARE MORE OR LESS.
4. COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE.
5. NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS, THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. ALL STATEMENTS AND INFORMATION SHOWN HEREON ARE TO THE SURVEYOR'S BEST KNOWLEDGE AND BELIEF.
7. SET 3/4" IRON PIPE AT ALL LOT CORNERS UNLESS SHOWN OTHERWISE.
8. A BLANKET PUBLIC UTILITY AND DRAINAGE EASEMENT IS HERETOFORE GRANTED OVER ALL PORTIONS OF LOTS 1 AND 2, EXCEPT FOR THE N.E.A. (NON EASEMENT AREA) AS DEPICTED.
9. LOTS 1 AND 2, SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION.
10. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO GALENA ROAD (CANNONBALL TRAIL) EXCEPT THROUGH DEDICATED ROADWAYS.
11. ALL COURTS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LEGEND

- | | |
|-------------|------------------------------------|
| N.E.A. | NON EASEMENT AREA |
| P.U. & D.E. | PUBLIC UTILITY & DRAINAGE EASEMENT |
| B.S.L. | BUILDING SETBACK LINE |
| ■ | SET CONCRETE MONUMENT |

LINE LEGEND

- | | |
|-------|-----------------------|
| ————— | BOUNDARY |
| ————— | EXISTING LOTS |
| ————— | RIGHT-OF-WAY |
| ————— | CENTERLINE |
| ————— | BUILDING SETBACK LINE |
| ————— | EASEMENT |

SHEET 2 OF 3
DATE: 10/04/2018
REV: 3664-316-09
DOC: PLAT OF SUBDIVISION

Weaver Consultants Group
NAPERVILLE, ILLINOIS 60563
(630) 717-4848
WWW.WCGRP.COM

No.	DATE	REVISION DESCRIPTION
1	2/4/2019	REVISION SUBDIVISION NAME
2	02/27/19	REVISION SUBDIVISION NAME
3	03/08/19	PER CITY ENGINEER REVIEW

RESUBDIVISION OF LOTS 202, 232, 239, 251, 287, 290, 3033 AND 3034 OF GRANDE RESERVE – UNIT 23
YORKVILLE, ILLINOIS

PREPARED FOR
NVR RYAN HOMES
850 E. DIEHL ROAD
SUITE 120
NAPERVILLE, IL 60563

- ☒ DRAFT
☐ RELEASED FOR BID
☐ APPROVED FOR CONSTRUCTION
☐ CLIENT APPROVAL BY: _____

P.I.N. 02-11-227-001
P.I.N. 02-11-227-031
P.I.N. 02-11-227-034
P.I.N. 02-11-228-001
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OWNERS CERTIFICATE

STATE OF _____)
) S.S.
COUNTY OF _____)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED ON THE ATTACHED PLAT AND HAS (HAVE) CAUSED THE SAME TO BE SURVEY, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED THEREON, AND DOES HERBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

WITNESS MY (OUR) HAND AND SEAL AT _____, _____

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

OWNER (SIGNATURE) OWNER (PRINTED NAME)

NOTARY'S CERTIFICATE

STATE OF _____)
) S.S.
COUNTY OF _____)

I, _____, NOTARY PUBLIC IN AND FOR THE STATE

AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____

AND _____, PERSONALLY KNOW TO ME TO BE THE SAME 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.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

OWNERS CERTIFICATE

STATE OF _____)
) S.S.
COUNTY OF _____)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED ON THE ATTACHED PLAT AND HAS (HAVE) CAUSED THE SAME TO BE SURVEY, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED THEREON, AND DOES HERBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

WITNESS MY (OUR) HAND AND SEAL AT _____, _____

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

OWNER (SIGNATURE) OWNER (PRINTED NAME)

NOTARY'S CERTIFICATE

STATE OF _____)
) S.S.
COUNTY OF _____)

I, _____, NOTARY PUBLIC IN AND FOR THE STATE

AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____

AND _____, PERSONALLY KNOW TO ME TO BE THE SAME 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.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
) JSS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.

CITY ADMINISTRATOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) JSS
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.

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

THIS _____ DAY OF _____, 20____.

COUNTY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.

CITY ENGINEER

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) JSS
COUNTY OF KENDALL)

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

ON THE _____ DAY OF _____, 20____

AT _____ O'CLOCK ____ M.

RECORDER OF DEEDS

KENDALL COUNTY RIGHT TO FARM STATEMENT

NOTICE:

KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR - A1, OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMCAST CABLE COMMUNICATIONS, INC. (CABLE TV), COMMONWEALTH EDISON COMPANY, AND SBC ILLINOIS (TELEPHONE), GRANTEES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUND AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "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 OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE THE IMPROVEMENTS THEREON OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES FACILITIES OR IN UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF 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 SECTION 2 (E) OF "AN ACT IN RELATION TO CONDOMINIUMS", ILLINOIS REVISED STATUTES, CH. 30, PAR 302 (E), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL, OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS, OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH 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" INCLUDES 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 OR RETENTION POND, OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER UPON WRITTEN REQUEST.

PUBLIC UTILITY AND DRAINAGE EASEMENT

EASEMENT PROVISIONS

A PERPETUAL EASEMENT, DESIGNATED FOR OVERHEAD, UNDERGROUND, AND SURFACE PUBLIC UTILITIES AND DRAINAGE, ARE HEREBY RESERVED FOR, AND GRANTED TO, VILLAGE OF WHEELING, COMMONWEALTH EDISON COMPANY, COMCAST CABLE COMMUNICATIONS, INC. (CABLE TV), NICOR GAS, AND SBC ILLINOIS (TELEPHONE) THEIR SUCCESSORS AND ASSIGNEES, IN ALL PLATTED EASEMENT AREAS, STREETS, AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT. SAID EASEMENTS SHALL BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF ANY AND ALL PUBLIC UTILITIES, DRAINAGE LOCALITIES AND RELATED APPURTENANCES IN, OVER, ACROSS, ALONG AND UPON THE SO DESIGNATED PROPERTY.

SAID EASEMENT SHALL INCLUDE THE RIGHT TO ENTER THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT WITHOUT LIABILITY TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS, STRUCTURES OR DEVICES WITHIN THE DESIGNATED EASEMENT PROPERTY AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT CONSENT OF GRANTEES, NO BUILDINGS, STRUCTURES OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED, PLANTED, OR PLACED IN ANY SUCH EASEMENT AREA, STREETS, OR OTHER PUBLIC WAYS OR PLACES, NOR SHALL ANY OTHER USES BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

SUCH EASEMENTS SHALL FURTHER BE FOR THE PURPOSES OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS, ELECTRIC, TELEPHONE, CABLE T.V., WATER MAINS, SANITARY AND STORM SEWERS, AND SHALL INCLUDE THE RIGHT TO OVERHANG ALL LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, BUT SUCH AERIAL SERVICE WIRE SHALL NOT PASS THROUGH PERMANENT IMPROVEMENTS ON SUCH LOTS.

SUCH EASEMENTS SHALL SURVIVE THE VACATION BY PROPER AUTHORITY OF ANY STREETS AND OTHER PUBLIC WAY AND PLACE SHOWN ON THIS PLAT, UNLESS OTHERWISE EXPRESSLY MENTIONED IN THE ORDINANCE OF VACATION.

SURVEYOR'S CERTIFICATE

STATE OF _____)
) S.S.
COUNTY OF _____)

THIS IS TO CERTIFY I, KURT K. APER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3265, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

BEING A RESUBDIVISION OF LOTS 3033 AND 3034 IN GRANDE RESERVE - UNIT 23, DOCUMENT NUMBER 200600040560, AND LOTS 202,232,239,252,287 AND 290 IN THE AMENDED PLAT OF PART OF GRANDE RESERVE - UNIT 23, DOCUMENT NUMBER 200700018963, ALL PART OF THE SOUTHEAST QUARTER OF SECTION 2, PART OF THE NORTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

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

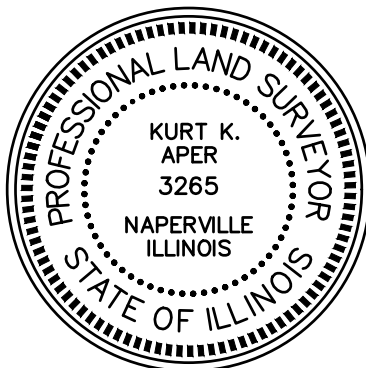
I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM 17093C0035H, DATED 1/08/2014. ALL OF THE PROPERTY IS LOCATED IN ZONE X, AREAS OF MINIMAL FLOOD HAZARD.

I FURTHER CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET AND I HAVE DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (765 ILCS 205/). THE EXTERIOR SUBDIVISION MONUMENTS HAVE BEEN SET AND INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT (SECTION 1270-56 OF THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT OF 1989)

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

GIVEN UNDER MY HAND AND SEAL AT NAPERVILLE, ILLINOIS, THIS 2ND DAY OF JANUARY 2019.

PROFESSIONAL LAND SURVEYOR NUMBER 3265,
LAND SURVEYOR LICENSE EXPIRES NOVEMBER 30, 2020.
DESIGN FIRM NUMBER 184004465
THIS SURVEY CONFORMS TO THE CURRENT ILLINOIS STANDARD
FOR A BOUNDARY SURVEY.



No.	DATE	REVISION DESCRIPTION
1	2/4/2019	REVISION SUBDIVISION NAME
2	2/4/2019	ADDITIONAL OWNERS CERTIFICATE
3	02/27/19	REVISION SUBDIVISION NAME
4	03/08/19	PER CITY ENGINEER REVIEW

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. _____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING THE FINAL PLAT OF RESUBDIVISION OF LOTS 202, 232, 239, 251, 287, 290,
3033 AND 3034 OF GRANDE RESERVE – UNIT 23**

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 approved Resolution 2006-61 entitled, *RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLATS OF SUBDIVISION FOR GRANDE RESERVE UNIT 23* adopted July 11, 2006 that was recorded with the Kendall County Recorder’s office on December 15, 2006 as Document Number 200600040560; and,

WHEREAS, The *AMENDED PLAT OF PART OF GRANDE RESERVE – UNIT 23* was recorded with the Kendall County Recorder’s office on June 18, 2007 as Document Number 200700018963; and,

WHEREAS, NVR doing business as Ryan Homes (the “Developer”) has filed an application for final plat approval of the resubdivision of Lots 202, 232, 239, 251, 287, 290, 3033 and 3034 of Grande Reserve – Unit 23 (the “Subject Property”); and,

WHEREAS, the Planning and Zoning Commission convened and held a public meeting on the 13 day of March, 2019, to consider the resubdivision of the Subject Property after publication of notice; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 3 and 4 of the Yorkville Subdivision Control Ordinance and made a recommendation to the Mayor and City Council (“the Corporate Authorities”) for approval of the resubdivision.

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 and authorize the execution of the *FINAL PLAT OF RESUBDIVISION OF LOTS 202, 232, 239, 251, 287, 290, 3033 AND 3034 OF GRANDE RESERVE – UNIT 23* prepared by Weaver Consultants Group, Naperville, Illinois dated last revised March 8, 2019, attached hereto and made a part hereof by reference as Exhibit A, for the resubdivision of the Subject Property, legally described as:

BEING A RESUBDIVISION OF LOTS 3033 AND 3034 IN GRANDE RESERVE – UNIT 23 DOCUMENT NUMBER 200600040560, AND LOTS 202, 232, 239, 251, 287 AND 290 IN THE AMENDED PLAT OF PART OF GRANDE RESERVE – UNIT 23, DOCUMENT NUMBER 200700018963, ALL PART OF THE SOUTHEAST QUARTER OF SECTION 2, PART OF THE NORTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,

with Property Index Numbers of:

**02-11-227-001
02-11-227-031
02-11-227-034
02-11-228-001
02-11-228-078
02-11-228-082
02-11-229-022
02-11-229-025**

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 _____, 2019.

CITY CLERK

CARLO COLOSIMO _____
JACKIE MILSCHEWSKI _____
CHRIS FUNKHOUSER _____
SEAVER TARULIS _____

KEN KOCH _____
ARDEN JOE PLOCHER _____
JOEL FRIEDERS _____
JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____
day of _____ 2019.

MAYOR



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

Agenda Item Number

City Council Report #1

Tracking Number

ADM 2018-88

Agenda Item Summary Memo

Title: Sale of 111 W. Madison Street (Old Jail)

Meeting and Date: City Council – April 23, 2019

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N / A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: April 18, 2019
Subject: Old Jail Proposals

Summary

Review of two proposals submitted for the Old Jail.

Background

Two proposals were received for the Old Jail and both were opened and read aloud at the March 26th City Council meeting. The City staff was asked to review both proposals and bring back an analysis of each proposal to City Council. Steve Raasch, Facilities Manager, has prepared a detailed memo summarizing both proposals and noting differences between each proposal and City staff opinion of various matters. That memo is attached subsequent to this memo. As part of the review of the line-item project budget submitted by Peter McKnight, staff was able to produce a side-by-side cost estimate spreadsheet (i.e. proposed cost estimate vs. staff opinion). That spreadsheet is also attached. Because Imperfect Angels did not submit a line-item project budget, we did not produce an analysis. Given the high-level narrative of both proposals, we can somewhat assume that Imperfect Angel's project budget should be similar to the McKnight proposal. Accordingly, we will discuss our project cost estimates with each proposer. If we hear back from each proposer before the meeting, we will circulate their response.

City staff researched both proposer's past projects and references:

Jetara Perry, Imperfect Angels proposal

Proposal Summary

- 1) Purchase the building from the City for \$500
- 2) Commit to \$250,000+ in building improvements
- 3) Mixed use building redevelopment – commercial, non-profit, and residential components
- 4) Commercial tenants not disclosed by name
- 5) Request for an undisclosed amount of TIF assistance

From Imperfect Angels' website, the organization is described as follows:

“ Imperfect Angels Organization is a 501(c)(3) organization founded February 29, 2016. Our mission is to empower, educate, unify and inspire young women to make valuable choices in their lifetime, to assist them through their adolescent challenges by providing helpful resources and tools to guide and help them, and provide the positive influence every young woman need to meet the challenges of adolescence and adulthood to achieve her full potential.

Jetara Perry and Laura Bermudez, as residents of the Naperville/Aurora area, started this organization to help the young women of our community and the community itself. Despite the natural challenges young women face in their adolescent years, we noticed that the influences of today's world are making this time in the young women lives more difficult to stay positive and make the best choices. So, we created this program as an additional way for the young women that wish to give back and become a better person on their journey into womanhood, and to assist them in building a successful future.

Imperfect Angels Organization is a program that is in direct response to the growing number of young women that are expressing interest in being a better person, showing negative signs of destructive habits to parents and loved ones, falling through the cracks at school or are already entangled with the juvenile court system. The goal of the program is to identify young individuals who need assistance in their transition to adulthood and offer a positive support system to avoid the risks that can change their lives for the bad. The focus is slightly different at each level but the goal remains the same; empower the young women to make positive changes and decisions in their life.

A copy of City staff's follow up questions to Imperfect Angels is attached. We asked for past project references; Imperfect Angels is a developer startup but their technical team has done multiple relevant construction projects. We asked for status of potential tenants; tenants are established businesses in Yorkville and Plano, except for the auto detailing business which is a startup. We asked for evidence of grant submissions or a narrative on likelihood of grant award; they could not provide because the grants all require the organization to own the property, but the group does have two volunteer grant writers researching opportunities and preparing materials. We asked for a reference at the Aurora Police Department(APD); two names were given, and staff ended up talking to Officer Skyk Calise. Officer Calise reported the following:

- Jetara has been great to work with
- Jetara's organization does rent space from APD, but also partners with APD on various events and initiatives
- Jetara's organization hosts a Back to School Bash every year, where members of the APD attend the event and volunteer to help the organization pass out school supplies¹
- Jetara's organization and participants help the APD in their community policing efforts
- The organization's participants have joined the APD's outreach program titled "Girls Run the World"²
- APD heard about the organization first, and reached out to the organization to do some program outreach
- Participants in the organization had previously had limited police interaction, and have since opened up to the police since their involvement in the program

¹ <https://www.chicagotribune.com/suburbs/aurora-beacon-news/lifestyles/ct-abn-imperfect-angels-st-0808-20170807-story.html>

² <https://www.dailyherald.com/news/20180510/new-aurora-5k-helps-girls-run-the-world>

Peter McKnight and Cary D. Coles proposal

Proposal Summary

- 1) Purchase the building from the City for 1,000
- 2) Commit to \$480,000+ in building improvements
- 3) Mixed use building redevelopment – commercial and residential components
- 4) Commercial tenants unknown and to be determined later based on a number of factors
- 5) Request for an undisclosed amount of TIF assistance
- 6) Statement of financing likelihood included

Both Peter and Cary provided evidence of an extensive project history in the original proposal and follow-up email. Peter provided street addresses for the two recent residential renovation projects in Spartanburg, SC. Both projects were able to be corroborated with publicly available information. Both projects were bought for under \$50,000, renovated, and sold for over \$100,000 each. Follow up questions asked for a list of commercial projects completed by the team; a list of Cary Coles backed-projects, including business names, was provided. Staff did not independently verify these projects were completed or to what involvement the team had in them. Links to a Nicaragua based construction company are included in the follow up (McKnight), and a high-end luxury townhome rental in Chicago (Coles).

Recommendation

This is an informational item at this time. Staff requests feedback and direction from the City Council as to whether any additional information is needed, whether one proposal is preferred over the other, and/or any requested next steps in the process. Potential options for the decision making process could involve more staff-level discussions on potential TIF incentives and potential tenants. Both candidates have been forwarded this memo and the comparison of the project budget between the McKnight proposal and the City cost estimate. Both candidates have been asked to review the cost estimate comparison and provide additional information as to whether they agree or disagree with the City's information. Both candidates have been given the meeting date and time, but as of packet creation have not yet confirmed their attendance at the meeting.



Memorandum

To: Bart Olsen
From: Steve Raasch, Facilities Manager
CC: Kristi J. Barksdale-Noble, Community Development Director
Carri Parker, Purchasing Manager
Date: April 2, 2019
Subject: Old Jail RFP Review

Summary

Bid Review of the Public Bid Opening for the Old Jail Sale/Development Proposal

Background

On July 24, 2018, staff presented the Old Jail Demolition and Site Restoration RFP bid summary to the City Council. At that time, residents and council members voiced interest in trying to save the building. The City Council decided to table the demolition discussion until the October 9, 2018 City Council Meeting, to allow the Yorkville Historic Preservation Society, time to obtain funding and submit a proposal for the restoration of the building. On October 9, 2018, the Yorkville Historic Preservation Society presented their proposal for the restoration of the Kendall County's Historic Jail. At the City Council meeting, the City Council directed staff to move towards the sale of the building. At the Administration Committee meeting on October 17, 2018 the committee reviewed some proposed terms for the sale of the building and directed staff to finish the RFP for approval at the future City Council meeting. The draft RFP was presented to the City Council at the November 27, 2018 City Council meeting, and the City Council approved the RFP. The RFP was published on November 30, 2018, and the proposals were due by 4:00pm on March 26, 2019. Two (2) proposals were received from, Imperfect Angels Organization and Peter McKnight & Cary Coles. The public bid opening took place at the March 26, 2019 City Council meeting.

Construction Budget Analysis of Proposals

The City of Yorkville received two (2) formal proposal from the Old Jail Sale/Development RFP published on November 3, 2018. This analysis is for the planned use, potential expenses to the City, construction costs and environmental components of each proposal. Presently, the property does not have any historical landmark status, but the Yorkville Historic Preservation Society has stated that they are in the process of submitting an application. If some type of historical landmark status were obtained, this could result in higher restoration costs based on the type of historical status it receives.

Peter McKnight and Cary Coles

This proposal includes the planned use of two (2) commercial units on the first floor and two (2) residential units on the second floor. The proposal estimates a construction duration of 11 months. The estimated construction budget was listed as \$480,224, but their detailed cost estimates totaled \$526,225. Based on actual quotes received by City staff previously for some of these items, staff estimates the total construction and environmental costs to be \$730,000 for this project. This cost estimate includes actual quotes and estimates for some items that were not listed in the McKnight & Cole Proposal.

This proposal would be eligible for TIF funding. The initial proposal does not request any additional funding from the City at this time.

Imperfect Angels Organization

This proposal includes the planned use of: Original Building – Studio suites on the first floor for small businesses. The second floor to be used as a shelter/resource center for women in hardships, as well as a community center. Building Addition – The first floor will be used for a new detailing/car wash business. The second floor would be used as a 2-3-bedroom residential rental unit. The proposal estimates a construction duration of 24 months. The estimated construction budget was listed as \$250,000 with a cost of \$5,000 listed as other. This proposal did not include detailed cost estimates for construction but based on actual quotes received by City staff previously for some of these items, staff estimates the total construction and environmental costs to be \$730,000 for this project. This cost estimate includes actual quotes and estimates since the Imperfect Angels Organization Proposal did not include a detailed budget.

This proposal would be eligible for TIF funding. The initial proposal requests that the City pay for the following items. The cost of all Hazardous materials in the building, Estimated cost, based on quotes previously received by staff, \$61,400. They also requested that the City participate with all renovation needs for sidewalks, fire suppression, sewer concerns, water connections, and improvements needed regarding street right of way that may be needed later. Until a final plan is formulated, staff is reluctant to provide cost estimates for these items.

Peter McKnight & Cary Coles Budget Comparison

Construction Budget (Preliminary)

Pre-construction Phase	McKnight Budget	City Estimates	Comments
Immediate protection of roof (tarping)	\$3,500	\$7,410	It was determined by 2 local roofing companies, that a tarp cannot be installed until some of the roof structure is replaced. Ariel Roofing submitted the cost listed in the city estimate
Site Protection (grounds & building)	\$1,800	\$1,800	
Erect Construction fencing & barricades	\$3,500	\$3,500	
Temporary Utilities	\$1,500	\$1,500	
Portable site sanitation (rental)	\$2,400	\$2,400	

Construction Phase: Exterior

Environmental Remediation: Asbestos	\$5,000	\$5,000	Based on a quote from Holian Asbestos for the total abatement, and lead removal for \$49,400 which does not include environmental project management or air quality testing which is required. (Estimate of \$12,000)
Environmental Remediation: Lead Based Paint	\$10,000	\$10,000	Based on a quote from Holian Asbestos for the total abatement, and lead removal for \$49,400 which does not include environmental project management or air quality testing which is required. (Estimate of \$12,000)
Demolition	\$18,000	\$18,000	
New Roof	\$30,000	\$30,000	
Fascia, Downspouts, Misc	\$8,000	\$8,000	
Masonry Repairs	\$20,000	\$54,310	Quote provided by Chicago Tuckpointing
New Windows	\$40,000	\$40,000	
Exterior Doors	\$11,000	\$11,000	
Exterior Concrete Work	\$8,000	\$8,000	

Construction Phase: Interior

Mechanical Phase			
<u>Electrical</u>			
Electrical Service Updates	\$30,000	\$30,000	
Commercial Space Electrical	\$10,000	\$15,000	My estimate is based on the residential part not being listed.
HVAC (residential portion)	\$20,000	\$20,000	
HVAC (commercial space)	\$10,000	\$10,000	
Basement HVAC	TBD	\$30,000	Since the boiler is presumed to have asbestos fire brick, this will need to be replaced. They will need engineering to design the new system.
<u>Plumbing</u>			
Residential	\$30,000	\$30,000	
Commercial	\$30,000	\$30,000	
New H2O Service	\$10,000	\$10,000	

Interior Finish Phase

Rough Carpentry	\$10,000	\$10,000	
Finish Carpentry	\$10,000	\$10,000	
Finish Plumbing	\$10,000	\$10,000	
Finish Electrical	\$4,000	\$4,000	
Flooring	\$30,000	\$30,000	
Drywall	\$50,000	\$50,000	
Insulation	\$10,000	\$10,000	
Paint	\$7,000	\$7,000	
Environmental Remediation: Asbestos	Not included	\$30,000	Based on a quote from Holian Asbestos for the total abatement, and lead removal for \$49,400 which does not include environmental project management or air quality testing which is required. (Estimate of \$12,000)
Environmental Remediation: Lead Based Paint	Not included	\$16,400	Based on a quote from Holian Asbestos for the total abatement, and lead removal for \$49,400 which does not include environmental project management or air quality testing which is required. (Estimate of \$12,000)
Minor structural concerns	Not included	\$2,500	These items were noted in Bergland Construction's report: Residential 1st floor settling in the SW corner of the front room and a temporary post in the kitchen.

Misc.

Porches	\$5,000	\$5,000	
Contingency	\$20,000	\$40,000	Based on the potential unplanned items thay may be found, and code updates, based on the final approved use.

Fees

General Contractor Fees	\$49,525	\$49,525	
General Conditions	\$15,000	\$15,000	
Insurance	\$3,000	\$3,000	

McKnights Original Budget showed \$480,224
in their RFP Submission

Totals \$526,225 \$668,345



Proposal to Purchase

111 West Madison Street, Yorkville IL 60560

By:

Imperfect Angels Organization
422 Park Ridge Lane, Unit B
Aurora, IL 60504

Contact Person:

Jetara Perry

jetaraperry@imperfectangels.org

office: 630-723-6224 cell: 630-281-0750

www.imperfectangels.org

Years in Business: 3

Our Team

Jetara Perry – Executive Director
Addie Forth – Coordinator of Activities and Events
Laura Bermudez – Human Resources
Chrystie Kovalev – Funding Advisor
Jermaine Brown – Janitorial
Jeanice Webb – Secretary

Other Positions

Part-Time Receptionist – TBD
Volunteers for Center - TBD
Architect – TBD
Contractor – TBD
Appraiser – TBD
Electrician & Plumber – TBD
HVAC - TBD
Business – Prospects - TBD

PROJECT

Vision

Our vision for this property is to purchase the property and land to redevelop the building into a multi-purpose commercial building. The first floor of the main building will consist of studio suites available for small-businesses to lease to provide their products and/or services in a safe and secure environment. The second floor of the building will be used as a shelter/resource center for women in hardships, as well as a community center for residents and city representatives to use. The attached structure to the original building will be used as a new detailing/car wash business on the ground floor and the second floor will be rehabilitated as a residential 2- or 3- bedroom rental unit.

Commercial Suites

During our research we have found this business option to be very beneficial for this location. We have had the opportunity to meet with many perspective leaseholders for the suites to discuss the possibility of their businesses being transferred to this location upon signing a minimum of 5-year lease agreement. Having the different small-businesses in one building will bring great revenue to the city but more importantly bring convenience to the Yorkville residents to have many of their wants and needs available all under one roof. We are currently working with insurance agents, hair salon owners, restaurant owners and massage therapists.

Community/Resource Center

Imperfect Angels Organization was founded in February of 2016 with a mission to help youth and women reach their full potential. We have grown substantially over the years in our youth program for young girls that helps them with interpersonal skills, business basics, college preparation and more. We have shown over a 30% increase in GPAs, increase in college acceptance and high school graduation rates over the past 3 years. Currently we are based out of the Aurora Police Department, but our vision for the future success of our organization extends way further than our position today.

Our plans for the community center will include but not limited to, a health and wellness room for members to use for individual exercising and attend classes that will be conducted for health and wellness needs. We plan to have meeting rooms available for the use of the city representatives and/or instructors that will volunteer to host seminars and educational classes to the members on credit counseling, business, budgeting, technology innovation and more.

After surveying and conducting interviews with many of the Yorkville residents, we have shown an abundance of concern with the youth of Yorkville not having a safe environment to come to during their free time. We will have specialized rooms for the youth and young adults to use as well, such as a WI-FI Homeroom they can come to get tutoring, work on homework individually or with peers which will also include a small sound padded game room, an art room for projects filled with supplies for use, trade rooms for high school students and adults that will have a volunteered facilitator that is certified and trained to give instructional classes on different trades that are available in today's industry and a music room.

Last, we will have a reception area that women with hardships can come to get assistance. We will have connections with many of the surrounding organizations that provide

food, clothing, shelter, monetary assistance and more to become a referral site for these women to become a stepping stone in their time of need. In this area we will also allow them access to get assistance with resume writing, job-seeking and budgeting with one of our trained facilitators or staff member to build an individual plan for their success in self-sufficiency and stability.

Attached Structure

We will rehab the rental property on the second floor to provide a residence for a new or current Yorkville family at an affordable rate. The ground level will be changed from a garage to a small-business commercial suite. With the summer being the peak of the Yorkville downtown area, we want to give the visitors and residents businesses that provide them with their everyday wants and needs while visiting the downtown area as well as bring in great revenue streams for the City of Yorkville as well.

Site Plan

*Please see attached sheets

Additional Information & Requests

- We already have business owners interested in renting the commercial spaces listed
- We have surveyed residents throughout the City of Yorkville to determine the most beneficial factors needed for their community
- We are requesting the City to cover the costs for all Hazardous materials in the building
- We are requesting the City to participate with all renovations needed for sidewalks, fire suppression, sewer concerns, water connections, and improvements needed regarding the street right-of-way that may be needed later
- We request for the City to approve the right to occupy the parts of the building that will be renovated, brought up to code and rehabbed during each off the phases of our construction plan prior to the actual completion date

**All final requests for City of Yorkville participation of this project will be given with final Purchase Request upon approval of this proposal*

Financials

Budget:

Purchase Price: \$500

Rehab Costs: \$250,000+ (estimated)

Other: \$5,000

Planned Financial Assistance

TIF assistance - Yorkville

Tax-Credit Assistance Programs (If applicable)

Grants

Landmarks of Illinois – 50/50 Grant

Cynthia Woods Mitchell Fund

National Trust Preservation Fund

Save America's Treasures Grant Program

Housing Preservation Grant Program
Historic Preservation Fund
National Institute of Food and Agriculture
Home Depot Foundation
Fidelity Foundation
Coca Cola Foundation
Duke Energy
Alcoa
TJX Foundation
Harry and Jeanette Weinberg Foundation

After-School Matters
3M
Emerson Foundation
Bank of America
Allstate Foundation
Exxon Mobile
Ecolab Foundation & more...

