



## United City of Yorkville

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

AGENDA  
**CITY COUNCIL MEETING**  
**Tuesday, February 11, 2020**  
**7:00 p.m.**

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

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**Call to Order:**

**Pledge of Allegiance:**

<b>Roll Call by Clerk:</b>	<u>WARD I</u>	<u>WARD II</u>	<u>WARD III</u>	<u>WARD IV</u>
	Ken Koch	Jackie Milschewski	Chris Funkhouser	Seaver Tarulis
	Dan Transier	Arden Joe Plocher	Joel Frieders	Jason Peterson

**Establishment of Quorum:**

**Amendments to Agenda:**

**Presentations:**

**Public Hearings:**

**Citizen Comments on Agenda Items:**

**Consent Agenda:**

**Minutes for Approval:**

1. Minutes of the Regular City Council – January 28, 2020

**Bill Payments for Approval from the Current Bill List:**

Payments total these amounts:

\$ 301,598.02 (vendors)  
\$ 149,883.75 (wire payments)  
\$ 320,359.01 (payroll period ending 1/24/20)  
\$ 771,840.78 (total)

**Mayor's Report:**

1. CC 2020-06 National Suicide Prevention + Action Month Proclamation and Outreach
2. CC 2020-07 Proclamation for John Schneider's 100<sup>th</sup> Birthday
3. CC 2020-08 Ordinance Amending the City Code, Title 6, Chapter 4 (Towing of Vehicles)

**Public Works Committee Report:**

**Economic Development Committee Report:**

1. EDC 2019-84 Ordinance Authorizing a Jurisdictional Boundary Line Agreement Between the United City of Yorkville and the City of Plano
2. EDC 2020-13 Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between the United City of Yorkville and Kendall County

**Public Safety Committee Report:**

**Administration Committee Report:**

**Park Board:**

**Planning and Zoning Commission:**

1. PZC 2019-29 and EDC 2019-97 Ordinance Approving a Special Use for a Solar Farm with Freestanding Solar Energy Systems (Kendall County Government Campus)
2. PZC 2019-30 and EDC 2019-99 Raintree Village – PUD Amendment and Final Plat of Resubdivision
  - a. Ordinance Authorizing the Sixth Amendment to the Planned Unit Development Plan for the Raintree Village Subdivision (Lots 264-282)
  - b. Ordinance Approving the Final Plat of Raintree Village, Unit 4 1<sup>st</sup> Resubdivision

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Additional Business:**

**Citizen Comments:**

**Executive Session:**

**Adjournment:**

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COMMITTEES, MEMBERS AND RESPONSIBILITIES

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**ADMINISTRATION: February 19, 2020 – 6:00 p.m. – City Hall Conference Room**

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

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

**ECONOMIC DEVELOPMENT: March 3, 2020 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Milschewski	Community Development	Planning & Zoning Commission
Vice-Chairman:	Alderman Peterson	Building Safety & Zoning	Kendall Co. Plan Commission
Committee:	Alderman Koch		
Committee:	Alderman Frieders		

**PUBLIC SAFETY: March 5, 2020 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Tarulis	Police	School District
Vice-Chairman:	Alderman Frieders		
Committee:	Alderman Milschewski		
Committee:	Alderman Transier		

**PUBLIC WORKS: February 18, 2020 – 6:00 p.m. – City Hall Conference Room**

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

UNITED CITY OF YORKVILLE  
WORKSHEET  
CITY COUNCIL  
**Tuesday, February 11, 2020**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**AMENDMENTS TO AGENDA:**

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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**MINUTES FOR APPROVAL:**

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1. Minutes of the Regular City Council – January 28, 2020

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**BILLS FOR PAYMENT:**

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Approved \_\_\_\_\_

As presented

As amended

Notes \_\_\_\_\_

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**MAYOR'S REPORT:**

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1. CC 2020-06 National Suicide Prevention + Action Month Proclamation and Outreach

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. CC 2020-07 Proclamation for John Schneider's 100<sup>th</sup> Birthday

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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3. CC 2020-08 Ordinance Amending the City Code, Title 6, Chapter 4 (Towing of Vehicles)

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**ECONOMIC DEVELOPMENT COMMITTEE REPORT:**

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1. EDC 2019-84 Ordinance Authorizing a Jurisdictional Boundary Line Agreement Between the United City of Yorkville and the City of Plano

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. EDC 2020-13 Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between the United City of Yorkville and Kendall County

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**PLANNING AND ZONING COMMISSION:**

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1. PZC 2019-29 and EDC 2019-97 Ordinance Approving a Special Use for a Solar Farm with Freestanding Solar Energy Systems (Kendall County Government Campus)

- Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_
- Removed \_\_\_\_\_
- Notes \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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2. PZC 2019-30 and EDC 2019-99 Raintree Village – PUD Amendment and Final Plat of Resubdivision

a. Ordinance Authorizing the Sixth Amendment to the Planned Unit Development Plan for the Raintree Village Subdivision (Lots 264-282)

- Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_
- Removed \_\_\_\_\_

b. Ordinance Approving the Final Plat of Raintree Village, Unit 4 1<sup>st</sup> Resubdivision

- Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_
- Removed \_\_\_\_\_

- Notes \_\_\_\_\_
- \_\_\_\_\_
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- \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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**CITIZEN COMMENTS:**

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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 – January 28, 2020

**Meeting and Date:** City Council – February 11, 2020

**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:

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**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, JANUARY 28, 2020**

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

**ROLL CALL**

City Clerk Pickering called the roll.

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

Staff present: City Clerk Pickering, Chief of Police Jensen, Deputy Chief of Police Pfizenmaier, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, Building Code Official Ratos, Purchasing Manager Parker, Attorney Orr, and EEI Engineer Sanderson.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

**Flags of Valor Presentation to American Legion Post #489**

Mayor Purcell and Director Evans presented a check in the amount of \$1813.50 to American Legion Commander Tim Conrady for the Flags of Valor initiative that took place over Veterans Day 2019. Director Evans said that over 70 flags were sponsored at Town Square Park. The flag display was to honor our nation and the veterans who have served.

Director Evans also mentioned that he and Commander Conrady had worked together last year with Representative Wheeler to get House Resolution – HR 0450 passed, which recognized the war memorial in Town Square Park. At this year’s Memorial Day service, the city will have a plaque dedication for the war memorial.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

None.

**MINUTES FOR APPROVAL**

Mayor Purcell entertained a motion to approve the minutes of the regular City Council meeting of January 14, 2020 as presented. So moved by Alderman Peterson; seconded by Alderman Milschewski.

Motion unanimously approved by a viva voce vote.

**BILLS FOR PAYMENT**

Mayor Purcell entertained a motion to approve the bill list in the amount of \$1,511,037.66 (vendors); \$309,946.90 (payroll period ending 1/10/20); for a total of \$1,820,984.56. So moved by Alderman Peterson; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Funkhouser-aye, Transier-aye, Plocher-aye, Frieders-aye,  
Peterson-aye, Koch-aye, Milschewski-aye

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**REPORTS**

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**MAYOR’S REPORT**

**Comments from Mayor Purcell**

Mayor Purcell mentioned that he had recently been invited to speak to second graders at Autumn Creek Elementary School, Bristol Grade School, and Circle Center Grade School as part of their community leaders study. He said that he really enjoyed speaking with the second graders.

**PUBLIC WORKS COMMITTEE REPORT**

**Water Department Reports for October,  
November, and December 2019  
(PW 2020-02)**

Alderman Plocher made a motion to approve the Water Department Reports for October, November, and December 2019; seconded by Alderman Frieders.

Motion unanimously approved by a viva voce vote.

**2019 Road to Better Roads Program – Request for Change  
in Plans and Engineer’s Final Payment Estimate  
(PW 2020-05)**

Alderman Plocher made a motion to approve the 2019 Road to Better Roads Program – Request for Change in Plans and Engineer’s Final Payment Estimate and authorize the Mayor to execute; seconded by Alderman Peterson.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Transier-aye, Plocher-aye, Frieders-aye, Peterson-aye,  
Koch-aye, Milschewski-aye, Funkhouser-aye

**MFT Resolution 2020-06**

**for 2020 Road to Better Roads Program  
(PW 2020-06)**

Alderman Plocher made a motion to approve an MFT Resolution for the 2020 Road to Better Roads Program and authorize the Mayor and City Clerk to execute; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Plocher-aye, Frieders-aye, Peterson-aye, Koch-aye,  
Milschewski-aye, Funkhouser-aye, Transier-aye

**Ordinance 2020-03**

**Amending the Traffic Schedule and Index  
(Bluebird Lane at Prairie Crossing Drive)  
(PW 2020-07)**

Alderman Plocher made a motion to approve an Ordinance Amending the Traffic Schedule and Index (Bluebird Lane at Prairie Crossing Drive) and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Frieders-aye, Peterson-aye, Koch-aye, Milschewski-aye,  
Funkhouser-aye, Transier-aye, Plocher-aye

**Purchase of Two Truck Dump Bodies and Salt Spreaders  
(PW 2020-08)**

Alderman Plocher made a motion to accept the quote and award contract to Lindco Equipment Sales, Inc. of 2168 East 88<sup>th</sup> Dr., Merrillville, IN 46410 in the amount of \$47,126.17 for the repair and rehabilitation of truck Y23, a 2006 International single axle dump truck and to accept the quote and award contract to PB Loader Corp. of 5778 W. Barstow, Fresno, CA 93722 in the amount of \$52,243.00 for the repair and rehabilitation of truck Y9, a 2008 International tandem axle dump truck; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Peterson-aye, Koch-aye, Milschewski-aye, Funkhouser-aye,  
Transier-aye, Plocher-aye, Frieders-aye

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

**Resolution 2020-07**

**Accepting BSN Sports, LLC's Bid to Provide 2020 Youth  
Baseball and Softball League Uniforms and Equipment  
(CC 2020-05)**

Mayor Purcell entertained a motion to approve a Resolution Accepting BSN Sports, LLC's Bid to Provide 2020 Youth Baseball and Softball League Uniforms and Equipment. So moved by Alderman Koch; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Koch-aye, Milschewski-aye, Funkhouser-aye, Transier-aye,  
Plocher-aye, Frieders-aye, Peterson-aye

**PLANNING AND ZONING COMMISSION**

**Ordinance 2020-04**

**Amending the Zoning Ordinance to the Regulations for  
Mobile Food and Retail Vendor Vehicles  
Operating on Private Property  
(PZC 2019-28 and EDC 2019-100)**

Mayor Purcell entertained a motion to approve an Ordinance Amending the Zoning Ordinance to the Regulations for Mobile Food and Retail Vendor Vehicles Operating on Private Property. So moved by Alderman Peterson; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Milschewski-aye, Funkhouser-aye, Transier-aye, Plocher-aye,  
Frieders-aye, Peterson-aye, Koch-aye

**Ordinance 2020-05**

**Approving a Special Use for a Freestanding Solar Energy  
System and Freestanding Wind Energy System  
(Wrigley Manufacturing – 2800 N. Bridge Street)  
(PZC 2019-31 and EDC 2019-98)**

Mayor Purcell entertained a motion to approve an Ordinance Approving a Special Use for a Freestanding Solar Energy System and Freestanding Wind Energy System (Wrigley Manufacturing – 2800 N. Bridge Street). So moved by Alderman Funkhouser; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Funkhouser-aye, Transier-aye, Plocher-aye, Frieders-aye,  
Peterson-aye, Koch-aye, Milschewski-aye

**CITY COUNCIL REPORT**

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

Alderman Frieders reported that he has the 2020 proclamation for the National Suicide Prevention + Action Month ready to start sending out to communities. This year he is working with Hope for the Day as well as the local National Alliance on Mental Illness affiliate. He said the goal of the proclamation project is to point out that suicide is an issue, to be able to provide information on the resources that are available, and to remind people that they are enough.

**Top Golf Event**

Alderman Funkhouser reported that the city would be partnering with the Kiwinis Club to hold an event at Top Golf on Thursday, March 5<sup>th</sup> from 2:00 p.m. – 5:00 p.m. He said the event should be a lot of fun. Anyone that is interested in registering should contact the city's Parks and Recreation Department.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

No report.

**STAFF REPORT**

**Building Permits**

Building Code Official Ratos reported on the number of building permits that were submitted for calendar year 2019. In 2019, single family home permits totaled 143, and in 2018 they totaled 210. In 2019, single family attached permits totaled 35, and in 2018 they totaled 36. In 2019, commercial permits totaled 117, and in 2018 they totaled 130. In 2019, miscellaneous permits totaled 1848, and in 2018 they

totaled 615. With the increase in miscellaneous permits in 2019, 700 of those are attributed to the large storm that the city experienced. Mr. Ratos mentioned that even though the city had received more home permits in 2018, the construction value added to the community was higher in 2019. For 2019, construction value was estimated at \$59,154,430.00 and in 2018 it was estimated at \$55,529,975.00 for an estimated increase in construction value of 3.624 million in 2019 versus 2018.

**ADDITIONAL BUSINESS**

**Budget Discussions**

Mayor Purcell mentioned that budget discussions have started with staff and will take place for the next couple of weeks prior to the budget being presented to the City Council.

**CITIZEN COMMENTS**

None.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Frieders; seconded by Alderman Plocher.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:28 p.m.

Minutes submitted by:

Lisa Pickering,  
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

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Tracking Number

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### Agenda Item Summary Memo

**Title:** Bills for Payment

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**Meeting and Date:** City Council – February 11, 2020

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**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

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**Council Action Requested:** Approval

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**Submitted by:** Amy Simmons Finance  
Name Department

#### Agenda Item Notes:

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DATE: 01/28/20  
 TIME: 07:58:34  
 ID: AP225000.WOW

UNITED CITY OF YORKVILLE  
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131164	KCR	KENDALL COUNTY RECORDER'S		01/24/20		
	22797	01/24/20	01 RELEASE 1 UTILITY LIEN		51-510-54-00-5448	67.00
			02 FILE 1 NEW UTILITY LIEN		51-510-54-00-5448	67.00
			03 SATISFACTION OF TAX LIEN -		01-000-24-00-2440	67.00
			04 BRISTOL BAY SSA		** COMMENT **	
					INVOICE TOTAL:	201.00 *
					CHECK TOTAL:	201.00
					TOTAL AMOUNT PAID:	201.00

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

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131165	KCR 22973	KENDALL COUNTY RECORDER'S 01/29/20	01 FINAL PLAT OF RESUBDIVISION 02 FOR LOT 1 KENDALL MARKETPLACE	01/29/20	90-150-00-00-0011 ** COMMENT **	105.00 105.00 *
					INVOICE TOTAL:	105.00
					CHECK TOTAL:	105.00
					TOTAL AMOUNT PAID:	105.00

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

INVOICES DUE ON/BEFORE 02/11/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532135	AACVB	AURORA AREA CONVENTION						
	11/19-ALL	01/20/20	01	NOV 2019 ALL SEASON HOTEL TAX	01-640-54-00-5481		35.24	
			02	REBATE	** COMMENT **			
					INVOICE TOTAL:		35.24 *	
	11/19-HAMPTON	01/16/20	01	NOV 2020 HAMPTON INN HOTEL TAX	01-640-54-00-5481		4,209.06	
					INVOICE TOTAL:		4,209.06 *	
	11/19-SUNSET	01/16/20	01	NOV 2019 SUNSET HOTEL TAX	01-640-54-00-5481		33.30	
			02	REBATE	** COMMENT **			
					INVOICE TOTAL:		33.30 *	
	11/19-SUPER	01/16/20	01	NOV 2019 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,493.21	
			02	REBATE	** COMMENT **			
					INVOICE TOTAL:		1,493.21 *	
					CHECK TOTAL:		5,770.81	
532136	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS						
	20-3284	01/21/20	01	WELL & LIFT STAION	51-510-54-00-5445		990.00	
			02	TROUBLESHOOTING	** COMMENT **			
					INVOICE TOTAL:		990.00 *	
					CHECK TOTAL:		990.00	
532137	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
	0998815-IN	12/26/19	01	FUSES, LAMPS	79-790-56-00-5640		218.00	
					INVOICE TOTAL:		218.00 *	
	1004512-IN	01/14/20	01	WALL HEATER, SURFACE MOUNT KIT	51-510-56-00-5638		309.76	
					INVOICE TOTAL:		309.76 *	
	1005062-IN	01/15/20	01	LAMP FOR BEECHER	23-216-56-00-5656		76.50	
					INVOICE TOTAL:		76.50 *	

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

INVOICES DUE ON/BEFORE 02/11/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532137	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	1005512-IN	01/16/20	01	LAMPS	23-216-56-00-5656		690.00
						INVOICE TOTAL:	690.00 *
	1005532-IN	01/16/20	01	CIRCUIT BREAKER	23-216-56-00-5656		29.70
						INVOICE TOTAL:	29.70 *
	1005544-IN	01/16/20	01	COILS, TIME SWITCH, COVER BOX	23-216-56-00-5656		229.57
						INVOICE TOTAL:	229.57 *
						CHECK TOTAL:	1,553.53
532138	ARNESON	ARNESON OIL COMPANY					
	273698	12/20/19	01	DEC 2019 GASOLINE	79-790-56-00-5695		502.11
						INVOICE TOTAL:	502.11 *
						CHECK TOTAL:	502.11
532139	ARNESON	ARNESON OIL COMPANY					
	275389	12/31/19	01	DEC 2019 GASOLINE	79-790-56-00-5695		130.59
						INVOICE TOTAL:	130.59 *
	276137	01/03/20	01	JAN 2020 DIESEL FUEL	01-410-56-00-5695		284.28
			02	JAN 2020 DIESEL FUEL	51-510-56-00-5695		284.27
			03	JAN 2020 DIESEL FUEL	52-520-56-00-5695		284.27
						INVOICE TOTAL:	852.82 *
	276749	01/15/20	01	HYDRAULIC OIL	01-410-56-00-5628		909.97
						INVOICE TOTAL:	909.97 *
						CHECK TOTAL:	1,893.38
532140	ATTINTER	AT&T					

01-110 ADMINISTRATION  
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 01-220 COMMUNITY DEVELOPMENT  
 01-410 STREET OPERATIONS  
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 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  
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 88-880 DOWNTOWN TIF  
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532145	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	12215	01/08/20	01	DEC 2019 INSPECTIONS	01-220-54-00-5459		3,220.00
						INVOICE TOTAL:	3,220.00 *
					CHECK TOTAL:		3,220.00
532146	BLACKBUM	MIKE BLACKBURN					
	012520	01/25/20	01	REFEREE	79-795-54-00-5462		50.00
						INVOICE TOTAL:	50.00 *
					CHECK TOTAL:		50.00
532147	BOOKB	BRENDA BOOK					
	011820	01/18/20	01	REFEREE	79-795-54-00-5462		75.00
						INVOICE TOTAL:	75.00 *
					CHECK TOTAL:		75.00
D001511	BROWND	DAVID BROWN					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532148	CALLONE	UNITED COMMUNICATION SYSTEMS					
	177874	01/15/20	01	DEC 2019 CITY HALL NORTEL	01-110-54-00-5440		159.93
			02	DEC 2019 CITY HALL NORTEL	01-210-54-00-5440		159.93
			03	DEC 2019 CITY HALL NORTEL	51-510-54-00-5440		159.93
			04	DEC 2019 ADMIN LINES	01-110-54-00-5440		397.91
			05	DEC 2019 POLICE LINES	01-210-54-00-5440		1,160.90

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532148	CALLONE	UNITED COMMUNICATION SYSTEMS						
	177874	01/15/20	06	DEC 2019 CITY HALL FIRE	01-210-54-00-5440		520.02	
			07	DEC 2019 CITY HALL FIRE	01-110-54-00-5440		520.02	
			08	DEC 2019 PW LINES	51-510-54-00-5440		2,787.64	
			09	DEC 2019 SEWER DEPT LINES	52-520-54-00-5440		471.93	
			10	DEC 2019 TRAFFIC SIGNAL	01-410-54-00-5440		52.24	
			11	MAINTENANCE	** COMMENT **			
			12	DEC 2019 PARKS DEPT LINES	79-790-54-00-5440		56.65	
			13	DEC 2019 RECREATION DEPT	79-795-54-00-5440		263.54	
			14	LINES	** COMMENT **			
					INVOICE TOTAL:		6,710.64 *	
					CHECK TOTAL:		6,710.64	
532149	CAMBRIA	CAMBRIA SALES COMPANY INC.						
	41321	01/14/20	01	PAPER TOWEL	52-520-56-00-5620		62.34	
					INVOICE TOTAL:		62.34 *	
					CHECK TOTAL:		62.34	
532150	CINTASFP	CINTAS CORPORATION FIRE 636525						
	0F94044011	01/22/20	01	01/01/20-03/31/20 MONITORING	51-510-54-00-5445		237.00	
			02	AT 610 TOWER LANE	** COMMENT **			
					INVOICE TOTAL:		237.00 *	
	0F94044012	01/22/20	01	01/01/20-03/31/20 MONITORING	51-510-54-00-5445		237.00	
			02	AT 2224 TREMONT	** COMMENT **			
					INVOICE TOTAL:		237.00 *	
	0F94044013	01/22/20	01	01/01/20-03/31/20 MONITORING	51-510-54-00-5445		237.00	
			02	AT 3299 LEHMAN CROSSING	** COMMENT **			
					INVOICE TOTAL:		237.00 *	
					CHECK TOTAL:		711.00	

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532151	COMED	COMMONWEALTH EDISON					
	1613010022-1219	01/15/20	01	12/11-01/14 GALENA & KENNEDY	79-795-54-00-5480		290.98
						INVOICE TOTAL:	290.98 *
	1977008102-1219	01/14/20	01	12/11-01/14 GALENA RD PARK	79-795-54-00-5480		89.06
						INVOICE TOTAL:	89.06 *
	6963019021-1219	01/15/20	01	12/11-01/14 RT47 & ROSENWINKLE	23-216-54-00-5482		47.65
						INVOICE TOTAL:	47.65 *
	8344010026-1219	01/23/20	01	11/25-01/23 MISC STREET LIGHTS	23-216-54-00-5482		506.60
						INVOICE TOTAL:	506.60 *
						CHECK TOTAL:	934.29
532152	COMPASS	COMPASS MINERALS AMERICA					
	576887	01/17/20	01	SALT	15-155-56-00-5618		23,818.53
						INVOICE TOTAL:	23,818.53 *
						CHECK TOTAL:	23,818.53
532153	CONSTELL	CONSTELLATION NEW ENERGY					
	16622753601	01/24/20	01	12/19-01/23 421 POPLAR	23-216-54-00-5482		6,184.90
						INVOICE TOTAL:	6,184.90 *
						CHECK TOTAL:	6,184.90
532154	COREMAIN	CORE & MAIN LP					
	L761039	01/10/20	01	81 510M METERS, GUAGE WIRE	51-510-56-00-5664		10,730.00
						INVOICE TOTAL:	10,730.00 *
	L780264	01/15/20	01	14 100CF METERS, 12 1000G	51-510-56-00-5664		4,172.00

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532154	COREMAIN	CORE & MAIN LP					
	L780264	01/15/20	02	METERS	** COMMENT **		
					INVOICE TOTAL:		4,172.00 *
					CHECK TOTAL:		14,902.00
532155	DAVISK	KYLE DAVIS					
	011020	01/16/20	01	40 HOUR FIELD TRAINING COURSE	01-210-54-00-5415		95.00
			02	MEAL PER DIEMS-DAVIS	** COMMENT **		
					INVOICE TOTAL:		95.00 *
					CHECK TOTAL:		95.00
532156	DELAGE	DLL FINANCIAL SERVICES INC					
	66579001	01/16/20	01	JAN 2020 COPIER LEASE	01-110-54-00-5485		113.46
			02	JAN 2020 COPIER LEASE	01-120-54-00-5485		75.64
			03	JAN 2020 COPIER LEASE	01-220-54-00-5485		189.10
			04	JAN 2020 COPIER LEASE	01-210-54-00-5485		299.10
			05	JAN 2020 COPIER LEASE	01-410-54-00-5485		44.67
			06	JAN 2020 COPIER LEASE	51-510-54-00-5485		44.67
			07	JAN 2020 COPIER LEASE	52-520-54-00-5485		44.67
			08	JAN 2020 COPIER LEASE	79-790-54-00-5485		94.55
			09	JAN 2020 COPIER LEASE	79-795-54-00-5485		94.54
					INVOICE TOTAL:		1,000.40 *
	66579095	01/16/20	01	DEC 2019 MANAGED PRINT	01-110-54-00-5485		112.33
			02	SERVICES	** COMMENT **		
			03	DEC 2019 MANAGED PRINT	01-120-54-00-5485		37.44
			04	SERVICES	** COMMENT **		
			05	DEC 2019 MANAGED PRINT	01-210-54-00-5485		112.33
			06	SERVICES	** COMMENT **		
			07	DEC 2019 MANAGED PRINT	51-510-54-00-5485		50.18
			08	SERVICES	** COMMENT **		

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532156	DELAGE	DLL FINANCIAL SERVICES INC						
	66579095	01/16/20	09	DEC 2019 MANAGED PRINT	52-520-54-00-5485		12.36	
			10	SERVICES	** COMMENT **			
			11	DEC 2019 MANAGED PRINT	01-410-54-00-5485		12.36	
			12	SERVICES	** COMMENT **			
					INVOICE TOTAL:		337.00 *	
					CHECK TOTAL:		1,337.40	
D001512	DHUSEE	DHUSE, ERIC						
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	51-510-54-00-5440		15.00	
			02	REIMBURSEMENT	** COMMENT **			
			03	JAN 2020 MOBILE EMAIL	52-520-54-00-5440		15.00	
			04	REIMBURSEMENT	** COMMENT **			
			05	JAN 2020 MOBILE EMAIL	01-410-54-00-5440		15.00	
			06	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
532157	DIETERG	GARY M. DIETER						
	011820	01/18/20	01	REFEREE	79-795-54-00-5462		50.00	
					INVOICE TOTAL:		50.00 *	
					CHECK TOTAL:		50.00	
D001513	DJIDICK	KAYLA DJIDIC						
	0015	01/27/20	01	ZUMBA CLASS INSTRUCTION	79-795-54-00-5462		323.50	
					INVOICE TOTAL:		323.50 *	
					DIRECT DEPOSIT TOTAL:		323.50	
D001514	DLK	DLK, LLC						

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D001514	DLK DLK, LLC						
	208	01/31/20	01	JAN 2020 MONTHLY ECONOMIC	01-640-54-00-5486		9,425.00
			02	DEVELOPMENT HOURS	** COMMENT **		
					INVOICE TOTAL:		9,425.00 *
					DIRECT DEPOSIT TOTAL:		9,425.00
532158	DYNEGY DYNEGY ENERGY SERVICES						
	266979320011	01/20/20	01	12/16-01/16 2702 MILL RD	51-510-54-00-5480		6,945.74
					INVOICE TOTAL:		6,945.74 *
					CHECK TOTAL:		6,945.74
532159	EEI ENGINEERING ENTERPRISES, INC.						
	38305	01/24/20	01	CALEDONIA PHASE 1-ENG	01-640-54-00-5465		400.00
			02	INSPECTONS	** COMMENT **		
					INVOICE TOTAL:		400.00 *
	68286	01/24/20	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		98.50
					INVOICE TOTAL:		98.50 *
	68288	01/24/20	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		420.75
					INVOICE TOTAL:		420.75 *
	68289	01/24/20	01	GRANDE RESERVE-AVANTI	01-640-54-00-5465		208.00
					INVOICE TOTAL:		208.00 *
	68290	01/24/20	01	PRESTWICK	01-640-54-00-5465		252.00
					INVOICE TOTAL:		252.00 *
	68291	01/24/20	01	PUBLIC WORKS MATERIAL STORAGE	01-640-54-00-5465		613.75
			02	SHED	** COMMENT **		
					INVOICE TOTAL:		613.75 *

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532159	EEI	ENGINEERING ENTERPRISES, INC.						
	68292	01/24/20	01	METRONET	90-132-00-00-0111		114.75	
						INVOICE TOTAL:	114.75 *	
	68293	01/24/20	01	GRANDE RESERVE UNIT 2	01-640-54-00-5465		153.00	
						INVOICE TOTAL:	153.00 *	
	68294	01/24/20	01	BLACKBERRY WOODS PHASE B	01-640-54-00-5465		2,323.25	
						INVOICE TOTAL:	2,323.25 *	
	68295	01/24/20	01	MILL ROAD RECONSTRUCTION	23-230-60-00-6012		1,383.50	
						INVOICE TOTAL:	1,383.50 *	
	68296	01/24/20	01	KENDALL MARKETPLACE	01-640-54-00-5465		76.50	
			02	RESIDENTIAL	** COMMENT **			
						INVOICE TOTAL:	76.50 *	
	68297	01/24/20	01	GRANDE RESERVE UNIT 23	01-640-54-00-5465		132.00	
						INVOICE TOTAL:	132.00 *	
	68298	01/24/20	01	HOLIDAY INN EXPRESS & SUITES	90-108-00-00-0111		986.25	
						INVOICE TOTAL:	986.25 *	
	68299	01/24/20	01	TIMBER GLENN SUBDIVISION	90-114-00-00-0111		282.25	
						INVOICE TOTAL:	282.25 *	
	68300	01/24/20	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		1,990.75	
						INVOICE TOTAL:	1,990.75 *	
	68301	01/24/20	01	RAINTREE VILLAGE UNITS 4,5 & 6	01-640-54-00-5465		252.75	
			02	BASIN MAINTENANCE	** COMMENT **			
						INVOICE TOTAL:	252.75 *	
	68302	01/24/20	01	WELLS #8 & 9 WATER TREATMENT	51-510-60-00-6081		998.40	
			02	PLANT CATION EXCHANGE MEDIA	** COMMENT **			

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532159	EEI	ENGINEERING ENTERPRISES, INC.						
	68302	01/24/20	03	REPLACEMENT	** COMMENT **			
					INVOICE TOTAL:		998.40 *	
	68303	01/24/20	01	2019 ROAD PROGRAM	23-230-60-00-6025		101.00	
					INVOICE TOTAL:		101.00 *	
	68304	01/24/20	01	GRANDE RESERVE UNIT 23-ENG	01-640-54-00-5465		300.00	
			02	INSPECTONS	** COMMENT **			
					INVOICE TOTAL:		300.00 *	
	68306	01/24/20	01	HEARTLAND MEADOWS-ENG	01-640-54-00-5465		200.00	
			02	INSPECTONS	** COMMENT **			
					INVOICE TOTAL:		200.00 *	
	68307	01/24/20	01	COUNTRY HILL-ENG INSPECTONS	01-640-54-00-5465		100.00	
					INVOICE TOTAL:		100.00 *	
	68308	01/24/20	01	BRIARWOOD-ENG INSPECTIONS	01-640-54-00-5465		100.00	
					INVOICE TOTAL:		100.00 *	
	68309	01/24/20	01	PRESTWICK-ENG INSPECTIONS	01-640-54-00-5465		200.00	
					INVOICE TOTAL:		200.00 *	
	68310	01/24/20	01	CITY OF YORKVILLE	01-640-54-00-5465		1,537.00	
					INVOICE TOTAL:		1,537.00 *	
	68311	01/24/20	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
					INVOICE TOTAL:		1,900.00 *	
	68312	01/24/20	01	2019 MIS GIS	01-640-54-00-5465		281.25	
					INVOICE TOTAL:		281.25 *	
	68313	01/24/20	01	WATER WORKS SYSTEM OPERATIONS	51-510-54-00-5462		98.50	
					INVOICE TOTAL:		98.50 *	
					CHECK TOTAL:		15,504.15	

01-110 ADMINISTRATION  
 01-120 FINANCE  
 01-210 POLICE  
 01-220 COMMUNITY DEVELOPMENT  
 01-410 STREET OPERATIONS  
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11-111 FOX HILL SSA  
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 23-216 MUNICIPAL BUILDING  
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 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  
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532160	EEI	ENGINEERING ENTERPRISES, INC.						
	68314	01/24/20	01	WELL #7 WTP STANDBY GENERATOR	51-510-60-00-6060		1,846.50	
						INVOICE TOTAL:	1,846.50 *	
					CHECK TOTAL:		1,846.50	
532161	EEI	ENGINEERING ENTERPRISES, INC.						
	68315	01/24/20	01	ELIZABETH ST WATER MAIN	51-510-60-00-6025		5,100.00	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	5,100.00 *	
	68316	01/24/20	01	GAS-N-WASH	90-144-00-00-0111		5,252.50	
						INVOICE TOTAL:	5,252.50 *	
	68317	01/24/20	01	FY2021 BUDGET	01-640-54-00-5465		284.50	
						INVOICE TOTAL:	284.50 *	
	68318	01/24/20	01	GRANDE RESERVE UNITS 26 & 27	90-147-00-00-0111		853.50	
						INVOICE TOTAL:	853.50 *	
	68319	01/24/20	01	MENARDS INC-PLAT OF	90-146-00-00-0111		168.00	
			02	RESUBDIVISION	** COMMENT **			
						INVOICE TOTAL:	168.00 *	
	68320	01/24/20	01	132 COMMERCIAL DRIVE	90-140-00-00-0111		737.00	
						INVOICE TOTAL:	737.00 *	
	68321	01/24/20	01	2020 ROAD PROGRAM	23-230-60-00-6025		3,990.80	
						INVOICE TOTAL:	3,990.80 *	
	68322	01/24/20	01	RAGING WAVES PARKING LOT	90-117-00-00-0111		914.25	
			02	EXPANSION PHASE 2	** COMMENT **			
						INVOICE TOTAL:	914.25 *	
	68323	01/24/20	01	SOO GREEN	90-148-00-00-0111		236.25	
						INVOICE TOTAL:	236.25 *	

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532161	EEI	ENGINEERING ENTERPRISES, INC.						
	68324	01/24/20	01	KC-TAP PROGRAM 2019	01-640-54-00-5465		2,349.50	
						INVOICE TOTAL:	2,349.50 *	
	68325	01/24/20	01	LOT 103 KENDALL MARKETPLACE	90-153-00-00-0111		3,251.25	
						INVOICE TOTAL:	3,251.25 *	
	68326	01/24/20	01	FS PROPERTY - BOOMBAH	01-640-54-00-5465		312.00	
						INVOICE TOTAL:	312.00 *	
						CHECK TOTAL:	23,449.55	
532162	ELBURNRA	ELBURN RADIATOR & REPAIR						
	16189	01/16/20	01	CLEAN, BOIL OUT & PRESSURE	79-790-54-00-5495		200.00	
			02	TEST RADIATOR	** COMMENT **			
						INVOICE TOTAL:	200.00 *	
						CHECK TOTAL:	200.00	
D001515	EVANST	TIM EVANS						
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-790-54-00-5440		22.50	
			02	REIMBURSEMENT	** COMMENT **			
			03	JAN 2020 MOBILE EMAIL	79-795-54-00-5440		22.50	
			04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
532163	FIRST	FIRST PLACE RENTAL						
	310666	01/17/20	01	MARKING PAINT, FLAGS	51-510-56-00-5665		381.14	
			02	MARKING PAINT, FLAGS	01-410-56-00-5665		381.13	
			03	MARKING PAINT, FLAGS	52-520-56-00-5665		381.13	
						INVOICE TOTAL:	1,143.40 *	
						CHECK TOTAL:	1,143.40	

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532164	FIRSTNON	FIRST NONPROFIT UNEMPLOYEMENT						
	122719N-012320	01/23/20	01	1ST QTR 2020 UNEMPLOYMENT INS	01-640-52-00-5230		4,269.46	
			02	1ST QTR 2020 UNEMPLOYMENT	01-640-52-00-5230		1,081.93	
			03	INS-PARK & REC	** COMMENT **			
			04	1ST QTR 2020 UNEMPLOYMENT INS	82-820-52-00-5230		332.90	
			05	1ST QTR 2020 UNEMPLOYMENT INS	51-510-52-00-5230		526.82	
			06	1ST QTR 2020 UNEMPLOYMENT INS	52-520-52-00-5230		277.14	
					INVOICE TOTAL:		6,488.25 *	
					CHECK TOTAL:		6,488.25	
532165	FLATSOS	RAQUEL HERRERA						
	13697	12/04/19	01	4 TIRES	51-510-54-00-5490		739.80	
					INVOICE TOTAL:		739.80 *	
	14026	01/08/20	01	2 TIRES	79-790-54-00-5495		406.86	
					INVOICE TOTAL:		406.86 *	
	14178	01/24/20	01	NEW TIRE	01-410-54-00-5490		138.76	
					INVOICE TOTAL:		138.76 *	
	14193	01/27/20	01	1 TIRE	01-410-54-00-5490		25.00	
					INVOICE TOTAL:		25.00 *	
					CHECK TOTAL:		1,310.42	
532166	FLEEPRID	FLEETPRIDE						
	42600401	12/30/19	01	FILTERS, ELEMENTS	52-520-56-00-5628		106.89	
					INVOICE TOTAL:		106.89 *	
					CHECK TOTAL:		106.89	
532167	FORDG	GARY R FORD JR						

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532167	FORDG	GARY R FORD JR					
	011820	01/18/20	01	REFEREE	79-795-54-00-5462		200.00
						INVOICE TOTAL:	200.00 *
	012520	01/25/20	01	REFEREE	79-795-54-00-5462		75.00
						INVOICE TOTAL:	75.00 *
						CHECK TOTAL:	275.00
D001516	FREDRICR	ROB FREDRICKSON					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D001517	GALAUNEJ	JAKE GALAUNER					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D001518	GARCIAL	LUIS GARCIA					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
532168	GOVIT	GOVERNMENT IT CONSORTIUM					
	2019-044	01/23/20	01	BARRACUDA EMAIL SECURITY &	01-640-54-00-5450		2,500.00

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532168	GOVIT	GOVERNMENT IT CONSORTIUM					
	2019-044	01/23/20	02	ARCHIVING 3-YEAR - 2019 LABOR	** COMMENT **		
					INVOICE TOTAL:		2,500.00 *
					CHECK TOTAL:		2,500.00
D001519	HARMANR	RHIANNON HARMON					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532169	HAWKINS	HAWKINS INC					
	4645560	01/13/20	01	CHLORINE	51-510-56-00-5638		723.42
					INVOICE TOTAL:		723.42 *
					CHECK TOTAL:		723.42
D001520	HENNED	DURK HENNE					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001521	HERNANDA	ADAM HERNANDEZ					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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532170	HERNANDN	NOAH HERNANDEZ					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D001522	HORNERR	RYAN HORNER					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001523	HOULEA	ANTHONY HOULE					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532171	HOUSEAL	HOUSEAL LAVIGNE ASSOCIATES					
	4419	01/22/20	01	DEC 2019 PROFESSIONAL	01-220-54-00-5462		648.75
			02	CONSULTING SERVICES	** COMMENT **		
					INVOICE TOTAL:		648.75 *
					CHECK TOTAL:		648.75
532172	ILTREASU	STATE OF ILLINOIS TREASURER					
	89	01/23/20	01	RT47 EXPANSION PYMT #89	15-155-60-00-6079		6,148.89
			02	RT47 EXPANSION PYMT #89	51-510-60-00-6079		3,780.98

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532172	ILTREASU	STATE OF ILLINOIS TREASURER						
	89	01/23/20	03	RT47 EXPANSION PYMT #89	52-520-60-00-6079		1,873.48	
			04	RT47 EXPANSION PYMT #89	88-880-60-00-6079		624.01	
						INVOICE TOTAL:	12,427.36 *	
						CHECK TOTAL:	12,427.36	
532173	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN						
	028829	01/09/20	01	REPLACED DEF TANK FLUID LEVEL	01-410-54-00-5490		2,771.69	
			02	SENDER, REPLACED INTAKE &	** COMMENT **			
			03	OUTPUT NOX MODULES	** COMMENT **			
						INVOICE TOTAL:	2,771.69 *	
						CHECK TOTAL:	2,771.69	
532174	IMPACT	IMPACT NETWORKING, LLC						
	1679900	01/28/20	01	12/29-01/28 COPIER CHARGES	01-110-54-00-5430		114.04	
			02	12/29-01/28 COPIER CHARGES	01-120-54-00-5430		38.01	
			03	12/29-01/28 COPIER CHARGES	01-220-54-00-5430		87.29	
			04	12/29-01/28 COPIER CHARGES	01-210-54-00-5430		76.84	
			05	12/29-01/28 COPIER CHARGES	01-410-54-00-5462		2.15	
			06	12/29-01/28 COPIER CHARGES	51-510-54-00-5430		2.15	
			07	12/29-01/28 COPIER CHARGES	52-520-54-00-5430		2.14	
			08	12/29-01/28 COPIER CHARGES	79-790-54-00-5462		102.52	
			09	12/29-01/28 COPIER CHARGES	79-790-54-00-5462		102.52	
						INVOICE TOTAL:	527.66 *	
						CHECK TOTAL:	527.66	
532175	IPRF	ILLINOIS PUBLIC RISK FUND						
	62201	01/13/20	01	MAR 2020 WORKER COMP INS	01-640-52-00-5231		10,695.71	
			02	MAR 2020 WORKER COMP INS-PR	01-640-52-00-5231		2,096.53	

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532175	IPRF	ILLINOIS PUBLIC RISK FUND						
	62201	01/13/20	03	MAR 2020 WORKER COMP INS	51-510-52-00-5231		1,184.37	
			04	MAR 2020 WORKER COMP INS	52-520-52-00-5231		574.02	
			05	MAR 2020 WORKER COMP INS	82-820-52-00-5231		992.37	
					INVOICE TOTAL:		15,543.00 *	
					CHECK TOTAL:		15,543.00	
532176	ITRON	ITRON						
	543971	01/12/20	01	FEB 2020 HOSTING SERVICES	51-510-54-00-5462		624.39	
					INVOICE TOTAL:		624.39 *	
					CHECK TOTAL:		624.39	
D001524	JACKSONJ	JAMIE JACKSON						
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	52-520-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
D001525	JOHNGEOR	GEORGE JOHNSON						
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	51-510-54-00-5440		22.50	
			02	REIMBURSEMENT	** COMMENT **			
			03	JAN 2020 MOBILE EMAIL	52-520-54-00-5440		22.50	
			04	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
532177	JOHNSCRE	JOHNSON'S SCREEN PRINTING						
	2022920	01/09/20	01	2 STAFF SHIRTS-HENNE	01-410-56-00-5600		22.00	

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532177	JOHNSCRE	JOHNSON'S SCREEN PRINTING						
	2022920	01/09/20	02	2 STAFF SHIRTS-WEBER	01-410-56-00-5600		18.00	
			03	2 STAFF SHIRTS-BEHRENS	01-410-56-00-5600		18.00	
			04	2 STAFF SHIRTS-SENG	01-410-56-00-5600		22.00	
			05	2 STAFF SHIRTS-SCODRO	51-510-56-00-5600		18.00	
			06	2 STAFF SHIRTS-BROWN	51-510-56-00-5600		18.00	
			07	2 STAFF SHIRTS-GARCIA	51-510-56-00-5600		18.00	
			08	2 STAFF SHIRTS-STEFFENS	51-510-56-00-5600		18.00	
			09	2 STAFF SHIRTS-JOHNSON	52-520-56-00-5600		18.00	
			10	2 STAFF SHIRTS-JACKSON	52-520-56-00-5600		18.00	
			11	2 STAFF SHIRTS-EXTRA	52-520-56-00-5600		18.00	
			12	2 STAFF SHIRTS-EXTRA	51-510-56-00-5600		18.00	
			13	2 STAFF SHIRTS-EXTRA	01-410-56-00-5600		18.00	
				INVOICE TOTAL:			242.00 *	
				CHECK TOTAL:			242.00	
532178	JULIE	JULIE, INC.						
	2020-1930	01/08/20	01	2020 SEMI ANNUAL ASSESSMENT	52-520-54-00-5483		1,557.18	
			02	CHARGE	** COMMENT **			
			03	2020 SEMI ANNUAL ASSESSMENT	51-510-54-00-5483		1,557.18	
			04	CHARGE	** COMMENT **			
			05	2020 SEMI ANNUAL ASSESSMENT	01-410-54-00-5483		1,557.18	
			06	CHARGE	** COMMENT **			
				INVOICE TOTAL:			4,671.54 *	
				CHECK TOTAL:			4,671.54	
532179	JUSTSAFE	JUST SAFETY, LTD						
	33886	01/14/20	01	FIRST AID SUPPLIES	52-520-56-00-5620		37.05	
				INVOICE TOTAL:			37.05 *	
				CHECK TOTAL:			37.05	

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532180	KENDCPA	KENDALL COUNTY CHIEFS OF					
	673	01/17/20	01	MONTHLY MEETING FEE FOR 4	01-210-54-00-5412		64.00
			02	STAFF	** COMMENT **		
					INVOICE TOTAL:		64.00 *
					CHECK TOTAL:		64.00
532181	KENDCROS	KENDALL CROSSING, LLC					
	508 CENTER PKWY 6B	01/17/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		17,580.00
					INVOICE TOTAL:		17,580.00 *
	AMU REBATE 12/19	01/17/20	01	NCG AMUSEMENT TAX REBATE FOR	01-640-54-00-5439		4,893.57
			02	DECEMBER 2019	** COMMENT **		
					INVOICE TOTAL:		4,893.57 *
					CHECK TOTAL:		22,473.57
D001526	KLEEFISG	GLENN KLEEFISCH					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532182	KOLOWSKT	TIMOTHY KOLOWSKI					
	012420	01/29/20	01	A.R.I.D.E. TRAINING MEAL PER	01-210-54-00-5415		28.00
			02	DIEM-KOLOWSKI	** COMMENT **		
					INVOICE TOTAL:		28.00 *
					CHECK TOTAL:		28.00
532183	LAWSON	LAWSON PRODUCTS					

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532183	LAWSON LAWSON PRODUCTS						
	9307312175	01/16/20	01	CABLE TIES, HEX NUTS,	01-410-56-00-5620		101.62
			02	WASHERS, SCREWS	** COMMENT **		
			03	CABLE TIES, HEX NUTS,	51-510-56-00-5620		101.62
			04	WASHERS, SCREWS	** COMMENT **		
			05	CABLE TIES, HEX NUTS,	52-520-56-00-5620		101.62
			06	WASHERS, SCREWS	** COMMENT **		
				INVOICE TOTAL:			304.86 *
				CHECK TOTAL:			304.86
532184	LINCOLNF LINCOLN FINANCIAL GROUP						
	4021886107	01/18/20	01	FEB 2020 LIFE INS	01-110-52-00-5222		116.98
			02	FEB 2020 LIFE INS-EO	01-110-52-00-5222		6.83
			03	FEB 2020 LIFE INS	01-120-52-00-5222		20.49
			04	FEB 2020 LIFE INS	01-210-52-00-5222		393.33
			05	FEB 2020 LIFE INS	01-220-52-00-5222		34.97
			06	FEB 2020 LIFE INS	01-410-52-00-5222		152.24
			07	FEB 2020 LIFE INS	79-790-52-00-5212		48.37
			08	FEB 2020 LIFE INS	79-795-52-00-5222		38.59
			09	FEB 2020 LIFE INS	51-510-52-00-5222		50.13
			10	FEB 2020 LIFE INS	52-520-52-00-5222		93.37
			11	FEB 2020 LIFE INS	82-820-52-00-5222		28.94
				INVOICE TOTAL:			984.24 *
				CHECK TOTAL:			984.24
532185	LINDCO LINDCO EQUIPMENT SALES INC						
	191300P	01/20/20	01	GEAR PUMP, COUPLING, HYDRAULIC	01-410-56-00-5628		1,013.16
			02	MOTOR	** COMMENT **		
				INVOICE TOTAL:			1,013.16 *
				CHECK TOTAL:			1,013.16

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532186	LYONSM	MICHAEL LYONS					
	012520	01/25/20	01	REFEREE	79-795-54-00-5462		118.00
						INVOICE TOTAL:	118.00 *
					CHECK TOTAL:		118.00
532187	MENLAND	MENARDS - YORKVILLE					
	71515	01/03/20	01	MATERIALS FOR 2-WAY RADIO	23-216-56-00-5656		63.23
			02	SHELVING	** COMMENT **		
						INVOICE TOTAL:	63.23 *
	71516	01/03/20	01	SHELF TRACK	23-216-56-00-5656		5.74
						INVOICE TOTAL:	5.74 *
	71557	01/03/20	01	STEEL MOWER WHEEL	52-520-56-00-5620		8.99
						INVOICE TOTAL:	8.99 *
	71558	01/03/20	01	NIPPLES, COUPLING, HOSE BARB,	52-520-56-00-5640		53.77
			02	BALL VALVES	** COMMENT **		
						INVOICE TOTAL:	53.77 *
	71888-20	01/07/20	01	BATTERY	79-790-56-00-5640		94.41
						INVOICE TOTAL:	94.41 *
	71981	01/08/20	01	BIKE HOOKS	52-520-56-00-5620		4.17
						INVOICE TOTAL:	4.17 *
	71984	01/08/20	01	UTILITY BLADES, TAPE	51-510-56-00-5665		6.28
						INVOICE TOTAL:	6.28 *
	71990	01/08/20	01	MOVER'S DOLLY, STUDS, CASING	23-216-56-00-5656		89.80
						INVOICE TOTAL:	89.80 *
	71993	01/08/20	01	CONCRETE MIX	79-790-56-00-5640		133.28
						INVOICE TOTAL:	133.28 *
					CHECK TOTAL:		459.67

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532188	MENLAND	MENARDS - YORKVILLE						
	71994	01/08/20	01	BOARDS, STEEL PANELS, SCREWS,	79-790-56-00-5640		2,652.55	
			02	COUPLING, RODS, JOIST HANGER	** COMMENT **			
					INVOICE TOTAL:		2,652.55 *	
					CHECK TOTAL:		2,652.55	
532189	MENLAND	MENARDS - YORKVILLE						
	72000	01/08/20	01	MOUSE BAIT FOR TRAFFIC SIGNAL	01-410-54-00-5435		24.99	
			02	CABINETS	** COMMENT **			
					INVOICE TOTAL:		24.99 *	
	72014	01/08/20	01	SCREWS, BOARDS, OUTLET, PVC	23-216-56-00-5656		54.64	
			02	BOX, OUTLET PLATE	** COMMENT **			
					INVOICE TOTAL:		54.64 *	
	72072-20	01/09/20	01	WINDEX	01-410-56-00-5628		5.94	
					INVOICE TOTAL:		5.94 *	
	72076-20	01/09/20	01	PAINT MARKER, BATTERIES	52-520-56-00-5620		25.90	
					INVOICE TOTAL:		25.90 *	
	72080-20	01/09/20	01	DRILL & DRIVE BIT SET, BOLTS,	79-790-56-00-5620		341.39	
			02	WASHERS, NUTS, SCOUR PADS,	** COMMENT **			
			03	TOWELS, SOAP, PAINT, BUTT	** COMMENT **			
			04	SPLICE, RED DISC SET	** COMMENT **			
					INVOICE TOTAL:		341.39 *	
	72120	01/09/20	01	CONCRETE MIX	79-790-56-00-5640		57.60	
					INVOICE TOTAL:		57.60 *	
	72126	01/09/20	01	PVC ELBOW, BALL VALVE, PVC	01-410-56-00-5640		5.20	
			02	PIPE, ADAPTER	** COMMENT **			
					INVOICE TOTAL:		5.20 *	
					CHECK TOTAL:		515.66	

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532190	MENLAND	MENARDS - YORKVILLE					
	72202	01/10/20	01	MITER SAW STAND	79-790-56-00-5630		99.00
						INVOICE TOTAL:	99.00 *
						CHECK TOTAL:	99.00
532191	MENLAND	MENARDS - YORKVILLE					
	72237	01/10/20	01	BROOM, TOILET CLEANER	52-520-56-00-5620		21.10
						INVOICE TOTAL:	21.10 *
	72455	01/13/20	01	CREDIT FOR RETURNED LUMBER	79-790-56-00-5640		-185.03
						INVOICE TOTAL:	-185.03 *
	72456	01/13/20	01	LUMBER, DRILL BITS	79-790-56-00-5640		94.66
						INVOICE TOTAL:	94.66 *
	72476	01/13/20	01	BALL VALVES, TEFLON TAPE	52-520-56-00-5640		12.72
						INVOICE TOTAL:	12.72 *
	72536	01/14/20	01	TOILET CLEANER, HEX CAPS	51-510-56-00-5620		20.24
						INVOICE TOTAL:	20.24 *
	72541	01/14/20	01	RED STAKE FLAGS	51-510-56-00-5665		11.98
						INVOICE TOTAL:	11.98 *
	72569	01/14/20	01	BOLTS, WASHERS, NUTS	79-790-56-00-5640		72.70
						INVOICE TOTAL:	72.70 *
	72672	01/15/20	01	SHELVING	52-520-56-00-5613		54.99
						INVOICE TOTAL:	54.99 *
	72741	01/16/20	01	NUTS, WASHERS, BOLTS, PAPER	79-790-56-00-5640		68.20
			02	TOWEL	** COMMENT **		
						INVOICE TOTAL:	68.20 *

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532191	MENLAND	MENARDS - YORKVILLE						
	72744	01/16/20	01	ELECTRICAL BOX, COVER, BLANK	79-790-56-00-5640		24.85	
			02	PLATE, WALL PLATE SCREW DRIVER	** COMMENT **			
					INVOICE TOTAL:		24.85 *	
	72749	01/16/20	01	BLOW GUN, INFLATION KIT,	52-520-56-00-5613		18.07	
			02	FLARE CAPS, COMPRESSION CAPS	** COMMENT **			
					INVOICE TOTAL:		18.07 *	
	72857	01/17/20	01	ANGLE CLIPS, SCREWS	79-790-56-00-5640		150.74	
					INVOICE TOTAL:		150.74 *	
	73270	01/21/20	01	BATTERIES	51-510-56-00-5665		7.98	
					INVOICE TOTAL:		7.98 *	
	73310	01/21/20	01	SURGE PROTECTORS	23-216-56-00-5656		15.89	
					INVOICE TOTAL:		15.89 *	
	73366	01/22/20	01	ADAPTER	01-410-56-00-5620		0.72	
					INVOICE TOTAL:		0.72 *	
	73388	01/22/20	01	HEX BOLTS, NUTS	01-410-56-00-5628		7.35	
					INVOICE TOTAL:		7.35 *	
	73399	01/22/20	01	10 GALLON AIR TANK	51-510-56-00-5630		99.99	
					INVOICE TOTAL:		99.99 *	
	73486	01/23/20	01	SNOW SHOVELS, GARDEN HOSE	01-410-56-00-5630		91.44	
					INVOICE TOTAL:		91.44 *	
	73567	01/24/20	01	OIL DRI	51-510-56-00-5628		19.96	
					INVOICE TOTAL:		19.96 *	
	73577	01/24/20	01	SURGE PROTECTOR, SCREWS,	52-520-56-00-5620		18.75	
			02	SCREWDRIVER	** COMMENT **			
					INVOICE TOTAL:		18.75 *	

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532191	MENLAND	MENARDS - YORKVILLE					
	73596	01/24/20	01	ITEMS FOR CHAMBER DINNER	01-110-54-00-5412		14.17
			02	CENTERPIECE	** COMMENT **		
					INVOICE TOTAL:		14.17 *
					CHECK TOTAL:		641.47
532192	MIDAMTEC	MID AMERICAN TECHNOLOGY, INC					
	13936	01/16/20	01	RECHARGEABLE BATTERY	51-510-56-00-5665		420.00
					INVOICE TOTAL:		420.00 *
					CHECK TOTAL:		420.00
532193	MIDWSALT	MIDWEST SALT					
	P449082	12/10/19	01	BULK ROCK SALT	51-510-56-00-5638		2,464.49
					INVOICE TOTAL:		2,464.49 *
	P449741	01/15/20	01	BULK ROCK SALT	51-510-56-00-5638		2,707.25
					INVOICE TOTAL:		2,707.25 *
					CHECK TOTAL:		5,171.74
532194	MONTRK	MONROE TRUCK EQUIPMENT					
	328653	01/28/20	01	BOSS STRAIGHT BLADE	01-410-56-00-5640		205.12
					INVOICE TOTAL:		205.12 *
					CHECK TOTAL:		205.12
532195	MOSERR	ROBERT MOSER					
	011820	01/18/20	01	REFEREE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532195	MOSERR	ROBERT MOSER					
	012520	01/25/20	01	REFEREE	79-795-54-00-5462		25.00
						INVOICE TOTAL:	25.00 *
					CHECK TOTAL:		125.00
532196	MUNNSM	MARTY MUNNS					
	011820	01/18/20	01	REFEREE	79-795-54-00-5462		118.00
						INVOICE TOTAL:	118.00 *
					CHECK TOTAL:		118.00
D001527	NELCONT	TYLER NELSON					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532197	NEOPOST	NEOFUNDS BY NEOPOST					
	013020	01/30/20	01	REFILL POSTAGE METER	01-000-14-00-1410		400.00
						INVOICE TOTAL:	400.00 *
					CHECK TOTAL:		400.00
532198	NICOR	NICOR GAS					
	16-00-27-3553 4-1219	01/13/20	01	12/11-01/10 1301 CAROLYN CT	01-110-54-00-5480		38.88
						INVOICE TOTAL:	38.88 *
	45-12-25-4081 3-1219	01/13/20	01	12/08-01/09 201 W HYDRAULIC	01-110-54-00-5480		241.32
						INVOICE TOTAL:	241.32 *
					CHECK TOTAL:		280.20

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

INVOICES DUE ON/BEFORE 02/11/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532199	O'REILLY	O'REILLY AUTO PARTS					
	5613-186534	01/27/20	01	LUBRICANT	01-410-56-00-5640		34.96
						INVOICE TOTAL:	34.96 *
	5613-186537	01/27/20	01	GREASE	01-410-56-00-5640		71.88
						INVOICE TOTAL:	71.88 *
						CHECK TOTAL:	106.84
532200	PENAR	KAREN PENA					
	011920	01/21/20	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
532201	PFIZENMB	BEHR PFIZENMAIER					
	012420-TUITION	01/24/20	01	TUITION REIMBURSEMENT FOR	01-210-54-00-5410		1,206.00
			02	ADVANCED COMPOSITION-BEHR	** COMMENT **		
						INVOICE TOTAL:	1,206.00 *
						CHECK TOTAL:	1,206.00
532202	PIPERSON	STEVE PIPER & SONS, INC.					
	14505	01/20/20	01	MUNICIPAL TREE WORK	01-410-54-00-5458		479.00
						INVOICE TOTAL:	479.00 *
						CHECK TOTAL:	479.00
532203	PURCELLJ	JOHN PURCELL					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						CHECK TOTAL:	45.00

01-110 ADMINISTRATION  
 01-120 FINANCE  
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532204	R0001973	NATIONAL HOME RENTALS					
	012720	01/27/20	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		107.08
			02	BILL FOR UB ACCT#0300905840-02	** COMMENT **		
					INVOICE TOTAL:		107.08 *
					CHECK TOTAL:		107.08
532205	R0001975	RYAN HOMES					
	3287 BOOMBAH	01/23/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		2,500.00
					INVOICE TOTAL:		2,500.00 *
					CHECK TOTAL:		2,500.00
532206	R0002221	GRACE COFFEE & WINE INC					
	012320-LIQ	01/23/20	01	REFUND OF DIFFERENCE IN	01-000-42-00-4200		135.63
			02	LICENSE FEES FOR CHANGING TYPE	** COMMENT **		
			03	OF LICENSE	** COMMENT **		
					INVOICE TOTAL:		135.63 *
					CHECK TOTAL:		135.63
532207	R0002317	KENDALL HOSPITALITY, LLC					
	577 E KENDALL	01/23/20	01	REFUND SECURITY GUARANTEE	01-000-24-00-2415		53,880.00
					INVOICE TOTAL:		53,880.00 *
					CHECK TOTAL:		53,880.00
532208	R0002318	MCI WORLD COM ATS					
	012220	01/22/20	01	REFUND ESCROW PAYMENT MADE IN	90-132-00-00-0111		3,024.00
			02	ERROR	** COMMENT **		
					INVOICE TOTAL:		3,024.00 *
					CHECK TOTAL:		3,024.00

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532209	R0002319	PAMELA GREEN					
	012220	01/22/20	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		197.78
			02	BILL FOR ACCT#0103493150-02	** COMMENT **		
					INVOICE TOTAL:		197.78 *
					CHECK TOTAL:		197.78
532210	R0002320	KATHERINE HALLMAN					
	176591	01/28/20	01	CLASS CANCELLATION REFUND	79-000-44-00-4403		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
532211	R0002321	DANIEL POLOWY					
	012120	01/21/20	01	REFUND BASKETBALL FEES	79-000-44-00-4404		33.75
					INVOICE TOTAL:		33.75 *
					CHECK TOTAL:		33.75
532212	R0002322	ADRIAN PACHECO					
	012120	01/21/20	01	REFUND BASKETBALL FEES	79-000-44-00-4404		270.00
					INVOICE TOTAL:		270.00 *
					CHECK TOTAL:		270.00
532213	R0002323	CHRIS CALDWELL					
	012120	01/21/20	01	REFUND BASKETBALL FEES	79-000-44-00-4404		33.75
					INVOICE TOTAL:		33.75 *
					CHECK TOTAL:		33.75
532214	R0002324	NICK STANFA					

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532214	R0002324	NICK STANFA					
	176402	01/21/20	01	CLASS CANCELLATION REFUND	79-000-44-00-4403		65.00
						INVOICE TOTAL:	65.00 *
						CHECK TOTAL:	65.00
D001528	RATOSP	PETE RATOS					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D001529	REDMONST	STEVE REDMON					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
532215	RIEHIEMG	GRANT RIEHLE-MOELLER					
	011820	01/18/20	01	REFEREE	79-795-54-00-5462		200.00
						INVOICE TOTAL:	200.00 *
	012520	01/25/20	01	REFEREE	79-795-54-00-5462		168.00
						INVOICE TOTAL:	168.00 *
						CHECK TOTAL:	368.00
532216	RIETZR	ROBERT L. RIETZ JR.					
	011820	01/18/20	01	REFEREE	79-795-54-00-5462		235.00
						INVOICE TOTAL:	235.00 *

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532216	RIETZR	ROBERT L. RIETZ JR.					
	012620	01/26/20	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		335.00
D001530	ROSBOROS	SHAY REMUS					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532217	RUSSPOWE	RUSSO HARDWARE INC.					
	6229150	07/15/19	01	V-BELTS, IDLER ARM, BUSHING,	01-410-56-00-5628		260.43
			02	HYDRO SPRING KIT, SCREWS, LOCK	** COMMENT **		
			03	NUTS, PULLEY	** COMMENT **		
						INVOICE TOTAL:	260.43 *
					CHECK TOTAL:		260.43
532218	SAFKLEEN	SAFETY-KLEEN					
	82114634	01/13/20	01	OIL CHANGE	52-520-54-00-5462		253.99
						INVOICE TOTAL:	253.99 *
					CHECK TOTAL:		253.99
D001531	SCODROP	PETER SCODRO					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110 ADMINISTRATION  
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532219	SEBIS	SEBIS DIRECT					
	29173	01/15/20	01	CITY SURVEY MAILING	01-110-54-00-5430		453.87
						INVOICE TOTAL:	453.87 *
						CHECK TOTAL:	453.87
D001532	SENGM	SENG, MATT					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D001533	SLEEZERJ	JOHN SLEEZER					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D001534	SLEEZERS	SCOTT SLEEZER					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D001535	SMITHD	DOUG SMITH					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00

01-110 ADMINISTRATION  
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D001536	SOELKET TOM SOELKE 020120	02/01/20	01 02	JAN 2020 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
							DIRECT DEPOSIT TOTAL: 45.00
D001537	STEFFANG GEORGE A STEFFENS 020120	02/01/20	01 02	JAN 2020 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
							DIRECT DEPOSIT TOTAL: 45.00
532220	STEWART STEWART SPREADING, INC 12636	12/17/19	01 02 03	PUMPING SERVICES PROVIDED HOA-BOOMBAH YORKVILLE BUSINESS CENTER	01-000-24-00-2440 ** COMMENT ** ** COMMENT **		5,550.00 INVOICE TOTAL: 5,550.00 *
							CHECK TOTAL: 5,550.00
532221	TRAFFIC TRAFFIC CONTROL CORPORATION 118213	01/13/20	01	BACKPLATE	01-410-54-00-5435		348.59 INVOICE TOTAL: 348.59 *
							118309 01/17/20 01 LED 12IN PED 01-410-54-00-5435 169.22 INVOICE TOTAL: 169.22 *
							118311 01/17/20 01 YELLOW PED 01-410-54-00-5435 180.00 INVOICE TOTAL: 180.00 *
							CHECK TOTAL: 697.81

01-110 ADMINISTRATION  
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532222	TRUAXG 011820	GARY TRUAX 01/18/20	01	REFEREE	79-795-54-00-5462		75.00
						INVOICE TOTAL:	75.00 *
	012520	01/25/20	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		175.00
532223	UNIVOFIL UPIN9891	UNIVERSITY OF ILLINOIS 01/09/20	01	PATROL RIFLE COURSE-SHEPHERD	01-210-54-00-5412		464.00
						INVOICE TOTAL:	464.00 *
					CHECK TOTAL:		464.00
532224	UPS5361 012320	DDEDC #3, INC 01/23/20	01	1 PKG TO KFO	01-110-54-00-5452		36.02
						INVOICE TOTAL:	36.02 *
					CHECK TOTAL:		36.02
532225	WALDENS 20912	WALDEN'S LOCK SERVICE 01/10/20	01	CITY HALL LOWER LEVEL DOOR	23-216-54-00-5446		65.00
			02	LOCK ADJUSTMENT	** COMMENT **		
						INVOICE TOTAL:	65.00 *
					CHECK TOTAL:		65.00
532226	WATERSYS 34104	WATER SOLUTIONS UNLIMITED, INC 01/10/20	01	CHEMICALS	51-510-56-00-5638		3,044.83
						INVOICE TOTAL:	3,044.83 *
					CHECK TOTAL:		3,044.83

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D001538	WEBERR	ROBERT WEBER					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532227	WEEKSB	WILLIAM WEEKS					
	011820	01/18/20	01	REFEREE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
	012520	01/25/20	01	REFEREE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		150.00
532228	WEX	WEX BANK					
	63572199	01/31/20	01	JAN 2020 GASOLINE	01-210-56-00-5695		6,123.98
			02	JAN 2020 GASOLINE	51-510-56-00-5695		880.96
			03	JAN 2020 GASOLINE	52-520-56-00-5695		886.97
			04	JAN 2020 GASOLINE	01-410-56-00-5695		880.96
			05	JAN 2020 GASOLINE	01-220-56-00-5695		272.15
					INVOICE TOTAL:		9,045.02 *
					CHECK TOTAL:		9,045.02
D001539	WILLRETE	ERIN WILLRETT					
	020120	02/01/20	01	JAN 2020 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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

INVOICES DUE ON/BEFORE 02/11/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532229	WINKLERK	KIRK WINKLER					
	011820	01/18/20	01	REFEREE	79-795-54-00-5462		93.00
						INVOICE TOTAL:	93.00 *
	012520	01/25/20	01	REFEREE	79-795-54-00-5462		200.00
						INVOICE TOTAL:	200.00 *
					CHECK TOTAL:		293.00
532230	WOLLNIKD	DAVID WOLLNIK					
	012520	01/25/20	01	REFEREE	79-795-54-00-5462		125.00
						INVOICE TOTAL:	125.00 *
					CHECK TOTAL:		125.00
532231	WTRPRD	WATER PRODUCTS, INC.					
	0293675	01/22/20	01	BAND REPAIR CLAMP	51-510-56-00-5640		139.83
						INVOICE TOTAL:	139.83 *
					CHECK TOTAL:		139.83
532232	ZENON	ZENON COMPANY					
	6988	01/15/20	01	SWING SEAT & HARDWARE	79-790-56-00-5640		1,406.00
						INVOICE TOTAL:	1,406.00 *
					CHECK TOTAL:		1,406.00
					TOTAL CHECKS PAID:		290,328.52
					TOTAL DIRECT DEPOSITS PAID:		10,963.50
					TOTAL AMOUNT PAID:		301,292.02

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



## UNITED CITY OF YORKVILLE PAYROLL SUMMARY January 24, 2020

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
MAYOR & LIQ. COM.	\$ 808.34	\$ -	\$ 808.34	\$ -	\$ 61.84	\$ 870.18
ALDERMAN	3,100.00	-	3,100.00	-	237.15	3,337.15
ADMINISTRATION	19,916.34	-	19,916.34	2,224.65	1,474.11	23,615.10
FINANCE	11,103.46	-	11,103.46	1,240.25	822.09	13,165.80
POLICE	122,582.72	2,353.66	124,936.38	723.73	9,156.18	134,816.29
COMMUNITY DEV.	19,869.68	-	19,869.68	2,219.45	1,459.71	23,548.84
STREETS	17,426.03	5,476.30	22,902.33	2,380.05	1,671.34	26,953.72
WATER	14,536.20	90.69	14,626.89	1,633.81	1,071.45	17,332.15
SEWER	8,844.70	-	8,844.70	987.94	638.46	10,471.10
PARKS	21,568.85	-	21,568.85	2,366.35	1,583.68	25,518.88
RECREATION	18,450.16	-	18,450.16	1,511.74	1,372.45	21,334.35
LIBRARY	16,953.09	-	16,953.09	1,176.64	1,265.72	19,395.45
<b>TOTALS</b>	<b>\$ 275,159.57</b>	<b>\$ 7,920.65</b>	<b>\$ 283,080.22</b>	<b>\$ 16,464.61</b>	<b>\$ 20,814.18</b>	<b>\$ 320,359.01</b>

**TOTAL PAYROLL**

**\$ 320,359.01**



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, February 11, 2020

#### ACCOUNTS PAYABLE

	<u>DATE</u>		
Clerk's Check #131164- Kendall County Recorder <i>(Page 1)</i>	01/24/2020	\$	201.00
Clerk's Check #131165- Kendall County Recorder <i>(Page 2)</i>	01/29/2020		105.00
City Check Register <i>(Pages 3 - 40)</i>	02/11/2020		301,292.02
<b>SUB-TOTAL:</b>			<b>\$301,598.02</b>

#### WIRE PAYMENTS

US Bank - IRBB 2003B Bond - Interest PMT	01/27/2020	\$	14,883.75
US Bank - IRBB 2003B Bond - Principal PMT	01/27/2020		135,000.00
<b>TOTAL PAYMENTS:</b>			<b>\$149,883.75</b>

#### PAYROLL

Bi - Weekly <i>(Page 41)</i>	01/24/2020	\$	320,359.01
<b>SUB-TOTAL:</b>			<b>\$ 320,359.01</b>

<b>TOTAL DISBURSEMENTS:</b>		<b>\$</b>	<b>771,840.78</b>
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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

Mayor's Report #1

Tracking Number

CC 2020-06

**Agenda Item Summary Memo**

**Title:** National Suicide Prevention + Action Month Proclamation and Outreach

**Meeting and Date:** City Council – February 11, 2020

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

**Council Action Previously Taken:**

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** \_\_\_\_\_  
\_\_\_\_\_

**Submitted by:** Mayor John Purcell  
Name Department

**Agenda Item Notes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# UNITED CITY OF YORKVILLE

## HOPE FOR THE DAY's 2020 National Suicide Prevention + Action Month Proclamation

**WHEREAS;** September is known globally as "Suicide Prevention Month", the **National Suicide Prevention + Action Month Proclamation** was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to speak openly about the importance of mental health and the impacts of suicide to help remove the surrounding stigmas, and to direct those in need to the appropriate support services; and

**WHEREAS;** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and according to the American Foundation for Suicide Prevention (AFSP), Suicide is the 10<sup>th</sup> leading cause of death among adults, and the 2<sup>nd</sup> leading cause of death among individuals between the ages of 10 and 34 in the US; and

**WHEREAS;** more than 47,000 people died by suicide across the United States in 2017, which, according to the CDC, was more than twice the number of homicides, with an average of 129 suicides completed daily, which includes active military and veterans accounting for 13.5% of all suicides nationally; and

**WHEREAS;** each and every suicide directly impacts a minimum of 100 individuals, including family, friends, co-workers, neighbors, and community members; and

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

**WHEREAS;** global organizations like Hope For The Day (HFTD) and our local partner, NAMI-KDK (Kane-South, DeKalb & Kendall Counties), are on the front lines of a war that many still refuse to discuss, as suicide and mental health remain too uncomfortable to talk about; and

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

**WHEREAS,** I encourage all residents to take the time to check in with their family, friends, and neighbors on a regular basis and to honestly communicate their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

**NOW, THEREFORE,** be it resolved that I, John Purcell, do hereby proclaim the month of September 2020, as National Suicide Prevention + Action Month in the United City of Yorkville.

Dated this 11<sup>th</sup> day of February, 2020, A.D.

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John Purcell, 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

Mayor's Report #2

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Tracking Number

CC 2020-07

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### Agenda Item Summary Memo

**Title:** Proclamation for John Schneider's 100<sup>th</sup> Birthday

**Meeting and Date:** City Council – February 11, 2020

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** \_\_\_\_\_  
\_\_\_\_\_

**Submitted by:** Mayor John Purcell

Name

Department

#### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

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

## UNITED CITY OF YORKVILLE

### *Proclamation*

**WHEREAS**, John Schneider was born on February 10, 1920; and

**WHEREAS**, John Schneider has served the United City of Yorkville and the residents of Kendall County with his time, energy, talents as a building and plumbing inspector; and

**WHEREAS**, John Schneider is a dedicated member of the community serving the local American Legion, Lion's Club and Masonic Lodge; and

**WHEREAS**, John Schneider has spent his entire career helping others. He is a dedicated member of the community and has provided sound experience and judgment while owning and operating Schneider's Hardware and Appliance Store; and

**WHEREAS**, the Yorkville City Council, and residents are most grateful for the contributions he has made throughout his years living in the City and Serving our Country.

**NOW, THEREFORE**, I, John P. Purcell, Mayor of the United City of Yorkville, do hereby honor John Schneider, for his 100<sup>th</sup> Birthday, and I would like to extend my personal best wishes to him and for continued success in life's pursuits.

Dated this 11<sup>th</sup> day of February 2020 A.D.

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John P. Purcell, 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 type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2020-08

### Agenda Item Summary Memo

**Title:** Ordinance Amending the City Code, Title 6, Chapter 4 (Towing of Vehicles)

**Meeting and Date:** City Council – February 11, 2020

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval  
\_\_\_\_\_

**Submitted by:** James Jensen Police  
Name Department

#### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LAW OFFICE  
**KATHLEEN FIELD ORR & ASSOCIATES**  
53 West Jackson Blvd.  
Suite 964  
Chicago, Illinois 60604  
(312)382-2113  
(312)382-2127 facsimile

KATHLEEN FIELD ORR  
[kfo@kfoassoc.com](mailto:kfo@kfoassoc.com)

**M E M O R A N D U M**

**To:** Mayor and City Council of the United City of Yorkville  
*cc: Bart Olson, City Administrator and Chief James Jensen*

**From:** Kathleen Field Orr, City Attorney

**Date:** February 5, 2020

**Subject:** Ordinance Review

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In 2008, the United City of Yorkville established a system of administrative adjudication to hear all local ordinance violations as authorized by the Illinois Municipal Code. In 2009, the City adopted “administrative tow ordinances” which authorized the City to tow motor vehicles as permitted by the Illinois Motor Vehicle Code but only if the owner of the towed vehicle was given an opportunity to contest the tow. Given that the City had an administrative adjudication system in operation, the City was able to proceed with the towing of motor vehicles but only as permitted by the laws of the State.

Since 2009, the Illinois Motor Vehicle Code has been amended to specify specific code violations which permit towing. In accordance therewith, Chief Jensen and I have reviewed the City Code and the Illinois Motor Vehicle Code in order to have City’s ordinances on administrative tow align with the State law. The ordinance attached hereto updates Chapter 4 of Title 6 of the City Code to incorporate all of the violations of the State Motor Vehicle Code authorizing the towing of motor vehicles.

**AN ORDINANCE AMENDING THE CITY CODE  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

**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**, it is imperative that those persons operating vehicles do so in a safe manner with the express permission of its owners; and,

**WHEREAS**, it is imperative that vehicles are not left unattended on public ways or are used in connection with any prohibited conduct; and,

**WHEREAS**, the City has previously determined that if vehicles are abandoned or disabled, or used in connection with certain prohibited conduct, it is in the best interests of the general public that such vehicles be removed or placed under the control of the City's Police Department; and,

**WHEREAS**, it has now been determined that certain other prohibited conduct should be the basis for removing vehicles from the public way or placing vehicles under the control of the City's Police Department, pursuant to state law (625 ILCS 5/11-208.7), as hereinafter set forth.

**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 recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

*Section 2.* Section 6-4-6 of Chapter 4 of Title 6 of the City Code is amended as follows by deleting said Section 6-4-6 in its entirety and replacing it with the following:

**6-4-6: PROHIBITED ACTS RESULTING IN SEIZURE AND IMPOUNDMENT:**

A. Conduct Prohibited: A motor vehicle operated with the permission, express or implied, of the owner of record, that is used in connection with any of the following violations shall be subject to seizure and impoundment by the City. The owner of record of said vehicle shall be liable to the City for an administrative penalty of five hundred dollars (\$500.00) in addition to any towing and storage fees, and other fees deemed applicable. As used in this section, the owner of record of a motor vehicle means the record title holder:

1. Any vehicle which is operated by a person driving while his/her driver's license, permit or privilege to operate a motor vehicle is suspended or revoked in violation of 625 Illinois Compiled Statutes 5/6-303. For the purposes of this section, the terms "revoked" or "suspended", when used in the context of driving privileges or driver licenses, shall have the same meaning as contained in the Illinois Vehicle Code, 625 Illinois Compiled Statutes 5/6-100 et seq. This section shall not apply if a license is suspended solely for an unpaid parking or moving citation or due to failure to comply with emission testing.

2. Any vehicle which is operated by a person driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds of any combination thereof, in violation of 625 Illinois Compiled Statutes 5/11-501(a).
3. Any vehicle that is used by a person who does not hold a valid Illinois driver's license or permit or a restricted driver's permit issued under sections 6-205, 6-206 or 6-113 of the Illinois Motor Vehicle Code, 625 Illinois Compiled Statutes 5/6-205, 5/6-206 or 5/6-113, or who holds an expired driver's license for more than one year in violation of section 6-101 of the Illinois Motor Vehicle Code.
4. Any vehicle which is operated by a person driving against whom a warrant has been issued by a Circuit Court in Illinois for failing to appear and failing to answer charges that the driver violated subsection A1, A2 or A3 of this section.
5. Any vehicle that contains any controlled substance or unlawful amount of cannabis, as defined in the Illinois Controlled Substances Act, 720 Illinois Compiled Statutes 570/100 et seq., and the Illinois Cannabis Control Act, 720 Illinois Compiled Statutes 550/1 et seq., or that is used in the unlawful purchase of, attempted purchase of, sale of, or attempted sale of such controlled substances or cannabis.
6. Any vehicle used in connection with the unlawful use of weapons in violation of 720 Illinois Compiled Statutes 5/24-1 et seq., ("deadly weapons") of the Illinois Criminal Code, or that contains a firearm or ammunition for which a firearms owner's identification card is required under the Illinois Owner's Identification Card Act, 430 Illinois Compiled Statutes 65/0.01 et seq.
7. Any vehicle that is used in the commission of prostitution as defined in the Illinois Criminal Code, 720 Illinois Compiled Statutes 5/11 et seq., solicitation of a prostitute or a sexual act as defined in said code, or pimping or juvenile pimping as defined in said code.
8. Any vehicle which is used by a person during the aiding or abetting or commission of a misdemeanor, felony or forcible felony as those terms are defined in the Illinois Criminal Code, 720 Illinois Compiled Statutes 5/2-7, 5/2-8 and 5/2-11.
9. Any vehicle that is operated by a person who is recklessly driving with a willful or wanton disregard for the safety of persons or property, or knowingly uses an incline in the roadway (such as a railroad crossing, bridge approach, or hill) to cause said vehicle to become airborne, pursuant to 625 Illinois Compiled Statutes 5/11-503.
10. Any vehicle that is used in connection with street racing, as defined in 625 Illinois Compiled Statutes 5/11-506.
11. Any vehicle that is operated at a speed of at least 35 miles per hour above the maximum speed limit for that road, pursuant to 625 Illinois Compiled Statutes 5/11-601.5.

12. Any vehicle that is used in connection with the offenses of theft or retail theft, attempted or otherwise, as defined in 720 Illinois Compiled Statutes 5/16 *et seq.*

13. Any vehicle that is used in the commission of, or in the attempt to commit, an offense listed in 720 Illinois Compiled Statutes 5/36-1.

B. Driving While Intoxicated; Standard Of Evidence: A sworn report of a police officer, prepared in conformity with section 11-501.1 of the Illinois Vehicle Code, 625 Illinois Compiled Statutes 5/11-501.1, establishing that person has refused testing or has submitted to a test that discloses a blood alcohol concentration of 0.08 or more, or any amount of a drug, substance, or intoxicating compound in the person's breath, blood or urine resulting from the unlawful use or consumption of cannabis listed in the Cannabis Control Act, controlled substance listed in the Controlled Substances Act, or an intoxicating compound listed in the use of Intoxicating Compounds Act, shall constitute prima facie evidence under this chapter sufficient to establish a finding of the vehicle owner's liability under this chapter. The presumption may be rebutted by clear and convincing evidence.

*Section 3.* This Ordinance shall be in full force and effect immediately from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

KEN KOCH	_____	DAN TRANSIER	_____
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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

*Attest:*

\_\_\_\_\_  
City Clerk



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

Economic Development Committee #1

Tracking Number

EDC 2019-84

**Agenda Item Summary Memo**

**Title:** City of Plano Boundary Agreement

**Meeting and Date:** City Council – February 11, 2020

**Synopsis:** Update and extension of existing boundary agreement with City of Plano.

**Council Action Previously Taken:**

Date of Action: CC 11-26-19 Action Taken: Tabled until 02-11-20 CC meeting.

Item Number: EDC 2019-84

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

**Agenda Item Notes:**

See attached memo.



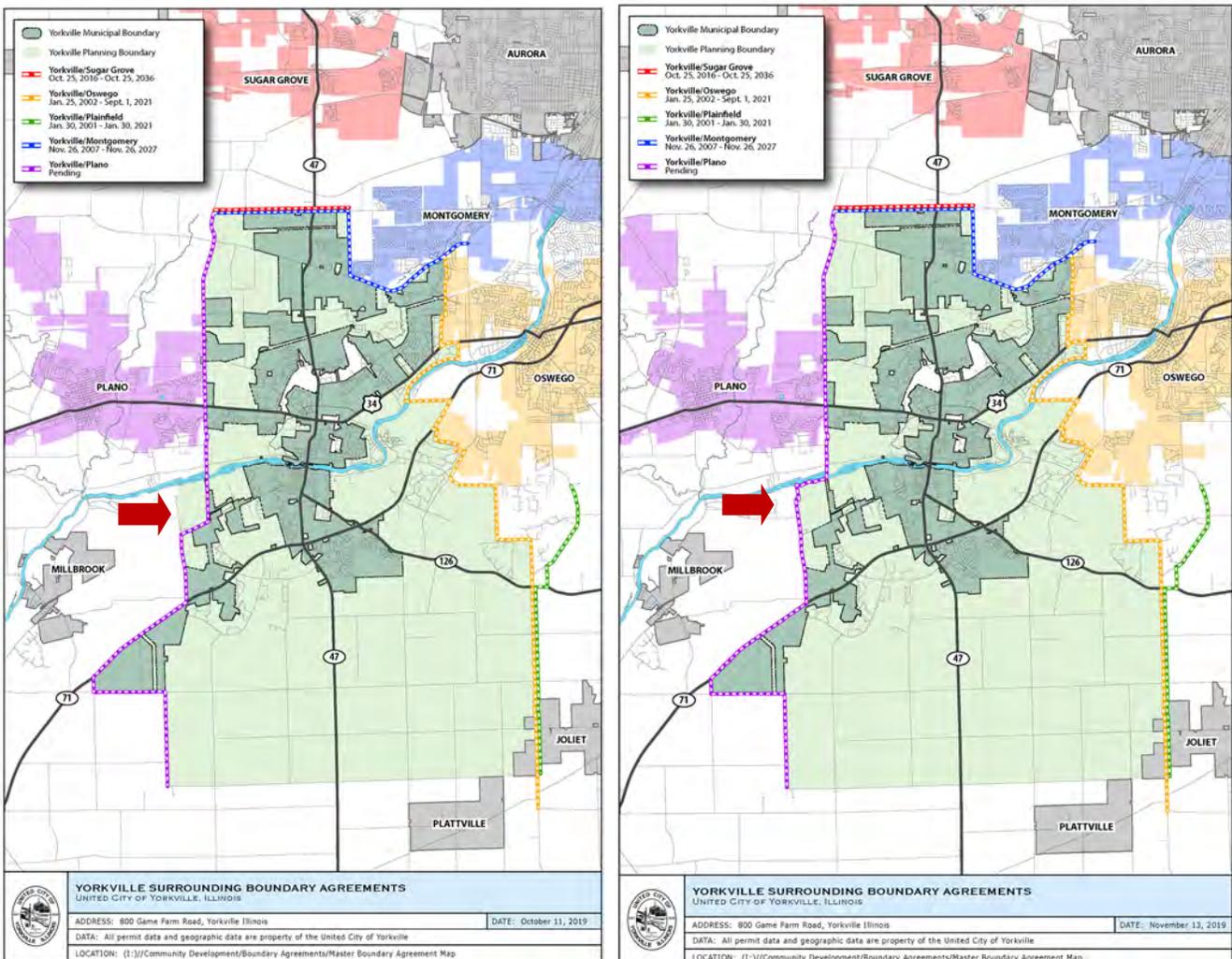
# Memorandum

To: City Council  
 From: Krysti J. Barksdale-Noble, Community Development Director  
 CC: Bart Olson, City Administrator  
 Date: January 27, 2020  
 Subject: **City of Plano Boundary Agreement**  
 Update and Extension

## BACKGROUND

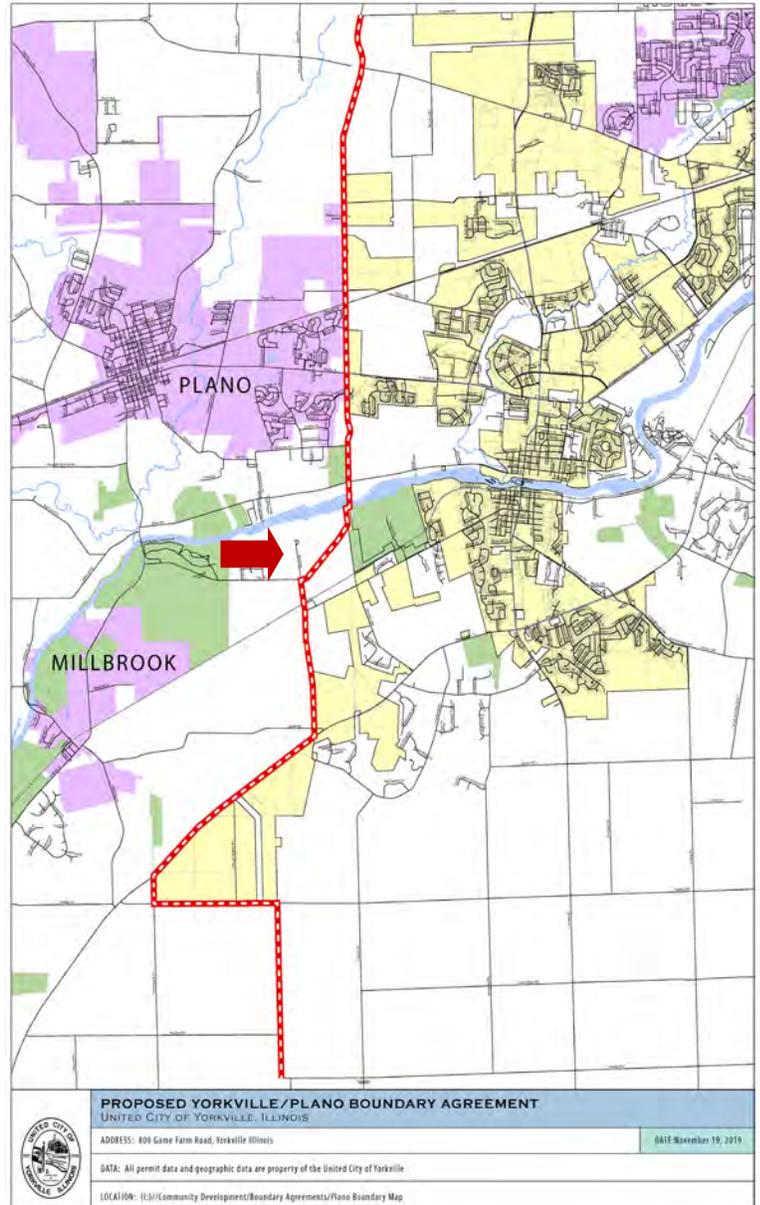
If the City Council will recall, staff initially presented approval of a draft boundary agreement extension between Yorkville and Plano at the November 12, 2019 meeting as part of a public hearing. At that time, the proposed planning boundary line between Yorkville and Plano followed the original contours of Eldmain Road and did not include the unincorporated parcel of Fox River Bluff. However, during the public hearing, Alderman Funkhouser recommended and City Council concurred for staff to seek inclusion of this parcel as part of the proposed new boundary agreement, since a previous inquiry for annexation into Yorkville was made by the prior property owner in 2005.

The following maps illustrates the initially proposed boundary line (left) which did not include the Fox River Bluff parcel and the recommended boundary line which included Fox River Bluff parcel (right):



## UPDATED PROPOSAL

However, after consideration of Yorkville's request, the City of Plano rejected the revision to include the Fox River Bluff parcel as part of the proposed boundary line between the two cities. Staff reported back to City Council at the November 26, 2019 meeting regarding Plano's unfavorable response to the proposed boundary line revision and new direction was given to staff. The recommendation was to adjust the boundary line westward to follow the centerline of the reconstructed Eldamain Road which abuts the Fox River Bluff parcel on the south (*see map to the right*).



After additional follow-up with staff, Plano officials have agreed to adjusting the boundary line westward to follow the reconstructed Eldamain Road centerline. The established boundary line between Yorkville and Plano will remain Eldamain Road, and upon the planned reconstruction and extension, the approximately 160-acre Fox River Bluffs parcel (*now owned by the Kendall County Forest Preserve*) would lie on the west side of Eldamain Road. The City of Yorkville would gain an additional approximately 113 acres of future developable land (*refer to aerial above*).

## STAFF COMMENTS & RECOMMENDATIONS

The City of Plano conducted its public hearing on November 25, 2019, and additional meetings were held on January 13, 2020 and January 24, 2020, regarding the proposed boundary agreement extension and revised map. Based on the positive feedback received from Plano, staff **recommends the adoption** of the proposed Plano Boundary Agreement extension for a period of twenty (20) years, or until 2039, with the revised boundary line following the centerline of Eldamain Road as illustrated on the map above. This is consistent with the goals of the Comprehensive Plan Update and sound planning practices.

## **ATTACHMENTS**

1. Draft Ordinance
2. Draft Plano Boundary Agreement
3. Proposed Boundary Agreement Map
4. Master Boundary Agreement Map
5. Aerials of Plano/Yorkville Boundaries (1999, 2009 and 2019)
6. Memo to City Council dated November 14, 2019
7. Memo to City Council dated November 5, 2019
8. Public Hearing Notice

**Ordinance No. 2020-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND THE CITY OF PLANO**

**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 of Illinois; and,

**WHEREAS**, there is unincorporated territory lying between the City and the City of Plano (“Plano”) that was the subject of a previous Jurisdictional Boundary Line Agreement (“Boundary Agreement”) entered into between the City and Plano and it is the desire of each to update and extend the terms of that Boundary Agreement for an additional twenty years; and,

**WHEREAS**, the Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) provides for the entering into jurisdictional boundary line agreements after notice and hearing; and,

**WHEREAS**, The City and Plano have negotiated a new Boundary Agreement to establish a jurisdictional boundary line in order to enable each municipality to plan the orderly growth and development of their communities by the exercise of their planning, annexation, zoning and subdivision authority on its side of the boundary line.

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

**Section 1:** That the *JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN CITY OF PLANO AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS*, between the United City of Yorkville and the City of Plano, a copy of which is attached hereto and made a part hereof as Exhibit A, be and the same is hereby approved and the Mayor and City Clerk be and are hereby authorized and directed to execute the Agreement on behalf of the United City of Yorkville.

**Section 2:** This Ordinance shall be in full force and effect upon its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF KENDALL        )

*Above Space for Recorder's Use Only*

**JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE CITY OF PLANO AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

This Jurisdictional Boundary Line Agreement by and between the City of Plano, Kendall County, Illinois a non-home rule municipal corporation (“*Plano*”) by virtue of the laws of the State of Illinois, and the United City of Yorkville, Kendall County, Illinois a non-home rule municipal corporation (“*Yorkville*”) by virtue of the laws of the State of Illinois dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESSETH:**

**WHEREAS**, Plano and Yorkville recognize that the unincorporated lands lying between their current municipal boundaries provide unusual growth opportunities for their respective communities; and,

**WHEREAS**, Plano and Yorkville are aware of the fact that the opportunities for development in said unincorporated area will be accompanied by increased demands for transportation services, governmental police power services, utilities services, and other municipal services and the resulting financial commitments to meet such additional services; and,

**WHEREAS**, in order to plan for the demands which occur with development, Plano and Yorkville entered into a Jurisdictional Boundary Line Agreement in 1999 which established an agreed “*Jurisdictional Boundary Line*” between the cities and included such other measures as deemed to be in the best interests of their respective communities; and,

**WHEREAS**, the Corporate Authorities of Plano and Yorkville desire to extend its Jurisdictional Boundary Line Agreement as hereinafter set forth, in order to provide for the orderly development of the unincorporated areas lying between their municipalities and continue the spirit of cooperation between both communities which has existed since 1999; and,

**WHEREAS**, Plano and Yorkville further recognize that planning for the development of the unincorporated land lying between their municipal boundaries must include provisions for open space preservation, flood control, population density, joint operation of public facilities, ecological and economic impact, and multi-purpose uses; and,

**WHEREAS**, Plano and Yorkville and their respective citizens may be affected by potential development and the issues development presents and therefore believe it to be in their best interest that municipal boundaries and areas of municipal authority between their respective municipalities be established in order to plan effectively and efficiently for development between their communities and the conservation of the available resources for their respective residents without influences from developers or political factions; and,

**WHEREAS**, Plano and Yorkville have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and pursuant to the terms and provisions of Section 5/11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9).

**NOW, THEREFORE**, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between Plano and Yorkville as follows:

1. That Plano shall have jurisdiction west of a certain boundary line and Yorkville shall have jurisdiction east of a certain boundary line as depicted on the map attached hereto as Exhibit A (the “*Jurisdictional Boundary Line*”) and legally described on Exhibit B, which is attached hereto, both of which are incorporated herein. In the event of a variance in the legal description and the boundary map, the legal description shall take precedence. During the term of this Agreement, each municipality agrees to the immediate disconnection and shall not object to the disconnection of such territory which may lay beyond the Jurisdictional Boundary Line as described on *Exhibits A and B*, whether said disconnection be by petition of the land owner, court action or otherwise.

2. Plano and Yorkville agree not to annex, zone or perform any other act as authorized by law involving territory lying within the jurisdiction of the other municipality.

3. In the event that Plano or Yorkville is better able to provide municipal water or sewer service to a particular parcel of land lying outside its City limits, and annexed or to be annexed to the other City (as to Plano, a parcel lying West of the Jurisdictional Boundary Line, and as to Yorkville, a parcel lying East of the Jurisdictional Boundary Line), the municipality better able to provide service, shall not refuse service simply because the parcel is not within its City limits and shall not require annexation, but shall, subject to availability and capacity, allow connection to and service from its utility system, subject at all times to the ordinances, fees and charges (uniformly applied) applicable to the providing of service to lands outside of the municipality.

4. The Jurisdictional Boundary Line between Plano and Yorkville, for municipal government planning, subdivision control and municipal purposes shall be as described in Exhibits A and B and all future annexations by the corporate authorities of both Cities shall be adopted in conformance with the provisions of this Agreement.

5. Except by agreement as to utility service as provided in Paragraph 3 of this Agreement and except upon the subsequent joint written agreement, duly authorized by the Corporate Authorities of both Cities, Plano and Yorkville hereby agree that they shall not act to annex or exercise any zoning authority or subdivision control authority beyond the Jurisdictional Boundary Line as established in this Agreement; provided, however, it is understood that this Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezoning or proposed land use within one and one-half (1 ½) miles of its corporate limits. Each City further agrees that it will actively oppose any attempt to effectuate an involuntary annexation to its respective municipality which annexation would have the effect of changing the Jurisdictional Boundary Line established under this Agreement.

6. Plano and Yorkville had originally agreed that Yorkville was (and remains) responsible to use its own funds or funds from a third-party such as developers through recapture agreements to equalize the \$3,400,000 expended by Plano for improvements to Eldamain Road. Pursuant to an intergovernmental agreement executed in 2011 among Plano, Yorkville and Kendall County (the "IGA"), Kendall County agreed to bring Eldamain Road under its jurisdiction and made roadway improvements costing \$6,300,000 for that portion of the roadway from the Menards Distribution Center to Galena Road. The parties agreed to equally share the cost of \$6,300,000 which cost was to be paid through recapture

agreements from future municipal developments. It was determined in the IGA that Plano was required to assess \$34.85 per lineal foot for a total of 11,290 lineal feet in order to pay \$400,000 being its share of \$2,100,000 for the improvements made by Kendall County, reduced by \$1,700,000 for the amounts already expended by it for improvements to Eldamain Road and Yorkville was to assess \$336.59 per lineal foot for a total of 11,468 lineal feet in order to recapture a total of \$1,700,000 as expended by Plano and \$2,100,000 of its share of the cost to further improvement Eldamain Road for a total of approximately \$3,800,000 . The parties hereto confirm that as of the date hereof, the respective obligations of the cities hereinabove set forth remain outstanding.

7. It is agreed that neither Plano nor Yorkville shall either directly or indirectly seek any modification of this Agreement through court action and that this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.

8. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are to be severable.

9. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the cities and recorded with the Kendall County Recorder.

10. This Agreement shall be in full force and effect from and after its adoption and execution by Plano and Yorkville and shall continue in full force and effect for a period of twenty (20) years. The term of this Agreement may be extended, renewed or revised at the end of the initial term or extended terms hereof by further agreement of the municipalities.

11. The parties deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the parties agree that in the event any clause, paragraph or undertaking is deemed invalid or unconstitutional, or in the event the application of this Agreement to any landowner is deemed invalid or unconstitutional or otherwise unenforceable, such invalidity, unconstitutionality or unenforceability shall not affect the other undertakings made herein by the parties, and the rest of the Agreement and its application to landowners shall remain in full force and effect.

**IN WITNESS WHEREOF** the City of Plano and the United City of Yorkville have caused this Jurisdictional Boundary Line Agreement to be executed by their respective Mayor and attested by their respective City Clerk, pursuant to Ordinances adopted by each municipality authorizing the execution of this Jurisdictional.

City of Plano

By: \_\_\_\_\_  
Mayor

Attest:

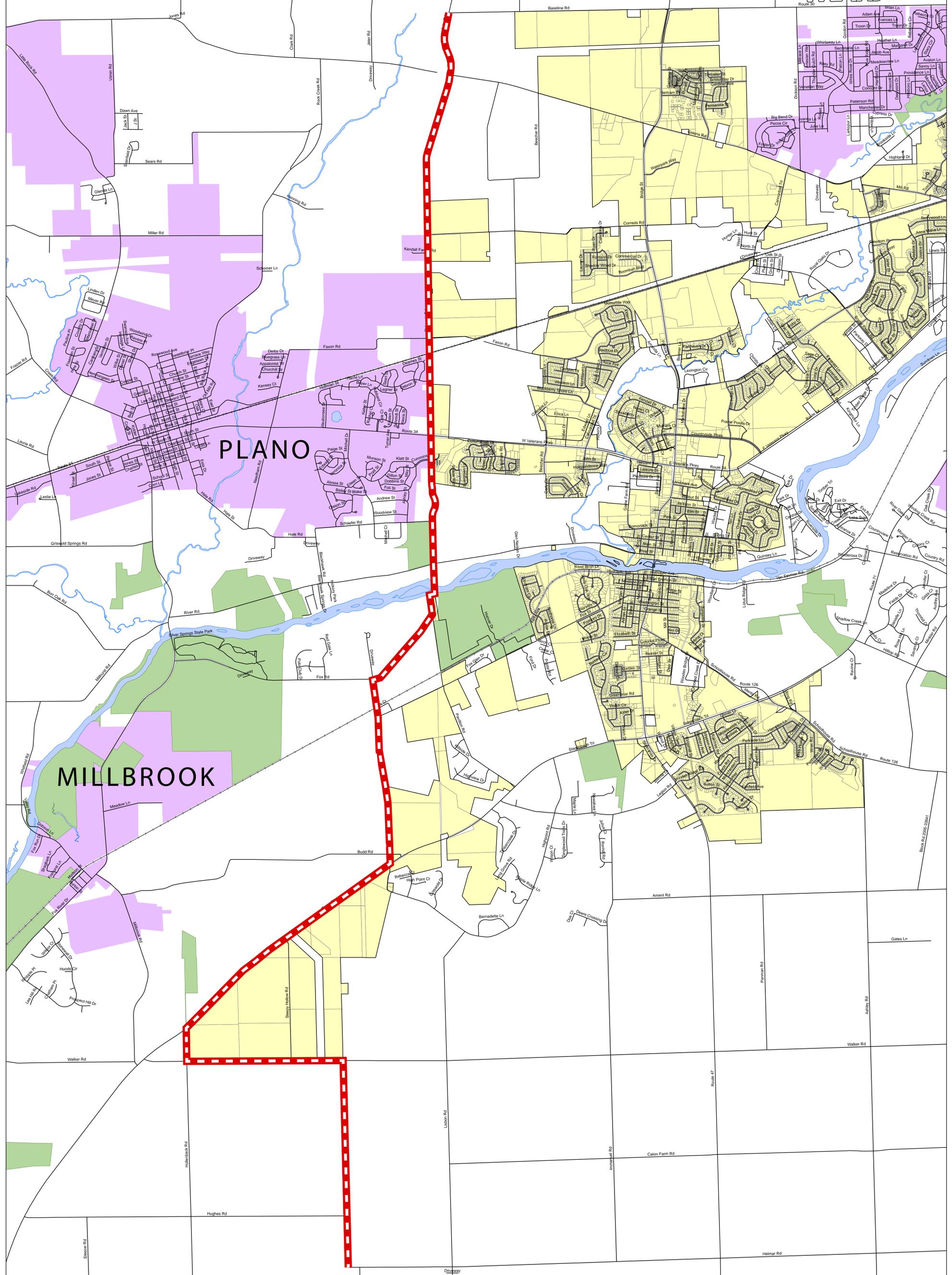
\_\_\_\_\_  
City Clerk

United City of Yorkville

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



**PLANO**

**MILLBROOK**

**PROPOSED YORKVILLE/PLANO BOUNDARY AGREEMENT**  
 UNITED CITY OF YORKVILLE, ILLINOIS

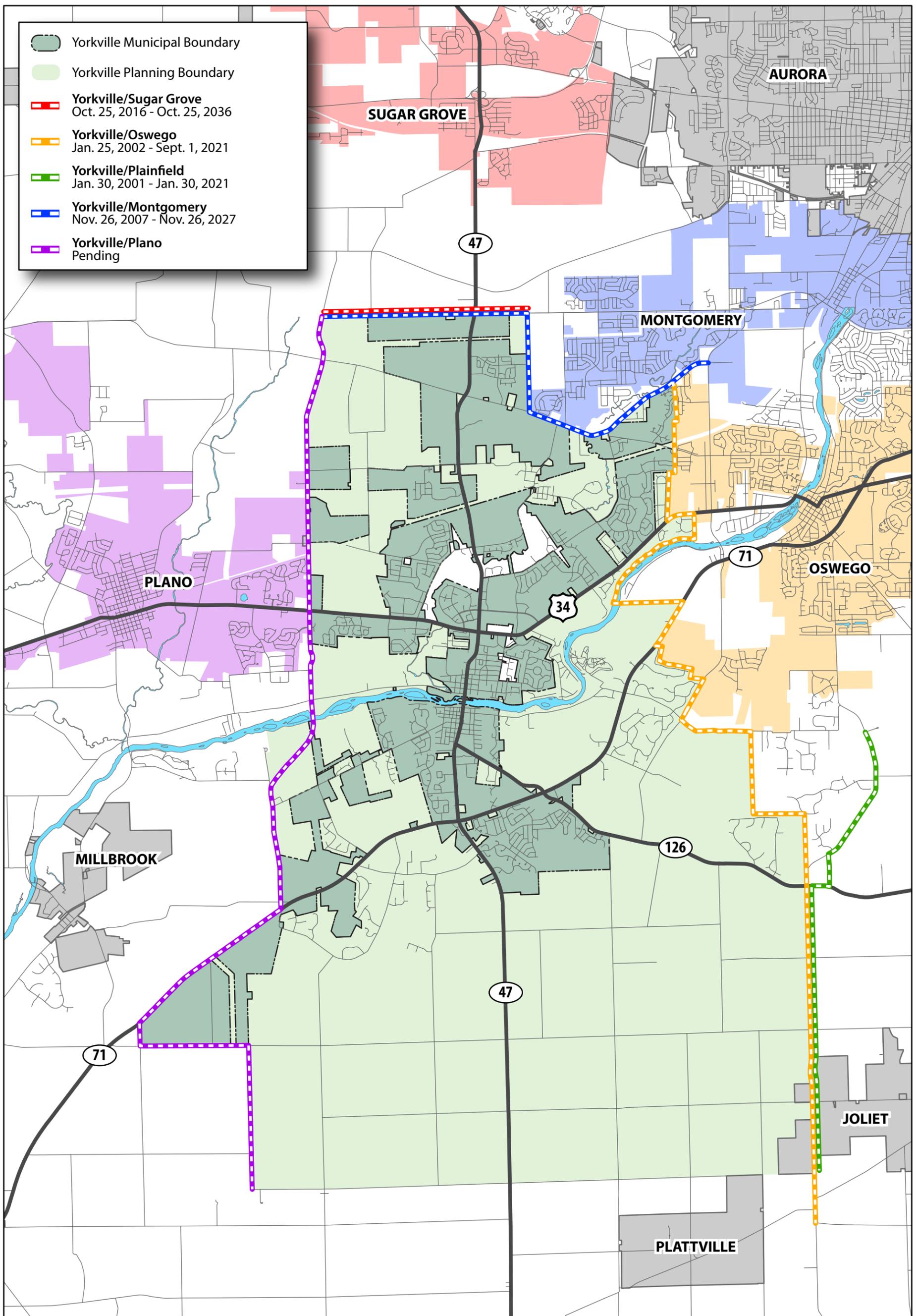
ADDRESS: 800 Game Farm Road, Yorkville Illinois

DATE: November 19, 2019

DATA: All permit data and geographic data are property of the United City of Yorkville

LOCATION: (I:)//Community Development/Boundary Agreements/Plano Boundary Map





**YORKVILLE SURROUNDING BOUNDARY AGREEMENTS**  
 UNITED CITY OF YORKVILLE, ILLINOIS

ADDRESS: 800 Game Farm Road, Yorkville Illinois

DATE: November 13, 2019

DATA: All permit data and geographic data are property of the United City of Yorkville

LOCATION: (I:)//Community Development/Boundary Agreements/Master Boundary Agreement Map

# YORKVILLE/PLANO 1999



Ashe Rd

30

Corneils Rd

Cannonball Trail

10

47

W Veterans Pkwy

South St

Eldamain Rd

River Rd

Image U.S. Geolog

Yorkville

1

# YORKVILLE/PLANO 2009



30

Ashe Rd

Cornells Rd

Cannonball Trail

10

47

W Veterans Pkwy

South St

Eldamain Rd

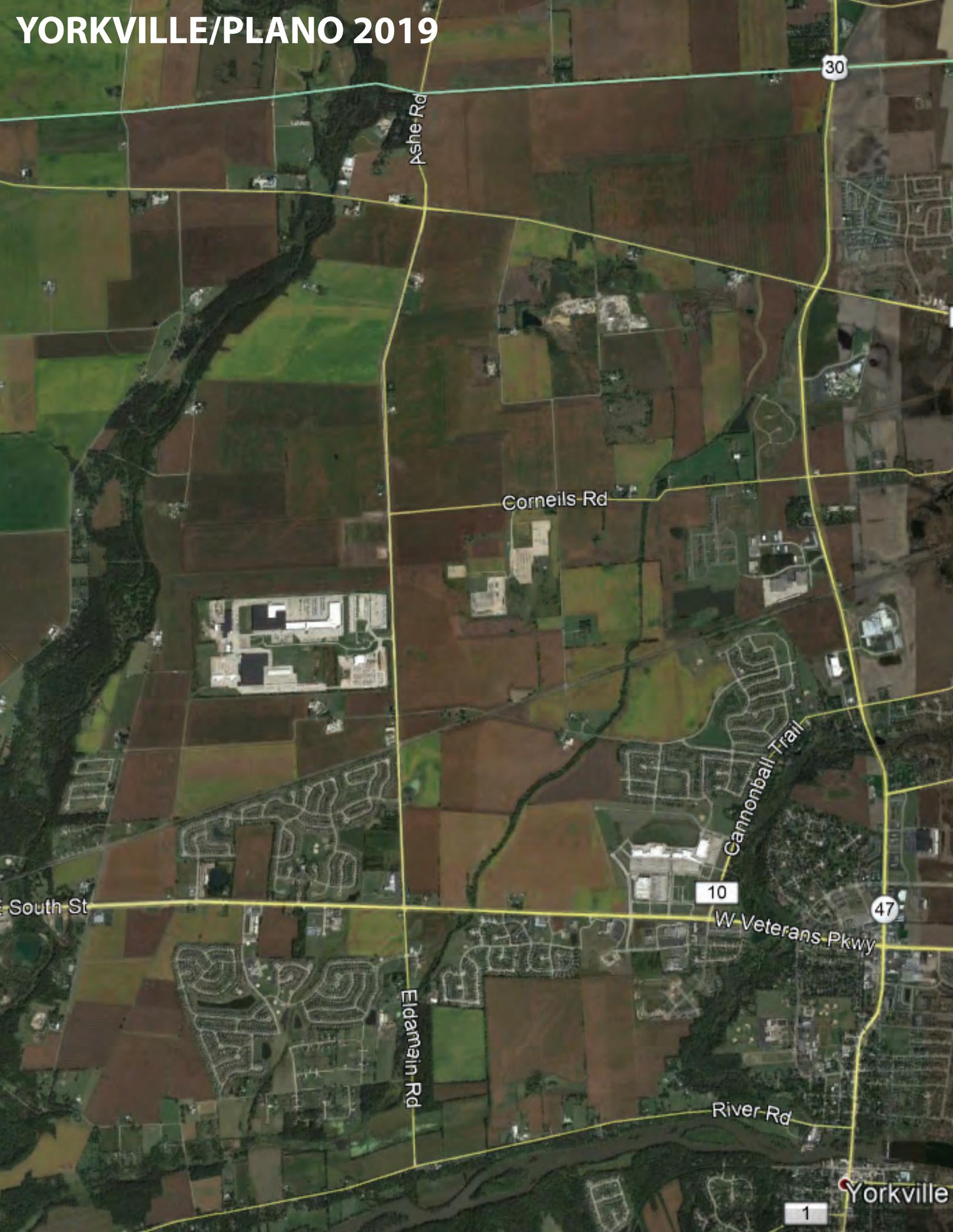
River Rd

Image USDA Farm S

Yorkville

1

# YORKVILLE/PLANO 2019



Ashe Rd

30

Corneils Rd

Cannonball Trail

10

47

W Veterans Pkwy

South St

Eldamain Rd

River Rd

1

Yorkville

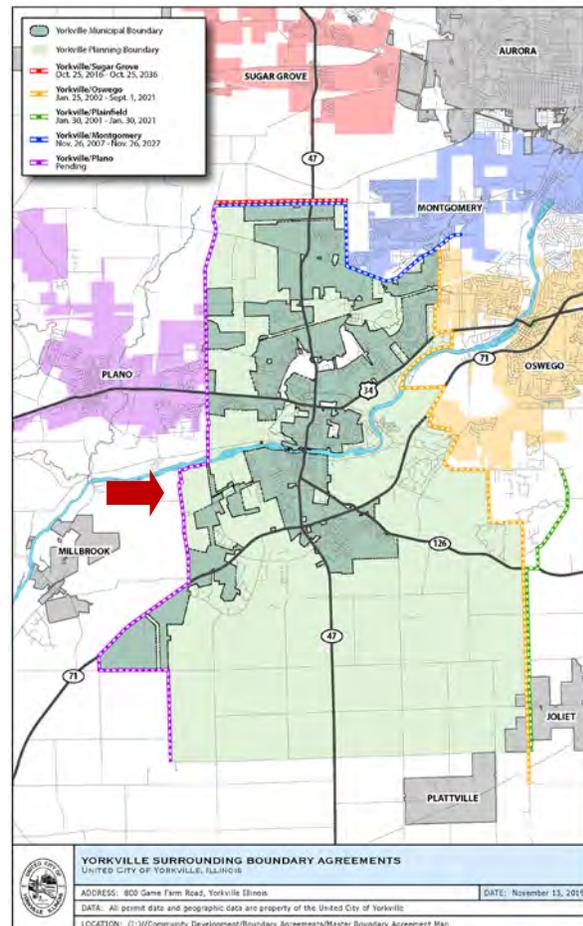
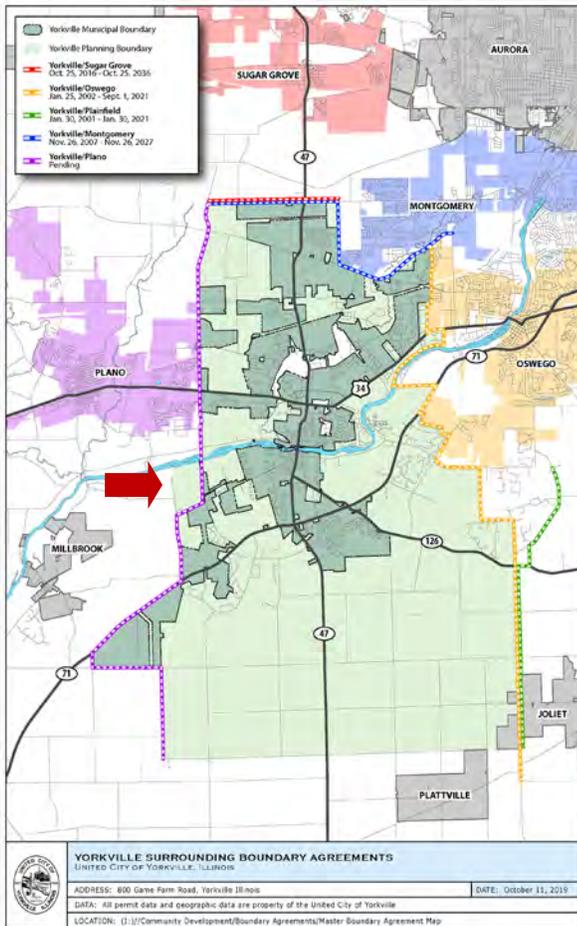


# Memorandum

To: City Council  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: November 14, 2019  
Subject: **City of Plano Boundary Agreement**  
Update and Extension

## UPDATE

During the public hearing regarding this matter at the November 12<sup>th</sup> City Council meeting, Alderman Funkhouser requested that the boundary line for the proposed updated Plano Boundary Agreement be shifted west of the Fox River Bluffs parcel to the centerline of the road (see below images).



The Fox River Bluffs property remains undeveloped and is currently owned by the Kendall County Forest Preserve. It is also zoned RPD-2 (Residential Planned Development) in Kendall County. While the original 1999 Plano/Yorkville boundary agreement map did not have the line west of this parcel, Fox River Bluffs has been identified within Yorkville's planning boundary since the 2008 Comprehensive Plan and the 2016 Comprehensive Plan Update. This is based upon a 2005 inquiry to the City by the former landowner of the parcel seeking annexation and development concept plan review, although a formal application was never submitted.

Although this parcel is not currently contiguous to either city's corporate limits, it is located less than 800-feet from Yorkville's western boundary and approximately 4,000 feet south of Plano's boundary. Additionally, City public utilities are available about one (1) mile east of the subject property on Fox Road in the Rivers Edge subdivision, making it plausible that future development could occur in Yorkville.

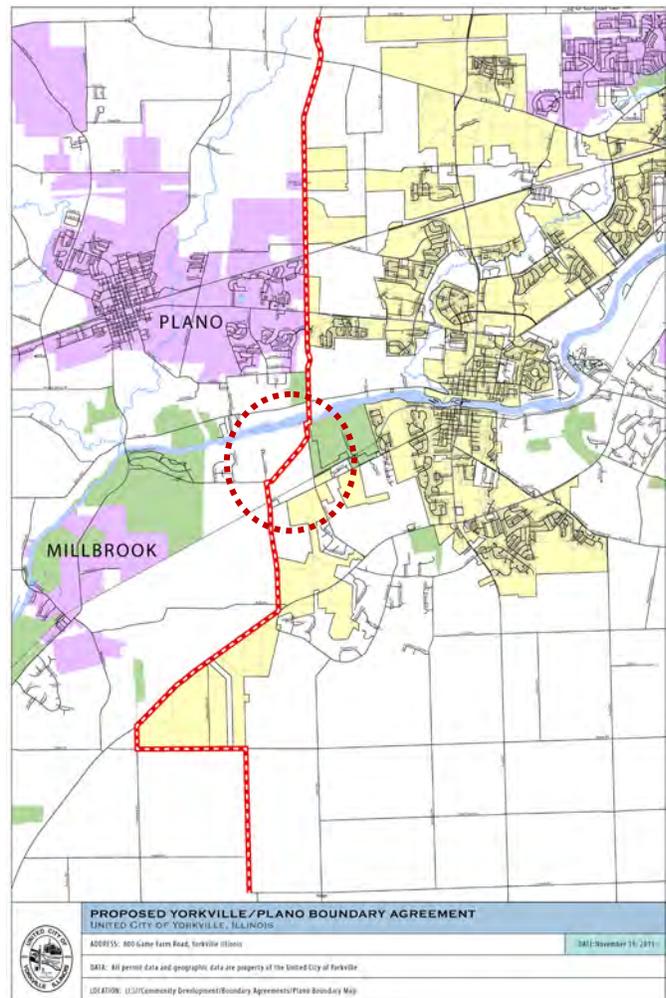
However, the established boundary agreement line between Yorkville and Plano has been Eldmain Road, and upon the planned reconstruction and extension, the Fox River Bluffs would lie on the west side of Eldmain, generally understood to be for Plano. Staff has reached out to the City of Plano in the proposed revision to the map and they have rejected the adjustment to the boundary line to the west to include the Fox River Bluffs parcel.

After additional follow-up with staff, Plano officials have expressed openness to adjusting the boundary line westward to follow the reconstructed Eldmain Road centerline which abuts the Fox River Bluffs parcel on the south as illustrated on the map #3 to the right.

**Staff Comments & Recommendation**

The City of Plano is planned to conduct a public hearing on November 25, 2019 regarding the proposed boundary agreement extension and revised map. Feedback is expected to be received after that meeting.

At this time staff continues to **recommend the adoption** of the proposed Plano Boundary Agreement extension for a period of twenty (20) years, or until 2039, with the revised boundary line following the centerline of Eldmain Road as illustrated on Map #3. This is consistent with the goals of the Comprehensive Plan Update and sound planning practices.





# Memorandum

To: City Council  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: November 5, 2019  
Subject: **Public Hearing** – City of Plano Boundary Agreement  
Update and Extension

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## Summary

Per the recently completed Comprehensive Plan Update, a short-term goal of the City is to pursue new and extend existing boundary agreements with neighboring communities in an effort to promote and implement effective growth management practices. The proposed boundary agreement extension with the City of Plano, which expired on June 24, 2019, would now expire in the year 2039 and is the second of several existing agreements that are up for renewal and will be presented to the City Council for reconsideration. The City approved a similar boundary agreement extension between Yorkville and Sugar Grove in 2016.

## Background

Illinois statute allows municipalities with adopted official plans (comprehensive plans) to enter into a boundary agreement when unincorporated territory is within 1½ miles of the boundaries of two or more corporate authorities. The United City of Yorkville has current boundary agreements with Montgomery, Oswego, Plano, Plainfield and Sugar Grove (refer to attached map).

Other municipalities currently overlapping 1½ mile jurisdiction with Yorkville with whom the City does not have boundary agreements with include Millbrook and Newark. Municipalities that are beyond the contiguous 1½ mile jurisdiction with Yorkville, but likely to encroach this jurisdiction based on their current future planning areas, include Joliet, Lisbon, Millington and Plattville.

The intent of the boundary agreement is to delineate a line which shall mark the boundaries of the respective jurisdiction and agree not to annex any unincorporated land which lies within the jurisdiction of the other municipality as established by such line. Further, Illinois statute requires boundary agreements to:

- Consider the natural flow of storm water drainage of the area;
- Include the entire area of a single tract having common ownership within one jurisdiction, when practical.
- Not exceed a term of 20 years, however, following the expiration of the term it may be extended, renewed, or revised as the parties agree.

## Advantages and Disadvantages

Boundary agreements create the opportunity for meaningful future land planning and establish proposed locations of different types of land uses. In addition, boundary agreements can specify infrastructure needs and responsibilities between corporate authorities so that development within the area between each municipality is orderly and efficient. However, there are other advantages and disadvantages to be considered.

*The advantages of entering into boundary agreements include:*

- Eliminating the risk of developers/property owners' ability to obtain concessions from a municipality by pitting neighboring communities against one another;
- Allowing for better land use and infrastructure planning for the area. A determined boundary prevents a municipality from over or undersizing water and sewer lines, for example;
- Reducing negative aspects of 'competing' with neighboring municipalities for territory;
- Allowing for proactive versus reactive planning. While annexation and incorporation put communities in a reactive mode (reacting to a petition from a developer/property owner), cooperative boundary agreements enable communities to proactively guide their future.

*Potential disadvantages to Boundary Agreements include:*

- Agreement obligates future City Council officials to abide by the terms set forth in the boundary agreement for a period of up to twenty (20) years. As witnessed in this region, many changes have occurred over the last 20 years with population growth in the late 1990's early 2000's and then the economic/housing crisis in the mid 2000's, both of which could not have been foreseen by city leaders during either time period.
- Limitation and restriction of property owner's choices as a result of boundary agreements. As stated above, one of the main purposes of entering into an agreement is to prevent property owners from 'pitting' municipalities against one another, however, this also means determining in the agreement what jurisdiction the territory will ultimately be annexed to – thus eliminating the property owners' choice of community.
- Level of compromise. Some concessions may need to be given in order to 'compromise' with a neighboring community in a boundary agreement.

### **Original City of Plano Boundary Agreement**

The original boundary agreement between the United City of Yorkville and the City of Plano, was executed on June 24, 1999 (recorded in April 2001) and amended in 2005, established the following considerations for future development for the unincorporated area between the two communities:

- **The agreed upon boundary between Yorkville and Plano would be Eldamain Road (see attached map).**
  - o The boundary basically runs north/south beginning on the east side of Ashe Road continuing down along Eldamain Road and terminating at IL Route 71 (Stagecoach Road).
  - o This approximately nine (9) mile boundary has primarily agriculture/farm land with some scattered residential homes on both the Plano and Yorkville sides of the boundary. A large industrial user (Menards Distribution Center) is located on the Plano side of the boundary and several large parcels on the Yorkville side of the boundary is zoned for industrial/manufacturing land uses.

- Note in the attached aerials from 1999, when the boundary agreement was initially approved, 2009 and 2019, no significant changes with regards to land use and development along Eldamain Road occurred in either municipality.
- **The agreement does not limit or adversely affect either municipality from filing a statutory objection to a proposed rezoning within one and one-half mile (1½) of its corporate boundary.**
  - Since this agreement's execution, staff is aware of only one (1) statutory objections filed by Yorkville in August 2016 regarding Jet's Towing and Services located at 790 Eldamain Road for a requested rezoning and variance. The requested rezoning was from the county's A-1 Agricultural District to the M-1 Limited Manufacturing District to operate a towing and truck storage area on an approximately 8.8-acre parcel located about one (1) mile north of Corneils Road and just south of Galena Road in Bristol Township.
- **In the event that the City of Plano or the City of Yorkville is better able to provide municipal water or sewer service to a particular parcel or land lying outside its City limits, and annexed or to be annexed to the other City, the municipality better able to provide service shall not refuse service simply because the parcel is not within its City limits and shall not require annexation, but shall, subject to availability and capacity, allow connection to and service from its utility system, subject at all times to the ordinances, fees and charges (uniformly applied) applicable to the providing of services to lands outside of the municipality.**
  - Neither the City of Yorkville nor the City of Plano have utilized this option.
- **Both municipalities shall adopt appropriate Ordinances for the protection of well sites and ground water.**
  - Yorkville has adopted numerous ordinances related to the protection of well sites and ground water since the adoption of the boundary agreement in 2000. Those have included:
    - Community Well Protection Ordinance (Ord. 2001-6)
    - Soil Erosion and Sediment Control Ordinance (Ord. 2003-19)
    - Wetland Protection Regulations for Water Quality and Stormwater Management (Ord. 2008-01)
    - Ordinance Prohibiting the Use of Groundwater within the Corporate Limits by the Installation or Drilling of Wells (Ord. 2008-78)
    - Fox River Watershed Ordinance (2009-48)
    - Ordinance Regulating the Illicit Discharge and Connections to the Municipal Separate Storm Sewer System (Ord. 2010-05)
    - Stormwater Management Program Plan (Ord. 2010-13)
    - Blackberry Creek Watershed Ordinance (Res. 2012-17)
    - Stormwater Management Ordinance (Res. 2012-30)
- **Expansion and Improvements of Eldamain Road.**
  - Language within the boundary agreement stated the City of Plano previously spent approximately \$3,400,000 for the improvement of Eldamain Road, north of Route 34. Therefore, the City of Yorkville was obligated to the further improvement of

Eldamain Road south of Route 34 and north of that portion of Eldamain previously improved by Plano to equal the \$3,400,000 spent by Plano.

- The agreement also stated should the City of Plano have an owner or developer west of Eldamain Road seeking Eldamain Roadway improvements prior to the City of Yorkville making funds available for their portion of the roadway improvements, the municipalities may enter into an intergovernmental agreement providing for the recapture or repayment of said expenses.
- Each municipality agreed that no further expansion to or improvements of Eldamain Road, north or south of US 34 (Veterans Parkway) would be made without consulting the other municipality concerning the nature, scope and financing of said improvements.
- Major repairs or maintenance of Eldamain Road to which both municipalities are contiguous are the time of repair would be on a 50/50% cost sharing basis. Additionally. Local costs for signalization on said roads shall be allocated based upon the number of intersection quadrants located in each municipality.
  - The City of Yorkville has not undertaken any major repairs or expansion to Eldamain Road. In 2006, Kendall County took jurisdiction over all of Eldamain Road to forward its transportation plan to reconstruct, reconfigure and extend Eldamain Road from US 34 south to Walker Road; making Eldamain Road a major north/south collector roadway in Kendall County.
  - Subsequently in February 2011, the City of Yorkville, the City of Plano and the County of Kendall entered into an intergovernmental agreement in which allowed the County to move forward with the extension and reconstruction of Eldamain Road and stipulated the City of Yorkville could repay its share of road reconstruction cost (\$2.1 million) through the collection of recapture payments from future annexed properties located along the corridor on a per lineal foot fee.

### **Proposed New Plano Boundary Agreement**

The proposed updated boundary agreement between the City of Yorkville and the City of Plano would be extended for another twenty (20) year term, or until 2039, and continue most of the same provisions of the exiting agreement. The following are revisions to the current boundary agreement that have been made under the proposed new agreement:

- Paragraph #4D of Original Agreement – Proposed revision states in Paragraph 5 that the boundary agreement does not preclude either municipality from filing a statutory objection to any land use change (such as Special Uses), not just rezoning requests, within one and one-half (1½) miles of its corporate boundaries.
- Paragraph #5 of Original Agreement– Proposed revision removes this section in its entirety, as the corporate boundaries of both municipalities have expanded significantly since 1999. Additionally, there would be no parcels identified where the transfer of Subdivision Control Standards would apply.
- Paragraph #6 of Original Agreement – Proposed revision removes this section in its entirety, as both municipalities have adopted appropriate well sites and groundwater protection ordinances.

- Paragraph #7 of Original Agreement – Proposed revision reflects in Paragraph 6 the February 2011 Intergovernmental Agreement between the United City of Yorkville, the City of Plano and the County of Kendall.
- Paragraph #12 of Original Agreement – Proposed revision removes this section in its entirety, as it no longer applies since the well has been sold to the City of Plano years ago.
- Paragraph #13 of Original Agreement - Removal of this section in its entirety is proposed, as the previously referenced February 2011 Intergovernmental Agreement would apply.

### **Staff Comments & Recommendation**

Staff **recommends adoption** of the proposed Plano Boundary Agreement extension for a period of twenty (20) years, or until 2039. This is consistent with the goals of the Comprehensive Plan Update and sound planning practices.

Per the Illinois Statutes, both corporate authorities are required to provide a public notice of the proposed boundary agreement for no less than 15 days at the location where notices are posted for any village board or city council meetings as well as publication within the local newspaper. Staff published a notice in the **October 4th** edition of the Beacon News.

**PUBLIC NOTICE**  
**OF A PROPOSED JURISDICTIONAL BOUNDARY LINE AGREEMENT**  
**BETWEEN THE UNITED CITY OF YORKVILLE, ILLINOIS AND**  
**THE CITY OF PLANO, ILLINOIS**

NOTICE IS HEREWITH GIVEN, THAT PURSUANT TO Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) that the Mayor and City Council (the “Corporate Authorities”) of the United City of Yorkville will hold a public hearing to consider the update and renewal of an existing expiring boundary agreement by the adoption of a new Jurisdictional Boundary Line Agreement (“Boundary Agreement”) between the United City of Yorkville and the City of Plano.

The public hearing on the proposed Boundary Agreement will be held on Tuesday, November 12, 2019 beginning at 7:00 p.m. at the Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois 60560.

A copy of the proposed Boundary Agreement, including a map depicting the location of the proposed boundary line, is on file in the Community Development Department at the Yorkville City Hall and is available for review and inspection by the public during regular City Hall hours.

The proposed Boundary Agreement would establish a jurisdictional boundary line in order to enable each municipality to plan the orderly growth and development of their communities by the exercise of their planning, annexation, zoning and subdivision authority on its side of the boundary line. It is anticipated that the boundary line to be established shall be substantially the same as the previously existing boundary line.

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

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

Lisa Pickering  
City Clerk



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

Agenda Item Number

Economic Development Committee #2

Tracking Number

EDC 2020-13

### Agenda Item Summary Memo

**Title:** Kendall County Intergovernmental Agreement Renewal – Inspection Services

**Meeting and Date:** City Council – February 11, 2020

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

#### Council Action Previously Taken:

Date of Action: 3/12/2019 Action Taken: Approval of Renewed Agreement

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

See attached memo.

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# Memorandum

To: Economic Development Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Pete Ratos, Building Code Official  
Date: January 13, 2020  
Subject: **Renewed Kendall County Intergovernmental Agreement**  
Reciprocal Building Inspection and Plumbing Inspection Services

## Summary

In May 2013, the City approved Resolution 2013-13 which executed an intergovernmental agreement between the City of Yorkville and Kendall County for shared building inspection services, on an as need basis, for a term of three (3) years. And in 2014, the City approved an amendment to the agreement which added shared plumbing services via Resolution 2014-34 and a renewal to this agreement was approved in March 2016 via Resolution 2016-08; Resolution 2017-15 in March 2017; and Resolution 2018-05 in March of 2018. Each extending the reciprocal service for an additional year. Last year's agreement renewal was approved via Res. 2019-11.

Although the City now outsources some of its inspection services to B&F, staff feels this arrangement has worked very well for both the County and the City over the last several years. The following chart illustrates the number of reciprocal inspections conducted by each governmental entity for calendar years 2016, 2017, 2018 and 2019:

	2016	2017	2018	2019
Kendall County inspections conducted by City	148	23	40	5
City inspections conducted by Kendall County	58	11	0	0

Since the existing agreement is set to expire on March 12, 2020, the proposed attached draft agreement is intended to continue the existing shared services agreement for an additional year with an option to renew annually upon written agreement between the City and the County.

## Proposed Agreement

The basic substance of the agreement offers substitute inspection services for the City of Yorkville and Kendall County should the Code Officials of the respective government agencies be on vacation or otherwise unavailable to conduct their normal duties.

The agreement, which is on an as need basis, consists of the following services when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electrical service inspections; insulation inspections; roofing inspections and final inspections. In addition to these services, the agreement also includes rough plumbing and final plumbing inspections but does not include plan review or permit approval of plumbing work.

The current intergovernmental agreement revised language related to commercial general liability and automobile liability which has been reviewed by the City Attorney and the city's insurance carrier.

**Staff Comments/Recommendation**

Both Yorkville's Building Department staff and Kendall County's Building Department believes that this back-up for inspection services is beneficial. Therefore, we support the extension of the agreement for an additional year. Kendall County's Planning Building and Zoning Committee (PB&Z) will be reviewing this proposed amendment in within the next month, as well. Should you have any specific questions regarding the attached proposal; staff will be available at Tuesday night's meeting.

**Resolution No. 2020-\_\_\_\_\_**

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

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

**Section 1:** That the *Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and the United City of Yorkville, Illinois - 2020*, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and John Purcell, Mayor, and Lisa Pickering, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

**Exhibit A**  
**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING  
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS  
AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2020**

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

**WITNESSETH:**

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

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

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

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

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

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

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

*Section 2.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Section 21.* The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

*Section 25.* Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

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

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

By: \_\_\_\_\_  
Chair, Kendall County Board

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Attest:*

*Attest:*

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
City Clerk



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 2019-29 and EDC 2019-97

### Agenda Item Summary Memo

**Title:** PZC 2019-29 GRNE Solar – Kendall County Government Campus (Special Use)

**Meeting and Date:** City Council – February 11, 2020

**Synopsis:** Memo explains PZC 2019-29 for GRNE Solar Farm’s request for special use

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Vote

**Submitted by:** Jason Engberg Community Development  
Name Department

#### Agenda Item Notes:

See Memo.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

To: City Council  
From: Jason Engberg, Senior Planner  
CC: Bart Olson, City Administrator  
Krysti J. Barksdale-Noble, Community Development Director  
Date: February 4, 2020  
Subject: **PZC 2019-29 GRNE Solar – Kendall County Government Campus**  
(Special Use)

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## **BACKGROUND/PROPOSED REQUEST:**

The applicant, GRNE Solar on behalf of Kendall County, is requesting special use permit approval to construct a freestanding solar farm at the Kendall County Government Center at 810 John Street. The solar farm is being proposed to be located on approximately 7.4 acres of vacant land at the southwest corner of the Kendall County Government Campus south of John Street. The subject property is currently zoned O Office District and the solar farm will be part of the existing Kendall County Government Center.

The petitioner received special use authorization in December of 2018 but due to the conditions on that ordinance, the petitioner is requesting to repeal that ordinance and replace it with a new special use authorization. The solar farm itself will stay in the same location, be the same size, and provide electricity to the on-site County buildings.

The two conditions that the petitioner is seeking to modify are the “fence made of a composite, vinyl or plastic material” and the landscaping requirements on the west side of the property. The petitioner is requesting that a 100% fully opaque wood fence be installed around the entire property. The petitioner has also submitted new landscaping plans along the west side of the property which have been reviewed and agreed upon by the adjacent neighbor to the west.

## **PLANNING AND ZONING COMMISSION SUGGESTIONS:**

The Planning and Zoning Commission held a public hearing for the special use request for a solar farm on January 8, 2020. The petitioner presented their request to the commission and provided all the requested information. These items included:

The commission made the following action on the motion below:

*In consideration of testimony presented during a Public Hearing on January 8, 2020 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system, or solar farm, on a O Office District zoned property located at the southwest corner of the Kendall County Government Center subject to staff recommendations in a memo dated December 31, 2019 and further subject to the revised landscaping design dated 1-8-20 including wooden fence constructed minimally of pressure-treated materials.*

### **Action Item:**

Vinyard-aye; Williams-aye; Hyett-aye; Millen-aye; Olson-aye  
**5 ayes; 0 no**

The special use was recommended with the following conditions:

1. The minimum clearance between the lowest point of the system and the surface on which the system is mounted is one foot and seven inches (1'7").
2. A seven foot and six inch (7'6") tall solid opaque wood fence, made minimally of pressure treated materials, shall be installed along the entire perimeter of the solar farm.
3. The petitioner must implement the landscape plan submitted by the petitioner and completed by Hampton, Lenzini, and Renwick, Inc. dated October 29, 2018.
4. The petitioner must comply with all comments and requirements made by Planning Resources, Inc. from the landscape plans dated November 13, 2018.
5. A security camera system must be installed which gives monitoring access of the solar farm to the County Sheriff.
6. A Knox box must be installed near the access gate for emergency situations.
7. The petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses and a blanket easement be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.
8. Adherence to all comments prepared by EEI, city engineering consultant, in a letter dated August 2, 2018.
9. The petitioner must implement the landscape plan along the western side of the property dated January 8, 2020.

**ATTACHMENTS:**

1. Special Use Application
2. Change Request Letter
3. November 14, 2018 Planning and Zoning Commission Materials (with all attachments)
4. Draft Ordinance



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

# APPLICATION FOR SPECIAL USE

## INTENT AND PURPOSE:

The purpose of the zoning code is based upon the authority of the city to divide its land into districts by use, bulk, location of building and structures, in a substantially uniform manner. It is recognized that while some uses are permitted under the zoning code to keep uniformity, a case-by-case analysis must be conducted for certain permitted uses to discover the impact of those uses on neighboring land and of the public need for the particular use at the particular location. In these cases a special use must be granted.

This packet explains the process to successfully submit and complete an Application for Special Use. 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.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 9 Special Uses" of the Yorkville, Illinois City Code.

## APPLICATION PROCEDURE:



### STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

Within one (1) week of submittal, the Community Development Department will determine if the 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 Planning and Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

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



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

# APPLICATION FOR SPECIAL USE

## STAGE 2: PLAN COUNCIL

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

## STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

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

## STAGE 4: PLANNING AND ZONING COMMISSION

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Planning and Zoning Commission meeting.

## STAGE 5: CITY COUNCIL

Petitioner will attend the City Council meeting where the recommendation of the special use 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 special use.



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# APPLICATION FOR SPECIAL USE

## DORMANT APPLICATIONS

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

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

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

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



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 SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ <small># of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount</small>		Total: \$
<b>REZONING</b>	<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>  _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ <small># of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount</small>		Total: \$
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ <small># of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount</small>		Total: \$
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$1,000.00 \$2,500.00 \$5,000.00 \$10,000.00 \$20,000.00	Total: \$
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use:  <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$
<b>TOTAL AMOUNT DUE:</b>			



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 SPECIAL USE

DATE:	PZC NUMBER:	DEVELOPMENT NAME:	
<b>PETITIONER INFORMATION</b>			
NAME:		COMPANY:	
MAILING ADDRESS:			
CITY, STATE, ZIP:		TELEPHONE:	
EMAIL:		FAX:	
<b>PROPERTY INFORMATION</b>			
NAME OF HOLDER OF LEGAL TITLE:			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS:			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:			
CURRENT ZONING CLASSIFICATION:		COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:	
REQUESTED SPECIAL USE:			
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>			
NORTH:			
EAST:			
SOUTH:			
WEST:			
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>			



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 SPECIAL USE

<b>ATTORNEY INFORMATION</b>	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
<b>ENGINEER INFORMATION</b>	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
<b>LAND PLANNER/SURVEYOR INFORMATION</b>	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
<b>ATTACHMENTS</b>	
<p>Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".</p> <p>Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".</p>	



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

# APPLICATION FOR SPECIAL USE

## SPECIAL USE STANDARDS

PLEASE STATE HOW THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE SPECIAL USE WILL NOT BE UNREASONABLY DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE:

PLEASE STATE HOW THE SPECIAL USE WILL NOT BE INJURIOUS TO THE USE AND ENJOYMENT OF OTHER PROPERTY IN THE IMMEDIATE VICINITY FOR THE PURPOSE ALREADY PERMITTED, NOR SUBSTANTIALLY DIMINISH AND IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

PLEASE STATE HOW THE ESTABLISHMENT OF THE SPECIAL USE WILL NOT IMPEDE THE NORMAL AND ORDERLY DEVELOPMENT AND IMPROVEMENT OF SURROUNDING PROPERTY FOR USES PERMITTED IN THE DISTRICT:

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE OR OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED:



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 SPECIAL USE

## SPECIAL USE STANDARDS

PLEASE STATE HOW ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

There will be no additional congestion added to public streets as a result of this project, before, during, or after construction. The project location is situated next to a vacant lot and ample parking lot space to be able to maneuver and store materials needed for the project. Deliveries for the project will enter from the North off of route 34 onto Beecher Rd and then onto John St. to make their way to project site. This will not be more than is common for usual traffic on this route.

PLEASE STATE HOW THE SPECIAL USE SHALL IN ALL OTHER RESPECTS CONFORM TO THE APPLICABLE REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED, EXCEPT AS SUCH REGULATIONS MAY IN EACH INSTANCE BE MODIFIED BY THE CITY COUNCIL PURSUANT TO THE RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION:

GRNE Solar and Kendall County have worked closely with the City of Yorkville to abide by the Solar Ordinance provided. All project details are in compliance with the ordinance. Considering the land is zoned for build-able space and is owned by the County, we do not see the need for any changes or modifications but are willing to comply with any adjustments or requirements from the City.

## 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.

3/21/2018

PETITIONER SIGNATURE

DATE

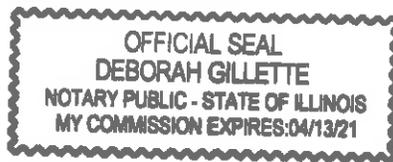
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

3/21/18

OWNER SIGNATURE

DATE

**THIS APPLICATION MUST BE  
NOTARIZED PLEASE NOTARIZE HERE:**





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

# PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:
-----------------	----------------------	-------------------

PETITION/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"/> REZONING         |
| <input type="checkbox"/> SPECIAL USE         | <input type="checkbox"/> MILE AND 1/2 REVIEW      | <input type="checkbox"/> ZONING VARIANCE | <input type="checkbox"/> PRELIMINARY PLAN |
| <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:	COMPANY
-------	---------

MAILING ADDRESS:

CITY, STATE, ZIP:	TELEPHONE:
-------------------	------------

EMAIL:	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.

PRINT NAME	TITLE
	
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.

# EXHIBIT A - LEGAL DESCRIPTION

## DESCRIPTION OF LEASED PREMISES

"Leased Premises" consist of:

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49" West, 12.50 feet; thence South 01°14'11" East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

And depicted graphically as follows. Any conflict between the legal description above and the graphic depiction below shall be resolved in favor of the written legal description.



**Kendall County  
Government Campus  
Bristol Twp.  
Survey 18036**

**KENDALL COUNTY**

**- 2018 -**

<http://www.co.kendall.il.us>



**1 in=200 feet**



**Legend**

- ADJACENT COUNTY
- ▬ COUNTY
- ▬ INTERSTATE
- ▬ STATE
- ▬ FEDERAL
- ▬ MUNICIPAL
- ▬ DIST
- ▬ LOCAL
- ▬ RAILROAD



**Kendall County GIS**

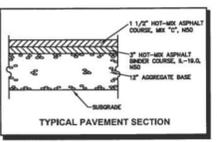
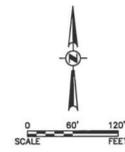
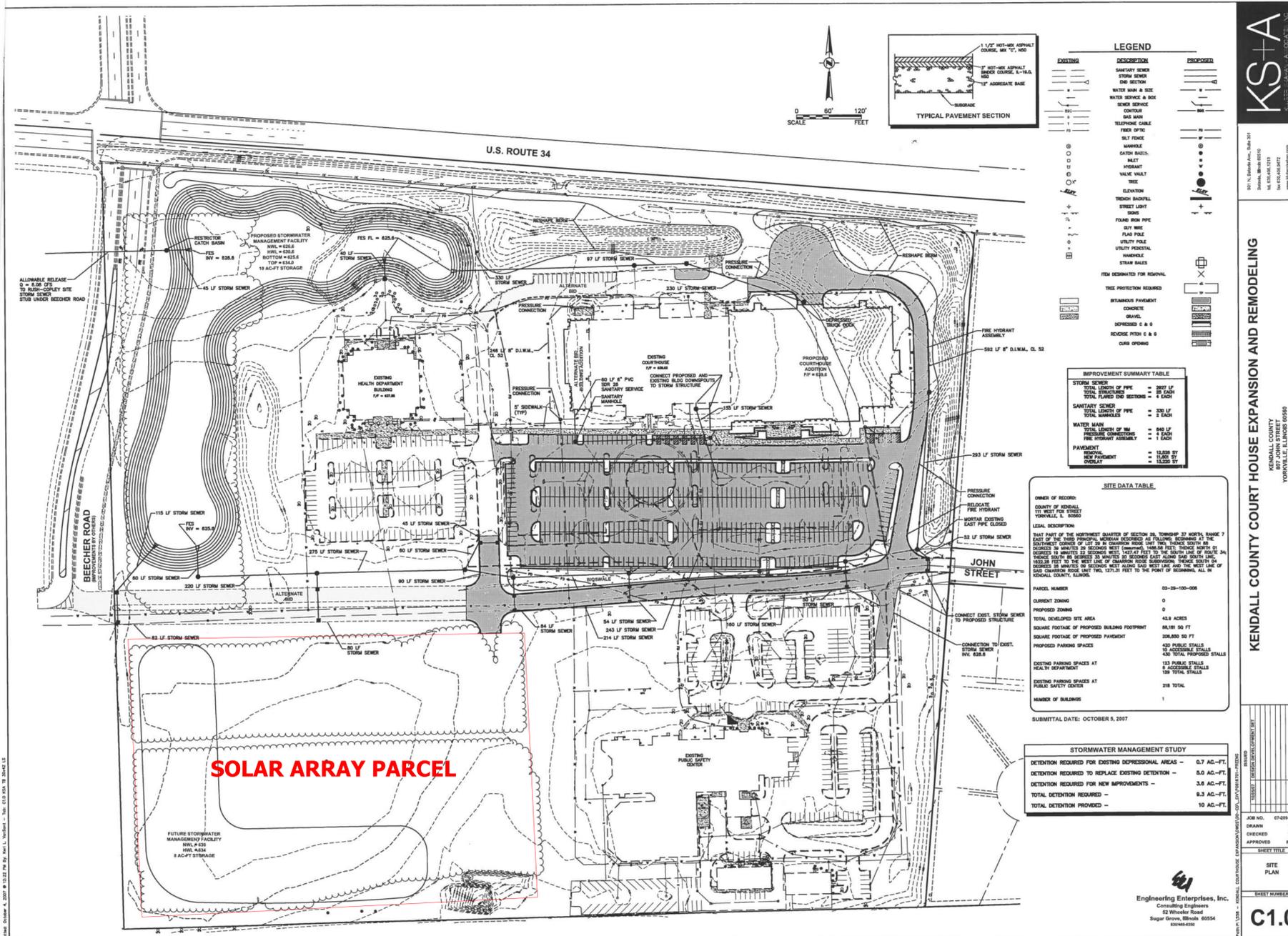
111 West Main Street, Room 202  
Yorkville, Illinois 62450 1400  
618.932.0000

# Property Legal Description

DESCRIPTION OF PROPERTY SURVEYED:

THAT PART OF THE NORTH-WEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTH-WEST CORNER OF THE TRACT CONVEYED TO THE KENDALL COUNTY PUBLIC BUILDING COMMISSION BY THE TRUSTEE'S DEED RECORDED NOVEMBER 17, 1989 AS DOCUMENT NUMBER 896707; THENCE NORTH 01° 14' 11" WEST, ALONG THE EAST LINE OF RUSH-COPLY HEALTHCARE CENTER, 15.0 FEET; THENCE NORTH 88° 29' 47" EAST, PARALLEL WITH THE SOUTH LINE OF SAID BUILDING COMMISSION TRACT, 12.50 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88° 29' 47" EAST, PARALLEL WITH SAID SOUTH LINE, 615.74 FEET; THENCE NORTH 01° 30' 13" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 525.0 FEET; THENCE SOUTH 88° 29' 47" WEST, PARALLEL WITH SAID SOUTH LINE, 600.79 FEET; THENCE SOUTH 01° 14' 11" EAST, 22.17 FEET; THENCE SOUTH 88° 45' 49" WEST, 12.50 FEET; THENCE SOUTH 01° 14' 11" EAST, 502.89 FEET TO THE POINT OF BEGINNING IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

**\*THIS BUILDING PERMIT PLAN SET IS TO FOLLOW ALL OF THE REQUIREMENTS STATED IN THE SPECIAL USE PERMIT AS WELL AS ANY APPLICABLE BUILDING CODES.**



### LEGEND

EXISTING	DESCRIPTION	PROPOSED
[Symbol]	SAWTOOTH SEWER	[Symbol]
[Symbol]	STORM SEWER	[Symbol]
[Symbol]	ONE SECTION	[Symbol]
[Symbol]	WATER MAIN & SIZE	[Symbol]
[Symbol]	WATER SERVICE & BOX	[Symbol]
[Symbol]	SEWER SERVICE	[Symbol]
[Symbol]	CONTAINERS	[Symbol]
[Symbol]	8\"/>	

### IMPROVEMENT SUMMARY TABLE

STORM SEWER	TOTAL LENGTH OF PIPE	= 2827 LF
	TOTAL MANHOLES	= 4 EACH
SANITARY SEWER	TOTAL LENGTH OF PIPE	= 330 LF
	TOTAL MANHOLES	= 2 EACH
WATER MAIN	TOTAL LENGTH OF PIPE	= 840 LF
	TOTAL MANHOLES	= 4 EACH
FIRE HYDRANT ASSEMBLY		= 1 EACH
PAVEMENT	REPAIR	= 12,000 SQ FT
	NEW PAVEMENT	= 12,000 SQ FT
	OVERLAY	= 12,000 SQ FT

### SITE DATA TABLE

OWNER OF RECORD:	KENDALL COUNTY
COUNTY OF RECORD:	KENDALL COUNTY
LEGAL DESCRIPTION:	THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH-WEST CORNER OF THE TRACT CONVEYED TO THE KENDALL COUNTY PUBLIC BUILDING COMMISSION BY THE TRUSTEE'S DEED RECORDED NOVEMBER 17, 1989 AS DOCUMENT NUMBER 896707; THENCE NORTH 01° 14' 11" WEST, ALONG THE EAST LINE OF RUSH-COPLY HEALTHCARE CENTER, 15.0 FEET; THENCE NORTH 88° 29' 47" EAST, PARALLEL WITH THE SOUTH LINE OF SAID BUILDING COMMISSION TRACT, 12.50 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88° 29' 47" EAST, PARALLEL WITH SAID SOUTH LINE, 615.74 FEET; THENCE NORTH 01° 30' 13" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 525.0 FEET; THENCE SOUTH 88° 29' 47" WEST, PARALLEL WITH SAID SOUTH LINE, 600.79 FEET; THENCE SOUTH 01° 14' 11" EAST, 22.17 FEET; THENCE SOUTH 88° 45' 49" WEST, 12.50 FEET; THENCE SOUTH 01° 14' 11" EAST, 502.89 FEET TO THE POINT OF BEGINNING IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.
PANEL NUMBER:	00-20-100-006
CURRENT ZONING:	0
PROPOSED ZONING:	0
TOTAL DEVELOPING SITE AREA:	48.8 ACRES
SQUARE FOOTAGE OF PROPOSED BUILDING FOOTPRINT:	141,800 SQ FT
SQUARE FOOTAGE OF PROPOSED PAVEMENT:	20,800 SQ FT
PROPOSED PARKING SPACES:	420 PUBLIC STALLS 12 ACCESSIBLE STALLS
EXISTING PARKING SPACES AT HEALTH DEPARTMENT:	123 PUBLIC STALLS 12 ACCESSIBLE STALLS
EXISTING PARKING SPACES AT PUBLIC SAFETY CENTER:	218 TOTAL
NUMBER OF BUILDINGS:	1
SUBMITTAL DATE:	OCTOBER 5, 2007

### STORMWATER MANAGEMENT STUDY

DETENTION REQUIRED FOR EXISTING DEPRESSIONAL AREAS	= 0.7 AC.-FT.
DETENTION REQUIRED TO REPLACE EXISTING DETENTION	= 5.0 AC.-FT.
DETENTION REQUIRED FOR NEW IMPROVEMENTS	= 3.8 AC.-FT.
TOTAL DETENTION REQUIRED	= 9.5 AC.-FT.
TOTAL DETENTION PROVIDED	= 10 AC.-FT.