Sponsors

Mutual Ground
MooseHeart
Hesed House
Local Organizations and Businesses

5-year business Pro Forma, post completion

*Please see attached sheets

Construction Timeline (from agreed start date)

Phase One: Agreed Start Date – 6 Months

During this phase we will be conducting the immediate repairs and protective services for the building to prevent further damage and get the building up to code. This will consist of the city participation that is requested above, inspections and gaining all licensing and permits needed at the city and county level.

Phase Two: Month 6 – Month 12

During this phase we will be working on the attached structure, currently the garage and second floor apartment, which will be rehabbed and rented out to generate the first revenue streams of the project for cash flow to start. This phase will also include the ground keeping around the location such as the sidewalk renovations, landscaping, etc.

Phase Three: Month 12 - Month 18

During this phase we will be completing the first floor of the main building to prepare the commercial suites per contracts with business owners. Upon completion we will be able to move-in businesses and start those additional revenue streams.

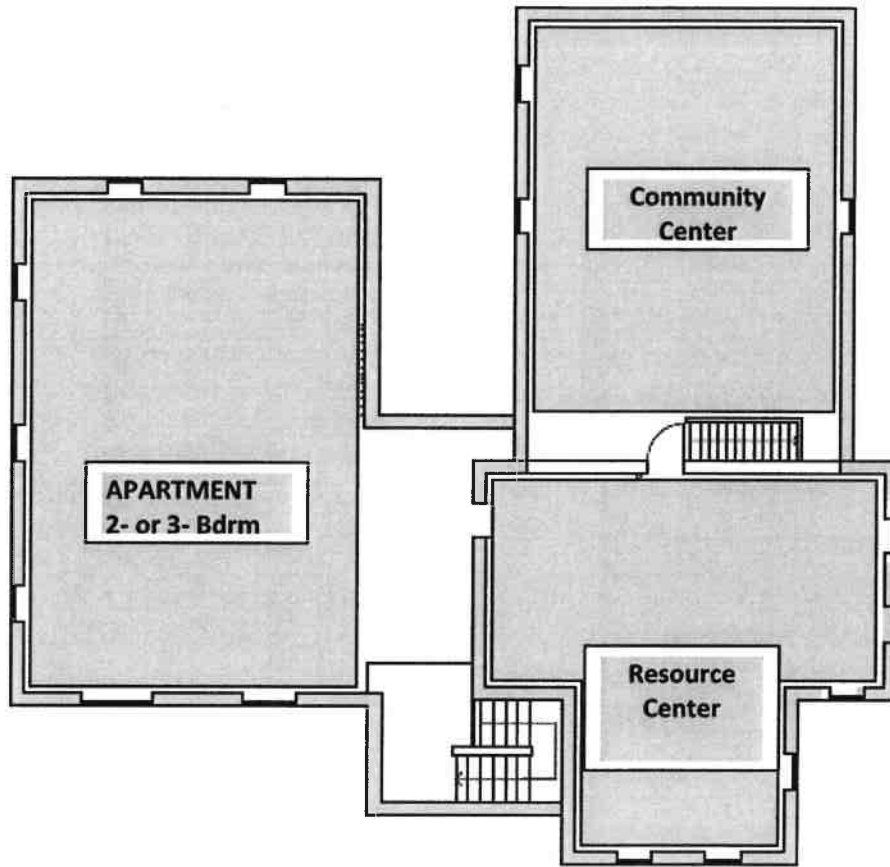
Phase Four: Month 18 – Month 24

In this last phase we will be completing the second level of the main building for the community and resource center. This will be the final of the current project as the third floor will be used as storage until future use is needed.

*Any and all part of this proposal are subject to change

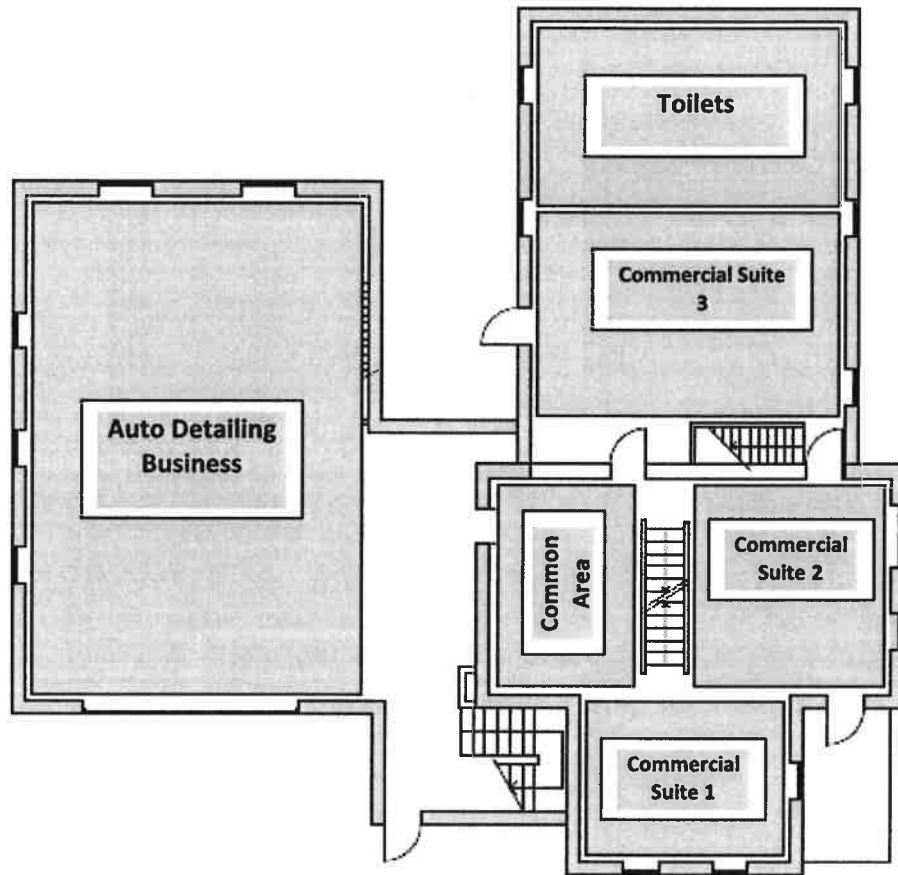
Site Plan

2nd Floor – Main Building



Site Plan

1st Floor – Main Building





Imperfect Angels
Because Every Child is My Own Sister

Financial Overview

Below is a structured list of the intended funding for the initial construction costs to the property at 111 W Madison Street, Yorkville IL, by our current sponsors, supporters and grantors. Our starting budget goal is \$174,000. We currently have \$14,029 in hand.

- *Ecolab Foundation - This foundation has funded our program for the last 2 years to sustain our program and events. Their funding just increased by 15% due to our increase of community involvement we have presented.*
- *Walmart Community Grants - We currently get \$1,500 per year from this fund for our program at the scale we are currently at, but due to the large increase in reach we will have with this center in Yorkville, Walmart has approved us the availability to apply for an increase which grants up to \$5,000 per year.*
- *Home Depot Foundation - One of our staff members have been in contact with a representative for this grant program regarding this project and they have expressed great enthusiasm in assisting with a large donation of materials and supplies needed.*
- *Lowe's Community Partners Grant Program - This program will also be a great grant opportunity for this project and has no cap on amount willing to contribute. The Lowe's Foundation was presented without proposal and expressed interest in our project per application being submitted after we retain ownership of the property.*
- *Community Foundation of Fox River Valley - We have a pledged amount of \$1,000 from this group to put towards repairs.*
- *Landmarks of IL - We have a pledged amount of at least \$5,000 on a 50/50 grant for the Roof repairs.*
- *Yorkville Fundraising Fund - We will request the balance of the Yorkville fundraiser that was conducted to help sustain this building.*
- *Donations/Fundraisers - The Imperfect Angels staff have started preparations for fundraisers and events to be held upon gaining ownership of this property to assist with repairs. These are expected to bring a minimum of \$20,000 to this cause.*
- *Bank Loans - The President of Imperfect Angels have sat with a commercial banker at Naperville Bank and Trust to discuss options on financing any leftover amounts needed beyond our strategies for donations, fundraisers and grants. The bank is very impressed with our project and looks forward to working with us if it is needed.*

- *Additional Grants – We have many other not-for-profit organizations that are partnering with us on this project should we gain ownership of the building. This will allow us additional capabilities of additional grants found to assistance in a success project completion.*
- *Please also refer to the proposal for additional grant opportunities that we have found and Imperfect Angel's project would qualify for. We expect to take advantage of all opportunities afforded to us.*

Please feel free to reach out to Imperfect Angels with any questions, as we look forward to hearing from you soon!

Sincerely,

Jetara Perry

President/Director

Imperfect Angels Organization

Office: 630-723-6224 Cell Phone: 630-281-0750

Em: jetaraperry@imperfectangels.org

WWW.ImperfectAngels.ORG

For donations, please visit our fundraiser below...Thank You!

https://www.gofundme.com/2019-college-tourhigh-school-girls?sharetype=teams&member=1057642&rcid=r01-15414743007-1df5af7e960c4ad6&pc=ot_co_campmgmt_m

"YORKVILLE

111 W. Madison St, Yorkville IL Project Yr 2021 - Yr 2026

*Financial Statements in U.S. Dollars

Revenue

Donations	\$ 24,000.00	
Grants	\$ 50,000.00	
Auto Detailing Business	\$ 49,920.00	
Rental Property - Apartment	\$ 15,600.00	
IA Community/Resource Center	\$ 48,000.00	Average of 500 members per month
Commercial Suite 1	\$ 9,300.00	
Commercial Suite 2	\$ 9,300.00	
Commercial Suite 3	\$ 11,700.00	
Gross Sales	\$ 217,820.00	
Less: Sales Returns and Allowances	\$ 4,992.00	
Net Sales		\$ 212,828.00

Expenses

Advertising	\$ 4,200.00	
Community/Resource Center	\$ 17,000.00	
Bank Loan Payments	\$ 12,600.00	
Bank Charges	\$ 1,320.00	
Contract Labor	\$ 3,600.00	
Dues and Subscriptions	\$ 2,793.00	
Insurance	\$ 2,400.00	
Legal and Professional Fees	\$ 4,200.00	
Licenses and Fees	\$ 3,500.00	
Miscellaneous/Reserves	\$ 6,000.00	
Office Expense	\$ 750.00	
Payroll Taxes	\$ 3,397.00	
Repairs and Maintenance	\$ 1,800.00	
Supplies	\$ 2,400.00	
Telephone/Cable/Internet	\$ 3,600.00	
Taxes	\$ 3,687.00	
Utilities	\$ 9,000.00	
Wages	\$ 68,640.00	
Total Expenses		\$ 150,887.00
Net Operating Income		\$ 61,941.00
Net Income (Loss)		\$ 61,941.00

To whom it may concern,

I met with Jetara Perry on March 14 with Bob Orr as representatives of SCORE.

We discussed the following:

Entity structures

Commercial Construction Lending and Process Owner Occupied

Commercial Real Estate Mixed Use Investment Real Estate

Proformas (tenant)

I am currently employed in the field of business banking and have reviewed similar requests.

Sincerely,

Barbara Piesz

630-803-0897

WWW.SCORE.ORG

Bart Olson

From: Jetara Perry <jetaraperry@imperfectangels.org>
Sent: Thursday, April 04, 2019 7:04 AM
To: Bart Olson
Subject: Re: Proposal for the jail

Hi Bart,

Thank you for reaching out.

I tried to seek out grants for this project and I kept running into the same problem, which was not having ownership of the property and no confirmed proposal to apply fully for each new grant because we have not gained the property as of yet. But we have 2 grant writers already researching grant opportunities and preparing applications and proposals for the grants in the case we move forward.

However, I will provide a contact for the Aurora Police Department, this will be stated below. We have been with the Aurora Police Department for 3 years now, as this is our primary location of our workshops we hold twice per month.

I have been working with SCORE Organization for almost a year regarding expanding my organization and business. I have also spoke with a commercial banker through SCORE Organization, to discuss options regarding commercial loans our organization will qualify for in the basis our grants, donations and fundraisers does not cover the entire project. I included her confirmation of our meeting with the proposal. This organization provides us with access to established business owners, CEOs, attorneys, accountants, and more. They will also be working with us on this project should we decide to move forward.

Our team is very diverse and contains people that are a part of Imperfect Angels and not. Our Board Members will not all participate in the daily operations, but will be involved with voting on operations, compensation and leadership. My architect's name is Tom, he owns TES Architects, and he has done historical work in downtown Naperville, IL. They have done great commercial work in Dupage County, including Pavillions, Restaurants, Park Districts and more. We have been in contact with some contractors, mechanical engineers, and other contract laborers, which has helped find great facilitators for our future seminars but have not signed or decided on which company we will allow the job.

We have met with prospective leasees regarding the commercial spaces. We have not signed leases due to the protection of our organization, as we do not want any obligations until things are finalized but we have talked seriously with these owners. We felt it was important to have our leasees as early as possible in the construction process. These business owners will be first time business partners with us but they are mostly established businesses based out of Yorkville and Plano. The Auto Detailing business will be the only new business that will open as a startup.

Aurora Police References:

Skyy Calise


Susan Gaffino
Patrol Secretary
[630-256-5208](tel:630-256-5208)
gaffinos@apd.aurora.il.us

Thank you and I look forward to hearing from you.

-Jetara Perry

On Mon, Apr 1, 2019, 12:01 PM Bart Olson <BOlson@yorkville.il.us> wrote:

Hello Jetara,

Thanks for submitting a proposal! We had some brief discussion at the March 26th City Council meeting, and I would expect another brief discussion at the April 9th City Council meeting if you are able to attend. The City Council asked staff to provide some additional information about the proposals in advance of that April 9th City Council meeting, and so we are trying to compile materials in advance of a public meeting packet deadline of 8am Thursday, April 4th. Whatever info you can provide before then is appreciated but not entirely necessary – we anticipate a fuller discussion at a future meeting once both proposals have been more thoroughly vetted.

Can you tell me about your team's history in developing commercial property or mixed use buildings? In the proposal you have a number of potential businesses and spaces, including a car wash/detailer, hair salon owners, restaurant owners, and massage therapists. Can you tell me how far along those discussions are with each business? Have you ever worked with them in a tenant/landlord capacity in the past? Are these established businesses or new businesses?

Can you tell me a little bit about your relationship with Aurora Police Dept? Can you give me a point of contact with Aurora Police Department that I can call for reference type questions?

I see that you have a number of foundation commitments – can you provide proof of those commitments?

Thanks,

Bart Olson, ICMA-CM

City Administrator

United City of Yorkville

630-553-8537 direct

630-553-4350 City Hall

630-308-0582 cell

bolson@yorkville.il.us

Proposal for The Kendall County Historic Jail.

Principles:

Peter McKnight and Cary Coles

New LLC to be formed upon approval:

Corporate Address:

659 North Carpenter
Chicago Illinois 60642

Peter McKnight

Phone 7732406546
petermcknight@gmail.com
228 Oakland Ave
Spartanburg SC 29302

Cary Coles

Phone 3124938709
carycoles@gmail.com
659 North Carpenter
Chicago Illinois 60642

The Executive Team:

Cary Coles: an entrepreneur, executive and strategic consultant who is passionate about real estate and construction. With over 30 years of experience in both domestic and international markets.

Cary is currently the Vice President of ArcherTech Inc, a Chicago based low voltage electrical contractor.

Prior to being Vice President of ArcherTech, Cary got his start as a business owner founding several successful companies: Nucleus Real Estate Group, Inc, Nucleus Construction Group Inc, Big City Construction and Strategic Sur Trading Company, with operations in the North America, South America and Canada.

Peter McKnight: Developer & Construction professional with 25 years experience has owned, operated, and personally supervised the construction of 53 (from the ground up) homes and commercial buildings. One of these homes was the selected property in "House Hunters International."

A graduate of the Loyola University of Chicago with concentrations in Political Science and Accounting. Peter is a licensed Real estate agent in the State of South Carolina and has worked in both commercial and residential development since 1988.

Peter most recently successfully restored two historic homes in Spartanburg South Carolina. One of these homes is in the Hampton Heights Historic District & requires extensive brick tuckpointing and facade restoration. The second, a 1908 Queen Anne home had been completely clad with asbestos siding. This effort met all permitting and inspection requirements for its complete removal. Both homes were vacant prior to purchase and one was on a preliminary list for demolition.

These two properties turned out to be financially viable efforts, while also adhering to the historic preservation rules as well as the removal of previous improvements that were in violation of those rules and regulations.

Prior to these restorations Peter personally developed 53 homes and commercial spaces in the past 8 years.

Project Team:

Cary Coles - Owner consulting real estate advisor market analysis

Peter McKnight - Owner Project Supervisor

Jim Ascot: Ascot Realty Group President

Kevin Klimeck - Consulting Architect

Neal McKnight - Attorney

Nathaniel McKnight - Construction/Planning

Joe Stevens - Alternative energy consultant

Project Vision:

Our plan is to work with the state, county, and city government stakeholders as well as the local community and not for profits to repair, remediate, restore the Kendall County Jail site to a income producing property while adhering to the preservation & retention of the relevant historic elements of the building.

At present our team envisions potentially two residential units on the 2nd floor and two commercial spaces on the ground level. This is a working template subject to further market analysis and may change depending on market requirements. We intend for the project to maintain the historic and architectural features of this 1893 building. Additionally this structure will be brought back to a tax revenue producing site.

We will have a primary interest in hiring local contractors, workers and materials. Additionally we are focusing on meeting and exceeding “green” environmental standards for the construction and energy usage with an eventual goal of having as close to a carbon neutral site as possible.

Site Plan:

At the moment the Architectural plans that have been submitted dove tail closely with our plan subject to governmental approval and acceptance and further market analysis. Our architectural consultant has suggested a single use gastro pub of microbrewery

Narrative of Feasibility:

Part of the reason this structure is in its present condition has been the lack of focused effort & resources to restore, renovate, maintain, & operate this historic property. We expect that with the significant assistance in the form of TIF grants & the successful completion of this project, the deployment of these resources will create a project that will enhance the community and city, as well as adding to the tax base for generations to come.

Construction Budgets (preliminary)

Kendall County Jail & Sheriff's Residence Project Budget

Pre-construction Phase

<u>1. Immediate protection of roof (tarping)</u>	<u>\$3,500</u>
<u>2. Site Protection (grounds & building)</u>	<u>\$1,800</u>
<u>3. Erect Construction fencing & barricades</u>	<u>\$3,500</u>
<u>4. Temporary Utilities</u>	<u>\$1,500</u>
<u>5. Portable site sanitation (rental)</u>	<u>\$2,400</u>

Construction Phase

EXTERIOR PHASE:

<u>1. Environmental Remediation</u>	
<u>a. Asbestos</u>	<u>\$5,000</u>
<u>b. Lead Based Paint</u>	<u>\$10,000</u>
<u>2. Demolition</u>	<u>\$18,000</u>
<u>3. New Roof</u>	<u>\$30,000</u>
<u>4. Fascia, Downspouts, Misc</u>	<u>\$8,000</u>
<u>5. Masonry Repairs</u>	<u>\$20,000</u>
<u>6. New Windows</u>	<u>\$40,000</u>
<u>7. Exterior Doors</u>	<u>\$11,000</u>
<u>8. Exterior Concrete Work</u>	<u>\$8,000</u>

INTERIOR PHASE:

<u>1. Mechanical Phase</u>	
<u>a. Electrical Service Updates</u>	<u>\$30,000</u>
<u>b. Commercial Space Electrical</u>	<u>\$10,000</u>
<u>c. HVAC (residential portion)</u>	<u>\$20,000</u>
<u>d. HVAC (commercial space)</u>	<u>\$10,000</u>
<u>e. Basement HVAC</u>	<u>\$TBD</u>
<u>f. Plumbing</u>	
<u>i. Residential</u>	<u>\$30,000</u>

ii. <u>Commercial</u>	<u>\$30,000</u>
iii. <u>New H2O Service</u>	<u>\$10,000</u>
2. <u>Interior Finish Phase</u>	
a. <u>Rough Carpentry</u>	<u>\$10,000</u>
b. <u>Finish Carpentry</u>	<u>\$10,000</u>
c. <u>Finish Plumbing</u>	<u>\$10,000</u>
d. <u>Finish Electrical</u>	<u>\$4,000</u>
e. <u>Flooring</u>	<u>\$30,000</u>
f. <u>Drywall</u>	<u>\$50,000</u>
g. <u>Insulation</u>	<u>\$10,000</u>
h. <u>Paint</u>	<u>\$7,000</u>
3. <u>Misc</u>	
a. <u>Porches</u>	<u>\$5,000</u>
b. <u>Contingency</u>	<u>\$20,000</u>
4. <u>Fees:</u>	
a. <u>General Contractors Fees</u>	<u>\$49,525</u>
b. <u>General Conditions</u>	<u>\$15,000</u>
c. <u>Insurance (during construction phase)</u>	<u>\$3,000</u>
<u>TOTAL ESTIMATED CONSTRUCTION BUDGET</u>	<u>\$480,224</u>

Lending Commitments:



Cary Coles
Peter McKnight
carycoles@gmail.com
petermcknight@gmail.com

3/23/19

RE: Acquisition and redevelopment financing for 111 W. Madison in Yorkville, IL.

Dear Mr. Coles and Mr. McKnight,

Thank you for choosing Kreshmore Group to source your financing request for the redevelopment of the commercial building located at 111 West Madison Street in Yorkville, IL. Based on our relationship with Mr. Coles, we feel confident in our ability to source your financing request with a financial institution of up to 75% loan to overall cost of the project. This letter is not a commitment to lend, nor are we a direct lender, but provides you with an estimate of how much you are likely to qualify for. We look forward to your continued business.

Sincerely,

Kreshmore Group

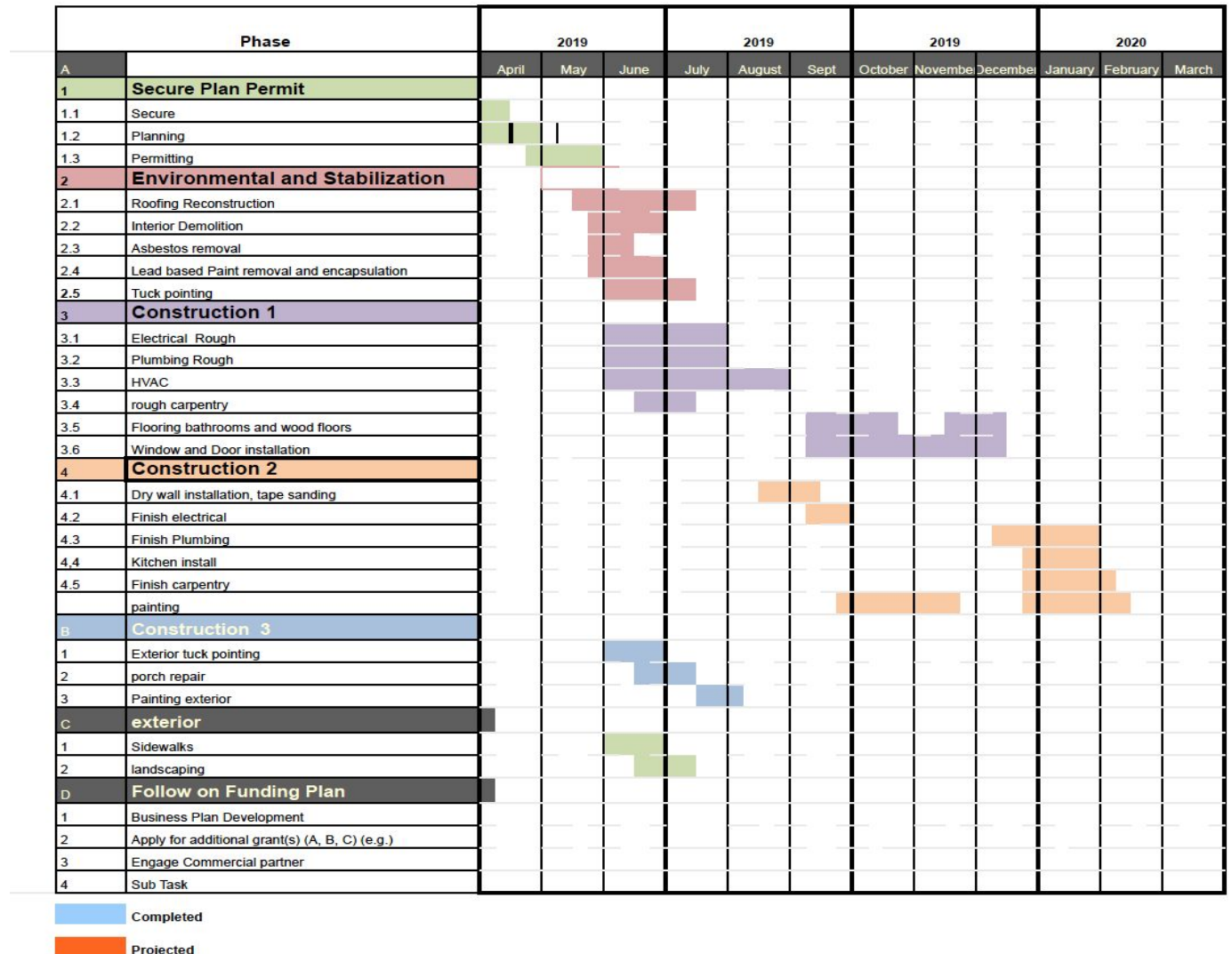
By: James Mallios

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Projected Construction Schedule:

Kendall County Jail Building

Grantt chart



Financials:

Complete financial operations budget to be presented after acceptance of offer by the city

Initial Cash Offer:

The newly formed corporation, will purchase the property for **\$1,000.00** dollars and will begin planning permitting and emergency repairs immediately after transfer.

Additional Submittal Information (intention to add solar power):



March 25, 2019

To: Mr. Peter McKnight
From: Joe Stevens
Re: Kendall County Jail Restoration

Mr. McKnight,

Just a quick follow up letter confirming National Energy Control's interest in the proposed Yorkville (Illinois) project related to the Historic Kendall County Jail.

As you know National Energy Control is a leader in Engineering / Design, Procurement & Construction of Photovoltaic (PV) Solar solutions. We provide these services as well as financing and consultation throughout the United States. We are familiar with your work and the projects you have completed.

Please feel free to have anyone related to approval contact me regarding the proposed solar installation. Our design will preserve the historic elements and requirements with a robust eco friendly solar system, generating a sustainable stream of clean, renewable energy for the next 30+ years.

Sincerely,

Joe Stevens

VP Business Development
Office: 513-399-6500, ext. 700
Cell: 317-502-1821
www.nationalenergycontrol.com

8361 Broadwell Road, Cincinnati, OH 45244 * 513-399-6500 * www.nationalenergycontrol.com

Bart Olson

From: Bart Olson
Sent: Monday, April 01, 2019 11:51 AM
To: 'Peter McKnight'
Cc: Erin Willrett; Steve Raasch; Carri Parker; Krysti Barksdale-Noble
Subject: RE: introduction

Hello Peter,

Can you give me some more information about your last few projects – maybe the two in Spartanburg and 2-3 of the other home and commercial projects you've worked on in the past few years? What was your role? How were the projects funded? Are they still successful? Can you tell me what kind of commercial tenants you were able to attract in those projects?

Also – do you have any commercial tenants lined up for the jail project? I don't need to know who they are at this point, just a general statement on commitment status and some way to verify that information.

I understand some of this information may take awhile to compile. We are doing a brief analysis memo for the April 9th City Council meeting, for which the public meeting packets will be finalized by 8am Thursday, April 4th. Any information you provide before then may be included in the packet – but I would anticipate that information being submitted over the next week or so for a future meeting.

Thanks

Bart Olson, ICMA-CM
City Administrator
United City of Yorkville
630-553-8537 direct
630-553-4350 City Hall
630-308-0582 cell
bolson@yorkville.il.us
City of Yorkville 2.0: [Facebook](#), [Twitter](#), and [YouTube](#)

From: Bart Olson
Sent: Friday, March 29, 2019 10:49 AM
To: 'Peter McKnight' <petermcknight@gmail.com>
Subject: RE: introduction

Thanks for the email and the proposal. I expect to have some questions by Tuesday.

Bart Olson, ICMA-CM
City Administrator
United City of Yorkville
630-553-8537 direct
630-553-4350 City Hall
630-308-0582 cell
bolson@yorkville.il.us
City of Yorkville 2.0: [Facebook](#), [Twitter](#), and [YouTube](#)

From: Peter McKnight <petermcknight@gmail.com>

Sent: Wednesday, March 27, 2019 2:22 PM

To: Bart Olson <BOlson@yorkville.il.us>

Subject: introduction

Bart,

Hello My name is Peter McKnight I spoke during the council meeting yesterday and I want to extend the courtesy on my contact information again. I hope to answer any additional questions related to our bid.