**KS+A**  
 CONSULTING ENGINEERS, ARCHITECTS & PLANNERS  
 901 N. BROADWAY, SUITE 201  
 YORKVILLE, ILLINOIS 62458  
 TEL: 618.464.1111  
 FAX: 618.464.1112  
 WWW.KS+A.COM  
**KENDALL COUNTY HOUSE EXPANSION AND REMODELING**  
 KENDALL COUNTY  
 YORKVILLE, ILLINOIS 62458  
 SHEET NUMBER  
**C1.0**

## Kendall Co. Ground Mount Solar

111 West Fox Street, Yorkville, IL 60560

(6,240) Yingli 335 Watt Modules  
 (20) CPS SCA100KTL-D0/US-600 100 kW Inverters  
 DC Nameplate Rating: 2,090.4 kW  
 AC Nameplate Rating: 2,000.0 kW  
 AC/DC Ratio: 1.05

### SHEET INDEX

1	COVER PAGE / SITE OVERVIEW
2	EQUIPMENT LAYOUT & POWER DISTRIBUTION
3	LANDSCAPE & MISC. DETAILS
4	ELECTRICAL SINGLE-LINE DIAGRAM
5	SAFETY LABELING
6	EQUIPMENT DATASHEETS

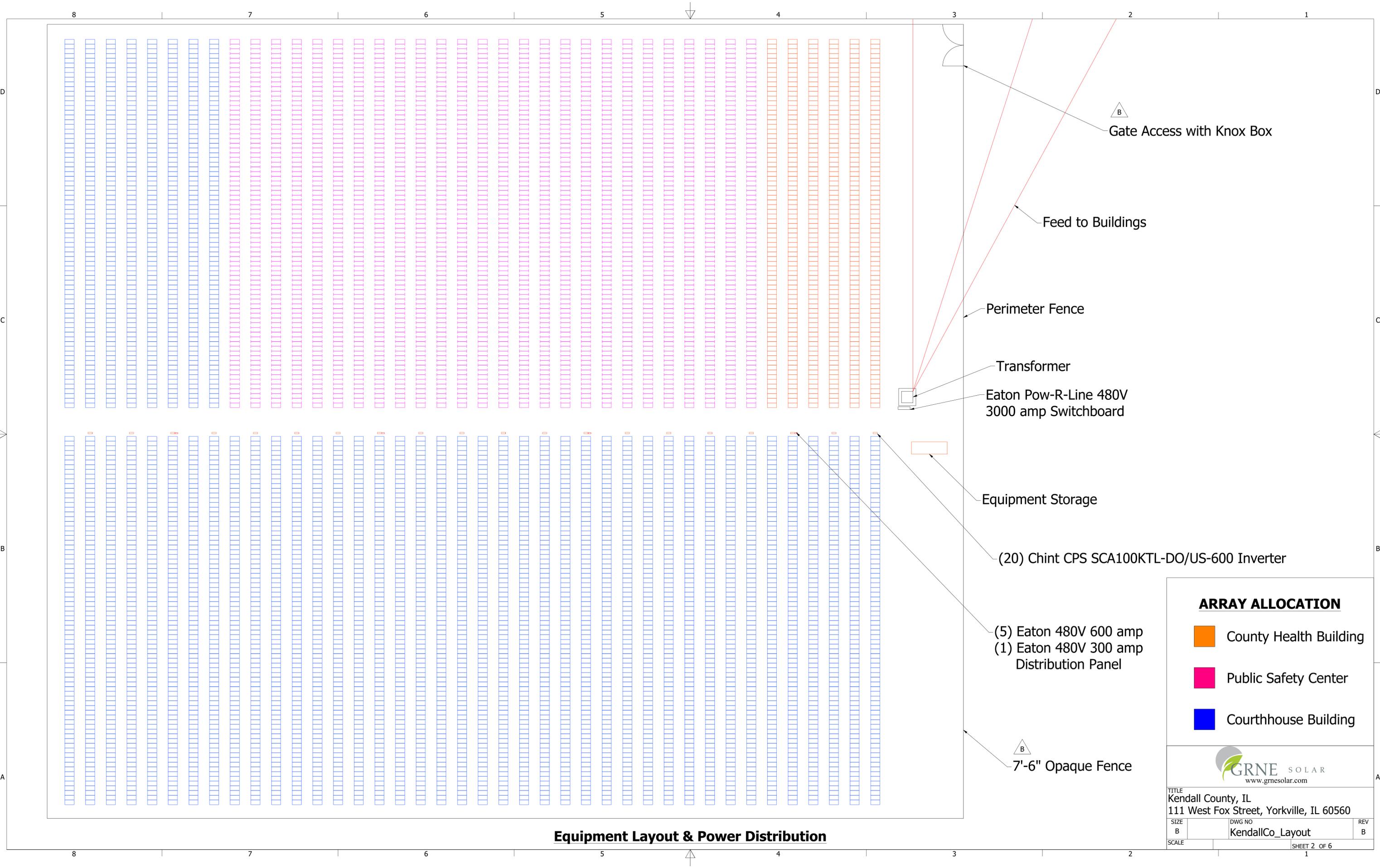


Eric Peterman  
 eric@grnesolar.com  
 # PV-042217-015550

www.grnesolar.com

TITLE  
**Kendall County, IL**  
 111 West Fox Street, Yorkville, IL 60560

SIZE B	DWG NO KendallCo_Layout	REV B
SCALE	SHEET 1 OF 6	



Gate Access with Knox Box

Feed to Buildings

Perimeter Fence

Transformer

Eaton Pow-R-Line 480V  
3000 amp Switchboard

Equipment Storage

(20) Chint CPS SCA100KTL-DO/US-600 Inverter

(5) Eaton 480V 600 amp  
(1) Eaton 480V 300 amp  
Distribution Panel

7'-6" Opaque Fence

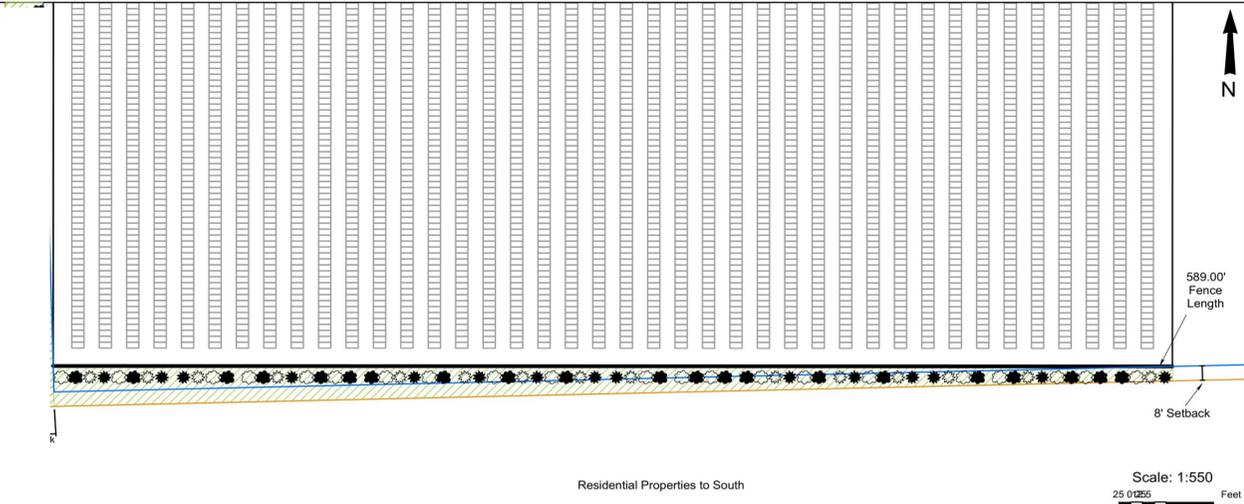
**ARRAY ALLOCATION**

- County Health Building
- Public Safety Center
- Courthouse Building



TITLE Kendall County, IL 111 West Fox Street, Yorkville, IL 60560		
SIZE B	DWG NO KendallCo_Layout	REV B
SCALE	SHEET 2 OF 6	

**Equipment Layout & Power Distribution**

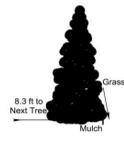


GRNE Solar  
Kendall County  
Solar Project

Landscape  
Plan  
03/15/2019

**Project Description Proposed Landscaping**

- 7-6" High Opaque Fence
- Modules
- Project Boundary
- Inside of 8' Buffer (Setback)
- Parcel Boundaries
- Evergreen Trees
- Ornamental Trees
- Grass



**Tree Detail**

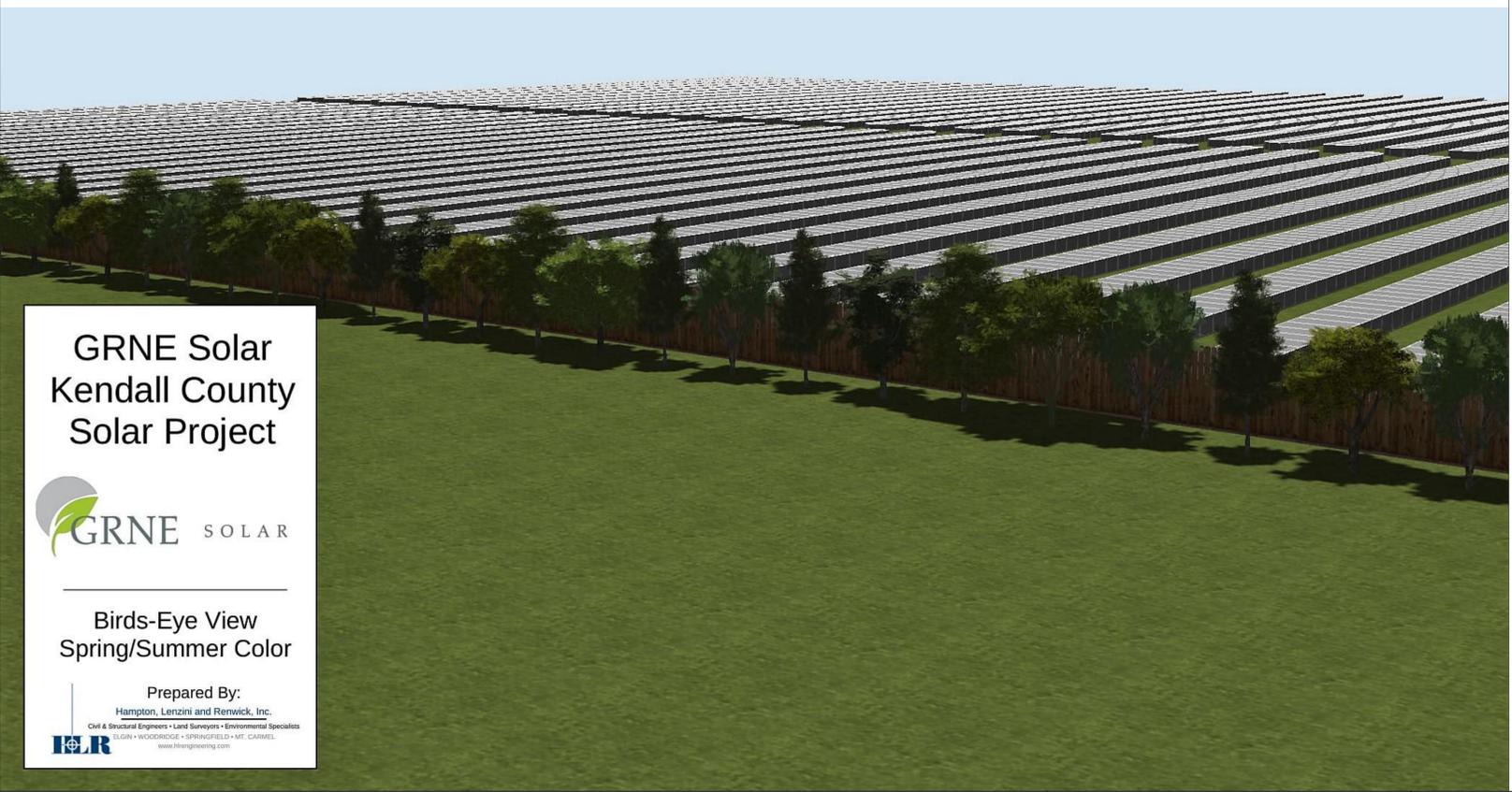
- 1) Three inches of mulch surrounding plantings.
- 2) Area in between trees will be grass (DOT Class 1 Lawn Mixture or comparable).
- 3) Mulch is not to be placed against the trunk of the tree.

**Landscape Notes**

1. Trees shall be typical of their variety or species, shall have a normal growth of spread and height, and shall be sound, healthy, vigorous, free of disease, insect pests and larvae, with well-developed root systems. Items broken major branches, or badly bruised or damaged bark, are not acceptable.
2. Trees shall be balled and burlapped, with firm, natural balls of earth. The balls shall be dug according to current nursery practices for sufficient depth and width to include adequate fibrous and feeding roots. No tree shall be accepted if the ball is broken before or during planting operations.
3. Trees shall be set plumb in center of the planting hole at same elevation as adjacent finished landscape grades. When set, additional topsoil backfill is to be placed around the base and sides of the root ball, and each layer worked to settle backfill and eliminate voids and air pockets. If balled and burlapped, burlap shall be removed from sides of balls and retained on bottom.
4. Plant material shall be grown in nurseries from the central or northern Illinois region.
5. Spade harvested and transplanted plants shall meet all the requirements for field grown trees. Root ball diameters shall be of similar size as the ANSI Z60.1 requirements for balled and burlapped plants. Trees shall be harvested prior to leafing out (bud break) in the spring or during the fall planting period except for plants known to be considered as fall planting hazards. Plants that are fall planting hazards shall only be harvested prior to leafing out in the spring. Trees shall be moved and planted within 48 hours of the initial harvesting and shall remain in the spade machine until planted.
6. Install 4" minimum top soil to all planting areas, contractor is responsible for fine grading of planting areas. Remove stones, sticks, and debris larger than 1".
7. All installed trees to be mulched with 3" depth of partially decomposed hardwood mulch over weed barrier.
8. Guarantee all work for a period of one year beginning at the date of acceptance. Make all replacements promptly as per direction of owner.
9. Water and maintain all plant materials, until initial acceptance.
10. Coordinate installation with work of other sections.
11. Notification of JULIE, 811, is required for all planting areas. The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the local utility locator service.



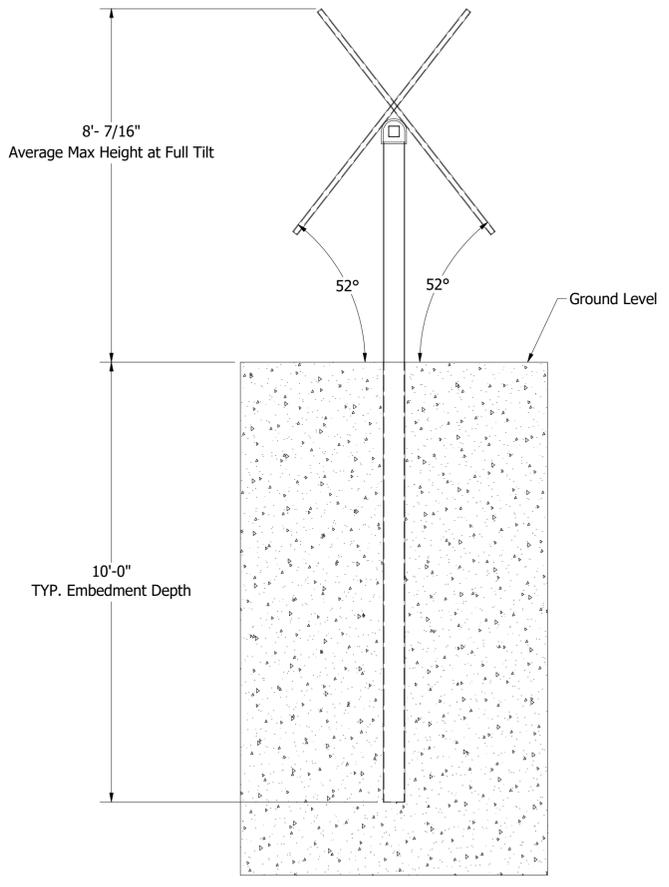
ID Species	Common Name	Quantity	Install Height
1 Acer tataricum subsp ginnala sp.	Amur maple	8	6'
2 Cercis canadensis	Eastern redbud	9	6'
3 Cornus mas	Cornelian cherry dogwood	16	6'
4 Malus x 'Red Splendor'	Red Splendor crabapple	8	6'
5 Picea glauca var. densata	Black Hills spruce	20	8'
6 Pinus flexilis 'Vanderwolf'	Vanderwolf limber pine	20	8'
7 Syringa reticulata sp.	Japanese tree lilac	16	6'
<b>Total:</b>		<b>97</b>	



**GRNE Solar  
Kendall County  
Solar Project**

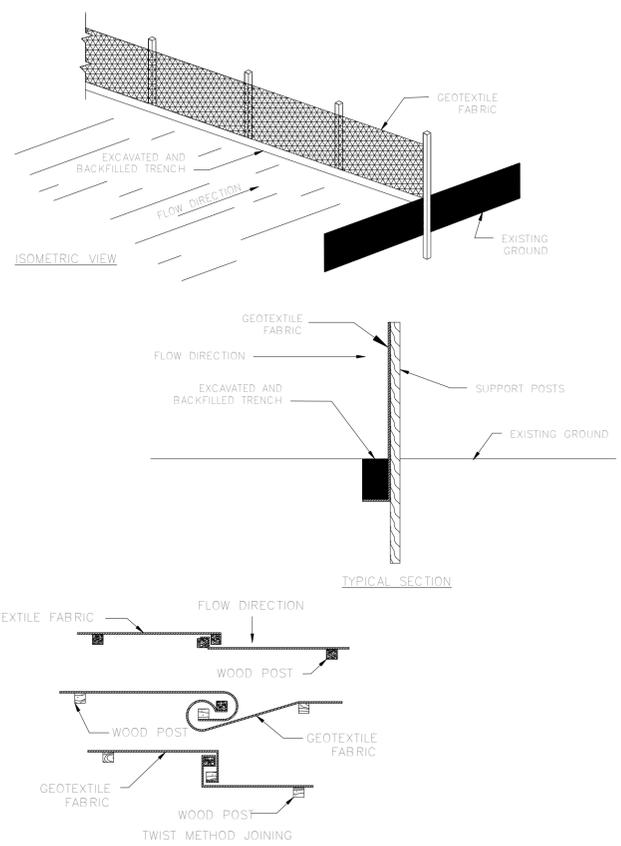
Birds-Eye View  
Spring/Summer Color

Prepared By:  
Hampton, Lenzini and Renwick, Inc.  
Civil & Structural Engineers • Land Surveyors • Environmental Specialists  
ELGIN • WOODBRIDGE • SPRINGFIELD • MT. CARMEL  
www.hlrengineering.com



**Embedment Cross-Section**

**Stormwater Prevention Plan Detail**

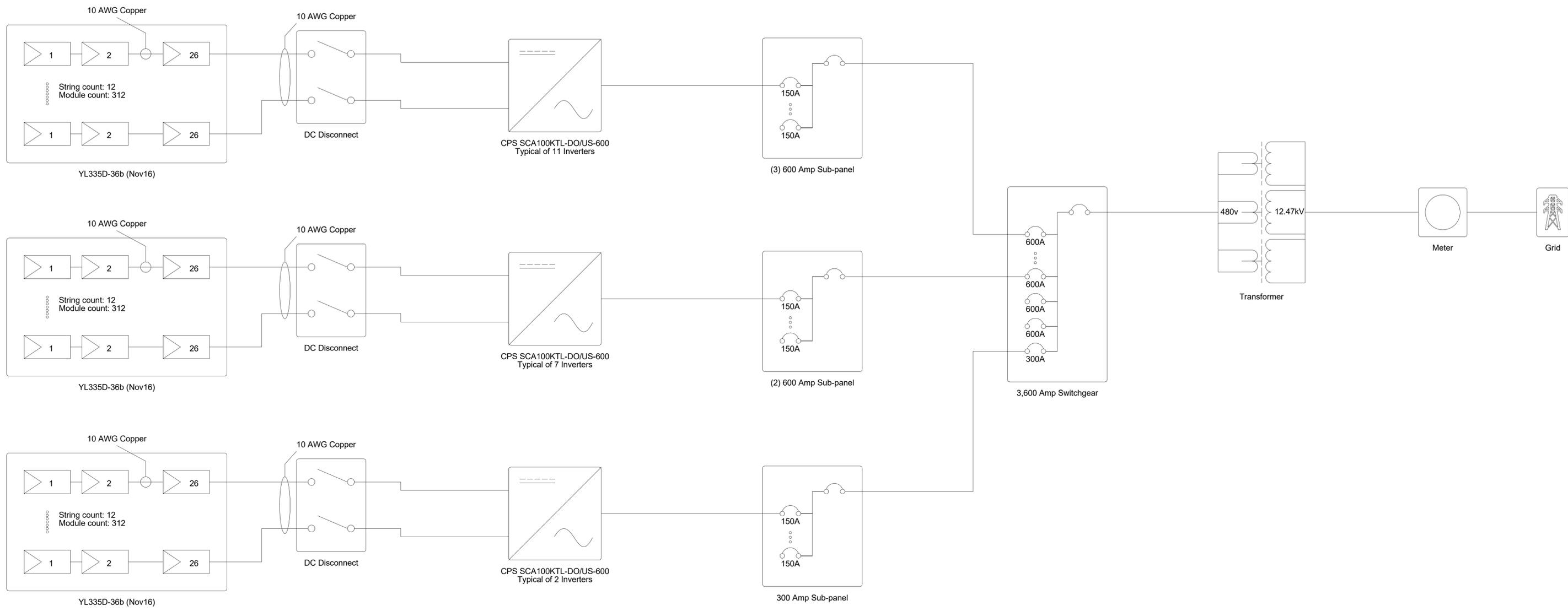


- Erosion Control Plan:**
1. Every effort will be made during construction to minimize the disturbance of surface soil and vegetation. Once construction is complete, vegetated areas will be reseeded.
  2. Soil erosion and water runoff will be mitigated through the use of silt barriers and catch basins during construction. Once construction is complete, all will be re-vegetated and silt/runoff protection removed.
  3. Silt fence will be used in areas where vegetation has been removed to prevent soil erosion and minimize the effects of soil runoff.
  4. See above detail for proper silt fence installation.
  5. A stormwater prevention plan or SPP will be submitted on request.

www.gmesolar.com

TITLE  
Kendall County, IL  
111 West Fox Street, Yorkville, IL 60560

SIZE B	DWG NO KendallCo_Layout	REV B
SCALE 1 / 25	SHEET 3 OF 6	



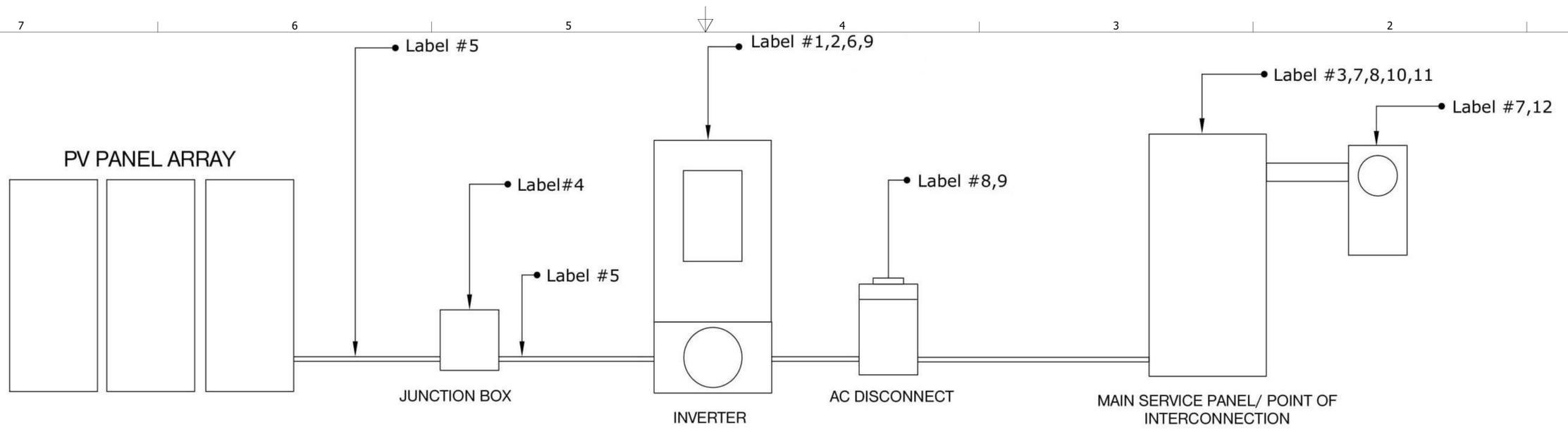
Module Specifications	
6240x Yingli YL335D-36b (Nov16)	
STC Rating	335 W
Vmp	37.6 V
Imp	8.91 A
Voc	46.9 V
Isc	9.32 A

Inverter Specifications	
20x Chint CPS SCA100KTL-DO/US-600 (Feb18)	
Max AC Power Rating	100 kW
Max Input Voltage	1,500 V
Min AC Power Rating	0 W
Min Input Voltage	860 V

# Electrical Single-line Diagram

  
 www.gmesolar.com

TITLE		
Kendall County, IL		
111 West Fox Street, Yorkville, IL 60560		
SIZE	DWG NO	REV
B	KendallCo_Layout	B
SCALE	SHEET 4 OF 6	



NOTE: THIS IS A GENERIC DIAGRAM INTENDED FOR THE LOCATION OF WARNING LABELS. NOT ALL EQUIPMENT DEPICTED HERE MAY BE A PART OF THIS PROJECT, OR IN THIS ORDER

<p>#1</p> <p>TO BE LOCATED ON DC DISCONNECT</p>	<p>#4</p> <p>TO BE LOCATED ON JUNCTION BOX</p>	<p>#7</p> <p>TO BE LOCATED ON EXTERIOR OF MAIN ELECTRICAL PANEL AND METER</p>	<p>#10</p> <p>TO BE LOCATED AT BAKFED BREAKER</p>	<p>#12</p> <p>TO BE LOCATED ON METER, OR 3' FROM SERVICE DISCONNECTING MEANS METER</p>
<p>#2</p> <p>TO BE LOCATED ON DC DISCONNECT</p>	<p>#5</p> <p>TO BE APPLIED TO ALL INTERIOR AND/OR EXTERIOR CONDUIT AND RACEWAYS EVERY 10 FEET, AT TURNS AND ABOVE AND OR/BELOW ALL PENETRATIONS</p>	<p>#8</p> <p>TO BE LOCATED ON AC DISCONNECT, AC BREAKER</p>	<p>#11</p> <p>TO BE LOCATED AT MAIN SERVICE PANEL</p>	
<p>#3</p> <p>TO BE LOCATED ON AC DISCONNECT, AC BREAKER</p>	<p>#6</p> <p>TO BE LOCATED ON DC DISCONNECT</p>	<p>#9</p> <p>EXTERIOR AC DISCONNECT OR INVERTER IF OUTSIDE</p>		

## Warning/Safety Label Diagram

www.grnesolar.com

TITLE		
Kendall County, IL		
111 West Fox Street, Yorkville, IL 60560		
SIZE	DWG NO	REV
B	KendallCo_Layout	B
SCALE	SHEET 5 OF 6	

**YINGLI SOLAR**

**YLM 72 CELL 1500V**

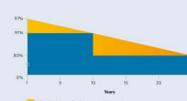


**19.9% CELL EFFICIENCY**

**10 YEAR PRODUCT WARRANTY**

**0-5W POWER TOLERANCE**

**25 Years Linear Warranty**



**YINGLISOLAR.COM**

**YINGLI SOLAR**  
Power Your Life

**HIGH VOLTAGE LESS SYSTEM COST**

With a maximum system voltage of 1500 volts, the next generation YLM 1500V Series Modules reduce balance-of-system costs and increase system-level energy yield in large-scale power plants.

**Costing Saving**  
As YLM 1500V Series modules are allowing more modules per string the balance-of-system costs are reduced by less required combiner boxes, fuses and cables in large-scale projects.

**Increased Energy Yield**  
By the higher system voltage line losses in cabling are reduced and the inverter efficiency is increased. This results in an up to 2% higher yield.

**High Power Density**  
High conversion efficiency and more power output per square meter.

**Durability**  
Durable PV modules, independently tested for harsh environmental conditions such as exposure to salt mist, ammonia and known PID risk factors.

**Yingli Green Energy**  
Yingli Green Energy Holding Company Limited (NYSE: YGE), known as "Yingli Solar" is one of the world's leading solar panel manufacturers with the mission to provide affordable green energy for all. Deploying more than 17 GW solar panels worldwide, Yingli Solar makes solar power possible for communities everywhere by using our global manufacturing and logistics expertise to address unique local challenges.

**YLM 72 CELL 1500V**

**ELECTRICAL PERFORMANCE**

Electrical parameters at Standard Test Conditions (STC)

Module type	YLM72-360 1500V (Max-P <sub>max</sub> )					
Power output	P <sub>max</sub>	W	350	345	340	335
Power output tolerances	ΔP <sub>max</sub>	W	±0.5			
Module efficiency	η <sub>m</sub>	%	18.0	17.7	17.5	17.0
Voltage at P <sub>max</sub>	V <sub>mp</sub>	V	38.6	38.3	37.9	37.2
Current at P <sub>max</sub>	I <sub>mp</sub>	A	9.07	9.02	8.97	8.86
Open-circuit voltage	V <sub>oc</sub>	V	48.0	47.7	47.3	46.6
Short-circuit current	I <sub>sc</sub>	A	9.41	9.38	9.35	9.29

STC: 1000W/m<sup>2</sup> irradiance, 25°C module temperature, AM1.5g spectrum according to EN 60904-3. Average relative efficiency reduction of 3.3% at 3300W/m<sup>2</sup> according to EN 60904-1.

Electrical parameters at Nominal Operating Cell Temperature (NOCT)

Module type	YLM72-360 1500V (Max-P <sub>max</sub> )					
Power output	P <sub>max</sub>	W	255.3	251.7	248.0	244.4
Voltage at P <sub>max</sub>	V <sub>mp</sub>	V	35.2	34.9	34.6	34.0
Current at P <sub>max</sub>	I <sub>mp</sub>	A	7.26	7.22	7.18	7.09
Open-circuit voltage	V <sub>oc</sub>	V	44.3	44.0	43.7	43.0
Short-circuit current	I <sub>sc</sub>	A	7.61	7.58	7.56	7.51

NOCT: open-circuit module operation temperature at 800W/m<sup>2</sup> irradiance, 20°C ambient temperature, 1m/s wind speed.

**THERMAL CHARACTERISTICS**

Parameter	NOCT	°C	Value
Nominal operating cell temperature	NOCT	°C	46 +/- 2
Temperature coefficient of P <sub>max</sub>	γ	%/°C	-0.42
Temperature coefficient of V <sub>oc</sub>	β <sub>voc</sub>	%/°C	-0.32
Temperature coefficient of I <sub>sc</sub>	α <sub>isc</sub>	%/°C	0.05

**OPERATING CONDITIONS**

Max. system voltage	1500V <sub>dc</sub>
Max. series fuse rating	15A
Limiting reverse current	15A
Operating temperature range	-40°C to 85°C
Max. static load, front (e.g., snow)	5400Pa
Max. static load, back (e.g., wind)	2400Pa
Max. hailstone impact (diameter / velocity)	25mm / 23m/s
Module fire performance	Type 1

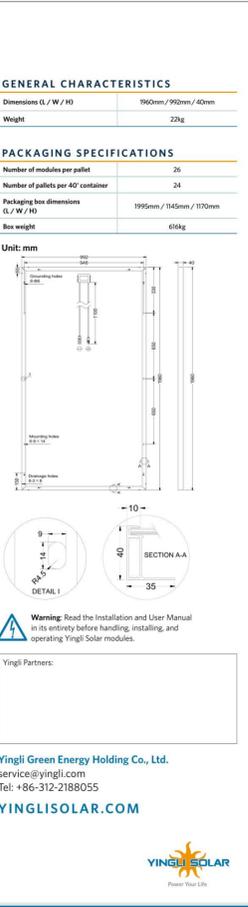
**CONSTRUCTION MATERIALS**

Front cover (material / thickness)	low-iron tempered glass / 3.2mm
Cell quantity / material / dimensions / number of busbars	72 / monocrystalline silicon / 156.75mm x 156.75mm (+/-0.25) / 4 or 5
Frame (material)	anodized aluminum alloy
Junction box (protection degree)	≥ IP67
Cable length / cross-sectional area	1100mm / 4mm <sup>2</sup>
Plug connector (type / protection degree)	MC4 / IP68 or Amphenol H4 / IP68 or Farnel SK56 / IP68 or Buhse RH05-8 / IP67

**QUALIFICATIONS & CERTIFICATES**

UL1703, ISO 9001:2008, ISO 14001:2004, BS OHSAS 18001:2007, PV Cycle, SA 8000

Yingli Green Energy Holding Co., Ltd. [www.yinglisolar.com](http://www.yinglisolar.com)  
Tel: +86-312-2188055



**CPS** Preliminary Datasheet

**100/125kW, 1500Vdc String Inverters for North America**



**CPS SCH100/125KTL-DOU5-600**

The 100 & 125kW medium power CPS three phase string inverters are designed for ground mount applications. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiency at 98.8% peak and 98.5% CEC, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications. The CPS 100/125kW products ship with the standard wire-box, each fully integrated and separable with touch safe fusing, monitoring, and AC and DC disconnect switches. The CPS Flex Gateway enables communication, controls and remote product upgrades.

**Key Features**

- NEC 2014/17 compliant & UL listed Arc-Fault circuit protection
- Touch safe DC Fuse holders adds convenience and safety
- CPS Flex Gateway enables remote firmware upgrades
- Integrated AC & DC disconnect switches
- MPPT with 16 and 20 inputs for maximum flexibility
- Copper and Aluminum compatible AC connections
- NEMA Type 4X outdoor rated, tough tested enclosure
- Advanced Smart-Grid features (CA Rule 21 compatible)
- kVA Headroom to deliver full Active Power @ 0.95PF
- Generous 1.5 DC/AC Inverter Load Ratio
- Separable wire-box design for fast service
- Standard 10 year warranty with extensions to 20 years



100/125kW Standard Wire-box  
100/125kW Centralized Wire-box

Chint Power Systems America  
7060 Kull Center Parkway, Suite 218 Pleasanton, CA 94566  
Tel: 855-584-7168 Mail: AmericaSales@chintpower.com Web: www.chintpower.com

**Technical Data**

Model Name	CPS SCA100KTL-DOU5-600	CPS SCA125KTL-DOU5-600
<b>DC Input</b>		
Max. PV Power	150kW	187.5kW
Max. DC Input Voltage	1500V	1500V
Operating DC Input Voltage Range	860-1450Vdc	860-1450Vdc
Start-up DC Input Voltage / Power	900V / 250W	900V / 250W
Number of MPPT Trackers	1	1
MPPT Voltage Range	220A	870-1300Vdc
Max. PV Input Current (Isc x1.25)	275A	275A
Number of DC Inputs / per MPPT	16 inputs / per MPPT	20 inputs / per MPPT
Number of DC Disconnection Type	Load rated AC switch	Load rated AC switch
DC Surge Protection	Type II MOV, Up=2.5kV, In=20kA(8/20us)	Type II MOV, Up=2.5kV, In=20kA(8/20us)
<b>AC Output</b>		
Rated AC Output Power	100kW	125kW
Max. AC Output Power <sup>1</sup>	100kVA (111kVA @ PF=0.9)	125kVA (132kVA @ PF=0.95)
Rated Output Voltage	600vac	600vac
Output Voltage Range <sup>2</sup>	528-660vac	528-660vac
Grid Connection Type <sup>3</sup>	3Φ / PE / (N optional) Wye or Delta	3Φ / PE / (N optional) Wye or Delta
Nominal AC Output Current @600vac	106.9A	127.2A
Rated Output Frequency	60Hz	60Hz
Output Frequency Range <sup>4</sup>	57-63Hz	57-63Hz
Power Factor	>0.99 (±0.8 adjustable)	>0.99 (±0.8 adjustable)
Current THD	<3%	<3%
AC Disconnection Type	Load rated AC switch	Load rated AC switch
AC Surge Protection	Type II MOV, Up=2.5kV, In=20kA(8/20us)	Type II MOV, Up=2.5kV, In=20kA(8/20us)
<b>System</b>		
Topology	Transformerless	Transformerless
Max. Efficiency	98.8%	98.8%
CEC Efficiency	98.5%	98.5%
Stand-by / Night Consumption	<2W	<2W
<b>Environment</b>		
Enclosure Protection Degree	NEMA Type 4X	NEMA Type 4X
Cooling Method	Variable speed cooling fans	Variable speed cooling fans
Operating Temperature Range	-22°F to +140°F / -30°C to +60°C (derating from +113°F / +45°C)	-22°F to +140°F / -30°C to +60°C (derating from +113°F / +45°C)
Non-Operating Temperature Range <sup>5</sup>	-40°F to +158°F / -40°C to +70°C maximum <sup>6</sup>	-40°F to +158°F / -40°C to +70°C maximum <sup>6</sup>
Operating Humidity	0-95%, non-condensing	0-95%, non-condensing
Operating Altitude	8200ft / 2500m (no derating)	8200ft / 2500m (no derating)
Audible Noise	<65dBA@1m and 25°C	<65dBA@1m and 25°C
<b>Display and Communication</b>		
User Interface and Display	LED, WiFi + APP	LED, WiFi + APP
Inverter Monitoring	Modbus RS485, PLC Option	Modbus RS485, PLC Option
Site Level Monitoring	CPS Flex Gateway (1 per 32 inverters)	CPS Flex Gateway (1 per 32 inverters)
Modbus Data Mapping	SunSpec/CPS	SunSpec/CPS
Remote Diagnostics/Firmware Upgrade Functions	Standard	Standard
<b>Mechanical</b>		
Dimensions (WxHxD)	45.28x24.25x9.84in (1150x616x250mm) with Standard Wire-box 39.37x24.25x9.84in (1000x616x250mm) with Centralized Wire-box	45.28x24.25x9.84in (1150x616x250mm) with Standard Wire-box 39.37x24.25x9.84in (1000x616x250mm) with Centralized Wire-box
Weight	Inverter: 121lbs / 55kg; Wire-box: 55lbs / 25kg (standard); 33lbs / 15kg (centralized)	Inverter: 121lbs / 55kg; Wire-box: 55lbs / 25kg (standard); 33lbs / 15kg (centralized)
Mounting/Installation Angle	15 - 90 degrees from horizontal (vertical, angled)	15 - 90 degrees from horizontal (vertical, angled)
AC Termination <sup>7</sup>	M8 Stud Type Terminal Block (Wire range: R6 - 30AWG CU/AL <sup>8</sup> , Lugs not supplied)	M8 Stud Type Terminal Block (Wire range: R6 - 30AWG CU/AL <sup>8</sup> , Lugs not supplied)
DC Termination	Screw Clamp Fuse Holder (Wire range: 14AWG - 13AWG CU) - Standard Wire-box Screw Clamp Fuse Holder (Wire range: 14WG - 250kcmil CU/AL, Lugs not supplied) - Centralized Wire-box	Screw Clamp Fuse Holder (Wire range: 14AWG - 13AWG CU) - Standard Wire-box Screw Clamp Fuse Holder (Wire range: 14WG - 250kcmil CU/AL, Lugs not supplied) - Centralized Wire-box
Fused String Inputs (5 per MPPT)	15A fuses provided (Fuse values up to 30A acceptable)	15A fuses provided (Fuse values up to 30A acceptable)
<b>Safety</b>		
Safety and EMC Standard	UL1741SA-2016 <sup>9</sup> , UL1699B, CSA-C22.2 NO.107.1-01, IEEE1547a-2014, FCC PART15	UL1741SA-2016 <sup>9</sup> , UL1699B, CSA-C22.2 NO.107.1-01, IEEE1547a-2014, FCC PART15
Grid Standard <sup>10</sup>	IEEE 1547a-2014, CA Rule 21 <sup>11</sup>	IEEE 1547a-2014, CA Rule 21 <sup>11</sup>
Smart-Grid Features	Voltage-Ride Thru, Frequency-Ride Thru, Soft-Start, Volt-Var, Frequency-Watt	Voltage-Ride Thru, Frequency-Ride Thru, Soft-Start, Volt-Var, Frequency-Watt
<b>Warranty</b>		
Standard	10 years	10 years
Extended Terms	15 and 20 years	15 and 20 years

<sup>1</sup> Max. AC Apparent Power rating valid within MPPT voltage range and temperature range of 30°C to +60°C (25°F to +140°F) for 10000h PV 20A and 12500h PV 20A.  
<sup>2</sup> The "Output Voltage Range" and "Output Frequency Range" may differ according to the specific grid standard.  
<sup>3</sup> The "Output Voltage Range" and "Output Frequency Range" may differ according to the specific grid standard.  
<sup>4</sup> The "Output Voltage Range" and "Output Frequency Range" may differ according to the specific grid standard.  
<sup>5</sup> The "Non-Operating Temperature Range" may differ according to the specific grid standard.  
<sup>6</sup> The "Non-Operating Temperature Range" may differ according to the specific grid standard.  
<sup>7</sup> The "AC Termination" and "DC Termination" may differ according to the specific grid standard.  
<sup>8</sup> The "AC Termination" and "DC Termination" may differ according to the specific grid standard.  
<sup>9</sup> UL requires a UL-listed compression lug or terminal adapter.  
<sup>10</sup> CA requires a UL-listed compression lug or terminal adapter.  
<sup>11</sup> CA requires a UL-listed compression lug or terminal adapter.

**ARRAY TECHNOLOGIES**

**DuraTrack HZ v3**

**RELIABILITY IS POWER.**

**167X**  
fewer components than competitive trackers

**99.996%**  
Uptime Reliability

**THE MOST RELIABLE TRACKER UNDER THE SUN**

**HIGHEST POWER DENSITY.**  
Higher density means more power and more profit. DuraTrack HZ v3 offers the unique ability to maximize the power density of each site, boasting 6% more density than our closest competitor.

**LEADING TERRAIN ADAPTABILITY.**  
Uneven terrain? Hill yes! Our flexibly linked architecture, with articulating driveline joints and forgiving tolerances, create the most adaptable system in market for following natural land contours and creates the greatest power generation potential from every site.

**FEWER COMPONENTS. GREATER RELIABILITY.**  
Less is more. Array was founded on a philosophy of engineered simplicity. Minimizing potential failure points (167 times fewer components than competitors), DuraTrack HZ v3 consistently delivers higher reliability and an unmatched uptime of 99.996%.

**FAILURE-FREE WIND DESIGN.**  
DuraTrack HZ v3 was designed and field tested to withstand some of the harshest conditions on the planet. It is the only tracker on the market that reliably handles wind events with a fully integrated, fully automatic wind-load mitigation system.

**ZERO SCHEDULED MAINTENANCE.**  
Three decades of solar tracker system design, engineering and testing has resulted in uncompromising reliability. Maintenance-free motors and gears, fewer moving parts, and industrial-grade components means maintenance-free energy generation.

**COST VERSUS VALUE**  
We believe value is more than the cost of a tracking system. It's about building with forgiving tolerances and fewer parts so construction crews can work efficiently. It means protecting your investment with a failure-free wind management system. It also includes increasing power density. Most of all, value is measured in operational uptime, or reliability. Ours is 99.996%... and we're still improving on it.

**THE GLOBAL LEADER IN RELIABILITY**  
Array has spent decades designing and perfecting the most reliable tracker on the planet. Fewer moving parts, stronger components and intelligent design that protects your investment in the harshest weather are but a few of the innovative differences that keep your system running flawlessly all day and you resting easy at night.

**STRUCTURAL & MECHANICAL FEATURES/SPECIFICATIONS**

Tracking Type	Horizontal single axis
kW per Drive Motor	Up to 907 kW DC using 360W crystalline
String Voltage	Up to 1,500V DC
Maximum Linked Rows	28
Maximum Row Size	80 modules (crystalline, 1,000V DC) & 90 modules (crystalline, 1,500V DC)
Drive Type	Rotating gear drive
Motor Type	2 HP, 3 PH, 480V AC
Motors per 1 MW AC	Less than 2
East-West / North-South Dimensions	Site / module specific
Array Height	54" standard, adjustable (46" min height above grade)
Ground Coverage Ratio (GCR)	Flexible, 28-45% typical, others supported on request
Terrain Flexibility	N-S tolerance: 0° - 8° standard, 15° optional Driveline: 40° in all directions
Modules Supported	Most commercially available, including frameless crystalline and thin film
Tracking Range of Motion	± 52° standard, ± 62° optional
Operating Temperature Range	-30°F to 140°F (-34°C to 55°C)
Module Configuration	Single-in-portrait standard, Two-or-three in landscape (framed or frameless), four-in-landscape (thin film) also available.
Module Attachment	Single fastener, high-speed mounting clamps with integrated grounding. Traditional rails for crystalline in landscape, custom racking for thin film and frameless crystalline per manufacturer specs.
Materials	HDD steel and aluminum structural members
Allowable Wind Load (IBC 2012)	135 mph, 3-second gust exposure C
Wind Protection	Passive mechanical system relieves wind and obstruction damage - no power required

**ELECTRONIC CONTROLLER FEATURES/SPECIFICATIONS**

Solar Tracking Method	Algorithm with GPS input
Control Electronics	MCU plus Central Controller
Data Feed	MODBUS over Ethernet to SCADA system
Night-time Stop	Yes
Tracking Accuracy	± 2" standard, field adjustable
Backtracking	Yes

**INSTALLATION, OPERATION & MAINTENANCE**

PE Stamped Structural Calculations & Drawings	Yes
On-site Training & System Commissioning	Yes
Connection Type	Fully bolted connections, no welding
In-field Fabrication Required	No
Dry Slide Bearings & Articulating Driveline Connections	No lubrication required
Scheduled Maintenance	None required

**GENERAL**

Annual Power Consumption (kWh per 1 MW)	400 kWh per MW per year, estimated
Land Area Required per 1 MW	Approx. 5 to 5.75 acres per MW @ 33% GCR (site and design specific)
Energy Gain vs. Fixed-Tilt	Up to 20%, site specific
Warranty	10 year structural, 5 year drive & control components
Patent Numbers	US patent 8,459,249 US patent 9,281,778 US patent 9,581,678 B2 and patents pending
Codes and Standards	UL Certified (1783 & 2703)

REV 10/24/2017

**GRNE SOLAR**  
www.gmesolar.com

**TITLE**  
Kendall County, IL  
111 West Fox Street, Yorkville, IL 60560

<b>SCALE</b> B	<b>DWG NO</b> KendallCo_Layout	<b>REV</b> B
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**SHEET 6 OF 6**



GRNE Solar  
230 N Hicks Place  
Palatine, IL 60067

September 24, 2019

Krysti Barksdale-Noble  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560

RE: Ordinance No. 2018-77

Dear Krysti:

Regarding approved Ordinance No. 2018-77, we respectfully submit the following comments:

*Section 3 b. A seven foot and six inch (7'6") tall solid opaque fence made of a composite, vinyl or plastic material shall be installed along the entire perimeter of the solar farm.*

We respectfully request that we be able to install a wooden fence that is seven foot and six inch (7'6") tall along the entire perimeter of the solar farm.

*Section 3 e. The landscaping treatment as proposed along the southern fence line be continued along the west line of the property.*

We respectfully request that the landscaping treatment be limited to the southern fence line.

Thank you for your consideration in this matter.

Please feel free to contact me at [eric@grnesolar.com](mailto:eric@grnesolar.com) or 312-859-3417 with any questions or comments.

Sincerely,  
GRNE Solar

Eric Peterman





# Memorandum

To: Planning and Zoning Commission  
From: Jason Engberg, Senior Planner  
CC: Bart Olson, City Administrator  
Krysti Barksdale-Noble, Community Development Director  
Date: November 7, 2018  
Subject: **PZC 2018-07 GRNE Solar – Kendall County Government Campus**  
(Special Use)

## **BACKGROUND AND PROJECT DESCRIPTION:**

The applicant, GRNE Solar on behalf of Kendall County, is requesting special use permit approval to construct a freestanding solar farm at the Kendall County Government Center at 810 John Street. The solar farm is being proposed to be located on approximately 7.4 acres of vacant land at the southwest corner of the Kendall County Government Campus south of John Street. There are no plans to build on the 4.4 acre private storm water drainage facility near the intersection of Beecher Road and Route 34.

The subject property is currently zoned O Office District and the solar farm will be part of the existing Kendall County Government Center. Structures existing within the Center include the County Courthouse, County Jail, and the County Health Department. The solar farm site will be directly north of the Blackberry Woods residential subdivision in Yorkville.



**EXISTING CONDITIONS:**

The existing zoning and land use for properties surrounding the subject property are as indicated below:

	Zoning	Land Use
North	B-3 General Business District	Kendall Marketplace Shopping Center
South	R-2 Traditional Residential District	Single Family Homes   Blackberry Woods
East	O Office District	Kendall County Government Campus
West	B-3 General Business District	Rush Hospital

**ALTERNATIVE ENERGY SYSTEMS REGULATIONS:**

On November 25, 2014, the City Council approved a Zoning Ordinance update. As part of the updated Zoning Ordinance, specific zoning and regulatory criteria related to alternative energy systems were adopted. Chapter 19: Alternative Energy Systems of the approved new Zoning Ordinance identifies freestanding solar energy systems (FSES) as a special use within the all zoning districts and establishes regulations which were used in the review of this request.

The proposed solar farm is required to meet the setback standards for the O Office District as well as the provisions under the Freestanding Solar Energy Systems regulations. Table 10.07.01 of Chapter 7 in the City’s Zoning Ordinance provides dimensions and bulk regulations for the O Office District.

Section 19-7-C of the Yorkville Zoning Ordinance states that freestanding solar energy systems shall not be located within the required front yard or corner side yard. Additionally, Section 19-7-B of the Yorkville Zoning Ordinance states that all parts of any freestanding solar energy system shall be set back 8 feet from interior side and rear property lines.

The following table illustrates the minimum required yard setbacks for solar systems based upon the O Office District regulations and the Freestanding Solar Energy System requirements:

	Minimum Requirement	Proposed Setback
Front	30 feet	710 feet
Rear	8 feet	18 feet
Side (East)	8 feet	962 feet
Side (West)	20 feet	30 feet



***Distance from Residential Properties***

In addition to the shown setbacks, the petitioner has indicated on their plans that the boundary fence of the solar farm will be seventy-five (75) feet away from the property line of the nearest residential property (Blackberry Woods). The solar panels themselves will be an additional ten (10) feet from the closest residential property line for a total of eighty-five (85) feet from the nearest residential property line.

Staff has conducted research on the 10 residential properties in Blackberry Woods which are closest to the proposed development. Of the 10 properties, there are 8 existing single family homes and 2 vacant lots. The following table details the distances from the rear property line to the closest point on an existing home and the estimated overall distances from the proposed solar panels:

Address	Distance of Rear Yard Property Line to Existing Structure	Distance of Solar Panel to Existing Structure
927 N Carly Circle	65 feet	150 feet
937 N Carly Circle	80 feet	165 feet
957 N Carly Circle	72 feet	157 feet
967 N Carly Circle	61 feet	146 feet
977 N Carly Circle	82 feet	167 feet
987 N Carly Circle	84 feet	169 feet
997 N Carly Circle	63 feet	148 feet
1007 N Carly Circle	95 feet	180 feet
<b>AVERAGE:</b>	<b>75.25 feet</b>	<b>160.25 feet</b>



Several residents from the Blackberry Woods subdivision and its HOA voiced their concerns at the October 2, 2018 Economic Development Committee (EDC) meeting. The petitioner has met with the HOA separately to help address their concerns for the potential negative effects the solar farm may create.

For comparison and context, the submission from PZC 2018-08 BAP Power Corporation at Windmill Farms (reviewed in May 2018) proposed a similar solar farm which would have been an estimated three hundred and seventy (370) feet from the nearest residential property line as shown in the map below.



### ***Height***

The petitioner has submitted an exhibit illustrating that the height of the entire panel on the stand will not exceed seven feet and one inch (7'1") in height. Section 10-19-7-F states the maximum height will be stipulated as a special use condition. Section 10-19-7-D of the City's Zoning Ordinance, the minimum clearance between the lowest point of the system and the surface which the system is mounted is ten (10) feet. The exhibit shows a one foot seven inch (1'7") minimum clearance. The reason that the panels do not meet the stated regulation is because the petitioner wishes to keep the solar panels as low to the ground as possible for visual purposes and to avoid issues with their wind load rating. The petitioner has stated that the ten foot (10') standard would not meet any industry racking standards. By keeping the panels as low as possible to the ground, the perimeter fence will be tall enough to hide all of the panels.

Staff encountered this issue with the previous solar field proposal and we are aware of the current industry standards for height. It is our intention to propose a future text amendment to this section of the ordinance to meet current best practices. Therefore staff is not opposed to the required minimum clearance proposed.

### ***Glare***

Per Section 10-19-7-E of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the panels are to be placed such that the concentrated solar radiation or glare does not directed onto nearby properties or roadways. The petitioner has provided a glare study which indicates that no glare will be created by this type of system.

The study indicates that there are two common types of solar panel systems; Photovoltaic (PV) and Concentrated Solar Power (CSP). The petitioner is proposing a solar farm using a PV system. These

solar panels are constructed of dark color materials and covered with anti-reflective coatings. The main goal of a PV system is to absorb light and not reflect it. A CSP system utilizes mirrors to reflect light and heat water or other fluids to create steam that turns an electric generator. A common misconception of solar panels and glare comes from not understanding the difference between the two types of systems. At most, solar PV panels will reflect as little as 2% of incoming sunlight which is about the same as a body of water.

Additionally, the petitioner has provided the distance, in linear feet, of the solar farm to the nearest neighboring residential property line on the revised Site Plan. According to the plan, the nearest residential property to the solar farm will be approximately 75 feet away. The panels shall be placed to face east and rotate west to follow the path of the sun to collect the most sunlight throughout the day. It is not anticipated the system would cause glare to the adjacent buildings located to the south, as the units at maximum tilt will be pointed towards the east. It should be noted that the systems may be visible from the adjacent homes from the second story's vantage point and the Rush Copley Hospital campus.

### ***Fencing***

The petitioner originally proposed a six (6) foot chain link fence to surround the perimeter of the solar farm. As stated in Section 10-17-2-F a fence may be a maximum of six (6) feet in height in the corner side yard and rear yard except in a rear yard which is adjacent to residential uses, the maximum height is then eight (8) feet. This section of the code also states that galvanized chain link is not a permitted material but vinyl coated chain link fence is permitted.

After staff review, the petitioner was advised to make the entire fence the maximum of eight feet (8') in height and 100% opaque. The petitioner has proposed a seven foot and six inch (7'6") tall fence around the entire solar farm. In terms of materials, the southern portion of the fence will be completely opaque treated wood and the western, northern, and eastern sections will be vinyl coated chain link.

The reasoning for their submission can be seen in the attached letter from the Kendall County Sheriff's Office. The Sheriff's Office expressed concerns of not obstructing a view across the Government Center by requiring a solid fence surrounding the entire solar farm. They stated that a solid fence along the south boundary is acceptable but the rest of the enclosure should be chain link and open for views across the Government Center. While staff can appreciate the concerns from the Kendall County Sheriff's Office, staff still finds it in the best interest of the community, adjacent homeowners, and businesses to require the fencing to be completely opaque around the entire solar farm. The seven foot and six inch (7'6") proposed height will still be taller than the maximum height of the solar panels.

### ***Accessory Use***

Section 10-19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. The proposed solar farm will be accessory to the entire Kendall County Government Campus.

### ***Signage***

Section 10-19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. The submitted plans do not indicate any signage will be located on the solar farm or the surrounding fence.

### ***Utility Service Provider***

Section 10-19-4-G requires written evidence that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator. ComEd has been notified of this project and an interconnection plan has been submitted to them.

### ***Landscape Plan***

Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. The petitioner is aware of this requirement and has submitted some preliminary materials for that study.

As shown in the attached draft landscape plan, the site contains a total of 848 trees comprised of 22 species. The location and health of these trees have also been documented in the survey. About 70% of the trees surveyed are in fair or good condition. The remaining 30% of trees are either in poor condition or are dead. The existing trees have been moved several times and were originally meant to be located at the Kendall County Government Center property temporarily. The County and the petitioner are considering options to move these trees, if possible, to a new location.



While the petitioner has proposed a solid fence along the southern boundary to screen the solar farm from adjacent residents, the addition of landscaping for screening purposes is encouraged. The petitioner has submitted a detailed landscape plan along the southern boundary of the solar farm. There are a proposed 71 trees to be planted south of the boundary fence to buffer the adjacent residential properties in Blackberry Woods. These 71 trees will consist of 7 different species of trees including 12 trees, the Japanese Tree Lilac, which will be saved from the existing trees on site. The petitioner has also submitted examples and a fact sheet for each type of tree being proposed. The City's landscape review consultant is currently reviewing the submitted materials and once their review is complete, their requests and comments will be subject to the petitioner's special use.

### ***Noise***

At the EDC Meeting held on October 2, 2018, nearby residents raised concerns regarding noise levels the solar farm would create. The petitioner has submitted materials to the City which demonstrate the noise levels this solar farm would generate.

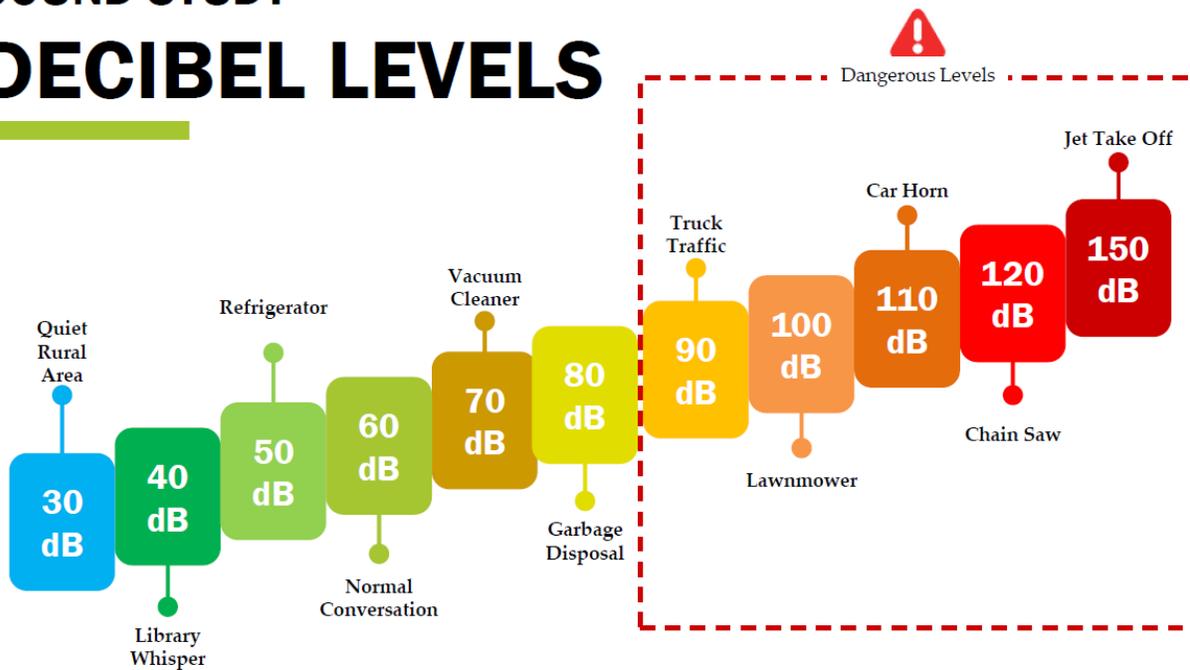
In their report, the petitioner has identified the three main components of the solar farm which include the solar panels, tracking rack mounts, and inverter. The sound tests conducted by the petitioner show the amount of decibels each of those components generate:

- Solar Panels – 0 Decibels
- Tracking Rack Mounts – 53 Decibels at a 10 foot distance
- Inverter – 63 Decibels at a 10 foot distance

For context on these volume ranges, see the exhibit on the next page for what types of noises are generated by typical objects or people. The solar panels themselves create no noise pollution. The tracking rack mounts generate a noise about the same as a refrigerator when measured from 10 feet away. These motors will run every 10 minutes at 15 second intervals during the day while the sun is shining. The inverter generates noise at the volume of a typical conversation measure from 10 feet away. The inverter only runs while the system is operating during the day while the sun is out. The petitioner has illustrated in their submission that the location of the inverters and tracker motors will be more than three hundred (300) feet away from the nearest residential property.

# SOUND STUDY

## DECIBEL LEVELS



### *Safety*

Questions over the public health and safety of solar farms were asked at the EDC meeting. The petitioner has submitted materials outlining the various concerns which were brought up at that meeting. In terms of electromagnetic fields, often referred to as radiation, the solar farm conducts an extremely low frequency. The amount of electromagnetic radiation which the solar array will emit is less than a television or cell phone.

The petitioner has submitted materials stating that the panels themselves are made up of harmless materials typically found within a household including aluminum, copper, and glass. The materials used are sealed safely within the tempered glass that is tested to uphold all weather conditions including hail. In the event of a panel breaking, the petitioner will replace the panel as soon as possible to avoid losing potential energy collection.

### *Site Maintenance*

GRNE Solar is leasing space from Kendall County and will maintain the solar field and the land. Regular maintenance will occur to ensure the site is operating at maximum efficiency and that the underlying landscape is being maintained. Additionally, the petitioner will conduct regular checkups on the equipment and fencing to ensure safety on the site. Staff has requested that the petitioner install a camera system which allows the Sheriff to monitor the field at any time and that the access gate will have a knock box for emergency access. These requests will be conditions for the special use.

### *Abandoned Systems*

In the Zoning Ordinance, Section 10-19-4-E states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, **staff recommends** the petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses, as a condition of the Special Use approval.

In addition to the security, staff **also recommends** a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval. The petitioner is aware of these conditions which will be a part of their special use authorization.

**ALTERNATIVE LAND USES:**

The proposed solar farm requires this special use process be conducted but this site is zoned O Office District and there are many outright permitted uses which may be located on this site without a public hearing process. The bulk regulations for the O Office District are as follows (Section 10-7-1):

Zone	Zoning District	Max. Lot Coverage	Setbacks			Max. Building Height
			Min. Front	Min. Side	Min. Rear	
O	Office District	20,000 sq. ft.	30'	10' (20' corner)	20'	80' (6 stories)

In terms of permitted uses, most of the outright permitted uses within the O Office District are for public or private offices and some select services including libraries, banks, and coffee shops. Kendall County could also expand their existing permitted uses on the site such as the jail or courthouse.

Therefore, it is possible that Kendall County could construct a 6 story or 80 foot tall office complex that is only 20 feet away from the rear property line without having to go through a public hearing process. Zoning and building reviews would be conducted once building permits were received to ensure that all standards are met.

**ENGINEERING COMMENTS:**

Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated August 2, 2018. The work items listed in the review letter will become conditions for the Special Use and a requirement for issuance of a building permit.

**SPECIAL USE STANDARDS:**

Section 10-4-9F of the City’s Zoning Ordinance establishes standards for special use requests. No special use shall be recommended by the Planning and Zoning Commission unless said commission shall find that:

1. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
2. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
6. The proposed special use is not contrary to the objectives of the official comprehensive plan of the City as amended.

Additionally, Section 10-19-4C of the City's Zoning Ordinance establishes standards for special use requests regarding alternative energy systems. No special use shall be recommended by the Planning and Zoning Commission unless said commission shall find that:

1. The city council shall determine that the application has met all of the general requirements of this chapter.
2. The proposed energy system shall further the intent of this chapter and provide renewable energy to the property on which it is proposed.
3. The proposed alternative energy system is located in such a manner as to minimize intrusions on adjacent residential uses through siting on the lot, selection of appropriate equipment, and other applicable means.
4. The establishment for the proposed alternative energy system will not prevent the normal and orderly use, development or improvement of the adjacent property for uses permitted in the district.

**The applicant has provided written responses to these special use standards as part of their application and requests inclusion of those responses into the public record during the public hearing at the Planning and Zoning Commission meeting.**

**STAFF COMMENTS & RECOMMENDATIONS:**

Staff recommends the following conditions to the special use:

1. The minimum clearance between the lowest point of the system and the surface on which the system is mounted is one foot and seven inches (1'7").
2. A seven foot and six inch (7'6") tall solid opaque fence be installed along the entire perimeter of the solar farm.
3. The petitioner must implement the landscape plan submitted by the petitioner and completed by Hampton, Lenzini, and Renwick, Inc. dated October 29, 2018.
4. The petitioner must comply with all comments and requirements made by Planning Resources, Inc. from the landscape plans dated October 29, 2018.
5. A security camera system must be installed which gives monitoring access of the solar farm to the County Sheriff
6. A knox box must be installed near the access gate for emergency situations.
7. The petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses and a blanket easement be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.
8. Adherence to all comments prepared by EEI, city engineering consultant, in a letter dated August 2, 2018.

**Proposed Motion:**

*In consideration of testimony presented during a Public Hearing on November 14, 2018 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system, or solar farm, on a O Office District zoned property located at the southwest corner of the Kendall County Government Center, subject to staff recommendations in a memo dated November 7, 2018 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...*

**ATTACHMENTS:**

1. Special Use Application with Attachments
2. GRNE Design Packet
3. Staff Follow Up Letter (4-2-2018)
4. GRNE Response to Follow Up Letter (4-10-2018)
5. Plan Council Follow Up Letter (8-10-2018)
6. GRNE Plan Council Response Packet (8-27-2018)
7. Draft Landscape Plan and Tree Survey (9-14-2018)
8. Blackberry Woods HOA Presentation (11-6-2018)
9. Updated Draft Landscape Plan (11-6-2018)



United City of Yorkville  
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 Yorkville, Illinois, 60560  
 Telephone: 630-553-4350  
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# APPLICATION FOR SPECIAL USE

## INTENT AND PURPOSE:

The purpose of the zoning code is based upon the authority of the city to divide its land into districts by use, bulk, location of building and structures, in a substantially uniform manner. It is recognized that while some uses are permitted under the zoning code to keep uniformity, a case-by-case analysis must be conducted for certain permitted uses to discover the impact of those uses on neighboring land and of the public need for the particular use at the particular location. In these cases a special use must be granted.

This packet explains the process to successfully submit and complete an Application for Special Use. 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.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 9 Special Uses" of the Yorkville, Illinois City Code.

## APPLICATION PROCEDURE:



### STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

Within one (1) week of submittal, the Community Development Department will determine if the 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 Planning and Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

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



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# APPLICATION FOR SPECIAL USE

## STAGE 2: PLAN COUNCIL

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

## STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

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

## STAGE 4: PLANNING AND ZONING COMMISSION

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Planning and Zoning Commission meeting.

## STAGE 5: CITY COUNCIL

Petitioner will attend the City Council meeting where the recommendation of the special use 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 special use.



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# APPLICATION FOR SPECIAL USE

## DORMANT APPLICATIONS

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

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

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

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



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# APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		Total: \$
<b>REZONING</b>	<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>  _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		Total: \$
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		Total: \$
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$1,000.00 \$2,500.00 \$5,000.00 \$10,000.00 \$20,000.00	Total: \$
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use:  <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$
<b>TOTAL AMOUNT DUE:</b>			



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# APPLICATION FOR SPECIAL USE

DATE:	PZC NUMBER:	DEVELOPMENT NAME:	
<b>PETITIONER INFORMATION</b>			
NAME:		COMPANY:	
MAILING ADDRESS:			
CITY, STATE, ZIP:		TELEPHONE:	
EMAIL:		FAX:	
<b>PROPERTY INFORMATION</b>			
NAME OF HOLDER OF LEGAL TITLE:			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS:			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:			
CURRENT ZONING CLASSIFICATION:		COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:	
REQUESTED SPECIAL USE:			
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>			
NORTH:			
EAST:			
SOUTH:			
WEST:			
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>			



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# APPLICATION FOR SPECIAL USE

<b>ATTORNEY INFORMATION</b>	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
<b>ENGINEER INFORMATION</b>	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
<b>LAND PLANNER/SURVEYOR INFORMATION</b>	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
<b>ATTACHMENTS</b>	
<p>Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".</p> <p>Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".</p>	



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# APPLICATION FOR SPECIAL USE

## SPECIAL USE STANDARDS

PLEASE STATE HOW THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE SPECIAL USE WILL NOT BE UNREASONABLY DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE:

PLEASE STATE HOW THE SPECIAL USE WILL NOT BE INJURIOUS TO THE USE AND ENJOYMENT OF OTHER PROPERTY IN THE IMMEDIATE VICINITY FOR THE PURPOSE ALREADY PERMITTED, NOR SUBSTANTIALLY DIMINISH AND IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

PLEASE STATE HOW THE ESTABLISHMENT OF THE SPECIAL USE WILL NOT IMPEDE THE NORMAL AND ORDERLY DEVELOPMENT AND IMPROVEMENT OF SURROUNDING PROPERTY FOR USES PERMITTED IN THE DISTRICT:

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE OR OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED:



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# APPLICATION FOR SPECIAL USE

## SPECIAL USE STANDARDS

PLEASE STATE HOW ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

There will be no additional congestion added to public streets as a result of this project, before, during, or after construction. The project location is situated next to a vacant lot and ample parking lot space to be able to maneuver and store materials needed for the project. Deliveries for the project will enter from the North off of route 34 onto Beecher Rd and then onto John St. to make their way to project site. This will not be more than is common for usual traffic on this route.

PLEASE STATE HOW THE SPECIAL USE SHALL IN ALL OTHER RESPECTS CONFORM TO THE APPLICABLE REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED, EXCEPT AS SUCH REGULATIONS MAY IN EACH INSTANCE BE MODIFIED BY THE CITY COUNCIL PURSUANT TO THE RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION:

GRNE Solar and Kendall County have worked closely with the City of Yorkville to abide by the Solar Ordinance provided. All project details are in compliance with the ordinance. Considering the land is zoned for build-able space and is owned by the County, we do not see the need for any changes or modifications but are willing to comply with any adjustments or requirements from the City.

## 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.

3/21/2018

PETITIONER SIGNATURE

DATE

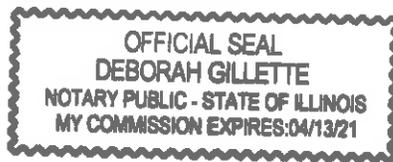
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

3/21/18

OWNER SIGNATURE

DATE

**THIS APPLICATION MUST BE  
NOTARIZED PLEASE NOTARIZE HERE:**





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# PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:
-----------------	----------------------	-------------------

PETITION/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"/> REZONING         |
| <input type="checkbox"/> SPECIAL USE         | <input type="checkbox"/> MILE AND 1/2 REVIEW      | <input type="checkbox"/> ZONING VARIANCE | <input type="checkbox"/> PRELIMINARY PLAN |
| <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:	COMPANY
-------	---------

MAILING ADDRESS:

CITY, STATE, ZIP:	TELEPHONE:
-------------------	------------

EMAIL:	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.

PRINT NAME	TITLE
	
SIGNATURE	DATE

**ACCOUNT CLOSURE AUTHORIZATION**

DATE REQUESTED: \_\_\_\_\_  COMPLETED  INACTIVE

PRINT NAME: \_\_\_\_\_  WITHDRAWN  COLLECTIONS

SIGNATURE: \_\_\_\_\_  OTHER

DEPARTMENT ROUTING FOR AUTHORIZATION:  COM. DEV.  BUILDING  ENGINEERING  FINANCE  ADMIN.

# EXHIBIT A - LEGAL DESCRIPTION

## DESCRIPTION OF LEASED PREMISES

"Leased Premises" consist of:

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49" West, 12.50 feet; thence South 01°14'11" East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

And depicted graphically as follows. Any conflict between the legal description above and the graphic depiction below shall be resolved in favor of the written legal description.

Law Offices  
of  
***Daniel J. Kramer***  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630-553-9500  
Fax: 630-553-5764

Daniel J. Kramer

Kelly A. Helland  
D.J. Kramer

August 16, 2018

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

Via: [knoble@yorkville.il.us](mailto:knoble@yorkville.il.us)

RE: GRNE Solar Special Use Application

Dear Ms. Barksdale Noble:

Enclosed please find a copy of Plat and legal description for the above referenced Special Use Application for your records. Should you have any questions or concerns please feel free to contact me.

Very truly yours,

*Daniel J. Kramer*

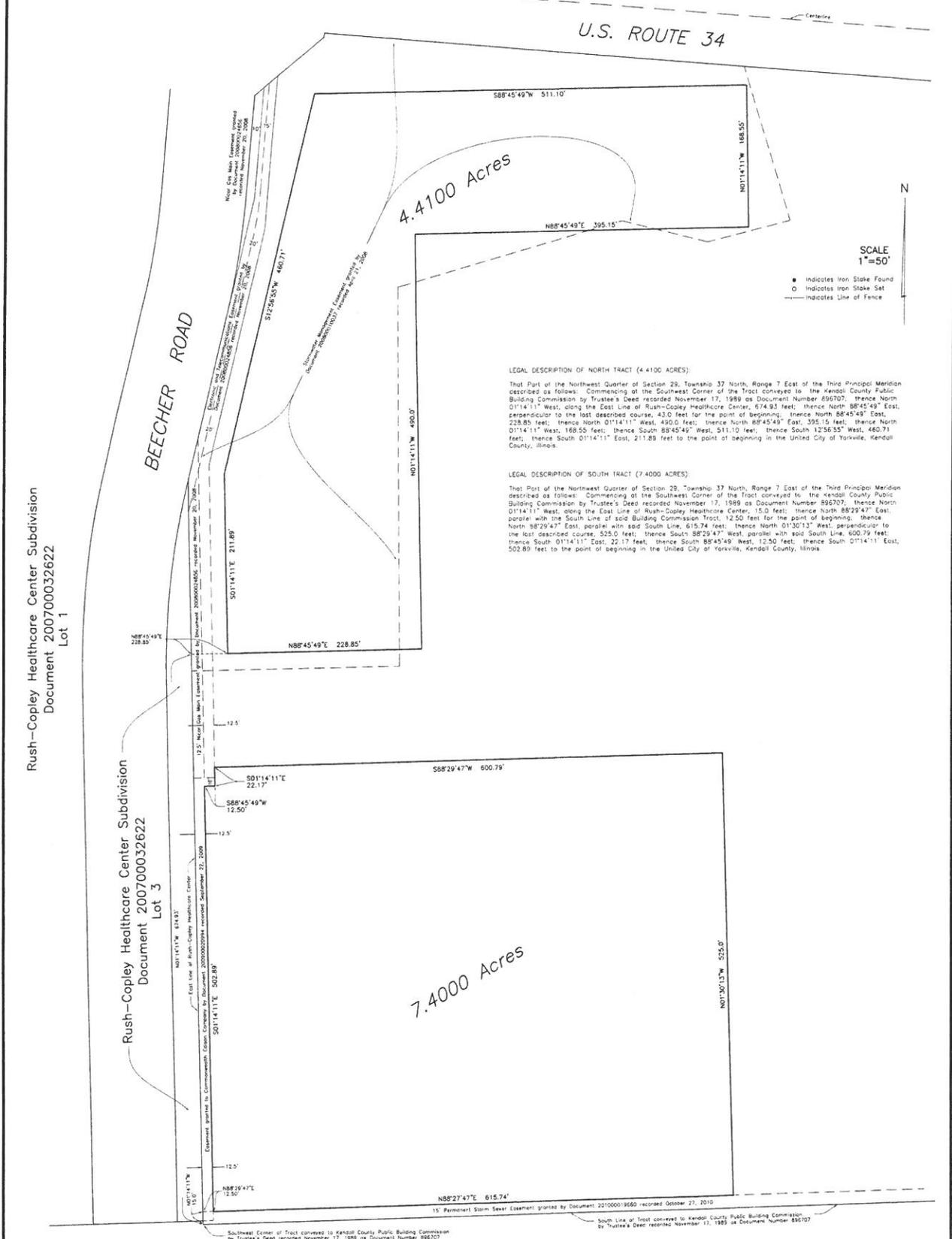
Daniel J. Kramer  
Attorney at Law

DJK:cth  
Enclosures

LEGAL DESCRIPTION OF SOUTH TRACT (7.4000 ACRES):

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North  $01^{\circ}14'11''$  West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North  $88^{\circ}29'47''$  East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North  $88^{\circ}29'47''$  East, parallel with said South Line, 615.74 feet; thence North  $01^{\circ}30'13''$  West, perpendicular to the last described course, 525.0 feet; thence South  $88^{\circ}29'47''$  West, parallel with said South Line, 600.79 feet; thence South  $01^{\circ}14'11''$  East, 22.17 feet; thence South  $88^{\circ}45'49''$  West, 12.50 feet; thence South  $01^{\circ}14'11''$  East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

EASEMENT PLAT  
 PART OF THE NORTHWEST QUARTER OF SECTION 29, T37N-R7E, 3rd PM  
 UNITED CITY OF YORKVILLE KENDALL COUNTY ILLINOIS



LEGAL DESCRIPTION OF NORTH TRACT (4.4100 ACRES):  
 That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 674.93 feet; thence North 88°45'49" East, perpendicular to the last described course, 43.0 feet for the point of beginning; thence North 88°45'49" East, 228.85 feet; thence North 01°14'11" West, 450.0 feet; thence North 88°45'49" East, 395.15 feet; thence North 01°14'11" West, 168.55 feet; thence South 88°45'49" West, 511.10 feet; thence South 12°56'55" West, 460.71 feet; thence South 01°14'11" East, 211.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

LEGAL DESCRIPTION OF SOUTH TRACT (7.4000 ACRES):  
 That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49" West, 15.50 feet; thence South 01°14'11" East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

Rush-Copley Healthcare Center Subdivision  
 Document 200700032622  
 Lot 1

Rush-Copley Healthcare Center Subdivision  
 Document 200700032622  
 Lot 3

JOB NO.	18036
JOB NAME	KENDALL COUNTY
DWG FILE	18036
REVISION DATE	

Phillip D. Young and Associates, Inc.  
 LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

11078 South Bridge Street  
 Yorkville, Illinois 60560  
 Telephone (630)553-1580



**Kendall County  
Government Campus  
Bristol Twp.  
Survey 18036**

**KENDALL COUNTY**

**- 2018 -**

<http://www.co.kendall.il.us>



**1 in=200 feet**



**Legend**

- ADJACENT COUNTY
- COUNTY
- BOUNDARY
- STATE
- FEDERAL
- TOWNSHIP
- LOCAL
- ROAD



**Kendall County GIS**  
111 West Main Street - Room 202  
Yorkville, Illinois 62450 1400  
618.932.0000

GRNE Solar  
230 N. Hicks Place  
Palatine, IL 60067

United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560  
Telephone: 630-553-4350

March 23, 2018

RE: Chapter 19 – Alternative Energy Systems – Standards For Granting a Special Use

1. The city council shall determine that the application has met all of the general requirements of this chapter.

GRNE Solar along with Progressive Energy Group and Kendall County have reviewed Chapter 19 – Alternative Energy Systems – and have paid close attention to ensuring compliance with the standards set forth by the City of Yorkville in order to gain approval for this project.

2. The proposed energy system shall further the intent of this chapter and provide renewable energy to the property on which it is proposed.

This project directly aligns with the intent of Chapter 19 to regulate alternative energy systems and to promote their effective and efficient use. By abiding by the standards and ensuring compliance, this project will help create and utilize renewable energy for the customer. The energy produced will be used to directly offset the energy load of the customer.

3. The proposed alternative energy system is located in such a manner as to minimize intrusions on adjacent residential uses through siting on the lot, selection of appropriate equipment, and other applicable means.

We have worked with Kendall County to identify the best possible space for the location of this project. We have set it back off of route 34 to the back of the property. Additionally, the entire array will be surrounded by a 6' chain-link fence to ensure safety and security and minimize concerns with aesthetics.

4. The establishment for the proposed alternative energy system will not prevent the normal and orderly use, development or improvement of the adjacent property for uses permitted in the district.

Implementation of this project will not have an impact on normal use or development of other properties in this area. There are no outstanding or adverse effects that will result from installing the solar energy equipment. The solar array will be enclosed by the security fence and will not impact the surrounding properties.



PIN	mailto_name	mailto_address1	mailto_address2	mailto_csz
02-29-128-024	KING KAREN L	726 INDEPENDENCE CT		YORKVILLE IL 60560
02-29-126-002	FAITH UNLIMITED INC	1407 CANNONBALL TRAIL		YORKVILLE IL 60560
02-29-123-012	GRIGSBY SHELLEY M	882 N CARLY CIR		YORKVILLE IL 60560
02-29-132-002	AMIRTHASEELAN, JOSEPH T & VARADHARAJAN, SHANTHI	4725 BURR OAK CT		PALATINE IL 60067
02-29-128-023	WALTER RICHARD GLEN & WINSHIP-WALTER EWA M	734 JOHN ST UNIT A		YORKVILLE IL 60560
02-29-128-022	RATOS JAMES C & JENNIFER L	1173 CODY CT		YORKVILLE IL 60560
02-29-128-026	PARKES STEVEN W	758 JOHN ST		YORKVILLE IL 60560
02-29-128-015	FAHLMARK STEVEN L & MARCIA A	1371 CANNONBALL TRL		YORKVILLE IL 60560
02-29-128-014	PIERSKI JOAN I	1377 CANNONBALL TRL		YORKVILLE IL 60560
02-29-128-018	HUNLEY CAROL L & LARRY L	1369 CANNONBALL TRL		YORKVILLE IL 60560
02-29-128-027	CLAUSEL CHRISTOPHER L & JENNIFER K	764 JOHN ST		YORKVILLE IL 60560
02-29-128-021	KIJAK JANET & GIESE DIANA	1381 CANNONBALL TRL		YORKVILLE IL 60560
02-29-126-006	NEW RAJ ENTERPRISE LLC	3511 CYPRESS CREEK RD		CHAMPAIGN IL 61822
02-29-126-005	NORSKE LLC	759 JOHN ST SUITE A		YORKVILLE IL 60560
02-29-101-002	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600		NORTHBROOK IL 60062
02-29-101-001	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600		NORTHBROOK IL 60062
02-29-101-005	TARGET CORPORATION	%PROPERTY TAX DEPT T-2378	PO BOX 9456	MINNEAPOLIS MN 554409456
02-29-129-024	CHILDS JUDITH C	1024B JOHN ST		YORKVILLE IL 60560
02-29-123-022	MONTALVO LUCIO & GUADALUPE	891 PURCELL ST		YORKVILLE IL 60560
02-29-123-023	DUDA EDWARD S III & BRITTANY M	895 PURCELL ST		YORKVILLE IL 60560
02-29-128-017	SMITH LESLI J	739 INDEPENDENCE CT		YORKVILLE IL 60560
02-29-123-011	KLOSKA WILLIAM C & VANESSA A	892 N CARLY CIR		YORKVILLE IL 60560
02-29-123-010	HOCHSTETLER GINA & STEVEN	902 N CARLY CIR		YORKVILLE IL 60560
02-29-132-007	LACHAPPELL JEFFREY R & LINDSEY	1210 PATRICK CT		YORKVILLE IL 60560
02-29-123-003	NC GLOBAL LLC	1033 REDWOOD LN		MINOOKA IL 60447
02-29-122-021	FLETES NOE & FLETES OSCAR	873 N CARLY CIR		YORKVILLE IL 60560
02-29-122-014	MCCUE BUILDERS INC	PO BOX 354		BRISTOL IL 60512
02-29-122-009	NC GLOBAL LLC	1033 REDWOOD LN		MINOOKA IL 60447
02-29-123-015	PHENEY KEVIN & JULIANNE	866 N CARLY CIR		YORKVILLE IL 60560
02-29-123-013	STRIBIAK FAMILY LIVING TRUST DECL OF TR	876 N CARLY CIR		YORKVILLE IL 60560
02-29-123-014	KALUZNY JASON & SHARON	872 N CARLY CIR		YORKVILLE IL 60560
02-29-123-026	CURRAN, LAURA & ANAGNOPOULOS, LINDSAY	921 PURCELL ST		YORKVILLE IL 60560
02-29-123-027	MAMARIL MA QUENNIE C & ROSS P	931 PURCELL ST		YORKVILLE IL 60560
02-29-122-011	WEST SUBURBAN BANK TR 14170	P O BOX 354		BRISTOL IL 60512
02-29-122-012	STONE DOUGLAS L	937 N CARLY CIR		YORKVILLE IL 60560
02-29-122-013	KLOSKA WILLIAM & ANTONETTE M	927 N CARLY CR		YORKVILLE IL 60560
02-29-128-029	PERKINS DALE & ETHEL	736 INDEPENDENCE CT		YORKVILLE IL 60560
02-29-128-028	ESSIG CHARLES J	732 INDEPENDENCE DR		YORKVILLE IL 60560
02-29-129-020	SLEEZER JOHN R	204 B CANNONBALL TRL		YORKVILLE IL 60560
02-29-129-019	BROWN TODD WILLIAM	39 TIMBERVIEW LN		YORKVILLE IL 60560

02-29-129-022	HASKE KAREN E	1023 INDEPENDENCE BLVD	YORKVILLE IL 60560
02-29-126-007	FIRST NATIONAL BANK OTTAWA	701 LASALLE ST	OTTAWA IL 61350
02-29-128-012	METZGER CYNTHIA G	1343 CANNONBALL TRL	YORKVILLE IL 60560
02-29-130-001	MARINO SHEILA LYNN DECL OF TR	46 BRISTOL RIDGE RD	BRISTOL IL 60512
02-29-127-032	CASTLE BANK NA % JAMES RATOS TRUST	207 W KENDALL DR	YORKVILLE IL 60560
02-29-123-005	WEST SUBURBAN BANK TR 14170	P O BOX 354	BRISTOL IL 60512
02-29-123-006	NC GLOBAL LLC	1033 REDWOOD LN	MINOOKA IL 60447
02-29-123-007	WOOD GEOFFREY L & SAMANTHA MARIE	936 N CARLY CIR	YORKVILLE IL 60560
02-29-123-008	ROBERTS EVAN O & ASHLEIGH G	926 N CARLY CIR	YORKVILLE IL 60560
02-29-123-009	NC GLOBAL LLC	1033 REDWOOD LN	MINOOKA IL 60447
02-29-123-021	FANTHORPE MEGAN N	885 PURCELL ST	YORKVILLE IL 60560
02-29-101-007	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-101-003	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-123-028	NC GLOBAL LLC	1033 REDWOOD LN	MINOOKA IL 60447
02-29-123-030	TOMSE MARIANNE F	961 PURCELL ST	YORKVILLE IL 60560
02-29-123-029	SNYDER DAVID F & MARY A	951 PURCELL ST	YORKVILLE IL 60560
02-29-123-004	WEST SUBURBAN BANK TR 14170	P O BOX 354	BRISTOL IL 60512
02-29-123-001	CAMARDO PATRICK R & THERESA ,M	1036 N CARLY CIR	YORKVILLE IL 60560
02-29-123-002	BRADEN STEPHEN A	1012 N CARLY CIR	YORKVILLE IL 60560
02-29-128-016	CARLSON JOHN M	735 INDEPENDENCE CT	YORKVILLE IL 60560
02-29-128-025	DANIELS ANGELA S & DANIELS CHRISTOPHER M JR	722 INDEPENDENCE CT	YORKVILLE IL 60560
02-29-132-006	PITON ANDREW & URSZULA	1220 PATRICK CT	YORKVILLE IL 60560
02-29-122-003	ROOT SAMUEL J & JENNA M	1027 N CARLY CIR	YORKVILLE IL 60560
02-29-132-001	BLACKBERRY WOODS HOMEOWNERS ASSOCIATION	2679 RTE 34	OSWEGO IL 60543
02-29-131-001	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-131-002	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-123-025	RUEBENSAM KEVIN A & ANGELIKA	911 PURCELL ST	YORKVILLE IL 60560
02-29-123-024	GOSSMEYER ROSE & BERRY-GOSSMEYER KATHLEEN	901 PURCELL ST	YORKVILLE IL 60560
02-29-122-010	BAYE NATALIE MICHELLE	957 N CARLY CIR	YORKVILLE IL 60560
02-29-122-015	MCCUE, RONALD & WIRTZ, SHERRIE	903 CARLY N	YORKVILLE IL 60560
02-29-131-006	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-122-002	SCHWERER MICHAEL & FIEBRANDT HANNAH E	1033 N CARLY CIR	YORKVILLE IL 60560
02-29-127-037	CASTLE BANK NA % JAMES RATOS TRUST	207 W KENDALL DR	YORKVILLE IL 60560
02-29-127-035	RATOS JAMES C	3150 D CANNONBALL TRL	YORKVILLE IL 60560
02-29-127-036	RATOS JAMES C	3150 D CANNONBALL TRL	YORKVILLE IL 60560
02-29-128-019	SCHOLES GARY & CARRIE	1361 CANNONBALL TRL	YORKVILLE IL 60560
02-29-122-019	UNDESSER MARK A	883 N CARLY CIR	YORKVILLE IL 60560
02-29-132-008	NC GLOBAL LLC	1033 REDWOOD LN	MINOOKA IL 60447
02-30-200-019	COPLY VENTURES INC	2000 OGDEN AVE	AURORA IL 60504
02-30-200-020	COPLY VENTURES INC	1300 WATERFORD DR	AURORA IL 60504
02-30-400-006	FISHER GAIL C ET AL	501 CONOVER LN	YORKVILLE IL 60560

02-29-133-001	MCCUE BUILDERS INC	PO BOX 354	BRISTOL IL 60512
02-29-128-020	OPEL, CAROL L & THORNE, ANGELINE E	1393 CANNONBALL TRL	YORKVILLE IL 60560
02-29-128-013	DIEHL DONNA L	204 WALNUT ST	YORKVILLE IL 60560
02-29-128-030	MILAM GREGORY L & DEBRA L	729 INDEPENDENCE COURT	YORKVILLE IL 60560
02-29-122-018	GULLING BENNETT & DANIELLE	889 CARLY CIR	YORKVILLE IL 60560
02-29-122-001	BENNETT TIMOTHY E & NANCY A	1037 N CARLY CIR	YORKVILLE IL 60560
02-29-133-002	BAUDE MATTHEW CHRISTOPHER & CHRISTINA MARIE	1210 CANNONBALL TRL	YORKVILLE IL 60560
02-29-133-003	MCCUE BUILDERS INC	PO BOX 354	BRISTOL IL 60512
02-29-122-020	SCHUSTER JOHN & MELANIE	877 N CARLY CIR	YORKVILLE IL 60560
02-29-132-003	WEST SUBURBAN BANK TR 14170	P O BOX 354	BRISTOL IL 60512
02-29-132-004	WEST SUBURBAN BANK TR 14170	P O BOX 354	BRISTOL IL 60512
02-29-133-004	STOKER SCOTT G	1202 CANNONBALL TRL	YORKVILLE IL 60560
02-29-128-031	OBENAUER MICHAEL E & BARBARA L	723 INDEPENDENCE CT	YORKVILLE IL 60560
02-29-127-039	LI KAI FENG	684 VETERANS PKWY	YORKVILLE IL 60560
02-29-132-005	HANAHAN JASON & KATIE	1221 PATRICK CT	YORKVILLE IL 60560
02-29-122-006	OLSZEWSKI, MICHAEL F & FELTZ, SARAH A	997 N CARLY CIR	YORKVILLE IL 60560
02-29-122-008	BERGER ADAM & ANGELA	977 N CARLY CIR	YORKVILLE IL 60560
02-29-122-017	WEST, RYAN & SORIS, KARI	893 N CARLY CIR	YORKVILLE IL 60560
02-29-122-007	KILGORE BENJAMIN W & MORT JENNIFER J	987 N CARLY CIR	YORKVILLE IL 60560
02-29-122-005	HAWKINS JENNIFER L	1007 N CARLY CIR	YORKVILLE IL 60560
02-29-122-004	ROY, JACQUES A & SAXTON, CAROLYN M	1023 N CARLY CIR	YORKVILLE IL 60560
02-30-200-023	CHICAGO TITLE LAND	405 E. SHERIDAN RD	LAKE BLUFF IL 60044

PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
THE UNITED CITY OF YORKVILLE  
PLANNING & ZONING COMMISSION  
PZC 2018-07

NOTICE IS HEREWITH GIVEN THAT GRNE Solar, Eric Peterman, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a solar farm with more than one freestanding solar energy system on approximately 7.4 acres of land consisting of roughly 6,400 solar modules. The real property, zoned in the O Office District, is located at the southeast corner of John Street and Beecher Road at the Kendall County Government Campus in Yorkville, Illinois as illustrated in the map below:



The legal description is as follows:

**PARCEL 1**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO THE KENDALL COUNTY PUBLIC BUILDING COMMISSION BY THE TRUSTEE'S DEED RECORDED NOVEMBER 17, 1989 AS DOCUMENT NUMBER 896707; THENCE NORTH  $01^{\circ} 14' 11''$  WEST, ALONG THE EAST LINE OF RUSH-COPELY HEALTHCARE CENTER, 15.0 FEET; THENCE NORTH  $88^{\circ} 29' 47''$  EAST, PARALLEL WITH THE SOUTH LINE OF SAID BUILDING COMMISSION TRACT, 12.50 FEET FOR THE POINT OF BEGINNING; THENCE NORTH  $88^{\circ} 29' 47''$  EAST, PARALLEL WITH SAID SOUTH LINE, 615.74 FEET; THENCE NORTH  $01^{\circ} 30' 13''$  WEST, PERPENDICULAR TO THE LAST

DESCRIBED COURSE, 525.0 FEET; THENCE SOUTH 88°29'47" WEST, PARALLEL WITH SAID SOUTH LINE, 600.79 FEET; THENCE SOUTH 01°14'11" EAST, 22.17 FEET; THENCE SOUTH 88°45'49" WEST, 12.50 FEET; THENCE SOUTH 01°14'11" EAST, 502.89 FEET TO THE POINT OF BEGINNING IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PIN: 02-29-100-006

An example of a similar project completed by the Petitioner:



NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on **Wednesday, November 14, 2018 at 7:00 p.m.** at the United City of Yorkville, City Council Chambers, located at 800 Game Farm Road, Yorkville, Illinois 60560.

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

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

BETH WARREN  
City Clerk

BY: Lisa Pickering  
Deputy Clerk



## **Design Packet For:**

### **Kendall County, IL**

**111 West Fox Street  
Yorkville, IL 60560**

## **Table of Contents:**

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<b>Electrical Single-Line Diagram.....</b>	<b>Page 4</b>
<b>Equipment Data Sheets.....</b>	<b>Pages 5-10</b>

# System Design Summary

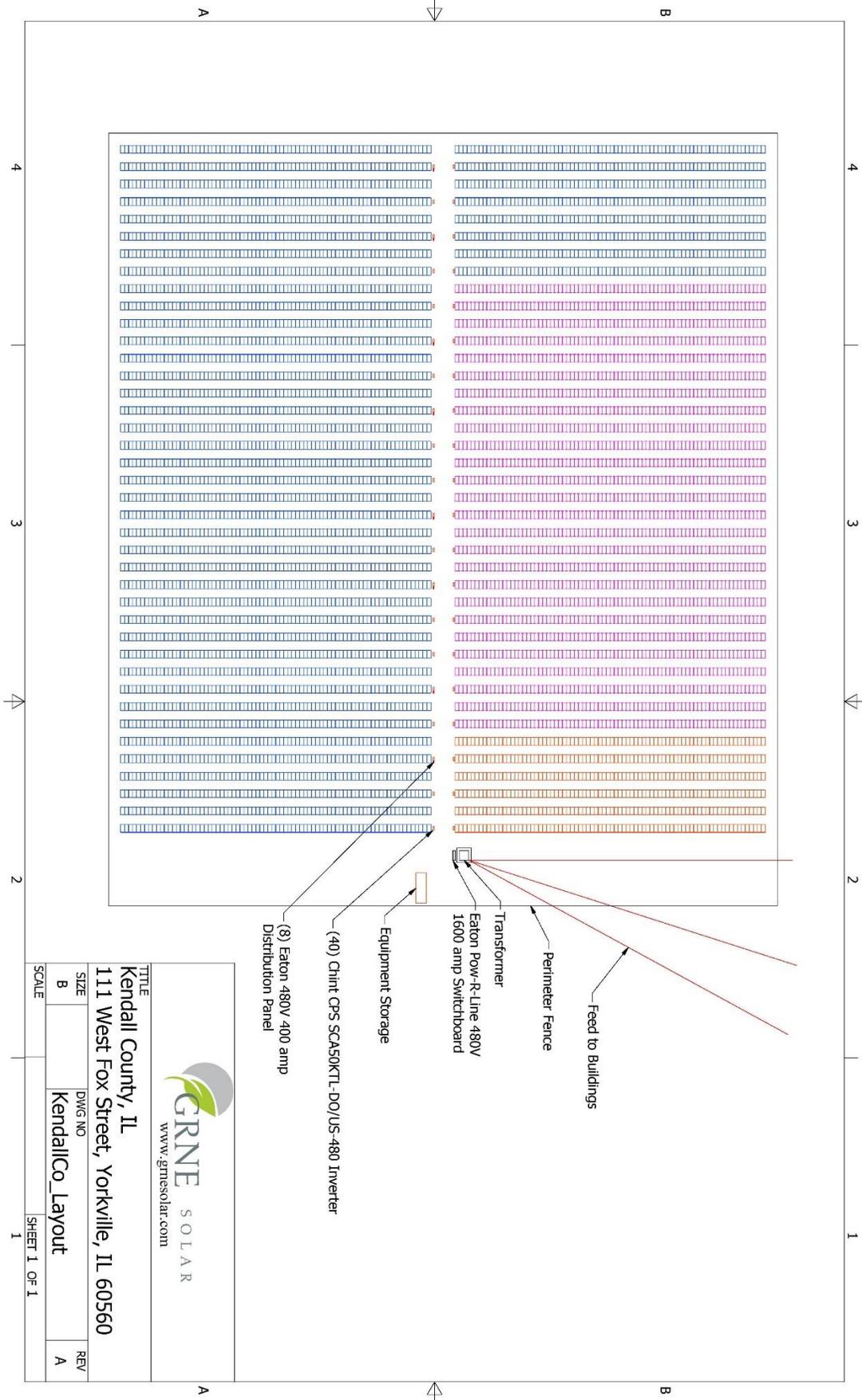


Power Allocation Key:

Orange - Health Department

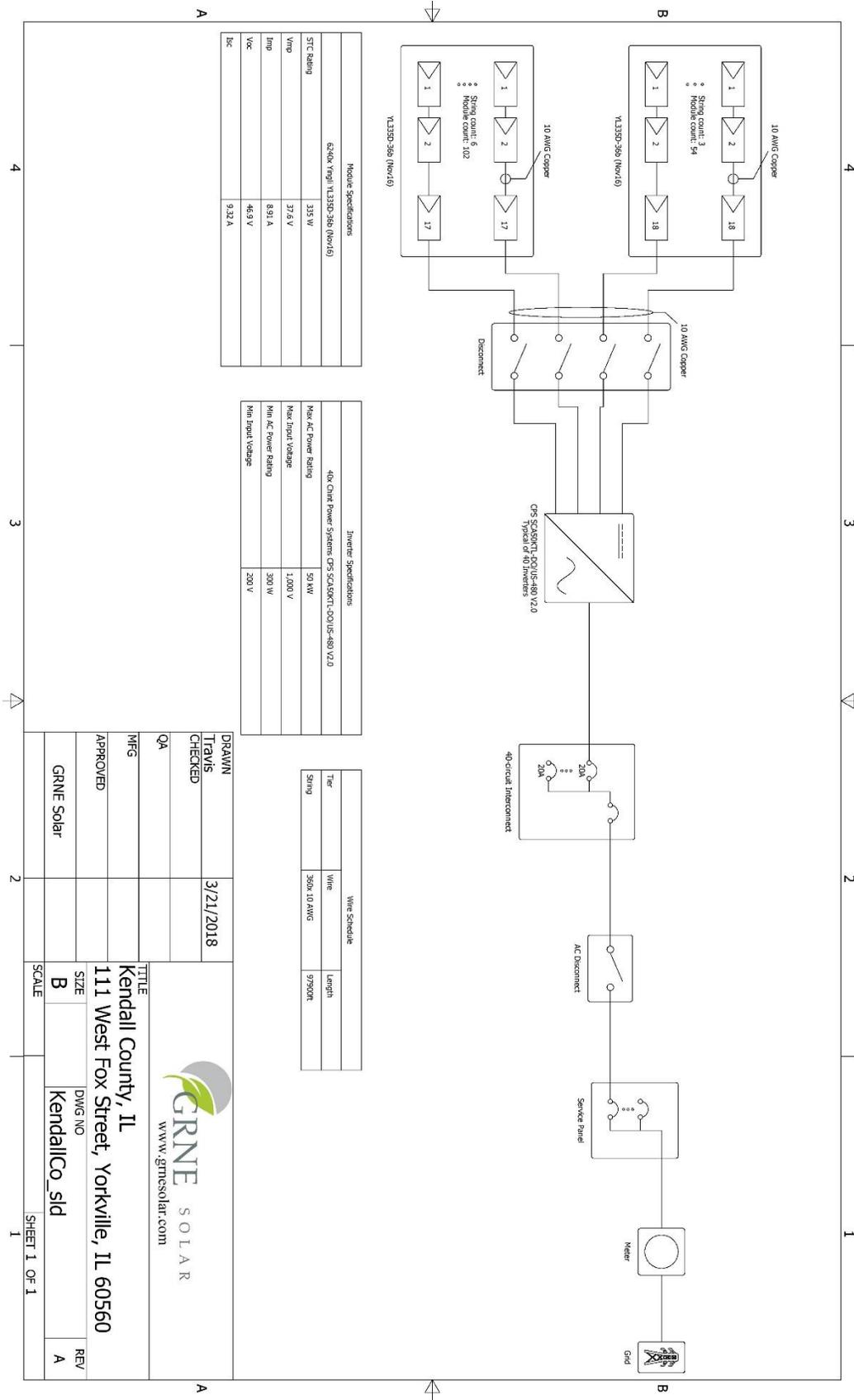
Pink - Public Safety Center

Blue - Courthouse



 www.grnesolar.com	
<b>TITLE</b> Kendall County, IL 111 West Fox Street, Yorkville, IL 60560	
<b>SIZE</b> B	<b>DWG NO</b> KendallCo_Layout
<b>SCALE</b> 1	<b>REV</b> A
SHEET 1 OF 1	

# Electrical Single Line Diagram



Module Specifications	
STC Rating	315 W
Vmp	37.5 V
Imp	8.91 A
Voc	46.9 V
Isc	9.32 A

Inverter Specifications	
Max AC Power Rating	50 kW
Max Input Voltage	1,000 V
Min AC Power Rating	300 W
Min Input Voltage	200 V

Wire Schedule		
Wire	Wire	Length
String	360x 10 AWG	97900'

DRAWN	TRAVIS	3/21/2018	<p>GRNE SOLAR www.grnesolar.com</p>
CHECKED			
QA			
MFG			
APPROVED			<p>TITLE Kendall County, IL</p> <p>111 West Fox Street, Yorkville, IL 60560</p> <p>SIZE B</p> <p>SCALE 1</p>
	GRNE Solar		<p>IDWG NO KendallCo_slid</p> <p>REV A</p>

# Equipment Data Sheets

YINGLI SOLAR

**YLM**  
**72 CELL**  
**1500V**

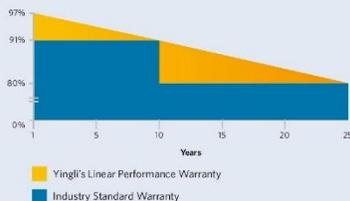


**19.9%**  
CELL EFFICIENCY

**10 YEAR**  
PRODUCT WARRANTY

**0 - 5W**  
POWER TOLERANCE

## 25 Years Linear Warranty



YINGLISOLAR.COM



## HIGH VOLTAGE LESS SYSTEM COST

With a maximum system voltage of 1500 volts, the next generation YLM 1500V Series Modules reduce balance-of-system costs and increase system-level energy yield in large-scale power plants.



### Costing Saving

As YLM 1500V Series modules are allowing more modules per string the balance-of-system costs are reduced by less required combiner boxes, fuses and cables in large-scale projects.



### Increased Energy Yield

By the higher system voltage line losses in cabling are reduced and the inverter efficiency is increased. This results in an up to 2% higher yield.



### High Power Density

High conversion efficiency and more power output per square meter.



### Durability

Durable PV modules, independently tested for harsh environmental conditions such as exposure to salt mist, ammonia and known PID risk factors.

### Yingli Green Energy

Yingli Green Energy Holding Company Limited (NYSE: YGE), known as "Yingli Solar," is one of the world's leading solar panel manufacturers with the mission to provide affordable green energy for all. Deploying more than 17 GW solar panels worldwide, Yingli Solar makes solar power possible for communities everywhere by using our global manufacturing and logistics expertise to address unique local challenges.

# YLM 72 CELL 1500V

## ELECTRICAL PERFORMANCE

### Electrical parameters at Standard Test Conditions (STC)

		YLxxxD-36b 1500V (xxx=P <sub>max</sub> )						
Module type								
Power output	P <sub>max</sub>	W	350	345	340	<b>335</b>	330	325
Power output tolerances	ΔP <sub>max</sub>	W	0/+5					
Module efficiency	η <sub>m</sub>	%	18.0	17.7	17.5	17.2	17.0	16.7
Voltage at P <sub>max</sub>	V <sub>MPP</sub>	V	38.6	38.3	37.9	37.6	37.2	36.9
Current at P <sub>max</sub>	I <sub>MPP</sub>	A	9.07	9.02	8.97	8.91	8.86	8.81
Open-circuit voltage	V <sub>oc</sub>	V	48.0	47.7	47.3	46.9	46.6	46.2
Short-circuit current	I <sub>sc</sub>	A	9.41	9.38	9.35	9.32	9.29	9.27

STC: 1000W/m<sup>2</sup> irradiance, 25°C module temperature, AM1.5g spectrum according to EN 60904-3.  
Average relative efficiency reduction of 3.0% at 200W/m<sup>2</sup> according to EN 60904-1.

### Electrical parameters at Nominal Operating Cell Temperature (NOCT)

Power output	P <sub>max</sub>	W	255.3	251.7	248.0	244.4	240.7	237.1
Voltage at P <sub>max</sub>	V <sub>MPP</sub>	V	35.2	34.9	34.6	34.3	34.0	33.6
Current at P <sub>max</sub>	I <sub>MPP</sub>	A	7.26	7.22	7.18	7.13	7.09	7.05
Open-circuit voltage	V <sub>oc</sub>	V	44.3	44.0	43.7	43.3	43.0	42.7
Short-circuit current	I <sub>sc</sub>	A	7.61	7.58	7.56	7.53	7.51	7.49

NOCT: open-circuit module operation temperature at 800W/m<sup>2</sup> irradiance, 20°C ambient temperature, 1m/s wind speed.

## THERMAL CHARACTERISTICS

Nominal operating cell temperature	NOCT	°C	46 +/- 2
Temperature coefficient of P <sub>max</sub>	γ	%/°C	-0.42
Temperature coefficient of V <sub>oc</sub>	β <sub>Voc</sub>	%/°C	-0.32
Temperature coefficient of I <sub>sc</sub>	α <sub>Isc</sub>	%/°C	0.05

## OPERATING CONDITIONS

Max. system voltage	1500V <sub>DC</sub>
Max. series fuse rating	15A
Limiting reverse current	15A
Operating temperature range	-40°C to 85°C
Max. static load, front (e.g., snow)	5400Pa
Max. static load, back (e.g., wind)	2400Pa
Max. hailstone impact (diameter / velocity)	25mm / 23m/s
Module Fire performance	Type 1

## CONSTRUCTION MATERIALS

Front cover (material / thickness)	low-iron tempered glass / 3.2mm
Cell (quantity / material / dimensions / number of busbars)	72 / monocrystalline silicon / 156.75mm x 156.75mm (+/-0.25) / 4 or 5
Frame (material)	anodized aluminum alloy
Junction box (protection degree)	≥ IP67
Cable (length / cross-sectional area)	1100mm / 4mm <sup>2</sup>
Plug connector (type / protection degree)	MC4 / IP68 or Amphenol H4 / IP68 or Forsol SIKE6 / IP68 or Renhe RH05-8 / IP67

- Due to continuous innovation, research and product improvement, the specifications in this product information sheet are subject to change without prior notice. The specifications may deviate slightly and are not guaranteed.
- The data do not refer to a single module and they are not part of the offer, they only serve for comparison to different module types.

## QUALIFICATIONS & CERTIFICATES

UL1703, ISO 9001:2008, ISO 14001:2004, BS OHSAS 18001:2007, PV Cycle, SA 8000



© Yingli Green Energy Holding Co. Ltd.

DS\_YLM72CELL 1500V-36b\_40mm\_US\_EN\_20170704\_V04

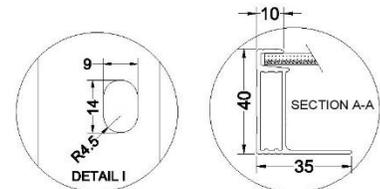
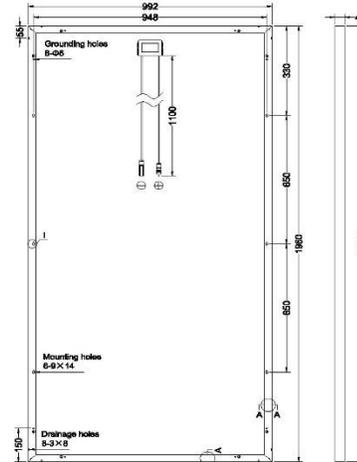
## GENERAL CHARACTERISTICS

Dimensions (L / W / H)	1960mm / 992mm / 40mm
Weight	22kg

## PACKAGING SPECIFICATIONS

Number of modules per pallet	26
Number of pallets per 40' container	24
Packaging box dimensions (L / W / H)	1995mm / 1145mm / 1170mm
Box weight	616kg

Unit: mm



**Warning:** Read the Installation and User Manual in its entirety before handling, installing, and operating Yingli Solar modules.

Yingli Partners:

Yingli Green Energy Holding Co., Ltd.  
service@yingli.com  
Tel: +86-312-2188055

**YINGLISOLAR.COM**





DuraTrack® HZ v3

RELIABILITY IS POWER.

167X

fewer components than competitive trackers

99.996%

Uptime Reliability

**ARRAY TECHNOLOGIES, INC.**

3901 Midway Place NE  
Albuquerque, NM 87109 USA

+1 505.881.7567  
+1 855.TRACKPV (872.2578)  
+1 505.881.7572

sales@arraytechinc.com

arraytechinc.com

**THE MOST RELIABLE TRACKER UNDER THE SUN**

**HIGHEST POWER DENSITY.**

Higher density means more power and more profit. DuraTrack HZ v3 offers the unique ability to maximize the power density of each site, boasting 6% more density than our closest competitor.

**LEADING TERRAIN ADAPTABILITY.**

Uneven terrain? Hill yes! Our flexibly linked architecture, with articulating driveline joints and forgiving tolerances, create the most adaptable system in market for following natural land contours and creates the greatest power generation potential from every site.

**FEWER COMPONENTS. GREATER RELIABILITY.**

Less is more. Array was founded on a philosophy of engineered simplicity. Minimizing potential failure points (167 times fewer components than competitors), DuraTrack HZ v3 consistently delivers higher reliability and an unmatched uptime of 99.99%.

**FAILURE-FREE WIND DESIGN.**

DuraTrack HZ v3 was designed and field tested to withstand some of the harshest conditions on the planet. It is the only tracker on the market that reliably handles wind events with a fully integrated, fully automatic wind-load mitigation system.

**ZERO SCHEDULED MAINTENANCE.**

Three decades of solar tracker system design, engineering and testing has resulted in uncompromising reliability. Maintenance-free motors and gears, fewer moving parts, and industrial-grade components means maintenance-free energy generation.



## DuraTrack® HZ v3

### COST VERSUS VALUE

We believe value is more than the cost of a tracking system. It's about building with forgiving tolerances and fewer parts so construction crews can work efficiently. It means protecting your investment with a failure-free wind management system. It also includes increasing power density. But most of all, value is measured in operational uptime, or reliability. Ours is 99.996%... and we're still improving on it.

### THE GLOBAL LEADER IN RELIABILITY

Array has spent decades designing and perfecting the most reliable tracker on the planet. Fewer moving parts, stronger components and intelligent design that protects your investment in the harshest weather are but a few of the innovative differences that keep your system running flawlessly all day and you resting easy at night.

#### STRUCTURAL & MECHANICAL FEATURES/SPECIFICATIONS

Tracking Type	Horizontal single axis
kW per Drive Motor	Up to 907 kW DC using 360W crystalline
String Voltage	Up to 1,500V DC
Maximum Linked Rows	28
Maximum Row Size	80 modules (crystalline, 1,000V DC) & 90 modules (crystalline, 1,500V DC)
Drive Type	Rotating gear drive
Motor Type	2 HP, 3 PH, 480V AC
Motors per 1 MW AC	Less than 2
East-West / North-South Dimensions	Site / module specific
Array Height	54" standard, adjustable (46" min height above grade)
Ground Coverage Ratio (GCR)	Flexible, 28-45% typical, others supported on request
Terrain Flexibility	N-S tolerance: 0° - 8.5° standard, 15° optional Driveline: 40° in all directions
Modules Supported	Most commercially available, including frameless crystalline and thin film
Tracking Range of Motion	± 52° standard, ± 62° optional
Operating Temperature Range	-30°F to 140°F [-34°C to 55°C]
Module Configuration	Single-in-portrait standard. Two-or-three in landscape (framed or frameless), four-in-landscape (thin film) also available.
Module Attachment	Single fastener, high-speed mounting clamps with integrated grounding. Traditional rails for crystalline in landscape, custom racking for thin film and frameless crystalline per manufacturer specs.
Materials	HDG steel and aluminum structural members
Allowable Wind Load (IBC 2012)	135 mph, 3-second gust exposure C
Wind Protection	Passive mechanical system relieves wind and obstruction damage — no power required

#### ELECTRONIC CONTROLLER FEATURES/SPECIFICATIONS

Solar Tracking Method	Algorithm with GPS input
Control Electronics	MCU plus Central Controller
Data Feed	MODBUS over Ethernet to SCADA system
Night-time Stow	Yes
Tracking Accuracy	± 2° standard, field adjustable
Backtracking	Yes

#### INSTALLATION, OPERATION & MAINTENANCE

PE Stamped Structural Calculations & Drawings	Yes
On-site Training & System Commissioning	Yes
Connection Type	Fully bolted connections, no welding
In-field Fabrication Required	No
Dry Slide Bearings & Articulating Driveline Connections	No lubrication required
Scheduled Maintenance	None required

#### GENERAL

Annual Power Consumption (kWh per 1 MW)	400 kWh per MW per year, estimated
Land Area Required per 1 MW	Approx. 5 to 5.75 acres per MW @ 33% GCR (site and design specific)
Energy Gain vs. Fixed-Tilt	Up to 25%, site specific
Warranty	10 year structural, 5 year drive & control components
Patent Numbers	US patent 8,459,249 US patent 9,281,778 US patent 9,581,678 B2 and patents pending
Codes and Standards	UL Certified (3703 & 2703)

REV 10.26.2017

## 50/60kW, 1000Vdc String Inverters for North America

The 50 & 60kW medium power CPS three phase string inverters are designed for ground mount, large rooftop and carport applications. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiency at 98.8% peak and 98.5% CEC, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications. The CPS 50/60kW products ship with either the standard wire-box or the H4 style wire-box, each fully integrated and separable with touch safe fusing, monitoring, and AC and DC disconnect switches. The CPS Flex Gateway enables monitoring, controls and remote product upgrades.



CPS SCA50KTL-DO/US-480  
CPS SCA60KTL-DO/US-480

### Key Features

- NEC 2014/17 compliant & UL listed Arc-Fault circuit protection
- 0-90° Mounting orientation for lay flat roof installs
- Touch safe DC Fuse holders adds convenience and safety
- CPS Flex Gateway enables remote FW upgrades
- Integrated AC & DC disconnect switches
- Optional factory installed H4 connectors
- 3 MPPT's with 5 inputs each for maximum flexibility
- Copper and Aluminum compatible AC connections
- NEMA Type 4X outdoor rated, tough tested enclosure
- UL1741 SA Certified to CA Rule 21
- Separable wire-box design for fast service
- Standard 10 year warranty with extensions to 20 years
- Generous 1.5 DC/AC Inverter Load Ratio



50/60kW Standard Wire-box



50/60kW H4 Wire-box



Model Name	CPS SCA50KTL-DO/US-480	CPS SCA60KTL-DO/US-480
<b>DC Input</b>		
Max. PV Power	75kW (25kW per MPPT)	90kW (30kW per MPPT)
Max. DC Input Voltage		1000Vdc
Operating DC Input Voltage Range		200-950Vdc
Start-up DC Input Voltage / Power		330V / 80W
Number of MPP Trackers		3
MPPT Voltage Range	480-850Vdc	540-850Vdc
Max. PV Short-Circuit Current (I <sub>sc</sub> x 1.25)		180A (60A per MPPT)
Number of DC Inputs		15 inputs, 5 per MPPT
DC Disconnection Type		Load rated DC switch
DC Surge Protection		Type II MOV, 2800V <sub>C</sub> , 20kA I <sub>TM</sub> (8/20 $\mu$ S)
<b>AC Output</b>		
Rated AC Output Power	50kW	60kW
Max. AC Apparent Power	50kVA	60kVA
Rated Output Voltage		480Vac
Output Voltage Range <sup>1</sup>		422 - 528Vac
Grid Connection Type		3 $\Phi$ / PE / N (Neutral optional)
Max. AC Output Current @480Vac	60.2A	72.2A
Rated Output Frequency		60Hz
Output Frequency Range <sup>1</sup>		57 - 63Hz
Power Factor		>0.99 ( $\pm$ 0.8 adjustable)
Current THD @ Rated Load		<3%
Max. Fault Current Contribution (1 Cycle RMS)		64.1A
AC Disconnection Type		Load rated AC switch
AC Surge Protection		Type II MOV, 1240V <sub>C</sub> , 15kA I <sub>TM</sub> (8/20 $\mu$ S)
<b>System and Performance</b>		
Topology		Transformerless
Max. Efficiency		98.8%
CEC Efficiency		98.5%
Stand-by / Night Consumption		<1W
<b>Environment</b>		
Enclosure Protection Degree		NEMA Type 4X
Cooling Method		Variable speed cooling fans
Operating Temperature Range <sup>2</sup>	-22°F to +140°F / - 30°C to +60°C (derating begins above +122°F / +50°C)	
Non-Operating Temperature Range <sup>3</sup>		No low temp minimum to +158°F / +70°C maximum
Operating Humidity		0 to 95%, non-condensing
Operating Altitude		13123.4ft / 4000m (derating from 9842.5ft / 3000m)
Audible Noise		<60dBA @ 1m and 25°C
<b>Display and Communication</b>		
User Interface and Display		LCD+LED
Inverter Monitoring		Modbus RS485
Site Level Monitoring		CPS Flex Gateway (1 per 32 inverters)
Modbus Data Mapping		CPS
Remote Diagnostics / FW Upgrade Functions		Standard / (with Flex Gateway)
<b>Mechanical</b>		
Dimensions (HxWxD)		39.4 x 23.6 x 10.24in. (1000 x 600 x 260mm)
Weight		Inverter: 123.5lbs/56kg; Wire-box: 33lbs/15kg
Mounting / Installation Angle <sup>4</sup>		0 to 90 degrees from horizontal (vertical, angled, or lay flat)
AC Termination <sup>5</sup>		M8 Stud Type Terminal Block (Wire range: #6 - 2/0AWG CU/AL <sup>5</sup> , Lugs not supplied)
DC Termination		Screw Clamp Fuse Holder (Wire range: #14 - #6AWG CU), Optional H4 (Amphenol)
Fused String Inputs (5 per MPPT)		15A fuses provided (Fuse values up to 30A acceptable)
<b>Safety</b>		
Certifications and Standards		UL1741SA-2016, UL1699B, CSA-C22.2 NO.107.1-01, IEEE1547a-2014; FCC PART15
Selectable Grid Standard and SRD		IEEE1547a-2014, CA Rule 21
Smart-Grid Features		Voltage-RideThru, Frequency-RideThru, Soft-Start, Volt-Var, Frequency-Watt, Volt-Watt
<b>Warranty</b>		
Standard		10 years
Extended Terms		15 and 20 years

1) The "Output Voltage Range" and "Output Frequency Range" may differ according to the specific grid standard.

2) Derating above 50°C occurs when MPPT Voltage is 700-850Vdc

3) See user manual for further requirements regarding non-operating conditions.

4) Shade Cover accessory required for installation angles of 75 degrees or less.

5) AL requires bi-metallic compression lug or bi-metallic adapter.



# United City of Yorkville

*County Seat of Kendall County*

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-8545

Fax: 630-553-3436

Website: [www.yorkville.il.us](http://www.yorkville.il.us)

April 2, 2018

Mr. Eric Peterman

Owner

GRNE Solar

230 N Hicks Place

Palatine, IL 60067

VIA E-MAIL ([eric@GRNEsolar.com](mailto:eric@GRNEsolar.com))

**RE: GRNE Solar – Kendall County Complex  
Application for Special Use Permit for a Solar Farm**

Dear Mr. Peterman,

Staff has reviewed your submitted application for the above-referenced project and found deficiencies in needed information/documentation before the application can be deemed complete. Please provide the additional information requested below in order to advance to the next regularly scheduled meeting in the process:

1. Detailed information regarding the setback dimensions the solar field (fence not included) from each lot line (front, sides, rear).
2. Detailed information which illustrates the overall height of the structures.
3. Per Section 10-19-7-E of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the panels are to be placed such that the concentrated solar radiation or glare does is not directed onto nearby properties or roadways. Please provide the distance, in linear feet, of the closest solar module to the nearest neighboring property with a building and roadway on the Site Plan and a written project narrative of how the solar panels will not produce glare on the southern residential properties.
4. A dimensioned section detail is required for the proposed perimeter fence. Note that Section 10-17-2 of the Zoning Ordinance regarding Fencing and Screening prohibits the use of chain-link fencing, but allows for vinyl coated chain-link fencing only in the rear and side yards. Additionally, barbed wire is prohibited in Residential and Business zoned districts. The proposed fence is chain link. Permitted fence materials are provided in Section 10-17-2-F of the Zoning Ordinance. Staff is recommending something opaque to hide the panels from the residential properties to the south.
5. Section 10-19-4-G requires evidence that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator. Please provide this documentation.

6. Petitioner needs to clarify whether or not there are plans for a solar farm to be built within the 4.4-acre private stormwater drainage facility along the front of the property near the intersection of Beecher Road and Route 34.
7. A Plat of Survey or detail illustration which details the new property line along Route 34 due to the expansion of the roadway by IDOT.
8. Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. Please refer to the following link to the Landscape Ordinance for additional information:  
[http://www.sterlingcodifiers.com/codebook/index.php?book\\_id=415](http://www.sterlingcodifiers.com/codebook/index.php?book_id=415)
9. Section 10-19-9-A-3 states prior to permit issuance, the owner shall sign an acknowledgement that said owner will be responsible for any and all enforcement costs and remediation costs resulting from any violations of that chapter. The costs include, but are not limited to, removal of system, property restoration upon removal of the system, city legal expenses and hearing costs associated with violations of that chapter. This will be a condition of the Special Use approval.

Upon satisfactory receipt of the information requested by **Friday, April 13, 2018**, you will be placed on the next available Plan Council meeting. A revised tentative meeting schedule will be provided to you upon review of the completed application.

Please contact me with any questions at 630-553-8555, or via email: [jengberg@yorkville.il.us](mailto:jengberg@yorkville.il.us).

Sincerely,

Jason Engberg  
Senior Planner

Cc: Gary Golinski, Mayor (via e-mail)  
Bart Olson, City Administrator (via e-mail)  
Erin Willrett, Assistant City Administrator (via e-mail)  
Krysti J. Barksdale-Noble, AICP (via e-mail)  
Kathleen Field-Orr, City Attorney (via e-mail)  
Brad Sanderson, EEI, City Engineer (via e-mail)  
Lisa Pickering, Deputy City Clerk (via e-mail)  
Matt Asselmeier, Kendall County Senior Planner (via e-mail)

230 N Hicks Place  
Palatine, IL 60067  
Eric@GRNESolar.com  
(312)859-3016

United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois 60560  
Telephone: 630-553-8545

**RE: Application for Special Use Permit for a Solar Farm**

Dear Staff:

Please see responses enclosed to questions submitted on April 2, 2018 regarding our application for special use permit.

1. Detailed information regarding the setback dimensions for the solar field.
  - a. See attached site plan with setbacks noted.
2. Overall height of the structure – See attached drawings with heights noted.
3. The proposed solar array is designed as a tracker system. The solar module rows will be installed in north/south rows and the panels will track the sun across the sky from the east to the west throughout the day. At no time will the panels face due south, where the nearest properties and roadways exist. See attached site plan noting the nearest solar module to the nearest neighboring property.
4. See attached section view of the proposed 6' chain link fence. GRNE solar is proposing the use of chain link fence as a protection boundary around the perimeter of the solar array. This Fence will be consistent with other fences already in place on the property being used at the jail location at this time. The southern boundary fence abutting the southern residential property could be a slatted chain link fence or equivalent.
5. ComEd has been notified of this project and an interconnection application has been submitted on behalf of the County. Please see attached ComEd application.
6. There are no plans to construct solar at this time in the 4.4 acre private storm water drainage facility near the intersection of Beecher road and Route 34.
7. A Plat of Survey of route 34 expansion will be provided by City engineer. The solar array will not be located near this future expansion area.
8. GRNE Solar is aware of the landscape Ordinance 8-12-2-H. GRNE Solar is currently soliciting area contractors to aid in conformance to this ordinance. A detailed plan for conformance to the Tree Preservation Plan will be provided once a contractor has been selected for this work. Please consider this application with the understanding that GRNE Solar plans to conform to this ordinance as part of this process. We need to review all fencing and landscaping requirements with the Kendall County Sheriff's office as part of the County process to ensure we meet their safety concerns as well.



9. It is noted that we are aware of the requirements in Section 10-19-9-A-3. We have included decommissioning as a component of our agreement with Kendall County.

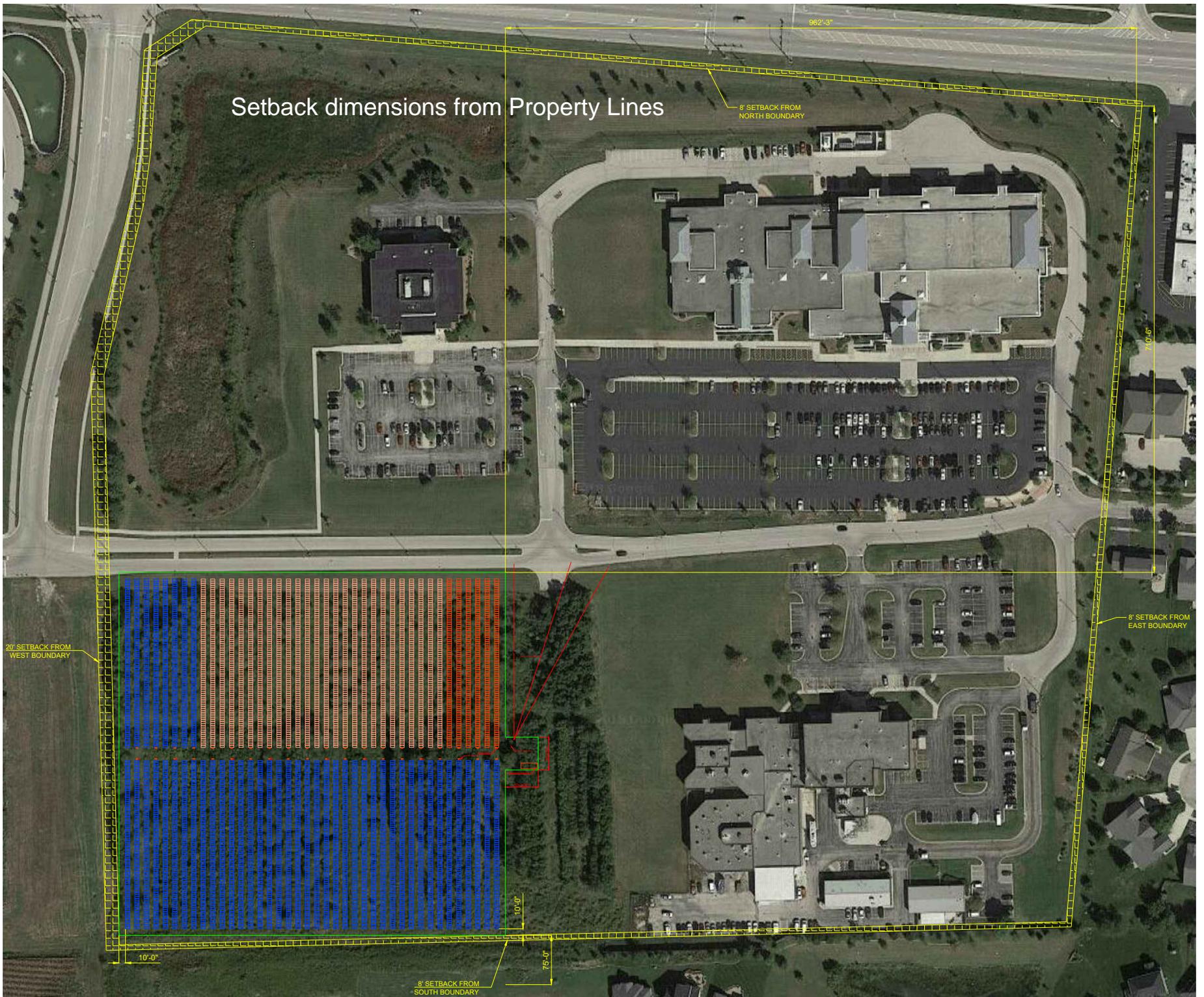
Sincerely,

Eric Peterman

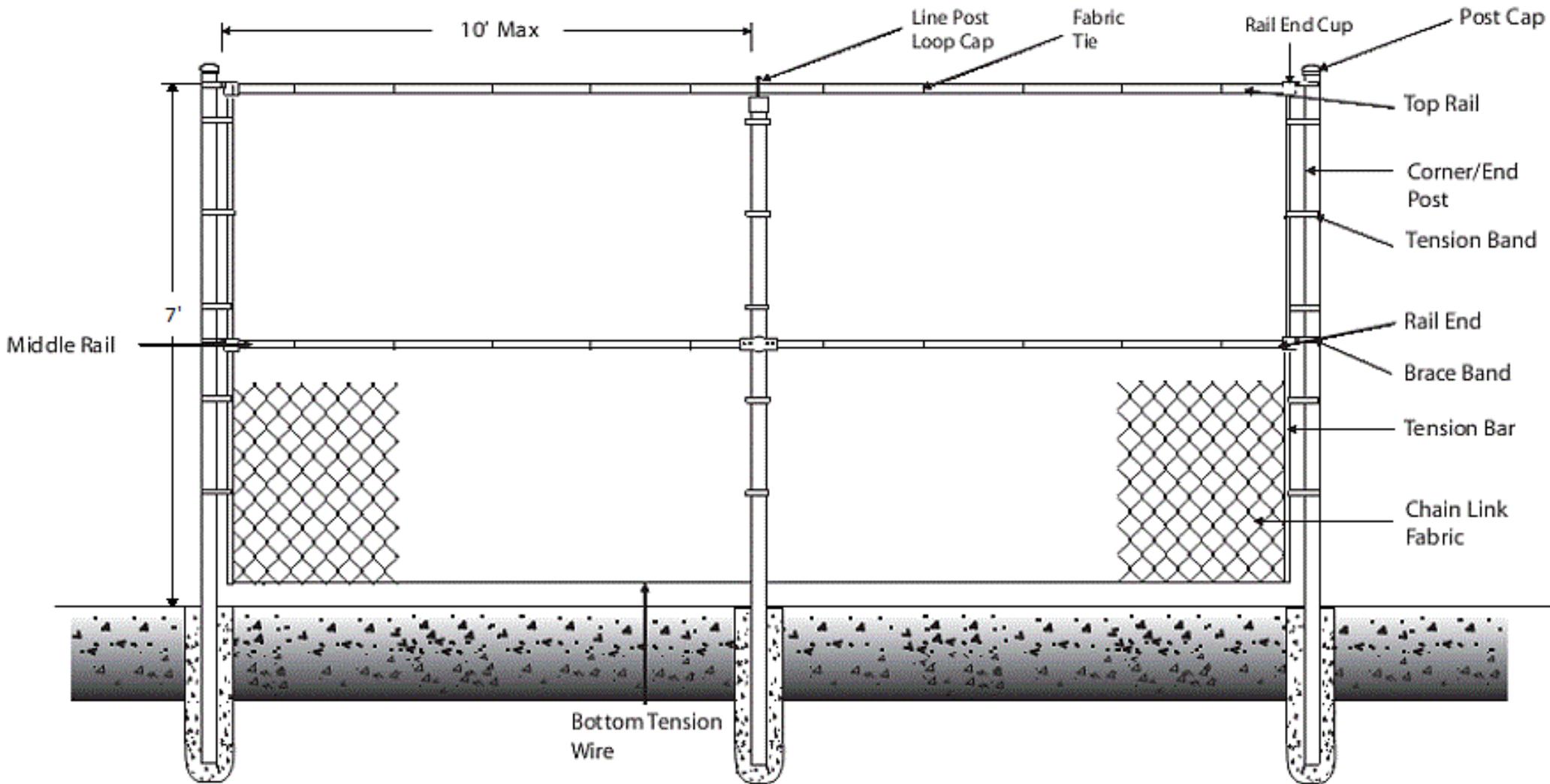
GRNE Solar



# Setback dimensions from Property Lines

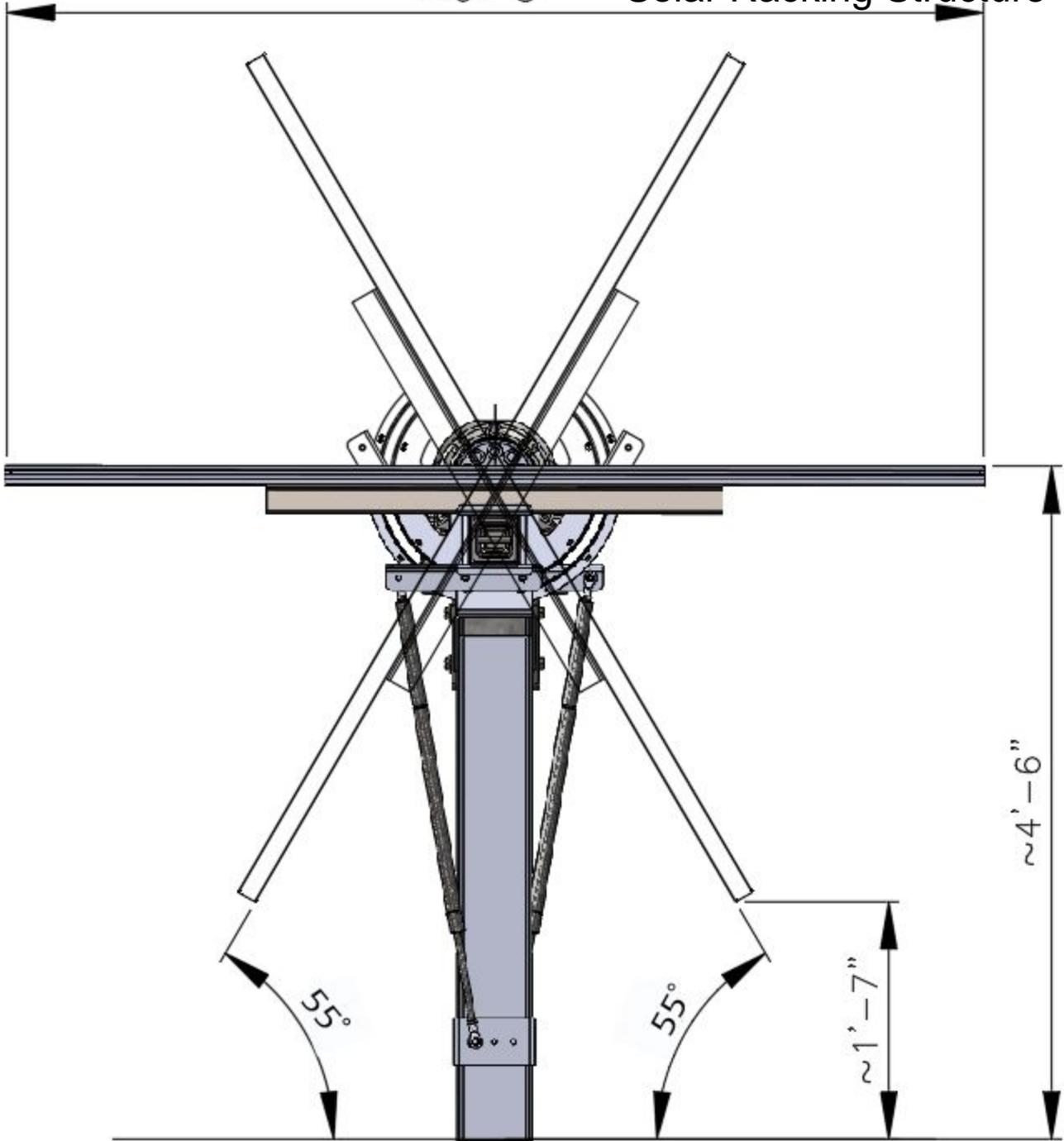


# Chain-link Fence Detail



~6'-5"

Solar Racking Structure



**Section 466.APPENDIX C Levels 2 to 4 Application**

**Level 2, Level 3 & Level 4  
Interconnection Request Application Form  
(Greater than 25 kW to 10 MVA or less)**

**Interconnection Customer Contact Information**

Name: Kendall County , Attn: Jim Smiley  
Mailing Address: 804 W John St, Suite B  
City: Yorkville State: IL Zip Code: 60560  
Telephone (Daytime): 630-553-4102 (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: jsmiley@co.kendall.il.us

Alternative Contact Information (if different from Customer Contact Information)

Name: GRNE Solar  
Mailing Address: 230 N Hicks Pl  
City: Palatine State: IL Zip Code: 60067  
Telephone (Daytime): 312-859-3417 (Evening): 312-859-3016  
Facsimile Number: \_\_\_\_\_ E-Mail Address: Eric.Peterman@grnesolar.com

Facility Address (if different from above): 811 John St  
City: Yorkville State: IL Zip Code: 60560  
Electric Distribution Company (EDC) Serving Facility Site: ComEd  
Electric Supplier (if different from EDC): Constellation Energy  
Account Number of Facility Site (existing EDC customers): 2118040067  
Inverter Manufacturer: CPS (Chint Power Systems) Model: SCA50KTL-DO/US-480

**Equipment Contractor**

Name: GRNE Solar  
Mailing Address: 230 N Hicks Pl  
City: Palatine State: IL Zip Code: 60067  
Telephone (Daytime): 312-859-3417 (Evening): 312-859-3016  
Facsimile Number: \_\_\_\_\_ E-Mail Address: Eric.Peterman@grnesolar.com

**Electrical Contractor** (if different from Equipment Contractor)

Name: Midwestern Electric, INC.  
Mailing Address: 1620, E Chicago Ave  
City: East Chicago State: IN Zip Code: 46312  
Telephone (Daytime): 219-397-4444 (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: EC@Midwesternelectricinc.com  
License Number: \_\_\_\_\_

**Electric Service Information for Customer Facility Where Generator Will Be Interconnected**

Capacity: \_\_\_\_\_ (Amps) Voltage: 480 (Volts)  
Type of Service:  Single Phase  Three Phase  
If 3 Phase Transformer, Indicate Type:  
Primary Winding  Wye  Delta  
Secondary Winding  Wye  Delta  
Transformer Size: \_\_\_\_\_ Impedance: \_\_\_\_\_

**Intent of Generation**

- Offset Load (Unit will operate in parallel, but will not export power to EDC)
- Net Meter (Unit will operate in parallel and will export power pursuant to Illinois Net Metering or other filed tariffs)
- Wholesale Market Transaction (Unit will operate in parallel and participate in PJM or MISO markets pursuant to a PJM Wholesale Market Participation Agreement or MISO equivalent)
- Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds)

Note: Backup units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.

**Generator & Prime Mover Information**

ENERGY SOURCE (Hydro, Wind, Solar, Process Byproduct, Biomass, Oil, Natural Gas, Coal, etc.): <b>Solar</b>		
ENERGY CONVERTER TYPE (Wind Turbine, Photovoltaic Cell, Fuel Cell, Steam Turbine, etc.): <b>Photovoltaic</b>		
GENERATOR SIZE: 50 <input checked="" type="checkbox"/> kW or <input type="checkbox"/> kVA	NUMBER OF UNITS: <b>24</b>	TOTAL CAPACITY: 1200 <input checked="" type="checkbox"/> kW or <input type="checkbox"/> kVA
GENERATOR TYPE (Check one): <input type="checkbox"/> Induction <input checked="" type="checkbox"/> Inverter <input type="checkbox"/> Synchronous <input type="checkbox"/> Other _____		

**Requested Procedure Under Which to Evaluate Interconnection Request<sup>1</sup>**

Please indicate below which review procedure applies to the interconnection request. The review procedure used is subject to confirmation by the EDC.

- Level 2** – Lab-certified interconnection equipment with an aggregate electric nameplate capacity not exceeding the specifications in Section 466.90(b)(2). Lab-certified is defined in Section 466.30. (Application fee is \$100 plus \$1.00 per kVA.)
- Level 3** – Distributed generation facility does not export power. Nameplate capacity rating is less than or equal to 50 kW if connecting to area network or less than or equal to 10 MW if connecting to a radial distribution feeder. (Application fee amount is \$500 plus \$2.00 per kVA.)
- Level 4** – Nameplate capacity rating is less than or equal to 10 MVA and the distributed generation facility does not qualify for a Level 1, Level 2 or Level 3 review, or the distributed generation facility has been reviewed but not approved under a Level 1, Level 2 or Level 3 review. (Application fee amount is \$1,000 plus \$2.00 per kVA, to be applied toward any subsequent studies related to this application.)

<sup>1</sup> **Note:** Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to 83 Ill. Adm. Code 466, Electric Interconnection of Distributed Generation Facilities.

**Distributed Generation Facility Information**

**Commissioning Date:** 11/01/2018

**List interconnection components/systems to be used in the distributed generation facility that are lab-certified.**



Direct-axis Sub-transient Reactance: (X"d) \_\_\_\_\_ ohms  
Negative Sequence Reactance: \_\_\_\_\_ ohms  
Zero Sequence Reactance: \_\_\_\_\_ ohms  
Neutral Impedance or Grounding Resister (if any): \_\_\_\_\_ ohms

**For Induction Machines:**

**Note: Contact EDC to determine if all the information requested in this section is required for the proposed distributed generation facility.**

Manufacturer: \_\_\_\_\_  
Model No.: \_\_\_\_\_ Version No.: \_\_\_\_\_  
Locked Rotor Current: \_\_\_\_\_ Amps  
Rotor Resistance (Rr): \_\_\_\_\_ ohms Exciting Current: \_\_\_\_\_ Amps  
Rotor Reactance (Xr): \_\_\_\_\_ ohms Reactive Power Required: \_\_\_\_\_  
Magnetizing Reactance (Xm): \_\_\_\_\_ ohms \_\_\_\_\_ VARs (No Load)  
Stator Resistance (Rs): \_\_\_\_\_ ohms \_\_\_\_\_ VARs (Full Load)  
Stator Reactance (Xs): \_\_\_\_\_ ohms  
Short Circuit Reactance (X"d): \_\_\_\_\_ ohms  
Phases:  Single  Three Phase  
Frame Size: \_\_\_\_\_ Design Letter: \_\_\_\_\_ Temp. Rise: \_\_\_\_\_ °C.

**Reverse Power Relay Information (Level 3 Review Only)**

Manufacturer: \_\_\_\_\_  
Relay Type: \_\_\_\_\_ Model Number: \_\_\_\_\_  
Reverse Power Setting: \_\_\_\_\_  
Reverse Power Time Delay (if any): \_\_\_\_\_

**Additional Information For Inverter-Based Facilities**

**Inverter Information:**

Manufacturer: CPS Model: SCA50KTL-DO/US-480  
Type:  Forced Commutated  Line Commutated  
Rated Output: 50000 Watts 50000 Volts  
Efficiency: 98.80 % Power Factor: 1 %  
Inverter UL 1741 Listed:  Yes  No

**DC Source / Prime Mover:**

Rating: \_\_\_\_\_ kW      Rating: \_\_\_\_\_ kVA

Rated Voltage: \_\_\_\_\_ Volts

Open Circuit Voltage (if applicable): \_\_\_\_\_ Volts

Rated Current: \_\_\_\_\_ Amps

Short Circuit Current (if applicable): \_\_\_\_\_ Amps

**Other Facility Information:**

One Line Diagram attached:  Yes

Plot Plan attached:  Yes

**Customer Signature**

I hereby certify that all of the information provided in this Interconnection Request Application Form is true.

Applicant Signature: \_\_\_\_\_

Title: Director of Facility management      Date: \_\_\_\_\_

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Amount: \$1,300

**EDC Acknowledgement**

Receipt of the application fee is acknowledged and this interconnection request is complete.

EDC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Source: Amended at 41 Ill. Reg. 862, effective January 20, 2017)



# United City of Yorkville

*County Seat of Kendall County*

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-8545

Fax: 630-553-3436

Website: [www.yorkville.il.us](http://www.yorkville.il.us)

August 10, 2018

Mr. Eric Peterman

Owner

GRNE Solar

230 N Hicks Place

Palatine, IL 60067

VIA E-MAIL ([eric@GRNEsolar.com](mailto:eric@GRNEsolar.com))

RE: **GRNE Solar – Kendall County Government Campus  
Follow-up Letter for Special Use Permit Application for a Solar Farm**

Dear Mr. Peterman,

This correspondence is intended to follow-up on the recent Plan Council meeting held on August 9, 2018 to discuss the proposed Special Use Permit application for a proposed solar farm project at the above-referenced location. Per that discussion, below are the comments presented during the Plan Council meeting for which additional information, revised plans and/or a written response is requested:

### **Community Development Comments:**

#### ***Plat of Survey***

- A Plat of Survey of the subject property will need to be provided.

#### ***Glare Study***

- A glare/glint study of the proposed solar panel material shall be provided based upon industry standards or manufacturers report. Additionally, please provide the distance, in linear feet, of the closest solar module to the nearest neighboring property with a building and roadway on the Site Plan.

#### ***Height***

- A dimensioned elevation and/or manufacturers cut sheet of the proposed solar panel at full tilt to verify the maximum overall height shall be provided.
- Section 19-7-D of the City's Zoning Ordinance, the minimum clearance between the lowest point of the system and the surface which the system is mounted is ten (10) feet.

The exhibit shows a one foot seven inch (1'7") minimum clearance. Provide a statement clarifying why the minimum clearance does not meet the required standard.

### ***Fencing***

- It was noted by the petitioner's attorney that the Kendall County Sheriff's office has requested that the northern, western and eastern fence lines remaining fully transparent and unobstructed. The petitioner must provide a copy of that request in writing from the Kendall County Sherriff's office for consideration.
- Staff continues to recommend a 100% opaque fence around the entire perimeter of the proposed solar field, in either a wood or non-metallic material. Additionally, the overall fence height shall meet or exceed the height of the solar panel at full tilt.
- A dimensioned elevation and/or manufacturers cut sheet of the proposed perimeter fence is required. Staff recommends in addition to the fencing along the southern fence line facing the existing residential homes, a landscape buffer to soften the view of the expanse of fencing.

### ***Accessory Use***

- Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. Please confirm that the Kendall County campus and the parcel the proposed solar farm will be located will be consolidated into a single parcel to comply with the accessory use standard.

### ***Landscape Plan***

- Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. A Tree Preservation Plan and a landscape plan will be required as part of the Special Use application.

### ***Site Access***

- The proposed site access should be clarified on the site plan.

### ***Decommission***

- Section 10-19-9-A-3 states prior to permit issuance, the owner shall sign an acknowledgement that said owner will be responsible for any and all enforcement costs and remediation costs resulting from any violations of that chapter. The costs include, but are not limited to, removal of system, property restoration upon removal of the system, city legal expenses and hearing costs associated with violations of that chapter.
- Section 10-19-4-E states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, staff will recommend as a condition of the special use, the petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses.
- In addition to the security, staff will also recommend a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval.

**Engineering Comments:**

- Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated August 2, 2018. These work items listed in the review letter will become conditions of your Special Use and a requirement for issuance of a building permit.

Revised plans and/or responses to the comments requested herein should be provided no later than **Friday, August 24, 2018**, so that staff may incorporate the necessary information into our review of the plans for upcoming committee/commission meetings regarding the Special Use request.

Upon satisfactory receipt of the information requested by the aforementioned deadline, you will be tentatively placed on the Tuesday, September 4, 2018 Economic Development Committee meeting.

Should you have any additional questions, please feel free to contact me at 630-553-8573, or via email: [knoble@yorkville.il.us](mailto:knoble@yorkville.il.us).

Sincerely,

Krysti J. Barksdale-Noble, AICP  
Community Development Director

Encl.

Cc: Gary Golinski, Mayor (via e-mail)  
Bart Olson, City Administrator (via e-mail)  
Erin Willrett, Assistant City Administrator (via e-mail)  
Jason Engberg, AICP (via e-mail)  
Kathleen Field-Orr, City Attorney (via e-mail)  
Brad Sanderson, EEI, City Engineer (via-email)  
Lisa Pickering, Deputy City Clerk (via e-mail)  
Dan Kramer, Petitioner's Attorney (via e-mail)



August 2, 2018

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

**Re: GRNE Solar – Kendall County Complex  
Site Layout – 1<sup>st</sup> Submittal  
United City of Yorkville, Kendall County, Illinois**

Dear Krysti:

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

- GRNE Solar Design Packet (10 pages) for Kendall County.
- Follow-up Letter for Special Use Permit Application for a Solar Array Development dated April 2, 2018 and prepared by United City of Yorkville Community Development Department
- Setback Dimensions to Property Lines plan, Chain-Link fence detail, and Solar Racking Structure detail prepared by GRNE Solar.
- Interconnection Request Application Form (6 pages) prepared by GRNE Solar.

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

#### General

1. For the project to proceed engineering plans would need to be provided. The plans would need to include, but not be limited to, the following items:
  - a. Existing Conditions and Demolition Plan
  - b. Grading and Drainage Plan
  - c. Utility Plan
  - d. Erosion Control Plan
  - e. Construction Specifications and Details
  - f. Perimeter fence layout and details
2. The Zoning Ordinance prohibits the use of chain-link fencing except for vinyl coated chain-link fencing in side and rear yards. An alternative fencing detail that isn't restricted by the Zoning Ordinance should be provided.
3. The proposed site access should be clarified. It appears the access should be off an extension of the existing entrance stub off of John Street opposite from the Courthouse entrance just northeast of the Solar

Array Development. The access drive and connection to the road should be shown on the engineering plans and any access easement or agreement provided as necessary.

4. A Stormwater Permit and stormwater management report including all required runoff and detention calculations is required for development. Since the site is a non-residential parcel larger than 3 acres with more than 45,000 square feet of proposed development, detention will be required in accordance with the ordinance requirements.
5. A wetland determination/delineation will be required in accordance with the City wetland ordinance requirements.
6. In accordance with the Landscape Ordinance, a tree preservation plan will be required because the lot is greater than 5 acres in area. GRNE Solar has stated that they will provide a tree preservation plan once a contractor has been selected for the work. A landscape plan should be provided as well.
7. Since the site disturbs more than one acre, a NPDES Construction Permit from the IEPA will be required. The Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will need to be submitted to IEPA a minimum of 30 days prior to the start of construction.
8. Security will be required that will provide for removal of the system. In addition, a blanket easement allowing the City to remove the abandoned system will also be necessary. GRNE Solar has stated that they will comply with Section 10-19-9-A-3 of the Zoning Ordinance and that they have included decommissioning as a part of their agreement with Kendall County. This should be confirmed with the City.

The Developer should make the necessary revisions and re-submit plans and supporting documents along with a disposition letter for further review. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.  
Vice President

BPS/TNP/BCS

pc: Mr. Bart Olson, City Administrator (Via e-mail)  
Ms. Erin Willrett, Assistant City Administrator (Via e-mail)  
Mr. Jason Engberg, Senior Planner (Via e-mail)  
Mr. Eric Dhuse, Director of Public Works (Via e-mail)  
Mr. Pete Ratos, Building Department (Via e-mail)  
Ms. Dee Weinert, Admin Assistant (Via e-mail)  
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)  
Mr. Eric Peterman, GRNE Solar (Via e-mail)  
TNP, JAM, EEI (Via e-mail)



## **Responses to Items from the Plan Council Meeting on August 9, 2018**

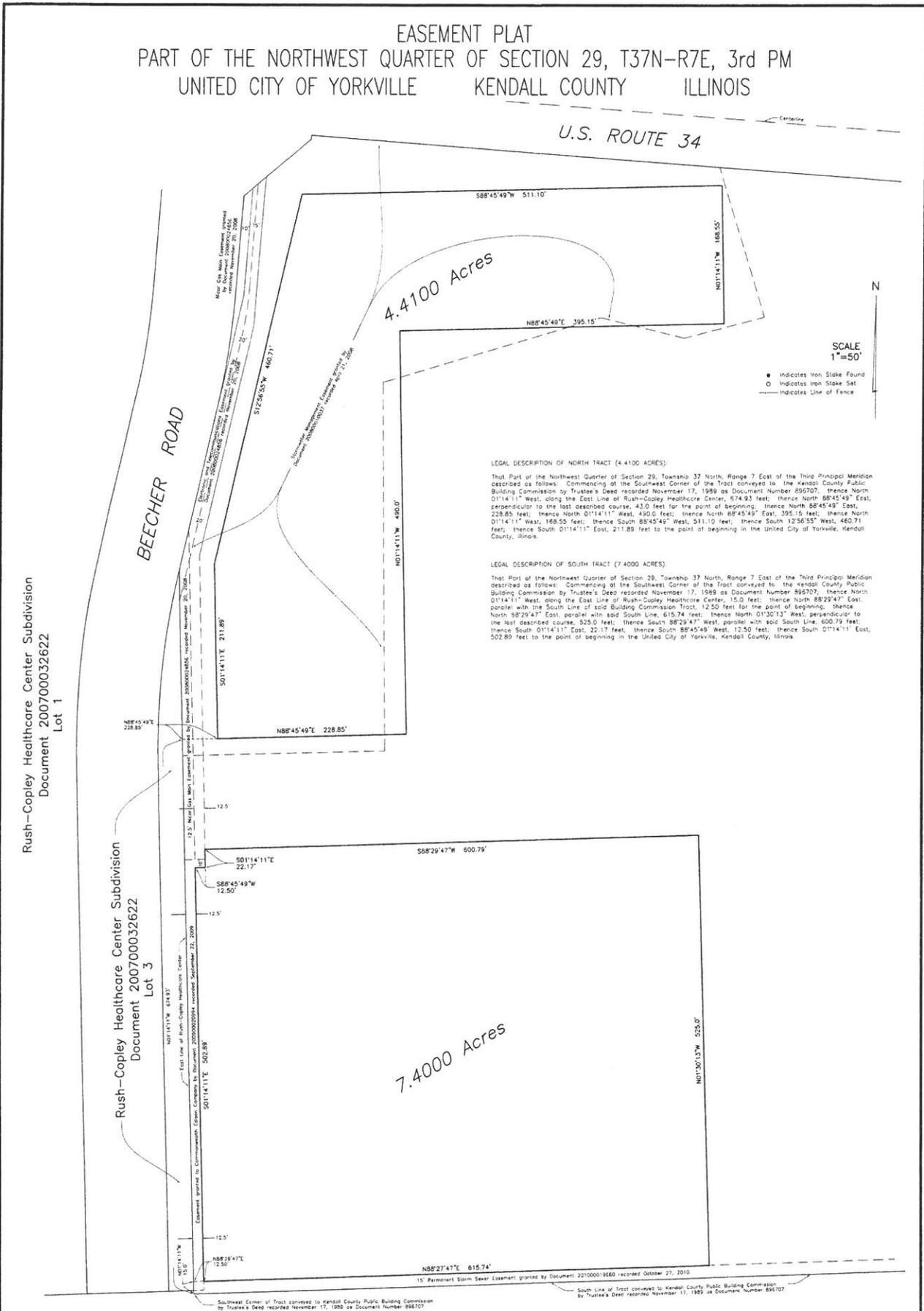
### **Solar Project for Kendall County Campus**

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# PLAT OF SURVEY

EASEMENT PLAT  
 PART OF THE NORTHWEST QUARTER OF SECTION 29, T37N-R7E, 3rd PM  
 UNITED CITY OF YORKVILLE KENDALL COUNTY ILLINOIS



JOB NO.	18036
JOB NAME	KENDALL COUNTY
DWG FILE	18036
REVISION DATE	

Phillip D. Young and Associates, Inc.  
 LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

11078 South Bridge Street  
 Yorkville, Illinois 60560  
 Telephone (630)553-1580

LEGAL DESCRIPTION OF SOUTH TRACT (7.4000 ACRES):

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North  $01^{\circ}14'11''$  West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North  $88^{\circ}29'47''$  East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North  $88^{\circ}29'47''$  East, parallel with said South Line, 615.74 feet; thence North  $01^{\circ}30'13''$  West, perpendicular to the last described course, 525.0 feet; thence South  $88^{\circ}29'47''$  West, parallel with said South Line, 600.79 feet; thence South  $01^{\circ}14'11''$  East, 22.17 feet; thence South  $88^{\circ}45'49''$  West, 12.50 feet; thence South  $01^{\circ}14'11''$  East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

# Solar and Glare



## I. Introduction

A common misconception about solar photovoltaic (PV) panels is that they inherently cause or create “too much” glare, posing a nuisance to neighbors and a safety risk for pilots. While in certain situations the glass surfaces of solar PV systems can produce glint (a momentary flash of bright light) and glare (a reflection of bright light for a longer duration), light absorption, rather than reflection, is central to the function of a solar PV panel - to absorb solar radiation and convert it to electricity. Solar PV panels are constructed of dark-colored (usually blue or black) materials and are covered with anti-reflective coatings. Modern PV panels reflect as little as two percent of incoming sunlight, about the same as water and less than soil or even wood shingles (SEIA/Sandia 2013). Some of the concern and misconception is likely due to the confusion between solar PV systems and concentrated solar power (CSP) systems. CSP systems typically use an array of mirrors to reflect sunlight to heat water or other fluids to create steam that turns an electric generator. These typically involve large ground-mounted reflectors, usually in remote desert locations, and are not installed in residential or commercial areas or near airports.