Sincerely,

Peter E. McKnight

773 240 6546

petermcknight@gmail.com

PRIVILEGE AND CONFIDENTIALITY NOTICE

The information contained in this e-mail and any attachments may be legally privileged and confidential. If you are not an intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify the sender and permanently delete the e-mail and any attachments immediately. You should not retain, copy or use this e-mail or any attachment for any purpose, nor disclose all or any part of the contents to any other person. No rights or licenses are conveyed by this transmission. Thank you.

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

Bart Olsen,

Hello, in response to your email, We are currently opening dialogue with a number of potential commercial clients related to this project. We are also in the process of reviewing commercial brokers to bolster the number of prospective tenants for this space. At the moment a single entity tenant for the historic portion of the building seems to be the most logical approach. We envision dividing the two buildings by restoring all four sides of the historic portion and using the garage space as possibly 4 residential units with a deck overlooking the river. This would put us under the 5000 square foot requirements for fire suppression as described by city inspection personnel. Also included is a very initial projection of Profit and Loss. Nothing is included for the historic side as of yet.

Related to the last two rehabs I have most recently completed. Both were located in Spartanburg SC. The following two single family homes were done solely as personal projects except for roof labor.

228 Oakland Ave Spartanburg, a 1908 Queen Anne bungalow. Purchased with cash, the exterior was clad in Asbestos siding, the roof had three layers of roofing including cedar shingle base layer with no decking only lath. The fireplaces were capped and left without tuck pointing for decades, every window in the house except for one in the kitchen had been damaged and some were covered up. The plumbing consisted of lead and galvanized pipe. The flooring required shoring and additional support posts and beams in 30 percent of the structure. Interior walls and ceilings were comprised of aging plaster and lath. The fireplaces were capped and left without tuck pointing for decades. Only the electrical had been upgraded and required only light fixtures and GFI outlet and breaker upgrading. The HVAC had a 20 year old heat pump and air conditioner which turned out to be inoperable. All exterior flooring had collapsed or had plywood covering it. The entire yard had cemented in galvanized link fencing topped with barbed wire.

The rehab consisted of a complete removal and disposal with permits and inspections of asbestos siding removal process. The removal of lead-based paint and encapsulation on the siding and interior with a complete restoration of the original painted exterior. Fireplace and chimney were re-tuckpointed and were made operable. The roof required a tear-off of 3 layers and significant repairs to roof beams and trusses in multiple locations. Every window was replaced with original sized windows and original styling but double pane rather than original single pane glass. All plumbing was removed from the street meter and upgraded to new construction code.

The second home 515 Hampton Drive was located in the Hampton Heights nation historic district. I replaced all damaged historic windows with glass manufactured from the same time period which required locating and purchasing. The facade had improvements which were not in accordance to the historic nature of the original structure. These were removed with the approval of the city and the historic preservation board. Extensive tuckpointing and structural

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

reinforcement was required to exterior brick walls. All of which I completed alone. Additionally oil tank and oil heating system were removed and all code requirements were met for removal and disposal. Again all of these items were completed by myself.

I wish to stress that while the last two projects were completed as personal projects I have no intention to perform the same on this proposal. We will be using only licensed contractors and subcontractors to perform all work at this site. I stress the fact that I have done these other projects to emphasise my understanding and awareness of what is required for a such a restoration.

In reference to your question pertaining to commercial buildings I was the Chief Operating Officer and a board member of SIP Paneles SA a central American manufacturing and construction company. I personally supervised the construction of the largest expansion to Pharaohs casino Carretera Masaya in Managua Nicaragua, a 6500 Sq Ft project including roof replacement for a substantial portion of the existing structure. Additional commercial construction included ground up construction for several warehouses and two boutique hotels. All privately financed homes were originally constructed as Spec homes. I also participated in constructed smaller affordable housing that were planned to pull people out of homelessness and in to home ownership in Nicaragua. Several school projects included special seismic design and construction. Some construction projects required extremely remote locations often without water/waste treatment or electricity. Requiring campsites for workers supplying food water shelter security for 30 to 40 employees for multiple months.

Residential facebook page: <https://www.facebook.com/SipPanels/>

My business partner Cary Coles recently finished a ultra luxury 4-bedroom 4-bath vacation rental property in downtown Chicago. You can see the property at the following URL https://www.vrbo.com/1604984?utm_source=direct&utm_medium=social&utm_campaign=earn&utm_content=vrbo:sharecopylink:USA&utm_content=1604984.

This project is one of several properties that Mr. Coles owns and manages in Chicago. Also, Mr. Coles is Vice President of ArcherTech Inc. a leading low voltage technology company headquartered in Chicago. In the past Mr. Coles has built and developed over 1200 units of residential and commercial spaces throughout the greater chicao metro market.

Nucleus Construction Group, Inc. & Nucleus Real Estate Inc. were founded on March 30th 1999 by Cary D. Coles. The two company's primary business was acquisition, improvement, operations & disposition of multi-family properties. There was also a sub-specialization in commercial construction and development.

COMPLETED MULTI-FAMILY PROJECTS

Following is a partial list of completed projects Cary Coles has been involved in:

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

4880 N. Kenmore Ave. Chicago

Date 4/21/99

Lender: Cambridge Bank

Renovation Budget \$900,000

Completion Date 5/1/2000

Number of Units: 9

End Use: Condominiums

7131-55 South Bennett Ave. Chicago

Date 1/15/2002

Lender: Chicago Community Bank

Renovation Budget \$600,000

Completion Date 5/1/2006

Number of Units: 61

End Use: Rental Apartment

6800 South Paxton Ave. Chicago

Date 7/1/2002

Lender: Chicago Community Bank

Renovation Budget \$330,000.

Completion Date 1/1/2005

Number of Units: 12

End Use: Rental Apartment

9244-49 South Saginaw. Chicago

Date 6/12/2000

Lender: South Shore Bank

Renovation Budget \$200,000.

Completion Date 2/1/2004

Number of Units: 32

End Use: Rental Apartment

1949 East 73rd Place. Chicago

Date 9/20/2002

Lender: Lakeside Bank

Renovation Budget \$100,000.

Completion Date 10/1/2003

Number of Units: 24

End Use: Rental Apartment

7837 South Essex

Date 2/24/2005

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

Lender: Charter One Bank
Renovation Budget \$20,000
Completion Date: 7/1/2005
Number of Units: 8
End Use: Rental Apartment

7442-44 S. Chappel St. Chicago

Date 1/15/2002
Lender: Citibank
Renovation Budget \$65,000
Completion Date 1/18/2004
Number of Units: 7
End Use: Rental Apartment

6748-50 S. Oglesby St. Chicago

Date 1/15/2007
Lender: Chicago Community Bank
Renovation Budget \$1,200,000
Completion Date 3/1/2007
Number of Units: 8
End Use: Condominiums

2320 East 70th Pl. Chicago

Start Date 1/5/2006
Lender: Lakeside Bank
Renovation Budget \$900,000
Completion Date 3/1/2007
Number of Units: 8
End Use: Condominiums

9118-24 S. Dauphin Ave Chicago

Start Date 1/3/2005
Lender: Chicago Community Bank
Renovation Budget \$1,200,000
Completion Date 2/1/2007
Number of Units: 24
End Use: Condominiums

7514-16 S. Essex St. Chicago

Start Date 4/1/2007
Lender: Founders Bank
Renovation Budget \$600,000
Completion Date 3/1/2007

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

Number of Units: 8

End Use: Condominiums

7508 S. Essex St. Chicago

Start Date 4/1/2007

Lender: AMCORE Bank

Construction Budget \$800,000

Completion Date 3/1/2007

Number of Units: 13 Residential &

Commercial: 4600 Sq. Ft. Leased commercial space

End Use: Condominiums & commercial/retail

3324 N. Sheffield St. Chicago

Start Date 4/1/2006

Lender: Lakeside Bank

Construction Budget \$400,000

Completion Date 3/1/2007

Number of Units: 3

End Use: Condominiums

PARTIAL LIST OF COMPLETED COMMERCIAL PROJECTS

Bongo Room Restaurant

1560 N. Damen Ave. Chicago

Lender: Lakeside Bank

Renovation Budget \$250,000

Sq Ft.: 1,500

End Use: Restaurant

Children's Healthcare Associates Center

2835 N. Sheffield Ave. Chicago

Lender: N/A

Renovation Budget \$300,000

Sq Ft.: 2,500

End Use: Medical Offices

Australian Exhibition Center

112 W. Kinzie Ave. Chicago

Lender: N/A

Renovation Budget \$130,000.

Sq Ft.: 3,240

End Use: Art Gallery

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

2835 N. Sheffield Ave. Chicago (Office Build-out)

Lender: N/A

Renovation Budget \$80,000

Sq Ft.: 1,500

End Use: Offices

Monologue

108 W. Kinzie Ave. Chicago

Lender: Lakeside Bank

Renovation Budget \$600,000.

Sq Ft.: 3,200

End Use: Comedy Club/Bar

Goodwill Industries

1001 W. Van Buren Ave. Chicago

Lender: Charter One Bank

Renovation Budget \$20,000

Sq Ft.: 1,500

End Use: Office Space

Instant Cash Advance

1238 N. Ashland Chicago

Lender: N/A

Renovation Budget \$65,000

Sq Ft.: 1,500

End Use: Retail/Banking

Instant Cash Advance

1113 W Chicago Ave

Lender: N/A

Renovation Budget \$25,000

Sq Ft.: 1,100

End Use: Retail/Banking

Instant Cash Advance

1205 E Sibley Blvd, Dolton

Lender: N/A

Renovation Budget \$55,000

Sq Ft.: 1,500

End Use: Retail/Banking

Instant Cash Advance

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

1916 E 95th St, Chicago

Lender: N/A

Renovation Budget \$75,000

Sq Ft.: 1,500

End Use: Retail/Banking

W.J. Management, Inc.

7508 S. Essex St. Chicago

Lender: AMCORE Bank

Construction Budget \$50,000

Sq Ft.: 1,640

End Use: Retail/Office

Sage Medical Group

5425 W. Lawrence Ave. Chicago

Lender: N/A

Renovation Budget \$150,000.

Sq Ft.: 1,500

End Use: Medical Offices

Essex Shores

7508 S. Essex St. Chicago

Lender: AMCORE Bank

Construction Budget \$900,000

Units: 13-Residential at 15,000 & 3-Commercial at 4,600 Sq. Ft.

End Use: Condominiums & commercial/retail

Just Kidz Dental

3033 W Armitage Ave chicago

Lender: N/A

Renovation Budget \$200,000.

Completion Date 12/1/2007

Sq Ft.: 3,200

End Use: Dental Office/Medical Use

108-110 W. Kinzie Office Building

108 W. Kinzie Ave. Chicago

Lender: Lakeside Bank

Renovation Budget \$2,000,000.

Completion Date 4/25/2008

Sq Ft.: 12,800

End Use: Office/Showroom Center

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

The Gage Restaurant

24 South Michigan Ave. Chicago

Lender: NA

Renovation Budget \$200,000.

Completion Date 2/7/2016

Sq Ft.: 1000

End Use: Remodel of Private Dining Area

Tours and photos are available upon request for any of the above referenced projects

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

4/4/19					
Kendall Co Jail Project					
Projected Income Analysis					
	Address	Monthly Rental Rate	Occupancy Date	Occupancy Months	Annual Gross income
1	Unit # 1	\$ 900.00	9/1/21	12	\$ 10,800.00
2	Unit # 2	\$ 900.00	10/1/21	12	\$ 10,800.00
3	Unit # 3	\$ 900.00	11/1/21	12	\$ 10,800.00
4	Unit # 4	\$ 900.00	12/1/21	12	\$ 10,800.00
Vacancy Factor					-\$ 6,840.00
Commercial Space (\$1150 Per Mo)				12	\$ 13,800.00
Annual Gross Income					\$ 50,160
Monthly Gross Income					\$ 4,180.00

Income & Expense Summary (NOI)		
Total Projected Annual Gross Income		\$ 50,160
Annual Expenses		\$ 56,650
Monthly Expenses		\$ 4,804

Net Projected Annual Income (NOI)	\$ (6,490.47)
Net Projected Monthly Income	\$ (540.87)

Detailed Expenses Analysis				
Mortgage, Taxes, & Insurance				
	Monthly		Annual	
Mortgage (assumes loan of \$420K at 7% / 20yr amortization)	\$ 3,256.26		\$ 39,075	
Taxes	\$ 555.00		\$ 6,660	
Insurance	\$ 110.00		\$ 1,320	
Total Mortgage, Taxes, & Insurance	\$ 3,921.26		\$ 47,055	
Utilities				
Utilities (Electric, H2O)				
Total Utilities	\$ 125.00		\$ 1,500	

Property Management, Administration, & Misc				
Property Management & administration	\$ 501.60		\$ 5,016	
Landscaping	\$ 89.95		\$ 1,079	
Maintenance	\$ 66.67		\$ 800	
Accounting/Tax Prep	\$ 100.00		\$ 1,200	
Total Misc	\$ 758.22		\$ 8,095	

Total Operating Expenses (incl mortgage & Insurance)	\$ 4,804.47		\$ 56,650	
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Net Operating Income/LOSS (income/loss after expenses and debt service)	-\$6,490.47
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Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

City Council Report #2

Tracking Number

PZC 2019-06 and EDC 2019-15

Agenda Item Summary Memo

Title: Raintree Village – Economic Incentive/Development Agreement

Meeting and Date: City Council – April 23, 2019

Synopsis: Proposed agreement for fee locks, prepayment of fees & park construction to allow
for the build-out of the remaining residential lots.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

Agenda Item Notes:

See attached memorandum.



Special Service Area (SSA) Fund & Recent Infrastructure Improvements

At the time of the original 1997 annexation, Special Service Area (SSA) bonds were issued to fund the construction of the public improvements installed to service the subdivision. The bonds were attached to the individual home sites and are repaid as a line item on the property owners real estate taxes. Due to over half of the development remaining unbuilt, the property tax revenue generated from the existing residents does not adequately cover the debt service owed on the SSA bonds. Recognizing the impact the economic downturn had on development, in 2013, the City amended the annexation agreement for the fifth time to help position the property for completion. As part of that amendment, the successor owner, MS Rialto, would pay the real estate taxes and SSA payments on all vacant lots within Units 1-6 for tax years 2011-2013. While this was done, the parcels remained undeveloped and the accrued SSA taxes on the unbuilt lots (including the fees, interest and penalties) rendered the lots “economically infeasible” to purchase and construct homes.

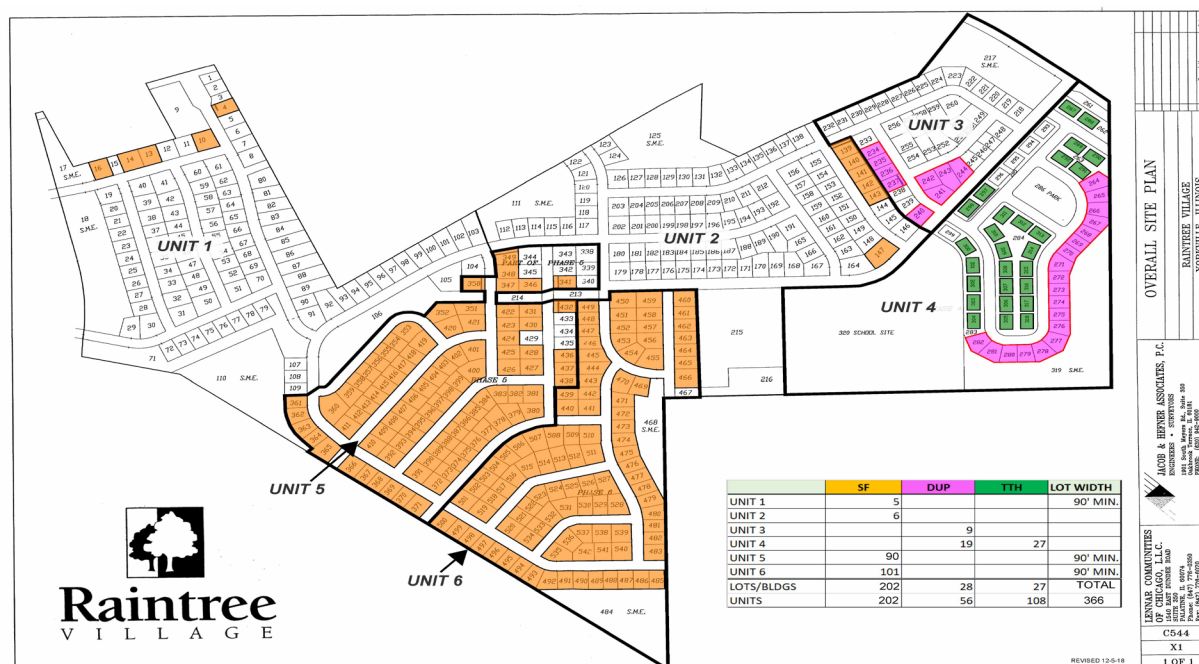
In 2014, the City called the previous developer’s performance bonds and began punchlist work and paving in Units 4, 5, and 6 of the Raintree Village Subdivision. The work generally consisted of utility punchlist repairs, landscaping repairs and roadway paving and striping completion. These items have subsequently been accepted by the City as publicly owned infrastructure. However, all back of curb site development and parkway construction adjacent to each home site, such as driveways, parkway trees, sidewalks, remains the responsibility of the homebuilder.

According to the most recent City Engineer’s estimate, the remaining infrastructure improvements total approximately \$300,000. This consists of punchlist items related to street light installation/repair, street sign installation and basin maintenance. Currently, the fund balance of the SSA is roughly \$165,000, leaving a deficit of \$135,000 of which the City would be responsible for covering.

The petitioner, CalAtlantic, has stated they are now in the position to acquire the lots. They are also currently in negotiations with the bond holders to purchase the outstanding SSA bonds, and Kendall County to settle the unpaid real estate taxes on the vacant lots. CalAtlantic has also proposed to front fund to the City the \$135,000 SSA improvement fund balance deficit.

Current Development Status, Permit Fees & Recent Infrastructure Improvements:

As previously mentioned, there are 366 units (257 lots) consisting of single-family, duplex and townhomes dwellings which remain vacant, as illustrated in the map below.



At the time of the 2002 and 2004 annexation agreement amendment approval, the prior developer prepaid certain building permit fees (prepaid ½ of school transition fee; prepaid water connection fee for Units 1-4; and prepaid \$1,800 of the \$2,000 city sewer connection fee for Units 1-6). The building permit fees for the Raintree Development were locked as part of the 2013 annexation agreement amendment for five (5) years or until August 22, 2018. Since the fee lock expiration, the most significant change in building permit fees affecting this development were the increase in water connection fees (\$800 to \$5,554) and development impact fees (from \$1,050 to \$2,500) per permit.

Proposed Economic Development Agreement Terms:

According to the petitioner, to make the construction of dwelling units in Raintree Village financially feasible, which will benefit the City, its residents and all relevant taxing bodies, CalAtlantic seeks City approval of an Economic Incentive Agreement (EIA) on the terms summarized below:

1. The City has accepted all public improvements that have been constructed in Units 1 through 6 of Raintree Village as of the effective date of this EIA and has assumed the role of developer of those units by utilizing the SSA improvement bonds for the completion of all unconstructed public and private improvements secured by those bonds. For that reason, CalAtlantic will not be responsible for incomplete subdivision improvements or correction of any deficiencies in existing common or public subdivision improvements, and in the EIA will be referred to as “Builder,” not “Developer.”
2. CalAtlantic will only be responsible for completion of (i) residential lot improvements as CalAtlantic constructs dwelling units on such lots and (ii) sidewalk, street tree and sod improvements adjacent to such lots, all in accordance with the existing approved engineering and landscape plans for the Subject Property.
 - Specifically, this includes:
 - Replacing/maintaining the landscaping in the common areas including the replacement of dead trees and vegetation that exists as of the date of this agreement. Modifications from the approved landscape plan will be acceptable by the City, provided the changes are reasonable.
 - Damage to any completed City public improvements caused by the construction of houseline construction. The City and the petitioner will agree to video the existing conditions ahead of houseline construction.
 - Any minor utility structure adjustments (up to 12”) required by the houseline construction.
 - Punchlist items associated with the water service connections required by houseline construction
3. The City will complete and maintain all (i) public improvements, including, without limitation, sanitary sewers and manholes, valves and fire hydrants (minus water service), storm sewer, recommissioning of inactive water mains necessary to provide such services to the Subject Property (ii) common buffers, medians, outlot sidewalks, parkways and outlot grading, and (iii) all other improvement obligations of the original developer of Units 1 through 6 of Raintree Village inclusive of streets, curb and gutter and pavement.
4. In its construction of dwelling units on the Subject Property during the term of the EIA, CalAtlantic shall be required to pay only those building permit fees and impact fees that are identified on the attached Fee Schedule. CalAtlantic will pay those fees as and when it receives

building permits to construct such dwelling units. (Water connection fees for Units 1-4 have already been paid in full. Water connection fees for Units 5-6 shall be fixed at the amount identified in the Fee Schedule for five years from the EIA's effective date.) Upon expiration of the aforesaid five-year period, water connection fees shall be those established by City ordinance for residential developments throughout the City; provided, however, that CalAtlantic shall have the right to pre-pay those water connection fees prior to expiration of the aforesaid five-year period. In addition, CalAtlantic shall have the right to pre-pay all other fees on the Fess Schedule prior to expiration of the term of the EIA.

5. Within one year of CalAtlantic's acquisition of the Subject Property, CalAtlantic will pay the City \$93,000 so that the City can improve the Lot 286 park site in Unit 4 ("Park Site") in accordance with the Park Concept Plan prepared by Gary R. Weber Associates, Inc., dated March 1, 2019 ("Park Concept Plan").
 - o The City will agree to construct the park site within two (2) years of receiving funds from the petitioner and the petitioner will provide elevations and/or sketch details of the proposed shelter for the park, as illustrated on the park plan, to ensure the final product meets the design standards of both the petitioner and City.
6. Within 45 days of CalAtlantic's acquisition of the Subject Property, CalAtlantic will pay to the City \$519,300 as full compensation for all Public Works, Police, Library and Bristol Kendall Fire District impact fees associated with the Subject Property. This amount also includes the payment of \$135,000 for the outstanding public improvements. No additional impact or land-cash fees shall be due or payable in connection with CalAtlantic's construction of dwelling units on the Subject Property.
7. Single-family detached dwelling units constructed on the Subject Property shall not be required to be equipped with a fire suppression sprinkler system. Single-family attached townhouse and duplex dwelling units shall be equipped with a fire suppression sprinkler system in accordance with the City's currently adopted 2009 International Building Codes.
8. The EIA shall become null and void if CalAtlantic fails to acquire the Subject Property by December 31, 2019 and shall expire ten years from the EIA's effective date.
9. All terms and provisions of annexation agreements pertaining to the Subject Property in effect on the effective date of the EIA shall remain in effect. In the event of any conflict between the terms and provisions of those agreements and the EIA, the terms and provisions of the EIA shall prevail.

Staff Comments:

Staff has worked with the petitioner over the past several months to reconcile the building permit fees obligated and paid for this development by the previous owner. We have also reviewed with the City Engineer the most recent punchlist regarding the outstanding work items for the public improvements completed by the City (see attached).

Since this request is for an economic incentive agreement, a public hearing is not required. Attached is a draft proposed agreement and approving ordinance for your review. The petitioner will be available at the City Council meeting to answer any questions.

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND CALATLANTIC GROUP, INC.

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, pursuant to an annexation agreement, which agreement has since been amended on numerous occasions, the City, in March of 1997, annexed approximately 190 acres of land and approved a plat of subdivision providing for approximately 654 single family, duplex and townhome dwelling units (the “*Raintree II Subdivision*”); and,

WHEREAS, only 288 of the originally proposed 654 single family, duplex and townhome dwelling units have been built to date and 257 lots (366 dwelling units) within the Raintree II Subdivision remain vacant (the “*Vacant Lots*”); and,

WHEREAS, CalAtlantic Group, Inc., a Delaware corporation (the “*Builder*”) is engaged in the business of building single-family residences, townhomes and duplex homes and proposes to acquire the Vacant Lots and commence construction of the remaining 366 dwelling units as previously planned, platted and approved by the City on the condition that it receives certain incentives necessary to make the cost of such construction economically feasible; and,

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code, as from time to time amended (65 ILCS 5/1-1-1, *et seq.*) (the “*Act*”), empowers the Mayor and City Council of the City (the “*Corporate Authorities*”) to “appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial

enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality”; and,

WHEREAS, the Corporate Authorities have reviewed the Builder’s proposal and believe it to be in the best interests of the City and its residents to provide assistance to the Builder as authorized by Section 8-1-2.5 of the Act through negotiation of certain permit fees, impact fees, review fees, connection fees, and applicable codes in accordance with the terms of an economic incentive agreement between the parties; thereby enhancing the tax base of the City and other taxing districts and adding to the wealth and prosperity of the City and its residents.

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 Economic Incentive Agreement Between the United City of Yorkville and CalAtlantic Group, Inc., 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 Agreement 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 ____ day of _____, A.D. 2019.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVAR TARULIS _____

JASON PETERSON _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this ____ day of _____, A.D. 2019.

MAYOR

Attest:

CITY CLERK

**ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT
BETWEEN THE UNITED CITY OF YORKVILLE AND CALATLANTIC GROUP, INC.**

THIS ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT (hereafter “*Agreement*”), dated as of the ___ day of _____, 2019 (hereafter “*Effective Date*”), is entered into by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation (hereafter the “*City*”) and CalAtlantic Group, Inc., a Delaware corporation (hereafter “*Builder*”), which parties are hereafter sometimes collectively referred to as the “*Parties*” and individually as a “*Party*”.

WITNESSETH:

WHEREAS, the City is a non-home-rule municipality pursuant to the Illinois Municipal Code and Article VII, Section 7 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, in March of 1997, the City annexed approximately 190 acres and pursuant to an annexation agreement, as amended, several times (hereafter the “*Amended Annexation Agreement*”), approved a plat of subdivision providing for approximately 654 single family, duplex and townhome dwelling units (the “*Raintree Subdivision*”) of which 288 have since been built; and,

WHEREAS, Builder is in the business of building single-family residences, townhomes and duplex homes and has approached the City with a proposal to acquire the remaining 257 lots (366 dwelling units) within the Raintree Subdivision which remain vacant and commence construction of the residential dwelling units previously planned and approved by the City for construction on such lots (hereafter individually a “*Dwelling Unit*” and collectively “*Dwelling Units*”) on the condition that it receives certain incentives deemed necessary to make each Dwelling Unit saleable under current market conditions; and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have reviewed Builder’s proposal and Builder’s background and other projects it has completed and have concluded that the construction of the Dwelling Units on the remaining vacant lots in the Raintree Subdivision would substantially benefit the City by enhancing the tax base of the City and the other taxing districts, and add to the wealth and prosperity of the City and its citizens; and,

WHEREAS, pursuant to applicable provisions of the Illinois Municipal Code, including specifically, but without limitation Sec. 8-1-2.5 thereof (the “*Act*”), the Corporate Authorities are empowered to “appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality”; and,

WHEREAS, the City is prepared to provide assistance to Builder, as authorized by the Act and other applicable provisions of the Illinois Municipal Code, by making commitments to Builder regarding the permit fees, impact fees, review fees, connection fees and other fees Builder will be required to pay, and regarding the codes, ordinances and regulations Builder will be required to follow, in connection with its construction of Dwelling Units in the Raintree Subdivision, all in accordance with the terms hereafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the Parties agree as follows:

Section 1. Incorporation of Recitals. The representations and recitations set forth in the preambles hereto are material to this Agreement and are hereby incorporated into and made a

part hereof as though fully set forth in this Section 1 and said representations and recitations constitute the understandings of the City and Builder.

Section 2. Builder's Commitments to the City.

A. ***Builder's Acquisition of the Subject Property.*** The City's agreements and commitments in this Agreement are conditioned on Builder's acquisition of fee simple title to the 257 vacant lots (366 dwelling units) within the Raintree Subdivision legally described on *Exhibit A* attached hereto (hereafter the "*Subject Property*") on or before December 31, 2019. If Builder gives the City notice at any time prior to December 31, 2019, that it does not intend to acquire the Subject Property, or if it fails to acquire the Subject Property on or before such date, then this Agreement shall automatically be and become null and void.

B. ***Builder's Infrastructure Contribution.*** Within forty-five (45) days of Builder's acquisition of the Subject Property, Builder shall deposit with the City the sum of One Hundred Thirty Five Thousand Dollars (\$135,000.00) (hereafter the "*Builder's Infrastructure Contribution*") as a contribution to the costs the City estimates it will incur ("*Infrastructure Costs*") in completing the required infrastructure improvements for the Raintree Subdivision (the "*Remaining Infrastructure Improvements*"), as defined in Section 3B. At no time and under no circumstances shall Builder be required to pay, directly or indirectly, any further sums to satisfy the Infrastructure Costs, complete the Remaining Infrastructure Improvements or, subject to the provisions of Section 2C(3) below, correct existing deficiencies in or repair public improvements which were constructed in Units 1 through 6 of the Raintree Subdivision prior to the Effective Date of this Agreement (hereafter the "*Previously Constructed Public Improvements*").

C. ***Builder's Construction of Dwelling Units.*** Builder shall be responsible for, and only for, completion of: (i) residential lot improvements as it constructs Dwelling Units on such

lots; and (ii) sidewalk, street trees and sod improvements adjacent to such lots. Builder shall construct such improvements in accordance with the existing approved engineering and landscape plans for the Raintree Subdivision, which plans are specified on *Exhibit B* attached hereto. Such improvements shall include and be limited to the following:

1. ***Dry Utilities:*** Builder will coordinate with utilities for installation of incomplete dry utilities (underground gas mains, electricity, phone and cable TV). Builder will stake and grade for dry utility installation and coordinate installation with the utility companies.
2. ***Common area landscaping:*** Builder will coordinate with the applicable Homeowner's Association ("*HOA*") for plant replacements and HOA sign-off and acceptance of the buffer plantings in Units 4, 5 and 6, which plantings were previously installed but have deteriorated over time due to inadequate maintenance. Modifications from the approved landscape plan will be acceptable provided the changes are reasonable and are approved by the City. Under no circumstances shall Builder be responsible for the installation of any perimeter fences on, in or adjacent to the Raintree Subdivision.
3. ***Documentation of existing conditions:*** Prior to Builder's acquisition of the Subject Property, the City and Builder will undertake to videotape the Previously Constructed Public Improvements. Builder will then be responsible for, and only for, damage that occurs to any Previously Constructed Public Improvements as a result of Builder's construction of the improvements described in sub-paragraphs (i) and (ii) above. Under no circumstances, however, will Builder be required to correct or pay for wear and tear, site deficiencies or age-related issues pertaining to the Previously Constructed Public Improvements.
4. ***Utilities/Utility adjustments:*** In the course of Builder's construction of the improvements described in sub-paragraphs (i) and (ii) above, Builder will make minor utility structure adjustments (up to 12" vertically), if needed. Structures which may be adjusted to grade or reset include, and are limited to, sanitary manhole frames, valve vaults, storm sewer frames or grates, b-boxes and fire hydrant auxiliary valves. Under no circumstances, however, shall Builder be required to make adjustments to fire hydrants themselves.

To the extent that the existing water and sewer service laterals do not meet the horizontal separation requirements of 2011-32, 8-2-4 Plumbing code, Section B, Paragraph 5 (Separation of water service and building sewer), Builder will endeavor to meet this horizontal separation as soon as practical for its lateral construction, but will not be required to re-locate sanitary or water services installed in conformance with the Engineering Plan separation detail.

D. ***Builder's Park Site Contribution.*** On or before the one (1) year anniversary of the date of Builder's acquisition of the Subject Property, Builder shall pay the City Ninety Three Thousand Dollars (\$93,000.00) (hereafter "*Builder's Park Site Contribution*"), which sum the City shall use to improve Lot 286, the park site in Unit 4 of the Raintree Subdivision (the "*Park Site*"), pursuant to Section 3F below.

E. ***Builder's Prepayment of Certain Development Impact Fees.*** Within forty-five (45) days of Builder's acquisition of the Subject Property, Builder shall pay the City Three Hundred Eighty Four Thousand Three Hundred Dollars (\$384,300.00) in prepayment of all development impact fees due the City for public works, police department and library purposes, and all development impact fees due the Bristol Kendall Fire District, as set forth on the fee schedule attached hereto as *Exhibit C* (hereafter the "*Fee Schedule*"). In addition the fees identified in *Exhibit C* shall be due from the Builder.

Section 3. The City's Assurances to Builder.

A. ***Acceptance of Previously Constructed Public Improvements.*** The City has accepted and will maintain all Previously Constructed Public Improvements. For that reason, but subject to the provisions of Section 2C(3) above, Builder shall not be responsible for or obligated to repair or correct any deficiencies in any of the Previously Constructed Public Improvements at any time.

B. ***Construction of Remaining Infrastructure Improvements.*** The City hereby assumes the role of developer for the completion of all public improvements that were to be completed as part of the Raintree Subdivision Special Service Area which remain to be completed, which improvements include but are not limited to the following:

1. ***City Utilities:*** All public improvements, including, without limitation, sanitary sewers and manholes, valves and fire hydrants (minus water service), storm sewer, recommissioning of inactive water mains necessary to provide water services to the Raintree Subdivision.

2. ***Basins:*** Upon completion of the Basin Maintenance Agreement for Basins F, G, and H, the City shall coordinate the turnover for maintenance of the basins to the respective Homeowner's Association(s).

3. ***Streetlights:*** All streetlights and streetlight improvements which remain to be repaired or completed in the Raintree Subdivision, provided, however, that the City will not be required to commence such construction on a portion of the Subject Property before Builder has completed the installation of dry utilities in such portion of the Subject Property, as described in Section 2C(1) above.

4. ***Outlots and Parkways.*** All outlot sidewalks and parkways.

5. ***All Other Developer Obligations.*** All other improvement obligations of the original developer of Units 1 through 6 of the Raintree Subdivision, inclusive of streets, curb and gutter improvements.

Builder shall not be responsible for or obligated to complete the Remaining Infrastructure Improvements or to repair or correct any deficiencies in any of the Remaining Infrastructure Improvements at any time, unless caused by Builder's negligence. The City shall commence the completion of the Remaining Infrastructure Improvements promptly following its receipt of Builder's Infrastructure Contribution and thereafter own and maintain all completed Remaining Infrastructure Improvements. At no time and under no circumstances shall the City

refuse to undertake any inspections or issue any building, occupancy or other permits for the Subject Property due to the fact that Remaining Infrastructure Improvements remain to be completed, or Previously Constructed Public Improvements need to be corrected or repaired, by the City.

D. ***Fees.*** The only fees Builder will be required to pay in connection with its construction of Dwelling Units on the Subject Property shall be those which are set forth on the Fee Schedule and the amounts of such fees, subject to the provisions of Section 3E below, shall be as set forth on the Fee Schedule. Payment of the fees set forth on the Fee Schedule, subject to the provisions of Sections 2E above and 3E below, shall be due upon application for a building permit to construct a Dwelling Unit on the Subject Property. Builder shall have the right to prepay all or any of the aforesaid fees at the rates specified in the Fee Schedule at any time up to and including the fifth (5th) anniversary of the Effective Date of this Agreement.

E. ***Water Connection Fees.*** The City acknowledges that the water connection fees for Units 1 through 4 have been paid in full and that the water connection fees for Units 5 and 6 shall be in the amounts set forth in the Fee Schedule for a period of five (5) years from the date of Builder's acquisition of the Subject Property. Notwithstanding the foregoing, Builder shall have the right to prepay water connection fees for any or all Dwelling Units which remain to be constructed in the amounts set forth on the Fee Schedule at any time up to the five (5) year anniversary Effective Date of this Agreement.

F. ***Improvements to Park Site.*** The City agrees to construct the Park Site improvements depicted in *Exhibit E* attached hereto (hereafter "*Park Concept Plan*") within two (2) years of receiving Builder's Park Site Contribution. Builder shall provide elevations and/or sketch details for the proposed shelter for the Park Site, as illustrated on the Park Concept

Plan, to ensure the final product meets the design standards of both the City and Builder. The City acknowledges that the Park Concept Plan and any subsequently submitted elevations and/or sketch details for the proposed shelter for the Park Site are and will be the proprietary and protected intellectual property of Builder, Gary R. Weber Associates, Inc. and/or Mackie Consultants, LLC. Builder shall have no responsibility for the improvement of the Park Site or the construction of improvements on the Park Site beyond the payment of Builder's Park Site Contribution.

G. ***Fire Suppression and Alarm Systems.*** The City agrees that single-family detached Dwelling Units constructed on the Subject Property shall not be required to be equipped with a fire suppression sprinkler or alarm systems. Builder agrees that it will install sprinkler installations for duplex and townhome Dwelling Units it constructs on the Subject Property in accordance with the City's international building codes, as adopted and in effect as of the Effective Date of this Agreement (International Code Council 2009 IFC, 13D systems), and the City agrees Builder shall not be required to install alarm systems in the duplex Dwelling Units Builder constructs on the Subject Property. If, during the term of this Agreement, the City enacts less rigorous sprinkler or alarm system standards, Builder shall have the right to install fire suppression systems in the duplex and townhome Dwelling Units in accordance with those less rigorous requirements. In no event shall Builder be required to replace existing one inch (1") water service lines in duplex or townhome Dwelling Units constructed on the Subject Property prior to the Effective Date of this Agreement in order to provide fire suppression systems to those Dwelling Units.

Section 4. Term.

The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to Section 10 hereof, end on the first to occur of: (i) the date of issuance of a final occupancy permit for the last Dwelling Unit Builder is to construct on the Subject Property; and (ii) the ten (10) year anniversary of the Effective Date.

Section 5. Time of the Essence/Force Majeure.

Time is of the essence of this Agreement and of each and every provision of this Agreement. However, a Party shall not be deemed in material breach of this Agreement with respect to any obligations arising under this Agreement on such Party's part to be performed if such Party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, civil disorder, severe weather conditions, wet soil conditions, failure or interruptions of power, riots, insurrections, acts of terrorism, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, or similar causes beyond the reasonable control of such Party ("*Force Majeure*"). If one of the foregoing events occurs or either Party claims that such an event occurred, the Party to whom such claim is made shall investigate and consult with the Party making such claim, and the Party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 6. Builder's Indemnification.

Builder shall indemnify the City, its agents, officers and employees against, and hold the City and such parties harmless from, all injuries, deaths, losses, damages, claims, suits,

liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from: (i) the failure of Builder, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof has been hired by Builder) to timely pay any contractor, subcontractor, laborer, or materialman; (ii) any default or breach of the terms of this Agreement by Builder; or (iii) any negligence or reckless or willful misconduct of Builder or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee has been hired by Builder. Builder shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, or any of its agents, officers, officials, or employees, in any action that may be filed as a result of any of the foregoing, Builder shall have no obligation whatsoever to the City or any of such parties if the same is determined to have occurred, in whole or in part, as a result of the negligence or reckless or willful misconduct of the City or any of its officers, agents, employees, or contractors.

Section 7. Waiver.

Either Party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the Party waiving such right or remedy does so in writing. No such waiver shall obligate such Party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said Party pursuant to this Agreement.

Section 8. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 9. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party, or an officer, agent, or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To Builder: CalAtlantic Group, Inc.
1141 E. Main Street, Suite 108
East Dundee, IL 60118
Attn: Scott Guerard, VP Land Acquisitions
Email: scott.guerard@lennar.com

With a copy to: Meltzer, Purtill & Stelle, LLC
1515 E. Woodfield Road, Suite 250
Schaumburg, IL 60173
Attn: Harold W. Francke and Ellen Joyce (paralegal)
Email: hfrancke@mpslaw.com and ejoyce@mpslaw.com

To the City: Bart Olson, City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Email: Bolson@yorkville.il.us

With a copy to:

Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Boulevard, Suite 964
Chicago, Illinois 60604
Email: kfo@kfoassoc.com

Section 10. Remedies – Liability.

A. If, in the City’s judgment, Builder is in material default of this Agreement, the City shall provide Builder with a written statement indicating any failure on Builder’s part to fulfill its obligations under this Agreement. The City may not exercise any remedies against Builder as a result of such failure until sixty (60) days after giving such written notice. If such default cannot be cured within such sixty (60) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as Builder diligently proceeds with such cure, and if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If Builder materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

C. If prior to completion of Builder’s obligations pursuant to Section 10 hereof, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against Builder; or any voluntary or involuntary proceeding in

any court or tribunal shall be instituted to declare Builder insolvent or unable to pay Builder's debts; or Builder makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for Builder or for the majority part of Builder's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws.

D. If, in Builder's judgment, the City is in material default of this Agreement, Builder shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. Builder may not exercise any remedies against the City as a result of such failure until sixty (60) days after giving such notice. If such default cannot be cured within such sixty (60) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure, and if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by Builder in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

E. In addition to any other rights or remedies, a Party may institute legal action against the other Party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had against the Corporate Authorities or any other City officers, agents, attorneys, representatives, or

employees, and any such claim is hereby expressly waived and released by Builder as a condition of and as consideration for the execution of this Agreement by the City.

F. The rights and remedies of the Parties under this Agreement are cumulative and the exercise by a Party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other Party.

Section 11. Amendment/Integration/Conflicts.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by both Parties with the adoption of any ordinance or resolution of the City approving the amendment, as required by law, and by execution of the amendment by the Parties or their successors in interest. Except as hereinafter set forth, this Agreement supersedes all prior agreements, negotiations, and discussions of the Parties relative to the completion of the Raintree Subdivision. The Amended Annexation Agreement remains in effect, but any conflict, ambiguity or inconsistency between the terms of the Amended Annexation Agreement and the terms of this Agreement shall be resolved in favor of the latter.

Section 12. Assignment.

This Agreement shall be binding upon and inure to the benefit of Builder and its designated successors and assigns. However, Builder shall not assign its rights or delegate its obligations under this Agreement without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 13. No Third Party Beneficiaries

This Agreement is not intended to benefit any third parties and no third party shall claim third party beneficiary status as a result of the Parties' execution of this Agreement.

Section 14. Future Cooperation.

The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement.

Section 15. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers, to be effective as of the Effective Date.

United City of Yorkville, an Illinois municipal corporation

By: _____
Gary Golinski, Mayor

Attest:

Beth Warren, City Clerk

CalAtlantic Group, Inc., a Delaware corporation

By: _____
Chris Gillen, Vice President

Exhibit A

Legal Description of Subject Property

Exhibit B

Park Site Improvement Plan

Exhibit C

Fee Schedule

EXHIBIT A

PARCEL 1:

LOTS 4, 10, 13, 14 AND 16 IN RAINTREE VILLAGE UNIT ONE, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 13, 2004 AS DOCUMENT 200400000938, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

LOTS 139 TO 143, INCLUSIVE, AND LOT 147 IN RAINTREE VILLAGE UNIT TWO, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 19, 2004 AS DOCUMENT 200400023274, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 3:

LOTS 234 TO 237, INCLUSIVE, AND LOTS 240 TO 244, INCLUSIVE, IN RAINTREE VILLAGE UNIT THREE, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 19, 2004 AS DOCUMENT 200400023275, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 4:

LOTS 264 TO 282, INCLUSIVE, AND LOTS 262,263,283,284 AND 285 (LESS ANY PART OF SAID LOTS IN RAINTREE VILLAGE CONDOMINIUM) AND INCLUDING 'EBE' LOTS 287 TO 292, INCLUSIVE, LOTS 297 AND 298 AND LOTS 300 TO 318, INCLUSIVE, IN RAINTREE VILLAGE UNIT FOUR, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 30, 2006 AS DOCUMENT 200600015999, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 5:

LOT 341, LOTS 346 TO 428, INCLUSIVE, LOTS 430 TO 432, INCLUSIVE, AND LOTS 436 TO 438, INCLUSIVE, IN RAINTREE VILLAGE UNIT FIVE, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 20, 2005 AS DOCUMENT 200500017195, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 6:

LOTS 439 TO 466, INCLUSIVE, LOTS 469 TO 483, INCLUSIVE, AND LOTS 485 TO 542, INCLUSIVE, IN RAINTREE VILLAGE UNIT SIX, BEING SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 7, 2007 AS DOCUMENT 200700032691, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXHIBIT B

Unit	Lot	Address	Street	Product	PIN
1	4	1920	Raintree Road	SF	05-04-401-016
1	10	481	Hazeltine Way	SF	05-04-378-008
1	13	421	Hazeltine Way	SF	05-04-378-005
1	14	401	Hazeltine Way	SF	05-04-378-004
1	16	371	Hazeltine Way	SF	05-04-378-002
2	139	2010	Ingemunson Lane	SF	05-03-354-001
2	140	2022	Ingemunson Lane	SF	05-03-354-002
2	141	2034	Ingemunson Lane	SF	05-03-354-003
2	142	2046	Ingemunson Lane	SF	05-03-354-004
2	143	2058	Ingemunson Lane	SF	05-03-354-005
2	147	2093	Ingemunson Lane	SF	05-10-103-006
3	234	2123 / 2125	Bluebird Lane	Duplex	05-03-354-007
3	235	2135 / 2137	Bluebird Lane	Duplex	05-03-354-008
3	236	2147 / 2149	Bluebird Lane	Duplex	05-03-378-001
3	237	2159 / 2161	Bluebird Lane	Duplex	05-03-378-002
3	240	2195 / 2197	Bluebird Lane	Duplex	05-10-125-002
3	241	2192 / 2194	Bluebird Lane	Duplex	05-03-377-001
3	242	2172 / 2174	Bluebird Lane	Duplex	05-03-377-002
3	243	1052 / 1054	Canary Ave	Duplex	05-03-377-003
3	244	1062 / 1064	Canary Ave	Duplex	05-03-337-004
4	264	1322 / 1324	Hawk Hollow Drive	Duplex	05-03-381-005
4	265	1312 / 1320	Hawk Hollow Drive	Duplex	05-10-128-001
4	266	1302 / 1304	Hawk Hollow Drive	Duplex	05-10-128-002
4	267	1292 / 1294	Hawk Hollow Drive	Duplex	05-10-128-003
4	268	1282 / 1284	Hawk Hollow Drive	Duplex	05-10-128-004
4	269	1272 / 1274	Hawk Hollow Drive	Duplex	05-10-128-005
4	270	1262 / 1264	Hawk Hollow Drive	Duplex	05-10-128-006
4	271	1252 / 1254	Hawk Hollow Drive	Duplex	05-10-128-007
4	272	1242 / 1244	Hawk Hollow Drive	Duplex	05-10-128-008
4	273	1232 / 1234	Hawk Hollow Drive	Duplex	05-10-128-009
4	274	1222 / 1224	Hawk Hollow Drive	Duplex	05-10-128-010
4	275	1212 / 1220	Hawk Hollow Drive	Duplex	05-10-128-011
4	276	1202 / 1204	Hawk Hollow Drive	Duplex	05-10-128-012
4	277	1196 / 1198	Hawk Hollow Drive	Duplex	05-10-128-013
4	278	1192 / 1194	Hawk Hollow Drive	Duplex	05-10-128-014
4	279	1186 / 1188	Hawk Hollow Drive	Duplex	05-10-128-015
4	280	1182 / 1184	Hawk Hollow Drive	Duplex	05-10-128-016
4	281	1176 / 1178	Hawk Hollow Drive	Duplex	05-10-128-017
4	282	1172 / 1174	Hawk Hollow Drive	Duplex	05-10-128-018
4	287	1842 / 1844 / 1846 / 1848	Wren Road	Townhome	05-03-382-002
4	288	1852 / 1854 / 1856 / 1858	Wren Road	Townhome	05-03-382-003
4	289	1861 / 1863 / 1865 / 1867	Wren Road	Townhome	05-03-381-001
4	290	1881 / 1883 / 1885 / 1887	Wren Road	Townhome	05-03-381-002
4	291	1332 / 1334 / 1336 / 1338	Hawk Hollow Drive	Townhome	05-03-381-004
4	292	1342 / 1344 / 1346 / 1348	Hawk Hollow Drive	Townhome	05-03-381-003
4	297	1121 / 1123 / 1125 / 1127	Goldfinch Avenue	Townhome	05-03-379-001
4	298	1101 / 1103 / 1105 / 1107	Goldfinch Avenue	Townhome	05-10-126-001
4	300	1110 / 1112 / 1120 / 1122	Hawk Hollow Drive	Townhome	05-10-128-023
4	301	1124 / 1126 / 1128 / 1132	Hawk Hollow Drive	Townhome	05-10-128-022
4	302	1134 / 1136 / 1138 / 1142	Hawk Hollow Drive	Townhome	05-10-128-021
4	303	1144 / 1146 / 1148 / 1152	Hawk Hollow Drive	Townhome	05-10-128-020
4	304	1154 / 1156 / 1158 / 1162	Hawk Hollow Drive	Townhome	05-10-128-019
4	305	1159 / 1161 / 1163 / 1165	Hawk Hollow Drive	Townhome	05-10-127-009
4	306	1151 / 1153 / 1155 / 1157	Hawk Hollow Drive	Townhome	05-10-127-010
4	307	1143 / 1145 / 1147 / 1149	Hawk Hollow Drive	Townhome	05-10-127-011
4	308	1135 / 1137 / 1139 / 1141	Hawk Hollow Drive	Townhome	05-10-127-012
4	309	1110 / 1112 / 1120 / 1122	Hawk Hollow Drive	Townhome	05-10-127-013
4	310	1109 / 1111 / 1121 / 1123	Hawk Hollow Drive	Townhome	05-10-127-014
4	311	1112 / 1120 / 1122 / 1124	Goldfinch Avenue	Townhome	05-10-127-001
4	312	2073 / 2075 / 2077 / 2079	Blueberry Hill	Townhome	05-10-127-002
4	313	2083 / 2085 / 2087 / 2089	Blueberry Hill	Townhome	05-10-127-003
4	314	1251 / 1253 / 1255 / 1257	Hawk Hollow Drive	Townhome	05-10-127-004
4	315	1241 / 1243 / 1245 / 1247	Hawk Hollow Drive	Townhome	05-10-127-005
4	316	1231 / 1233 / 1235 / 1237	Hawk Hollow Drive	Townhome	05-10-127-006
4	317	1221 / 1223 / 1225 / 1227	Hawk Hollow Drive	Townhome	05-10-127-007
4	318	1201 / 1203 / 1205 / 1207	Hawk Hollow Drive	Townhome	05-10-127-008
5	341	2056	Hearthstone Avenue	SF	05-09-232-003

EXHIBIT B

Unit	Lot	Address	Street	Product	PIN
5	346	2077	Hearthstone Avenue	SF	05-09-231-004
5	347	2120	Hartfield Avenue	SF	05-09-231-003
5	348	2112	Hartfield Avenue	SF	05-09-231-002
5	349	2104	Hartfield Avenue	SF	05-09-231-001
5	350	2121	Hartfield Avenue	SF	05-09-226-003
5	351	2143	Hartfield Avenue	SF	05-09-233-003
5	352	581	Warbler Lane	SF	05-09-233-001
5	353	576	Warbler Lane	SF	05-09-213-008
5	354	564	Warbler Lane	SF	05-09-213-007
5	355	556	Warbler Lane	SF	05-09-213-006
5	356	548	Warbler Lane	SF	05-09-213-005
5	357	536	Warbler Lane	SF	05-09-213-004
5	358	524	Warbler Lane	SF	05-09-213-003
5	359	512	Warbler Lane	SF	05-09-213-002
5	360	520	Warbler Lane	SF	05-09-213-001
5	361	467	Parkside Lane	SF	05-09-211-009
5	362	463	Parkside Lane	SF	05-09-211-010
5	363	459	Parkside Lane	SF	05-09-211-011
5	364	455	Parkside Lane	SF	05-09-211-012
5	365	451	Parkside Lane	SF	05-09-211-013
5	366	2201	Parkside Lane	SF	05-09-215-001
5	367	2111	Parkside Lane	SF	05-09-215-002
5	368	2223	Parkside Lane	SF	05-09-215-003
5	369	2235	Parkside Lane	SF	05-09-215-004
5	370	2247	Parkside Lane	SF	05-09-215-005
5	371	2259	Parkside Lane	SF	05-09-215-006
5	372	2289	Fairfax Way	SF	05-09-216-005
5	373	2281	Fairfax Way	SF	05-09-216-004
5	374	2275	Fairfax Way	SF	05-09-237-015
5	375	2263	Fairfax Way	SF	05-09-237-014
5	376	2251	Fairfax Way	SF	05-09-237-013
5	377	2243	Fairfax Way	SF	05-09-237-012
5	378	2235	Fairfax Way	SF	05-09-237-011
5	379	2227	Fairfax Way	SF	05-09-237-010
5	380	2211	Fairfax Way	SF	05-09-237-009
5	381	656	Manchester Lane	SF	05-09-237-008
5	382	638	Manchester Lane	SF	05-09-237-007
5	383	620	Manchester Lane	SF	05-09-237-006
5	384	584	Manchester Lane	SF	05-09-237-005
5	385	576	Manchester Lane	SF	05-09-237-004
5	386	568	Manchester Lane	SF	05-09-237-003
5	387	556	Manchester Lane	SF	05-09-237-002
5	388	544	Manchester Lane	SF	05-09-237-001
5	389	532	Manchester Lane	SF	05-09-216-003
5	390	520	Manchester Lane	SF	05-09-216-002
5	391	508	Manchester Lane	SF	05-09-216-001
5	392	509	Manchester Lane	SF	05-09-214-013
5	393	521	Manchester Lane	SF	05-09-214-012
5	394	533	Manchester Lane	SF	05-09-214-011
5	395	545	Manchester Lane	SF	05-09-214-010
5	396	557	Manchester Lane	SF	05-09-214-009
5	397	569	Manchester Lane	SF	05-09-214-008
5	398	577	Manchester Lane	SF	05-09-236-006
5	399	585	Manchester Lane	SF	05-09-236-005
5	400	593	Manchester Lane	SF	05-09-236-004
5	401	632	Coach Road	SF	05-09-236-003
5	402	602	Coach Road	SF	05-09-236-002
5	403	586	Coach Road	SF	05-09-236-001
5	404	582	Coach Road	SF	05-09-214-007
5	405	574	Coach Road	SF	05-09-214-006
5	406	562	Coach Road	SF	05-09-214-005
5	407	546	Coach Road	SF	05-09-214-004
5	408	534	Coach Road	SF	05-09-214-003
5	409	522	Coach Road	SF	05-09-214-002
5	410	510	Coach Road	SF	05-09-214-001
5	411	511	Coach Road	SF	05-09-213-017
5	412	523	Coach Road	SF	05-09-213-016

EXHIBIT B

Unit	Lot	Address	Street	Product	PIN
5	413	535	Coach Road	SF	05-09-213-015
5	414	547	Coach Road	SF	05-09-213-014
5	415	559	Coach Road	SF	05-09-213-013
5	416	567	Coach Road	SF	05-09-213-012
5	417	575	Coach Road	SF	05-09-213-011
5	418	583	Coach Road	SF	05-09-213-010
5	419	591	Coach Road	SF	05-09-213-009
5	420	593	Coach Road	SF	05-09-233-002
5	421	2155	Coach Road	SF	05-09-233-004
5	422	2142	Hartfield Avenue	SF	05-09-234-001
5	423	2154	Hartfield Avenue	SF	05-09-234-002
5	424	2162	Hartfield Avenue	SF	05-09-234-003
5	425	2176	Hartfield Avenue	SF	05-09-234-004
5	426	2188	Hartfield Avenue	SF	05-09-234-005
5	427	2181	Hearthstone Avenue	SF	05-09-234-006
5	428	2165	Hearthstone Avenue	SF	05-09-234-007
5	430	2135	Hearthstone Avenue	SF	05-09-234-009
5	431	2121	Hearthstone Avenue	SF	05-09-234-010
5	432	2120	Hearthstone Avenue	SF	05-09-235-001
5	436	2168	Hearthstone Avenue	SF	05-09-235-005
5	437	2182	Hearthstone Avenue	SF	05-09-235-006
5	438	3194	Hearthstone Avenue	SF	05-09-235-007
6	439	2202	Hearthstone Avenue	SF	05-09-235-008
6	440	2220	Hearthstone Avenue	SF	05-09-235-009
6	441	2263	Richmond Avenue	SF	05-09-235-010
6	442	2243	Richmond Avenue	SF	05-09-235-011
6	443	2223	Richmond Avenue	SF	05-09-235-012
6	444	2203	Richmond Avenue	SF	05-09-235-013
6	445	2161	Country Hills Drive	SF	05-09-235-014
6	446	2141	Country Hills Drive	SF	05-09-235-015
6	447	2121	Country Hills Drive	SF	05-09-235-016
6	448	2101	Country Hills Drive	SF	05-09-235-017
6	449	2091	Country Hills Drive	SF	05-09-235-018
6	450	2088	Country Hills Drive	SF	05-09-238-001
6	451	2096	Country Hills Drive	SF	05-09-238-002
6	452	2120	Country Hills Drive	SF	05-09-238-003
6	453	2144	Country Hills Drive	SF	05-09-238-004
6	454	2176	Country Hills Drive	SF	05-09-238-005
6	455	2212	Country Hills Drive	SF	05-09-238-006
6	456	2131	Tremont Avenue	SF	05-09-238-007
6	457	2125	Tremont Avenue	SF	05-09-238-008
6	458	2111	Tremont Avenue	SF	05-09-238-009
6	459	2105	Tremont Avenue	SF	05-09-238-010
6	460	2104	Tremont Avenue	SF	05-10-106-001
6	461	2110	Tremont Avenue	SF	05-10-106-002
6	462	2124	Tremont Avenue	SF	05-10-106-003
6	463	2134	Tremont Avenue	SF	05-10-106-004
6	464	2144	Tremont Avenue	SF	05-10-106-005
6	465	2154	Tremont Avenue	SF	05-10-106-006
6	466	2164	Tremont Avenue	SF	05-10-106-007
6	469	2221	Country Hills Drive	SF	05-09-242-001
6	470	2201	Country Hills Drive	SF	05-09-242-002
6	471	2252	Richmond Avenue	SF	05-09-242-003
6	472	2266	Richmond Avenue	SF	05-09-242-004
6	473	2274	Richmond Avenue	SF	05-09-242-005
6	474	2282	Richmond Avenue	SF	05-09-242-006
6	475	2288	Richmond Avenue	SF	05-09-242-007
6	476	2294	Richmond Avenue	SF	05-09-242-008
6	477	2312	Richmond Avenue	SF	05-09-242-009
6	478	2334	Richmond Avenue	SF	05-09-242-010
6	479	2346	Richmond Avenue	SF	05-09-242-011
6	480	2362	Richmond Avenue	SF	05-09-242-012
6	481	2404	Richmond Avenue	SF	05-09-242-013
6	482	2428	Richmond Avenue	SF	05-09-242-014
6	483	2456	Richmond Avenue	SF	05-09-242-015
6	485	2493	Fairfield Avenue	SF	05-09-243-016
6	486	2485	Fairfield Avenue	SF	05-09-243-015