Solar PV system on the left compared to a parabolic trough CSP system on the right. Photo Copyright DOE/NREL/ORNL



## II. PV on or near airports

# Solar and Glare

As of June 2013, there were over 30 solar projects in operation at airports in 15 different states (Barrett 2013). Solar installations have been successfully located at or near US international airports in Boston, New York, San Francisco, and Denver, among others. Yet concerns over glint (a quick reflection) and glare (a longer reflection) often arise when a PV system is proposed on or near an airport. Pilots are familiar with both glint and glare as reflection is a common phenomenon, especially off of bodies of water or in the form of glare from the sun itself. However, issues can arise if the solar PV system were to cast glare into an air traffic control tower.<sup>1</sup>

The Federal Aviation Administration (FAA) has been actively reviewing the impact of glare from solar panels to streamline an evaluation process that ensures safety while creating more opportunity for solar installations on or near airports. The FAA filed notice of its Interim Policy for review of solar energy systems on federally obligated airports (i.e. airports which receive federal funding) in October of 2013.<sup>2</sup> This policy requires that a sponsor of a federally obligated airport must request FAA review and approval to install solar on its "airport layout plan." Federally-obligated airports must also notify the FAA of its intent to construct any solar installation by filing FAA form 7460-1. The interim FAA policy also requires the use of the Solar Glare Hazard Analysis Tool for on-airport solar development.

## III. FAA and the Solar Glare Hazard Analysis Tool

In order to understand and model glare in accordance with FAA standards, Sandia National Laboratories developed the Solar Glare Hazard Analysis Tool (SGHAT). Standardized safety metrics define what glare intensity will cause unwanted visual impacts to Air Traffic Control towers and airplane pilots. SGHAT can be used to evaluate the potential of a particular PV array to produce glare intensity, predicting when and where glare will occur from a prescribed PV array at user-defined observation points (i.e. from the Air Traffic Control Tower or from a series of points along an aircraft landing route) and be combined with Google maps for an easy user interface. In instances where glare may be a concern, the tool can prescribe minor adjustments to the tilt, direction, and location of the panels to alleviate any issues. SGHAT will predict annual energy production for the various adjusted positions (SEIA/Sandia PPT).

## IV. Role for Local Governments

Local governments may wish to include airport guidance within their local zoning ordinances that address solar PV. The North Carolina Solar Center *Template Solar Energy Development Ordinance for North Carolina*<sup>3</sup> includes a section on airports and recommends aviation notification steps for both on-airport solar projects and installations within 5 nautical miles of an airport. In addition to amendments to local zoning codes, local governments have the opportunity to conduct outreach to airports,

<sup>1</sup> <http://www.unionleader.com/article/20120830/NEWS02/708309966/0/newhampshire>

<sup>2</sup> <http://www.gpo.gov/fdsys/pkg/FR-2013-10-23/pdf/2013-24729.pdf>

<sup>3</sup> [http://ncsc.ncsu.edu/wp-content/uploads/Template-Solar-Ordinance\\_V1.0\\_12-18-13.pdf](http://ncsc.ncsu.edu/wp-content/uploads/Template-Solar-Ordinance_V1.0_12-18-13.pdf)

# Solar and Glare

organizations and local stakeholders about methods for predicting and managing glare impacts from solar panels near airports or other locations. Such outreach furthers the safety goals of the FAA and the solar energy development goals of municipalities and communities. Spreading awareness of the safety of PV systems along with FAA guidance and glare measurement tools will help foster informed communities and enable the deployment of safe and productive solar PV projects in locations where glint and glare may be of concern.

## V. Useful Links

Sandia Solar Glare Mapping Tools: <https://share.sandia.gov/phlux>

## V. Citations

Barrett, S., June 2013, Glare Factor: Solar Installations And Airports, *Solar Industry, Volume 6, Number 5*.  
[http://www.solarindustrymag.com/issues/SI1306/FEAT\\_02\\_Glare\\_Factor.html](http://www.solarindustrymag.com/issues/SI1306/FEAT_02_Glare_Factor.html).

Federal Register 2013, etc.: <http://www.gpo.gov/fdsys/pkg/FR-2013-10-23/pdf/2013-24729.pdf>

SEIA/Sandia Webinar on Solar PV and Glare:

<http://www.seia.org/sites/default/files/resources/Final%20ofAA%20Webinar%20Slides%20August%202013.pdf>

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*Authors: Caroline Palmer and Chad Laurent, Meister Consultants Group, Inc.*

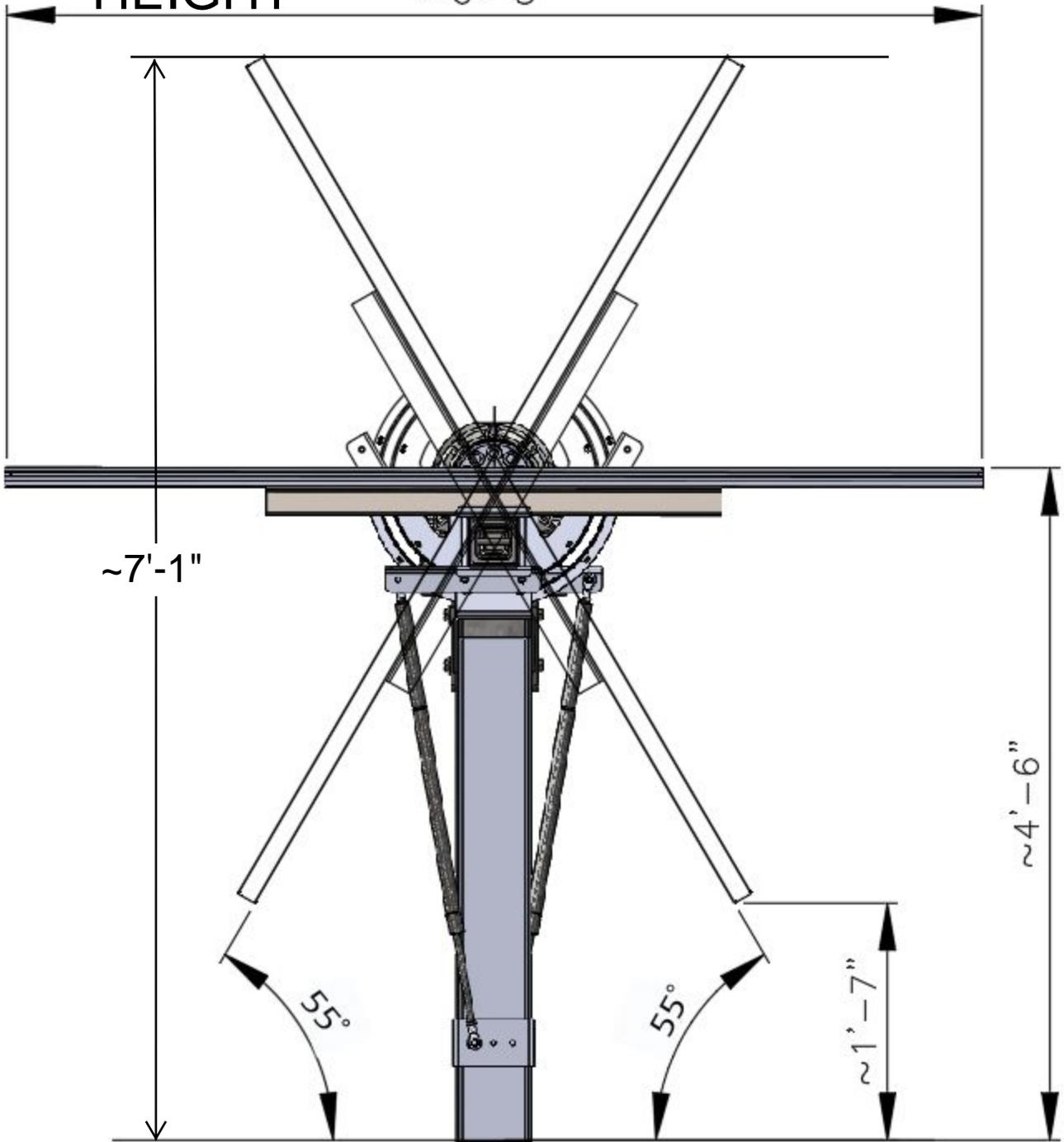
**Meister Consultants Group, Inc. | 98 N. Washington St., Suite 302, Boston, MA 02114 | [www.mcgroup.com](http://www.mcgroup.com)**

*This fact sheet, produced by Meister Consultants Group, Inc., is supported by the following team of organizations: ICLEI-USA; International City/County Management Association (ICMA); Solar Electric Power Association (SEPA); Interstate Renewable Energy Council, Inc. (IREC); North Carolina Solar Center (NCSC); The Solar Foundation (TSF); American Planning Association (APA); and National Association of Regional Councils (NARC).*

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HEIGHT

~6'-5"



~7'-1"

~4'-6"

55°

55°

~1'-7"

## HEIGHT

*Section 19-7-D of the City's Zoning Ordinance, the minimum clearance between the lowest point of the system and the surface which the system is mounted is ten (10) feet. The exhibit shows a one foot seven inch (1'7") minimum clearance. Provide a statement clarifying why the minimum clearance does not meet the required standard.*

The diagram on the previous page detailing the solar array is designed to manufacturer's specifications. At these specifications this is a minimum ground clearance of 1'7". The current zoning ordinance requires a minimum distance of 10' clearance from the ground. This would not meet any of the industry's racking specifications and would further lift the solar modules off the ground causing them to be more visible and would cause issues with wind load rating. The 1'7" clearance will provide a discrete installation of the solar modules which will allow them to be fully covered by the fencing and will meet manufacturer specification and building requirements with wind load ratings.



DuraTrack® HZ v3

RELIABILITY IS POWER.

167X

fewer components than  
competitive trackers

99.9996%

Uptime Reliability

**ARRAY TECHNOLOGIES, INC.**

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Albuquerque, NM 87109 USA

+1 505.881.7567  
+1 855.TRACKPV (872.2578)  
+1 505.881.7572

sales@arraytechinc.com

arraytechinc.com

**THE MOST RELIABLE TRACKER UNDER THE SUN**

**HIGHEST POWER DENSITY.**

Higher density means more power and more profit. DuraTrack HZ v3 offers the unique ability to maximize the power density of each site, boasting 6% more density than our closest competitor.

**LEADING TERRAIN ADAPTABILITY.**

Uneven terrain? Hill yes! Our flexibly linked architecture, with articulating driveline joints and forgiving tolerances, create the most adaptable system in market for following natural land contours and creates the greatest power generation potential from every site.

**FEWER COMPONENTS. GREATER RELIABILITY.**

Less is more. Array was founded on a philosophy of engineered simplicity. Minimizing potential failure points (167 times fewer components than competitors), DuraTrack HZ v3 consistently delivers higher reliability and an unmatched uptime of 99.99%.

**FAILURE-FREE WIND DESIGN.**

DuraTrack HZ v3 was designed and field tested to withstand some of the harshest conditions on the planet. It is the only tracker on the market that reliably handles wind events with a fully integrated, fully automatic wind-load mitigation system.

**ZERO SCHEDULED MAINTENANCE.**

Three decades of solar tracker system design, engineering and testing has resulted in uncompromising reliability. Maintenance-free motors and gears, fewer moving parts, and industrial-grade components means maintenance-free energy generation.



## DuraTrack® HZ v3

### COST VERSUS VALUE

We believe value is more than the cost of a tracking system. It's about building with forgiving tolerances and fewer parts so construction crews can work efficiently. It means protecting your investment with a failure-free wind management system. It also includes increasing power density. But most of all, value is measured in operational uptime, or reliability. Ours is 99.996%... and we're still improving on it.

### THE GLOBAL LEADER IN RELIABILITY

Array has spent decades designing and perfecting the most reliable tracker on the planet. Fewer moving parts, stronger components and intelligent design that protects your investment in the harshest weather are but a few of the innovative differences that keep your system running flawlessly all day and you resting easy at night.

#### STRUCTURAL & MECHANICAL FEATURES/SPECIFICATIONS

Tracking Type	Horizontal single axis
kW per Drive Motor	Up to 907 kW DC using 360W crystalline
String Voltage	Up to 1,500V DC
Maximum Linked Rows	28
Maximum Row Size	80 modules (crystalline, 1,000V DC) & 90 modules (crystalline, 1,500V DC)
Drive Type	Rotating gear drive
Motor Type	2 HP, 3 PH, 480V AC
Motors per 1 MW AC	Less than 2
East-West / North-South Dimensions	Site / module specific
Array Height	54" standard, adjustable (46" min height above grade)
Ground Coverage Ratio (GCR)	Flexible, 28-45% typical, others supported on request
Terrain Flexibility	N-S tolerance: 0°-8.5° Standard, option to increase Driveline: 40° in all directions
Modules Supported	Most commercially available, including frameless crystalline and thin film
Tracking Range of Motion	± 52°
Operating Temperature Range	-30°F to 130°F (-34°C to 55°C)
Module Configuration	Single-in-portrait standard. Two-or-three in landscape (framed or frameless), four-in-landscape (thin film) also available.
Module Attachment	Single fastener, high-speed mounting clamps with integrated grounding. Traditional rails for crystalline in landscape, custom racking for thin film and frameless crystalline per manufacturer specs.
Materials	HDG steel and aluminum structural members
Allowable Wind Load (IBC 2012)	135 mph, 3-second gust exposure C
Wind Protection	Passive mechanical system relieves wind and obstruction damage — no power required

#### ELECTRONIC CONTROLLER FEATURES/SPECIFICATIONS

Solar Tracking Method	Algorithm with GPS input
Control Electronics	MCU plus Central Controller
Data Feed	MODBUS over Ethernet to SCADA system
Night-time Stow	Yes
Tracking Accuracy	± 2° standard, field adjustable
Backtracking	Yes

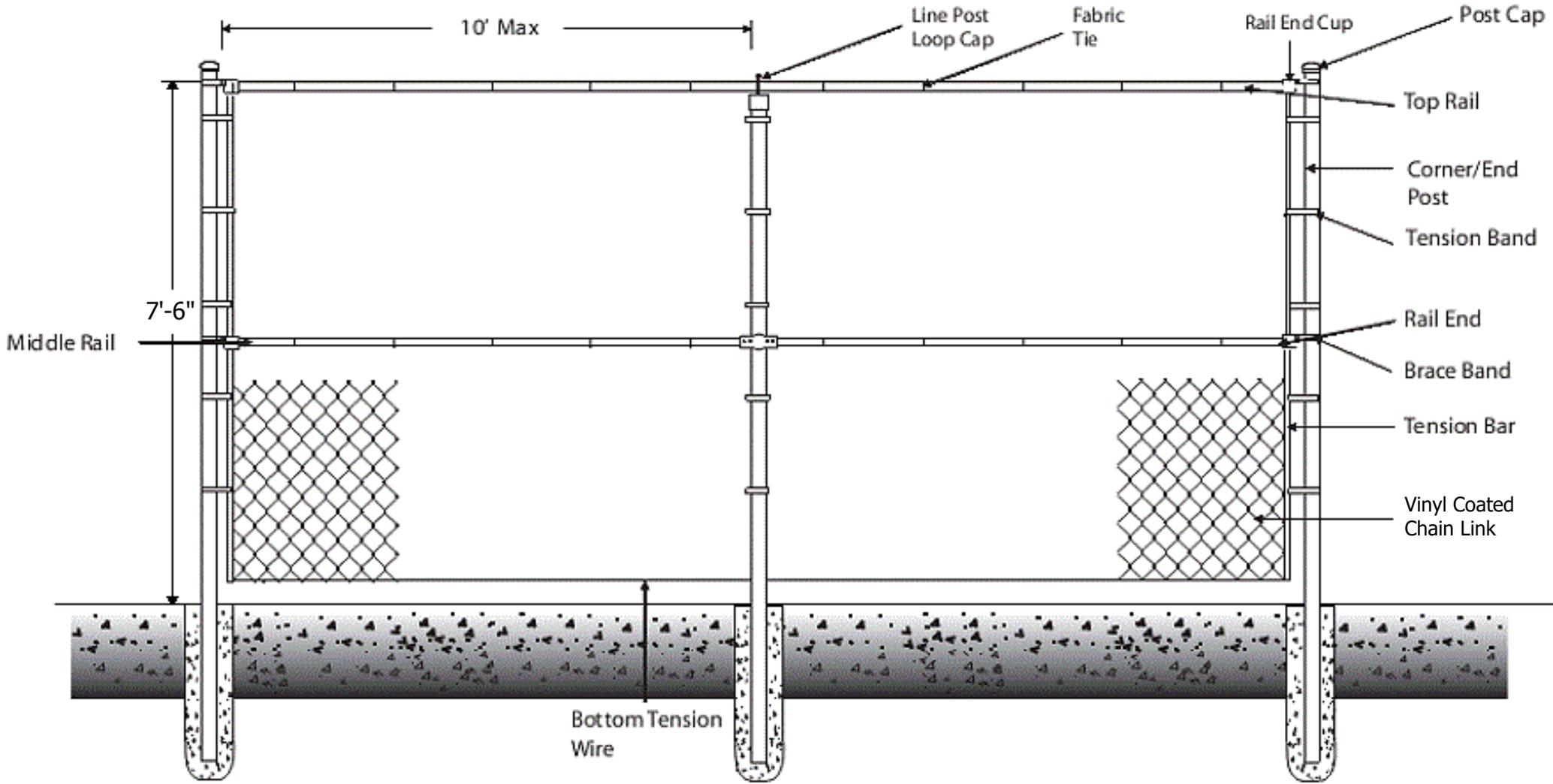
#### INSTALLATION, OPERATION & MAINTENANCE

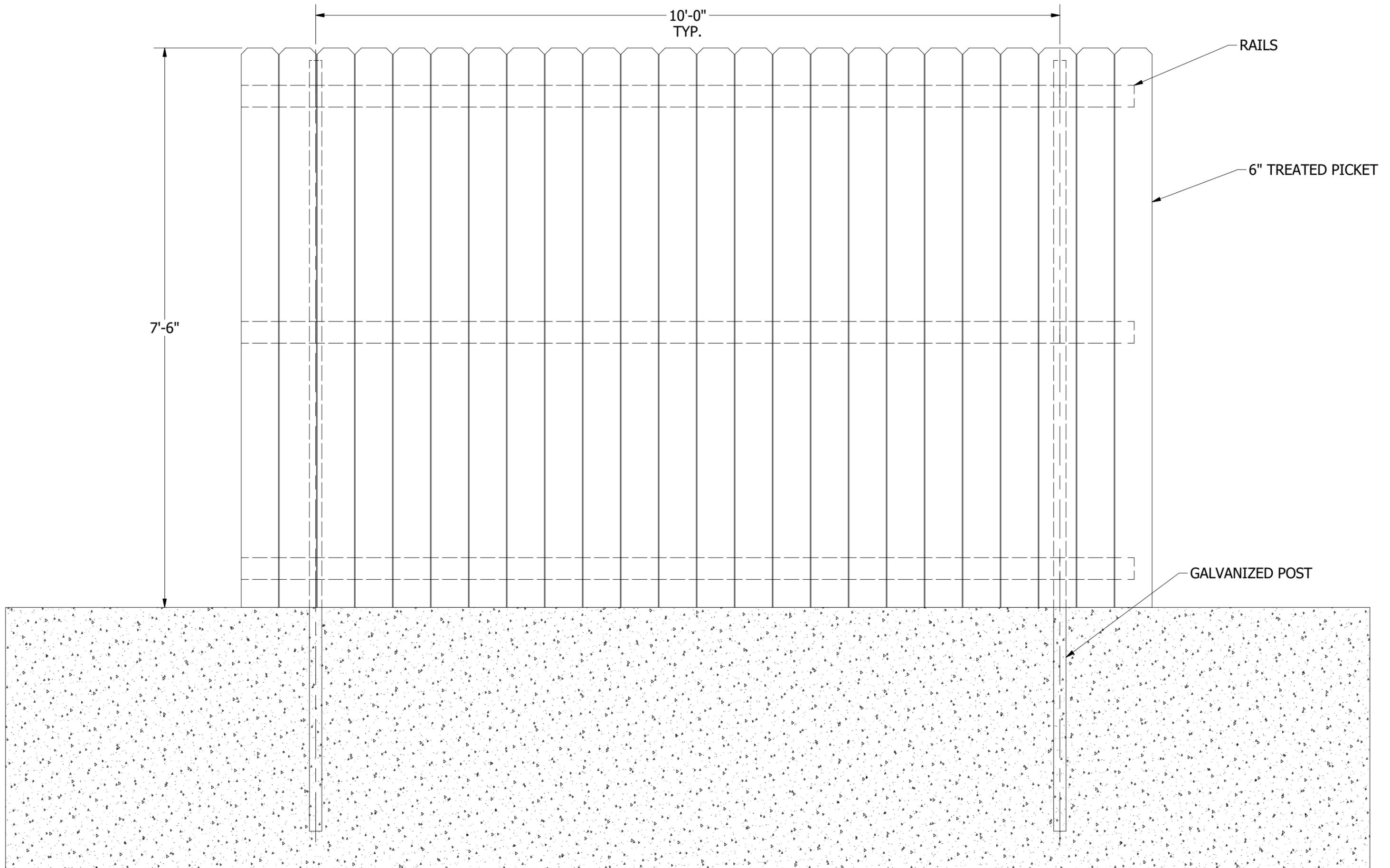
PE Stamped Structural Calculations & Drawings	Yes
On-site Training & System Commissioning	Yes
Connection Type	Fully bolted connections, no welding
In-field Fabrication Required	No
Dry Slide Bearings & Articulating Driveline Connections	No lubrication required
Scheduled Maintenance	None required

#### GENERAL

Annual Power Consumption (kWh per 1 MW)	400 kWh per MW per year, estimated
Land Area Required per 1 MW	Approx. 5 to 5.75 acres per MW @ 33% GCR (site and design specific)
Energy Gain vs. Fixed-Tilt	Up to 25%, site specific
Warranty	10 year structural, 5 year drive & control components
Patent Numbers	US patent 8,459,249. US patent 9,281,778. US patent 9,581,678 B2 and patents pending
Codes and Standards	UL Certified (3703 & 2703)

# FENCING





SOUTH FENCE DETAIL

## **ACCESSORY USE**

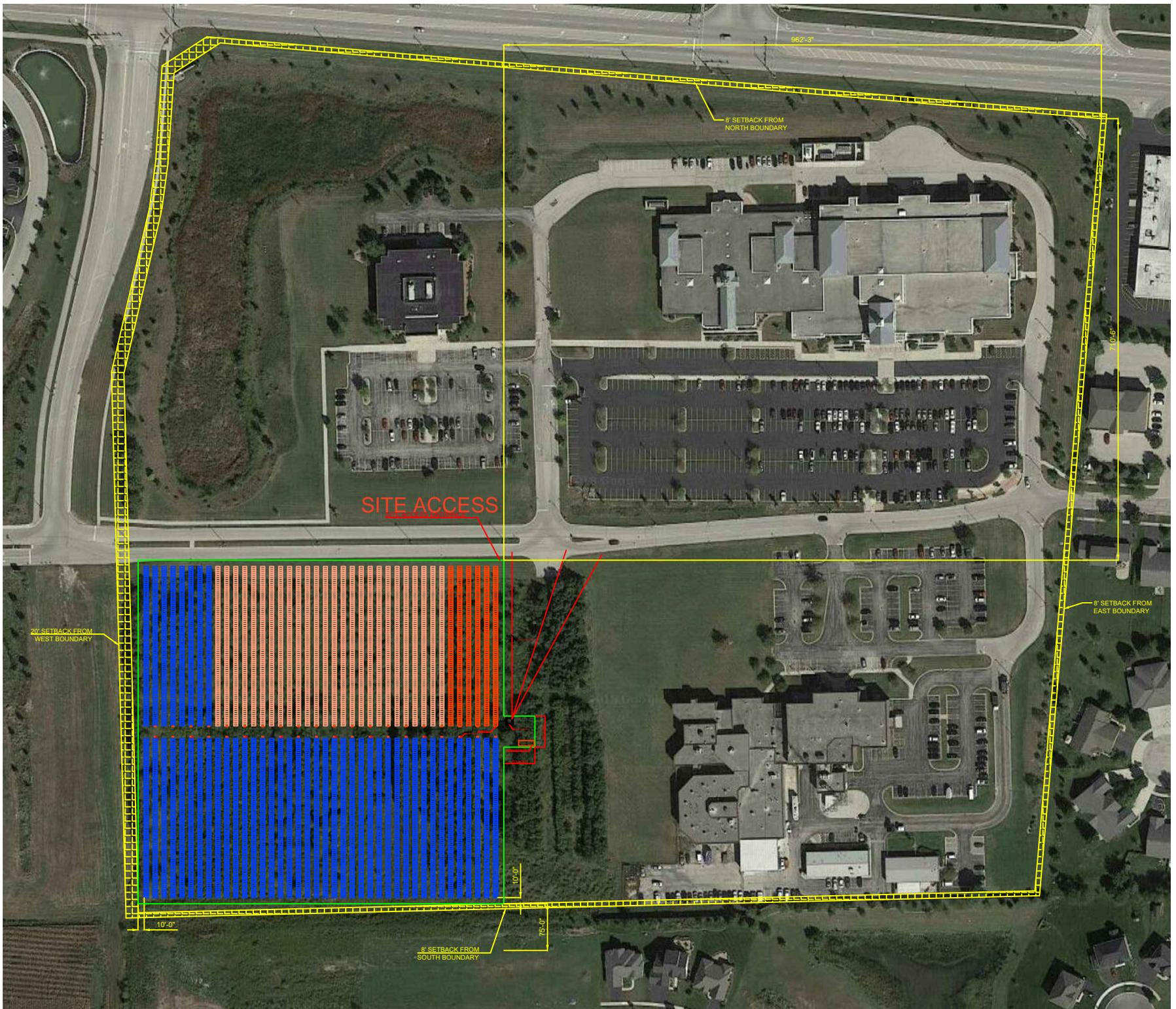
*Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. Please confirm that the Kendall County campus and the parcel the proposed solar farm will be located will be consolidated into a single parcel to comply with the accessory use standard.*

This is the case and has been provided.

## **LANDSCAPE PLAN**

*Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. A Tree Preservation Plan and a landscape plan will be required as part of the Special Use application.*

This is being developed and will be provided.



SITE ACCESS

20' SETBACK FROM WEST BOUNDARY

8' SETBACK FROM NORTH BOUNDARY

8' SETBACK FROM EAST BOUNDARY

8' SETBACK FROM SOUTH BOUNDARY

10'-0"

10'-0"

75'-0"

862'-9"

10'-6"

## DECOMMISSIONING

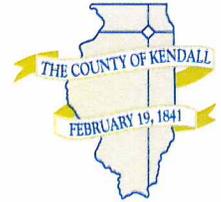
- *Section 10-19-9-A-3 states prior to permit issuance, the owner shall sign an acknowledgement that said owner will be responsible for any and all enforcement costs and remediation costs resulting from any violations of that chapter. The costs include, but are not limited to, removal of system, property restoration upon removal of the system, city legal expenses and hearing costs associated with violations of that chapter.*
- *Section 10-19-4-E states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, staff will recommend as a condition of the special use, the petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses.*
- *In addition to the security, staff will also recommend a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval.*

This is being discussed between the County and the City and will be provided.



Kendall County  
*Office of the Sheriff*

Dwight A. Baird, Sheriff  
1102 Cornell Lane Yorkville Illinois 60560  
Phone: 630-553-7500 Fax: 630-553-1972  
www.co.kendall.il.us/sheriff



August 16, 2018

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

Via: [knoble@yorkville.il.us](mailto:knoble@yorkville.il.us)

RE: GRNE Solar Special Use Application

Dear Ms. Barksdale Noble:

Please be advised that I reviewed the Development Plan for the proposed Solar Panel Filed to Service the Kendall County Governmental Complex.

Continuing the overall planning strategy of my Predecessor in Office, Sheriff Richard Randall, it is of utmost safety importance for the Kendall County Sheriff's Department to ensure safety on the entire County Campus. Toward that end we have refrained from placing any obstructive views from the Sheriff's Department Headquarters not only in the land surrounding our facility, but in the complimentary currently existing Kendall County Courthouse and Public Health Building, as well as any future buildings that would be constructed on the Campus.

While we are cognizant of having screening between residential and non-residential uses, we would not object to a solid wood fence on the south side of the proposed solar field so that there is a buffer with residential users to the south even though there is a great distance between the uses. As to the other three sides of the project we would definitely require an open chain-linked type fence so that we have a clear field of vision from the second floor of our Sheriff's Building. This type of fencing would provide on-site views to our and the United City of Yorkville patrol officers if anyone were trespassing inside the facility. If this development creates any blind spots or any areas that would necessitate additional cameras, we would expect the GRNE Solar Company to be responsible to pay for them.

We are not at all worried about access given the roadway system that has been developed in that there would be an access gate to the facility which we will work with the Developer on having access to for public safety purposes.

If you should have any other questions please feel free to contact me at the Kendall County Sheriff's Department.

Respectfully Submitted,

*Dwight Baird*

Dwight Baird,  
Kendall County Sheriff

*P.P. Harold Martin  
under sheriff*



**Hampton, Lenzini and Renwick, Inc.**  
Civil Engineers • Structural Engineers • Land Surveyors  
www.hlrengineering.com

September 14, 2018

Mr. Eric Peterman  
GRNE Solar  
230 N. Hicks Place  
Palatine, IL 60067

Re: Tree and Shrub Inventory  
Kendall County Solar Project  
Yorkville, Kendall County, Illinois

Dear Mr. Peterman:

On September 10-12, 2018 Hampton, Lenzini and Renwick, Inc. (HLR) performed a tree and shrub inventory within the Kendall County Solar Project property located southeast of the intersection of John Street and Beecher Street in Yorkville, Illinois. The project area consists of an abandoned tree and shrub nursery.

The United City of Yorkville requires a survey of all trees measuring four inches in diameter-breast-height (DBH) or greater. Additionally, per a September 6, 2018 phone conversation with Ms. Krysti Barksdale-Noble, Community Development Director, the approximate number and species of shrubs were recorded but their locations were not surveyed as she stated this was not necessary.

### **Methodology**

All trees within the project area, measuring four inches in DBH or greater, were surveyed. A diameter measuring tape was used to determine DBH. For trees having more than one trunk (i.e., multi-stemmed trees), the largest diameter trunk was measured and the tree was noted as having multiple trunks. A numbered tag was nailed to each surveyed tree and its DBH, botanical name, common name, and general health (e.g., excellent, good, fair, poor, dead) were recorded.

Planted shrubs not having a stem measuring four inches in DBH or greater, were not tagged or surveyed; however, their presence was recorded and is noted on page 1 of the enclosed Tree and Shrub Inventory. Opportunistic (i.e., non-planted trees and shrubs) less than four inches DBH were not inventoried. Opportunistic species included honeysuckles (*Lonicera* spp.), black cherry (*Prunus serotina*), Eastern Cottonwood (*Populus deltoides*) among others.

The location of each inventoried tree was surveyed using a hand held Trimble R1GNSS receiver and overlaid on an aerial photograph as provided on page 2 of the Tree and Shrub Inventory. Locations of planted shrubs were marked on an aerial in the field and their locations transposed onto the Tree and Shrub Inventory.

**Results and Summary**

A total of 848 trees comprised of 22 species were tagged and surveyed. A table summarizing all tagged and surveyed trees is provided on page 3 of the Tree and Shrub Inventory. The three most dominant species were river birch (*Betula nigra*), dwarf river birch (*Betula nigra* "Little King" var.), and red oak (*Quercus rubra*). Together, these three species account for approximately 70 percent of the trees recorded.

**Table 1** contains a summary of the recorded tree species by common and scientific name, number of individuals, and percentage of all trees. A complete tally of all inventoried trees is provided on page 3 of the Tree and Shrub Inventory.

**Table 1 - Individual Species Data**

<b>Species (Common Name   Scientific Name)</b>	<b>Count</b>	<b>Percentage</b>
American Elm ( <i>Ulmus americana</i> )	2	0.24%
American Hophornbeam ( <i>Ostrya virginiana</i> )	3	0.35%
Austrian Pine ( <i>Pinus nigra</i> )	1	0.12%
Basswood ( <i>Tilia americana</i> )	1	0.12%
Black Cherry ( <i>Prunus serotina</i> )	36	4.25%
Black Walnut ( <i>Juglans nigra</i> )	39	4.60%
Box Elder ( <i>Acer negundo</i> )	1	0.12%
Bradford Pear ( <i>Pyrus calleryana</i> )	5	0.59%
Bur Oak ( <i>Quercus macrocarpa</i> )	54	6.37%
Chinkapin Oak ( <i>Quercus muehlenbergii</i> )	1	0.12%
Common Buckthorn ( <i>Rhamnus cathartica</i> )	6	0.71%
Crabapple ( <i>Malus</i> sp.)	1	0.12%
Dwarf River Birch ( <i>Betula nigra</i> 'Little King' var.)	206	24.29%
Eastern Cottonwood ( <i>Populus deltoides</i> )	7	0.83%
English Oak ( <i>Quercus robur</i> )	1	0.12%
Green Ash ( <i>Fraxinus pennsylvanica</i> )	53	6.25%
Ohio Buckeye ( <i>Aesculus glabra</i> )	9	1.06%
Red Cedar ( <i>Juniperus virginiana</i> )	13	1.53%
Red Oak ( <i>Quercus rubra</i> )	148	17.45%
River Birch ( <i>Betula nigra</i> )	243	28.66%
Swamp White Oak ( <i>Quercus bicolor</i> )	17	2.00%
White Mulberry ( <i>Morus alba</i> )	1	0.12%
<b>Total</b>	<b>848</b>	<b>100.00%</b>

Table 2 presents the inventoried tree data by health. Health refers to the overall condition of the tree, specifically the vigor and productivity of the tree. Signs of disease, insects, presence of fungus, dead wood, or holes on the main trunk, and leaf condition are all considered when evaluating the health of the tree. In addition, bark damage, lean, cankers, and twig development are also used when evaluating the

health of a tree.

Most trees (over 39 percent) were classified as fair. This rating was mainly driven by the fact that the trees were planted close together in anticipation of being sold before reaching maturity. However, since the nursery is abandoned the trees are competing against each other for sunlight which has led to significant dieback of lower limbs (i.e., shade pruning). No trees in excellent condition were found. This was mainly due to the close growing conditions and competition for light. Dead trees accounted for almost three percent of the inventoried trees. All but one of the dead trees were green ash. Signs and symptoms of emerald ash borer (*Agrilus planipennis*) were present on the green ash.

**Table 2 - Tree Data by Health**

<b>Health</b>	<b>Count</b>	<b>Percentage</b>
Dead	21	2.48%
Poor	228	26.89%
Fair	334	39.39%
Good	265	31.25%
Excellent	0	0.0%
<b>Total</b>	<b>848</b>	<b>100.00%</b>

Please do not hesitate to contact me at 847-531-0288 if you should have any questions regarding this information.

Sincerely,

**HAMPTON, LENZINI AND RENWICK, INC.**



By:

Patrick Hickey  
Certified Arborist (IL-1832A)

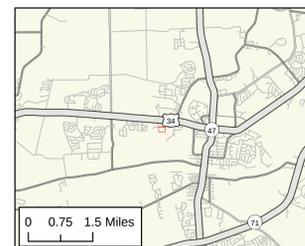
Enclosure: Tree and Shrub Inventory (3 pages)



# GRNE Solar Kendall County Tree and Shrub Inventory

Tagged and Surveyed  
Tree Locations

- Project Area
- American Elm (*Ulmus americana*)
- American Hophornbeam (*Ostrya virginiana*)
- Austrian Pine (*Pinus nigra*)
- Basswood (*Tilia americana*)
- Black Cherry (*Prunus serotina*)
- Black Walnut (*Juglans nigra*)
- Box Elder (*Acer negundo*)
- Bradford Pear (*Pyrus calleryana*)
- Bur Oak (*Quercus macrocarpa*)
- Chinkapin Oak (*Quercus muehlenbergii*)
- Common Buckthorn (*Rhamnus cathartica*)
- Crabapple (*Malus sp.*)
- Dwarf River Birch (*Betula nigra* 'Little King' var.)
- Eastern Cottonwood (*Populus deltoides*)
- English Oak (*Quercus robur*)
- Green Ash (*Fraxinus pennsylvanica*)
- Ohio Buckeye (*Aesculus glabra*)
- Red Cedar (*Juniperus virginiana*)
- Red Oak (*Quercus rubra*)
- River Birch (*Betula nigra*)
- Swamp White Oak (*Quercus bicolor*)
- White Mulberry (*Morus alba*)



All trees having a DBH equal to or greater than four inches were tagged and surveyed.



## **LANDSCAPE PLAN**

*Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four-inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. A Tree Preservation Plan and a landscape plan will be required as part of the Special Use application.*

Considering the site is currently a storage home for a subset of trees, a landscaping plan is being developed to help clear this space to prepare for the project. We are in discussion with the Sheriff's office, local stakeholder's, our attorney Dan Kramer, and the City of Yorkville to devise a plan that works for all parties.

The history of the trees at this site have been moved three times and have landed here as a staging area and were not meant for permanent residency. We are working to better understand the options for removal of these trees. Please see attached, the completed tree study performed by HLR Engineering. Also attached are renderings of the landscaping proposed on the south boundary of the property. These trees will be a coniferous species so as not to lose their leaves in the winter to have a year-round presence to help with ascetics for the solar field. The trees shall be a height of 4' when installed and spaced at 35' on center to accommodate the mature nature of the trees.

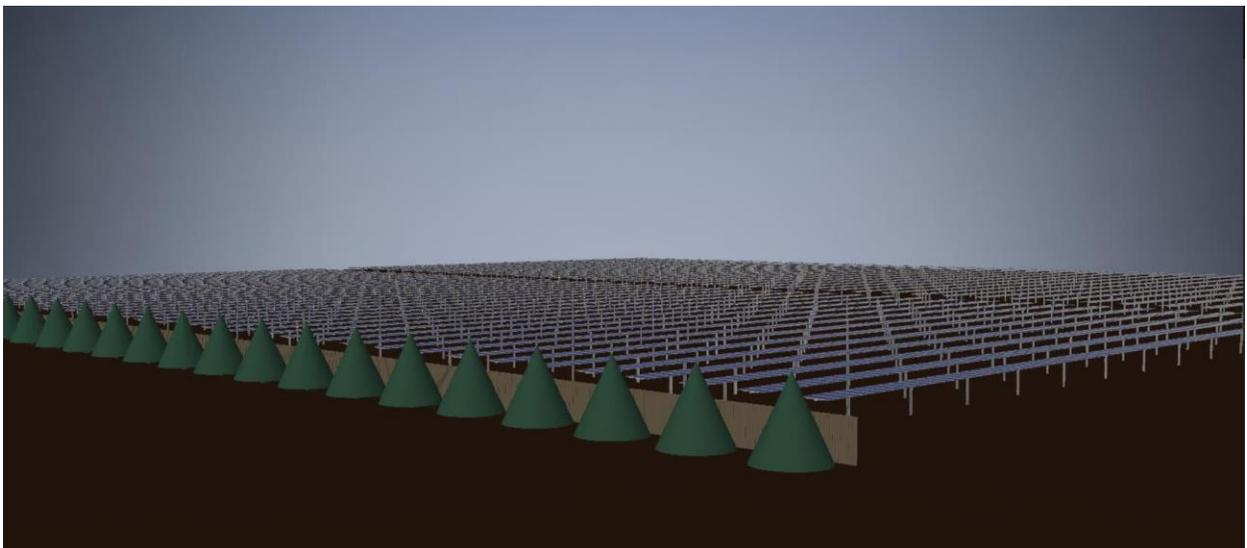
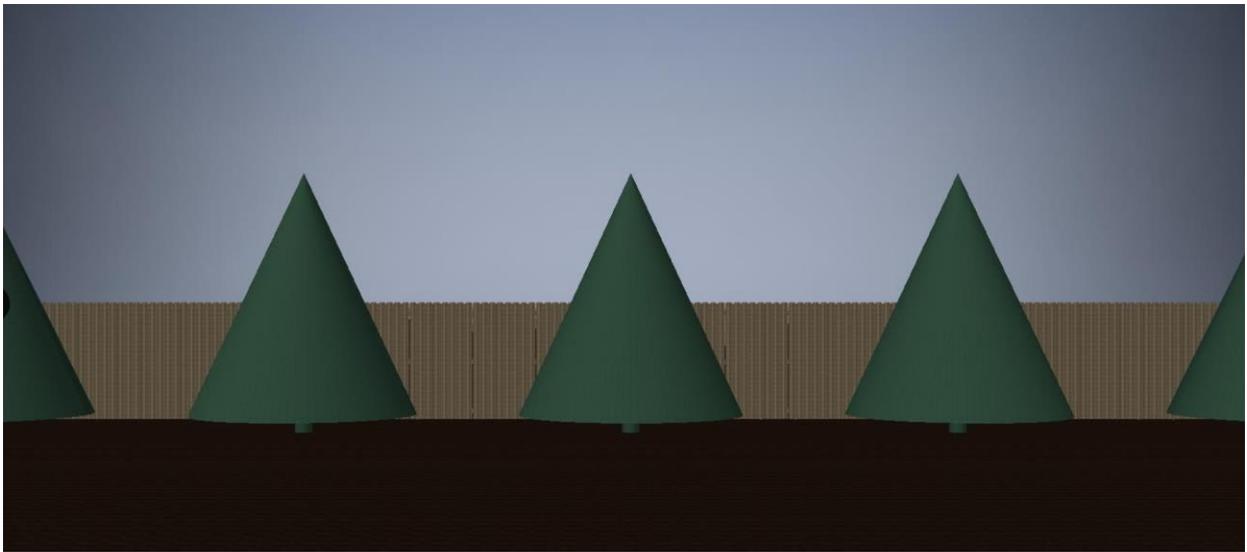
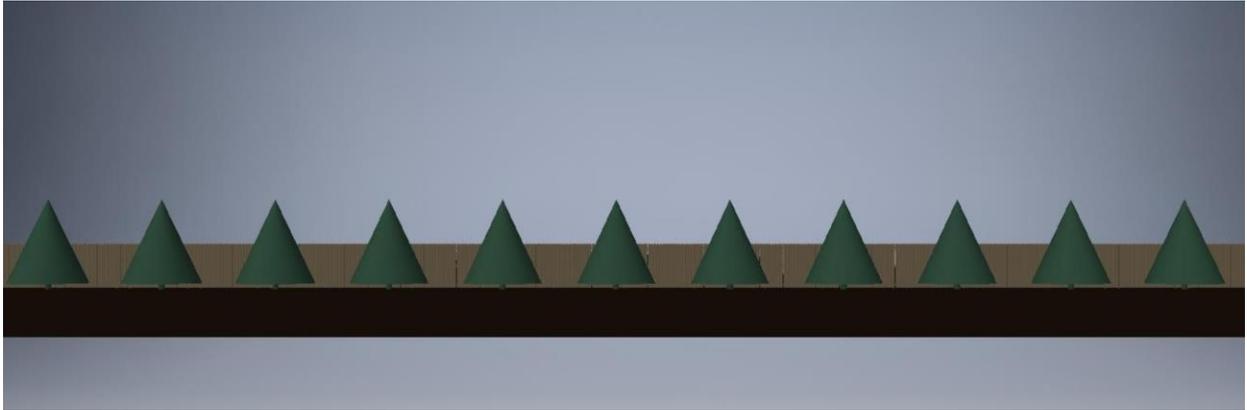
### **Onsite Pictures of the current landscape**

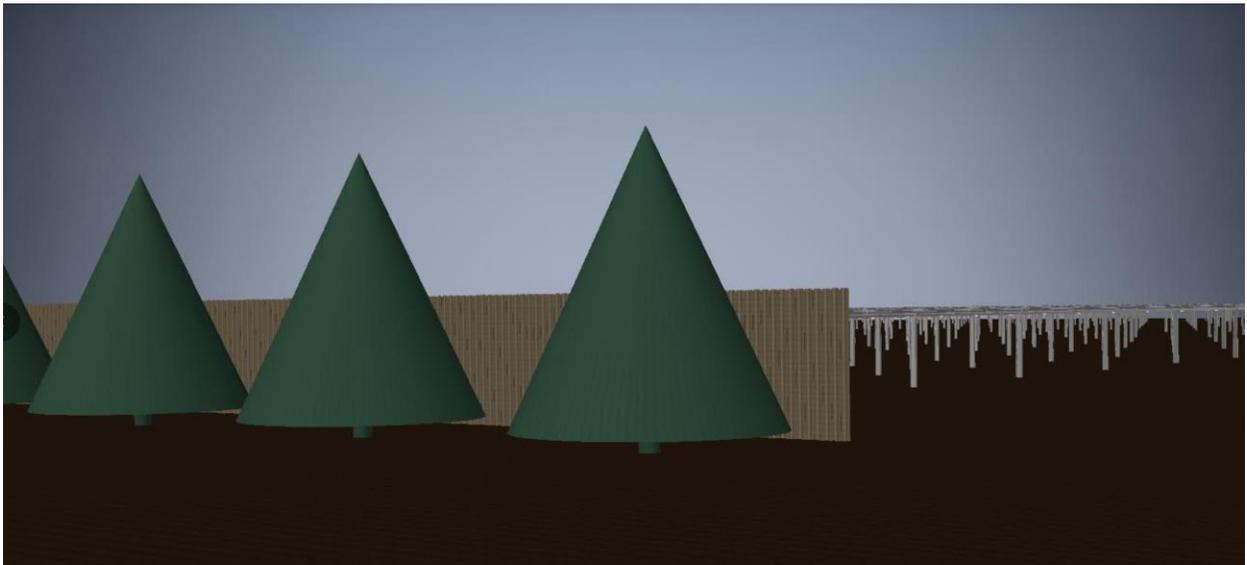
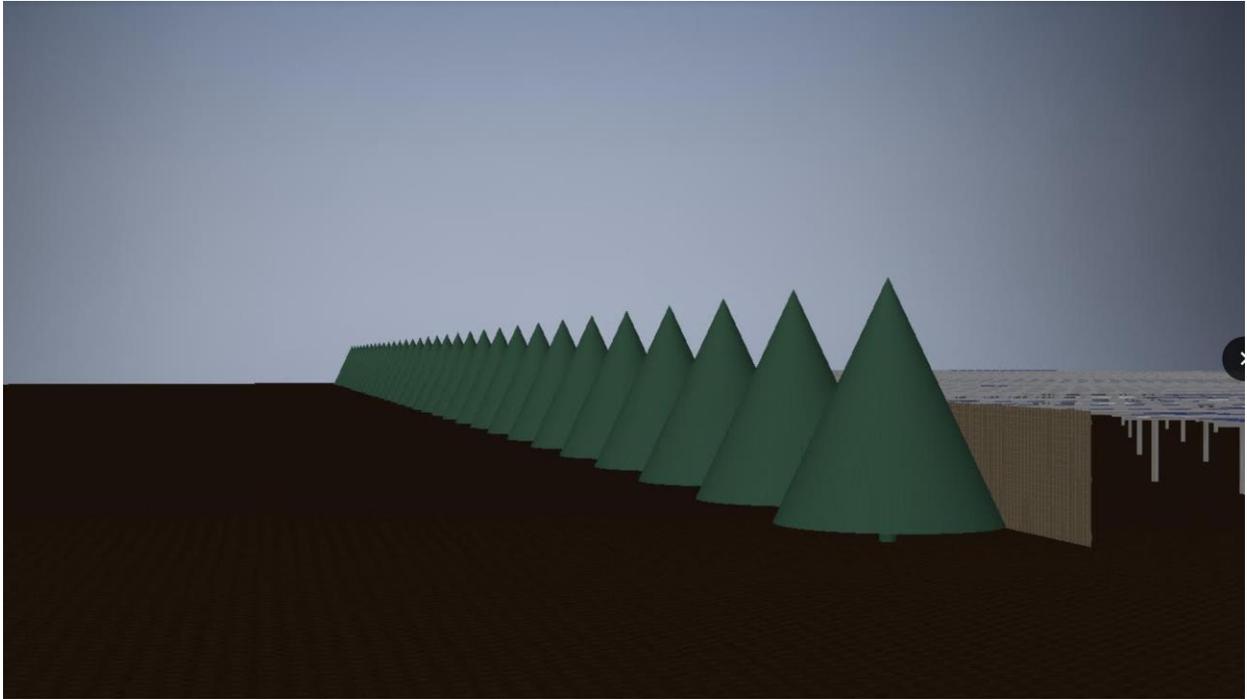






## Renderings of Landscape at the South side of Array







# BLACKBERRY WOODS HOMEOWNER'S ASSOCIATION

Open Forum



# AGENDA

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- Project Anatomy
- Sound Study
- Landscape Layout
- HOA Questions
- Site Maintenance
- Prior GRNE Installations

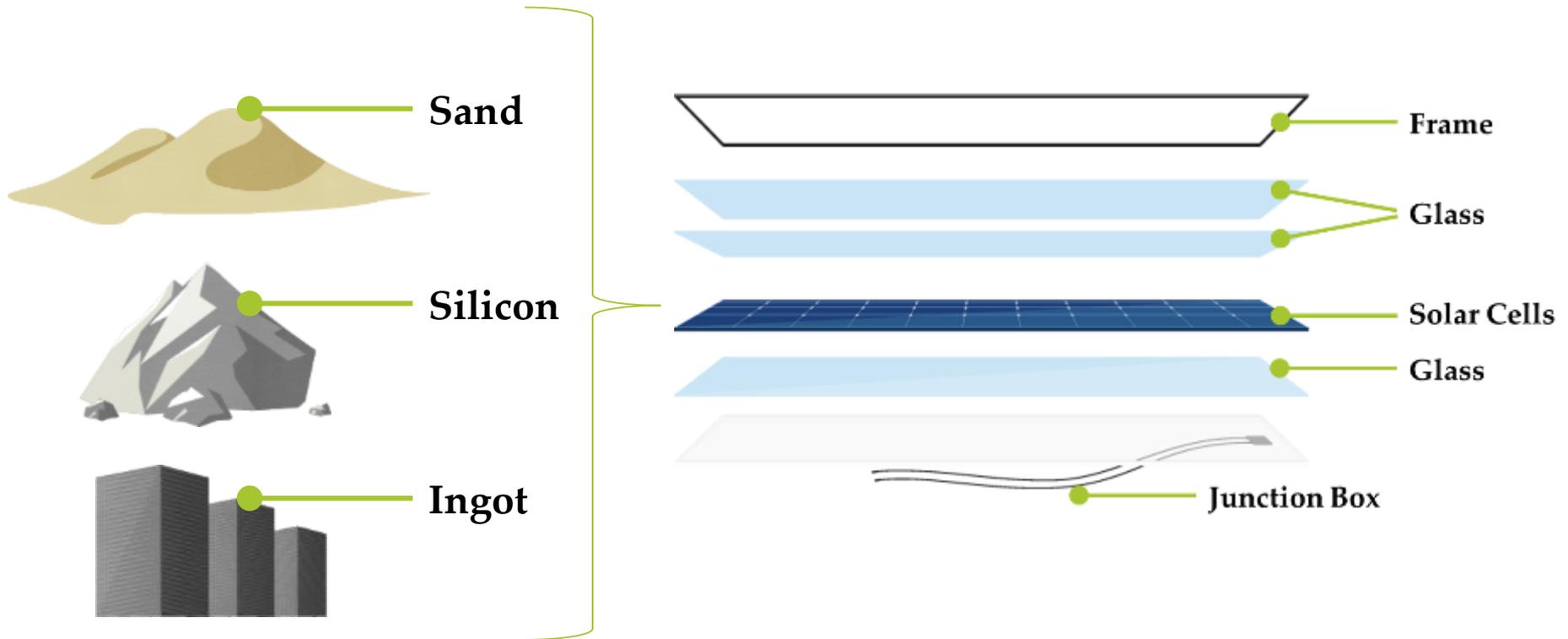


# SYSTEM ANATOMY

- **Racking System**
  - The racking system stabilizes the panels and necessary cables into place.
- **Solar Panels (PV Panels/Modules)**
  - Converts sunlight into electricity (direct current, DC).
- **Inverter**
  - This takes collected energy from the solar panels (DC) and converts it into operating power (alternating current, AC) or power that can be used by utility service.

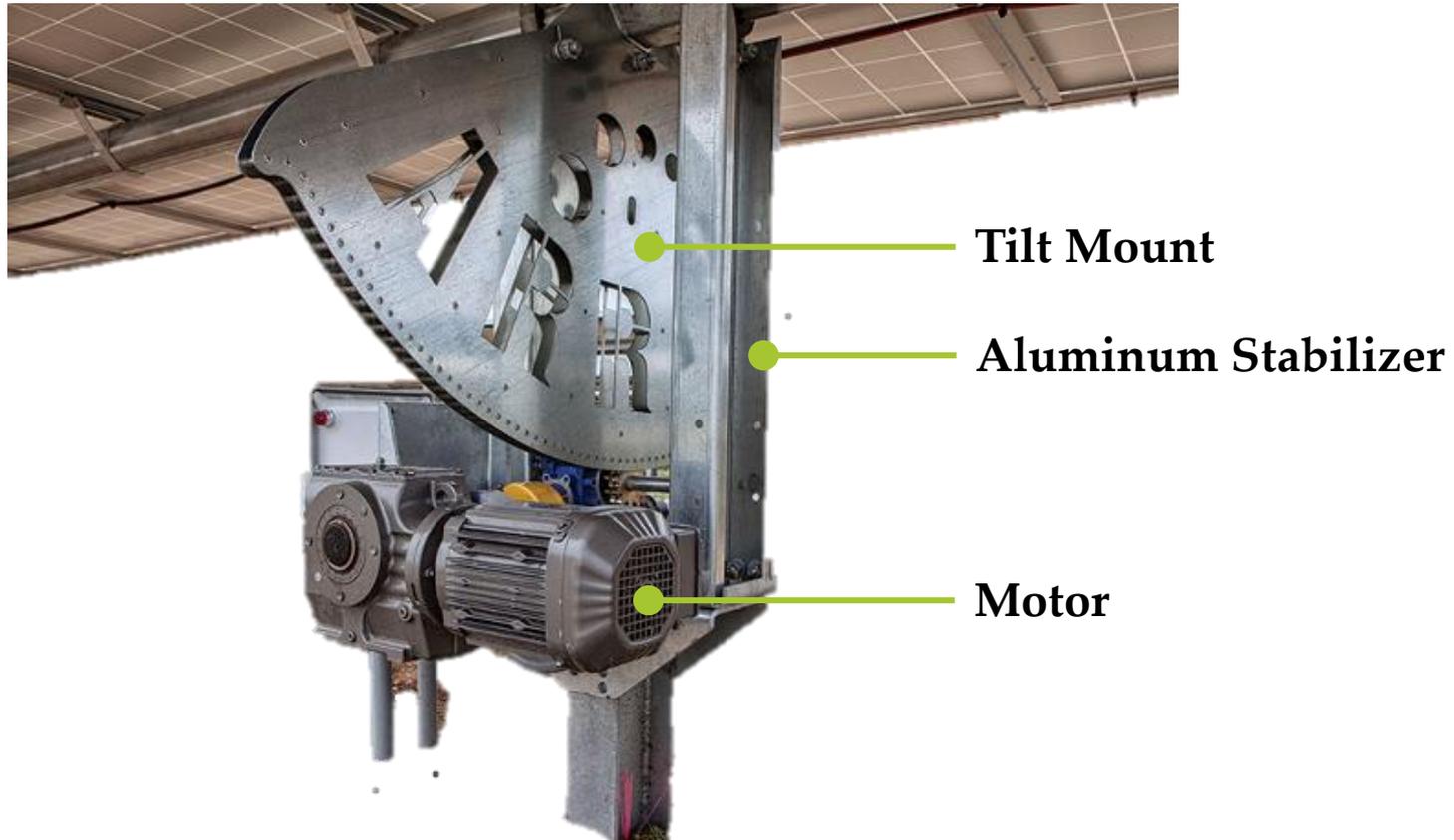


# SOLAR PANEL ANATOMY

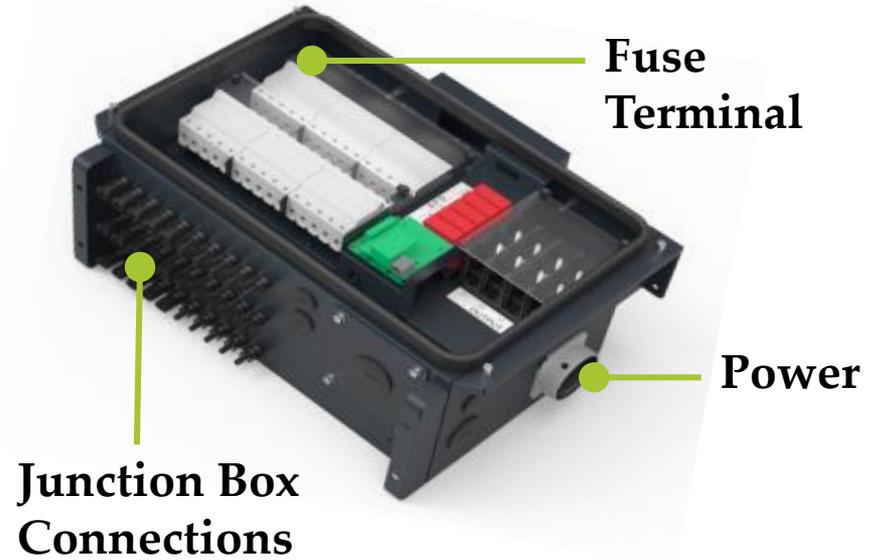
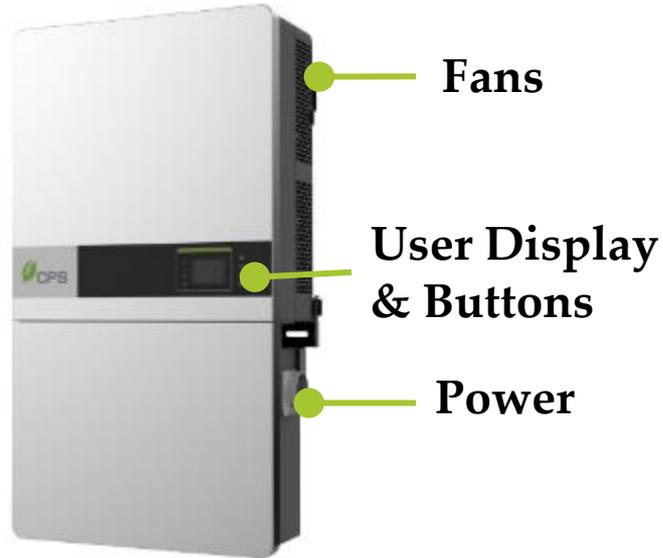


# RACKING ANATOMY

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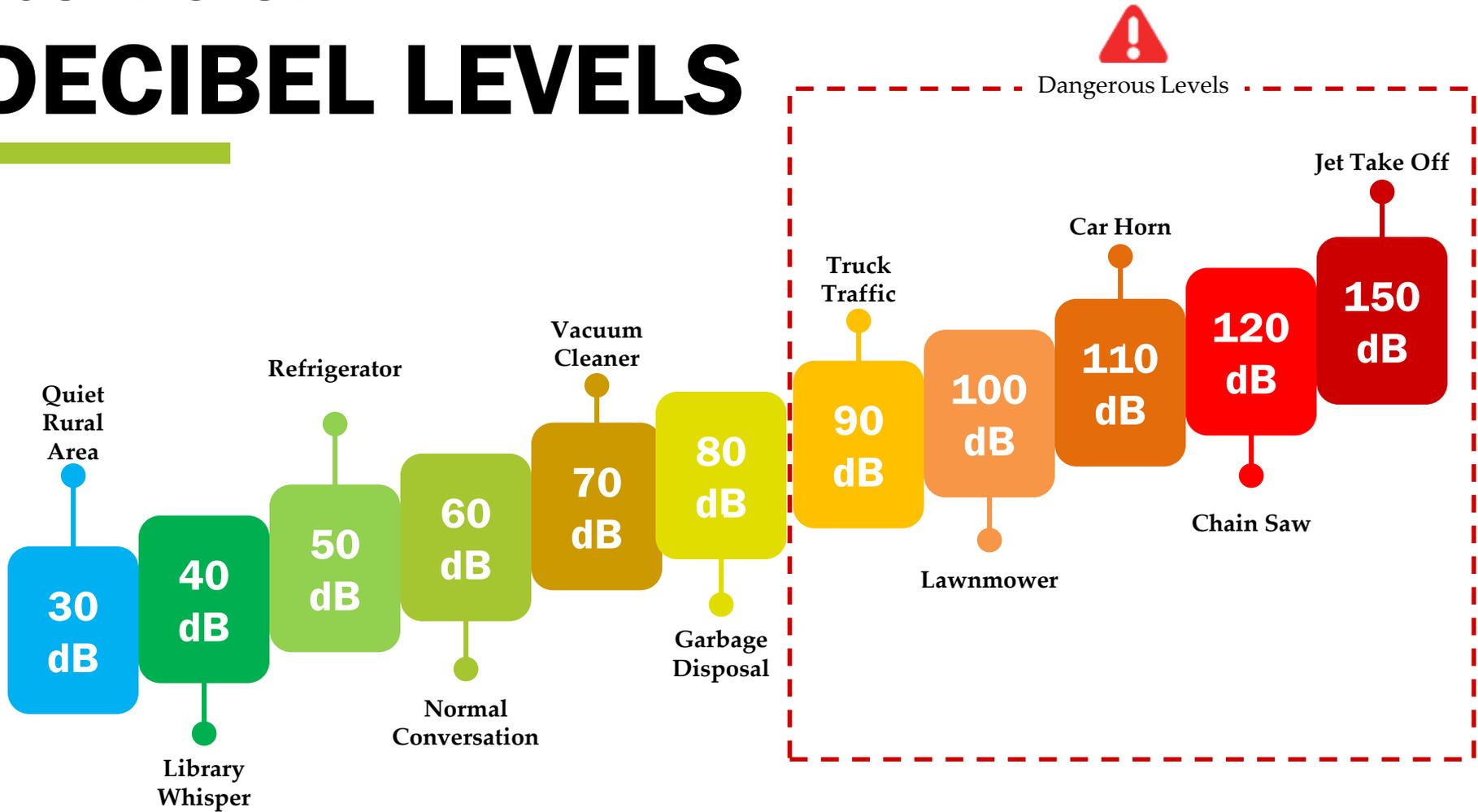


# INVERTER ANATOMY



# SOUND STUDY

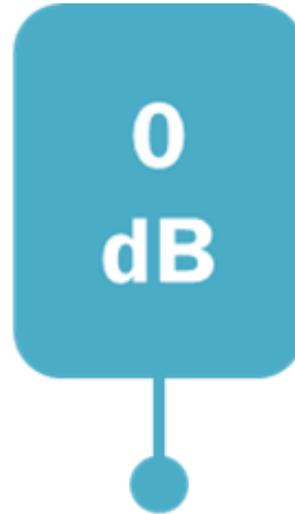
# DECIBEL LEVELS



**SOUND STUDY**

# **SOLAR PANELS**

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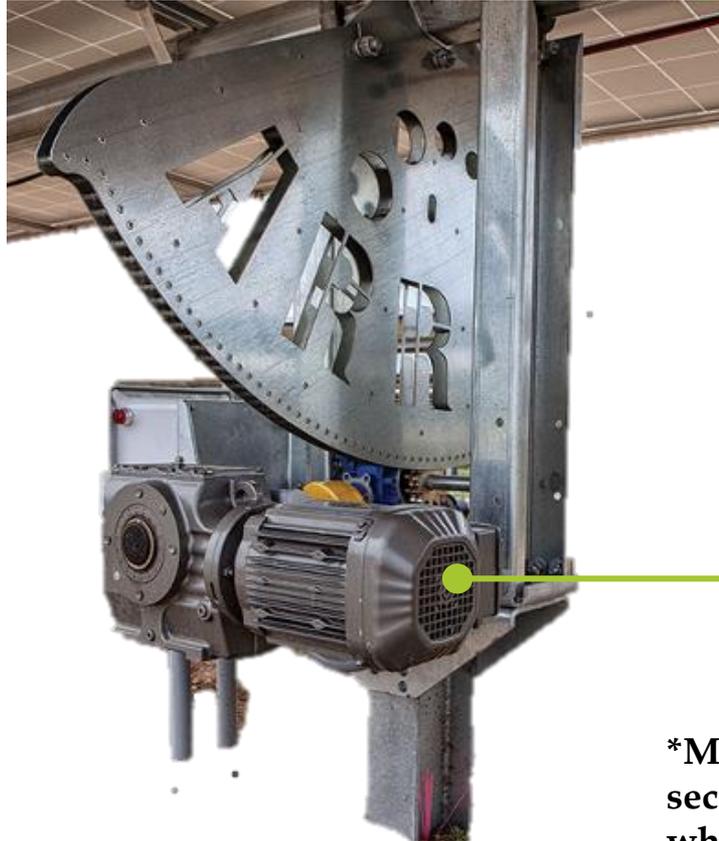
**No Noise Detected**

# SOUND STUDY

# TRACKING RACK MOUNTS

40  
dB

Library Whisper



50  
dB

Refrigerator

53 dB at 10' away when  
motor is running

\*Motors run every 10 min at 15  
second intervals only during the day  
while the sun is shining

# SOUND STUDY

# INVERTER

\*Inverters operate only during the day while the sun is shining

60  
dB

Normal  
Conversation

Test conducted by Chint Power Systems



FRONT



RIGHT



BACK



LEFT

# SOUND STUDY

# INVERTER

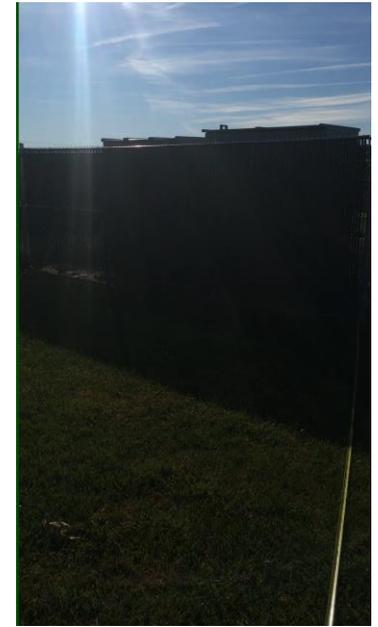
Inverter sound test conducted by GRNE Solar in Lowell, Indiana at Tri-Creek School Corporation Solar Field



**Sound level  
at 3 feet**



**Sound level at 10  
feet: 60 – 63 dB**



**Sound level at 25  
feet from enclosure**

# SOUND STUDY

# INVERTER

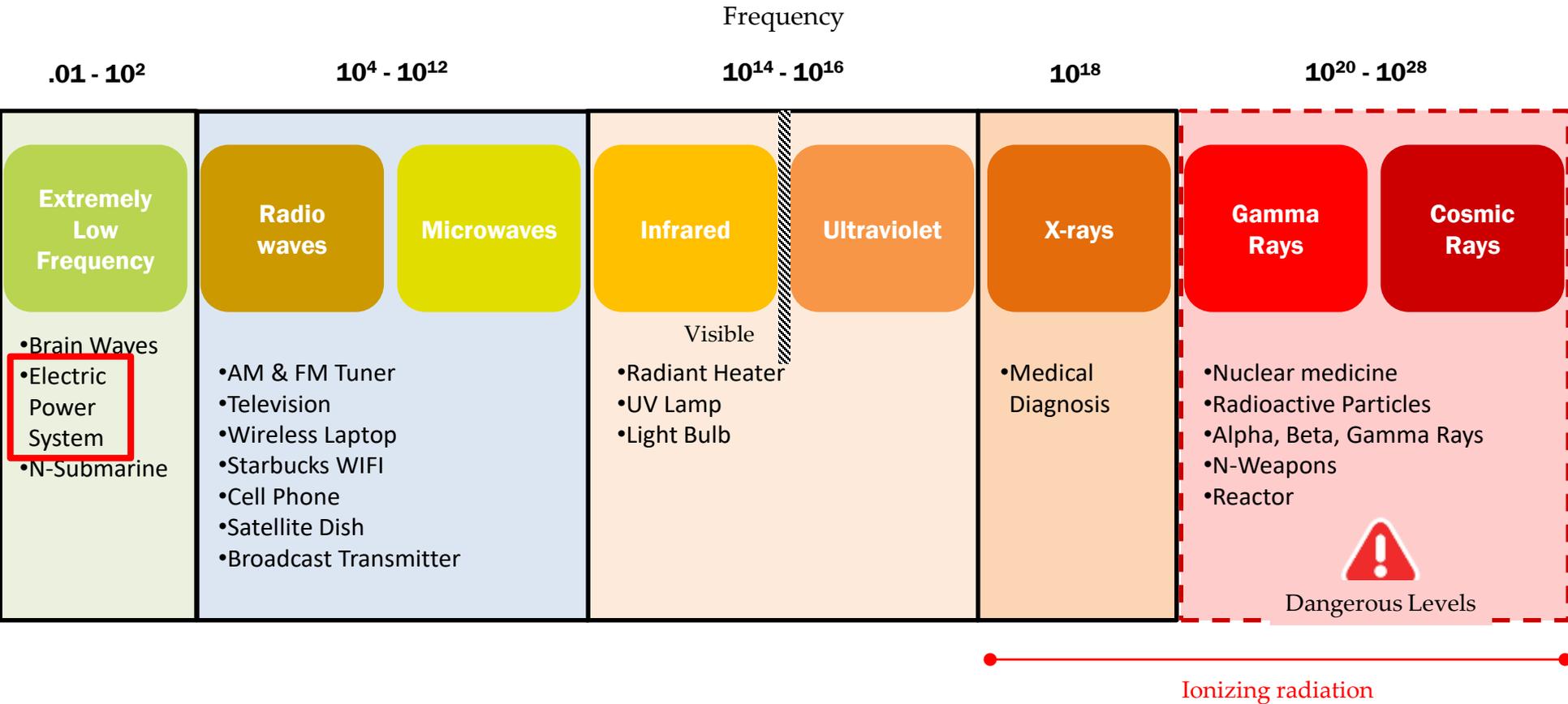
Inverter sound test conducted by GRNE Solar in Lowell, Indiana at Tri-Creek Corporation Solar Field

Walking through solar field



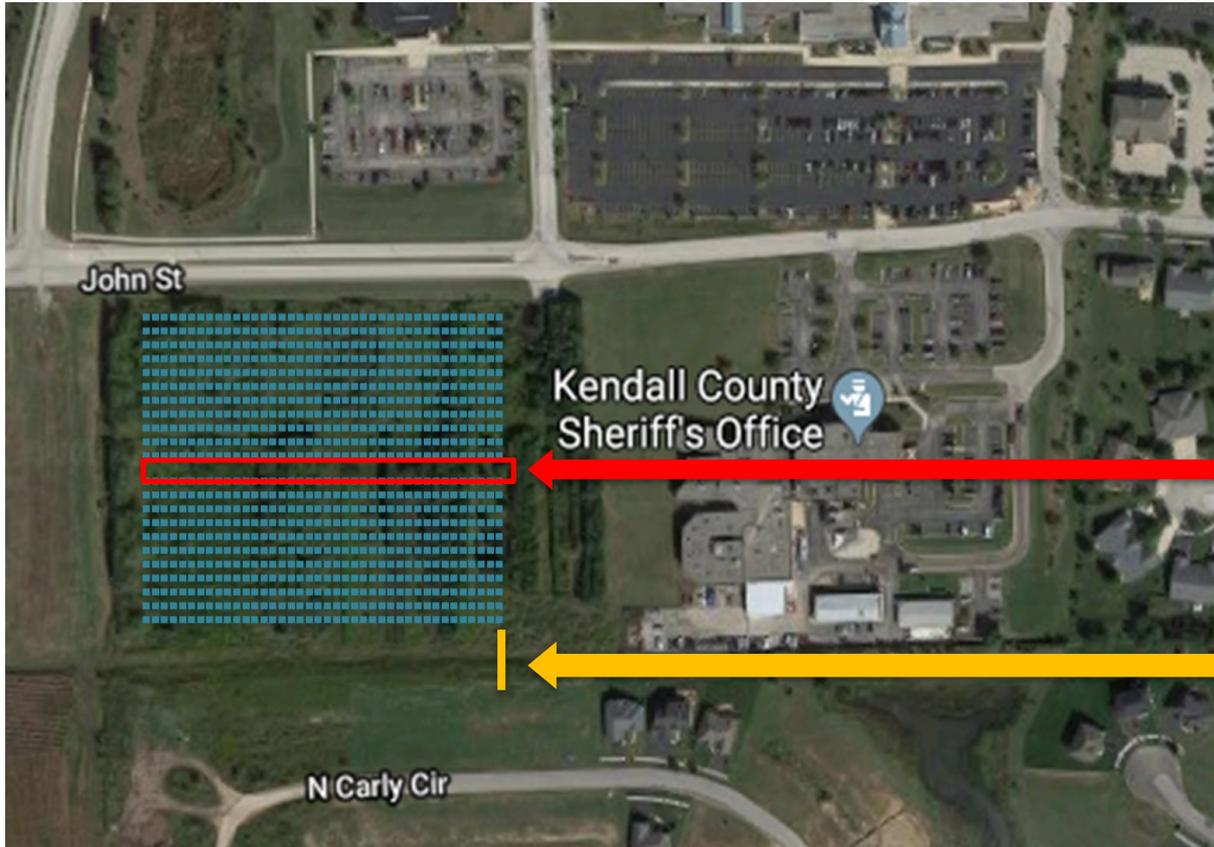
# EMF STUDY

# FREQUENCY LEVEL



# SOUND STUDY

# INVERTER/MOTOR PLACEMENT

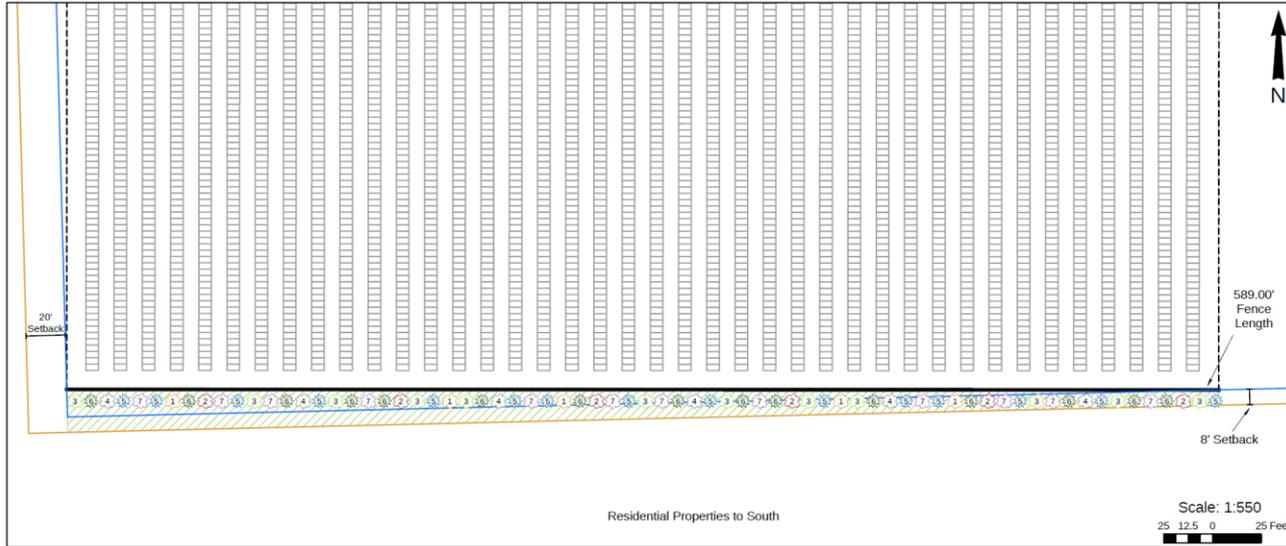


The inverters and tracker motors will be located down the center of the array, **more than 300'** from any home

Location of inverters and tracker motors

Over 300' to the nearest home

# LANDSCAPE LAYOUT



GRNE Solar  
Kendall County  
Solar Project

Landscape  
Plan

10/29/2018

## Project Description

- 7' High Fence
- Modules
- Project Boundary
- Inside of 8' Buffer (Setback)
- Parcel Boundaries

## Proposed Landscaping

- Evergreen Trees
- Ornamental Trees
- Grass



## Tree Detail

- 1) Three inches of mulch surrounding plantings.
- 2) Area in between trees will be grass (DOT Class 1 Lawn Mixture or comparable).
- 3) Mulch is not to be placed against the trunk of the tree.