EXHIBIT B

Unit	Lot	Address	Street	Product	PIN
6	487	2469	Fairfield Avenue	SF	05-09-243-014
6	488	2451	Fairfield Avenue	SF	05-09-243-013
6	489	2437	Fairfield Avenue	SF	05-09-243-012
6	490	2425	Fairfield Avenue	SF	05-09-243-011
6	491	2411	Fairfield Avenue	SF	05-09-243-010
6	492	2407	Fairfield Avenue	SF	05-09-243-009
6	493	2401	Fairfield Avenue	SF	05-09-243-008
6	494	2387	Fairfield Avenue	SF	05-09-243-007
6	495	2375	Fairfield Avenue	SF	05-09-243-006
6	496	2361	Fairfield Avenue	SF	05-09-243-005
6	497	2349	Fairfield Avenue	SF	05-09-243-004
6	498	2333	Fairfield Avenue	SF	05-09-243-003
6	499	2327	Fairfield Avenue	SF	05-09-243-002
6	500	2305	Fairfield Avenue	SF	05-09-243-001
6	501	2288	Fairfax Way	SF	05-09-239-001
6	502	2282	Fairfax Way	SF	05-09-239-002
6	503	2276	Fairfax Way	SF	05-09-239-003
6	504	2264	Fairfax Way	SF	05-09-239-004
6	505	2248	Fairfax Way	SF	05-09-239-005
6	506	2236	Fairfax Way	SF	05-09-239-006
6	507	2222	Fairfax Way	SF	05-09-239-007
6	508	2204	Fairfax Way	SF	05-09-239-008
6	509	2196	Fairfax Way	SF	05-09-239-009
6	510	2182	Fairfax Way	SF	05-09-239-010
6	511	661	Ashworth Lane	SF	05-09-239-011
6	512	641	Ashworth Lane	SF	05-09-239-012
6	513	621	Ashworth Lane	SF	05-09-239-013
6	514	601	Ashworth Lane	SF	05-09-239-014
6	515	581	Ashworth Lane	SF	05-09-239-015
6	516	561	Ashworth Lane	SF	05-09-239-016
6	517	541	Ashworth Lane	SF	05-09-239-017
6	518	521	Ashworth Lane	SF	05-09-239-018
6	519	501	Ashworth Lane	SF	05-09-239-019
6	520	502	Ashworth Lane	SF	05-09-240-001
6	521	522	Ashworth Lane	SF	05-09-240-002
6	522	542	Ashworth Lane	SF	05-09-240-003
6	523	572	Ashworth Lane	SF	05-09-240-004
6	524	602	Ashworth Lane	SF	05-09-240-005
6	525	622	Ashworth Lane	SF	05-09-240-006
6	526	642	Ashworth Lane	SF	05-09-240-007
6	527	662	Ashworth Lane	SF	05-09-240-008
6	528	665	Bramore Lane	SF	05-09-240-009
6	529	645	Bramore Lane	SF	05-09-240-010
6	530	625	Bramore Lane	SF	05-09-240-011
6	531	605	Bramore Lane	SF	05-09-240-012
6	532	555	Bramore Lane	SF	05-09-240-013
6	533	525	Bramore Lane	SF	05-09-240-014
6	534	505	Bramore Lane	SF	05-09-240-015
6	535	508	Bramore Lane	SF	05-09-241-001
6	536	538	Bramore Lane	SF	05-09-241-002
6	537	608	Bramore Lane	SF	05-09-241-003
6	538	648	Bramore Lane	SF	05-09-241-004
6	539	668	Bramore Lane	SF	05-09-241-005
6	540	2466	Fairfield Avenue	SF	05-09-241-006
6	541	2444	Fairfield Avenue	SF	05-09-241-007
6	542	2422	Fairfield Avenue	SF	05-09-241-008

Park Landscape Plan

RAINTREE VILLAGE PHASE 4

Yorkville, Illinois

March 1, 2019

CONSULTANTS:



LANDSCAPE ARCHITECT:
GARY R. WEBER ASSOCIATES, INC
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187



CIVIL ENGINEER:
MACKIE CONSULTANTS, LLC.
9575 WEST HIGGINS ROAD, SUITE 500
ROSEMONT, ILLINOIS 60018



LOCATION MAP
SCALE: 1"=600'

INDEX OF SHEETS

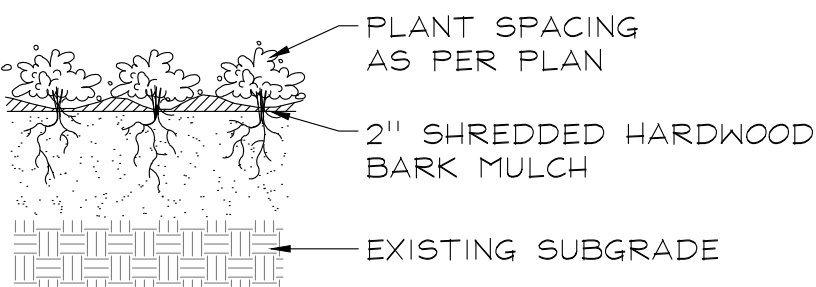
<u>SHEET NO.</u>	<u>DESCRIPTION</u>
0	COVER SHEET
1	LANDSCAPE PLAN
2	LAYOUT PLAN
3	LANDSCAPE SPECIFICATIONS
4	LANDSCAPE SPECIFICATIONS

LENNAR®

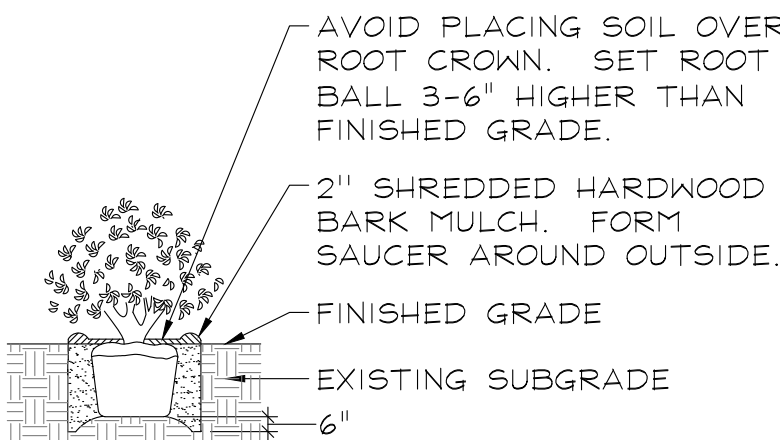
GENERAL NOTES

- 1. Contractor shall verify underground utility lines and is responsible for any damage.
- 2. Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- 3. Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- 4. The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- 5. Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- 6. Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- 7. See General Conditions and Specifications for landscape work for additional requirements.

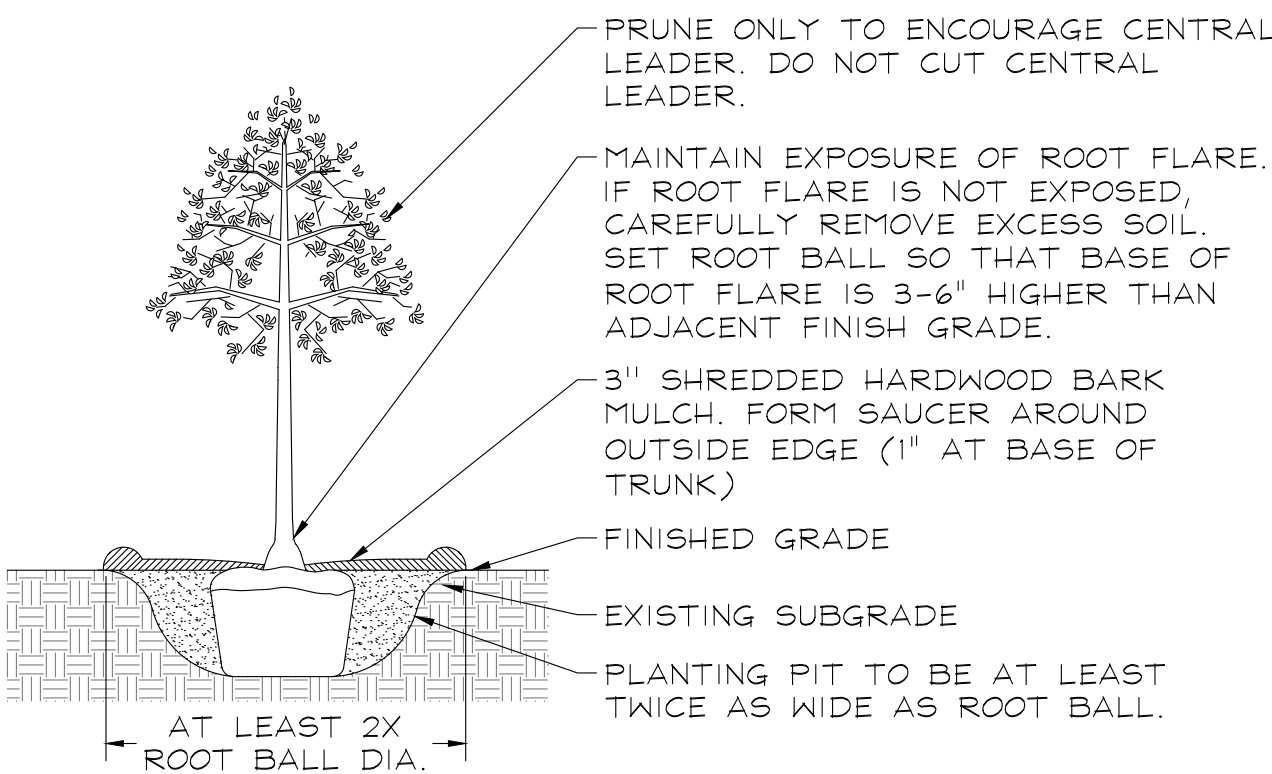
PLANTING DETAILS



PERENNIALS AND GROUNDCOVERS
NOT TO SCALE



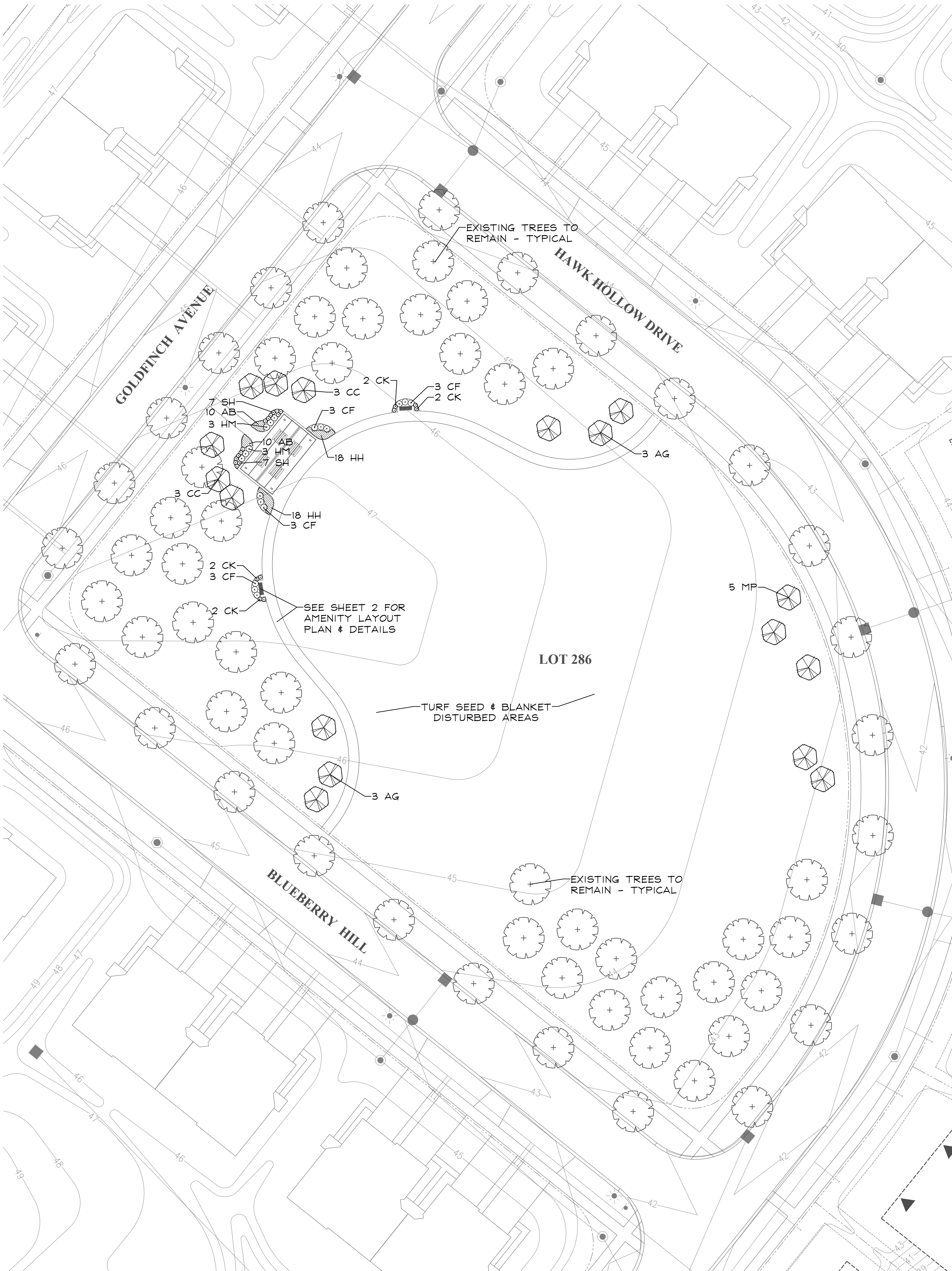
DECIDUOUS AND EVERGREEN SHRUBS
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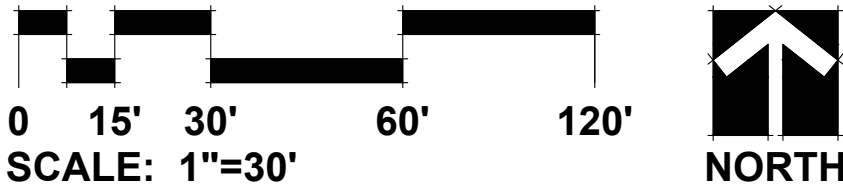
DECIDUOUS TREES
NOT TO SCALE

PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL TREES				
AG	6	Amelanchier x grandiflora APPLE SERVICEBERRY	8' Ht.	Multi-Stem
CC	6	Cercis canadensis EASTERN REDBUD	8' Ht.	Multi-Stem
MP	5	Malus 'Prairifire' PRAIRIFIRE CRABAPPLE	8' Ht.	Multi-Stem
DECIDUOUS SHRUBS				
CF	12	Cornus sericea 'Farrow' ARCTIC FIRE REDTIG DOKWOOD	24" Tall	3' O.C.
HM	6	Hydrangea macrophylla 'Bailmer' ENDLESS SUMMER HYDRANGEA	24" Tall	3' O.C.
ORNAMENTAL GRASSES				
CK	8	Calamagrostis acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	24" O.C.
SH	14	Sporobolus heterolepis PRAIRIE DROPSSEED	#1	24" O.C.
PERENNIALS				
AB	20	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
HH	36	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
MISC. MATERIALS				
	7	SHREDDED HARDWOOD MULCH	C.Y.	
	AS REQ'D	TURF SEED & BLANKET	S.Y.	



OVERALL LANDSCAPE PLAN



GR
WA

GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

CLIENT

LENNAR
1141 E. MAIN STREET
SUITE 108
EAST DUNDEE, ILLINOIS 60118

ENGINEER

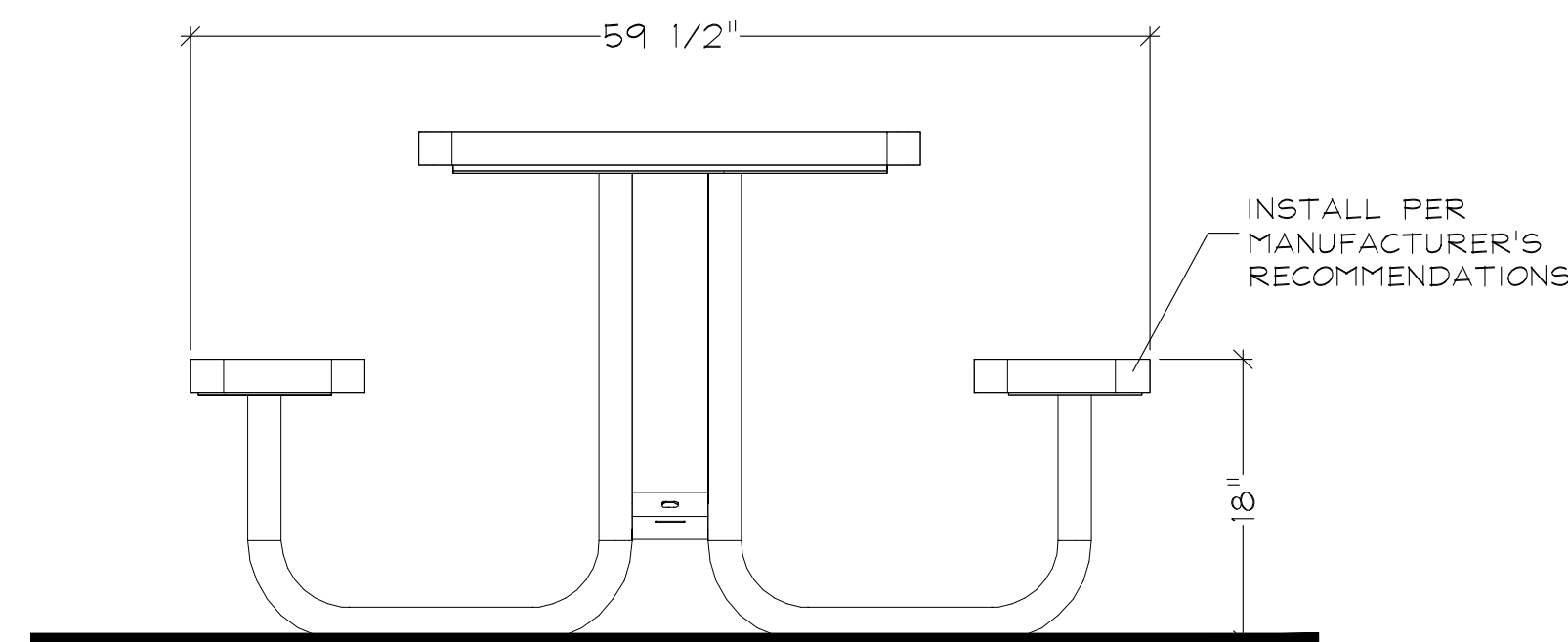
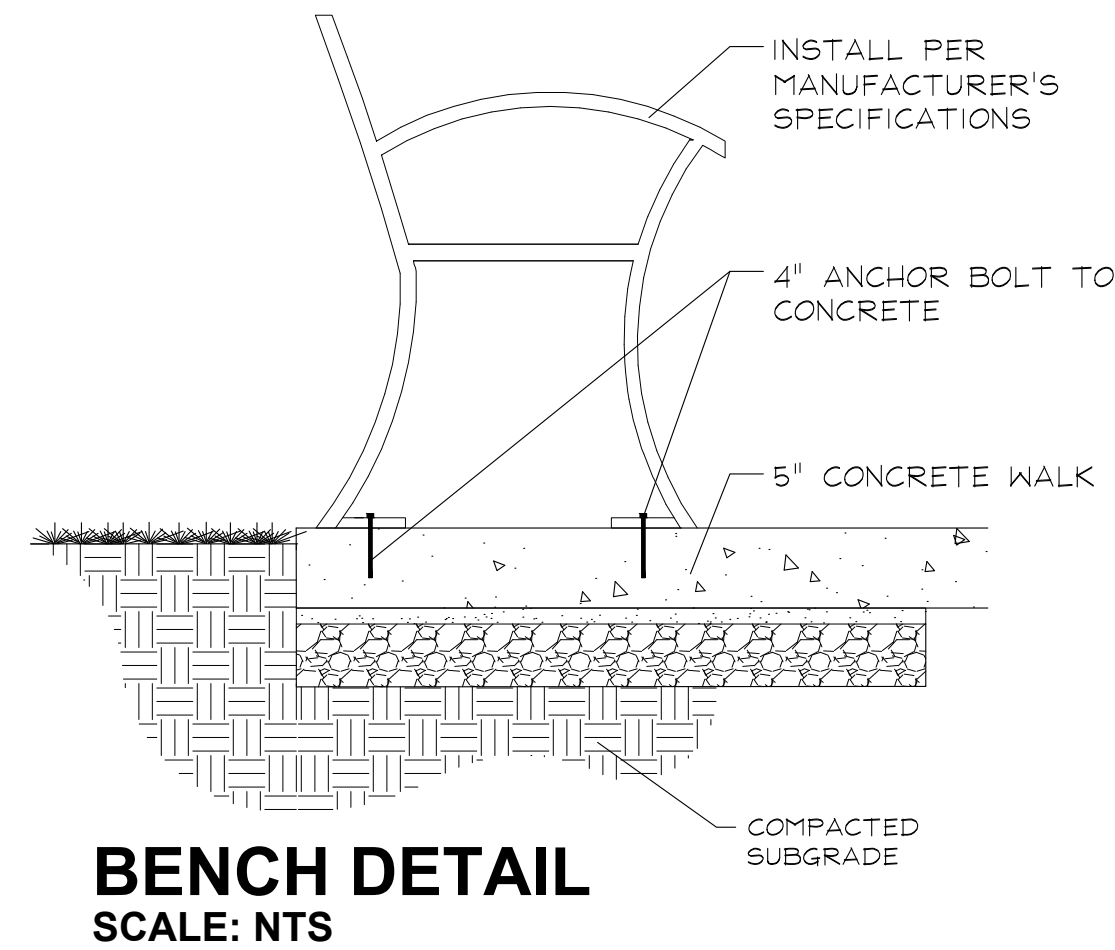
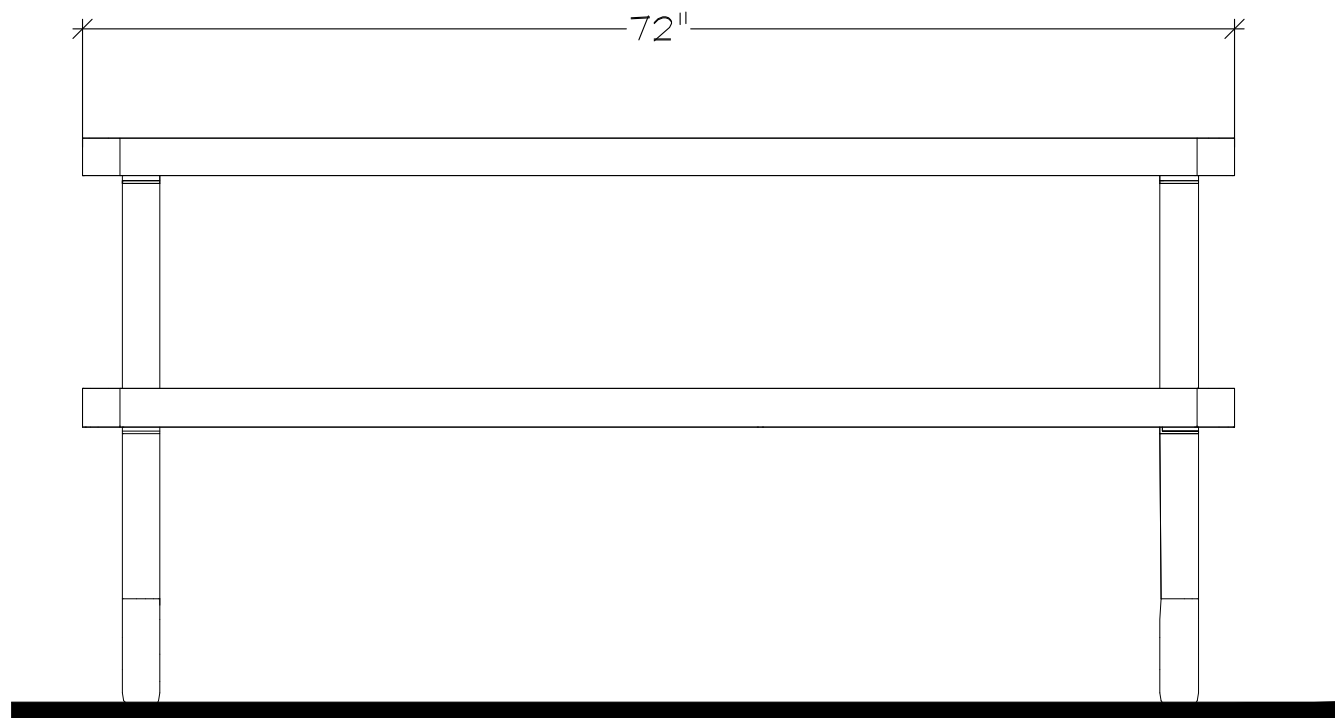
MACKIE CONSULTANTS, LLC
9575 W. HIGGINS ROAD
SUITE 500
ROSEMONT, IL 60018

RAINTREE VILLAGE PHASE 4
PARK LANDSCAPE PLAN
YORKVILLE, ILLINOIS
LANDSCAPE PLAN

1	3.01.2019
REVISIONS	

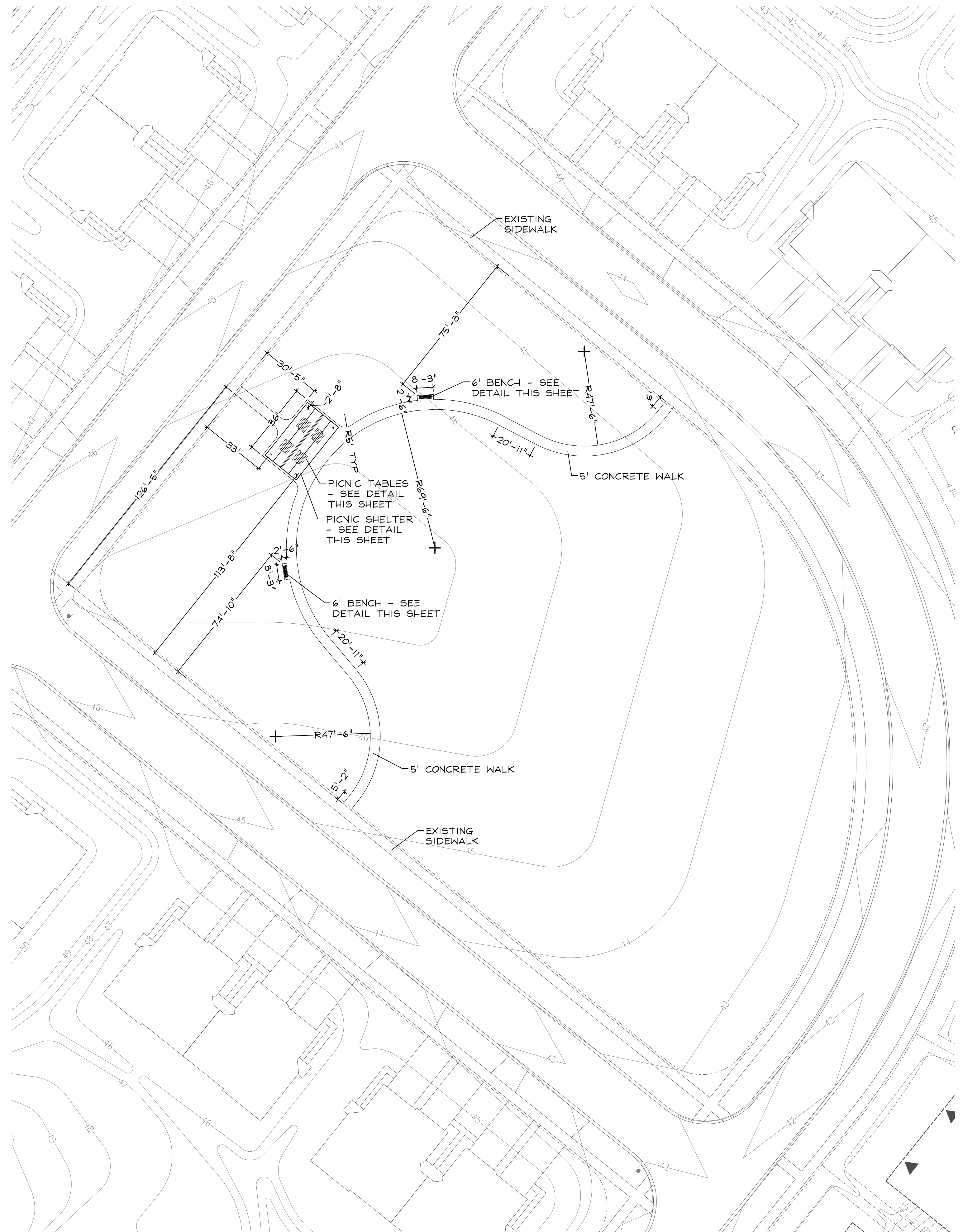
DATE	2.21.2019
PROJECT NO.	LN1815
DRAWN	GFB
CHECKED	MGM
SHEET NO.	