## Landscape Notes

1. Trees shall be typical of their variety or species, shall have a normal growth of spread and height, and shall be sound, healthy, vigorous, free of disease, insect pests and larvae, with well-developed root systems. Items broken major branches, or badly bruised or damaged bark, are not acceptable.
2. Trees shall be balled and burlapped, with firm, natural balls of earth. The balls shall be dug according to current nursery practices for sufficient depth and width to include adequate fibrous and feeding roots. No tree shall be accepted if the ball is broken before or during planting operations.
3. Trees shall be set plumb in center of the planting hole at same elevation as adjacent finished landscape grades. When set, additional topsoil backfill is to be placed around the base and sides of the root ball, and each layer worked to settle backfill and eliminate voids and air pockets. If balled and burlapped, burlap shall be removed from sides of balls and retained on bottoms.
4. Plant material shall be grown in nurseries from the central or northern Illinois region.
5. Spade harvested and transplanted plants shall meet all the requirements for field grown trees. Root ball diameters shall be of similar size as the ANSI Z60.1 requirements for balled and burlapped plants. Trees shall be harvested prior to leafing out (bud break) in the spring or during the fall planting period except for plants known to be considered as fall planting hazards. Plants that are fall planting hazards shall only be harvested prior to leafing out in the spring. Trees shall be moved and planted within 48 hours of the initial harvesting and shall remain in the spade machine until planted.
6. Install 4" minimum top soil to all planting areas, contractor is responsible for fine grading of planting areas. Remove stones, sticks, and debris larger than 1".
7. All installed trees to be mulched with 3" depth of partially decomposed hardwood mulch over weed barrier.
8. Guarantee all work for a period of one year beginning at the date of acceptance. Make all replacements promptly as per direction of owner.
9. Water and maintain all plant materials, until initial acceptance.
10. Coordinate installation with work of other sections.
11. Notification of JULIE 811, is required for all planting areas. The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the local utility locator service.

ID	Species	Common Name	Quantity	Install Height
1	Acer tataricum subsp ginnala sp.	Amur maple	5	6'
2	Cercis canadensis	Eastern redbud	6	6'
3	Cornus mas	Cornelian cherry dogwood	12	6'
4	Malas x 'Red Splendor'	Red Splendor crabapple	6	6'
5	Picea glauca var. densata	Black Hills spruce	15	8'
6	Pinus flexilis 'Vanderwolf'	Vanderwolf limber pine	15	8'
7	Syringa reticulata sp.	Japanese tree lilac	12	6'
Total:			71	



Landscape Plan Prepared By:  
Hampson, Lentz and Rankin, Inc.  
1000 North Lincoln Street, Suite 200  
Marengo, IL 62959  
TEL: 618-242-1111  
WWW.HLR.COM



# ALTERNATIVE SITE PLANS

As published in the FY2012 Budget – Kendall County Capital Improvement Plan

Improvement Project Name	Org. Date	Revised Date: 2010	Original Budget	Revised Budget	Est. Annual Debt Service
PSC – Corrections Pod Addition - Design - Construction	2020	2027	9,637,916	12,262,121	983,949

Implementation Year						
2020	2021	2022	2023	2024	2025	2026
Jail Pod, 26,000 SF New 5,000 Renovation – Site Development						

# HOA QUESTIONS

## **Will living near a solar field affect the value of my property?**

CohnReznick and Lawrence Berkeley National Laboratory, performed interviews with county assessors and real estate brokers to study the impact of solar farms on property values. The results showed that solar farms do not negatively impact property values.

## **Do solar panels contain harmful chemicals?**

No - Solar panels are safe to touch, attach to your home and install in your neighborhood. The panels are made of materials that are found in your homes such as aluminum, copper, and glass. The materials used are sealed safely within the tempered glass that is tested to uphold all weather conditions including hail.

## **Do solar panels create a glare?**

Solar panels are specifically designed to absorb sunlight not reflect it. The combination of the dark-colored materials and anti-reflective coating remove the glare so much so that solar farms can be installed throughout flight paths and are used to power several major airports.



# HOA QUESTIONS

## **Do solar panels leak radiation?**

The materials of solar panels are enclosed in tempered glass, therefore they do not mix with water or vaporize into the air. There is no threat of chemicals releasing the environment causing harm. Several third party environmental organizations such as Sierra Club, Environmental Law and Policy Center, Greenpeace, etc. support solar development.

## **Do solar panels produce electromagnetic radiation that is harmful to our health?**

Solar arrays produce a lower amount of electromagnetic field than TV's and refrigerators. There is no relationship between health issues and exposure to electromagnetic fields.



**Tri-Creek School Corporation, Lowell Indiana**  
Uses the solar display in their curriculum.

# SITE MAINTENANCE



Examples of manicured solar fields.



- Site maintenance will be the responsibility of GRNE Solar.
- GRNE Solar will lease the fenced area from the County and will maintain the solar field and land.
- Regular maintenance will occur to ensure the property is well cared for and operating at the optimal efficiency.
- Regular safety checks of electrical equipment will take place including a review of the fence, surrounding area, and overall safety.

# PROJECTS

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**Tri-Creek School Corporation, Lowell Indiana**  
1MW SOLAR ARRAY  
3,936 SOLAR MODULES  
728 TONS OF CO2 REDUCED PER YEAR

**JAX Properties**  
100 kW SOLAR ARRAY  
327 SOLAR MODULES  
73 TONS OF CO2 REDUCED PER YEAR



# PROJECTS

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**The Summit, Ft. Wayne, Indiana**  
100 kW SOLAR ARRAY  
323 SOLAR MODULES  
73 TONS OF CO2 REDUCED PER YEAR

**Ambassador Enterprises**  
200 kW SOLAR ARRAY  
624 SOLAR MODULES  
146 TONS OF CO2 REDUCED PER YEAR



# PROJECTS

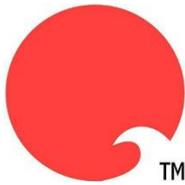


**City of Escanaba, Escanaba, Michigan**  
1MW SOLAR ARRAY  
3,510 SOLAR MODULES  
728 TONS OF CO2 REDUCED PER YEAR

Ranked #1 Solar installer in Illinois by  
Solar Power World Magazine



# SUPPORTING ENVIRONMENTAL ORGANIZATIONS



**NAEP**

The National Association of Environmental Professionals

TM Promoting Excellence in the Environmental Profession



**NATURAL RESOURCES DEFENSE COUNCIL**



U.S. DEPARTMENT OF **ENERGY**



**NATIONAL GEOGRAPHIC SOCIETY**



**SIERRA CLUB**  
FOUNDED 1892



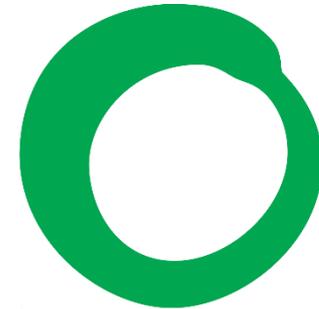
**Association of Environmental Professionals**

**ipcc**

INTERGOVERNMENTAL PANEL ON climate change



**Audubon**



**Friends of the Earth**

**The Nature Conservancy**

# EPA CAMPUS

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- 1.5 MW (4,788 panels) solar field at Edison, New Jersey Campus
- Generate 45% of the campus' electrical demand based on consumption.
- System will reduce air pollution and cut the EPA's energy bills – thereby reducing taxpayer costs.

# APPENDIX – ADDITIONAL STUDIES

## [Yingli Solar Panel Basics](http://www.yinglisolar.com/us/solar-basics/#panel_section)

[http://www.yinglisolar.com/us/solar-basics/#panel\\_section](http://www.yinglisolar.com/us/solar-basics/#panel_section)

## [Array Tracking Rack](http://www.arraytechinc.com/solar-trackers/)

<http://www.arraytechinc.com/solar-trackers/>

## [Chint Power Systems \(Inverter\)](https://www.chintpowersystems.com/pdf/commercial/50K/CPS-SCA50-60KTL-DO-US-480-Datasheet.pdf)

<https://www.chintpowersystems.com/pdf/commercial/50K/CPS-SCA50-60KTL-DO-US-480-Datasheet.pdf>

[Authorized RP Construction Services Array Tracker Sound Level – see Slide 24](#)

[Authorized Yingli Letter - No Sound/No Harmful Elements – see Slide 25](#)

## [Kendall County Capital Improvement Plan](https://www.co.kendall.il.us/wp-content/uploads/FY11_12_Budget1.pdf)

[https://www.co.kendall.il.us/wp-content/uploads/FY11\\_12\\_Budget1.pdf](https://www.co.kendall.il.us/wp-content/uploads/FY11_12_Budget1.pdf)

## [Illinois Solar FAQ](https://illinoisolar.org/FAQ-utility-community-large-scale-solar)

<https://illinoisolar.org/FAQ-utility-community-large-scale-solar>

## [EcoSolar Home Improvement](http://www.ecosolarhomeimprovement.com/solar-panels-increase-property-values/)

<http://www.ecosolarhomeimprovement.com/solar-panels-increase-property-values/>

## [NC Sustainable Energy Association](https://energync.org/wp-content/uploads/2017/03/solar-health-myth-vs-fact.jpg)

<https://energync.org/wp-content/uploads/2017/03/solar-health-myth-vs-fact.jpg>

[CohnReznick Property Value Report Source 1](#)

[Source 2 – Slide 33&34](#)

## [Healthy Building Science](https://healthybuildingscience.com/2013/05/30/how-to-measure-emf/)

<https://healthybuildingscience.com/2013/05/30/how-to-measure-emf/>

## [Solar Farm Tour](https://www.solarfarmtour.org/)

<https://www.solarfarmtour.org/>

## [Yorkville Chamber Green Committee](https://www.solarfarmtour.org/)

<https://www.solarfarmtour.org/>

## [Illinois Sustainable Technology Center](https://www.istc.illinois.edu/UserFiles/Servers/Server_427403/File/20180906.pdf)

[https://www.istc.illinois.edu/UserFiles/Servers/Server\\_427403/File/20180906.pdf](https://www.istc.illinois.edu/UserFiles/Servers/Server_427403/File/20180906.pdf)

## [NC Clean Energy Technology Center – Health and Safety Impacts of Solar Photovoltaics](http://ncsolarcen-prod.s3.amazonaws.com/wp-content/uploads/2017/10/Health-and-Safety-Impacts-of-Solar-Photovoltaics-2017_white-paper-1.pdf)

[http://ncsolarcen-prod.s3.amazonaws.com/wp-content/uploads/2017/10/Health-and-Safety-Impacts-of-Solar-Photovoltaics-2017\\_white-paper-1.pdf](http://ncsolarcen-prod.s3.amazonaws.com/wp-content/uploads/2017/10/Health-and-Safety-Impacts-of-Solar-Photovoltaics-2017_white-paper-1.pdf)

## [Massachusetts Clean Energy Center – Study of Acoustics and EMF Levels of Solar Photovoltaic Projects](http://files.masscec.com/research/StudyAcousticEMFLevelsSolarPhotovoltaicProjects.pdf)

<http://files.masscec.com/research/StudyAcousticEMFLevelsSolarPhotovoltaicProjects.pdf>

## [Incentives – Slide 26](https://solarips.com/2016/03/do-i-need-to-be-concerned-about-electromagnetic-radiation-from-my-solar-system/)

<https://solarips.com/2016/03/do-i-need-to-be-concerned-about-electromagnetic-radiation-from-my-solar-system/>

# SUMMARY & NEXT STEPS

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- Solar inverters and racking motors will be located more than 300' from the nearest home
- Inverters and racking motors only operate during the day when the sun is shining
- Emitted sound from the system will be drowned out by the distance of the field from residential properties as well as the ambient noise from the highway
- The solar field will be regularly maintained and manicured by GRNE Solar
- Living near and interacting with a solar panel, system or field has been rigorously tested and proven not to cause any adverse health concerns
- Independent third party environmental groups support solar development
- GRNE Solar is excited to share that this project will save tax payers \$4M over the duration of the project with \$0 capital cost

## Next Steps

- HOA Joint Meeting - October 30, 2018
- Public Hearing Meeting with the United City of Yorkville - November 14, 2018
- City Council Vote of Approval - December 11, 2018
- Apply for Solar Incentives - January 15, 2019
- Begin Installation of Solar Array – April 2019

# CONTACT US

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Eric Peterman, CEO

Email: [Eric@GRNESolar.com](mailto:Eric@GRNESolar.com)

Phone: 312-859-3016





CONSTRUCTION  
SERVICES

October 25<sup>th</sup>, 2018

GRNE Solar  
2004 SW 5<sup>th</sup> St. Unit A  
Lincoln, NE 68522  
Attn: Sai Chennamsetty

Re: Array tracker noise

Dear Sai,

Array conducted a sound test in the field for the motors on 6/7/2017 and at (3) meters the ambient noise level is 43 db, and the motor running level is 53 db.

Please let me know if there are further questions.

Regards,  
Dylan

**DYLAN WRAGA**  
Sales Director  
RPCS (RP Construction Services Inc.)  
e [dylan@rpcs.com](mailto:dylan@rpcs.com)

Yingli Green Energy Holding Co. Ltd.

英利绿色能源控股有限公司

3399 North Chaoyang Avenue

Baoding 071051, China

中国保定国家高新区朝阳北大街 3399 号 ( 071051 )



Date: Oct.24, 2018

Re: Questions about Yingli Solar Modules

To whom it may concern,

I am writing to address a few questions that you may have about Yingli solar modules.

Yingli solar modules do not produce any noise or release any gasses during operation. The use of Yingli solar modules is to convert sunlight into electricity; it will have no other affect to the surroundings, nor will it cause any health risks. Our products have been tested for safety and reliability by reputable third-party labs, and we apply tight quality control to ensure we meet the quality standards as enforced by the appropriate regulating bodies.

Sincerely,

Frank X. Wang

Sr. Manager, Commercial Operations

Yingli Green Energy

A handwritten signature in black ink, appearing to read 'Frank X. Wang', is located at the bottom of the page.

# INCENTIVES

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- **Federal Solar Tax Credit**
  - Deduct 30% of the cost of installing solar energy systems from your federal taxes.
- **Illinois Incentives**
  - **Net Metering**
    - A ComEd Program
    - If your solar system produces more energy than you need, you receive a credit on your utility bill.
  - **Solar Renewable Energy Credits**
    - Illinois is the only state that offers this program.
    - A production based incentive. Participants get a certain amount of money depending on how much energy their system uses.

# MORE ON EMF

## 1. NC Clean Energy Technology Report – NC State University

The National Academies of Science were directed by Congress to examine the effect of EMF from PV systems and concluded:

“Based on a comprehensive evaluation of published studies relating to the effects of power-frequency electric and magnetic fields on cells, tissues, and organisms (including humans), **the conclusion of the committee is that the current body of evidence does not show that exposure to these fields presents a human-health hazard.** Specifically, no conclusive and consistent evidence shows that exposures to residential electric and magnetic fields produce cancer, adverse neurobehavioral effects, or reproductive and developmental effects.”

## 2. Massachusetts Clean Energy Center

The International Commission on Non-Ionizing Radiation Protection has a **recommended magnetic field level exposure limit of 833 milli-Gauss (mG)** for the general public. At the utility scale [PV] sites, magnetic field levels along the fenced PV array boundary were in the very low range of 0.2 to 0.4 mG. **Magnetic field levels at the locations 50 to 150 feet from the fenced array boundary were not elevated above background levels (<0.2 mG).**

## 3. Independent Power Systems

Based on these findings in this limited test, I am very pleased to see that our system emits **negligible electromagnetic radiation.**

# COHNREZNICK PROPERTY VALUE STUDY 1

## CohnReznick Impact Study Analysis Conclusions

Solar Farm	Adj. Property Number	Adjoining Property Sale (Test Area) Price Per Unit	Control Area Sales Median Price Per Unit	% Difference	Feet from Panel to Lot	Feet From Panel to House	Impact Found	
1	Grand Ridge Solar	12	\$79.80	\$74.35	+7.46%	368	479	No Impact
2	Portage Solar	1	\$8,000	\$7,674	+4.25%	874	1,227	No Impact
	Portage Solar	7	\$84.35	\$84.27	+0.10%	1,198	1,320	No Impact
3	MPA Frankton	2	\$25.58	\$28.42	+0.56%	83	145	No Impact
	MPA Frankton	7	\$52.40	\$51.47	+1.81%	208	414	No Impact
4	Indy Solar III	Group 1 (4)	\$59.10	\$57.84	+2.18%	157 to	230 to	No Impact
	Indy Solar III	Group 2 (3)	\$72.49	\$71.52	+1.38%	329	404	No Impact
	Indy Solar III	2	\$8,210	\$8,091	+1.47%	188	n/a	No Impact
5	Valparaiso Solar LLC	10	\$82.42	\$79.95	+3.09%	400	521	No Impact
	Valparaiso Solar LLC	14	\$82.11	\$84.07	-3.06%	595	678	No Impact
<b>Average Variance in Sale Prices for Test to Control Areas</b>				<b>+1.92%</b>				

16 Adjoining Test Sales Studied and compared to 63 Control Sales.

Marketing Time Averages: Adjoining Test Sales 162 days; Control Area Sales 171 days

# COHNREZNICK PROPERTY VALUE STUDY 2

Paired Sale Analysis	Solar Farm	Adjoining Property Sales (Test Area) Price Per Unit	Control Area Sales Median Price Per Unit	% Difference	Impact Found
1	Rockford Solar Farm	\$3,943	\$4,076	-3.2%	No Impact
2	Grand Ridge Solar	\$79.90	\$74.36	+7.5%	No Impact
3	Portage Solar	\$8,000	\$7,674	+4.3%	No Impact
4	Portage Solar	\$84.36	\$84.27	+0.1%	No Impact
5	INPA Frankton	\$28.68	\$28.42	+0.6%	No Impact
6	INPA Frankton	\$62.40	\$61.47	+1.8%	No Impact
7	Indy Solar III	\$69.81	\$67.86	+3.4%	No Impact
8	Indy Solar III	\$69.14	\$70.98	-2.6%	No Impact
<b>Average Variance in Sale Prices for Test to Control Areas</b>				<b>+1.5%</b>	



**Hampton, Lenzini and Renwick, Inc.**  
Civil Engineers • Structural Engineers • Land Surveyors  
[www.hltrengineering.com](http://www.hltrengineering.com)

October 29, 2018

Mr. Eric Peterman  
GRNE Solar  
230 N. Hicks Place  
Palatine, IL 60067

Re: Landscape Plan  
Kendall County Solar Project  
Yorkville, Kendall County, Illinois

Dear Mr. Peterman:

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared the enclosed Landscape Plan for the proposed Kendall County Solar Project. The project is located southeast of the intersection of John Street and Beecher Street in Yorkville, Illinois. Per your direction, the Landscape Plan addresses only the southern boundary of the subject property.

We understand that mature tree heights are not to exceed 25 feet to prevent shade from affecting the productivity of the solar array. Please note that the United City of Yorkville Landscape Ordinance Chapter 12, 8-12-2.B.1 requires two shade trees, five evergreen trees and three ornamental trees per one hundred linear feet. None of the shade tree species in the Yorkville Permitted Planting List have mature heights of less than 25 feet. Therefore, approved ornamental trees were used as substitutes for shade trees (at a 2:1 ratio per the Ordinance). Also, per Ordinance requirements, no single genus represents more than 33 percent of the total number of species.

In order to potentially reduce landscaping costs, HLR reviewed the Permitted Planting List against the list of species currently present on the subject property. The only species present on both the list and the property is Japanese Tree Lilac (*Syringa reticulata* sp.). There are approximately 170 Japanese Tree Lilac on the property, although most were in mediocre condition, it is likely that 12 specimens in good condition can be found and installed along the southern property boundary as indicated on the Landscape Plan.

Mr. Eric Peterman  
GRNE Solar  
Kendall County Solar Project Landscape Plan

Page 2

Please do not hesitate to contact me at 847-531-0288 if you should have any questions regarding this information.

Sincerely,

**HAMPTON, LENZINI AND RENWICK, INC.**



By:

Patrick Hickey  
Certified Arborist (IL-1832A)

Enclosure: Landscape Plan

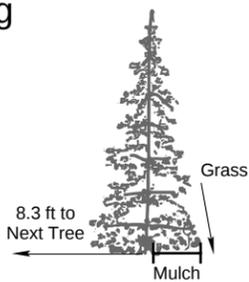


**Project Description**

- 7' High Fence
- Modules
- Project Boundary
- Inside of 8' Buffer (Setback)
- Parcel Boundaries

**Proposed Landscaping**

- Evergreen Trees
- Ornamental Trees
- Grass



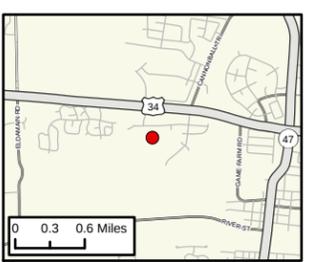
**Tree Detail**

- 1) Three inches of mulch surrounding plantings.
- 2) Area in between trees will be grass (IDOT Class 1 Lawn Mixture or comparable).
- 3) Mulch is not to be placed against the trunk of the tree.

**Landscape Notes**

1. Trees shall be typical of their variety or species, shall have a normal growth of spread and height, and shall be sound, healthy, vigorous, free of disease, insect pests and larvae, with well-developed root systems. Items broken major branches, or badly bruised or damaged bark, are not acceptable.
2. Trees shall be balled and burlapped, with firm, natural balls of earth. The balls shall be dug according to current nursery practices for sufficient depth and width to include adequate fibrous and feeding roots. No tree shall be accepted if the ball is broken before or during planting operations.
3. Trees shall be set plumb in center of the planting hole at same elevation as adjacent finished landscape grades. When set, additional topsoil backfill is to be placed around the base and sides of the root ball, and each layer worked to settle backfill and eliminate voids and air pockets. If balled and burlapped, burlap shall be removed from sides of balls and retained on bottoms.
4. Plant material shall be grown in nurseries from the central or northern Illinois region.
5. Spade harvested and transplanted plants shall meet all the requirements for field grown trees. Root ball diameters shall be of similar size as the ANSI Z60.1 requirements for balled and burlapped plants. Trees shall be harvested prior to leafing out (bud break) in the spring or during the fall planting period except for plants known to be considered as fall planting hazards. Plants that are fall planting hazards shall only be harvested prior to leafing out in the spring. Trees shall be moved and planted within 48 hours of the initial harvesting and shall remain in the spade machine until planted.
6. Install 4" minimum top soil to all planting areas, contractor is responsible for fine grading of planting areas. Remove stones, sticks, and debris larger than 1".
7. All installed trees to be mulched with 3" depth of partially decomposed hardwood mulch over weed barrier.
8. Guarantee all work for a period of one year beginning at the date of acceptance. Make all replacements promptly as per direction of owner.
9. Water and maintain all plant materials, until initial acceptance.
10. Coordinate installation with work of other sections.
11. Notification of JULIE, 811, is required for all planting areas. The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the local utility locator service.

ID	Species	Common Name	Quantity	Install Height
1	Acer tataricum subsp ginnala sp.	Amur maple	5	6'
2	Cercis canadensis	Eastern redbud	6	6'
3	Cornus mas	Cornelian cherry dogwood	12	6'
4	Malas x 'Red Splendor'	Red Splendor crabapple	6	6'
5	Picea glauca var. densata	Black Hills spruce	15	8'
6	Pinus flexilis 'Vanderwolf'	Vanderwolf limber pine	15	8'
7	Syringa reticulata sp.	Japanese tree lilac	12	6'
<b>Total:</b>			<b>71</b>	



## Amur Maple

---

*Acer tataricum* subsp *ginnala* sp.

**Tree Type:** Deciduous (loses leaves seasonally)

**Mature Tree Height:** 15 - 20 Feet

**Mature Tree Span:** 15 - 20 Feet

**Features:** Rounded form, clusters of yellow white flowers in spring

**Fall Color:** Mix of yellow and red



*U of I Extension*

# Redbud

---

*Cercis canadensis*

**Tree Type:**

Deciduous (loses leaves seasonally)

**Mature Tree**

**Height:** 20 - 30 Feet

**Mature Tree Span:**

25 - 35 Feet

**Features:** Rose-

pink to magenta flowers in early May, long pods that turn reddish-green to brown in winter

**Fall Color:** Yellow

to yellow-green



*Morton Arboretum*

# Cornelian Cherry Dogwood

---

*Cornus mas*

**Tree Type:**

Deciduous (loses leaves seasonally)

**Mature Tree**

**Height:** 20 - 25 Feet

**Mature Tree Span:**

15 - 20 Feet

**Features:** Small yellow flowers in spring, elongated bright red fruit ripening in late summer, bark is dark grey to reddish brown



*Morton Arboretum*

# Red Splendor Crabapple

---

Malas x 'Red Splendor'

**Tree Type:** Deciduous  
(loses leaves seasonally)

**Mature Tree Height:** 20 - 30  
Feet

**Mature Tree Span:** 20 Feet

**Features:** Rounded form,  
pink flowers, red fruit

**Fall Color:** Reddish purple  
leaves in fall



*Berheim*

## Black Hills Spruce

---

*Picea glauca* var *densata*

**Tree Type:** Evergreen  
(year-round leaves)

**Mature Tree Height:** 20  
- 40 Feet

**Mature Tree Span:** 10 -  
15 Feet

**Features:** Scaly, silver  
grey color bark, green to  
blue green needles



*Morton Arboretum*

# Vanderwolf Limber Pine

---

*Pinus flexilis* 'Vanderwolf'

**Tree Type:** Evergreen (year-round leaves)

**Mature Tree Height:** 25 - 30 Feet

**Mature Tree Span:** 10 - 15 Feet

**Features:** Upright pyramids shape, bright blue-green twisted needles



*Morton Arboretum, OSU, City of Seattle*

# Japanese Tree Lilac

---

*Syringa reticulata* sp.

**Tree Type:** Deciduous  
(loses leaves seasonally)

**Mature Tree Height:** 20 -  
30 Feet

**Mature Tree Span:** 15 -  
25 Feet

**Features:** Small white  
fragrant flowers, reddish  
brown bark with dark  
green leaves

**Fall Color:** yellow green  
leaves



*Morton Arboretum*

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,  
APPROVING A SPECIAL USE FOR A SOLAR FARM  
WITH FREESTANDING SOLAR ENERGY SYSTEMS**

**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**, under section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), the Mayor and City Council of the City (collectively, the “Corporate Authorities”) may provide for the classification of special uses in its zoning ordinance; and,

**WHEREAS**, pursuant to the United City of Yorkville Zoning Ordinance (the “Zoning Code”), any person owning or having an interest in property may file an application to use such land for one or more of the special uses provided for in the zoning district in which the land is situated; and,

**WHEREAS**, GRNE Solutions LLC commonly known as GRNE Solar (the *Lessee*) is leasing 7.4 acres for the proposed installation of approximately 6,400 freestanding solar energy systems on the property owned the County of Kendall located generally at the southeast corner of John Street and Beecher Road, legally described in Section 2 of this Ordinance (the “*Subject Property*”); and,

**WHEREAS**, under the authority of the Zoning Code, the Subject Property is located in a designated O Office District and freestanding solar energy systems are allowed with a special use permit; and,

**WHEREAS**, the Corporate Authorities received a request from the Lessee for a special use permit for the Subject Property to allow a solar farm with freestanding solar energy systems which was approved by the Corporate Authorities on December 11, 2018, after proper notice and a public hearing as required subject to several conditions; and,

**WHEREAS**, notwithstanding the approval, the Lessee has now requested that certain conditions imposed for the approval of the Special Use be reconsidered, namely, the requirement for a solid opaque fence around the perimeter of the solar farm made by vinyl or plastic and the requirements of landscaping on the west side of the solar farm; and,

**WHEREAS**, a legal notice by publication of a public hearing before the Planning and Zoning Commission was done and a notice to property owners within 500 feet of the Subject Property identified for the special use permit was sent by certified mail; and,

**WHEREAS**, the Planning and Zoning Commission convened and held a public hearing on the 8<sup>th</sup> day of January, 2020, for the consideration of the new special use application; and,

**WHEREAS**, the Planning and Zoning Commission reviewed the standards set forth in Section 10-4-9(F) and 10-19-4-C of the Zoning Code; and,

**WHEREAS**, upon conclusion of said public hearing, the Planning and Zoning Commission recommended the approval with new conditions for the special use for the Subject Property for a solar farm with freestanding solar energy systems.

**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.* Ordinance 2018-77 passed by the Corporate Authorities on December 11, 2018, is hereby repealed.

*Section 2:* That the Corporate Authorities hereby approve a special use for the Subject Property, legally described as:

That part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by the Trustee's Deed recorded November 17, 1989 as Document number 896707; thence North 01° 14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49" West, 12.50 feet; thence South 01°14'11" East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

for use as a solar farm with freestanding solar energy systems.

*Section 3:* That the special use granted herein shall be constructed, operated and maintained in accordance with the following plans, diagrams and conditions:

a. The maximum clearance between the lowest point of the system and the surface on which the system is mounted shall be one foot and seven inches (1'7").

b. A seven foot and six inch (7'6") tall solid opaque fence made of wood material, constructed minimally of pressure treated materials, shall be installed along the entire perimeter of the solar farm.

c. The petitioner must implement the landscape plan submitted by the petitioner dated January 8, 2020, attached hereto and made a part hereof as Exhibit A.

d. The petitioner must comply with all comments and requirements made by Planning Resources, Inc. dated November 13, 2018 and attached hereto and made a part hereof as Exhibit B regarding the landscape plans dated October 29, 2018.

e. The landscaping treatment as proposed along the southern fence line be continued along the west line of the property.

f. A security camera system must be installed which gives monitoring access of the solar farm to the Kendall County Sheriff.

g. A Knox-Box must be installed near the access gate to the Subject Property for emergency entrance by the City's Police and Fire Departments and the Kendall County Sheriff.

h. The petitioner, pursuant to Section 10-19-4-E of the Zoning Code, shall provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses with a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.

i. Compliance with all comments prepared by Engineering Enterprises, Inc., the City's engineering consultant, in a letter dated August 2, 2018 attached hereto and made a part hereof as *Exhibit C*.

*Section 4:* This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

*Passed* by the City Council of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
City Clerk

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

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 \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
Mayor

*Attest:*

\_\_\_\_\_  
City Clerk



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 2019-30 and EDC 2019-99

### Agenda Item Summary Memo

**Title:** Raintree Village – Planned Unit Development & Final Plat Amendment

**Meeting and Date:** City Council – February 11, 2020

**Synopsis:** Proposed PUD Agreement & Final Plat Amendment for Unit 4 within the Raintree Village Subdivision.

#### Council Action Previously Taken:

Date of Action: 04/23/2019 Action Taken: Approval of Development Agreement

Item Number: PZC 2019-06

**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: February 4, 2020  
Subject: **PZC 2019-30 Raintree Village – Unit 4 (PUD & Final Plat)**  
Proposed PUD & Final Plat Amendment for Duplexes and Townhomes

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## **Proposed Request:**

The petitioner, CalAtlantic Group, Inc., is seeking Final Plat amendment approval to remove the EBE (Exception to Blanket Easements) and convert them to fee simple lots for approximately 32 lots consisting of 128 residential townhome units in Raintree Village Unit 4. Additionally, the petitioner is seeking to reduce the side yard setback from ten (10) feet to six (6) feet for Lots 264-282 in Raintree Village Unit 4 consisting of 34 residential duplex homesites (17 lots).

The subject property, located south of IL 71 and west of IL 126 in the southeast quadrant of the city, was originally annexed in 1997 and approved as a planned residential development in 2002 with roughly 650 single-family, duplex and townhome dwelling units. Currently, Unit 4 is partially built-out with townhomes and duplexes of which the developer owns 38 duplex units (19 lots) and 108 townhome units (27 lots). A recent development agreement with CalAtlantic Group was approved by the City permitting a prepayment of development fees and SSA improvement funds, a reduction in building permit fees and certain building code locks for five (5) years, until 2024.

## **Staff Comments:**

The proposed Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated November 13, 2019 were provided to the applicant. Staff is supportive of approving the Final Plat and the minor comments from the City Engineer will be addressed in a revised plat which will be submitted to the City prior to recordation.

Staff is also supportive of the requested side yard setback reduce as it is consistent with similar recent development such as Grande Reserve and Heartland Meadows. However, per the recently approved Development Agreement between the City and the petitioner via Ordinance No. 2019-27, Paragraph G Fire Suppression and Alarm Systems, provides that the builder will install sprinklers for the duplex and townhome units in accordance with the International Code Council 2009 IFC/13D Systems. The builder will also not be required to install alarm systems in the duplex dwelling units and this provision is locked in effect until the term of the development agreement, April 2029.

Since the approval of the Development Agreement, the City has adopted the International Code Council 2018 IFC which goes into effect on January 1, 2020. Due to the minimum building separation of the duplexes being reduced to twelve (12) feet, the Building Code Official recommended that no mulch be used as ground cover on the side yard exterior of the duplex units. The petitioner has agreed to incorporate that language within their HOA covenants as a best management practice to ensure exterior fire protection standards.

## **Planning and Zoning Commission:**

The Planning and Zoning Commission held a public hearing for the proposed PUD Amendment to the Raintree Village Planned Unit Development Agreement on January 8, 2020. The Planning and Zoning Commission also considered the proposed Final Plat at their meeting on January 8, 2020. The commission made the following actions on the motions for both requests below:

**PUD Amendment**

*In consideration of testimony presented during a Public Hearing on January 8, 2020 and the standards for PUD approval and amendment, the Planning and Zoning Commission recommends approval to the City Council a reduction in side yard setback from ten (10) feet to six (6) feet for lots 264-282 in Unit 4 of the Raintree Village subdivision, as presented by the Petitioner Exhibit F Side Yard Setback.*

**Action:**

Olson-yes, Vinyard-yes, Williams-yes, Millen-yes, Hyett-yes.

**5 ayes; 0 no**

**Final Plat Amendment**

*In consideration of the proposed Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in plans prepared by Mackie Consultants, LLC dated last revised 11-11-19, subject to review comments provided by the City Engineer, EEI, Inc. dated November 13, 2019.*

**Action:**

Olson-yes, Vinyard-yes, Williams-yes, Millen-yes, Hyett-yes.

**5 ayes; 0 no**

**Attachments:**

1. Draft Ordinance Authorizing the 6<sup>th</sup> Amendment to the PUD for Raintree Village.
2. Draft Ordinance Approving the Final Plat of Raintree Village – Unit 4 1<sup>st</sup> Resubdivision.
3. Staff Memorandum to Planning and Zoning Commission dated 11-19-19.
4. Copy of Petitioner’s Application
5. Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision prepared by Mackie Consultants, LLC and dated last revised 11-11-19.
6. Side Yard Setback Exhibit illustrating proposed amended setback from 10 feet to 6 feet.
7. EEI Letter to the City dated November 13, 2019.

**Ordinance No. 2020-\_\_\_\_\_**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE SIXTH AMENDMENT TO THE PLANNED UNIT DEVELOPMENT PLAN FOR THE RAINTREE VILLAGE SUBDIVISION (Lots 264-282)**

**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 entered into an Annexation and Planned Unit Development Agreement approved in 1997, and further amended by a First Amendment by Ordinance 2002-52, a Second Amendment by Ordinance 2004-01, a Third Amendment by Ordinance 2005-02, and a Fifth Amendment by Ordinance 2013-50 to the Raintree Village Planned Unit Development Plan; and,

**WHEREAS**, the current owner/developer, CalAtlantic Group, Inc. have requested a major change pursuant to Section 10-8-9B of the Yorkville Zoning Ordinance to the Amended Raintree Village Planned Unit Development to permit a reduction to the side yard setback from ten feet (10’) to six feet (6’) for the benefit of Lots 264-282 in Raintree Village Subdivision Unit 4; and,

**WHEREAS**, notice of a public hearing on the proposed major change to the Planned Unit Development was published and pursuant to said notice the Planning and Zoning Commission conducted a public hearing on January 8, 2020 on said petition in accordance with the State statutes and the ordinances of the City; and,

**WHEREAS**, the Planning and Zoning Commission after the hearing recommended to the Mayor and City Council approval of the side yard reduction by amendment of the Planned Unit Development Plan.

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

**Section 1:** The above recitals are incorporated and made a part of this Ordinance.

**Section 2:** That the Amended Raintree Village Planned Unit Development Plan is hereby further amended by amending the side yard regulations for the benefit of the following legally described property:

Lots 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281 and 282 all in Raintree Village, Unit 4 Subdivision, recorded as document 2006000015999. All in part of the SW 1/4 of Section 3 and part of the NW 1/4 of Section 10, all in Township 36 North, Range 7 East of the Third Principal Meridian, the United City of Yorkville, Kendall County, Illinois.

to reduce the side yard setback from ten feet (10') to six feet (6') as attached hereto and made a part hereof by reference as *Exhibit A* "Raintree Village – Unit 4 Side Yard Setback Exhibit".

**Section 3:** This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

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 \_\_\_\_\_, 2020.

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MAYOR

EXHIBIT A

RAINTREE VILLAGE UNIT 4 – SIDEYARD SETBACK EXHIBIT

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF KENDALL    )

**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE *FINAL PLAT OF RAINTREE VILLAGE, UNIT FOUR 1<sup>ST</sup> RESUBDIVISION***

**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**, CalAtlantic Group, Inc. (the “Petitioner”) has filed an application and petition for approval of the Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision of property generally located east of IL Route 47, south of IL Route 71, immediately west of IL Route 126 in Yorkville, Illinois; and,

**WHEREAS**, the Planning and Zoning Commission convened and held a public meeting on January 8, 2020, to consider the Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision; and,

**WHEREAS**, the Planning and Zoning Commission reviewed the standards set forth in Chapter 3 and 4 of Title 11 of the Yorkville Subdivision Control Ordinance and made a recommendation to the Mayor and City Council (“the Corporate Authorities”) for approval of the resubdivision and the Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision, subject to the review comments provided in letters from the City Engineer, EEI, Inc. dated November 13, 2019.

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

**Section 1:** The above recitals are incorporated herein and made a part of this Ordinance.

**Section 2:** That the Corporate Authorities hereby approve the Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision for the property legally described and attached hereto and made a part hereof by reference as *Exhibit A*.

**Section 3:** That the Corporate Authorities hereby approve the Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision as prepared by Mackie Consultants, LLC, Rosemont, Illinois, dated last revised November 11, 2019 attached hereto and made a part hereof as *Exhibit B* and authorize the Mayor, City Clerk, City Administrator and City Engineer to execute said Plat, subject to the review comments provided in letters from the City Engineer, EEI, Inc. dated November 13, 2019 attached hereto and made a part hereof as *Exhibit C*.

**Section 4:** That the City Clerk is hereby authorized pursuant to Section 11-2-3.H of the Yorkville Subdivision Control Ordinance to file a copy of this ordinance and the Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision with the Kendall County Recorder of Deeds.

**Section 5:** This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

EXHIBIT A  
Legal Description

FINAL PLAT OF RAINTREE VILLAGE, UNIT FOUR 1<sup>ST</sup> RESUBDIVISION BEING A RESUBMISSION IN PART OF THE SOUTHWEST QUARTER SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

**EXHIBIT B**  
**Final Plat**

EXHIBIT C  
Engineering Review Comments



# Memorandum

To: Planning and Zoning Commission  
 From: Krysti J. Barksdale-Noble, Community Development Director  
 CC: Bart Olson, City Administrator  
 Date: November 19, 2019  
 Subject: **PZC 2019-30 Raintree Village – Unit 4 (PUD & Final Plat)**  
 Proposed PUD & Final Plat Amendment for Duplexes and Townhomes

## Proposed Request:

The petitioner, CalAtlantic Group, Inc., is seeking Final Plat amendment approval to remove the EBE (Exception to Blanket Easements) and convert them to fee simple lots for approximately 32 lots consisting of 128 residential townhome units in Raintree Village Unit 4. Additionally, the petitioner is seeking to reduce the side yard setback from ten (10) feet to six (6) feet for Lots 262-284 in Raintree Village Unit 4 consisting of 34 residential duplex homesites (17 lots).

The subject property, located south of IL 71 and west of IL 126 in the southeast quadrant of the city, was originally annexed in 1997 and approved as a planned residential development in 2002 with roughly 650 single-family, duplex and townhome dwelling units. Currently, Unit 4 is partially built-out with townhomes and duplexes of which the developer owns 38 duplex units (19 lots) and 108 townhome units (27 lots). A recent development agreement with CalAtlantic Group was approved by the City permitting a prepayment of development fees and SSA improvement funds, a reduction in building permit fees and certain building code locks for five (5) years, until 2024.



## Raintree Village

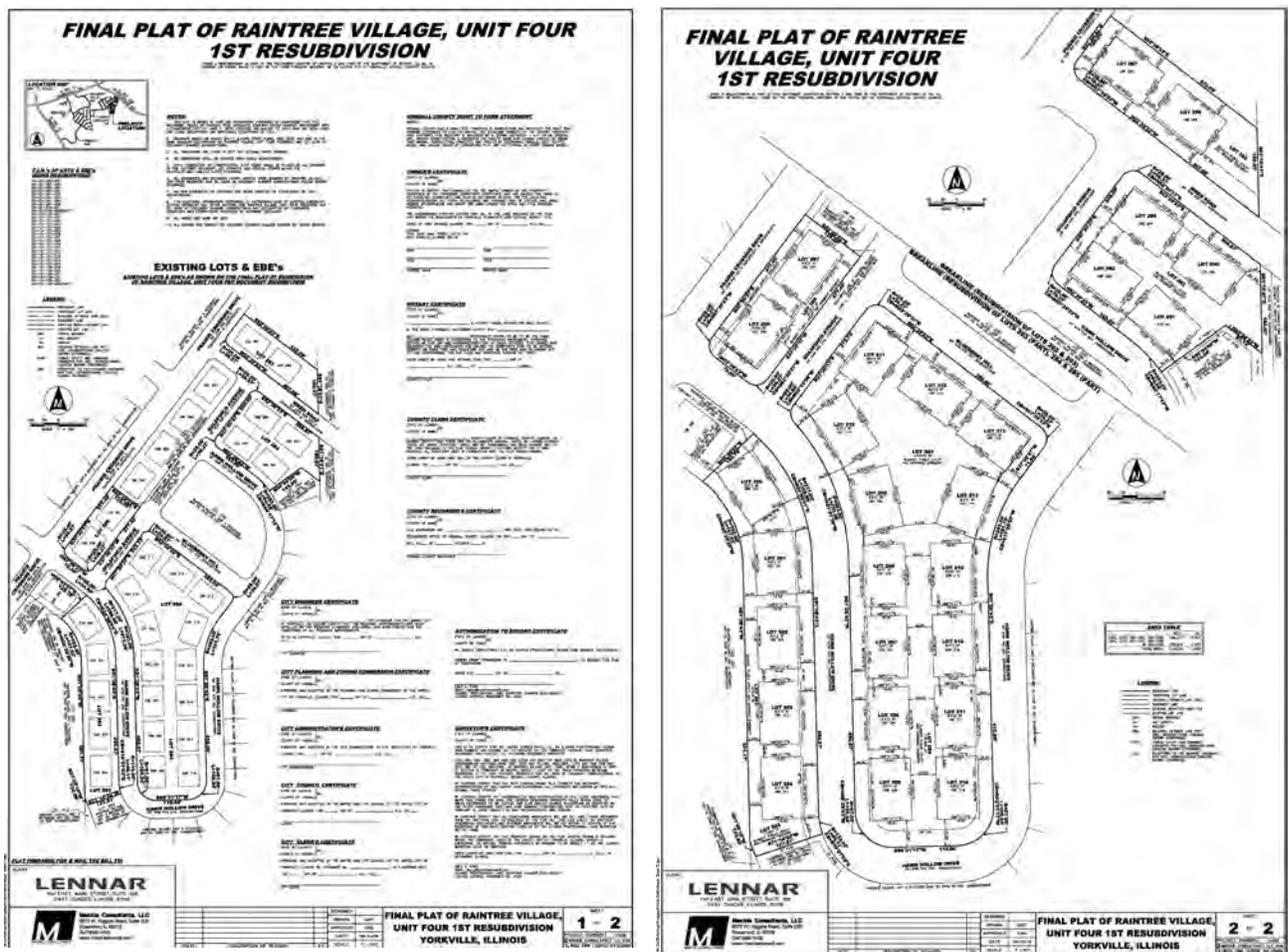
United City of Yorkville, Illinois  
 Yorkville GIS 3-30-2017



**Proposed Final Plat of Resubdivision:**

The proposed 1<sup>st</sup> Resubdivision of Unit 4 in Raintree Village, as prepared by Mackie Consultants, conforms to those originally approved final plat but seeks to revise the land where the townhome units are to be built on an “exception to blanket easement” (EBE) to a “fee simple” lot. The purpose for the requested change is for easier transfer of title. Generally, an “easement” is a non-possessory interest in a portion of real property, meaning, while the holder of the easement may use the land, they do not actually own it. Conversely, a “fee simple” lot results in a complete transfer of ownership rights.

The current final plat illustrates dashed lines representing the thirty-two (32) exceptions to the blanket easements are clustered throughout six (6) “super” lots depicted as a solid black line. Each exception easement consists of four (4) townhome units. On the proposed resubdivided final plat, each of the “exception to blanket easements” (EBE) have been converted to individual lots also consisting of four (4) townhomes. Additionally, the original “super” lots have been changed to common space outlots utilized as public utilities and surface drainage easements. The area breakdown of the proposed final platted area is as follows:

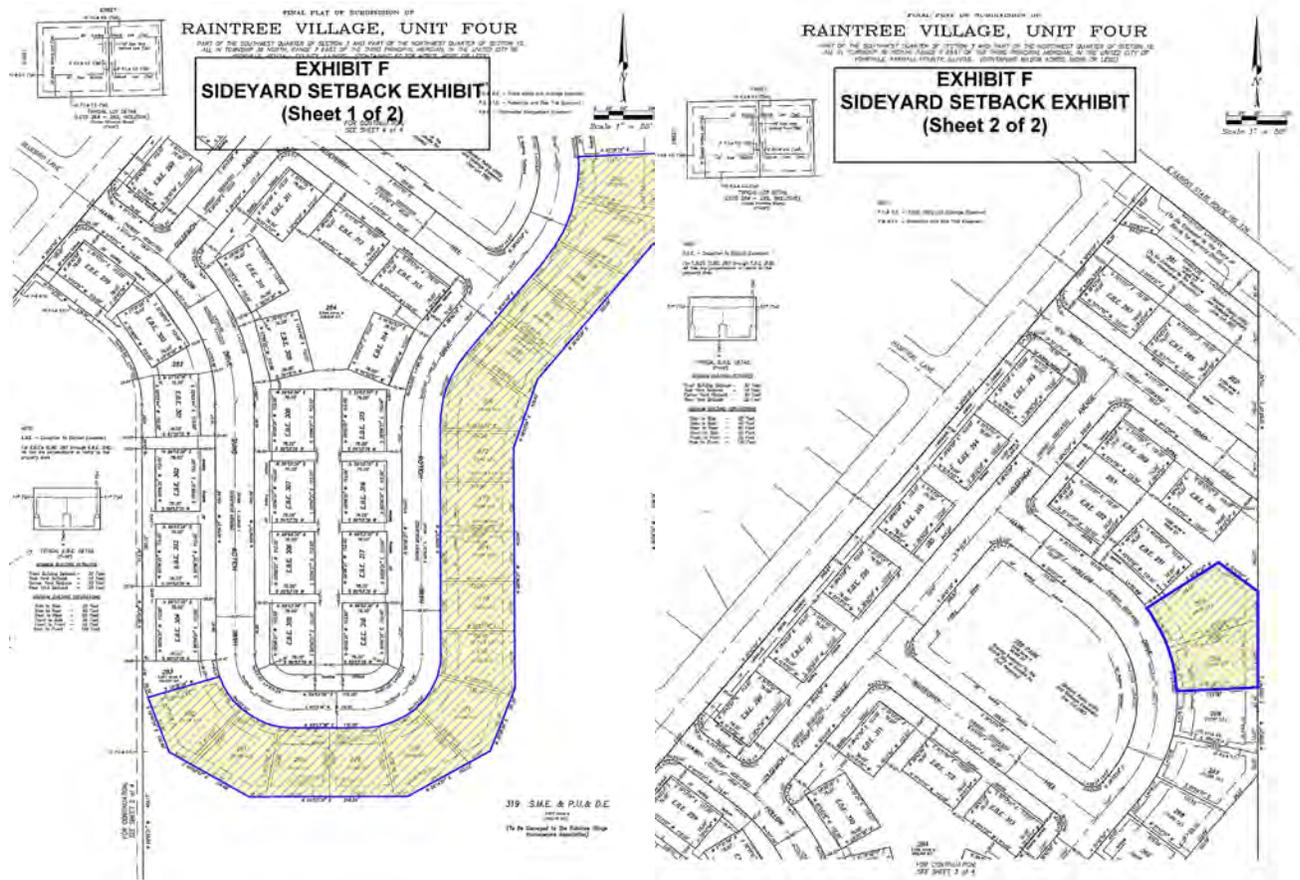


FINAL PLAT SUMMARY			
<i>Original Final Plat</i>		<i>Proposed Final Plat</i>	
Lot 262	EBE 287-288	Outlot A	Lots 287-288
Lot 263	EBE 289-292	Outlot B	Lots 289-292
Lot 283	EBE 300-304	Outlot D	Lots 300-304
Lot 284	EBE 305-318	Outlot E	Lots 305-318
Lot 285	EBE 297-298	Outlot C	Lots 297-298
<b>TOTAL</b>		<b>11.807 Acres</b>	<b>514,325 SF</b>

No other changes to building setbacks or minimum building separations are requested for the townhome lots in the proposed Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision as presented by the petitioner.

**Proposed PUD Amendment for Building Setback:**

The other request the petitioner seeks is for an adjustment to side yard setbacks in Unit 4 for the duplex units. Based on new products and market trends, the ranch-style duplexes are more desirable. With the wider building footprint of ranches, the current minimum side yard setback is not attainable. Therefore, the proposed reduction in minimum side yard from ten (10) feet to six (6) feet for Lots 262-284, consisting of 34 residential duplex homesites on 17 lots, is detailed below:



BUILDING SETBACK	REQUIRED MINIMUM	PROPOSED SETBACK
Front	30'	30'
Side (Interior)	10'	6'
Side (Corner)	30'	30'
Rear	40'	40'

As proposed, the minimum building-to-building separation would be twelve (12) feet. The City has approved other similar side yard setback reductions such as The Colonies, a villa-style single family home development in the Grande Reserve subdivision (minimum 7.5-foot side yard setback) and Heartland Meadows, age-restricted ranch home community which has a minimum five (5) foot side yard setback.

**Staff Comments:**

The proposed Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision has been reviewed by the City’s engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance’s Standards for Specification. Comments dated November 13, 2019 were provided to the applicant (see attached). Staff is supportive of approving the Final Plat and the minor comments from the City Engineer will be addressed in a revised plat which will be submitted to the City prior to recordation.

Staff is also supportive of the requested side yard setback reduce as it is consistent with similar recent development such as Grande Reserve and Heartland Meadows. However, per the recently approved Development Agreement between the City and the petitioner via Ordinance No. 2019-27, Paragraph G Fire Suppression and Alarm Systems, provides that the builder will install sprinklers for the duplex and townhome units in accordance with the International Code Council 2009 IFC/13D Systems. The builder will also not be required to install alarm systems in the duplex dwelling units and this provision is locked in effect until the term of the development agreement, April 2029.

Since the approval of the Development Agreement, the City has adopted the International Code Council 2018 IFC which goes into effect on January 1, 2020. Due to the minimum building separation of the duplexes being reduced to twelve (12) feet, staff will defer to the Building Code Official and the Fire Marshal as to the best management practice to ensure exterior fire protection standards.

**Standards for PUD Approval or Amendment:**

The Planning and Zoning Commission may recommend approval of a special use for planned unit development or amendments to a Planned Unit Development (PUD) upon considering the following (Section 10-8-10-A):

1. In what respect does the design of the planned unit development meet the requirements and design standards of the development standards and design criteria.
2. The extent to which the proposed plan deviates and/or requires waivers of the bulk regulations in the zoning ordinance and how the modifications in design standards from the subdivision control regulations fulfill the intent of those regulations.
3. The extent of public benefit produced by the planned unit development, such as, but not limited to, the adequacy of common open space and/or public recreational facilities provided; sufficient control over vehicular traffic; provision of public services; provision and protection of the reasonable enjoyment of land.
4. The relationship and compatibility, beneficial or adverse, of the planned unit development to the adjacent properties and nearby land uses.
5. The extent to which the planned unit development fulfills the objectives of the future planning objectives or other planning policies of the city.
6. The Planning and Zoning Commission finds the planned unit development satisfactorily meets the standards for special use as defined in section 10-4-9 of the Zoning Ordinance which are as follows:
  - a. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
  - b. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminishes and impair property values within the neighborhood.

- c. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- d. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
- e. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
- f. The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the planning and zoning commission.

**Proposed Motions:**

*In consideration of the proposed Final Plat of Raintree Village, Unit Four 1<sup>st</sup> Resubdivision, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in plans prepared by Mackie Consultants, LLC dated last revised 11-11-19, subject to review comments provided by the City Engineer, EEI, Inc. dated November 13, 2019, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...*

*In consideration of testimony presented during a Public Hearing on January 8, 2020 and the standards for PUD approval and amendment, the Planning and Zoning Commission recommends approval to the City Council a reduction in side yard setback from ten (10) feet to six (6) feet for lots 262-284 in Unit 4 of the Raintree Village subdivision, as presented by the Petitioner Exhibit F Side Yard Setback, 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 Raintree Village, Unit Four 1<sup>st</sup> Resubdivision prepared by Mackie Consultants, LLC and dated last revised 11-11-19.
3. Side Yard Setback Exhibit illustrating proposed amended setback from 10 feet to 6 feet.
4. EEI Letter to the City dated November 13, 2019.



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 AGREEMENT AMENDMENT

## INTENT AND PURPOSE:

Annexation Agreements specify the desired zoning and other requested approvals (i.e., bulk regulations, variances, building codes, development impacts and contributions, etc.) that will affect the property and successor owners. Planned Unit Development (PUD) Agreements are unique and a complex form of zoning which differs from the conventional approval process allowing for flexibility in the design and land use of larger scale developments. Such approvals require agreements that are contractual in nature, therefore an amendment must be sought when a change, minor or substantial, in the original terms of the annexation or Planned Unit Development (PUD) Agreement occurs.

This packet explains the process to successfully submit and complete an Application to Amend an Annexation or Planned Unit Development Agreement. It includes a detailed description of the process and the actual application itself. Please type the 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.

For a complete explanation of what is legally required throughout the Amendment process, please refer to "Title 10, Chapter 4, Section 10 Amendments" of the Yorkville, Illinois City Code.

## APPLICATION PROCEDURE:



## STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

Within one (1) week of submittal, the Community Development Department will determine if the 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 Planning & Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

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



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Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: www.yorkville.il.us

# APPLICATION FOR AGREEMENT AMENDMENT

## STAGE 2: PLAN COUNCIL REVIEW

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

## STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

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

## STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING (PUD ONLY)

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Plan Commission meeting.

## STAGE 5: CITY COUNCIL PUBLIC HEARING

Petitioner will attend the City Council meeting where the recommendation of the proposed amendment will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the amendment.

## DORMANT APPLICATIONS

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

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

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

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



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# APPLICATION FOR AGREEMENT AMENDMENT

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input checked="" type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$ 500
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>REZONING</b>	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
	<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>		
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$200 = \$ \underline{\hspace{2cm}}$ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$1,000.00 \$2,500.00 \$5,000.00 \$10,000.00 \$20,000.00	Total: \$
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres	\$1,000.00 \$2,500.00 \$5,000.00	Total: \$
<b>TOTAL AMOUNT DUE:</b>			



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 AGREEMENT AMENDMENT

DATE: 10/17/19	PZC NUMBER:	DEVELOPMENT NAME: Raintree - Unit 4
<b>PETITIONER INFORMATION</b>		
NAME: Richard Murphy	COMPANY: Lennar Homes	
MAILING ADDRESS: 1141 E Main Street, Suite 108		
CITY, STATE, ZIP: East Dundee, IL 60118	TELEPHONE: 224-293-3115	
EMAIL: richard.murphy@lennar.com	FAX:	
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE: CalAtlantic Group, Inc (a fully owned subsidiary of Lennar Homes)		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: See Exhibit B		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Raintree Unit 4, Hawk Hollow Drive, south of Prairie Crossing Drive		
CURRENT ZONING CLASSIFICATION: R2 PUD		
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW:		
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>		
NORTH: R-2 PUD		
EAST: R-2 SF		
SOUTH: R-2 SF		
WEST: R-2 PUD		
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>		
See Exhibit B		

# APPLICATION FOR AGREEMENT AMENDMENT

PROPERTY INFORMATION
NAME OF AGREEMENT: Raintree
DATE OF RECORDING:
SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT: Amend minimum sideyard setbacks for Lots <u>264-282</u> to 6.0' feet, from current 10.0' minimum
ATTACHMENTS
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".  Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".  Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".  Petitioner must attach amendments from the existing agreement and title it as "Exhibit D".  <b>EXHIBIT A - LEGAL DESCRIPTION</b> <b>EXHIBIT B - ADDRESSES/CURRENT PINS</b> <b>EXHIBIT C - EXISTING PUD AGREEMENT</b> <b>EXHIBIT D - LOCATION MAP</b> <b>EXHIBIT E - RAINTREE UNIT 4 PLAT OF SUBDIVISION</b> <b>EXHIBIT F - SETBACK EXHIBIT</b>



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# APPLICATION FOR AGREEMENT AMENDMENT

ATTORNEY INFORMATION	
NAME: Harold Francke	COMPANY: Meltzer, Purtil & Stelle LLC
MAILING ADDRESS: 1515 E. Woodfield Road, Second Floor	
CITY, STATE, ZIP: Schaumburg, IL 60173	TELEPHONE: 847-330-6068
EMAIL: hfrancke@mpsllaw.com	FAX:
ENGINEER INFORMATION	
NAME: Ryan Martin	COMPANY: Mackie Consultants
MAILING ADDRESS: 9575 W. Higgins Road, Suite 500	
CITY, STATE, ZIP: Rosemont, IL 60018	TELEPHONE: 847-696-1400
EMAIL: rmartin@mackieconsult.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Dale Gray	COMPANY: Mackie Consultants
MAILING ADDRESS: 9575 W. Higgins Road, Suite 500	
CITY, STATE, ZIP: Rosemont, IL 60018	TELEPHONE: 847-696-1400
EMAIL: dgray@mackieconsult.com	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>	
 _____ PETITIONER SIGNATURE	10/17/19 _____ DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.	
 _____ OWNER SIGNATURE	_____ DATE



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 Website: www.yorkville.il.us

# PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 1141 E Main Street, Suite 108
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
<input type="checkbox"/> REZONING <input type="checkbox"/> PRELIMINARY PLAN		
<b>PETITIONER DEPOSIT ACCOUNT FUND:</b> 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 <b>INVOICE &amp; WORKSHEET PETITION APPLICATION</b> . 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.		
<b>ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY</b>		
NAME:	COMPANY:	
MAILING ADDRESS: 1141 E Main Street, Suite 108		
CITY, STATE, ZIP: East Dundee, IL 60118	TELEPHONE: 224-293-3110	
EMAIL: scott.guerard@lennar.com	FAX:	
<b>FINANCIALLY RESPONSIBLE PARTY:</b> 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	Division President	
PRINT NAME	TITLE	
	10/17/19	
SIGNATURE	DATE	
<b>ACCOUNT CLOSURE AUTHORIZATION</b>		
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.	

## **EXHIBIT A**

**Description:**

LOTS 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281 AND 282 ALL IN RAINTREE VILLAGE, UNIT 4 SUBDIVISION, RECORDED AS DOCUMENT 2006000015999. ALL IN PART OF THE SW 1/4 OF SECTION 3 AND PART OF THE NW 1/4 OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

# EXHIBIT B

## Address List for Raintree Village Unit 4 City of Yorkville, IL

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
4	264-1	1324	Hawk Hollow Drive	Duplex	05-03-381-005
	264-2	1322	Hawk Hollow Drive		
4	265-1	1320	Hawk Hollow Drive	Duplex	05-10-128-001
	265-2	1312	Hawk Hollow Drive		
4	266-1	1304	Hawk Hollow Drive	Duplex	05-10-128-002
	266-2	1302	Hawk Hollow Drive		
4	267-1	1294	Hawk Hollow Drive	Duplex	05-10-128-003
	267-2	1292	Hawk Hollow Drive		
4	268-1	1284	Hawk Hollow Drive	Duplex	05-10-128-004
	268-2	1282	Hawk Hollow Drive		
4	269-1	1274	Hawk Hollow Drive	Duplex	05-10-128-005
	269-2	1272	Hawk Hollow Drive		
4	270-1	1264	Hawk Hollow Drive	Duplex	05-10-128-006
	270-2	1262	Hawk Hollow Drive		
4	271-1	1254	Hawk Hollow Drive	Duplex	05-10-128-007
	271-2	1252	Hawk Hollow Drive		
4	272-1	1244	Hawk Hollow Drive	Duplex	05-10-128-008
	272-2	1242	Hawk Hollow Drive		
4	273-1	1232	Hawk Hollow Drive	Duplex	05-10-128-009
	273-2	1234	Hawk Hollow Drive		
4	274-1	1224	Hawk Hollow Drive	Duplex	05-10-128-010
	274-2	1222	Hawk Hollow Drive		
4	275-1	1220	Hawk Hollow Drive	Duplex	05-10-128-011
	275-2	1212	Hawk Hollow Drive		
4	276-1	1204	Hawk Hollow Drive	Duplex	05-10-128-012
	276-2	1202	Hawk Hollow Drive		
4	277-1	1198	Hawk Hollow Drive	Duplex	05-10-128-013
	277-2	1196	Hawk Hollow Drive		
4	278-1	1194	Hawk Hollow Drive	Duplex	05-10-128-014
	278-1	1192	Hawk Hollow Drive		
4	279-1	1188	Hawk Hollow Drive	Duplex	05-10-128-015
	279-2	1186	Hawk Hollow Drive		
4	280-1	1184	Hawk Hollow Drive	Duplex	05-10-128-016
	280-2	1182	Hawk Hollow Drive		
4	281-1	1178	Hawk Hollow Drive	Duplex	05-10-128-017
	281-2	1176	Hawk Hollow Drive		
4	282-1	1174	Hawk Hollow Drive	Duplex	05-10-128-018
	282-2	1172	Hawk Hollow Drive		

**Address List for Raintree Village Unit 4 City of Yorkville, IL**

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
<b>TOWNHOMES</b>					
4	287-1	1842	Wren Road	Townhome	05-03-382-002
4	287-2	1844	Wren Road	Townhome	
4	287-3	1846	Wren Road	Townhome	
4	287-4	1848	Wren Road	Townhome	
4	288-1	1852	Wren Road	Townhome	05-03-382-003
4	288-2	1854	Wren Road	Townhome	
4	288-3	1856	Wren Road	Townhome	
4	288-4	1858	Wren Road	Townhome	
4	289-1	1867	Wren Road	Townhome	05-03-381-001
4	289-2	1865	Wren Road	Townhome	
4	289-3	1863	Wren Road	Townhome	
4	289-4	1861	Wren Road	Townhome	
4	290-1	1887	Wren Road	Townhome	05-03-381-002
4	290-2	1885	Wren Road	Townhome	
4	290-3	1883	Wren Road	Townhome	
4	290-4	1881	Wren Road	Townhome	
4	291-1	1338	Hawk Hollow Drive	Townhome	05-03-381-004
4	291-2	1336	Hawk Hollow Drive	Townhome	
4	291-3	1334	Hawk Hollow Drive	Townhome	
4	291-4	1332	Hawk Hollow Drive	Townhome	
4	292-1	1348	Hawk Hollow Drive	Townhome	05-03-381-003
4	292-2	1346	Hawk Hollow Drive	Townhome	
4	292-3	1344	Hawk Hollow Drive	Townhome	
4	292-4	1342	Hawk Hollow Drive	Townhome	
4	297-1	1121	Goldfinch Avenue	Townhome	05-03-379-001
4	297-2	1123	Goldfinch Avenue	Townhome	
4	297-3	1125	Goldfinch Avenue	Townhome	
4	297-4	1127	Goldfinch Avenue	Townhome	
4	298-1	1111	Goldfinch Avenue	Townhome	05-10-126-001
4	298-2	1113	Goldfinch Avenue	Townhome	
4	298-3	1115	Goldfinch Avenue	Townhome	
4	298-4	1117	Goldfinch Avenue	Townhome	
4	300-1	1122	Hawk Hollow Drive	Townhome	05-10-128-023
4	300-2	1120	Hawk Hollow Drive	Townhome	
4	300-3	1112	Hawk Hollow Drive	Townhome	
4	300-4	1110	Hawk Hollow Drive	Townhome	

**Address List for Raintree Village Unit 4 City of Yorkville, IL**

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
4	301-1	1132	Hawk Hollow Drive	Townhome	05-10-128-022
4	301-2	1128	Hawk Hollow Drive	Townhome	
4	301-3	1126	Hawk Hollow Drive	Townhome	
4	301-4	1124	Hawk Hollow Drive	Townhome	
4	302-1	1142	Hawk Hollow Drive	Townhome	05-10-128-021
4	302-2	1138	Hawk Hollow Drive	Townhome	
4	302-3	1136	Hawk Hollow Drive	Townhome	
4	302-4	1134	Hawk Hollow Drive	Townhome	
4	303-1	1152	Hawk Hollow Drive	Townhome	05-10-128-020
4	303-2	1148	Hawk Hollow Drive	Townhome	
4	303-3	1146	Hawk Hollow Drive	Townhome	
4	303-4	1144	Hawk Hollow Drive	Townhome	
4	304-1	1162	Hawk Hollow Drive	Townhome	05-10-128-019
4	304-2	1158	Hawk Hollow Drive	Townhome	
4	304-3	1156	Hawk Hollow Drive	Townhome	
4	304-4	1154	Hawk Hollow Drive	Townhome	
4	305-1	1159	Hawk Hollow Drive	Townhome	05-10-127-009
4	305-2	1161	Hawk Hollow Drive	Townhome	
4	305-3	1163	Hawk Hollow Drive	Townhome	
4	305-4	1165	Hawk Hollow Drive	Townhome	
4	306-1	1151	Hawk Hollow Drive	Townhome	05-10-127-010
4	306-2	1153	Hawk Hollow Drive	Townhome	
4	306-3	1155	Hawk Hollow Drive	Townhome	
4	306-4	1157	Hawk Hollow Drive	Townhome	
4	307-1	1143	Hawk Hollow Drive	Townhome	05-10-127-011
4	307-2	1145	Hawk Hollow Drive	Townhome	
4	307-3	1147	Hawk Hollow Drive	Townhome	
4	307-4	1149	Hawk Hollow Drive	Townhome	
4	308-1	1135	Hawk Hollow Drive	Townhome	05-10-127-012
4	308-2	1137	Hawk Hollow Drive	Townhome	
4	308-3	1139	Hawk Hollow Drive	Townhome	
4	308-4	1141	Hawk Hollow Drive	Townhome	
4	309-1	1125	Hawk Hollow Drive	Townhome	05-10-127-013
4	309-2	1127	Hawk Hollow Drive	Townhome	
4	309-3	1129	Hawk Hollow Drive	Townhome	
4	309-4	1131	Hawk Hollow Drive	Townhome	

**Address List for Raintree Village Unit 4 City of Yorkville, IL**

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
4	310-1	1109	Hawk Hollow Drive	Townhome	05-10-127-014
4	310-2	1111	Hawk Hollow Drive	Townhome	
4	310-3	1121	Hawk Hollow Drive	Townhome	
4	310-4	1123	Hawk Hollow Drive	Townhome	
4	311-1	1124	Goldfinch Avenue	Townhome	05-10-127-001
4	311-2	1122	Goldfinch Avenue	Townhome	
4	311-3	1120	Goldfinch Avenue	Townhome	
4	311-4	1112	Goldfinch Avenue	Townhome	
4	312-1	2079	Blueberry Hill	Townhome	05-10-127-002
4	312-2	2077	Blueberry Hill	Townhome	
4	312-3	2075	Blueberry Hill	Townhome	
4	312-4	2073	Blueberry Hill	Townhome	
4	313-1	2089	Blueberry Hill	Townhome	05-10-127-003
4	313-2	2087	Blueberry Hill	Townhome	
4	313-3	2085	Blueberry Hill	Townhome	
4	313-4	2083	Blueberry Hill	Townhome	
4	314-1	1251	Hawk Hollow Drive	Townhome	05-10-127-004
4	314-2	1253	Hawk Hollow Drive	Townhome	
4	314-3	1255	Hawk Hollow Drive	Townhome	
4	314-4	1257	Hawk Hollow Drive	Townhome	
4	315-1	1241	Hawk Hollow Drive	Townhome	05-10-127-005
4	315-2	1243	Hawk Hollow Drive	Townhome	
4	315-3	1245	Hawk Hollow Drive	Townhome	
4	315-4	1247	Hawk Hollow Drive	Townhome	
4	316-1	1231	Hawk Hollow Drive	Townhome	05-10-127-006
4	316-2	1233	Hawk Hollow Drive	Townhome	
4	316-3	1235	Hawk Hollow Drive	Townhome	
4	316-4	1237	Hawk Hollow Drive	Townhome	
4	317-1	1221	Hawk Hollow Drive	Townhome	05-10-127-007
4	317-2	1223	Hawk Hollow Drive	Townhome	
4	317-3	1225	Hawk Hollow Drive	Townhome	
4	317-4	1227	Hawk Hollow Drive	Townhome	
4	318-1	1201	Hawk Hollow Drive	Townhome	05-10-127-008
4	318-2	1203	Hawk Hollow Drive	Townhome	
4	318-3	1205	Hawk Hollow Drive	Townhome	
4	318-4	1207	Hawk Hollow Drive	Townhome	

**Address List for Raintree Village Unit 4 City of Yorkville, IL**

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
Existing TH					
4	EBE 296-1	1131	Goldfinch Avenue	Townhome	05-03-379-012
	EBE 296-2	1133	Goldfinch Avenue	Townhome	05-03-379-013
	EBE 296-3	1135	Goldfinch Avenue	Townhome	05-03-379-014
	EBE 296-4	1137	Goldfinch Avenue	Townhome	05-03-379-015
4	EBE 295-1	1141	Goldfinch Avenue	Townhome	05-03-379-007
	EBE 295-2	1143	Goldfinch Avenue	Townhome	05-03-379-008
	EBE 295-3	1145	Goldfinch Avenue	Townhome	05-03-379-009
	EBE 295-4	1147	Goldfinch Avenue	Townhome	05-03-379-010
4	EBE 294-1	1151	Goldfinch Avenue	Townhome	05-03-379-017
	EBE 294-2	1153	Goldfinch Avenue	Townhome	05-03-379-018
	EBE 294-3	1155	Goldfinch Avenue	Townhome	05-03-379-019
	EBE 294-4	1157	Goldfinch Avenue	Townhome	05-03-379-020
4	EBE 293-1	1161	Goldfinch Avenue	Townhome	05-03-379-022
	EBE 293-2	1163	Goldfinch Avenue	Townhome	05-03-379-023
	EBE 293-3	1165	Goldfinch Avenue	Townhome	05-03-379-024
	EBE 293-4	1167	Goldfinch Avenue	Townhome	05-03-379-025
4	EBE 299-1	1108	Hawk Hollow Dr	Townhome	05-10-128-027
	EBE 299-2	1106	Hawk Hollow Dr	Townhome	05-10-128-028
	EBE 299-3	1104	Hawk Hollow Dr	Townhome	05-10-128-029
	EBE 299-4	1102	Hawk Hollow Dr	Townhome	05-10-128-030

STATE OF ILLINOIS        )  
                                  ) ss  
COUNTY OF KENDALL     )

200300002858  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
01-28-2003 At 02:16 PM.  
ORDINANCE                   18.00

**ORDINANCE NO. 2002 - 5a**

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN AMENDMENT TO ANNEXATION AGREEMENT,  
ANNEXATION AGREEMENT AND  
PLANNED UNIT DEVELOPMENT AGREEMENT OF  
WYNDHAM DEERPOINT HOMES and  
CREEK PARTNERS, L.L.C.  
(THE HIGHLANDS SUBDIVISION)**

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement pertaining to the annexation and development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1, as amended, for the execution of said Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement has been fully complied with; and

WHEREAS, the property is contiguous to the City.

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 Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement concerning the annexation and development of the real estate described therein, a copy of which Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

MIKE ANDERSON	<i>yes</i>	JOSEPH BESCO	<i>yes</i>
VALERIE BURD	<i>yes</i>	PAUL JAMES	<i>yes</i>
LARRY KOT	<i>yes</i>	MARTY MUNNS	<i>absent</i>
ROSE SPEARS	<i>yes</i>	RICHARD STICKA	<i>yes</i>

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

10<sup>th</sup> day of December, A.D. 2002

  
MAYOR

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

10<sup>th</sup> day of December, A.D. 2002.

Attest:   
CITY CLERK

Prepared by and return to:  
Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

Wehrli Property  
Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88° 56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 29" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL BEARING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

200300002859  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
01-28-2003 At 02:16 PM.  
ANNEX AGREE 106.00

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**AMENDMENT TO ANNEXATION AGREEMENT,  
ANNEXATION AGREEMENT AND  
PLANNED UNIT DEVELOPMENT AGREEMENT**  
(The Highlands Subdivision)

THIS AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT ("**Agreement**"), is made and entered as of the 10<sup>th</sup> day of Dec., 2002, by and between WYNDHAM DEERPOINT HOMES, an Illinois partnership ("**OWNER and DEVELOPER**") CREEK PARTNERS, L.L.C., an Illinois limited liability company ("**OWNER**"), and the UNITED CITY OF YORKVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("**City**") by and through its Mayor and Alderman ("**Corporate Authorities**"). OWNER, DEVELOPER and the City are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS:**

A. OWNER is the OWNER of record of those certain parcels of real estate legally described on Exhibit "A" attached hereto ("**Highlands Property**").

B. OWNER and the City, together with the OWNER of certain other property have heretofore entered into that certain Annexation Agreement dated March 28, 1997 and amended June 24, 1999 with City ("**Annexation Agreement**") which provided for, among other things, the annexation of a portion of the Highlands Property to the City. Annexed as a part of the Annexation Agreement was a parcel of property adjacent to the west, of approximately 186 acres commonly referred to as the Doeschtman property ("**Doeschtman Property**").

C. The Doeschtman Property has heretofore been annexed to the corporate limits of the City in accordance with the provisions of the Annexation Agreement.

D. The OWNER is in fee title to the property contiguous to the Doeschtman Property and commonly known as the Wehrli Parcel ("**Wehrli Parcel**") (approximately 134 acres) The Doeschtman and Wehrli Properties are collectively referred to as the Highlands Property). The OWNER desires to annex additional property on exhibit A to the City for the purposes of developing one contiguous planned unit development (PUD) known as the Highlands Subdivision (approximately 320 acres).