ITEM	QTY	MODEL	MANUFACTURER	COMMENT/CONTACT
PARK SHELTER	1	CHELSEY 20x34	POLIGON	ROOF COLOR: PATINA GREEN FRAME COLOR: FOX HOLLOW GRAY
BENCH	2	B6WBCCLASSCASINO	SUPERIOR RECREATION PRODUCTS	PLAYCORE (309)-339-0536 FRAME#SEAT COLOR: BLACK
PICNIC TABLE	4	T6RC	SUPERIOR RECREATION PRODUCTS	PLAYCORE (309)-339-0536 FRAME#SEAT COLOR: BLACK SURFACE MOUNT
CONCRETE WALK	2,970 S.F.			5" THICK



POLYGON SHELTERS
 MODEL: CHELSEA 20x34
 ROOF COLOR: PATINA GREEN
 FRAME COLOR: FOX HOLLOW GRAY

SHELTER DETAIL
 SCALE: NTS



PARK LAYOUT PLAN

0 15' 30' 60' 120'

SCALE: 1"=30'

NORTH

I. GENERAL SPECIFICATIONS

A.Scope of Work

- This work shall consist of preparing the planting beds, seedbed or ground surface, and furnishing, transporting and placing plants, mulch, seed, sod, fertilizer and other materials required in the specified operations.
- Planting required for this work is indicated on the Landscape Plans and, in general consists of the following:
 - The establishment of trees, shrubs, perennials, annuals, lawn and natural areas as shown on the Landscape Plans;
 - The provision of post-planting management as specified herein;
 - Any remedial operations necessary for conformance with The Landscape Plans as specified in this document;
 - The design, furnishing and installation of a complete underground sprinkler system at locations noted on plan.

B. General

1. Permits

The Landscape Contractor shall be responsible for obtaining any permits required for the completion of the work and shall be responsible for the cost of the same.

2. Field Verification

Upon notice to begin work the Landscape Contractor shall verify all existing conditions of the site and shall report any conditions that will impede the beginning of work to the Landscape Architect in writing. The Landscape Contractor shall examine areas, conditions, grades, soils and water levels under which work is to be performed and notify the Landscape Architect of conditions detrimental to the proper and timely completion of the work.

3. Existing Utilities

The Landscape Contractor shall verify location of all underground utilities before construction. Contact J.U.L.I.E at 1.800.892.0123; 48 hours prior to digging. Notification of any disturbance of existing utilities shall be given to the Landscape Architect immediately. Should uncharted or incorrect utilities be encountered, notify the Landscape Architect immediately.

4. Inspections of Project

During the construction period, all phases of work shall be available for inspections by the Landscape Architect. All plant material shall be subject to inspection and approval, and the Landscape Architect reserves the right to reject any plants which fail to meet the standards of this inspection. The Landscape Architect reserves the right to inspect nursery stock either at place of growth or at site for compliance with requirements of variety, size and quality.

C.Quality Assurance

- The Landscape Contractor shall provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this Section and shall comply with work site requirements.
- The Landscape Contractor must verify with the Landscape Architect at the commencement of work that he has the most current set of plans for the project and that one set of the current plans, clearly marked "Field Set", must be on the jobsite at all times.
- The Landscape Contractor shall provide protection for structures, utilities, roads, trees and vegetation from damages caused by settlement, undermining, washout and other hazards created by landscape operations.
- The Landscape Contractor shall provide and maintain fences, planking, guard lights, barricades, warning signs and guards as necessary for protection of material storage, curbs, sidewalks, streets, drives and adjoining property.
- Any damage to utilities, structures, plantings, or lawns which result from the Landscape Contractor's course of work will be repaired at the Landscape Contractor's expense, to the satisfaction of the Landscape Architect, in a reasonably timely manner with as little inconvenience to the Owner as possible.
- Existing trees, shrubs and plant material to remain shall be protected. Damage to existing plants which result from the Landscape Contractor's course of work shall be repaired by a qualified nurseryman or replaced with approved material per village ordinance at the expense of the Landscape Contractor.
- All planting techniques and methods shall be consistent with the latest edition of "Horticulture Standards of Nurseryman" and as detailed on the drawings.
- Landscape Contractor shall maintain all relevant erosion control devices destroyed or disrupted during landscape installation. Erosion control measures shown on the approved erosion control plans, plus any additional measures deemed necessary by the Owner or public agency having jurisdiction over erosion control. Erosion control devices include, but are not limited to, silt fence, straw bales, erosion control logs, filter fabric in storm structures, filter baskets ditch checks and siltation basins.

D.Substitutions

- Substitution from the approved plans will be accepted only when satisfactory evidence in writing is submitted to the Landscape Architect,showing that the plant specified is not available.
- Landscape Contractor shall submit request for approval to substitute plant material available and shall include Common and Botanical names and size of substitute material.
- Only those substitutions of equivalent size and having essential characteristics similar to the originally specified material will be approved.
- Acceptance or rejection of substitute plant materials will be issued in writing by the Landscape Architect, following approval by Lennar and the governing Municipality or Regulatory Agency.
- Any unauthorized substitutions will be removed and replaced by the Landscape Contractor at the expense of the Landscape Contractor.

E. Submittals

- Nursery List: In Bid Proposal Form Landscape Contractor shall identify a list of area nurseries from where nursery stock for the job will be obtained.
- Materials List: Before any plant materials are delivered to the job site, submit to the Landscape Architect a complete list of all plants and other items to be installed and the nursery sources.
- Certification of Inspection: Shall accompany each shipment of plants as may be required by law for transportation. File certificates with the Landscape Architect prior to acceptance of the material. Inspection by Federal or State authorities at place of growth does not preclude rejection of the plants at the site.
- Planting Schedule: Submit proposed planting schedule with dates for review and inspection of plants by the Landscape Architect prior to planting.
- Soil Tests: Submit two (2) copies of soils test of existing topsoil with recommendations for soil amendments for Landscape Architect's review.
- Seed: Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentage of purity, germination, and weed seed for each grass species and date tested.
- Sod: Submit sod grower's certification of grass species. Identify source location in Bid Proposal Form.
- Mulch and Erosion Control Blankets: Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- Maintenance Instructions: Submit to the Landscape Architect typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work after preliminary acceptance of plantings and turf areas. Submit prior to beginning of warranty period. Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be submitted prior to request for preliminary inspection for acceptance.

F. Product Handling

- Delivery and Storage
 - Deliver all items to the site in their original containers with all labels intact and legible at the time of inspection.
 - Immediately remove from the site all plants which are not true to name and all materials which do not comply with the provisions of these Specifications.
 - Use all means necessary to protect plant materials before, during, and after installation and to protect the installed work and materials of all other trades.
 - Cover all plant material transported in open vehicles with a protective covering to prevent windburn.

2. Time of Planting

- All planting shall be performed during favorable weather conditions and only during normal and accepted planting seasons when satisfactory growing conditions exist.
- The planting operations shall not be performed during times of extreme drought, when ground is frozen or during times of other unfavorable climatic conditions unless otherwise approved by the Landscape Architect. The Landscape Contractor assumes full and complete responsibility for such plantings and operations.

G.Materials

1. Plant Material

Provide plants typical of their species or variety with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.

- Balled and burlapped plants shall have a firm natural ball of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable
- Tree spade transplanting is acceptable for plants 6" caliper and larger after acceptance of plant by the Landscape Architect. Tree spade must be of a size generally accepted in the trade to safely move the tree size.
- Container grown stock shall be grown in a container for a sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - No plants shall be loose in the container.
 - Container stock shall not be pot bound.
 - All container plants used on the project shall conform to the sizes indicated on the plant list and on the drawings.
- No evidence of wounds and/or pruning cuts shall be permitted unless approved by the Landscape Architect.
- When specified by caliper, provide shade and ornamental trees with a single main trunk. When specified by height, provide shade and ornamental trees as multi-stemmed plants with not less than three main trunks and side branches that are generous and well twigged.
- Evergreen trees shall be branched to the ground unless otherwise specified and accepted.
- Provide plants matched in form when arranged in groups.
- All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of two years. Comply with sizing and grading standards of the latest edition of "American Standards of Nursery Stock" A plant shall be dimensioned as it stands in its natural position. No plants shall be loose in the container.
 - Shade Tree and Ornamental Tree caliper shall be measured at a point on the trunk six (6) inches above natural ground line for trees up to and including four (4) inches in diameter, and at a point twelve (12) inches above the natural ground line for trees over four (4) inches in diameter.
 - Height of Evergreen Trees is measured from the natural ground line to the first lateral branch closest to the top.
 - Height of Clump Ornamental Trees is measured from the natural ground line to the beginning last year's growth.
 - Shrub and small plants shall meet the requirements for spread and/or height indicated on the plant list and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required.

2. Sub-drainage Systems

- Provide piping types and sizes indicated. Provide matching reducers, adapters, couplings, fittings and accessory components to ensure continuity of the sub-drainage system.
 - Plastic tubing shall be ASTM F405, corrugated Polyethylene drainage tubing, perforated or solid as required.
 - Sub-drainage fill shall be AASHTO M43 (3/8" to 3/4") clean uniformly graded stone or gravel.
 - Sub-drainage filter fabric shall be DuPont "Typar" or other non-woven porous polypropylene fabric approved by the Landscape Architect.

3. Grass Seed

- All seeds shall be guaranteed by the vendor to be true to name and variety.
- Seed mixtures shall be fresh, clean new crop with a tolerance for purity and germination established by the Official Seed Analysts of North America. Seed will not contain any noxious weed seeds.
- Seed mixtures shall be proportioned by weight and shall be as specified on the drawings. If no seed mix is specified, the following general turf seed mix shall be used:

65% Improved Kentucky Bluegrass (minimum three (3) varieties)
25% Improved Perennial Ryegrass (minimum two (2) varieties with endophytes)
10% Creeping Red Fescue

If this general turf seed mix is used, the Landscape Contractor must submit the vendor's seed varieties, composition and application rate to the Landscape Architect for approval prior to ordering.

4. Erosion Control Blanket

- Futura environet seed blanket matting shall be used. Secure with 4" biostakes.

5. Sod

- Sod used shall be an approved blend of improved Kentucky Bluegrass (such as: Midnight, Allure, Viva, Washington and Liberty) with a mineral back that is adapted to the locality of work. It shall be either nursery grown or field grown and be well rooted. The consistency of adherent soil shall be such that it will not break, crumble, or tear during handling and placing of the sod. Landscape Architect reserves the right to reject unacceptable sod.
- Each piece of sod shall be well covered with turf grass, shall not be less than two (2) years old, shall be free from noxious weeds and other objectionable plants, and shall not contain substances injurious to growth.
 - All sod used shall comply with state and federal laws with respect to inspection for plant diseases and insect infestation.
 - Each sod shipment shall be accompanied by an invoice from the vendor giving quantity and certifying that the sod received meets all requirements contained in these specifications.

6. Seed Fertilizer

- Fertilizer for seeded areas shall be a granular non-burning product from a commercial source composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer, uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer types and ratios shall be as follows:
 - Starter fertilizer with an approximate analysis of 13-25-12 at the rate of 4 lbs. per 1,000 S.F. or similar composition approved by the Landscape Architect.
 - Post emergent fertilizer with an approximate analysis of 25-0-5 at a rate of 4 lbs. per 1,000 S.F. or similar composition approved by the Landscape Architect.

7. Sod Fertilizer

- Fertilizer for sod areas shall be a granular non-burning professional product from a commercial source, uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer ratio shall be a ratio of 13-25-12 at the rate of 4 lbs. per 1,000 S.F.

8. Plant Fertilizer

- Fertilizer for plants shall be a granular non-burning standard commercial grade product, uniform in composition, free flowing and suitable for application with approved equipment and an analysis of 14-14-14 at the rate of 6 lbs. per 1,000 S.F.

9. Native Planting Mixtures

Provide fresh, clean, new crop of the species and proportions as specified. Native seed and live plant material shall be obtained from a reputable supplier (approved by Landscape Architect) that has collected from sources west of the Mississippi River within the same EPA Level III Ecoregion as the project site (Central Corn Belt Plains). Any material sourced from outside this ecoregion must be approved by the Landscape Architect prior to installation.

For each species, the amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre. Seed tags and PLS testing information shall be provided to the Landscape Architect prior to seeding.

It is the sole responsibility of the Native Landscape Contractor to provide approved seed that meets industry-standard PLS requirements.

10. Mulch

- Mulch for tree and shrub planting beds shall be dark shredded hardwood bark mulch, six month old, not larger than 4" in length and 1/2" in width, free of woodchips and sawdust. Submit sample to Landscape Architect for approval.
- Mulch for perennial flower, annual flower and groundcover planting beds shall be pinebark fines. Submit sample to Landscape Architect for approval.

11. Topsoil

- Topsoil shall be available adjacent to the community site for use on project or in backfill mixes as specified. Initial fine grading to be done by Excavation Contractor.
- Touch up movement and placement of this topsoil shall be at the sole expense of the Landscape Contractor.
- Topsoil stockpile placement will be coordinated with Excavator to ensure easy access to Contractor.

12. Planting Bed Soil Mixture (Perennial, Annual and Groundcover Beds)

- Provide planting soil mixture consisting of equal parts cooled mushroom compost and pinebark fines (Same as Midwest Trading CM30 mix) at 1 C.Y. per 100 S.F. incorporated into all perennial, annual and groundcover areas. Planting pits shall be excavated and filled with friable topsoil (stockpiled at site) to a depth of 8" prior to adding and incorporating planting bed soil mixture.

13. Accessories

- Water: Water provided by the Landscape Contractor shall be free of substances harmful to plant growth. All necessary hose piping, tank truck and other methods of transportation shall be supplied by the Landscape Contractor.
- Downspout Splash Areas:
 - Downspout splash areas in lawns shall be 24" concrete splash blocks.
 - Downspout splash areas in mulch shall be washed gravel sub-base 0.5-0.75" diameter and 3-4" diameter granite cobblestone surface with geotextile filter fabric lining sides and bottom of trench.
- Sand: Sand shall be coarse "torpedo" sand.
- Pea gravel: Pea gravel shall be 1/8" to 1/4" washed gravel.
- Retaining Walls: Retaining walls must always be installed in strict compliance with manufacture's recommendations for sizing and reinforcement
 - Retaining wall material shall be as specified on the drawings or as approved by the Landscape Architect
- Anti-Desiccant: Anti-Desiccant shall be an applicable emulsion which forms a transparent protective film over plant surface, permeable enough to permit transpiration. (Wilt-Pruf, manufactured by Nursery Specialty Products, Inc. or approved equal).
- Herbicide: Herbicide shall be a granular form of herbicide applied in shrub and ground cover beds in strict accordance with the manufacturer's directions and recommendations. Acceptable products are "Treflan", "Ronstar" or approved equal.

H.Installation and Execution

1. Inspection

- Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that such work is complete to the point where this installation may properly commence. Verify that planting may be completed in accordance with the original design and the referenced standards. Work will commence only when satisfactory conditions exist.
- Check that grading, including spreading of topsoil and all other sub-surface work in lawn areas have been completed and accepted by Lennar. Start of work in this section shall constitute acceptance of grade. Lawn irrigation system must be completed and in operation before seeding and sodding begins.
- Saturate and fill tree and shrub pits with water to test drainage before planting. Provide gravel drains and venting tubes at pits, which are more than half full of water after 24 hours.
- The Landscape Contractor shall notify the Landscape Architect prior to plant installation. The Landscape Architect, at his discretion, may inspect all plant material and layout prior to planting.

2.Preparation

Trees, Shrubs, Perennials, Annuals and Groundcovers

- Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- Locate plants as indicated or as approved in the field by the Landscape Architect after staking by the Landscape Contractor. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate locations have been selected by the Landscape Architect.
- Excavate circular plant pits with tapered sides as shown on the drawing details. In general, all plant pits shall have a rounded bottom with the depth of the pit equal to the depth of the ball to be planted. The diameter of the pit shall be a minimum of two (2) times the width of the ball.
- Excavate all clay and debris to 8" depth beneath all perennial, ornamental grass, annual flower, and groundcover beds. Backfill with 12" amended topsoil, thus resulting in all these areas being elevated or crowned by 4" wherever site drainage allows.

Seeding and Sodding

- Seed and sod bed preparation shall not be started until all stones, boulders, debris, and similar material larger than 1 inch in diameter have been removed. The area to be seeded shall be worked to a minimum depth of 6 inches with a disk or other equipment, reducing all soil particles to a size not larger than 1 inch in the largest dimension. Bed prep shall occur on the contour, where possible. The prepared surface shall be relatively free from all weeds, stones, roots, sticks, rivulets, gullies, crusting and caking. Do not overwork or powder fine seedbed.
- Upon completion of the above, any rocks or stones larger than one (1) inch in diameter shall be removed from the surface prior to seeding. If excessive amount of rocks are present in native soil Contractor should contact the Landscape Architect immediately.
- Landscape Contractor shall remove all debris and dispose of such material legally off-site.
- The areas to be seeded shall be assumed to be at final grades established by Excavator. The Landscape Contractor, however, shall be responsible for the proper drainage of the entire area. The Landscape Contractor shall fine grade all turf areas including any grading necessary to eliminate ponding of water, ruts or ridges. Limit preparation to areas which will be grassing within 48 hours.
- Immediately prior to the seed and sod bed preparation, specified fertilizer nutrients shall be uniformly spread at the following rate:
 - 5 lbs. per 1000 S.F.
- Final surface of topsoil immediately before seeding shall be within plus or minus 1/2" of required elevation, with no pockets or low spots in which water can collect. Restore prepared areas to specific condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding or sodding. Finish grade surface with a drag or rake, Round out all breaks in grade, smooth down all lumps and ridges, fill in all holes and crevices.
- In the event of settlement, re-adjust the work to required finish grade.

3. Planting

Plant nursery stock immediately upon delivery to the site and approval by the Landscape Architect. If immediate planting is not possible a holding area on-site must be established in a location approved by Lennar. All plant material in the holding area must have the rootball heeled in damp mulch and be protected from excessive sun and wind. The Landscape Contractor must operate and maintain the holding area in a neat and orderly appearance.

All planting shall be performed during favorable weather conditions and only during normal and accepted planting seasons when satisfactory growing conditions exist. The planting operations shall not be performed during times of extreme drought, when ground is frozen or during times of other unfavorable climatic conditions unless otherwise approved by the Landscape Architect. The Contractor assumes full and complete responsibility for such plantings and operations.

Trees and Shrubs

- Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb and faced to give best appearance or relationship to each other or adjacent structure. Set plant material 2" above the adjacent grade. The Contractor is responsible for planting to correct grades and alignment and all plants shall be set so that when settled will bear the same relationship to finished grade as they did before being transported.
- Remove all non-biodegradable strings and twine from top of ball. Remove non-biodegradable burlap from all 1/3 of ball after the tree is set in the planting hole. The wire basket should remain. Fold the top portion of the wire basket into the hole.
- Any topsoil excavated from plant pits shall be used in the backfill soil mixture. No filling will be permitted around trunks or stems. Backfill the pit with topsoil. Do not use frozen or muddy mixture for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

- After setting plants in pit to proper grade compact 6" of soil around base of ball. Fill the entire planting hole with water and allow to soak in. Gradually backfill remaining space around the ball or roots and compact the soil thoroughly using water to eliminate all voids and thoroughly soak the plant root ball.
- Within 24 hours of planting slowly re-water the plant thoroughly soaking the root ball again.
- Install enough topsoil to insure finished grades are met after settling.
- All excess soil, other than topsoil, excavated from pits, shall be removed from the holes and left on site in locations designated by Lennar.
- After planting apply specified commercial pre-emergent herbicide per manufacturer's directions to all shrub beds.

Perennials, Ornamental Grasses, Annual Flowers and Groundcovers

- Where perennials, ornamental grasses, annual flowers and groundcovers are specified on the plans, prepare entire plant bed incorporating a 1 C.Y. layer of planting soil mixture per 100 S.F. Incorporate commercial 14-14-14 fertilizer into prepared soil mixture at a approximate rate of 6 lbs. per 1000 S. F.
- Space plants in accordance with dimensions indicated on the plans. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 18" of the trunks of trees and shrubs or at edge of plant ball whichever is closest. Plant to within 12" of edge of bed.
- After planting apply specified commercial pre-emergent herbicide per manufacturer's directions to all planting beds. Confirm herbicide compatibility with all plant material in beds and notify the Landscape Architect immediately if a conflict exists.

Seeding

- Install seed under favorable weather conditions unless approved by the Landscape Architect. The conditions of the guarantee apply regardless of the date of installation. The generally accepted times for seeding are:

Spring - April 1st to June 15th
Fall - September 15th to just before first frost
- Seed indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
- Seed with specified seed mix at rate specified on the drawings or at a rate of 5 lbs. per 1000 S.F.
- Broadcast Seeding: Using a broadcast seeder, sow seed evenly over entire area by sowing equal quantities in two directions at right angles to each other. Do not seed when wind speed exceeds five (5) miles per hour. Seeding by hand is not allowed.
- Following seeding the area shall be lightly raked to incorporate seed into top 1/8" to 1/4" of soil. Remove all stones and other debris greater than 1 inch in any dimension which are visible shall be removed and disposed of legally off-site. Areas shall then be smoothed by rolling with a hand roller.
- Mechanical Seeding: Using a "Brillion-type" seeder and cultipacker, sow seed evenly over entire area sowing equal quantities in two directions at right angles to each other. Using this method raking and rolling is not required.
- Following seeding, all seed areas will be covered with specified erosion control seed matting and stapled in place.
- Following seeding, raking and matting, the entire area shall be watered by use of lawn sprinklers or other means approved by the Landscape Architect. Landscape Contractor shall assure initial watering continues until the equivalent of two inches of water has been applied to entire seed surface, at a rate which will not dislodge the seed.
- Landscape Contractor shall assure watering is repeated thereafter as frequently as required to prevent drying of the surface and to ensure proper establishment.
- Landscape Contractor shall mow the lawn area as soon as top growth reaches a 3 inch height. Cut back to 2 inch height. Not more than 33% of grass leaf shall be removed at any single mowing. The contract shall include a minimum of 3 (three) mowings. Repeat mowing as required to maintain specific height until Landscape Architect issues preliminary acceptance of completed work.
- It shall be the Landscape Contractor's responsibility to determine and implement whatever procedures deemed necessary to establish the turf as part of the work. Reseed bare areas and provide erosion control as necessary until complete establishment achieved.
- Areas of seed installation will not be accepted unit it meets the growth coverage specifications detailed by Illinois Department of Transportation.

Sodding

- Transport sod in either a closed van or in properly covered open trucks.
- Maintain sod in a moist condition from cutting until placement. Any sod that has dried out, or excessively heated will be rejected and shall be immediately removed and legally disposed of off-site by the Landscape Contractor. Replacement of rejected sod shall be at the expense of the Landscape Contractor.
- Sod shall be placed within 24 hours of cutting. Do not use sod cut for more than 24 hours without the approval of the Landscape Architect.
- Sod shall be placed when the ground is in a workable condition and temperatures are less than 90oF. Do not lay dormant sod or install sod on saturated or frozen soil or during an extended drought.
- The sod shall be placed on the prepared surface with the edges in close contact and alternate courses staggered. Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod strips. Do not overlay edges. Stagger strips to offset joints in adjacent courses. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.
- In ditches, the sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch. On slopes, install preliminary row of sod in a straight line, starting at the bottom of the slope, the sod shall be placed with the longer dimension parallel to the contours of the ground. Place subsequent rows parallel to and lightly against previously installed row. The exposed edges of sod shall be buried flush with the adjacent soil.
- All sod shall be rolled with a light drum roller to ensure contact with sub-grade, uniformity and foster root knitting.
- The sod shall be staked on all slopes of 3:1 or steeper to prevent slippage. Sod shall be staked with #2 stakes per square yard of sod as necessary to stabilize with at least one stake for each piece of sod.
- Sodded areas shall be watered to ensure proper establishment. Sod shall be watered thoroughly with fine spray immediately after laying and not be allowed to dry out. Any sod that has shrunk shall be replaced. Landscape Contractor shall assure initial watering continues until the equivalent of two inches of water has been applied to entire sod surface, at a rate which will not dislodge the sod.
- Landscape Contractor shall assure watering is repeated thereafter as frequently as required to prevent drying of the surface and watering shall continue through preliminary acceptance to ensure proper establishment.
- Landscape Contractor shall mow the lawn area as soon as top growth reaches a 3 inch height. Cut back to 2 inch height. Not more than 40% of grass leaf shall be removed at any single mowing. The contract shall include a minimum of 3 (three) mowings. Repeat mowing as required to maintain specific height until Landscape Architect issues preliminary acceptance of completed work.

Native Seeding and Planting

- The period for planting prairie seed shall be between April 1st and June 15th, or as soon thereafter as the soil is free of frost and in workable condition, and from September 15 to freeze up. If these dates are adjusted, it shall be the responsibility of the Landscape Contractor to ensure establishment of the seed.
- Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
- If present, compacted soils shall be disked or raked prior to seeding. Remedial measures for the access area may at the direction of the Wetland Consultant, involve ripping from 12-18 inches of the soil horizon prior to disking.
- Prior to seeding, planting areas shall have at least twelve inches of clean un-compacted topsoil. Clumps, clods, stones of 2" diameter, roots and other extraneous matter shall be removed and disposed of legally offsite.
- Granular mycorrhizal inoculants shall be installed with the seed mix at a rate of 40 lbs/acre. Inoculant can be banded under seed, worked into seed or added into spray tanks. NATIVE AREAS SHALL NOT RECEIVE FERTILIZER.
- Contractor shall be solely responsible for the proper handling and storage of the seed according to the best seed handling and storage practices, including fungicide treatments and stratification considerations. Owner shall make no compensation for damage to the seed because of improper storage, cleaning, threshing or screening operations.



GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

CLIENT



1141 E. MAIN STREET
SUITE 108
EAST DUNDEE, ILLINOIS 60118

ENGINEER
MACKIE CONSULTANTS, LLC
9575 W. HIGGINS ROAD
SUITE 500
ROSEMONT, IL 60018

RAINTREE VILLAGE PHASE 4

PARK LANDSCAPE PLAN
YORKVILLE, ILLINOIS

LANDSCAPE SPECIFICATIONS

1	3.01.2019
REVISIONS	

DATE	2.21.2019
PROJECT NO.	LN1815
DRAWN	GFB
CHECKED	MGM
SHEET NO.	