E. DEVELOPER desires to proceed with the development thereof for residential use in accordance with the terms and provisions of this Agreement.

F. DEVELOPER further desires to amend the Annexation Agreement as it pertains to the Doetschman Property in accordance with the terms and provisions of this Agreement in order to facilitate the development of the Property for a residential Planned Unit Development, and the City is agreeable to amending the Annexation Agreement as it pertains to the Doetschman Property in accordance with the terms and provisions of this Agreement. This Agreement is not intended, and shall not be construed, to alter or amend the Annexation Agreement and the rights, duties and obligations thereunder as the same pertains to the other real estate being the subject of the Annexation Agreement.

G. DEVELOPER proposes that a portion of the Highlands Property as legally described and depicted in Exhibit "B" attached hereto ("**R-2 Parcel**") be rezoned as a PUD under the R-2 One-Family Residence District, and R-2d2, duplex provisions of the City Zoning Ordinance ("**Zoning Ordinance**"), Residence District with a Special Use for a Planned Unit Development with single-family, and duplex residences.

H. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of the City upon the matters covered by this Agreement.

I. The City and DEVELOPER have given all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and the City Code.

J. The Corporate Authorities, after due and careful consideration, have concluded that the Agreement of the Annexation Agreement in accordance with the terms and provisions of this Agreement, and the rezoning, subdivision and development of the Doetschman and Wehrli Property as provided for herein, will inure to the benefit and improvement of the City in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of the City and will otherwise enhance and promote the general welfare of the people of the City.

K.

(i) Each party agrees that it is in the best interests of the OWNER and DEVELOPER and the City to annex and develop the subject real property described in the Attached

Exhibit "A" as a Planned Unit Development (PUD) establishing a unique character and to provide for the orderly flow of traffic in the development and to adjoining real property.

- (ii) Each party agrees that it is in the best interest of the local governmental bodies affected and the DEVELOPER and OWNER to provide for specific performance standards in the development of the subject property.
- (iii) Each party agrees that a substantial impact will be had on the services of the United City of Yorkville and the Yorkville School District by development of said real property.
- (iv) The subject real property is located contiguous to the corporate boundaries of the CITY; and not within the corporate boundaries of any other municipality.

L. It is the desire of the CITY, DEVELOPER and OWNER that the development and use of the Highlands Property proceed as conveniently as may be, in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of the CITY now in force and effect, except as otherwise provided in this Agreement.

M. The CITY's Plan Commission has considered the Petition, and the CITY Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNER/DEVELOPER.

N. The OWNER/DEVELOPER and its representatives have discussed the proposed annexation and have had public meetings with the Plan Commission and the CITY Council, and prior to the execution hereof, notice was duly published and a public hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree to enter into this Agreement and to supplement and in addition to the Petition for Zoning and Annexation and drawings submitted therewith, including the approved Preliminary Plat of Subdivision to be approved by the CITY Council upon the following terms and conditions and in consideration of the various agreements made between the parties:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of the CITY Ordinances and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. ZONING. As soon as reasonably practicable following the execution of this Agreement, the Corporate Authorities shall adopt such ordinances as may be necessary and appropriate to rezone the Property under the R-2 One-Family Residence District and R2D-2 Duplex Two Family Residence District of the CITY Zoning Ordinance ("**Zoning Ordinance**"), One Family Residence District with a Special Use for a Planned Unit Development. The zoning map of the CITY shall thereupon be modified to reflect the classifications of the Highlands Property as aforesaid.

3. SUBDIVISION OF HIGHLANDS PROPERTY.

A. Approval of Preliminary Plan (Preliminary Plat, Preliminary Landscaping and Preliminary Engineering). DEVELOPER has submitted to the CITY a preliminary plat of subdivision for the Highlands Property prepared by Land Vision, Inc., a copy of which preliminary plat is attached hereto and made a part hereof as Exhibit "C" ("**Preliminary Plat**"). DEVELOPER has also submitted to the CITY a preliminary landscape plan for the Highlands Property (Prepared by Gary Webber and Associates, a copy of which is attached hereto as Exhibit "C-1" ("**Preliminary Landscape Plan**") and preliminary engineering prepared by Jacob and Heffner Associates, P.C. , a copy of which preliminary engineering is attached hereto as Exhibit "D" ("**Preliminary Engineering**"). The Preliminary Plat, Preliminary Landscape Plan and Preliminary Engineering are collectively referred to as the **Preliminary Plan**. Prior to execution of this Agreement, DEVELOPER has submitted the Preliminary Plan to the Plan Commission of the CITY and said Plan Commission has recommended approval of the Preliminary Plan as complying with all the provisions of the Subdivision Regulations and the Zoning Ordinance of the CITY, except for those items for which variations or deviations have been granted, as set forth in this Agreement. In accordance with the development concepts set forth on the Preliminary Plan, the Highlands Property shall be developed in substantial accordance with the one family and two family dwelling unit concepts set forth therein, with a total buildable subdivided lot count of 405 one family lots and 117 two family lots (234 units) (639 total dwelling units) within the Highlands Property, subject to Final Plat and Final Engineering review, as defined in Paragraph 3.B hereof.

The Highlands Property shall be developed in the manner and in accordance with the development concept set forth in the Preliminary Plat, and such development shall be in full conformance with the CITY's Zoning Ordinance, Subdivision Regulations, Building Code, and other CITY ordinances, codes, rules and regulations pertaining to the development of the Highlands Property as provided in Paragraph 8 of this Agreement, except as otherwise modified or varied pursuant to the terms of this Agreement. The engineering design for the sanitary sewer, water, storm sewer

service and the storm water retention/detention, as well as the streets and sidewalks within, upon and serving the Highlands Property, shall be substantially as provided in the preliminary engineering plans attached hereto on Exhibit "D" . The Preliminary Plat, Preliminary Landscape Plan and Preliminary Engineering are referred to herein collectively as the "**Preliminary Plan**". Developer agrees to conform its Final Plan to provide the buffering and screening agreed to between DEVELOPER and the adjoining owners and to complete any written agreements made by DEVELOPER with the adjoining owners of the subject property.

- B. Approval of Final Plat and Final Engineering. DEVELOPER shall have the right to develop the Highlands Property in such number of phases or units (individually a "**Phase of Development**" and collectively the "**Phases of Development**") as DEVELOPER may from time to time determine in its sole discretion. Upon the submittal by DEVELOPER to the CITY of a final plat of subdivision ("**Final Plat**"), final landscape plan ("**Final Landscape Plan**") and final engineering plans ("**Final Engineering**") for a Phase of Development, which substantially conform with the Preliminary Plans as to such Phase of Development, the CITY shall promptly approve such Final Plat, so long as it is in substantial conformity with the approved Preliminary Plan, and that DEVELOPER is not in material breach or default as to any terms of this Agreement, Final Landscape Plan and Final Engineering in compliance with applicable law and cause the Final Plat to be duly recorded with the Kendall County Recorder's office provided DEVELOPER complies with applicable CITY regulations pertaining to (i) the posting of the applicable Security Instruments, as defined in Paragraph 6 of this Agreement, for such Phase of Development, (ii) the payment of applicable fees to the CITY as provided for in this Agreement and (iii) the procurement of such approvals as may be required by other governmental authorities with jurisdiction thereover. The Final Plat, Final Landscape Plan and Final Engineering are referred to herein collectively as the "**Final Plans**". Concurrent with and prior to recording a Final Plat the CITY's review of Final Plans for a Phase of Development, DEVELOPER shall submit to the CITY for its review a copy of the Declaration of Covenants, Restrictions and Easements (or similarly named document) ("**Declaration**") which will be used by DEVELOPER to establish the covenants, conditions and restrictions for such Phase of Development. The Declaration shall provide for the authority of DEVELOPER and/or the CITY to establish an association or associations of homeowners (each a "Homeowners Association") which shall have Primary Responsibility, as defined in Paragraph 21 hereof, for the ownership, care and maintenance of the common open space areas within the Highlands Property as listed in Exhibit "K" attached hereto ("**Common Facilities**") and the collection of assessments from the association members to defray the cost thereof. The Declaration shall be recorded against each Phase of Development simultaneously with the recording of the Final Plat for each Phase of

Development. The SSA, as defined in Paragraph 21 of this Agreement, shall be utilized by the CITY to carry out the Secondary Responsibility, as defined in said Paragraph 21, to fund the cost of maintaining the Common Facilities.

- C. DEVELOPER agrees to conform its Final Engineering and Final Plats to provide the buffering and screening agreed to between DEVELOPER and the adjoining OWNER of the subject property.
- D. Right to Farm Disclosure. DEVELOPER agrees to include Kendall County "Right to Farm Statement" language attached hereto as Exhibit "L" on each Final Plat of Subdivision.

4. VARIATIONS FROM LOCAL CODES. The specific variations and deviations from the CITY's ordinances, rules, and codes as set forth in Exhibit "E" attached hereto have been requested, approved and are permitted with respect to the development, construction, and use of the Highlands Property ("**Permitted Variations**").

5. UTILITIES AND PUBLIC IMPROVEMENTS. OWNER and DEVELOPER agree that any extension and/or construction of these utilities and public improvements shall be performed in accordance with existing CITY subdivision regulations as varied by this Agreement, and such work and the cost thereof shall be the sole responsibility of DEVELOPER, except as otherwise provided in this Agreement:

- A. Sanitary Sewer Facilities. DEVELOPER shall cause the Highlands Property, or such developable portions thereof as may be appropriate, to be annexed to the Yorkville-Bristol Sanitary District ("**Yorkville Bristol**" or "**YBSD**") for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of Yorkville-Bristol. The installation of sanitary sewer lines to service the Highlands Property and the connection of such sanitary sewer lines to the existing sewer lines of Yorkville-Bristol shall be carried out in substantial compliance with the Final Engineering as approved by the CITY for each Phase of Development. The CITY shall fully cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, permitting the construction and connection of the sanitary sewer lines to the Yorkville-Bristol facilities, in order to facilitate the development and use of each Phase of Development of the Highlands Property. The sanitary sewer mains constructed by DEVELOPER for each Phase of Development which are eighteen (18) inches or more in diameter ("**Large Lines**") shall be conveyed to Yorkville-Bristol and Yorkville-Bristol shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Large Lines, and the sanitary sewer lines which are smaller than fifteen inches in diameter ("**Small Lines**") shall be conveyed to the CITY and the

CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Small Lines following the CITY's acceptance thereof, which acceptance shall not be unreasonably denied or delayed.

DEVELOPER agrees to prepay certain fees necessary to construct and upgrade certain off-site sanitary sewer improvements. DEVELOPER shall pay at the time of recording the Final Plat for the first phase of the Highland Subdivision the following fees for the entire subdivision:

Annexation fee to the Yorkville Bristol Sanitary District	\$480,528.00
YBSD interceptor fee 320 acres @ \$2,925	936,000.00
CITY Sanitary Sewer Fee 639 units @ \$1,800	1,150,200.00
CITY River Crossing Fee 639 units @ 122.50	78,277.50
	<hr/>
	\$2,645,005.50

The CITY in cooperation with the YBSD shall pay the cost of the new river crossing of the sanitary sewer from the YBSD plant and the extension of the interceptor from the river crossing through the Highlands Subdivision to the Coach Road Hills Subdivision at the southern boarder of the Highlands Subdivision. Capacity needs for all of DEVELOPER's Highlands units for which it is prepaying fees shall be the first reserved in all allotments of P.E. and sewer capacity by the CITY for present and future sewer, extension, renovation and repair. Notwithstanding in the above to the contrary, the first available permits, to a total of 328 shall be shared 151 permits to the Highlands Subdivision and 177 permits to the Coach Road Hill Subdivision, in accordance with their annexation agreement, as amended, with the CITY. Subsequent to the issuance of the first 328 permits issued, the remaining available permits shall be shared, in a proportion of 70% to the Highlands Subdivision and 30% to the Coach Road Hills Subdivision, until the Hydraulic Avenue/Commonwealth Edison interceptor is complete with the new river crossing. There shall be no limit on the number of connection permits or other sewer or utility permits, that can be granted at any given time period during he development and all permits shall be processed in a timely fashion. Up to 151 homes can be served on a temporary basis by a pump station and force main to the Route 47 Sanitary Sewer Interceptor until the Commonwealth Edison Interceptor is available to serve that portion of the Subject Property. In addition to the above fees, the DEVELOPER agrees to fund up to an additional \$234,000, toward the cost of the construction Commonwealth Edison Interceptor (includes construction of Hydraulic Avenue portion of the interceptor), at the time of its construction. The DEVELOPER shall have a right of Recapture, in accordance with the provisions of this agreement, for the portion of the costs it will have paid which exceeds its proportionate share of such costs of the identified service area as set out in the Recapture Agreement. The DEVELOPER recapture costs for sewer shall be repaid by CITY by use of the user

fee which it collects in the CITY utility bill (currently \$108.00 per year per unit) from units with the Highlands Subdivision until the costs and any accrued interest is repaid to DEVELOPER.

- B. Water Facilities. The CITY represents that the water distribution system of the CITY currently has and the CITY will reserve sufficient capacity to service the Highlands Property with potable water for domestic water consumption and fire flow protection, if the Highlands Property is developed in accordance with this Agreement. The CITY further agrees, following acceptance by the CITY of the public improvements constructed within the Highlands Property, to maintain said water distribution system to and within the Highlands Property. The CITY further agrees to cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, to permit the Highlands Property to be served with potable water and fire flow protection. In addition, the CITY will accept dedication of, and thereafter maintain, all primary water lines constructed by DEVELOPER in substantial conformity with the Final Engineering for each Phase of Development, pursuant to applicable provisions of the Subdivision Ordinance and other applicable codes and ordinances of the CITY. Location and size of the water lines to be installed by DEVELOPER shall be in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development. The CITY agrees that it shall, without cost to DEVELOPER, extend its existing water main to the Highlands Subdivision. DEVELOPER shall connect the Highlands Property to the CITY water supply system in accordance with the approved engineering. The CITY shall, at its expense, procure sufficient temporary construction and permanent utility easements adjacent to the northerly right-of-way line for route 71 ("**Offsite Water Easements**") to enable the CITY to construct the Offsite Water Extension in a timely manner to provide water service to the Highlands Property. The CITY shall exercise good faith and due diligence to complete the development shall be as provided by ordinance for all properties in the CITY, except as otherwise provided herein. DEVELOPER agrees to prepay the CITY's water connection fee of \$800.00 per unit to the total number of permits for which the CITY will commit to provide water service prior to completion of the construction of the water tower on site. The amount of permits the CITY shall make available shall be 250 permits (total fee is 639 units @ 800 = \$511,200.00). Such payment shall be used towards the construction of a water tower and booster station to serve the Highlands Property to be constructed by CITY. The CITY shall use its best efforts timely secure all necessary permits and commence construction of the water tower contemplated under the terms of this Agreement. The OWNER shall dedicate a one acre site to the CITY for use of the CITY water department and for use of the construction of a water tower. The location shall be identified in the Final Engineering and as a lot on the Final Plat.

C. Storm Water Facilities.

1. DEVELOPER shall provide for storm water drainage and the retention/detention thereof upon and from the Highlands Property, in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development, in the following manner:
  - a. Installation of underground sewers within that part of the Highlands Property to be developed and improved with buildings, structures, streets, driveways, and other locations as identified on the Preliminary Engineering, which improvements shall be conveyed to the CITY and thereafter owned and maintained by the CITY.
  - b. Installation of graded, open swales or ditches and storm water retention/detention areas as depicted on the Preliminary Engineering within that part of the Highlands Property designated on the Preliminary Engineering for such purpose, subject to review and approval of Final Engineering for each Phase of Development.
2. The CITY, for the full term of this Agreement, and any extension thereof, shall require no more than that degree and type of storm water retention/detention as is currently called for in the existing ordinances of the CITY.

D. Sidewalks and Street Related Improvements. DEVELOPER shall cause the curb, gutter, street pavement, street lights, recreational path and public sidewalks, to be installed upon the Highlands Property in substantial conformity with the Final Engineering as approved for each Phase of Development and the applicable provisions of the Subdivision Regulations of the CITY, as modified or varied pursuant to this Agreement. Notwithstanding anything contained herein or in any CITY ordinance, rule or regulation to the contrary, all public sidewalks and parkway landscaping to be constructed or installed upon the Highlands Property pursuant to the approved Final Engineering for each Phase of Development shall be installed and completed on a lot by lot or block by block basis, and need not be installed or completed by DEVELOPER as a part of the public improvements for each Phase of Development. The CITY shall accept the ownership and maintenance responsibility of the portions of the Trail System/Bike Path, constructed in accordance with the Final Plat and Final Engineering, located in the public right of way.

6. SECURITY INSTRUMENTS.

- A. Posting Security. DEVELOPER shall deposit, or cause to be deposited, with the CITY such irrevocable letters of credit, contractor's performance bonds or surety bonds ("**Security Instruments**") to guarantee completion and maintenance of the public improvements to be constructed as a part of the development of each Phase of Development as are required by applicable ordinances of the CITY. The amount and duration of each Security Instrument shall be as required by applicable ordinances of the CITY. All such Security Instruments if in the form of an irrevocable letter of credit shall be substantially in the form set forth in Exhibit "F", attached hereto. The CITY Council, pursuant to recommendation by the CITY Engineer, shall from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of ninety percent (90%) of the value certified by the CITY Engineer of the completed work, so long as the balance remaining in the Security Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the applicable Phase of Development. The Security Instruments for the public improvements for each Phase of Development shall be deposited with the CITY prior to the recordation of the Final Plat for each Phase of Development.
- B. Release of Underground. Upon completion and inspection of underground improvements in each Phase of Development; and acceptance by the CITY engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the CITY Subdivision Control Ordinance.
- C. Release of Streets. Upon completion of street and related road improvements in each Phase of Development; and acceptance by the City engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the City Subdivision Control Ordinance.
- D. Transfer and Substitution. Upon the sale or transfer of any portion of the Highlands Property, DEVELOPER shall be released from the obligations secured by its Security Instruments for public improvements upon the submittal and acceptance by the CITY of a substitute Security Instrument approved by the CITY, securing the costs of the improvements set forth therein by the proposed DEVELOPER.
7. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS. The public improvements constructed as a part of the development of each Phase of Development shall be accepted by the CITY pursuant to the provisions of the Subdivision Ordinance. The CITY shall exercise good faith and due diligence in accepting said public improvements following

DEVELOPER's completion thereof for each Phase of Development in compliance with the requirements of said ordinance, and shall adopt the resolution accepting said public improvements not later than thirty (30) days following the submission of the as built plans.

8. AMENDMENTS TO ORDINANCES. All ordinances, regulations, and codes of the CITY, including, without limitation those pertaining to subdivision controls, zoning, storm water management and drainage, building requirements, official plan, and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Agreement, shall apply to the Highlands Property and its development for a period of five (5) years from the date of this Agreement. Any Agreements, repeal, or additional regulations which are subsequently enacted by the CITY shall not be applied to the development of the Highlands Property except upon the written consent of DEVELOPER during said five (5) year period. After said five (5) year period, the Highlands Property and its development will be subject to all ordinances, regulations, and codes of the CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved for the Highlands Property, alter or eliminate any of the ordinance variations provided for herein, nor result in any subdivided lot or structure constructed within the Highlands Property being classified as non-conforming under any ordinance of the CITY. The foregoing to the contrary notwithstanding, in the event the CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the Highlands Property pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Highlands Property and be complied with by DEVELOPER, provided, however, that any so called "grandfather" provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Highlands Property shall be given full force and effect.

9. BUILDING CODE. The building codes for the CITY in effect as of the date of this Agreement are as set forth in Exhibit "G". Notwithstanding the provisions of Paragraph 8 of this Agreement, all national Agreements, deletions, or additions to the building codes of the CITY pertaining to life/safety considerations adopted after the date of this Agreement, shall be applicable to the Highlands Property upon the expiration of the twelfth (12<sup>th</sup>) month following the effective date of such Agreement, deletion, or addition, whether during the five (5) years next following the date of this Agreement, or any time thereafter, except as to those items expressly provided for in Section III of Exhibit "E" attached hereto.

10. FEES AND CHARGES. During the first five years following the date of this Agreement, the CITY shall impose upon and collect from the OWNER and/or DEVELOPER, and their respective contractors and suppliers, only those permit, license, tap on and connection fees and charges, and in such amount or at such rate, as are in effect on the date of this Agreement and as is generally applied throughout the CITY.

11. CONTRIBUTIONS. OWNER and DEVELOPER shall not be required to donate any land or money to the CITY, or any other governmental body, except as otherwise expressly provided in this Agreement.

12. OWNER'S/DEVELOPER'S CONTRIBUTIONS. OWNER or DEVELOPER shall be responsible for making the following contributions to compensate the Yorkville Community School District #115 ("**School District**") and the United City of Yorkville, Recreation Department ("**Recreation Department**") for the estimated impact which is projected to be experienced by said districts as a result of the development of the Highlands Property in the manner provided for under this Agreement:

- A. School Contribution. OWNER or DEVELOPER shall provide a combination contribution of land and cash-in-lieu of land to the CITY for school purposes ("**School Contribution**"). The total land area required for contribution pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 24.079 acres. OWNER or DEVELOPER shall cause fee title to no less than 20 acres of land ("**School Site**"), identified as parcel 16 on the Preliminary Plan, to be conveyed to the School District, or to such other entity as the CITY shall direct in writing, in partial satisfaction of the School Contribution. The balance of any school contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of conveyance of the school site to the School District. The location of the School Site shall be in Parcel 16 as identified on the Preliminary Plat. The School Site shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. The OWNER shall convey the School Site to the School District no later than the time when the final plat for the Unit containing the School Site is recorded with the Kane County Records office. The OWNER at this time anticipates that the conveyance would take place within 3 years of the recording of the final plat for the first unit of the subdivision. Prior to conveyance of the School Site, DEVELOPER shall, at its expense, grade, seed and prepare the School Site in accordance with the approved final engineering. The School Site is combined with the Park Site, as defined in Parcel 15 of this Agreement, and shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. The DEVELOPER has agreed to pay a transition fee to the School District in the amount of \$3,000.00 per unit. The fee will be paid at the rate of \$1,500 per unit at the time of filing final plat and the balance of \$1,500 per unit on a per-building permit basis as building permits are issued. The maturity of payment will be in accordance with the CITY'S current procedure. This procedure is for the Builder for a home to pay the fee for that unit to the School District directly and receive a receipt from the School District for the unit paid and then for this receipt to be presented by the Builder to the CITY prior to the issuance of a building permit for that unit, on a lot by lot basis. The deposited funds will be escrowed and the school district will agree that when demand is necessary and the balance of the funds are available, the

money in the escrow will be used by the District toward the building of a school or schools on the land dedicated in the Highlands Subdivision for a school site. Said fees are being paid voluntarily and with the consent of OWNER and DEVELOPER based upon this contractual agreement voluntarily entered into between the parties after negotiation of this Agreement. OWNER AND DEVELOPER knowingly waives any claim or objection as to amount of the specific fees negotiated herein voluntarily.

- B. Park Contribution. OWNER or DEVELOPER shall provide a contribution of land only to the CITY for park purposes ("**Park Contribution**"). The total land area required for contribution for park purposes pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 20.707 acres. OWNER or DEVELOPER shall cause fee title to no less than 18 acres of land located in Parcels 6,8, 11,12 and 15, as identified on the Preliminary Plat ("**Park Site**") to be conveyed to the CITY, or to such other entity as the CITY shall direct in writing, in partial satisfaction of the Park Contribution. The balance of any park contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of conveyance of the park site to the CITY. The Park Site shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. Prior to conveyance of the Park Site DEVELOPER shall, at its expense, grade, seed and prepare the Park Site in conformity with the Final Engineering.
- C. The following fee shall be paid to the CITY for each unit:

Development fees.	
Public works	\$450
Police	\$150
Building	\$150
Library	\$150
Bristol/Kendall Fire	<u>\$300</u>
Total	\$1,200

Unless otherwise provided in this Agreement, said development, transition, impact, and other fees shall be paid per individual residential dwelling unit concurrent with the building permit application for that particular residential dwelling unit. To aid the City with its building fund DEVELOPER agrees to pay the \$150 Building fee above at time of recording of the final plat for all units contained in the phase being recorded.

13. PROJECT SIGNS. Following the date of this Agreement and through the date of the issuance of the final occupancy permit for the Highlands Property, DEVELOPER shall be entitled to construct, maintain and utilize up to three (3) offsite subdivision identification, marketing and location signs at such locations within or without the corporate limits of the CITY as

DEVELOPER may designate (individually an “**Offsite Sign**” and collectively the “**Offsite Signs**”). DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each of the Offsite Signs may be double faced signs which shall not exceed twenty (20) feet in height with an area for each sign face not exceeding two hundred (200) square feet, subject to the requirements of any permitting authority other than the CITY. Each Offsite Sign may be illuminated. In addition to the Offsite Signs, DEVELOPER shall be permitted to construct, maintain and utilize signage upon the Highlands Property as identified in Exhibit “H”, attached hereto.

14. MODEL HOMES/PRODUCTION UNITS. During the development and build out period of the Highlands Property (subsequent to final plat approval), DEVELOPER, and such other persons or entities as DEVELOPER may authorize, may construct, operate and maintain model homes within the Highlands Property staffed with DEVELOPER’s, or such other person’s or entity’s, sales and construction staff, and may be utilized for sales and construction offices. The number of such model homes and the locations thereof shall be as from time to time determined or authorized by DEVELOPER. No off-street parking shall be required for any model home other than the driveway for such model home capable of parking two (2) cars outside of the adjacent road right-of-way. Building permits for model homes, and for up to fifteen (15) production dwelling units, shall be issued by the CITY upon proper application therefore prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles, upon submission of a hold harmless letter to the CITY and the Yorkville-Bristol Fire Protection District.) Prior to issuance of occupancy permits of model homes, water shall be made available within 300’ of homes. There shall be no occupation or use of any production dwelling units until the binder course of asphalt on the street, the water system and sanitary sewer system needed to service such dwelling unit are installed and operational. DEVELOPER may locate temporary sales and construction trailers upon the Highlands Property during the development and build out of said property, provided any such sales trailer shall be removed within two (2) weeks following issuance of the final occupancy permit for the Highlands Property or upon the occupancy of model homes within the Highlands Property, whichever shall first occur. Prior to construction of the sales trailer the DEVELOPER shall submit an exhibit of the model trailer site with landscaping and elevations for the Cities approval. The parking lot must have a hard surface before occupancy is permitted. DEVELOPER hereby agrees to indemnify, defend and hold harmless the CITY and the Corporate Authorities (collectively “**Indemnitees**”) from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each Phase of Development as the Final Plat and Final Engineering for each such Phase of Development is approved by the CITY. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnitees for each Phase of Development.

15. CONTRACTORS TRAILERS. The CITY agrees that from and after the date of execution of this Agreement, contractor's and subcontractor's supply storage trailers may be placed upon such part or parts of the Highlands Property as required and approved by DEVELOPER for development purposes. Said trailers may remain upon the Highlands Property until the issuance of the last final occupancy permit for the Highlands Property.

16. OVERSIZING OF IMPROVEMENTS. In the event oversizing of public improvements is hereafter requested and properly authorized by the CITY for the Highlands Property, and agreed to by DEVELOPER, for any of the public improvements constructed to develop the Highlands Property for the purpose of serving property other than the Highlands Property, the CITY shall enter into a Recapture Agreement, as defined in Paragraph 18.A. hereof, with DEVELOPER providing for the payment of the cost of such oversizing by the OWNER of properties benefitted by the same. The improvements which qualify as oversized and the identity of the benefitted properties shall be identified at the time of approval of Final Engineering for a Phase of Development.

17. LIMITATIONS. In no event, including, without limitation, the exercise of the authority granted in Chapter 65, Section 5/11-12-8 of the Illinois Compiled Statutes (2002) ed., shall the CITY require that any part of the Highlands Property be designated for public purposes, except as otherwise provided in this Agreement or identified on the Preliminary Plat.

18. RECAPTURE AGREEMENTS.

- A. Benefitting the Highlands Property. The CITY agrees that in accordance with Chapter 65, Section 5/9-5-1 *et.seq.* of the Illinois Compiled Statutes, 2002 Edition, at the request of the DEVELOPER, the CITY shall enter into agreements for recapture ("**Recapture Agreement**") with DEVELOPER providing for the recapture by DEVELOPER of a portion of the cost of certain improvements as identified on Exhibit "I" attached hereto ("**Recapture Improvements**"), constructed by DEVELOPER which the CITY has determined may be used for the benefit of property ("**Benefitted Property**") not located within the Highlands Property which connect to said improvements. The Benefitted Property is identified on said Exhibit "I" attached hereto. Each Recapture Agreement shall be substantially in the form as attached hereto and made a part hereof as Exhibit "J".
- B. Encumbering the Highlands Property. Except as otherwise expressly provided in this Agreement, there are currently no recapture agreements or recapture ordinances affecting public utilities which will be utilized to service the Highlands Property which the CITY has any knowledge of or under which the CITY is or will be required to collect recapture amounts from OWNER, DEVELOPER, or their successors, upon connection of the Highlands Property to any of such public utilities, nor does the CITY have any knowledge of a pending or contemplated request for

approval of any such recapture agreement or ordinance which will effect the Highlands Property.

19. SPECIAL SERVICE AREA.

- A. Establishment and Purpose. OWNER and DEVELOPER and their respective successors, assignees and grantees, shall not object to and agree to cooperate with the CITY in establishing a special service area (“SSA”) for the Highlands Property to be utilized as a primary funding mechanism for the care and maintenance of the Common Facilities. Subject to the provisions of Paragraph 19.B. of this Agreement, the CITY shall provide for the regular care, maintenance, renewal and replacement of the Common Facilities (“**Common Facilities Maintenance**”), including, without limitation, the mowing and fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased or dead landscape materials, the maintenance of storm water detention, retention, ponds and the repair and replacement of fences and monument signs, so as to keep the same in a clean, sightly and first class condition, and shall utilize the SSA to provide sufficient funds to defray the costs, including administrative costs not to exceed one hundred and fifteen percent (115 %) of such maintenance costs, thereby reasonably incurred by the CITY and to establish reserve funds for future repairs and replacements as reasonably determined by the CITY to be appropriate. The CITY, through and under the SSA, shall have the primary responsibility and duty to carry out the Common Facilities Maintenance (“**Primary Responsibility**”). The SSA shall provide for the authority of the CITY to levy up to one dollar and ten cents (\$.50) per \$100.00 of assessed valuation (“**Rate Cap**”) to fund the payment of the aforesaid costs and expenses. In the event the CITY is prevented by law from collecting funds under the SSA in the manner contemplated herein, a Homeowners Association established by DEVELOPER or the CITY, as the case may be, pursuant to the terms of the Declaration shall assume full responsibility for carrying out and paying for, through assessments levied against all dwelling units in the Highlands Property, the Common Facilities Maintenance (“**Secondary Responsibility**”). Subject to the provisions of Paragraph 19.B. of this Agreement, the Common Facilities shall be conveyed to and owned by the CITY so long as the SSA remains in force and effect. In the event the Common Facilities Maintenance is subsequently transferred to the Homeowners Association, the CITY may elect to convey all or a portion of the Common Facilities to the Homeowners Association. In any event, a maintenance easement (“**Common Facilities Maintenance Easement**”) shall be established over all of those Common Facilities located on the Final Plat for each Phase of Development in favor of the CITY and any future Homeowners Association which undertakes responsibility for the Common Facilities Maintenance. The substance of the Common Facilities

Maintenance Easement shall be as approved by legal counsel for the CITY and DEVELOPER, which approvals shall not be unreasonably withheld.

- B. Implementation. Anything contained in Paragraph 19.A. of this Agreement to the contrary notwithstanding, up to the issuance by the CITY of eighty-five percent (85%) of the occupancy permits for the entirety of the Highlands Property (“**Initial Build-Out Period**”) the Common Facilities shall be owned or controlled by DEVELOPER and the Common Facilities Maintenance shall be carried out by or under the direction of DEVELOPER. DEVELOPER shall cause a declaration of covenants, conditions and restrictions (“**Declaration**”) to be recorded against the Highlands Property, either in its entirety or incrementally with each Phase of Development, which shall provide, among other things, for the establishment of an association of all lot owners within the Highlands Property (“**Association**”) and the mandatory membership of all lot owners in the Association. The cost of carrying and administering the Common Facilities Maintenance during the Initial Build-Out Period shall be paid through assessments levied by the DEVELOPER through the Association against the members of the Association, with any annual shortfall in the monies thereby generated funded by DEVELOPER. At the end of the Initial Build-Out Period, which shall automatically occur upon the issuance of eighty-five percent (85%) of the occupancy permits for all of the dwelling units approved hereunder for development within the Highlands Property, the Common Facilities shall be conveyed to the CITY and the CITY shall accept title to the Common Facilities, provided DEVELOPER has properly carried out the Common Facilities Maintenance prior thereto. Ownership of the Common Facilities including the open space areas, depicted on the Preliminary Plan as parcels 1, 2, 3, 4, 5, 7, 9, 10, 13, 14, 17, 18 and 19, shall be at time of turnover conveyed to the Association. The CITY shall thereafter carry out the Common Facilities Maintenance utilizing the SSA for the funding thereof, as provided in Paragraph 21.A. of this Agreement. DEVELOPER shall have no further liability or responsibility for the Common Facilities Maintenance following the end of the Initial Build-Out Period. The SSA shall expressly provide for the deferral of its implementation in conformity with the provisions of this Paragraph 19.B.
- C. Improvements Special Service Area (SSA or SSA). CITY, OWNER and DEVELOPER and their respective successors, assignees and grantees, agree to cooperate in establishing a special service area (“SSA”) for the Highlands Property to be utilized as a primary funding mechanism for the funding of certain eligible infrastructure costs in accordance with the CITY’s Special Tax Bond Policy attached as exhibit “M”.

20. ONSITE EASEMENTS AND IMPROVEMENTS. In the event that during the development of the Highlands Property DEVELOPER determines that any existing utility easements

and/or lines require relocation to facilitate development of the Highlands Property in accordance with the Preliminary Plat, the CITY shall fully cooperate with DEVELOPER in causing the vacation and relocation of such existing easements, and all costs thereof shall be borne by the DEVELOPER. If any easement granted to the CITY as a part of the development of the Highlands Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Highlands Property as reflected on the Preliminary Plat and in this Agreement, the CITY shall fully cooperate with DEVELOPER in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by DEVELOPER. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, DEVELOPER shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

21. OFFSITE EASEMENTS AND CONSTRUCTION. Except as otherwise provided herein for the Offsite Water Easements, at the time each Final Plat for a Phase of Development is recorded, DEVELOPER shall obtain all offsite easements necessary for the development of such portion of the Highlands Property in accordance with the Preliminary Plans. In the event an offsite easement is required which was not contemplated in the Preliminary Plans due to a change in circumstances, and in the event DEVELOPER is unable to acquire such necessary offsite easement, the CITY shall exercise its power of eminent domain to acquire the same, provided DEVELOPER shall pay the reasonable costs incurred by the CITY as a result thereof. DEVELOPER shall deposit the amount of such costs reasonably estimated by the CITY into a segregated, interest bearing escrow account prior to the commencement of such eminent domain proceedings by the CITY. Such funds shall be utilized solely to defray such costs and all funds, including interest, remaining in such escrow upon completion of such proceedings shall be refunded to DEVELOPER.

22. DISCONNECTION. OWNER and DEVELOPER agree that DEVELOPER shall develop the Highlands Property as a subdivision to be commonly known as Highlands Subdivision in accordance with the Final Plat and Final Engineering approved by the CITY in accordance with the terms hereof, and shall not, as either the OWNER or DEVELOPER of said property, petition to disconnect any portion or all of said property from the CITY.

23. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede the provisions of any ordinance, code, or regulation of the CITY which may be in conflict with the provisions of this Agreement.

24. ANNEXATION FEE. The CITY hereby confirms and agrees that no annexation fee shall become due or payable as a result of the development and build-out of the Highlands Property as a result of the prior annexation of said property to the CITY. The CITY hereby waives all current and future annexation fees now or hereafter required under any ordinances of the CITY with respect to the Highlands Property, except as otherwise provided in this Agreement.

25. GENERAL PROVISIONS.

- A. Enforcement. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.
- B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the OWNER, DEVELOPER and their successors in title and interest, and upon the CITY, and any successor municipalities of the CITY. It is understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees and successors in interest of the OWNER, DEVELOPER, and the CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNER and DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a lot improved with a dwelling unit who acquires the same for residential occupation, unless otherwise expressly agreed in writing by such purchaser.
- C. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement it amends, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them.
- D. Notices. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to OWNER  
and/or DEVELOPER:

Wyndham Deerpoint Homes  
605 Lindsay Circle  
North Aurora, IL. 60542  
Attn: Mary E. Krasner  
Fax: (630) 966-1006

with a copy to:

Guerard, Kalina & Butkus  
100 W. Roosevelt Road

Wheaton, IL 60187  
Attn: Richard M. Guerard  
Fax: (630) 690-9652

(ii) If to CITY:

United CITY of Yorkville  
Attn: CITY Clerk  
800 Game Farm Road  
Yorkville, Il 60560  
Fax: (630) 553-8330

with a copy to:

Daniel J. Kramer, Esq.  
1007 A1  
South Bridge Street  
Yorkville, Il  
Fax: (630) 553-5764

or to such other persons and/or addresses as any party may from time to time designate in a written notice to the other parties.

- E. Severability. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et seq., Illinois Compiled Statutes (1998 ed.). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not effect such portion or portions of this Agreement as remain. In addition, the CITY, OWNER, and DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Highlands Property.
- F. Agreement This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of the CITY Code and Illinois Compiled Statutes. This Agreement may be amended by the CITY and the OWNER of record of a portion of the Highlands Property as to provisions applying exclusively thereto, without the consent of the OWNER of other portions of the Highlands Property not effected by such Agreement.
- G. Conveyances. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNER or DEVELOPER to sell or convey all or any portion of the Highlands Property, whether improved or unimproved.

- H. Necessary Ordinances and Resolutions. The CITY shall pass all ordinances and resolutions necessary to permit the OWNER, DEVELOPER, and their successors or assigns, to develop the Highlands Property in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. The CITY agrees to authorize the Mayor and CITY Clerk to execute this Agreement or to correct any technical defects which may arise after the execution of this Agreement.
- I. Term of Agreement. The term of this Agreement shall be twenty (20) years. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of the CITY and DEVELOPER/OWNER.
- J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.
- J. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds, Kendall County, Illinois, at DEVELOPER's expense.
- K. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- M. No Moratorium. The CITY shall not limit the number of building or other permits that may be applied for within any opened phase due to any CITY imposed moratorium and shall in no event unreasonably withhold approval of said permits or approval for the Final Plat of any Phase of the subdivision. Nothing contained herein shall affect any limitations imposed as to sanitary sewer or water main extensions by the Illinois Environmental Protection Agency, or Yorkville-Bristol Sanitary District.
- N. Highways 71 and 126. DEVELOPER agrees to comply and pay the cost of compliance with all State requirements with regard to entrances into the development from State Highways 71 and 126.
- O. Time is of the Essence. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Agreement shall be performed in a timely manner by all parties hereto.

- P. Exculpation. It is agreed that the CITY is not liable or responsible for any restrictions on the CITY's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Highlands Property, the CITY, the DEVELOPER, or OWNER, including, but not limited to, county, state or federal regulatory bodies.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

**DEVELOPER & OWNER:**

WYNDHAM DEERPOINT HOMES,  
an Illinois partnership  
by Deerpoint Homes, Inc., partner

By: 

Title: President

Dated: 12/10/02

CREEK PARTNERS, L.L.C.

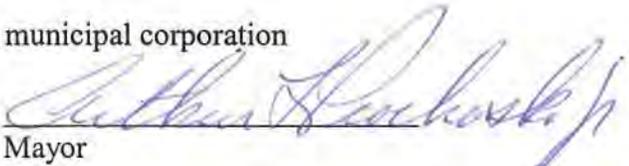
By: 

Title: Member

Dated: 12/10/02

**CITY:**

UNITED CITY OF YORKVILLE, an  
Illinois municipal corporation

By:   
Mayor

Attest:   
CITY Clerk

Dated: December 10, 2002

**LIST OF EXHIBITS**

- EXHIBIT "A": Legal Description of Highlands Property
- EXHIBIT "B": Depiction and Legal Descriptions of Zoning Parcels
- EXHIBIT "C": Preliminary Plat of Subdivision
- EXHIBIT "C-1": Preliminary Landscape Plan
- EXHIBIT "D": Preliminary Engineering
- EXHIBIT "E": Permitted Variations and Design Standards
- EXHIBIT "F": Form Letter of Credit
- EXHIBIT "G": Current CITY Building Codes
- EXHIBIT "H": Project Signage
- EXHIBIT "I": Recapture Improvements
- EXHIBIT "J": Recapture Agreement
- EXHIBIT "K": Yorkville Community Unit District 115 letter
- EXHIBIT "L": Right to Farm Disclosure Statement for Final Plats
- EXHIBIT "M": Special Tax Bond Policy

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF HIGHLAND'S PROPERTY**

**ADDRESS OF Highlands PROPERTY**

Vacant land adjacent to and south of Routes 71 and 126, east of Route 47.

**P.I.N. NUMBERS**

"Full"  
LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 06" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 789.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 659.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.13 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 13' 16" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 798.60 FEET TO THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 20' 45" WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE EXTENDED, 1408.36 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 55° 44' 24" WEST, 911.34 FEET; THENCE NORTH 23° 49' 35" WEST, ALONG THE EXTENSION OF AND THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1785.45 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.50 FEET TO THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 25, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 23° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET TO SAID CENTERLINE; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET; THENCE SOUTH 17° 57' EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.0 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.0 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 489.95 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE 50.0 FOOT WIDE ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1968 AS DOCUMENT 159758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (COMMONLY KNOWN AS THE DOETSCHMAN FARM)

AND ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88° 56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 29" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL BEARING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE NORTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

Exhibit "A"

**EXHIBIT "B"**

**DEPICTION AND LEGAL DESCRIPTIONS OF ZONING**

- I. Depiction of Zoning: See page B-2

THE HIGHLANDS  
(SINGLE FAMILY)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 06" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 789.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 659.40 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE

Exhibit "B"

NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1317.03 FEET;  
THENCE NORTH 88° 52' 46" EAST, 1777.12 FEET; THENCE NORTH 00° 06' 21"  
WEST, 913.34 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND  
NORTHWESTERLY 171.50 FEET ALONG A CURVE CONCAVE TO THE  
SOUTHWEST HAVING A RADIUS OF 192.00 FEET TO A POINT OF TANGENCY;  
THENCE NORTH 51° 17' 01" WEST, 139.91 FEET; THENCE NORTH 58° 24' 31"  
WEST, 80.62 FEET; THENCE NORTH 51° 17' 01" WEST, 79.18 FEET TO A POINT  
OF CURVATURE; THENCE NORTHWESTERLY 138.70 FEET ALONG A CURVE  
CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 332.00 FEET TO A  
POINT OF TANGENCY; THENCE NORTH 27° 20' 52" WEST, 563.77 FEET;  
THENCE SOUTH 62° 39' 08" WEST, 135.00 FEET; THENCE NORTH 27° 20' 52"  
WEST, 201.00 FEET; THENCE SOUTH 62° 39' 08" WEST, 162.29 FEET; THENCE  
SOUTH 59° 51' 04" WEST, 355.65 FEET; THENCE NORTH 59° 30' 15" WEST,  
256.51 FEET; THENCE NORTH 01° 47' 11" EAST, 402.10 FEET TO AN OLD  
CLAIM LINE; THENCE SOUTH 57° 54' 44" WEST ALONG SAID OLD CLAIM  
LINE, 299.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST  
QUARTER OF SAID SECTION 3 WHICH IS 798.60 FEET NORTH OF THE  
SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, ALSO BEING A  
POINT ON THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION  
PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 21' 32"  
WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE  
EXTENDED, 1408.23 FEET TO THE SOUTH LINE OF THE SOUTHEAST  
QUARTER OF SAID SECTION 4; THENCE SOUTH 55° 44' 12" WEST, 911.49

FEET; THENCE NORTH 23° 49' 34" WEST, ALONG THE EXTENSION OF AND  
THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION,  
1785.26 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71;  
THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.59 FEET TO  
THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED  
IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON  
SEPTEMBER 25, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE  
EASTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET; THENCE  
SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID  
GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 23° 55' 01" WEST,  
ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET  
TO SAID CENTERLINE; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID  
CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED  
RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY;  
THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET;  
THENCE SOUTH 17° 57' 01" EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59"  
WEST, 198.00 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE  
NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32  
FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY  
LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST,  
50.00 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71;  
THENCE WESTERLY ALONG SAID CENTER LINE, 489.95 FEET TO THE POINT  
OF BEGINNING (EXCEPTING THEREFROM THE 50.00 FEET WIDE

FRUIT  
PFA NO. 1 8157322389  
JUN 19 2000 03:25:11 P

ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY  
COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED  
TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1968 AS  
DOCUMENT 159758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE  
ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN  
KENDALL TOWNSHIP, KENDALL COUNTY ILLINOIS.

(CONTAINING 255.881 ± ACRES)

THE HIGHLANDS  
(MULTI FAMILY)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.10 FEET TO A POINT THAT IS NORTH  $00^{\circ} 04' 21''$  WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH  $88^{\circ} 52' 46''$  EAST 1777.12 FEET FOR THE POINT OF BEGINNING; THENCE NORTH  $00^{\circ} 06' 21''$  WEST, 913.34 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHWESTERLY 171.50 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 192.00 FEET TO A POINT OF TANGENCY; THENCE NORTH  $51^{\circ} 17' 01''$  WEST, 139.91 FEET; THENCE NORTH  $58^{\circ} 24' 31''$  WEST, 80.62 FEET; THENCE NORTH  $51^{\circ} 17' 01''$  WEST, 79.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 138.70 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 332.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 27° 20' 52" WEST, 563.77 FEET; THENCE SOUTH 62° 39' 08" WEST, 135.00 FEET; THENCE NORTH 27° 20' 52" WEST, 201.00 FEET; THENCE NORTH 62°39'08" EAST 691.28 FEET; THENCE NORTH 33° 20'19" EAST 542.27 FEET TO THE CENTERLINE OF ILLINIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG SAID EAST LINE AND THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 TO THE NORTH LINE OF PARCEL ONE AS DESCRIBED BY DOCUMENT NO. 78-2764; THENCE SOUTH 88° 52'46" WEST ALONG SAID NORTH LINE 877.15 FEET TO THE POINT OF BEGINNING; ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (CONTAINING 64.471± ACRES)

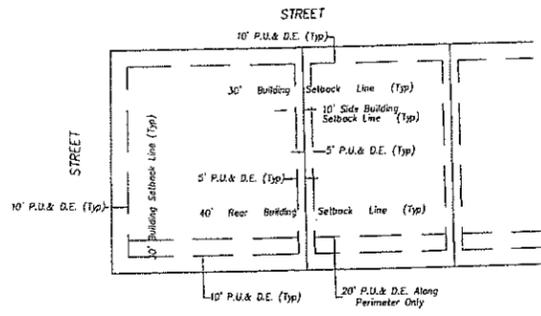
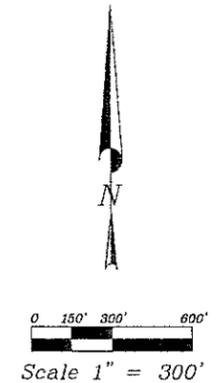
**EXHIBIT "C"**

**PRELIMINARY PLAT OF SUBDIVISION**

(See following page)

PRELIMINARY PLAT  
**THE HIGHLANDS**

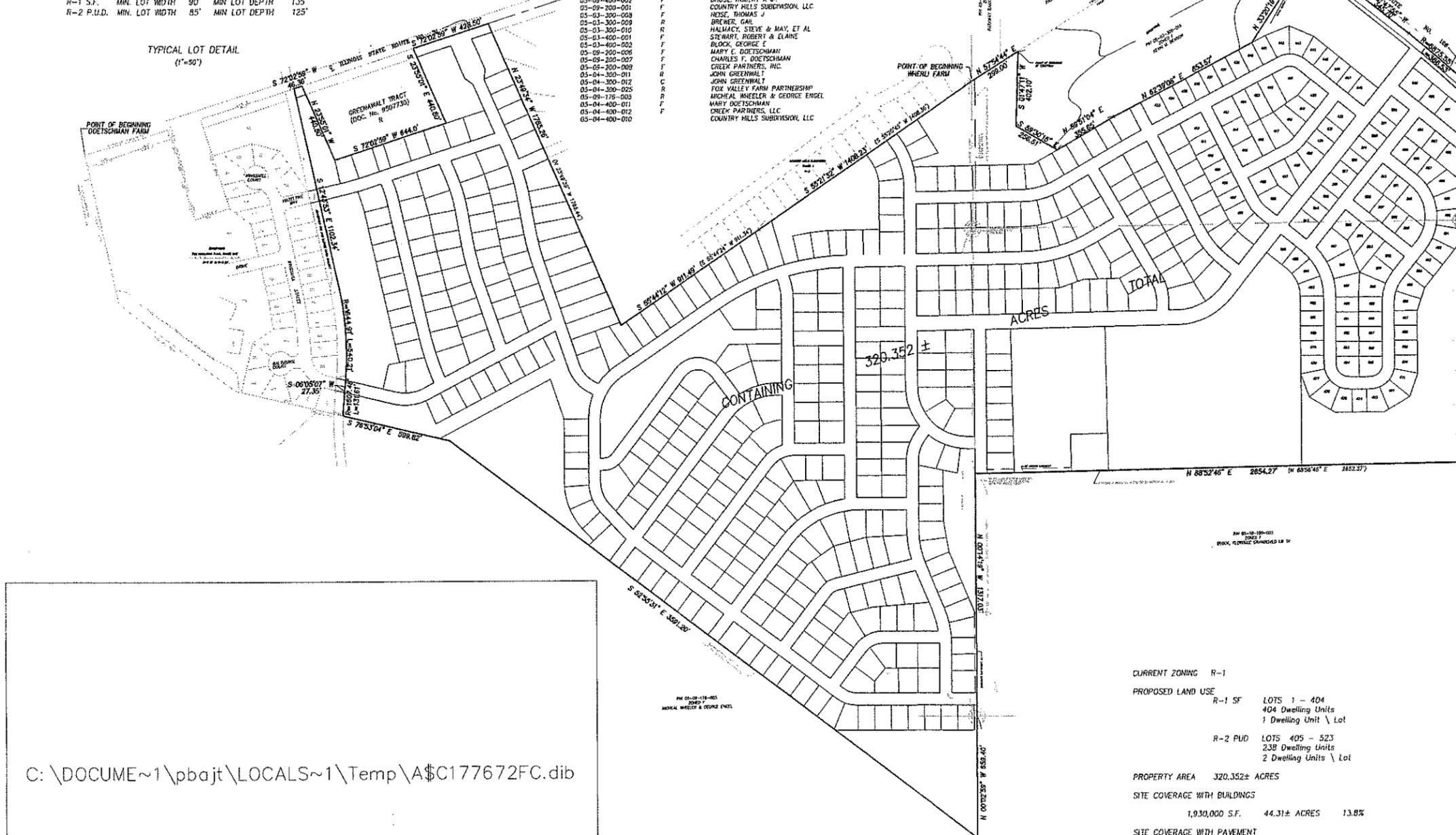
PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



R-1 S.F. MIN. LOT WIDTH 90' MIN. LOT DEPTH 135'  
 R-2 P.U.D. MIN. LOT WIDTH 85' MIN. LOT DEPTH 125'

TYPICAL LOT DETAIL  
 (1"=90')

PIN	ZONING	OWNER
05-03-300-013	R	PARKWAY BANK & TRUST 11357
05-03-300-014	F	PARKWAY BANK & TRUST 11357
05-03-300-016	F	KEVIN M. BENSON
05-10-100-003	F	BLOCK, FLORENCE GRANDCHILD LR TR
05-10-300-001	F	RICHARDS, MARIANNE LTD PARTNERSHIP
05-10-200-004	F	STEWART FARMS, LLC
05-09-400-002	F	DUNGE, ROBERT A JR
05-09-200-001	F	COUNTRY HILLS SUBDIVISION, LLC
05-03-300-008	R	NETSE, THOMAS J
05-03-300-009	R	GREYER, GAIL
05-03-300-010	R	HALMACY, STEVE & MAY, ET AL
05-03-400-001	F	STEWART, ROBERT & ELAINE
05-03-400-002	F	BLOCK, GEORGE E
05-09-200-006	F	MARY E. DOETSCHMAN
05-09-200-007	F	CHARLES F. DOETSCHMAN
05-09-200-008	F	CREEK PARTNERS, INC.
05-04-300-011	F	JOHN GREENWALT
05-04-300-012	C	JOHN GREENWALT
05-04-300-025	R	FOX VALLEY FARM PARTNERSHIP
05-09-175-003	R	MICHAEL, WHEELER & GEORGE ENGEL
05-04-400-011	F	MARY DOETSCHMAN
05-04-400-012	F	CREEK PARTNERS, LLC
05-04-400-010	F	COUNTRY HILLS SUBDIVISION, LLC



**LEGAL DESCRIPTION**

THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 301; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 631.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 13' 02" EAST, ALONG THE WESTERLY LINE OF "OAK HILL FARM", 780.95 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.03 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 858.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2638.13 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 13' 15" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 718.00 FEET TO THE SOUTHWESTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1" TO THE CITY OF YORKVILLE, ILLINOIS; THENCE SOUTH 55° 20' 45" WEST, ALONG SAID SOUTHWESTERLY AND SAID SOUTHWESTERLY LINE EXTENDED, 1400.36 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE SOUTH 55° 44' 24" WEST, 911.34 FEET; THENCE NORTH 23° 49' 35" WEST, ALONG THE EXTENSION OF AND THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1285.43 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.50 FEET TO THE NORTHEAST CORNER OF THE GREENWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 23, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENWALT TRACT, 440.80 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID GREENWALT TRACT, 844.00 FEET; THENCE NORTH 23° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENWALT TRACT, 440.80 FEET TO THE CENTERLINE; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET; THENCE SOUTH 17° 57' 01" EAST, 502.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.0 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 10° 30' 30" WEST, 139.59 FEET TO THE SOUTHWESTERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.0 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 488.85 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THE 50.0 FOOT WIDE ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 26, 1989 AS DOCUMENT 150750 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 000854, RECORDED NOVEMBER 30, 2006; ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (COMMONLY KNOWN AS THE DOETSCHMAN FARM)

AND ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.55 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89° 46' EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ALPHEUS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 788.00 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 09' 09" EAST ALONG SAID OLD CLAIM LINE, 230.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 268.50 FEET; THENCE NORTH 59° 25' EAST, 355.65 FEET; THENCE NORTH 52° 43' 28" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2282.01 FEET AND A RADIAL BEARING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1504.83 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHEELER FARM)

CURRENT ZONING	R-1
PROPOSED LAND USE	R-1 SF LOTS 1 - 404 404 Dwelling Units 1 Dwelling Unit \ Lot
	R-2 PUD LOTS 405 - 523 238 Dwelling Units 2 Dwelling Units \ Lot
PROPERTY AREA	320.352± ACRES
SITE COVERAGE WITH BUILDINGS	1,930,000 S.F. 44.31± ACRES 13.8%
SITE COVERAGE WITH PAVEMENT	1,214,715 S.F. 27.89± ACRES 8.7%

C:\DOCUME~1\pbajt\LOCALS~1\Temp\A\C177672FC.dib

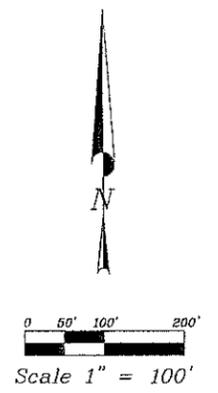
Exhibit "C"

Survey No.:	C 5 4 4
Ordered By:	Wyndham Deeppoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 300'
Field Work:	Prepared By: PWB



# PRELIMINARY PLAT THE HIGHLANDS

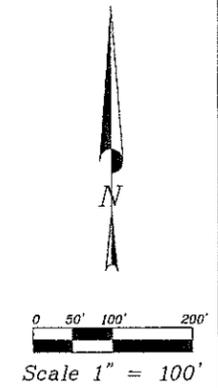
PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.





# PRELIMINARY PLAT THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.

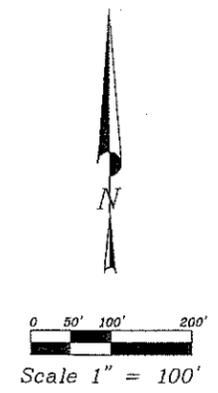


JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS - SURVEYORS  
815 Campus Drive  
Joliet, Illinois 60435  
(615)730-6880 FAX (615)730-6569

SHEET 6 OF 17

Survey No.:	C 5 4 4
Ordered By:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 100'

P:\GIS\PLATS\CH\CH02000000.dwg, 10/20/02, SHEET 6 OF 17



(N 88°56'46" E 2652.37') PRELIMINARY PLAT

# THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.

SHEET 7 OF 17

Survey No.:	C 5 4 4
Ordered By:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2003
Scale:	1" = 100'
Field Work:	Prepared By: PAB

JACOB & HEFNER ASSOCIATES, P.C.  
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815 Carondelet Drive  
Joliet, Illinois 60436  
(615)730-8080 FAX (615)730-0369

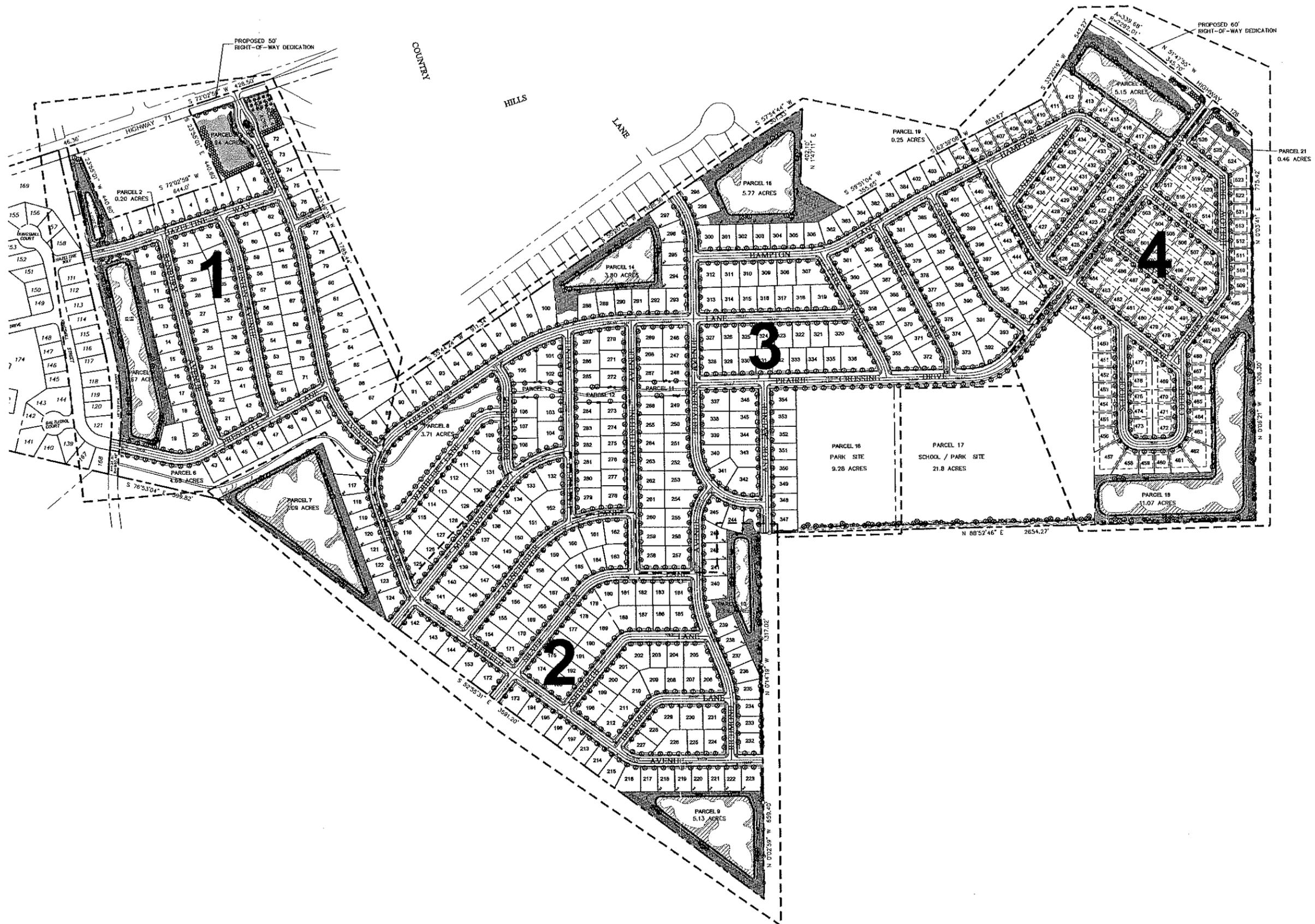
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**PRELIMINARY LANDSCAPE PLAN**

(See following pages)



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
224 SOUTH MAIN STREET  
WHEATON, ILLINOIS  
TELEPHONE: 630-668-1197  
FACSIMILE: 630-668-9691



**HIGHLANDS**  
YORKVILLE, ILLINOIS  
**LANDSCAPE PLAN**



DATE	5/2/02
PROJECT NO.	WY0206
DRAWN	ATD
CHECKED	GRW
SHEET	
1	8/1/02
REVISIONS	
<b>1 of 6</b>	

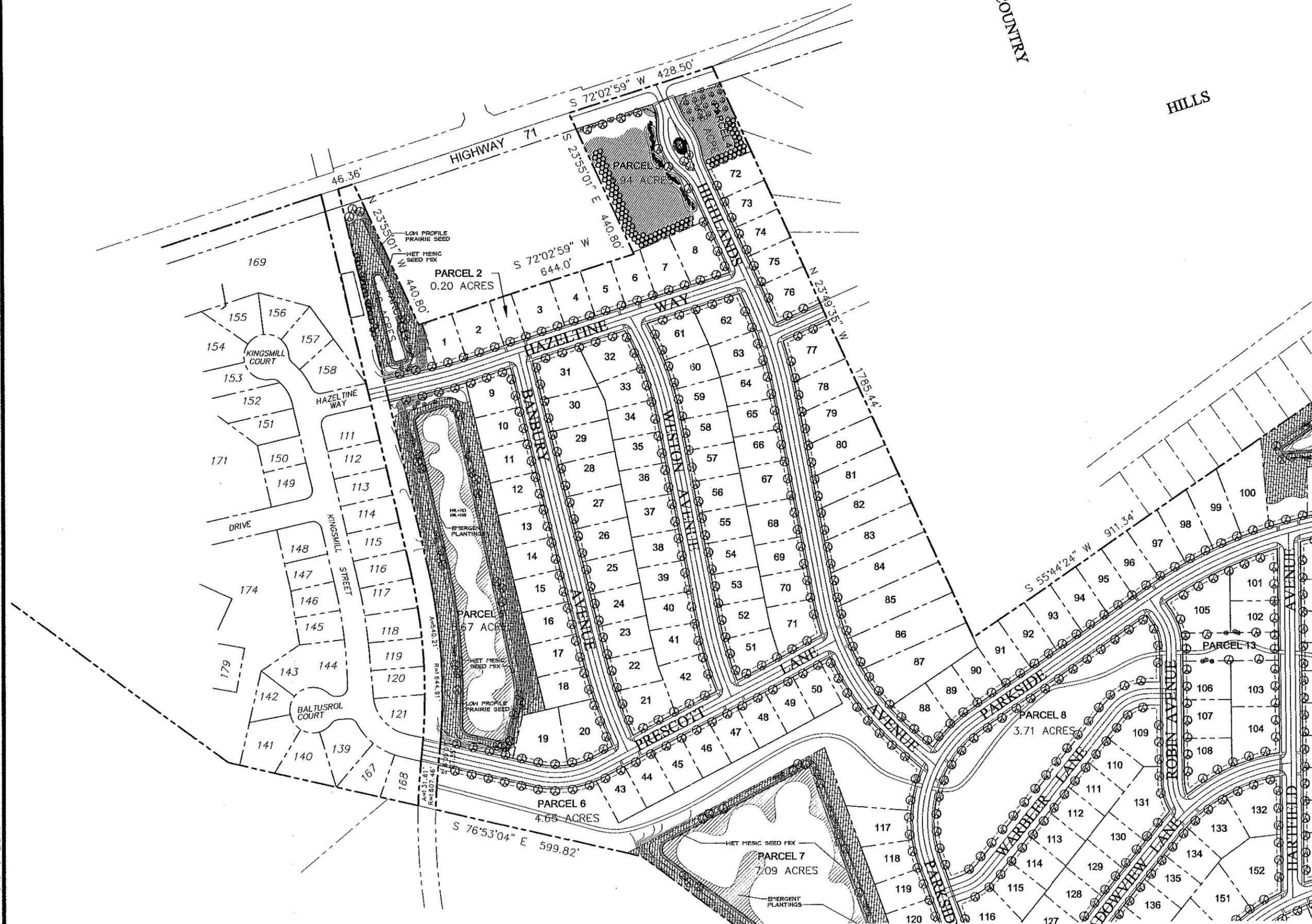
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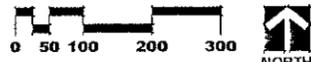
GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
224 SOUTH MAIN STREET  
WHEATON, ILLINOIS  
TELEPHONE: 630-668-1197  
FACSIMILE: 630-668-9693

COUNTRY

HILLS

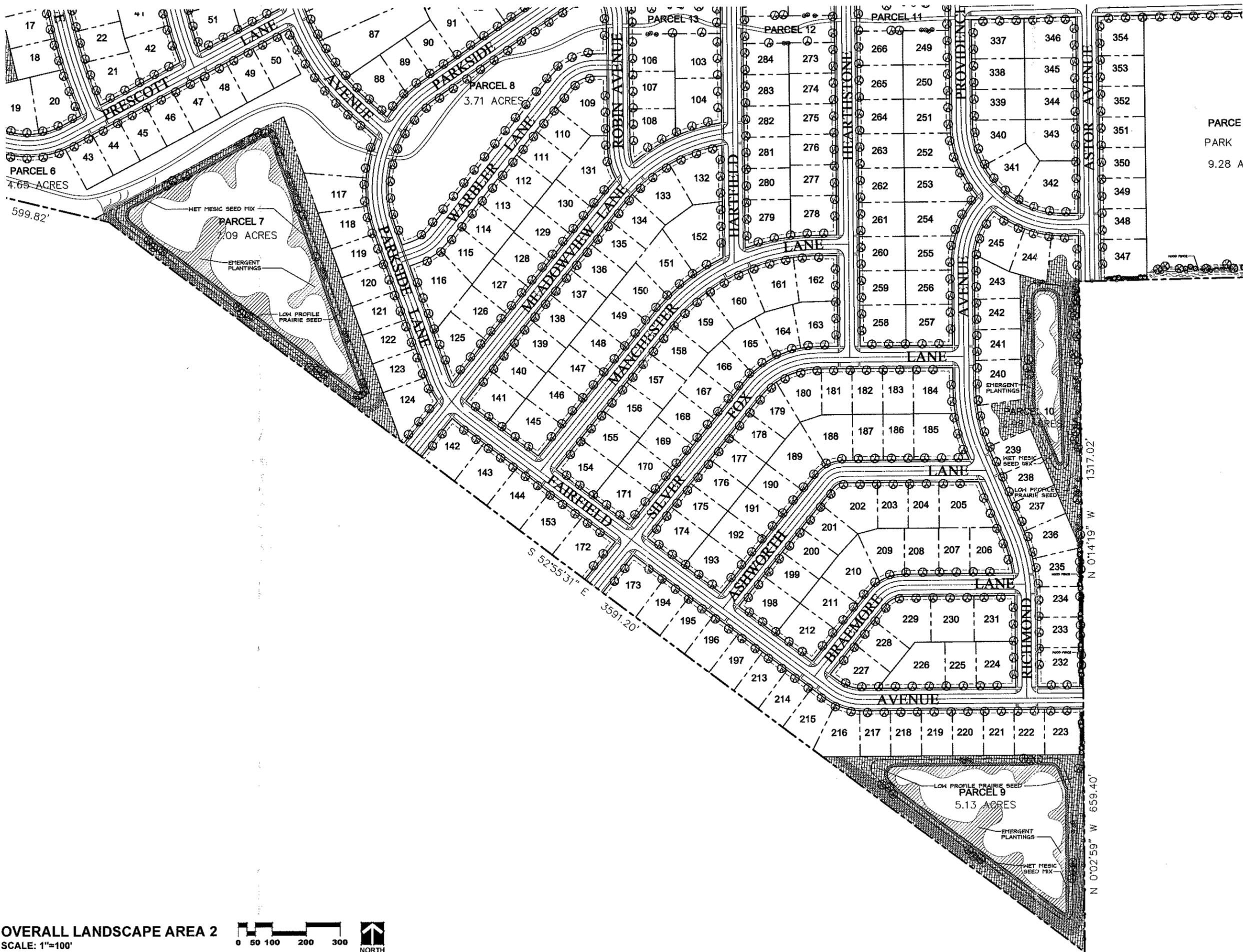


OVERALL LANDSCAPE AREA 1  
SCALE: 1"=100'



HIGHLANDS  
YORKVILLE, ILLINOIS  
LANDSCAPE PLAN

REVISIONS	
DATE	5/2/02
PROJECT NO.	WY0205
DRAWN	ATD
CHECKED	GRW
SHEET	



**OVERALL LANDSCAPE AREA 2**  
 SCALE: 1"=100'

0 50 100 200 300

**NORTH**

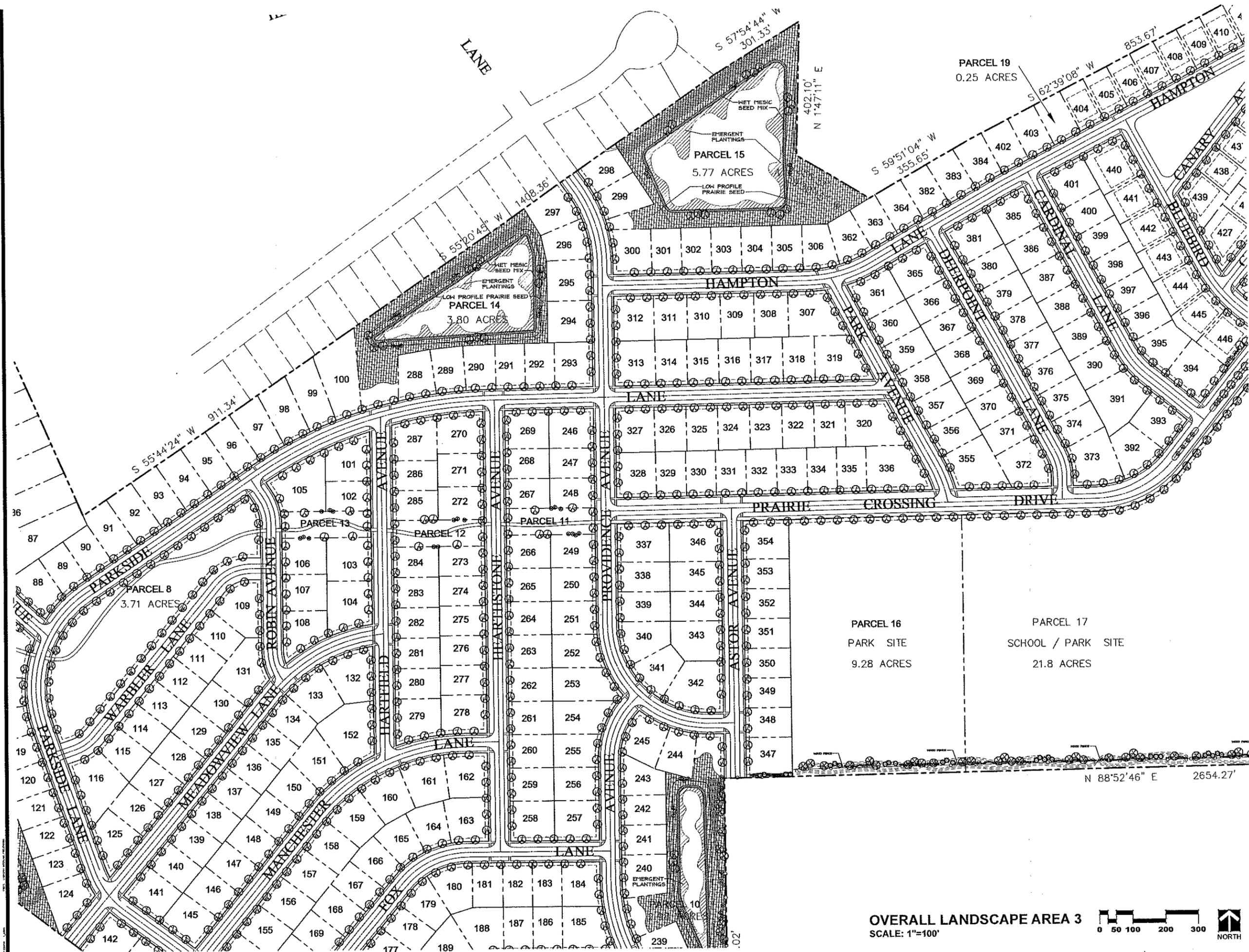
PARCE  
 PARK  
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**HIGHLANDS**  
 YORKVILLE, ILLINOIS  
**LANDSCAPE PLAN**

REVISIONS

DATE	6/2/02
PROJECT NO.	WY0204
DRAWN	ATD
CHECKED	GRW
SHEET	

**3 of 6**



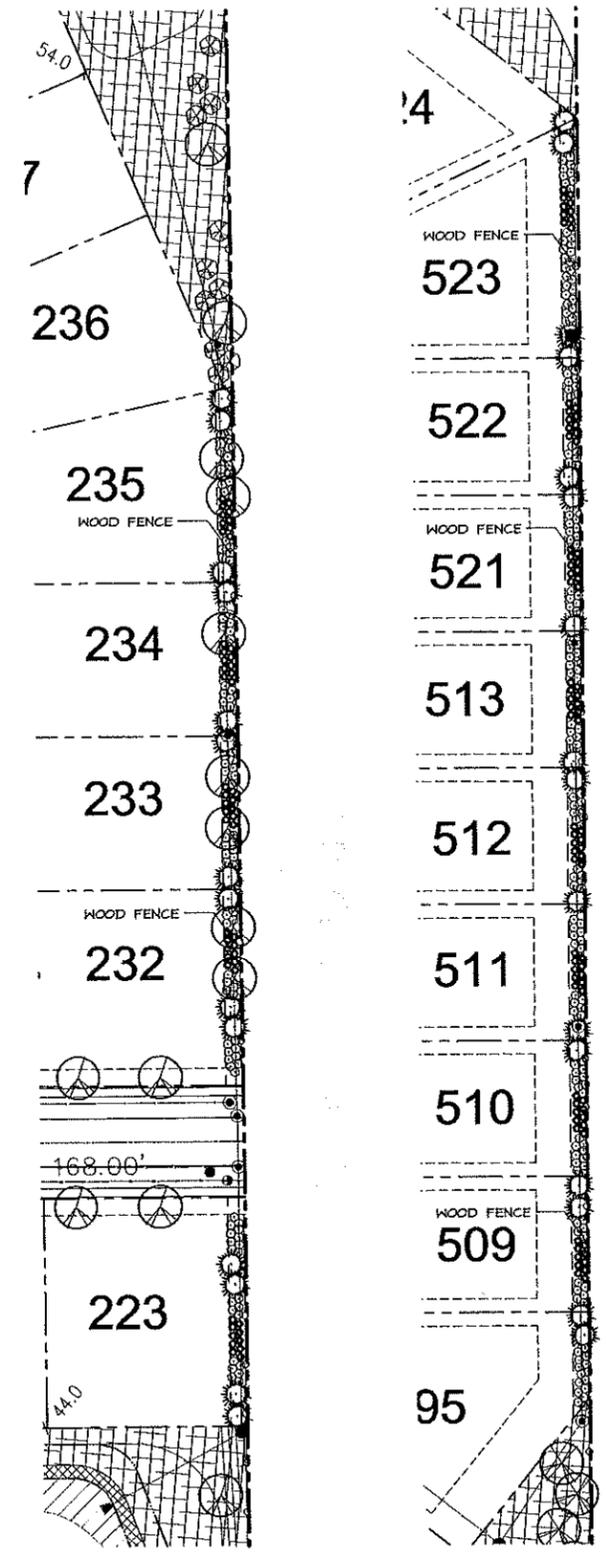
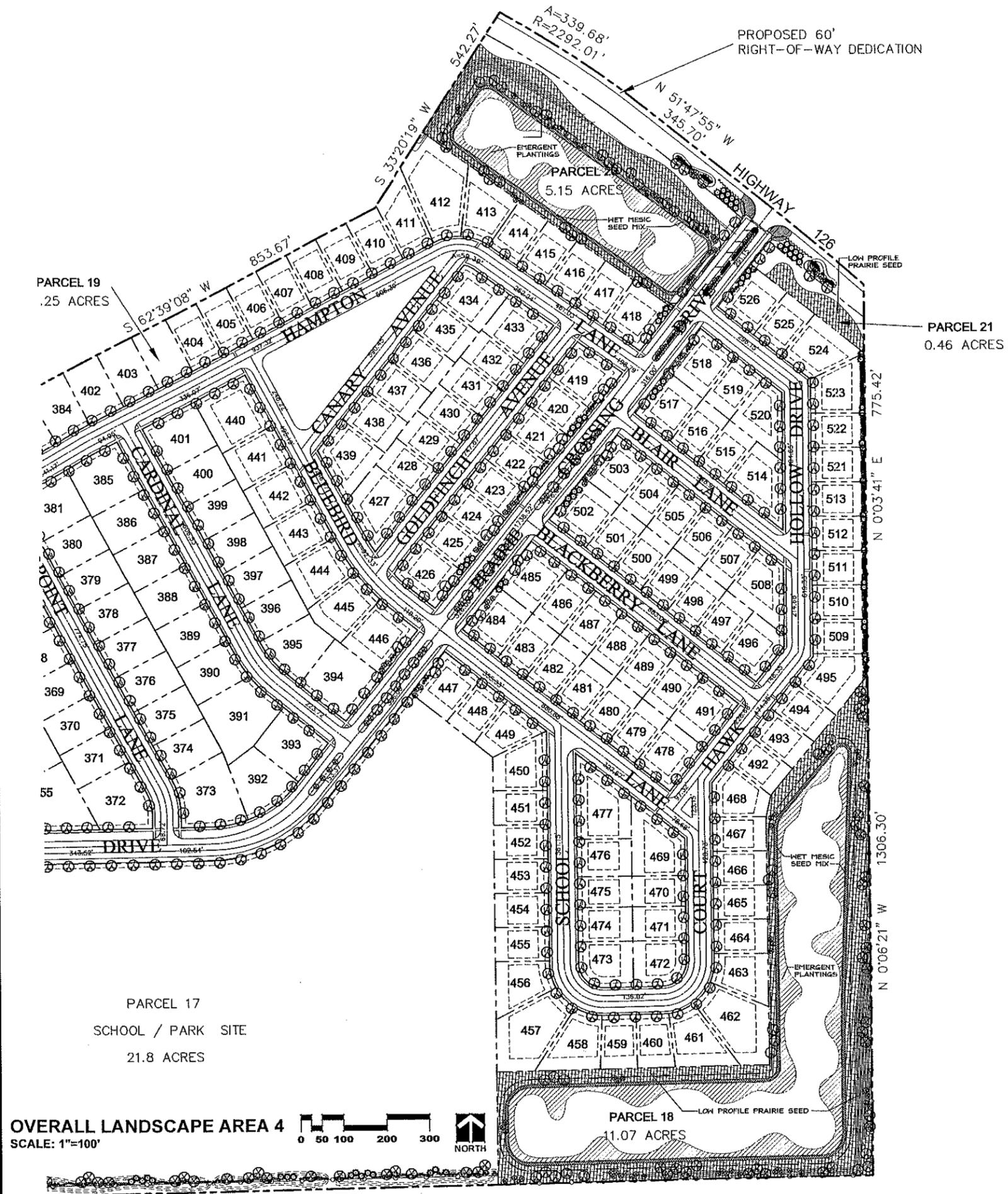
**HIGHLANDS**  
 YORKVILLE, ILLINOIS  
**LANDSCAPE PLAN**