3 OF 4



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I. GENERAL SPECIFICATIONS CONTINUED

- g. Seeding operations, including installation of erosion control matting, must be accomplished within 24 hours of any area which is fine graded. Fine grade, plant and cover only areas small enough to be completed within the required time frame.
- h. Except where site conditions preclude their use, seeding shall be performed using a Truax drill, Truax Trillion seeder, or comparable equipment designed specifically for the installation of native seed. For areas where site conditions preclude the use of specialized equipment, seed may be installed through hand broadcasting and followed by light raking. Hand broadcast seed shall be spread at twice the specified rate. Other methods of seed installation may be used with prior approval from the Landscape Architect.
- i. Do not seed when wind velocity exceeds five (5) miles per hour. Equipment shall be operated in a manner to insure even distribution of seed and complete coverage of the entire area to be seeded.
- j. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Areas where the seed has not been incorporated into the soil to the proper depths will not be accepted, and no compensation for materials or labor for the rejected work will be made by the owner.
- k. Seed mixture shall be as specified on the drawings or the specified Prairie planting mixture. Sow not less than specified rate.
- l. If a broadcast method of seeding is used, the following requirements shall be met. Within twelve hours, if conditions permit or as soon thereafter as is practical rake prairie seed lightly into top 1/4" of soil, roll at right angles to the run-off with an approved type roller to compact the seedbed and place the seed in contact with the soil.
- m. If a drill-seed method is used, rolling of the seedbed will not be required.
- n. After the seeding, raking and rolling operations are completed, water with a fine spray and install specified erosion control blanket per manufacturer's specifications over the entire prairie area.
- o. The Landscape Contractor shall monitor all seeded areas to insure at least one inch of water per week from a combination of watering and natural rainfall and shall mow plantings to a height of 6-10 inches for the enhancement of native species until preliminary acceptance by the Landscape Architect.
- p. It shall be the Landscape Contractor's responsibility to determine and implement whatever procedures deemed necessary to establish the turf as part of the work.
- q. Wet mesic and emergent areas shall be planted and seed allowed to germinate (if possible), prior to the flooding with significant amounts of water. Any areas of significant permanent water located within the planting area will receive live plugs in lieu of seed.
- r. After seeding operation is completed, install erosion control blanket per manufacturer's specifications.
- s. Emergent plugs, if used, shall be planted in natural groupings within designed areas containing saturated soils or inundation. Plants within groupings shall be planted at 2 foot centers.
- t. Emergent plugs shall not be planted less than the specified rate and shall be protected with goose enclosures surrounding all natural groupings of plugs.
4. Preparation of Reconditioned Naturalized Areas
- The Contractor chosen for the enhancement and maintenance of native areas must be must be experienced in the restoration, installation, and management of said areas. They must have a minimum of five years' experience in the field and shall be able to identify non-native and native plants by genus and species. It is imperative that a qualified Native Landscape Contractor perform the initial installation and maintenance.
- A basic work procedure is outlined below. The contractor is required to evaluate all existing conditions prior to bidding the work. Any proposed changes to the work plan shall be submitted to the Landscape Architect as required under Section 1.3 (A)(B)
- a. Woody Vegetation Removal
- i. All woody, non-planted species shall be removed from basin slopes and bottoms for existing ponds
- ii. Contractor will cut all woody species to be removed with hand tools including, but not, limited to gas powered chainsaws, gas powered clearing saws, bow saws, and loppers.
- iii. All stumps shall be cut flat with no sharp points and to within two inches of surrounding grade. Stumps shall be painted with Garlon 4, or equivalent, immediately after cutting.
- iv. A supply of chemical absorbent shall be kept on-site. Spills shall be properly cleaned up and reported immediately to the owner.
- v. The contractor shall maintain copies at the project site of all current pesticide applicator's licenses, herbicide labels, and MSDS's (Material Safety Data Sheets) for all chemicals utilized during completion of work.
- vi. Cut brush piles shall be disposed of off site legally. No cut brush shall be burned within city limits.
- vii. A prescribed burn can be conducted on existing basins as per the Maintenance Section 3.4. Following burn, over-seed lower slopes and bottoms of existing basins with Wet Meadow species as necessary (see section 2.4B)
- viii. Spot treat invasive and undesirable herbaceous species on existing basin slopes with glyphosphate to remove undesirable species in planted areas. Undesirable species are included, but not limited to, species list in 1.5C Guarantees.
- ix. Over-seed slopes of existing basins with low profile prairie grasses (see section 2.4C) as necessary. Seeding protocol should follow Section 3.2D 8-12 noted below.
- x. If adequate top soil is not present, top soil can be added to slopes with approval of Landscape Architect. Repair: Repair any damages caused by Contractor during completion of the work. Said damages may include but are not limited to tire ruts in the ground, damage to lawn areas, damage to trails, etc. In the event any vegetation to be preserved is damaged, notify the owner within 24 hours. The Contractor will be liable for remedying damages to plant materials to the satisfaction of the owner.
5. Reconditioning Existing Turf
- a. Recondition existing turf damaged by Contractor's operations, including storage of materials or equipment and movement of construction vehicles.
- b. Provide fertilizer, seed and soil amendments as specified for new lawns and as required to provide a satisfactory reconditioned lawn. Provide topsoil as required to fill low areas and meet new finished grades.
- c. Prior to over-seeding cultivate or rototill bare and compacted areas thoroughly to a depth of four (4) inches. Remove all rocks, stones, turf clumps and other debris larger than one (1) inch in diameter and rake smooth.
- d. Remove diseased or unsatisfactory lawn areas. Do not bury into soil. Remove topsoil containing foreign materials resulting from contractor's operations, including oil drippings, stone, gravel and other construction materials.
- e. Where substantial, but thin lawn remains, rake, aerate if compacted, and cultivate soil, fertilize and seed.
- f. Water newly seeded areas. Maintain adequate soil moisture as specified for new lawns, until new grass is established.
6. Mulching
- Trees and Shrubs
- a. Apply the specified mulch to a depth of two (2) inches, evenly spread over the entire area of each tree basin and shrub bed. Maintain exposed root flare at all times. Thoroughly water mulched bed areas. After watering, rake mulch to provide a uniform finished surface.
- Perennials, Ornamental Grasses, Annual Flowers and Groundcovers
- a. Apply the specified mulch to a depth of one (1) inch, evenly spread over the entire area of each planting bed using care to keep foliage exposed. Thoroughly water mulched bed areas.
7. Pruning
- a. Prune branches of deciduous stock, after planting, to preserve the natural character appropriate to the particular plant requirements. Remove or cut back dead and badly bruised branches, broken and tangled branches, damaged and unsymmetrical growth of the new wood, suckers, water sprout growth and unnatural growth habits. No plants will be sheared for any reason.
- b. Prune with clean, sharp tools.
- c. Prune trees and evergreens at the direction of the Landscape Architect and in accordance with standard horticulture practice to preserve the natural character of the plant.
- d. In general, tree pruning requires removing 1/4 to 1/3 of the leaf bearing buds. Prune multiple leader plants to preserve the leader which best promote the symmetry of the plant. Do not apply paint to pruning marks.
8. Care of Existing Trees
- a. Selectively prune existing trees in construction limits as required, at the direction of the Landscape Architect. Remove shoots, dead, rubbing and damaged branching.
- b. Clean up miscellaneous organic debris within construction limits and dispose of legally off-site.

9. Clean-up
- a. The Landscape Contractor shall store materials and equipment, during landscape work, where directed by the landscape architect.
- b. The Landscape Contractor shall thoroughly clean the project area daily during the progress of work and upon completion of the work.
- c. Landscape Contractor shall keep pavement clean and all work areas and adjoining areas in an orderly condition. The Landscape Contractor shall remove and clean any excess dirt or mud left on the streets adjacent to the site as a result of this work daily. The Landscape Contractor shall be liable for any future charges incurred to clean streets affected by his work.
- d. No storing of rubbish or debris will be allowed on the site.
- e. No debris shall be buried at the site.
- f. No landscaping debris is allowed on the site dumpsters.
- g. The Landscape Contractor shall protect the property of the owner and the work of other contractors.
- h. The Landscape Contractor shall be directly responsible for all damage caused by the Landscape Contractor's activities and shall remove and properly dispose of all resultant dirt, rubbish, debris and other waste materials resulting from the work daily.
10. Inspections
- In addition to normal progress inspections, the Landscape Contractor shall schedule and conduct the following inspections, giving the Landscape Architect at least 48 hours prior notice of readiness for inspection.
- a. Inspection of plants and containers prior to planting.
- b. Inspection of plant locations to verify compliance with the current revisions of the Landscape Plans and As-Built Drawings.
- c. Preliminary acceptance inspection after completion of planting. Schedule this inspection sufficiently in advance and in cooperation with the Landscape Architect so that the inspection may be conducted in a timely manner.
- d. Final acceptance inspection at the end of the maintenance period provided that all previous deficiencies have been corrected.
- e. All other inspections necessary for replacement warranty work and completion of the project.

I. Maintenance and Monitoring

1. Traditional Landscaping: Landscape Contractor shall maintain all planting, starting with the planting operations and continuing until all planting for that portion of the project is complete and through preliminary acceptance in writing from the Landscape Architect.
- a. Maintenance of plants and planting beds shall include resetting plants to proper grades or upright position, restoring planting saucers, tightening and repair of guy wires and stakes, weeding, cultivating, pruning, application of appropriate insecticides and fungicides necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive.
- b. Maintenance of lawn areas shall be as specified, including spot weeding, mowing, application of weed and insect controls and reseeding necessary to promote proper establishment the lawn areas.
- c. Contractor shall water all sod and plantings for the first two weeks following installation.
2. Native Planting Areas: The Owner shall notify the City upon completion of plantings. The Owner's Environmental Specialist shall inspect the plantings and provide the City with a copy of the planting locations, species, and quantities for verification by applicable regulatory authority.
- a. Native planting areas shall be maintained as specified below, continue for the three full (3) years after preliminary installation acceptance, and meet annual establishment performance criteria:
- i. First Season - With the exception of the emergent area, native seeding areas should be mowed to a height of 6" to control annual nonnative and invasive species early in the growing season. Mowing, including weed whipping, should be conducted during prior to weed seed production. Mowing height and timing may need to be adjusted per target species. Small quantities of undesirable plant species, shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds. Herbicide should be applied as necessary by a trained and licensed operator that is competent in the identification of native and nonnative herbaceous plants. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.
- ii. Second Season - Control of undesirable plant species during the second growing season shall consist primarily of precise herbicide application. Mowing and weed whipping shall be conducted as needed during the early growing season and as needed to a height of 6 to 8 inches to prevent annual weeds from producing seed. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.
- iii. Third Year - Seasonal mowing and herbicide will continue as above but should be reduced over time. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary. At the completion of the third growing season (dependent on fuel availability; dominance of graminoid species; and favorable weather conditions), fire may be introduced to the planted areas as a management tool.
- b. General performance criteria is outlined below. Contractor is responsible to ensure native areas meet Federal, County and local requirements as necessary.
- i. 1st Full Growing Season: 90% of cover crop shall be established. There shall be no bare areas greater than two (2) square feet in seeded areas. At least 25% of vegetation coverage shall be native, non-invasive species. At least 50% of the emergent species, if planted as plugs shall be alive and apparent.
- ii. 2nd Full Growing Season: All areas with the exception of emergent zones shall exhibit full vegetative cover. At least 50% of the vegetation coverage shall be native, non-invasive species.
- iii. 3rd Full Growing Season: At least 75% of vegetation coverage shall be native, non-invasive species. Non-native species shall constitute no more than 25% relative aerial coverage of the planted area. Invasive species for this project shall include the following: Ambrosia artemisiifolia & trifida (Common & Giant Ragweed), Cirsium arvense (Canada Thistle), Dipsacus laciniatus (Cut-leaved Teasel), Dipsacus sylvestris (Common Teasel), Lythrum salicaria (Purple Loosestrife), Melilotus sp. (Sweet Clover), Phalaris arundinacea (Reed Canary Grass), Phragmites australis (Giant Reed), Fallopia japonica (Japanese Knotweed), Rhamnus cathartica & frangula (Common & Glossy Buckthorn), Typha sp. (Broadleaf, Narrowleaf, and Hybrid Cattail) Lonicera sp. (Honeysuckle).
- c. Long Term Wetland and Prairie Management/Maintenance
- A Long-Term Operation and Maintenance Plan is included in the Home Owner's Association covenants with guidelines and schedules for burning, mowing, application of herbicide, debris/litter removal and inspection schedule for storm structures and sediment removal.
- i. State and local permits shall be required prior to controlled burning. Burning shall be conducted by trained professionals experienced in managing smoke in urban environments. Prior to a controlled burn, surrounding property owners as well as local fire and police departments shall be notified. A burn plan detailing preferred wind direction and speed, location of fire breaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.
- ii. The initial burn shall be dependent on fuel availability which is directly related to the quantity and quality of grasses contained within the plant matrix. Timing of the burn shall be determined based on results of the annual monitoring indicating species composition of the management area and other analysis of management goals. Generally, burns shall be scheduled from spring to fall on a rotational basis. Burn frequency shall also be dependent on the species composition within the management area. Generally, a new prairie restoration area shall be burned annually for two years after the second or third growing season after planting and then every 2-3 years thereafter, burning 50-75% of the area.
- iii. Owner to provide all supplemental watering and proper care and maintenance of all plant materials, seed and sod areas (except for native planting areas) after preliminary acceptance of the Landscape Contractor's work.

J. Preliminary Acceptance

1. When the preliminary landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a preliminary inspection of initial installation to determine acceptability.
2. The inspection for preliminary acceptance of the initial installation will be for general conformance to establishment of turf areas, specified size, character and quality of plant materials, workmanship and maintenance and shall not relieve the Landscape Contractor of responsibility for full conformance of the contract documents, including correct species.
3. It shall be the responsibility of the Landscape Contractor to verify all work is completed for the initial installation and maintained as per plan prior to notifying the Landscape Architect for preliminary inspection.
4. For preliminary acceptance of the initial installation all plant material shall be in a healthy growing condition. Any plants, lawn areas, workmanship, etc. not meeting the standards will be rejected and the Landscape Contractor will be instructed to make the necessary corrections immediately before preliminary acceptance of the initial installation will be granted.
5. Seeded areas will be inspected for acceptance after the first mowing by the Landscape Contractor and will be satisfactory provided requirements, including maintenance, have been complied with and a uniform healthy

close stand of the specified grass is established, free of weeds, bare spots exceeding 5 by 5 inches, undesirable grass species, disease, insects and surface irregularities.

6. Sodded areas will be inspected for acceptance after the first mowing by the Landscape Contractor and will be satisfactory provided requirements, including maintenance, have been complied with and when all areas show a uniform stand of the specified grass in a healthy, well-rooted, even-colored, viable lawn condition, free of weeds, undesirable grass species, open joints, bare areas, disease, insects and irregular surfaces.
7. The Landscape Contractor shall assume liability for the correction of his work and liability for any other charges incurred due to the correction of his work. The cost of follow-up inspections of the initial installation required to receive acceptance will be charged to the Landscape Contractor.
8. Upon the receipt of written acceptance of the preliminary inspection of the initial installation the Owner will be responsible for maintenance.
9. The warranty period will begin upon receipt of written acceptance of the preliminary inspection for initial installation from the Landscape Architect.
10. After preliminary acceptance of the initial installation and receipt of notification in writing from the Landscape Architect, the Landscape Architect will recommend the release of payment, less retainers deemed necessary by the Owner, for the completed work.
11. The release of all fees will be at the discretion of Lennar upon receipt of written invoice from the Landscape Contractor.

K. Warranty Agreement

1. The Landscape Contractor shall provide a replacement warranty for all plant material and shall guarantee all work free of any defect in quality or workmanship for a minimum period of one (1) year or until final inspection and written acceptance by the Landscape Architect.
- a. Warranties of native plantings are excluded from this section and shall conform to the specified establishment performance criteria.
2. The warranty period will be from the date of the Landscape Architect's written preliminary acceptance of the initial installation and will continue through the end of the following years growing season upon the final inspection and written acceptance of the work.
3. The warranty shall provide against defects including death, unsatisfactory growth, and provides the material to be in good, healthy and flourishing condition, except for defects resulting from neglect by the owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Contractor's control. For verification of such defects, neglect, abuse or damage by others the Landscape Contractor must notify the Landscape Architect in writing immediately upon identifying said occurrences.
4. Annual increases in the size of required replacements shall serve to maintain the continuity of the landscape design. At the time of the scheduled replacements, the required landscape replacement material shall be increased in size from the original plan to match the new growth size of the surrounding plants.
5. The Landscape Contractor shall make as many periodic inspections as necessary, at no extra cost to the Owner during the warranty period to determine what changes, if any, should be made to the Owner's maintenance program. The Landscape Contractor shall submit, in writing to the Landscape Architect, any recommended changes.
6. During the warranty period, should the appearance of any plant die, indicate weakness and/or probability of dying, the Landscape Contractor shall immediately begin replacement of said plants with new and healthy plants of the same type and size as soon as weather conditions permit and within a specified planting period after notification of such occurrences from the Landscape Architect without additional cost to the Owner.
7. The Landscape Contractor shall make all necessary repairs of damage due to plant replacements. Such repairs shall be done at no extra cost to the Owner.
8. Replacements shall be in accordance with and subject to all requirements of landscape installation, mulching, maintenance, warranty and acceptance procedures.
9. The Contractor is responsible for the watering and maintenance necessary to ensure establishment of the replacement plants until the Landscape Architect inspects the replacement plants and issues preliminary acceptance in writing.
10. The Landscape Contractor, prior to notifying Landscape Architect for preliminary acceptance, shall maintain the replacement plants for a period of 45 days at no additional cost to the owner.
11. The Landscape Contractor shall notify the Landscape Architect in writing, upon completion of replacements and extended maintenance period, for preliminary acceptance and written notification of new warranty period.
12. The Landscape Contractor, upon written preliminary acceptance of the replacements, shall warranty all replacements until the end of the following growing season and written final acceptance. The Landscape Contractor shall notify the Landscape Architect in writing at the end of the warranty period of replacement plants for final inspection and acceptance.
13. The Landscape Contractor shall remove tree wrapping, tree guy wires, stakes and tags from all established plants prior to contacting the Landscape Architect for final acceptance inspection. Tags, tree wrap, guy wires and stakes shall remain on all replacements until completion of additional warranty period.
14. All subsequent inspections required due to unacceptability of the replacements will be at the cost of the Contractor.

L. Final Acceptance

1. Inspection of all work will be made by the Landscape Architect at the end of the warranty periods upon written request of the Landscape Contractor.
2. The Landscape Architect shall prepare and submit, to Lennar and the Landscape Contractor, a list of warranty replacement items to be completed before final acceptance shall be deemed to have occurred. The failure to include any items on such list does not alter the responsibility of the Landscape Contractor to complete all work in accordance with the contract.
3. The Landscape Contractor shall complete all warranty replacement work as deemed necessary by the Landscape Architect, shall verify completion of all work required to satisfy the contract and shall notify the Landscape Architect upon completion of all work for review and final acceptance.
4. The Landscape Architect will perform a final inspection of the completed work with the Landscape Contractor and a representative from CalAtlantic Homes. At that time if all work is satisfactory, a written statement will be issued by the Landscape Architect that will constitute final acceptance of completed work to date.
5. After the final inspection and acceptance of the work, the Landscape Architect will notify Lennar in writing and will recommend release of fees in retention for the completed work, except for retention fees deemed necessary by Lennar and the Landscape Architect for work still under additional warranty.
6. The Landscape Architect will make a follow-up inspection of all additional warranty replacements at the written request of the Landscape Contractor and issue a written report accepting satisfactory completion of the warranty obligations and request release of the remaining retention fees.
7. The release of all retention fees will be at the discretion of Lennar after receipt of written notification from the Landscape Architect and upon receipt of written invoice from the Landscape Contractor.
8. The written final acceptance of all work following any necessary replacements shall terminate the Landscape Contractor's plant warranty period.

II. DAMAGES: STREET AND SITE

1. The Landscape Contractor shall be responsible for any damages to streets, curbs or site improvements as a result of his work or his employees. The Landscape Contractor shall be responsible for any future charges resulting from the repair/replacement of damage.
2. Curb damage will be billed to the contractor at fault at a rate of \$25.00/lineal foot with a ten foot minimum
3. Subcontractor shall not park on any asphalt or concrete driveways at any time. Violators will be fined \$500 per occurrence.

IV. TRADITIONAL LANDSCAPE MAINTENANCE

A. Turf Maintenance

1. Mowing
- a. All litter (i.e. paper, cans and bottles) will be removed from turf and plant bed areas prior to mowing.
- b. All lawn areas will be mowed weekly to a height of 3" from April through November, or as needed. No more than 1/3 of the grass blade is to be removed per cutting. Mowing height may be seasonally adjusted depending upon weather conditions in order to reduce stress and promote healthy turf.
- c. Mowing patterns shall be altered on a weekly basis wherever possible. Mowing patterns shall create straight lines for a more manicured appearance.
- d. Clippings shall be bagged and removed when clipping buildup is such that the excess clipping lay in an unsightly matted condition on the lawn.
- e. The turf shall be cut in such a manner as to avoid blowing clippings toward structures, patios, air conditioners, and planting beds.
- f. If the turf could potentially be damaged by equipment due to weather, mowing should not be performed.
- g. Turf bordering vertical surfaces such as foundations, fences, and utility boxes shall be trimmed to match the mowing height.
- h. Clippings shall be removed from all pavement areas.
2. Edging
- a. Turf areas adjacent to walks, driveways and curbing will be mechanically edged monthly in a uniform manner.
- b. Shrub beds and tree rings shall be neatly and uniformly edged twice per year; once during the spring cleanup, and again in August or September weather permitting.
3. Fertilizer & Weed Control
- a. Pesticides must be applied by a licensed individual.
- b. Notice shall be given to the homeowners association or owner's representative 1 week prior to any pesticide application.
- c. The lawn shall be fertilized three (3) times with a high quality granular or liquid formula. The applications should be made approximately in April, May and September. Timing, frequency and rate of application shall be adjusted to meet the development's current needs and conditions
- d. A pre-emergent weed control application for annual grass prevention shall be incorporated into the first turf fertilization in spring.
- e. The entire turf area will be treated one (1) time with a post emergent broad leaf weed control at the appropriate time of year. Spot treatment should be done as necessary.
- f. Flags shall be posted throughout the community following each fertilizer application. Remove flags once the application is dry or as directed by the product's label.

B. Planting Bed Maintenance

1. Pruning
- a. Trees, shrubs and evergreens should be pruned, trimmed or sheared at the appropriate time for each species to maintain the plant's proper form. Methods and timing shall conform to standard horticultural practices. The initial spring pruning will include:
1. Removal of dead or injured limbs.
2. Removal of branches that are touching structures.
3. Shaping and internal thinning of the plant to allow for its natural form and habit.
- b. Shrubs will be pruned two (2) additional times at the appropriate time so as not to interfere with flowering.
- c. Trees over 6" in diameter will not be pruned other than removal of low branches hazardous to pedestrian traffic and sucker growth which may occur.
- d. Groundcovers should be pruned twice during the season to maintain a neat appearance.
- e. Ornamental grasses should be trimmed during the spring cleanup.
- f. All pruning debris shall be removed from the site by the contractor immediately after the work is complete.
2. Fertilizer & Weed Control
- a. Pesticides must be applied by a licensed individual.
- b. Notice shall be given to the homeowner's association 1 week prior to any pesticide application.
- c. Pre-emergent weed control shall be applied at the beginning of the growing season.
- d. Post emergent applications or hand pulling shall be used on any weeds that appear throughout the season.
- e. Trees, shrubs and groundcover shall be fertilized one (1) time during the season. The application rate will be determined by the specific needs of the plant material.

C. Spring & Fall Cleanup

1. Spring Cleanup
- a. Lawn areas and planting beds will be raked as necessary to remove leaves, dead branches, litter and debris.
- b. All mulch beds shall be cultivated to break up any existing compaction in the mulch.
- c. Fresh mulch should be applied to any bare spots in the planting beds.
- d. Monitor plant health and notify homeowner's association or owner's representative of any dead plants.
- e. Debris generated during the cleanup shall be disposed of legally off site.
2. Fall Cleanup
- a. All lawn areas will have leaves removed either by raking or through the mowing process so as to prevent leaf buildup on the turf on a weekly basis.
- b. All planting beds will have leaves and debris removed at the end of the season.
- c. Perennials without winter interest shall be cut back.
- d. Monitor plant health and notify homeowner's association or owner's representative of any dead plants.
- e. Debris generated during the cleanup shall be disposed of legally off site.

IV. PERSONAL CONDUCT / SAFETY

1. Consumption of alcoholic beverages or drugs on the job site is strictly prohibited.
2. Any offensive or obnoxious behavior (loud radio, profanity, etc.) is strictly prohibited.
3. Reckless operation of vehicles or equipment by Subcontractor's employees while in the subdivision will not be tolerated.
4. Hard hats to be worn by all employees at all times.
5. Failure to comply with Lennar's Safety Policy, OSHA or any other presiding safety institution could result in fines starting at \$100.00 per occurrence.
6. Subcontractor to provide a competent person trained in OSHA requirements on site at all times.

Landscape Contractor Name _____

Landscape Contractor Company _____

Landscape Contractor Signature _____ Date _____



GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

CLIENT

LENNAR

1141 E. MAIN STREET
SUITE 108
EAST DUNDEE, ILLINOIS 60118

ENGINEER

MACKIE CONSULTANTS, LLC

9575 W. HIGGINS ROAD
SUITE 500
ROSEMONT, IL 60018

RAINTREE VILLAGE PHASE 4

PARK LANDSCAPE PLAN
YORKVILLE, ILLINOIS

LANDSCAPE SPECIFICATIONS

1 3.01.2019
REVISIONS

DATE 2.21.2019
PROJECT NO. LN1815
DRAWN GFB
CHECKED MGM
SHEET NO.



Know what's below.
Call before you dig.

4 OF 4

Cost Opinion for Landscape Work

LANDSCAPE PLANTINGS

<u>Key</u>	<u>Quantity</u>	<u>Botanical Name</u>	<u>Common Name</u>	<u>Size</u>	<u>Remarks</u>	<u>Cost</u>	<u>Extension</u>
ORNAMENTAL TREES							
AG	6	Amelanchier x grandiflora	APPLE SERVICEBERRY	8' Ht.		300.00	1,800.00
CC	6	Cercis canadensis	EASTERN REDBUD	8' Ht.		325.00	1,950.00
MP	5	Malus 'Prairifire'	PRAIRIFIRE CRABAPPLE	8' Ht.		325.00	1,625.00
DECIDUOUS SHRUBS							
CF	12	Cornus sericea 'Farrow'	ARCTIC FIRE REDTWIG DOGWOOD	24" Tall	3' O.C.	50.00	600.00
HM	8	Hydrangea macrophylla 'Bailmer'	ENDLESS SUMMER HYDRANGEA	24" Tall	3' O.C.	50.00	400.00
ORNAMENTAL GRASSES							
CK	8	Calamagrostis acutiflora 'Karl Foerster'	FEATHER REED GRASS	#1	24" O.C.	20.00	160.00
SH	14	Sporobolus heterolepis	PRAIRIE DROPSEED	#1	24" O.C.	20.00	280.00
PERENNIALS							
AB	20	Allium 'Summer Beauty'	SUMMER BEAUTY ONION	#1	18" O.C.	15.00	300.00
HH	36	Hemerocallis 'Happy Returns'	HAPPY RETURNS DAYLILY	#1	18" O.C.	15.00	540.00
MISC. MATERIALS							
	7	Shredded Hardwood Bark Mulch	For newly planted trees only.	C.Y.		50.00	350.00
	1	Turf Seed & Blanket		ALLOW		3,000.00	3,000.00
TOTAL - LANDSCAPE PLANTINGS							\$ 11,005.00

AMENITIES

<u>Quantity</u>	<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>Remarks</u>	<u>Cost</u>	<u>Extension</u>
1	Park Shelter	Poligon - Chelsea 20x34	EA.		34,000.00	34,000.00
2	Bench	Superior Recreation Products	EA.		2,000.00	4,000.00
4	Picnic Table	Superior Recreation Products	EA.		1,800.00	7,200.00
2,970	Concrete Walk	5" Thick	S.F.		9.00	26,730.00
TOTAL - AMENITIES					\$	71,930.00

GRAND TOTAL RAIN TREE VILLAGE PARK **\$ 82,935.00**

EXHIBIT C: RAINTREE UNITS 1-6 FEE SCHEDULE

2/21/2019

	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6
Fees	PER HOMESITE	PER HOMESITE	PER HOMESITE	PER HOMESITE	PER HOMESITE	PER HOMESITE
Building Permit	5	6	18	146	90	101
Building Permit Fee	\$650	\$650	\$650	\$650	\$650	\$650
Building Plan Review Fee (.20/SF)	\$0.20/sq. foot	\$0.20/sq. foot	\$0.20/sq. foot	\$0.20/sq. foot	\$0.20/sq. foot	\$0.20/sq. foot
Water Meter Cost (not applicable to fee lock)	\$700	\$700	\$700	\$700	\$700	\$700
Water and Sewer Inspection Fee	\$25	\$25	\$25	\$25	\$25	\$25
Public Walks and Driveway Inspection Fee	\$35	\$35	\$35	\$35	\$35	\$35
TOTAL (Excludes plan review fee)	\$1,410	\$1,410	\$1,410	\$1,410	\$1,410	\$1,410
Site Fees						
School District Transition Fee (prepaid 1/2 at Final Plat)	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Yorkville Bristol Sanitary District Connection Fee	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400
Water Connection Fee (See Note 4, below)	\$0	\$0	\$0	\$0	\$3,000	\$3,000
City Sewer Connection Fee	\$0	\$0	\$0	\$0	\$0	\$0
Public Works (Development Impact Fee) - PREPAID PER THIS AGR.	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
Police (Development Impact Fee) - PREPAID PER THIS AGR.	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
Library (Development Impact Fee) - PREPAID PER THIS AGR.	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
Bristol Kendall Fire District (Development Impact Fee) - PREPAID PER THIS AGR.	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
Total (exclude Plan Review Fee)	\$2,900	\$2,900	\$2,900	\$2,900	\$5,900	\$5,900
PERMITS	\$1,410	\$1,410	\$1,410	\$1,410	\$1,410	\$1,410
SITE FEES	\$2,900	\$2,900	\$2,900	\$2,900	\$5,900	\$5,900
	\$4,310	\$4,310	\$4,310	\$4,310	\$7,310	\$7,310

FEE NOTES:			
1. All Fees in Building Permit Fees Section will be paid in accordance with this table			
2. School District Transition Fee \$1,500 per permit (previously prepaid 1/2 of \$3,000 total, \$1,500 due at permit)			
3. Yorkville Bristol Sanitary District Connection Fee \$1,400 per permit (previously prepaid 1/2 of \$2,800 fee total, \$1400 due at permit)			
4. Water Connection Fee:			
UNITS 1-4: Water Connection Fee not applicable. Fees paid up front.			
UNITS 5-6 Water Connection Fee payable in accordance to Table amounts for 5 years from the effective date of this agreement. Builder may prepay for any or all lots at the above price at any time prior to expiration. Any connection fees not prepaid by that date will be charged at the rate in effect and applied to developments at the time of permit.			
5. Sewer Connection Fee, Not applicable. Fees paid in full up front.			
6. Development Impact Fee. Owner will prepay the City Development Fee in full for the balance of Lots in Units 1-6. In accordance with the following, and below:			
	Per Unit	# Units	TOTAL
Public Works (Development Impact Fee)	\$450	366	\$164,700
Police (Development Impact Fee)	\$150	366	\$54,900
Library (Development Impact Fee)	\$150	366	\$54,900
Bristol Kendall Fire District (Development Impact Fee)	\$300	366	\$109,800
TOTAL PREPAYMENT- DEVELOPMENT IMPACT FEES	\$1,050	366	\$384,300
7. Cash payment to United City of Yorkville for Public Improvement matters, per agreement:			\$135,000
TOTAL CASH PREPAYMENTS (ITEMS 6 & 7): \$519,300			
NO OTHER FEES WILL BE APPLICABLE DURING THE TERM OF THIS AGREEMENT			



Engineering Enterprises, Inc.

May 31, 2013

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

Re: *Raintree Village – Units 4, 5 and 6*
United City of Yorkville
Kendall County, Illinois

Ms. Barksdale-Noble:

Representatives from Engineering Enterprises, Inc. performed an onsite punch list inspection of the public improvements for the above referenced project. A summary of the punch list items is listed below:

General

1. A PIC schedule needs to be provided (*See attachment*).
2. Record drawings should be submitted for review.
3. There is construction debris deposited throughout the subdivision. All debris and spoils should be removed.

Sanitary Sewer

4. The following structures need to be located/adjusted to final grade: San-17, San-19, San-77 and San-78.
5. The following structures need to have chimney seals replaced: San-17, San-34, San-36, San-38-A and San-71.
6. The following structures need to have their frames and adjusting rings reset: San-1, San-34 and San-36.
7. Marking posts for the sanitary services should be re-installed if necessary.

Storm Sewer

8. Installation of fillets in **ALL** curb inlets and catch basins are required.
9. The following structures have broken frames that need to be replaced: I-220, CB-33.

10. The following curb inlets need to be cleaned: I-6, I-42, I-46, I-56, I-60, I-90, I-93, I-99, I-109, I-128, I-142, I-175, I-182, I-212, I-216, I-224, I-229 and I-296.
11. The following curb inlets need to have the concrete spoils removed: I-34, I-46, I-60, I-90, I-93, I-99 and I-128.
12. The following curb inlets need the rings/pipes grouted: I-40, I-46, I-52, I-56, I-128, I-158, I-165, I-188, I-216, I-220, I-242, I-296 and I-301.
13. The following catch basins need to be cleaned: CB-30, CB 33, CB-59, CB-63, CB-77, CB-89, CB-92, CB-108, CB-127, CB-139, CB-141, CB-155, CB-168, CB-174, CB-177, CB-204, CB-211, CB-215, CB-219, CB-228, CB-237, CB-239, CB-241, CB-248, CB-249, CB-253, CB-258, CB-293 and CB-305.
14. The following catch basins need to have the concrete spoils removed: CB-63 and CB-155.
15. The following catch basins need the rings/pipes grouted: CB-26, CB-55, CB-59, CB-64, CB-92, CB-98, CB-108, CB-127, CB-134, CB-139, CB-155, CB-157, CB-177, CB-181, CB-211, CB-237, CB-239, CB-248, CB-249, CB-299 and CB-305.
16. The following curb inlets must have cast in concrete benches: I-6 and I-42.
17. The following structures must have their frames realigned/reset: I-105, I-260, CB-204, CB-223, M-100, M-103, M-154, M-166 and M-292.
18. Remove the silt basket in I-259.
19. Inlet protection must be provided for both CB-237 and CB-239.
20. Structure M-103 must have the cone section removed and repaired.
21. Structures M-97 and M-100 have the incorrect lid and must be replaced.


Water Main

Note: Fire hydrants that were bagged by the City were not reviewed in this punch list, but the auxiliary valves were.

22. Generally, all fire hydrants should be wire brushed and re-painted.
23. FH-1 must be straightened.
24. FH STA 20+25 should have the auxiliary valve barrel replaced.
25. FH-26 has an audible sound which most likely means that there is a water leak. ***This needs to be repaired immediately.***
26. Auxiliary valve boxes for the following fire hydrants need to be adjusted to the correct grade: FH -2, FH-42, FH-44, FH-45, FH-55 and FH-58.
27. Auxiliary valve boxes for the following fire hydrants must be reset: FH-17, FH-21, FH-44, FH STA 30+55 (Hawk Hollow Dr) and FH STA 34+10 (Hawk Hollow Dr).

28. Auxiliary valve boxes for the following fire hydrants were unable to be keyed: FH-2 and FH-6.
29. Auxiliary valve boxes for the following fire hydrants were unable to be located: FH-58 and FH STA 12+25 (Blueberry Lane).
30. Auxiliary valve boxes for the following fire hydrants must have the caps replaced: FH-40, FH STA 20+25 (Hawk Hollow Drive), FH STA 30+55 (Hawk Hollow Drive) and FH STA 34+10 (Hawk Hollow Drive).
31. VV-1 must have debris removed; new grout installed around the piping and needs to be raised to grade.
32. The two chlorination whips in manhole VV-3 must be removed.
33. VV-30 has no locking cap on trench adapter and must be lowered to grade.
34. Debris needs to be removed from VV-34.
35. The follow valve vaults were unable to be located: VV-23, VV-37-8, VV-40, VV-45
36. The following structures need to have their frames and adjusting rings reset: VV-17 and VV-18.
37. Marking posts for the water services should be re-installed if necessary.

Roadway

38. There are several areas of curb that are considered unacceptable by the City due to excessive cracking, chipping, or spalling and needs to be replaced.
39. There are several areas of curb damage from spalling, equipment damage, settlement fractures and material failure. These locations may be repaired by an approved epoxy repair.
40. All weeds and vegetation growing between the curb line and the asphalt should be removed.
41. Patching of the asphalt base course is needed prior to placing the surface course. The degraded asphalt binder course requires full depth grinding or removal.
42. Hot-Mix Asphalt Surface Course, Mix C, N50 needs to be placed throughout the subdivision. Prior to paving operations, butt joints shall be constructed as required and bituminous prime coat shall be applied.
43. Once installation of the hot-mix asphalt surface course has been completed, hot-poured joint sealer is required along every edge of pavement.
44. All pavement markings within the subdivision need to be installed.
45. All traffic control signage within the subdivision need to be installed 
46. The 48 hour street light burn test needs to be performed on the installed street lights.

47. All street lights need to be installed within Unit 6.

48. All remaining sidewalk needs to be installed.

Landscaping

49. The City requires that monitoring plans be provided for the storm water management basins to ensure the establishment of the plantings. This is to be done for a three year period. To date, no reports have been submitted. At a minimum, a significant amount of maintenance will be required within the basins.

50. There are several parkway trees that are dead or missing throughout the development. The trees need to be replaced.

51. The majority of the parkway tree landscaping within the units has not been installed. All landscaping items need to be installed per the landscaping plan.

52. The majority of the common area landscaping within Unit 6 has not been installed. All landscaping items need to be installed per the landscaping plan.

Enclosed for your use are an Engineer's Opinion of Probable Construction Costs and a summary of quantities for the above noted items. If you have any questions or require any additional information please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/dm
Enclosures

pc: Mr. Bart Olson, City Administrator
Mr. Eric Dhuse, Director of Public Works
Ms. Laura Schraw, Interim Parks & Rec Director
Ms. Lisa Pickering, Deputy Clerk



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

ACKNOWLEDGEMENT OF PUBLIC IMPROVEMENT CONSTRUCTION SCHEDULE

PROJECT # _____ DATE RECEIVED: _____ DATE APPROVED: _____

The **Public Improvement Construction (PIC)** schedule is required for any new residential subdivision and/or commercial development within the City of Yorkville.

The terms of the PIC schedule identifies the public and private improvements required to be constructed, and provides the assurance that the necessary public improvements will be constructed in a manner consistent with the City's established standards in a timely manner and subject to the applicable warranty periods.

If approved by the City, the construction schedule may provide for the installation and acceptance of certain improvements in phases. Any phased development plan approved as part of the PIC schedule must be a self-contained area of the overall development consisting of all public improvements necessary to serve that portion of the property to be developed as part of such phase. Reasonable conditions on the phasing of developments may be imposed by the City in order to protect the community and adjacent properties. Proposed phasing plans shall be submitted with a separate PIC schedule for each phase of construction, and no work shall commence on a subsequent phase without completion and acceptance of the prior phase or approval by the City Engineer.

The Public Improvement Construction (PIC) schedule also requires the developer and/or owner to provide financial security in the form of an irrevocable letter of credit or bond for the proposed improvements. Financial Security shall be provided to the City prior to and as a condition of the issuance of a site development permit.

The undersigned Owner agrees to the **Public Improvement Construction (PIC)** schedule as described below:

Type of Improvement: _____

Location/Subdivision: _____

Legal Description (submit as an attachment)

Approved Construction Time Period: From _____ to _____
Beginning Date Ending Date
(Month/Year) (Month/Year)

The Approved Engineer's Estimate of Cost (EEOC) or Engineer's Opinion of Probable Costs (EOPC) must be attached to this document.

Owner further agrees:

- To install all required public improvements as approved per Title 11 Subdivision Control Ordinance of the United City of Yorkville Municipal Code and the Standard Specifications for Improvements attached hereto.
- To pay all fees and costs associated with the development incurred by the City for plan review and processing, inspection, material testing and other engineering services as prescribed by ordinance or in the municipal code.
- To install all streets, sewers, water mains, street lights, and other public improvements in a workmanship like manner within four (4) years of initial construction. All public improvements shall be maintained by the subdivider/developer until they are approved and accepted by the City.
- To provide proof by title search that all accepted infrastructure is free and clear of all liens and encumbrances.

ACKNOWLEDGMENT OF PUBLIC IMPROVEMENT CONSTRUCTION (PIC) SCHEDULE

Owner/Developer Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Mobile: _____ Fax: _____ E-mail: _____

Owner/Developer Signature: _____



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO1320
PREPARED BY:	BPS
DATE:	May 31, 2013
PROJECT TITLE:	Raintree Village - Units 4, 5, and 6

Engineer's Opinion of Probable Construction Cost					
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	PREPARE RECORD DRAWINGS	LS	1	\$ 25,000.00	\$ 25,000.00
2	CONSTRUCTION DEBRIS REMOVAL	LS	1	\$ 5,000.00	\$ 5,000.00
3	STRUCTURE ADJUSTMENT - SANITARY	EACH	4	\$ 300.00	\$ 1,200.00
4	CHIMNEY SEAL REPLACEMENT	EACH	5	\$ 500.00	\$ 2,500.00
5	RESET FRAME AND/OR ADJUSTING RINGS - SANITARY	EACH	3	\$ 300.00	\$ 900.00
6	INSTALL SANITARY SERVICE MARKING POST	LS	1	\$ 7,500.00	\$ 7,500.00
7	INSTALL, REINSTALL OR REPAIR FILLETS IN STORM STRUCTURE	EACH	299	\$ 75.00	\$ 22,425.00
8	FRAME REPLACEMENT	EACH	2	\$ 1,000.00	\$ 2,000.00
9	STRUCTURE CLEANING - STORM	EACH	56	\$ 100.00	\$ 5,600.00
10	PIPE GROUTING - STORM	EACH	34	\$ 150.00	\$ 5,100.00
11	BENCH REPAIR - STORM	EACH	2	\$ 100.00	\$ 200.00
12	FRAME ADJUSTMENT / REALIGNMENT - STORM	EACH	9	\$ 200.00	\$ 1,800.00
13	SILT BASKET REMOVAL	EACH	1	\$ 75.00	\$ 75.00
14	PROVIDE INLET PROTECTION	EACH	2	\$ 250.00	\$ 500.00
15	MANHOLE REPAIR	EACH	1	\$ 750.00	\$ 750.00
16	MANHOLE LID REPLACEMENT - STORM	EACH	2	\$ 500.00	\$ 1,000.00
17	PAINT FIRE HYDRANT	LS	1	\$ 7,500.00	\$ 7,500.00
18	FIRE HYDRANT REPAIR	EACH	2	\$ 500.00	\$ 1,000.00
19	FIRE HYDRANT ADJUSTMENT/ALIGNMENT	LS	1	\$ 5,000.00	\$ 5,000.00
20	VALVE BOX ADJUSTMENT/RESETING	EACH	13	\$ 300.00	\$ 3,900.00
21	VALVE BOX REPAIR	EACH	6	\$ 200.00	\$ 1,200.00
22	VALVE VAULT CLEANING	EACH	2	\$ 500.00	\$ 1,000.00
23	WHIP REMOVAL	EACH	2	\$ 100.00	\$ 200.00
24	FRAME ADJUSTMENT / REALIGNMENT - VALVE VAULTS	EACH	6	\$ 200.00	\$ 1,200.00
25	VALVE VAULT REPAIR	EACH	2	\$ 750.00	\$ 1,500.00
26	INSTALL WATER SERVICE MARKING POST	LS	1	\$ 7,500.00	\$ 7,500.00
27	REMOVE AND REPLACE B6.12 CURB AND GUTTER	FOOT	900	\$ 35.00	\$ 31,500.00
28	MISC. CURB REPAIR - EPOXY	LS	1	\$ 15,000.00	\$ 15,000.00
29	CLASS "D" PATCHES, 4"	SY	2,950	\$ 40.00	\$ 118,000.00
30	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	300	\$ 20.00	\$ 6,000.00
31	BITUMINOUS MATERIALS (PRIME COAT)	GAL	8,860	\$ 1.50	\$ 13,290.00
32	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	5,950	\$ 75.00	\$ 446,250.00
33	ROADWAY EDGE SEALER	LBS	10,850	\$ 2.50	\$ 27,125.00
34	PAVEMENT MARKINGS	LS	1	\$ 7,500.00	\$ 7,500.00
35	TRAFFIC CONTROL SIGNAGE AND POSTS	LS	1	\$ 15,000.00	\$ 15,000.00
36	STREET LIGHT REPAIR - UNITS 4 & 5	LS	1	\$ 7,500.00	\$ 7,500.00
35	STREET LIGHT INSTALLATION - UNIT 4	EACH	15	\$ 4,000.00	\$ 60,000.00
36	STREET LIGHT INSTALLATION - UNIT 5	EACH	5	\$ 4,000.00	\$ 20,000.00
37	STREET LIGHT INSTALLATION - UNIT 6	EACH	25	\$ 4,000.00	\$ 100,000.00
38	CONSTRUCT NEW SIDEWALK ON EMPTY LOTS	SF	176,700	\$ 6.00	\$ 1,060,200.00
39	BASIN MONITORING, MAINTENANCE AND REPAIR	LS	1	\$ 75,000.00	\$ 75,000.00
40	TREE REMOVAL AND REPLACEMENT	LS	1	\$ 5,000.00	\$ 5,000.00
41	INSTALL PARKWAY TREES - UNIT 4	LS	1	\$ 85,000.00	\$ 85,000.00
42	INSTALL PARKWAY TREES - UNIT 5	LS	1	\$ 145,000.00	\$ 145,000.00
43	INSTALL ALL LANDSCAPING - UNIT 6	LS	1	\$ 269,270.00	\$ 269,270.00
SUB-TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					\$ 2,618,185.00
10% CONTINGENCY					\$ 261,820.00
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					\$ 2,880,005.00



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Yorkville, Illinois, 60560
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APPLICATION FOR ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

INTENT AND PURPOSE:

Economic Incentive and Development Agreements are negotiated between the municipality and the developer and/or owner on a project-by-project basis. Such items considered as part of an economic incentive or development agreement are: the amount of tax sharing, timing of payments, performance and compliance requirements and any other details. Applications will be evaluated on the merits of their impact to create or maintain jobs; further development; strengthen the commercial or industrial sector; enhance the tax base; and be in the overall best interest of the municipality.

This packet explains the process to successfully submit and complete an Application or Economic Incentive and/or Development Agreement requests. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the 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.

APPLICATION PROCEDURE:



STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with exhibits, if any, and legal description including PINs.
- Appropriate filing fee.
- One (1) electronic copy (pdf) of each of the signed application (complete with exhibits, if any). A Microsoft Word document with the legal description and PINs is also required.

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

Petitioner will be responsible for payment of all fees, including outside consultant costs (i.e. legal review, engineering review, 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.



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APPLICATION FOR ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

STAGE 2: 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 3: CITY COUNCIL

Petitioner will attend the City Council meeting where the recommendation of the proposed economic incentive or development agreement request will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the request.

DORMANT APPLICATIONS

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

- The 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)



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APPLICATION FOR ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

DATE: 12/4/18	<input checked="" type="checkbox"/> ECONOMIC INCENTIVE <input type="checkbox"/> DEVELOPMENT AGREEMENT <input type="checkbox"/> TAX INCREMENT FINANCE (TIF)	DEVELOPMENT NAME: RAINTREE SUBDIVISION
PETITIONER INFORMATION		
NAME: Richard Murphy		COMPANY: CalAtlantic Group, Inc
PETITIONER STATUS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> TRUST <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LLC <input type="checkbox"/> OTHER		
MAILING ADDRESS: 1148 E. Main Street		
CITY, STATE, ZIP: East Dundee, IL 60118		TELEPHONE: 224-293-3115
EMAIL: richard.murphy@lennar.com		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: MS Rialto Raintree Village II IL, LLC, MS Rialto Raintree Village IL, LLC, Raintree Village II L.L.C.		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: Various, see legal description		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Raintree Subdivision located at the southwest side of the intersection of IL Route 71 and Raintree Road.		
CURRENT ZONING CLASSIFICATION: R-2 (Units 1, 2, 5, 6), R-2D (Units 3 & 4) WILL PROJECT REQUIRE REZONING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: R-2, PUD.		
EAST: R-2		
SOUTH: R-2		
WEST: R-2		



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APPLICATION FOR ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

PROPERTY INFORMATION

NAME OF ANY PRIOR ANNEXATION, PUD, ECONOMIC OR DEVELOPMENT AGREEMENTS: Annexation Agreement and Planned Unit Development Agreement dated March 28, 1997, as amended (on file with City)

NARRATIVE OF THE PROJECT DESCRIPTION, INCLUDING THE FOLLOWING INFORMATION (ATTACH A SEPARATE SHEET IF NEEDED):

- ☒ THE PURPOSE OF THE INCENTIVE REQUESTED.
 - ☒ THE AMOUNT OF INCENTIVE REQUESTED.
 - ☒ THE METHOD AND MEANS USED TO FINANCE THE PROJECT, ASIDE FROM ECONOMIC INCENTIVE.
 - ☐ THE PROJECTED INCREASE IN THE LOCAL WORKFORCE, IF ANY, AS A RESULT OF THIS PROJECT.
- x EX. G - Property Tax Projection
x EX. H - Lot 286 Park Enhancement Plan
x EX. I - General Terms of Economic Development Agreement
x EX. J - Proposed Fee Schedule

ATTACHMENTS

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

Petitioner must list all the Permanent Index Numbers (PINs) and Common Addresses for all parcels to be included and considered as part of the requested Economic Incentive or Development Agreement. Attach a separate list to this application and title it as "Exhibit B".

Petitioner must attach a list of all property owners, business partners, developers and/or investors associated with this project, including name, business name, business address, phone, fax, e-mail and residence address, and title it as "Exhibit C".

Petitioner must attach a detailed projected project cost with each eligible expense requested for reimbursement, and title it as "Exhibit D".

Petitioner must attach the most recent Kendall County Tax Real Estate tax record providing the current assessed value of real estate and title it as "Exhibit E".

Petitioner must attach a list of all appointed or elected officials of the City of Yorkville who own a portion of the project or the real estate underlying the project area, and title it as "Exhibit F".



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APPLICATION FOR ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

ATTORNEY INFORMATION (IF ANY)

NAME: Harold W. Francke COMPANY: Meltzer, Purtill & Stelle LLC
MAILING ADDRESS: 1515 E Woodfield Road, 2nd Floor
CITY, STATE, ZIP: Schaumburg, IL 60173 TELEPHONE: 847-330-2400
EMAIL: hfrancke@mpslaw.com FAX:

ENGINEER INFORMATION (IF ANY)

NAME: N/A COMPANY:
MAILING ADDRESS:
CITY, STATE, ZIP: TELEPHONE:
EMAIL: FAX:

LAND PLANNER/SURVEYOR INFORMATION (IF ANY)

NAME: Richard Olson COMPANY: Gary R. Weber Associates, Inc.
MAILING ADDRESS: 212 S. Main Street
CITY, STATE, ZIP: Wheaton, IL 60187 TELEPHONE: 630-668-7197
EMAIL: rolson@grwainc.com FAX:

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

CalAtlantic Group, Inc.

By:

Christopher Gillen, Vice President

DATE

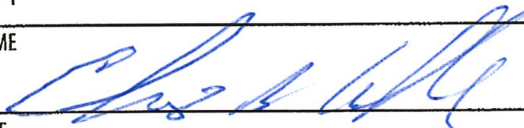
PETITIONER SIGNATURE

12-14-18



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PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:
APPLICATION/APPROVAL TYPE (check appropriate box(es) of approval requested):		
<input type="checkbox"/> CONCEPT PLAN REVIEW	<input type="checkbox"/> AMENDMENT (TEXT)	<input type="checkbox"/> ANNEXATION
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MILE AND 1/2 REVIEW	<input type="checkbox"/> ZONING VARIANCE
<input type="checkbox"/> FINAL PLANS	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT	<input type="checkbox"/> FINAL PLAT
		<input type="checkbox"/> REZONING
		<input type="checkbox"/> PRELIMINARY PLAN
		<input checked="" type="checkbox"/> ECONOMIC INCENTIVE/DEV AGRMT
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 made payable to the Financially Responsible Party and mailed to the address provided when the account was established.		
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY		
NAME: Christopher Gillen		COMPANY: CalAtlantic Group, Inc
MAILING ADDRESS: 1141 E. Main Street		
CITY, STATE, ZIP: East Dundee, IL 60118		TELEPHONE: 224-293-3100
EMAIL: chris.gillen@lennar.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.		
Christopher Gillen		Vice President
PRINT NAME		TITLE
		12-14-18
SIGNATURE		DATE
ACCOUNT CLOSURE AUTHORIZATION		
DATE REQUESTED:		<input type="checkbox"/> COMPLETED <input type="checkbox"/> INACTIVE
PRINT NAME:		<input type="checkbox"/> WITHDRAWN <input type="checkbox"/> COLLECTIONS
SIGNATURE:		<input type="checkbox"/> OTHER
DEPARTMENT ROUTING FOR AUTHORIZATION:		<input type="checkbox"/> COM. DEV. <input type="checkbox"/> BUILDING <input type="checkbox"/> ENGINEERING <input type="checkbox"/> FINANCE <input type="checkbox"/> ADMIN.

SCHEDULE A
(continued)

5. The Land is described as follows:

PARCEL 1:

LOTS 4, 10, 13, 14 AND 16 IN RAINTREE VILLAGE UNIT ONE, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 13, 2004 AS DOCUMENT 200400000938, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

LOTS 139 TO 143, INCLUSIVE, AND LOT 147 IN RAINTREE VILLAGE UNIT TWO, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 19, 2004 AS DOCUMENT 200400023274, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 3:

LOTS 234 TO 237, INCLUSIVE, AND LOTS 240 TO 244, INCLUSIVE, IN RAINTREE VILLAGE UNIT THREE, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 19, 2004 AS DOCUMENT 200400023275, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 4:

LOTS 264 TO 282, INCLUSIVE, AND LOTS 262, 263, 283, 284 AND 285 (LESS ANY PART OF SAID LOTS IN RAINTREE VILLAGE CONDOMINIUM) AND INCLUDING 'EBE' LOTS 287 TO 292, INCLUSIVE, LOTS 297 AND 298 AND LOTS 300 TO 318, INCLUSIVE, IN RAINTREE VILLAGE UNIT FOUR, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 30, 2006 AS DOCUMENT 200600015999, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 5:

LOT 341, LOTS 346 TO 428, INCLUSIVE, LOTS 430 TO 432, INCLUSIVE, AND LOTS 436 TO 438, INCLUSIVE, IN RAINTREE VILLAGE UNIT FIVE, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 20, 2005 AS DOCUMENT 200500017195, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 6:

LOTS 439 TO 466, INCLUSIVE, LOTS 469 TO 483, INCLUSIVE, AND LOTS 485 TO 542, INCLUSIVE, IN RAINTREE VILLAGE UNIT SIX, BEING SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



Narrative to Application for Approval of Economic Incentive Development Agreement
(CalAtlantic Group, Inc./Raintree Village)

CalAtlantic Group, Inc., as contract purchaser of 257 lots in the Raintree Village community which were platted for purposes of constructing 366 single-family detached and attached dwelling units on the subject property (the “Subject Lots”), is applying to the City of Yorkville for approval of an Economic Incentive Development Agreement that contains the terms set forth on Exhibit I to the application, so that the build-out of dwelling units in Raintree Village, as contemplated by the City more than 20 years ago, can be completed.

After the City approved the Annexation Agreement and Planned Unit Development Agreement for Raintree Village in March 1997, Special Service Area bonds (“SSA Bonds”) were issued to fund the construction of the public improvements designed to serve Raintree Village. Although the subject property was developed and homes built in the years that followed, the financial crisis commencing in December 2007 and the resulting collapse of the housing market brought dwelling construction to a standstill. Since that time, taxes levied against the lots in the community to pay the debt service on the SSA Bonds continue to accrue. Today, 366 out of the 654 dwelling units planned for construction in Raintree Village remain unbuilt. The vacant state of the Subject Lots, which constitutes 56% of the lots in Raintree Village, has precluded the generation of adequate property tax revenue to pay either debt service on the SSA Bonds or the costs of maintaining previously constructed public improvements in Raintree Village which are now owned by the City.

Today, the accrued SSA taxes, including associated fees, interest and penalties, when added to land costs, home building costs and increased City permit fees, have together rendered construction of dwelling units on the Subject Lots economically infeasible. Consequently, neither the City, nor other units of government nor the holders of the SSA Bonds are receiving property tax revenues from the Subject Lots because they have no taxable value. By contrast, CalAtlantic projects that the taxable value of the Subject Lots could increase to approximately \$27.2M if CalAtlantic acquires and constructs dwelling units on them.

To make the construction of dwelling units in Raintree Village financially feasible, which will benefit the City, its residents and all relevant taxing bodies, CalAtlantic seeks City approval of an Economic Incentive Development Agreement on the terms described in the exhibits to this application. Those terms include CalAtlantic’s agreement to pay the City, within 30 days of CalAtlantic’s acquisition of the Subject Lots, a prepayment of \$384,300 in Public Works, Police, Library, and Bristol Kendall Fire Protection District impact fees, and its agreement to pay the City \$93,000 so that the City can improve the Lot 286 park site in Unit 4.

The implementation of the proposed Economic Incentive Development Agreement will not only foster the complete build-out of Raintree Village; it will also: (i) enable the City and other taxing bodies to realize substantial economic benefits that they will not realize from if the build-out of dwelling units in Raintree Village is not completed, (ii) provide a more attractive and useful recreational area on the Lot 286 park site; and (iii) produce a steady revenue stream to the City and the Raintree Village homeowner’s associations which will make it possible for them to maintain all public and common area improvements in Raintree Village for years to come.

EXHIBIT G

PROPERTY TAX PROJECTION

- See attached -

Real Property Tax Revenue

Property Tax**	Tax Rate Per \$100 Taxable Value (2017) *	Assessment Year and Year Payable										Total Paid in 2020 -2028
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Total Taxable Value		\$0	\$4,440,182	\$9,898,937	\$14,952,535	\$18,837,144	\$21,954,320	\$24,339,681	\$26,779,643	\$27,252,367	\$27,222,967	\$175,677,776
Kendall County	0.70880	\$0	\$31,472	\$70,164	\$105,984	\$133,518	\$155,612	\$172,520	\$189,814	\$193,165	\$192,956	\$1,245,204
Bristol-Kendall FPD	0.74250	\$0	\$32,968	\$73,500	\$111,023	\$139,866	\$163,011	\$180,722	\$198,839	\$202,349	\$202,131	\$1,304,407
Forest Preserve	0.17520	\$0	\$7,779	\$17,343	\$26,197	\$33,003	\$38,464	\$42,643	\$46,918	\$47,746	\$47,695	\$307,787
Jr College #516	0.55140	\$0	\$24,483	\$54,583	\$82,448	\$103,868	\$121,056	\$134,209	\$147,663	\$150,270	\$150,107	\$968,687
Yorkville Library	0.29940	\$0	\$13,294	\$29,637	\$44,768	\$56,398	\$65,731	\$72,873	\$80,178	\$81,594	\$81,506	\$525,979
Yorkville/Bristol SD	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Kendall Township	0.09970	\$0	\$4,427	\$9,869	\$14,908	\$18,781	\$21,888	\$24,267	\$26,699	\$27,171	\$27,141	\$175,151
Kendall Road District	0.25370	\$0	\$11,265	\$25,114	\$37,935	\$47,790	\$55,698	\$61,750	\$67,940	\$69,139	\$69,065	\$445,695
School District CU-115	7.34440	\$0	\$326,105	\$727,018	\$1,098,174	\$1,383,475	\$1,612,413	\$1,787,604	\$1,966,804	\$2,001,523	\$1,999,364	\$12,902,479
City of Yorkville	0.64700	\$0	\$28,728	\$64,046	\$96,743	\$121,876	\$142,044	\$157,478	\$173,264	\$176,323	\$176,133	\$1,136,635
Yorkville 04 SSA 107 TBD		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	10.82210	\$0	\$480,521	\$1,071,273	\$1,618,178	\$2,038,575	\$2,375,918	\$2,634,065	\$2,898,120	\$2,949,278	\$2,946,097	\$19,012,025
Total Property Tax Revenue		\$0	\$480,521	\$1,071,273	\$1,618,178	\$2,038,575	\$2,375,918	\$2,634,065	\$2,898,120	\$2,949,278	\$2,946,097	\$19,012,025