**OVERALL LANDSCAPE AREA 3**  
 SCALE: 1"=100'

**HIGHLANDS**  
 YORKVILLE, ILLINOIS  
**LANDSCAPE PLAN**

REVISIONS

DATE	5/2/22
PROJECT NO.	WV19206
DRAWN	ATD
CHECKED	GRW
SHEET	



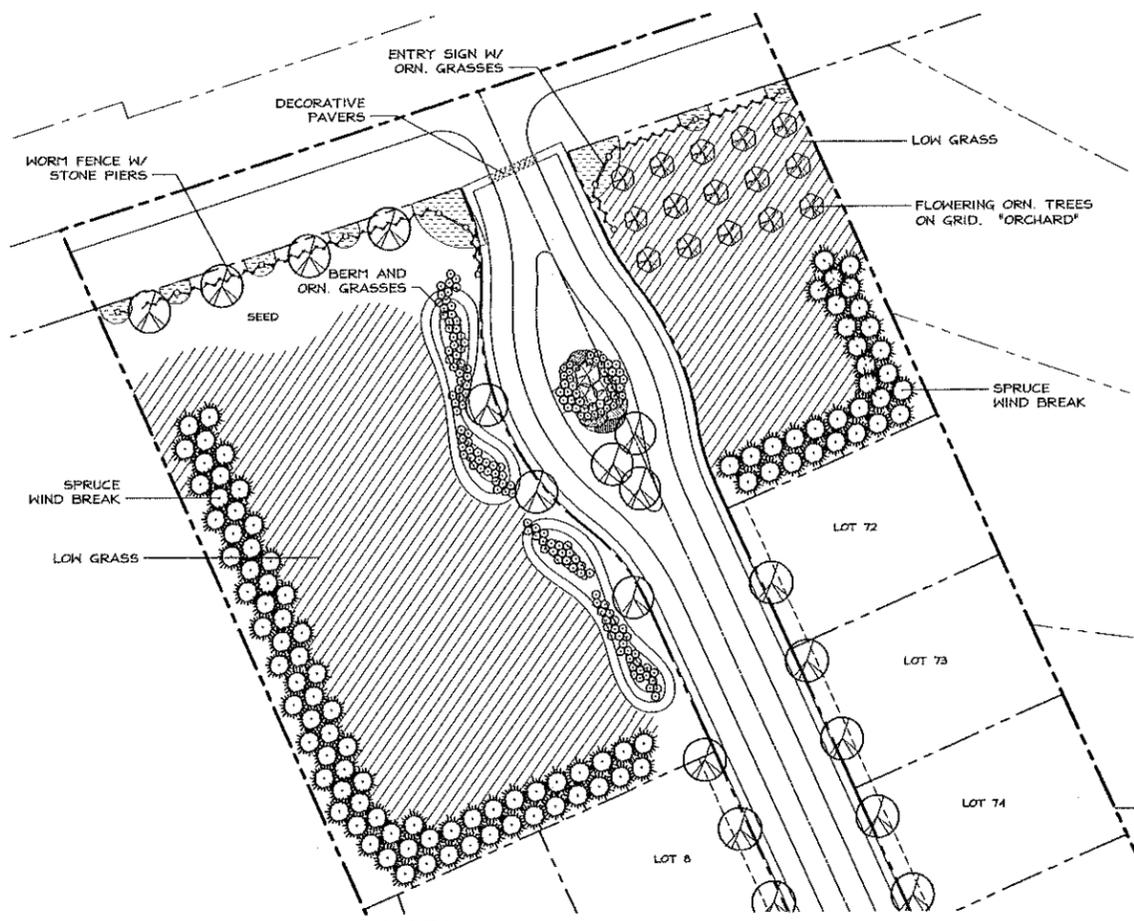
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**OVERALL LANDSCAPE AREA 4**  
 SCALE: 1"=100'

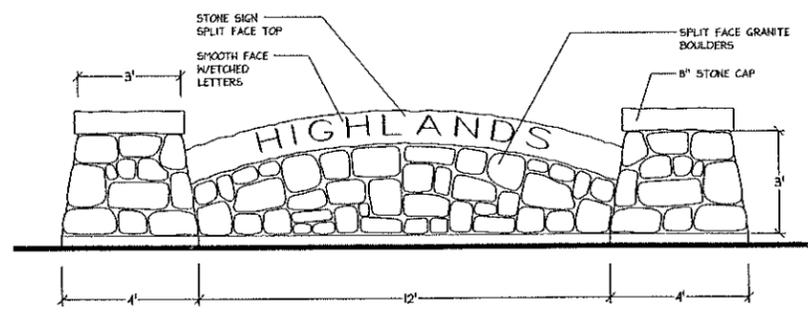
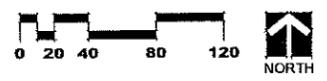




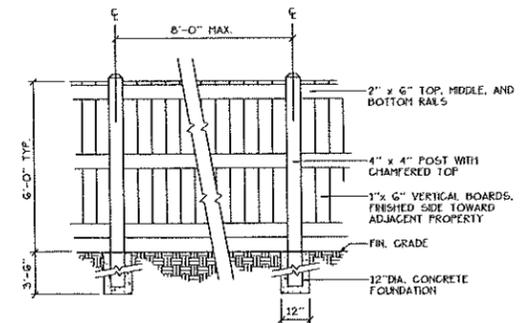
GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
214 SOUTH MAIN STREET  
WHEATON, ILLINOIS  
TELEPHONE: 630-668-7197  
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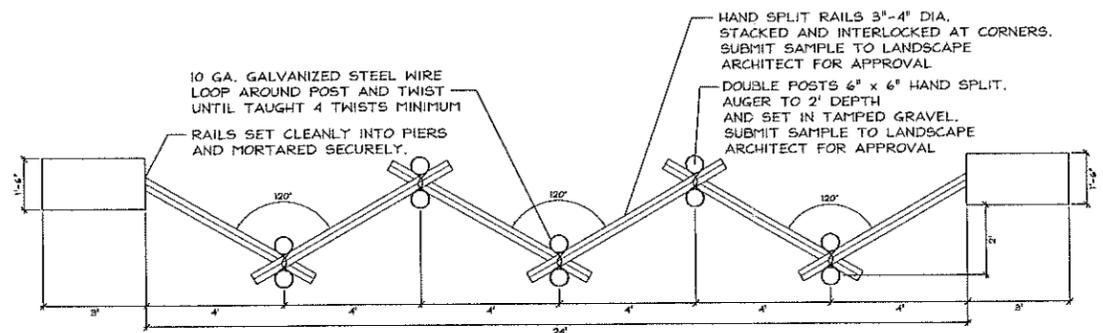
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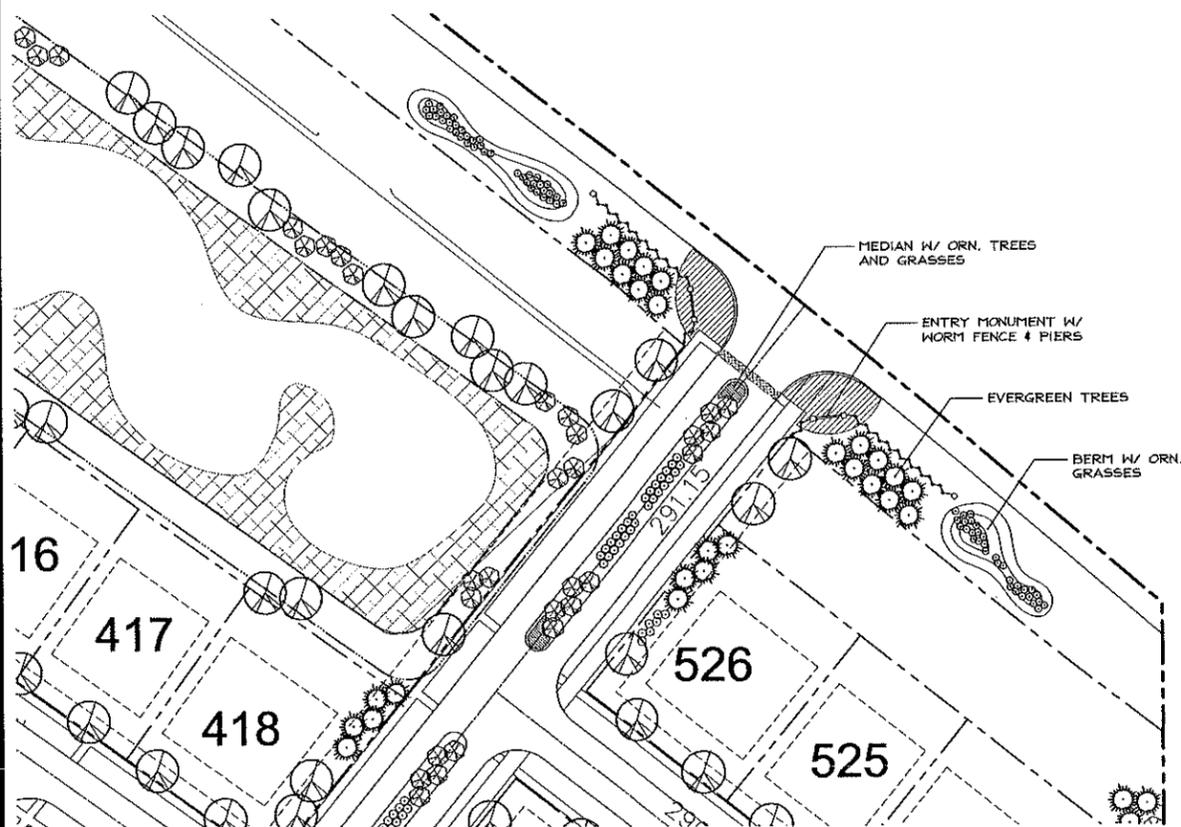
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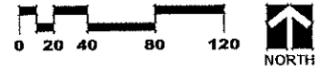
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NOT TO SCALE



ENTRY FENCE DETAIL  
SCALE: 1/2"=1'-0"



ENTRY FEATURE - HIGHWAY 126  
SCALE: 1"=40'



REPRESENTATIVE PLANT LIST

Key	Botanical/Common Name	Size	Remarks
<b>SHADE TREES</b>			
AP	Acer picturatum 'Emerald Queen' EMERALD QUEEN NORWAY MAPLE	2 1/2" Cal.	
FA	Fraxino americana 'Autumn Purple' AUTUMN PURPLE WHITE ASH	2 1/2" Cal.	
FF	Fraxinus pennsylvanica 'Summit' SUMMIT GREEN ASH	2 1/2" Cal.	
GTB	Gleditsia triacanthos 'Inermis' 'Skyline' SKYLINE MONTELOCUST	2 1/2" Cal.	
PC	Pyrus calleryana 'Redspire' REDSPIRE PEAR	2 1/2" Cal.	
TC	Tilia cordata 'Greenstar' GREENSPIRE LITTLELEAF LINDEN	2 1/2" Cal.	
<b>CLUMP SHADE TREES</b>			
FR	Fraxino americana 'Autumn Purple' AUTUMN PURPLE WHITE ASH	6' Tall	
TG	Tilia cordata 'Greenstar' GREENSPIRE LITTLELEAF LINDEN	6' Tall	
<b>ORNAMENTAL TREES</b>			
AG	Amelanchier grandiflora APPLE SERVICEBERRY	6' Tall	Clump Form
BN	Betula nigra RIVER BIRCH	6' Tall	Clump Form
AL	Alnus glutinosa BLACK ALDER	6' Tall	Clump Form
CH	Cornus Flax CORNELIANCHERRY DOGWOOD	6' Tall	Clump Form
CG	Crataegus crus-galli 'Inermis' THORNLEAF DOGWOOD HAWTHORN	6' Tall	Clump Form
HP	Halesia 'Prairie Fire' PRAIRIE FIRE CRABAPPLE	6' Tall	Clump Form
<b>EVERGREEN TREES</b>			
AC	Abies concolor WHITE FIR	6' Tall	
FP	Picea canadensis 'Green Colorado' GREEN COLORADO SPRUCE	6' Tall	
TD	Thuja occidentalis 'Techny' MISSION ARBORVITAE	6' Tall	

Key	Botanical/Common Name	Size	Remarks
<b>DECIDUOUS SHRUBS</b>			
CA	Coloniae americana PINK GONNASTER	30" Tall	4' O.C.
EA	Eumyrtus alata 'Compass' DWARF BURNING BUSH	30" Tall	5' O.C.
BB	Baccharis bursifolia 'Anthony Waterer' ANTHONY WATER SPIREA	24" Wide	4' O.C.
SH	Syringa meyeri 'Dwarf Korean Lilac' DWARF KOREAN LILAC	30" Tall	3' O.C.
VD	Viburnum dentatum 'Chicago Lustre' CHICAGO LUSTRE VIBURNUM	30" Tall	5' O.C.
VL	Viburnum lentago NANNYBERRY VIBURNUM	30" Tall	
<b>EVERGREEN SHRUBS</b>			
JB	Juniperus chinensis 'Sargentii' SARGENT JUNIPER	24" Wide	3' O.C.
JC	Juniperus chinensis 'Suegami' SEAGREEN JUNIPER	24" Wide	3' O.C.
TH	Thuja media 'Dwarf Form' DENSI-FORMIS 'TEH'	24" Wide	3' O.C.
<b>PERENNIALS AND ORNAMENTAL GRASSES</b>			
CL	Colostephus scaberrimus 'Karl Foerster' KARL FOERSTER FEATHERED GRASS	30" O.C.	
CH	Carex 'Moonbeam' MOONBEAM CAREX	1 Gal.	24" O.C.
HS	Helleborus scaber BLUE DAT GRASS	1 Gal.	24" O.C.
HO	Hosta 'Stabiliana' 'Frances Williams' FRANCIS WILLIAMS' HOSTA	1 Gal.	24" O.C.
LS	Lobelia 'Spotted' SPOTTED GAYFEATHER	1 Gal.	16" O.C.
MG	Miscanthus sinensis 'Gracillimus' MAIDEN GRASS	2 Gal.	3' O.C.
RG	Rubus 'Goldsturm' GOLDSTURM BLACK-EYED SUSAN	1 Gal.	24" O.C.
BA	Baccharis 'Autumn Joy' AUTUMN JOY SEDUM	1 Gal.	18" O.C.
BS	Betula 'Spectra' 'East Friesland' EAST FRIEHLAND SALIX	1 Gal.	18" O.C.
<b>GROUNDCOVERS</b>			
EF	Eumyrtus alata 'Compass' PURPLELEAF HINTERCREEPER	Quart	12" O.C.

HIGHLANDS  
YORKVILLE, ILLINOIS  
LANDSCAPE PLAN

REVISIONS  
DATE: 5/20/07  
PROJECT NO.: WY026  
DRAWN: ATR  
CHECKED: GRW  
SHEET

**EXHIBIT "D"**

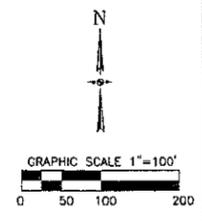
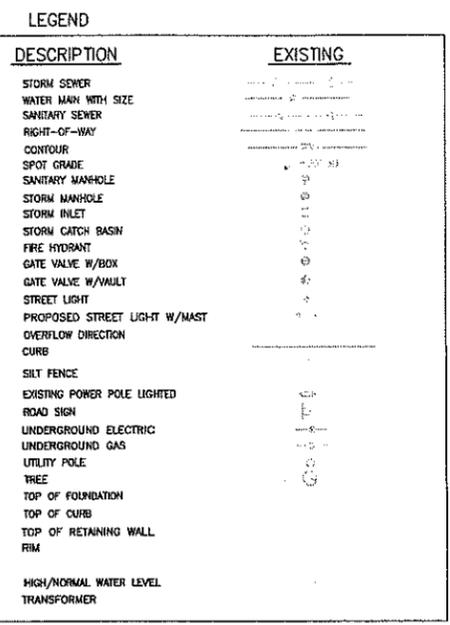
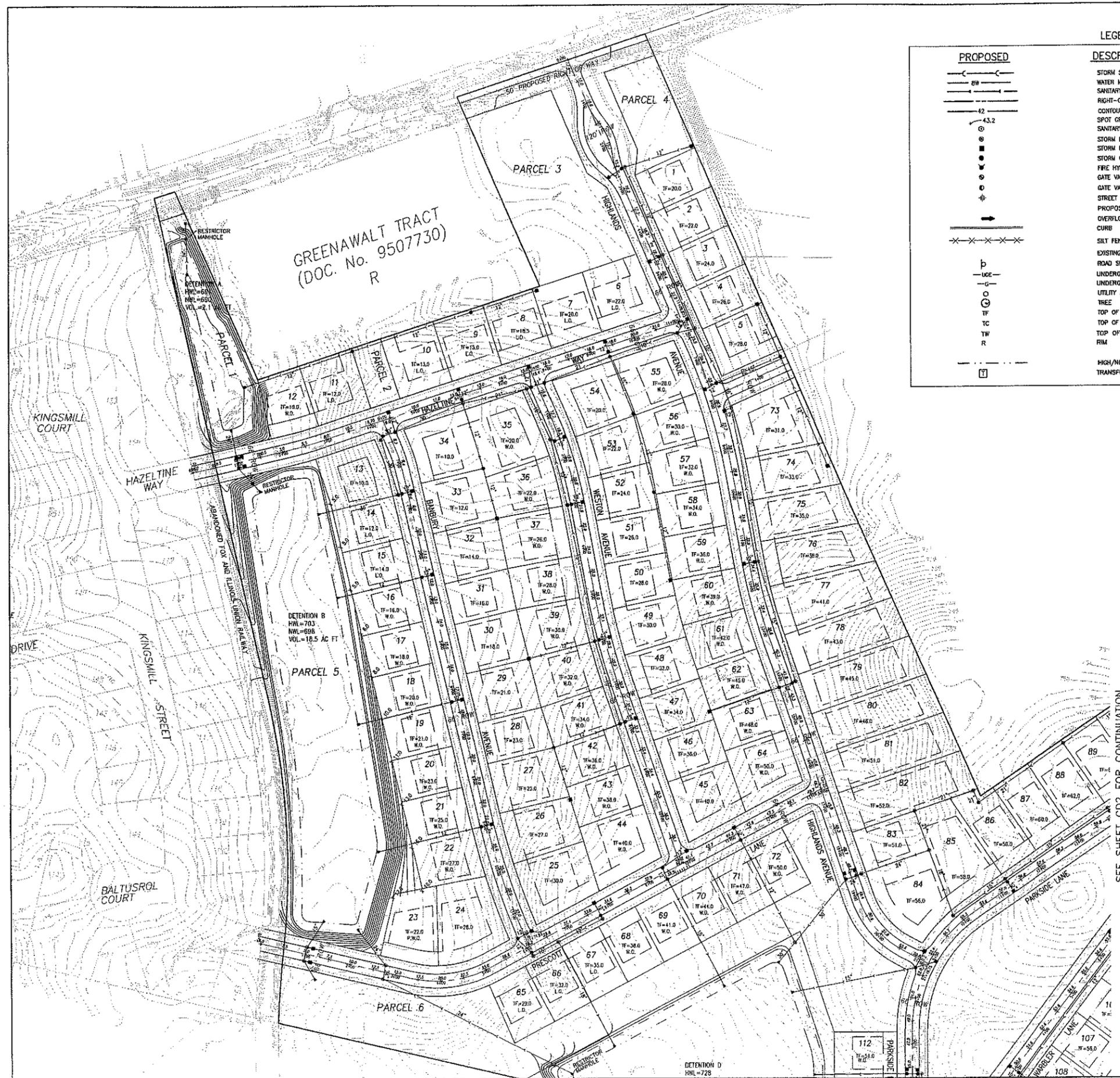
**PRELIMINARY ENGINEERING**

(See following page)

**EXHIBIT "D"**

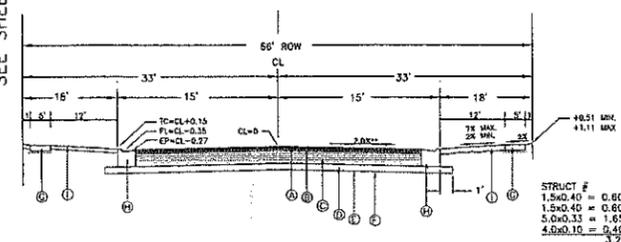
**PRELIMINARY ENGINEERING**

(See following page)



**GENERAL NOTES**

- ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AND STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS AND THE SUBDIVISION ORDINANCES FOR THE VILLAGE OF YORKVILLE.
- ALL SANITARY SEWERS SHALL BE PVC PIPE, TYPICALLY ASTM D-3034, SDR 26, 8" DIAMETER, UNLESS NOTED OTHERWISE. THE FORCE MAIN SHALL BE DIP PRESSURE CLASS 350.
- ALL STORM SEWERS SHALL BE REINFORCED CONCRETE PIPE ASTM C-76. SIZES TO BE DETERMINED AT TIME OF FINAL ENGINEERING. WHERE APPROVED, ADS N-12 STORM DRAIN MAY BE USED IN YARD AREAS.
- ALL WATER MAIN TO BE DUCTILE IRON PIPE (PRESSURE CLASS 350), SIZE TO BE 8" DIAMETER UNLESS NOTED OTHERWISE.
- STREET LIGHTS SHALL BE PROVIDED. LOCATION TO BE FINALIZED AT THE TIME OF FINAL ENGINEERING.
- LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE TO BE VERIFIED PRIOR TO FINAL ENGINEERING AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- PROPOSED ELEVATIONS AND GRADING, PROPOSED UTILITY SIZES AND LOCATIONS, AS WELL AS PROPOSED SECTIONS AND DETAILS SHOWN HEREIN ARE SCHEMATIC AND PRELIMINARY IN NATURE AND ARE SUBJECT TO REVISION AT THE TIME OF FINAL ENGINEERING.
- REAR YARD INLETS TO BE REQUIRED AT TIME OF FINAL ENGINEERING IN CONJUNCTION WITH FINALIZATION OF FINAL SITE GRADING DESIGN.
- APPROPRIATE EASEMENTS FOR ALL UTILITIES WILL BE PROVIDED AT THE TIME OF FINAL ENGINEERING AND SHALL BE REFLECTED ON THE FINAL PLAN OF SUBDIVISION.
- CURB RETURNS ARE TO HAVE 30' RADIUS UNLESS NOTED OTHERWISE.
- REAR YARD PONDING OF STORM WATER WILL TYPICALLY NOT EXCEED 1.5' IN HEIGHT, EXCEPT AS NOTED ON PLANS FOR REAR YARD PONDING WITH COMMON OPEN AREAS. ALL MAJOR OVERLAND FLOW PATHS SHALL PASS THE 100 YEAR FLOW AT A STAGE ONE FOOT BELOW THE LOWEST ADJACENT FOUNDATION GRADE.
- STREET SIGNS SHALL BE PROVIDED AT EACH INTERSECTION.
- PARKWAYS, NEW DITCHES AND DETENTION AREAS SHALL BE SEED, EXCEPT AS NOTED OTHERWISE.
- UTILITY EASEMENTS FOR SEWERS AND WATER MAIN OUTSIDE OF PUBLIC R.O.W. ARE TO BE PROVIDED AS WELL AS STORMWATER CONTROL EASEMENTS FOR DETENTION / STORMWATER FACILITIES. EASEMENTS REQUIRED WITHIN OUTLOTS TO BE DETERMINED AT TIME OF FINAL ENGINEERING / FINAL SUBDIVISION PLAN PREPARATION.
- STORM SERVICES SHALL BE PROVIDED FOR ALL LOTS THAT DO NOT MEET VILLAGE REQUIREMENT FOR LACK OF NEED OF STORM SERVICE.
- ALL SIDEWALKS ARE TO BE CONCRETE AND HAVE RAMPS AT INTERSECTIONS WITH STREETS THAT MEET THE "ILLINOIS ACCESSIBILITY CODE" REQUIREMENTS.
- ALL HYDRANT AND VALVE LOCATIONS AS WELL AS STORM, SANITARY, AND WATER MAIN SIZING TO BE DETERMINED DURING FINAL ENGINEERING.



- ① 1.5" BITUMINOUS CONCRETE SURFACE COURSE, CL 1, TY. 2, MIX. D
- ② 1.5" BITUMINOUS CONCRETE SURFACE COURSE, CL 1, TY. 2, MIX. D
- ③ 5.0" BITUMINOUS CONCRETE BINDER COURSE, CL 1, TY. 2
- ④ 4" CRUSHED AGGREGATE SUB-BASE, TY. B
- ⑤ AMOCO 4551 FABRIC OR APPROVED EQUAL
- ⑥ COMPUTED SUB-GRADE
- ⑦ 6" (6" DRIVEWAYS) PCC SIDEWALK WITH W/3" CRUSHED AGG. SUB-BASE
- ⑧ COMB. CONC. CURB AND GUTTER, TYPE B-6.12
- ⑨ 6" TOP SOIL AND SEEDING

REV.	DATE	DESCRIPTION
7	09JUL02	REV. PER DEVELOPER
6	17JUN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	26DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY
		Original Plan Date
		2400T01
		Description

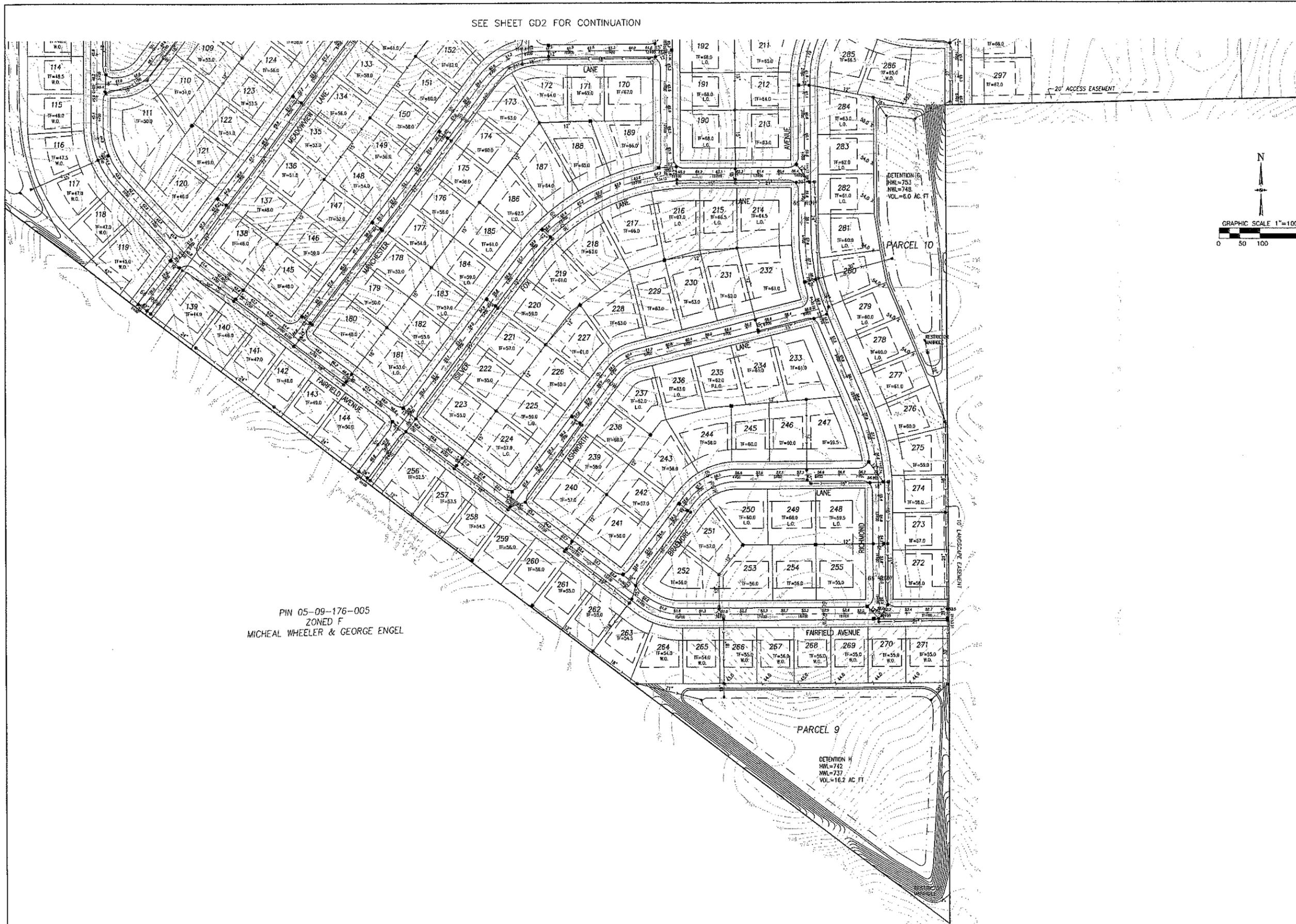
<b>PRELIMINARY GRADING AND DRAINAGE PLAN - 1</b>	
<b>THE HIGHLANDS</b>	
<b>YORKVILLE, ILLINOIS</b>	
<b>JACOB &amp; HEFNER ASSOCIATES, P.C.</b>	
ENGINEERS • SURVEYORS	
706 ROSSWELL ROAD, SUITE 100	
YORKVILLE, ILLINOIS 62457	
PHONE: (630) 943-9000	
FAX: (630) 842-1774	
<b>WYNDHAM DEERPOINT</b>	<b>C544</b>
604 LINDSAY CIRCLE NORTH AURORA, IL 60542 Phone: (630)-968-1000 Fax: (630)-968-1006	<b>GD1</b>
	<b>8 OF 17</b>

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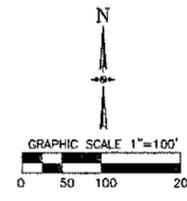
Exhibit "D"



SEE SHEET GD2 FOR CONTINUATION



PIN 05-09-176-005  
ZONED F  
MICHAEL WHEELER & GEORGE ENGEL



No.	Original Plan Date	Description
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6	17JUN02	REV. PER CITY
5	23MAY02	REV. PER DEVELOPER
4	02APR02	REV. PER CITY
3	10JAN02	REV. PER DEVELOPER
2	28DEC01	REV. PER CITY
1	07NOV01	Original Plan

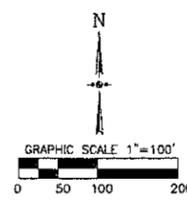
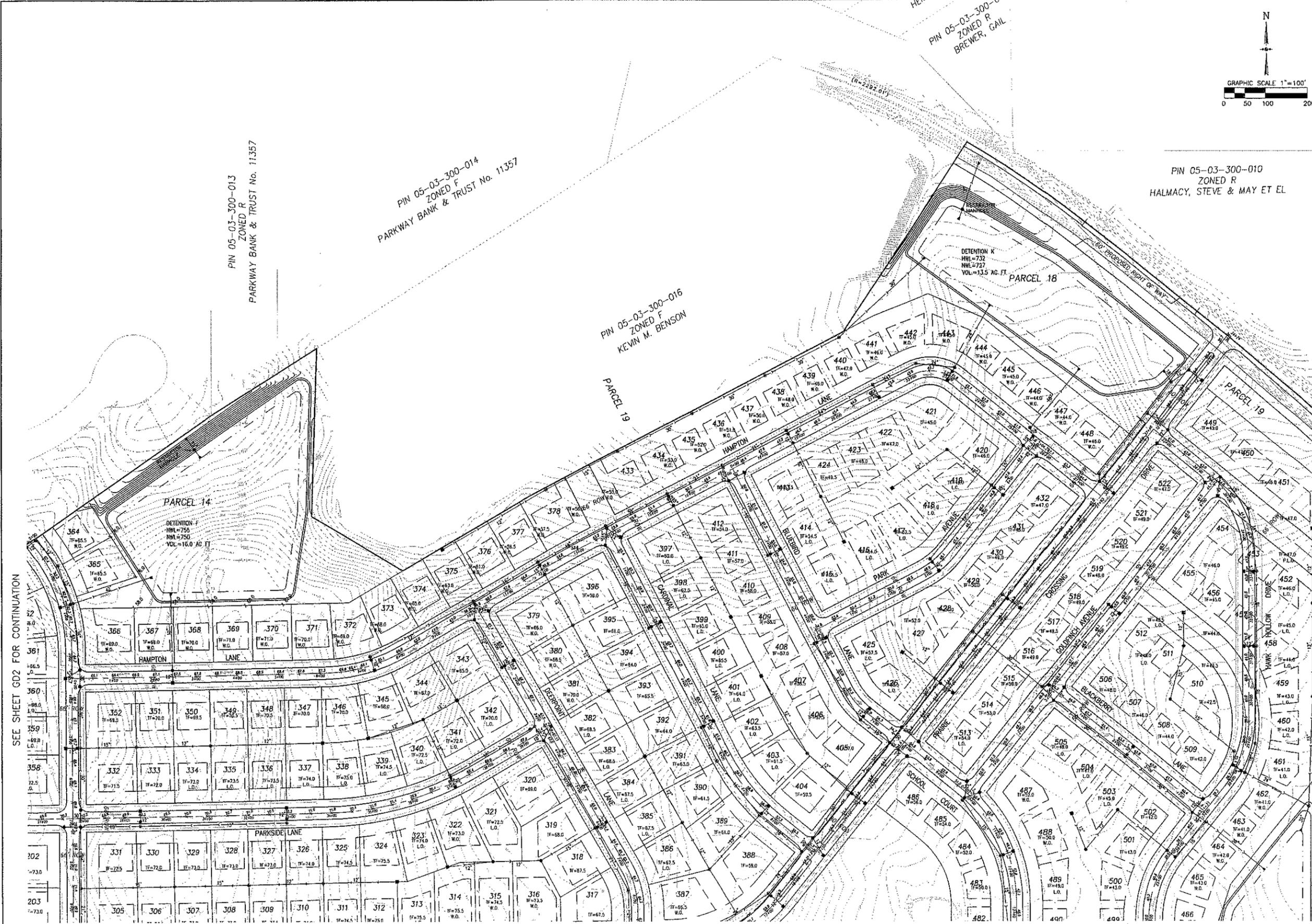
**PRELIMINARY GRADING AND DRAINAGE PLAN - 3**

**THE HIGHLANDS**  
YORKVILLE, ILLINOIS

**JACOB & HEFNER ASSOCIATES, P.C.**  
ENGINEERS & SURVEYORS  
739 ROOSEVELT ROAD, SUITE 100  
AURORA, ILLINOIS 60009  
PHONE: (630) 942-8000  
FAX: (630) 942-1774

**WYNDHAM DEERPOINT**  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60542  
Phone: (630)-966-1000  
Fax: (630)-966-1006

C544  
GD3  
10 OF 17



No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26OCT01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PIN 05-03-300-013  
ZONED R  
PARKWAY BANK & TRUST No. 11357

PIN 05-03-300-014  
ZONED F  
PARKWAY BANK & TRUST No. 11357

PIN 05-03-300-016  
ZONED F  
KEVIN M. BENSON

PIN 05-03-300-010  
ZONED R  
HALMACY, STEVE & MAY ET AL

PRELIMINARY GRADING AND  
DRAINAGE PLAN - 4  
  
THE HIGHLANDS  
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS - SURVEYORS  
788 ROOSEVELT ROAD, SUITE 100  
YORKVILLE, ILLINOIS 62458  
PHONE: (630) 942-9900  
FAX: (630) 942-1774

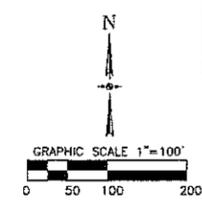
WYNDHAM DEERPOINT  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60542  
Phone: (630)-966-1000  
Fax: (630)-966-1006

C544  
GD4  
11 OF 17

SEE SHEET GD2 FOR CONTINUATION

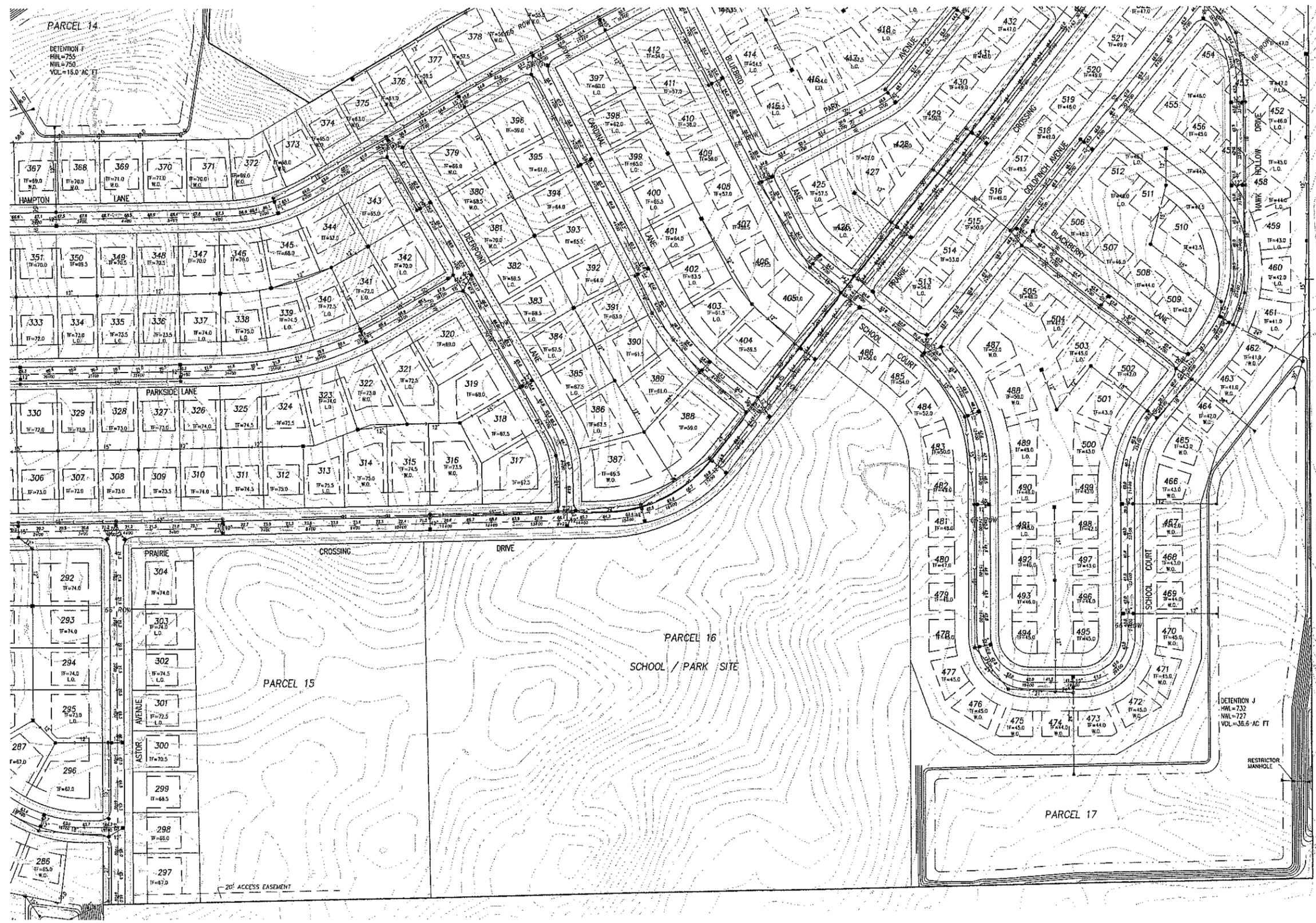
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SEE SHEET GD2 FOR CONTINUATION



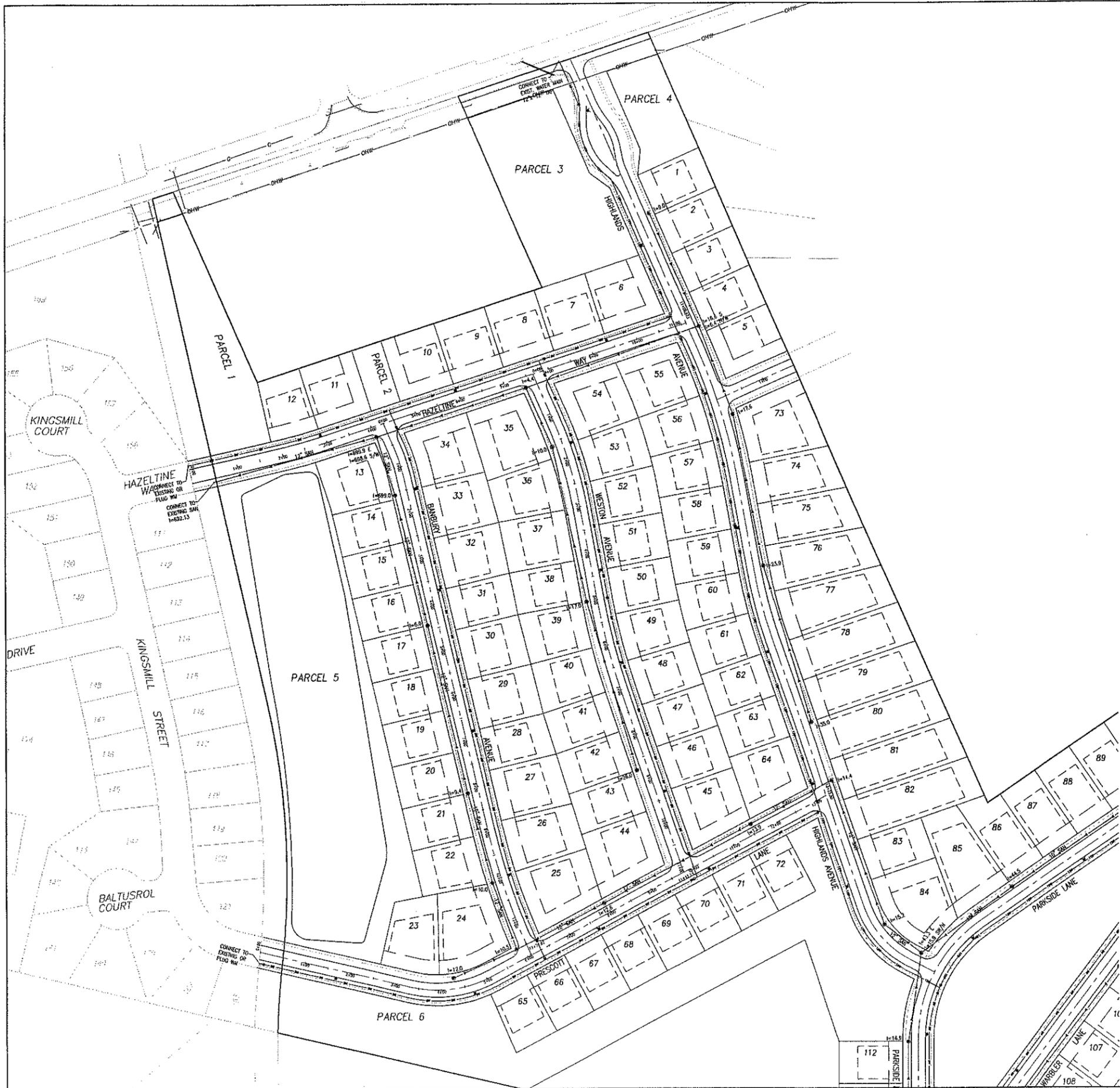
No.	Original Plan Date	Description
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6	17JAN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	26DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY

**PRELIMINARY GRADING AND DRAINAGE PLAN - 5**  
**THE HIGHLANDS**  
**YORKVILLE, ILLINOIS**

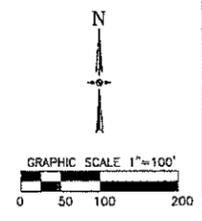
**JACOB & HEFNER ASSOCIATES, P.C.**  
 ENGINEERS • SURVEYORS  
 780 PROSPECT ROAD, SUITE 100  
 GLEN ELLEN, ILLINOIS 60137  
 PHONE: (630) 942-9000  
 FAX: (630) 942-1774

**WYNDHAM DEERPOINT**  
 604 LINDSAY CIRCLE  
 NORTH AURORA, IL 60542  
 Phone: (630)-966-1000  
 Fax: (630)-966-1008

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SEE SHEET SW2 FOR CONTINUATION



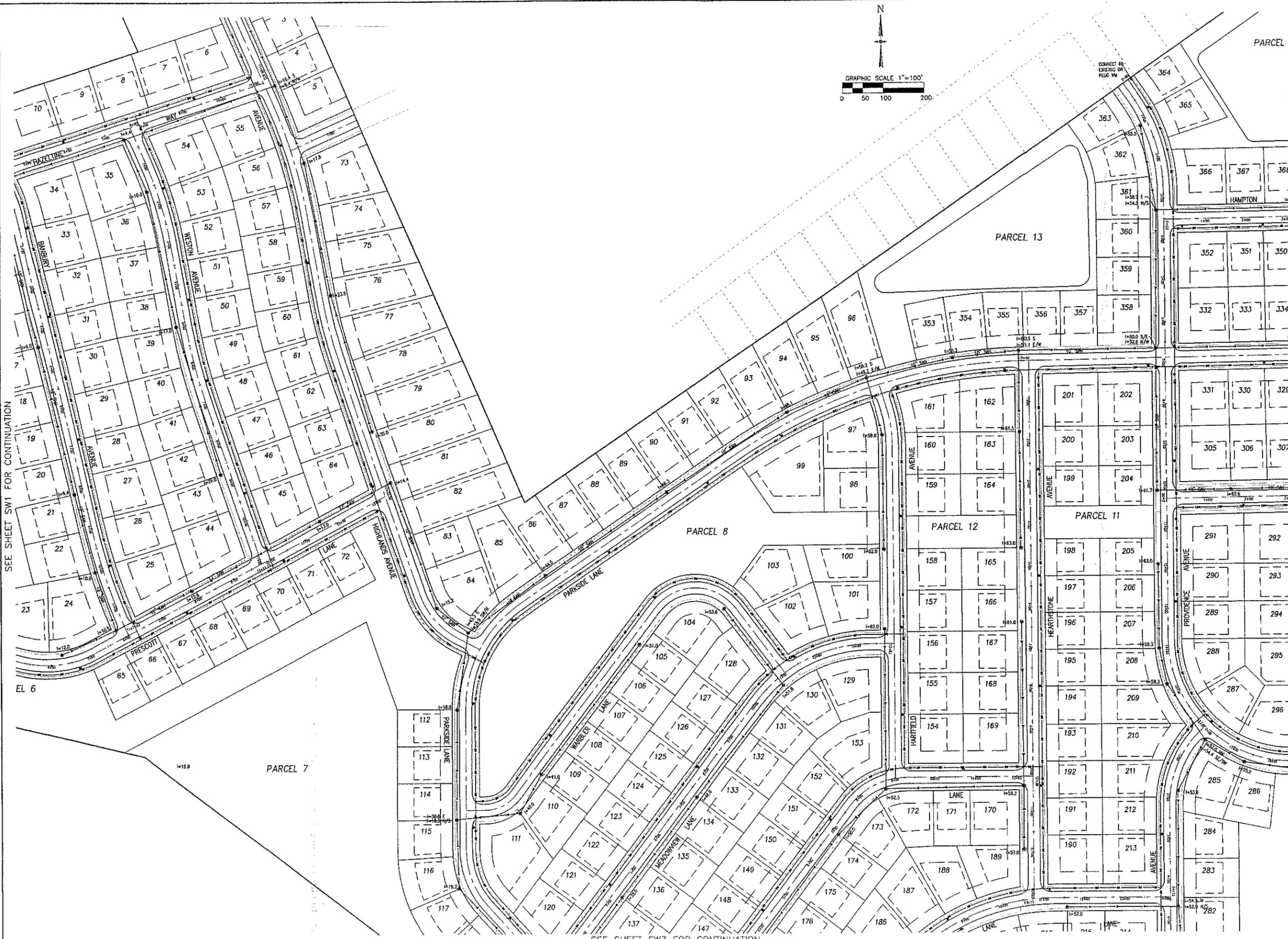
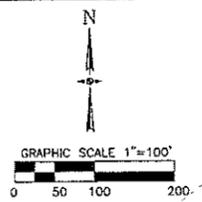
No.	Original Plan Date	Description
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6	17AJUN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	26DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY
	24OCT01	Original Plan Date

PRELIMINARY SANITARY AND  
WATERMAIN PLAN - 1  
  
THE HIGHLANDS  
YORKVILLE, ILLINOIS

**JACOB & HEFNER ASSOCIATES, P.C.**  
ENGINEERS & SURVEYORS  
708 ROOSEVELT ROAD, SUITE 100  
GREEN BUSH, ILLINOIS 60137  
PHONE: (630) 942-9000  
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**WYNDHAM DEERPOINT**  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60542  
Phone: (630)-968-1000  
Fax: (630)-968-1006

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SEE SHEET SW1 FOR CONTINUATION

No.	Original Plan Date	Description
7	09JUL02	REV. PER DEVELOPER
6	17JUN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	26DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY
		Original Plan Date
		Description

PRELIMINARY SANITARY AND WATERMAIN PLAN - 2  
THE HIGHLANDS  
YORKVILLE, ILLINOIS

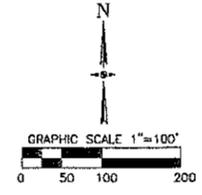
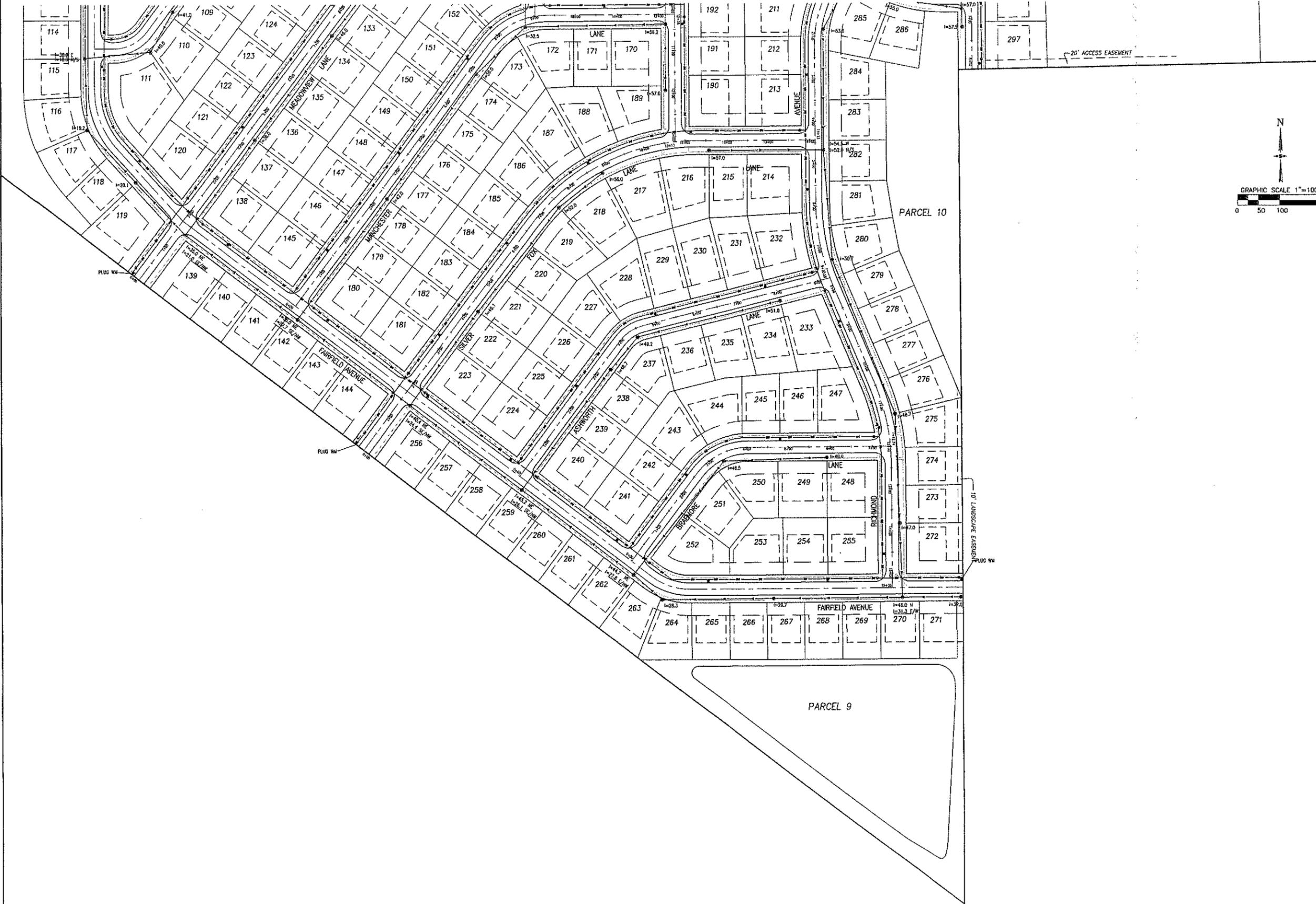
SEE SHEET SW4 FOR CONTINUATION

JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS & SURVEYORS  
708 ROSSWAT ROAD, SUITE 100  
GLEN OAK, ILLINOIS 60137  
PHONE: (630) 942-9000  
FAX: (630) 942-1774

WYNDHAM DEERPOINT  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60642  
Phone: (630)-966-1000  
Fax: (630)-966-1006

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SEE SHEET SW2 FOR CONTINUATION



No.	Date	Description
7	09JUL02	REV. PER DEVELOPER
6	17JUN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	26DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY
	24OCT01	Original Plan Date

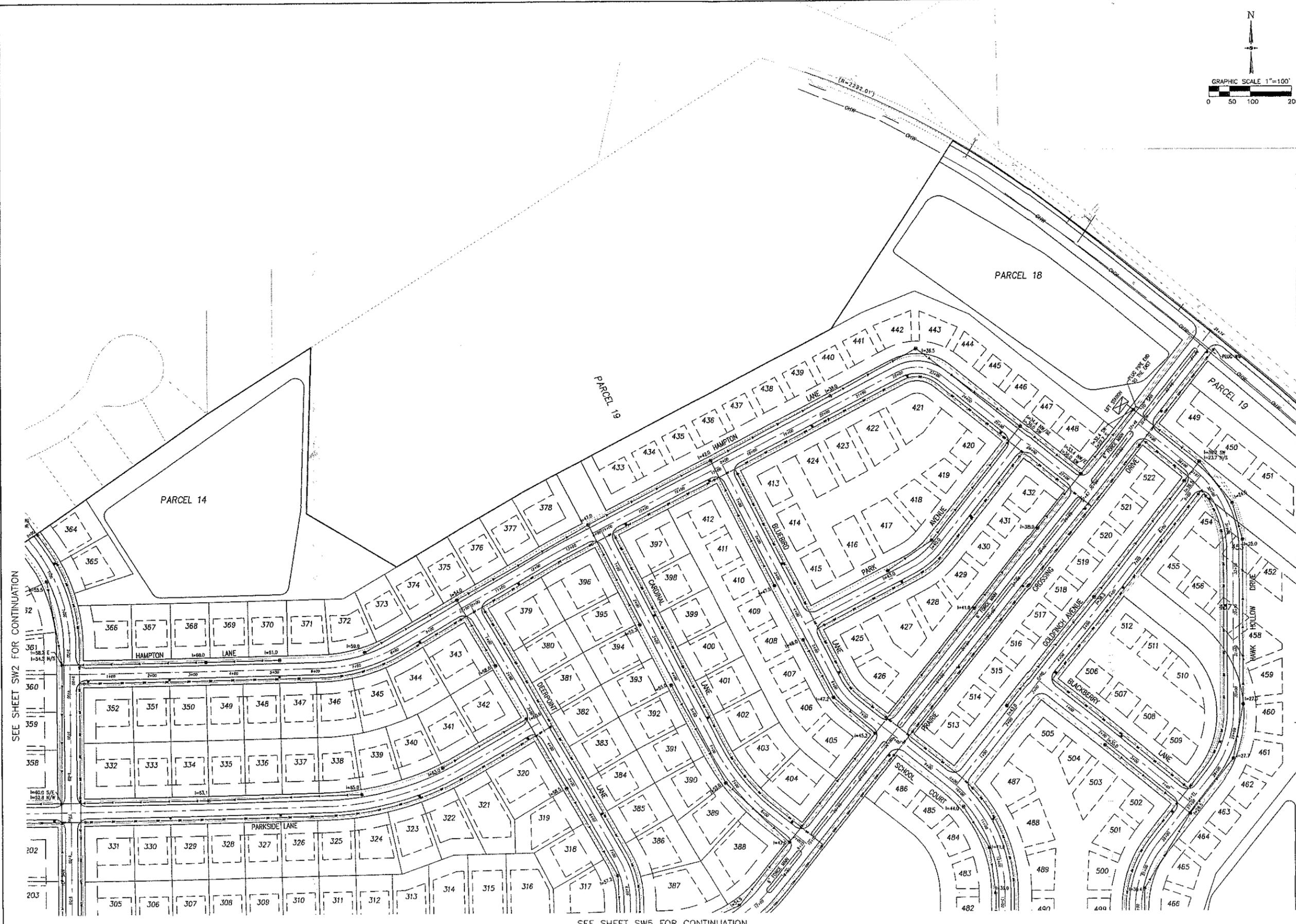
PRELIMINARY SANITARY AND  
WATERMAIN PLAN - 3  
  
THE HIGHLANDS  
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS & SURVEYORS  
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PHONE: (630) 942-8900  
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WYNDHAM DEERPOINT  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60542  
Phone: (630)-966-1000  
Fax: (630)-966-1006

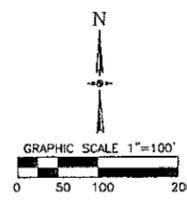
C544  
SW3  
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SEE SHEET SW5 FOR CONTINUATION



No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26FEC01
1	REV. PER CITY	07NOV01
	Original Plan	24OCT01

PRELIMINARY SANITARY AND  
WATERMAIN PLAN - 4  
  
THE HIGHLANDS  
YORKVILLE, ILLINOIS

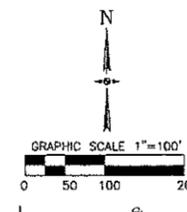
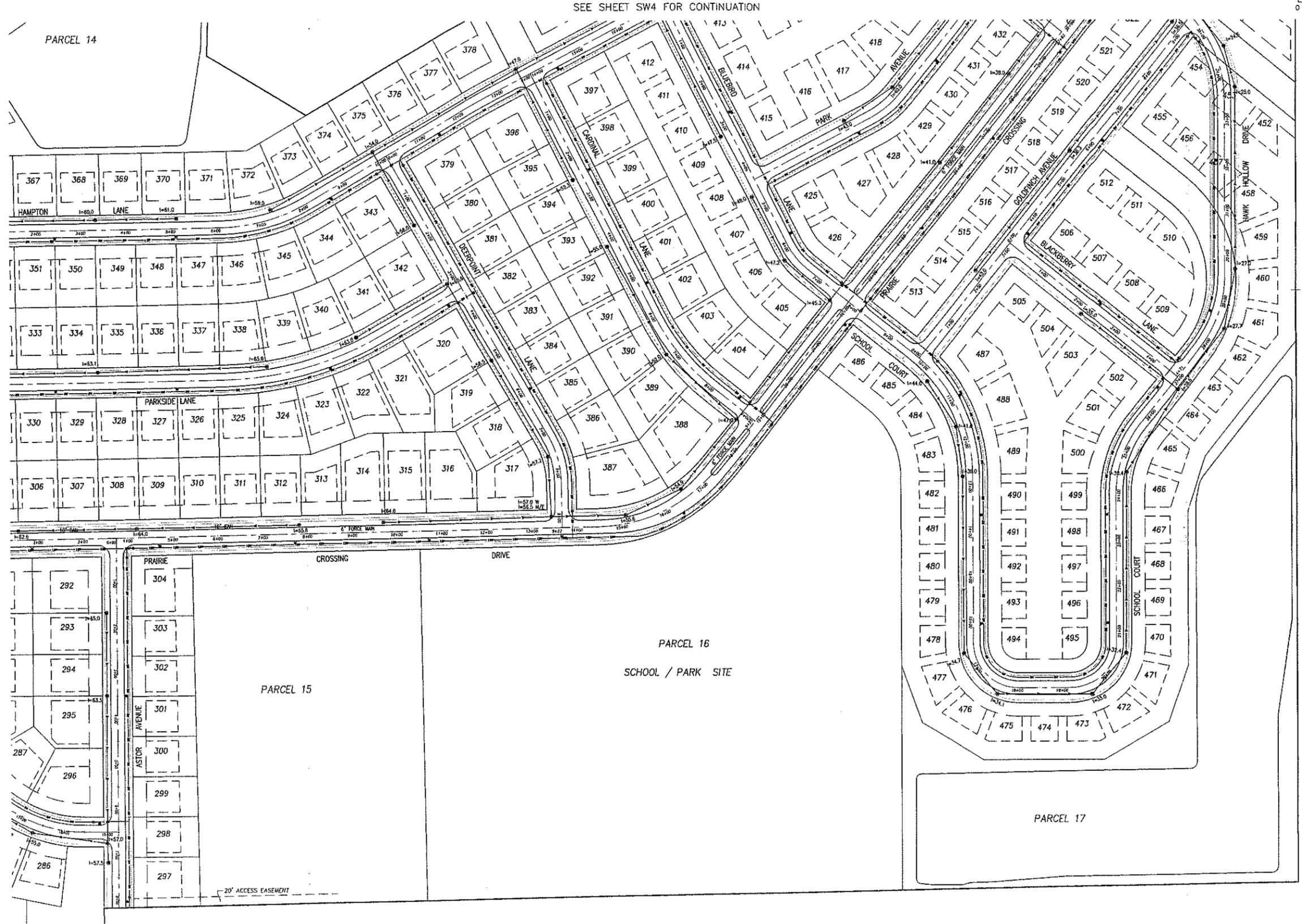
JACOB & HEFFNER ASSOCIATES, P.C.  
ENGINEERS - SURVEYORS  
788 ROOSEVELT ROAD, SUITE 100  
YORKVILLE, ILLINOIS 62458  
PHONE: (630) 942-9000  
FAX: (630) 942-1774

WYNDHAM DEERPOINT  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60542  
Phone: (630)-966-1000  
Fax: (630)-966-1006

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SW4  
16 OF 17

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SEE SHEET SW2 FOR CONTINUATION



No.	Original Plan Date	Description
7	09JUL02	REV. PER DEVELOPER
6	17JUN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	28DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY
		Original Plan Date
		Description

PRELIMINARY SANITARY AND WATERMAIN PLAN - 5

THE HIGHLANDS YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS - SURVEYORS  
788 POCOSSETT BLVD., SUITE 100  
GLEN ELI, ILLINOIS 60137  
PHONE: (630) 942-9000  
FAX: (630) 942-1774

WYNDHAM DEERPOINT  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60542  
Phone: (630)-966-1000  
Fax: (630)-966-1006

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**PERMITTED VARIATIONS AND DESIGN STANDARDS**

I. Permitted Variations to Zoning Ordinance:

A. Section 12.15.5: Sign Code

1. Increase sign face area and height standards to comply with the standards set forth in Exhibit "H" attached hereto

B. PUD for 117 Duplex lots (324 units) with common area and building envelopes in substantial conformance with the Preliminary Plan.

II. Permitted Variations to Subdivision Ordinance:

A. PUD for 117 Duplex lots (324 units) with common area and building envelopes in substantial conformance with the Preliminary Plan.

III. Permitted Variations to Building Code:

IV. Permitted Variations for Signage:

The provisions of the Zoning Ordinance are hereby varied as necessary and appropriate to permit the construction and use of those signs as identified in Paragraph 13 of this Agreement and in Exhibit "H" attached hereto

**FORM LETTER OF CREDIT OR SURETY BOND**

(See following page)

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

\_\_\_\_\_ 20 \_\_\_\_\_

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

Re: Subdivision Name  
Letter of Credit No.  
For Account of  
Amount  
Date

Gentlemen:

The undersigned \_\_\_\_\_ by \_\_\_\_\_, its' duly  
(name of financial institution) (name & title)  
authorized agent,, hereby establishes and issues this Irrevocable Letter of Credit in favor of the City  
of Yorkville in the amount of \$ \_\_\_\_\_, which represents 110% of the cost of the  
improvements described herein. Such credit is available to be drawn upon by said City upon  
presentation to this bank of your demand for payment accompanies by a copy of this Letter of Credit.

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

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

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

F-2

The development is legally described as follows:

See Attached Exhibit "A"

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

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

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

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

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

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

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

5. that the City of Yorkville has determined that the public improvements or other improvements covered by this commitment have been or are likely to be the subject of liens or other claims by contractors, subcontractors or third parties; or
6. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

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

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

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

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

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Letter of Credit may be reduced. The outstanding balance of this Letter of Credit shall be the face amount of this Letter of Credit less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Letter of Credit shall not be reduced to less than 25% of the approved engineer's estimate upon which this Letter of Credit is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Letter of Credit has been released by the City Council of the City.

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

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



**EXHIBIT "G"**

**CURRENT CITY BUILDING CODES**

1. BOCA 1999
2. Illinois State Plumbing Code
3. National Electric Code 1999
4. International Building Code 2000

**EXHIBIT "H"**

**PROJECT SIGNAGE**

- I. Onsite Project Identification Signs:
  - 1. Number: 4
  - 2. Maximum Height: 20 feet
  - 3. Maximum Sign Faces Per Sign: 2
  - 4. Maximum Sign Face Area Per Side: 200 square feet
  - 5. Illumination: Permitted
  - 6. Minimum Setback from Property Line: 5 feet
  - 7. Location: As from time to time determined by DEVELOPER
  
- II. Onsite Model Home Signs:
  - 1. Number: 1 sign for each model home
  - 2. Maximum Height: 6 feet
  - 3. Maximum Sign Faces Per Sign: 2
  - 4. Maximum Sign Face Area Per Side: 32 square feet
  - 5. Illumination: Permitted
  - 6. Minimum Setback from Property Line: 5 feet
  - 7. Location: As from time to time determined by DEVELOPER
  
- III. Onsite Directional and Information Signs:
  - 1. Number: No maximum number
  - 2. Maximum Height: 6 feet
  - 3. Maximum Sign Faces Per Sign: 2
  - 4. Maximum Sign Face Area Per Side: 16 square feet
  - 5. Illumination: Permitted
  - 6. Minimum Setback from Property Line: 5 feet
  - 7. Location: As from time to time determined by DEVELOPER
  
- IV. Onsite Sales or Marketing Signs/Flags:
  - 1. Number: 12
  - 2. Maximum Height: 10 feet
  - 3. Maximum Sign Faces per Sign: 2
  - 4. Maximum Sign Face Area Per Side: 32 square feet
  - 5. Illumination: Permitted
  - 6. Location: As from time to time determined by DEVELOPER

V. Permanent Entry Monument Signs:

Permanent entry monument signs and treatments shall be permitted in compliance with applicable provisions of the CITY Sign Ordinance and Subdivision Ordinance, or as otherwise approved by the CITY Council or Building and Zoning Officer upon request by DEVELOPER.

VI. Other Signs:

In addition to those permitted signs as identified in this Exhibit "H", DEVELOPER shall further have the right to from time to time install and utilize such other signage upon the Highlands Property as otherwise permitted pursuant to the provisions of applicable ordinances of the CITY.

**EXHIBIT "I"**

**RECAPTURE IMPROVEMENTS**

1. **To be determined.**

**EXHIBIT "J"**

**RECAPTURE AGREEMENT**

(See following six pages)

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Guerard, Kalina & Butkus  
Richard M. Guerard  
100 W. Roosevelt Road  
Wheaton, IL 60187

**RECAPTURE AGREEMENT**

THIS RECAPTURE AGREEMENT ("Agreement"), is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the UNITED CITY OF YORKVILLE, an Illinois municipal corporation ("CITY") and WYNDHAM DEERPOINT HOMES, an Illinois corporation ("DEVELOPER").

**RECITALS:**

- A. DEVELOPER is the OWNER and DEVELOPER of that certain real estate development located within the corporate limits of the CITY and commonly known as Highlands Crossing Subdivision ("Subdivision").
- B. DEVELOPER and the CITY have heretofore entered into that certain Annexation Agreement dated \_\_\_\_\_, 2002 ("Annexation Agreement") pertaining to the annexation and development of the Subdivision within the CITY.
- C. DEVELOPER desires to recapture an allocable share of the costs of constructing certain of the public improvements for the Subdivision ("Recapture Items") which will provide benefit to other properties ("Benefitted Properties") from the OWNERS of the Benefitted Properties ("Benefitted OWNERS").
- D. DEVELOPER and the CITY are desirous of entering into this Agreement to provide for the fair and allocable recapture by DEVELOPER of the proportionate costs of the Recapture Items from the Benefitted OWNERS, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **RECAPTURE ITEMS.** The Recapture Items, being elements of the public improvements to be constructed as a part of the development of the Subdivision, are identified in Attachment "A" attached hereto ("Recapture Schedule"). The Recapture Schedule identifies each Recapture Item and the estimated cost to construct each Recapture Item ("Estimated Cost"). DEVELOPER shall cause each of the Recapture Items to be constructed in compliance with the provisions of the Annexation Agreement and to be accepted and conveyed to the CITY in accordance with applicable ordinances of the CITY.

2. **BENEFITTED PROPERTIES.** The Benefitted Properties are legally described in the Recapture Schedule attached hereto as Attachment "B". Each parcel of real estate contained within the Benefitted Properties is referred to herein individually as a "Benefitted Parcel". There are a total of \_\_\_\_\_ ( ) Benefitted Parcels as identified in the Recapture Schedule.

3. **RECAPTURE COSTS.** The Recapture Item(s) which the Corporate Authorities of the CITY have determined will benefit a Benefitted Parcel, and the prorata share of the Estimated Cost of each such Recapture Item to be allocated to such Benefitted Parcel are set forth in the Recapture Schedule. The aggregate amount of the proportionate share of the Estimated Cost for each of the Recapture Items allocable to a Benefitted Parcel is referred to herein as the "Recapture Costs". The Recapture Costs for each of the Benefitted Parcels shall be as identified in the Recapture Schedule. Interest shall accrue on the Recapture Costs for the benefit of DEVELOPER at the rate of six percent (6 %) per annum from the date the Recapture Item is completed by DEVELOPER until the Recapture Cost is paid. All references to Recapture Costs herein shall include accrued interest owed thereon.

4. **COLLECTION OF RECAPTURE COSTS.** The CITY shall assess against and collect from the Benefitted OWNER of a Benefitted Parcel, or any portion thereof, his successors and assigns, the Recapture Cost, calculated under Paragraph 3 of this Agreement for such Benefitted Parcel. At such time as a Benefitted OWNER, or its agent or representative, annexes and/or subdivides a Benefitted Parcel, or any portion thereof, or subdivides the Benefitted Parcel from a larger parcel of land, or applies to the CITY for issuance of a permit for connection to all or any of the Recapture Items, whichever shall first occur, the CITY shall collect from such Benefitted OWNER, or its agent or representative, the applicable Recapture Costs, owed hereunder by such Benefitted Parcel. No Benefitted Parcel which is a part of a subdivision (whether by plat or division by deed) shall be approved or recognized by the CITY or be issued a connection permit to a Recapture Item by the CITY until such Benefitted Parcel has fully paid the applicable Recapture Costs, owed by such Benefitted Parcel under this Agreement.

5. **PAYMENT OF RECAPTURE COSTS.** Any Recapture Costs, collected by the CITY pursuant to this Agreement shall be paid to DEVELOPER, or such other person or entity as DEVELOPER may direct by written notice to the CITY, within thirty (30) days following

collection thereof by the CITY. It is understood and agreed that the CITY's obligation to reimburse DEVELOPER shall be limited to funds collected from the Benefitted OWNERS as provided herein, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the CITY to make payments from its general corporate funds or revenue.

6. **CITY'S OBLIGATION.** The CITY and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections of the Recapture Costs, for each Benefitted Parcel. Neither the CITY or any of its officials shall be liable in any manner for the failure to make such collections, and DEVELOPER agrees to hold the CITY, its officers, employees and agents, harmless from the failure to collect said fees. In any event, however, DEVELOPER and/or the CITY may sue any Benefitted OWNER owing any Recapture Costs, hereunder for collection thereof, and in the event DEVELOPER initiates a collection lawsuit, the CITY agrees to cooperate in DEVELOPER's collection attempts hereunder by allowing full and free access to the CITY's books and records pertaining to the subdivision and/or development of the Benefitted Parcel and the collection of any Recapture Costs therefor. In the event the CITY and any of its agents, officers or employees is made a party defendant in any litigation rising out of or resulting from this Agreement, DEVELOPER shall defend such litigation, including the interest of the CITY, and shall further release and hold the CITY harmless from any judgment entered against DEVELOPER and/or the CITY and shall further indemnify the CITY from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the CITY or any of its agents, officers or employees.

7. **CITY'S COLLECTION OF OTHER FEES AND CHARGES.** Nothing contained in this Agreement shall limit or in any way affect the rights of the CITY to collect other fees and charges pursuant to CITY ordinances, resolutions, motions and policies. The Recapture Costs provided for herein for each Benefitted Parcel is in addition to such other CITY fees and charges.

8. **TERM.** This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof, unless sooner terminated by the mutual agreement of the parties hereto or by the completion of all duties to be performed hereunder. In the event no portion of a Benefitted Parcel is a part of a subdivision approved or recognized by the CITY and no connection permit as aforesaid is issued by the CITY for such Benefitted Parcel within ten years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth herein pertaining to such Benefitted Parcel, shall become null and void and of no further force and effect as to such Benefitted Parcel.

9. **LIEN.** The recordation of this Agreement against the Benefitted Properties shall create and constitute a lien against each Benefitted Parcel, and each subdivided lot hereafter contained therein, in the amount of the Recapture Costs, plus interest, applicable hereunder to such Benefitted Parcel.

10. **MISCELLANEOUS PROVISIONS.**

A. **Agreement:** This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefitted Properties.

B. **Binding Effect:** Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of DEVELOPER and any successor municipal corporation of the CITY.

C. **Enforcement:** Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding in force and compel performance of this Agreement.

D. **Recordation:** A true and correct copy of this Agreement shall be recorded, at DEVELOPER's expense, with the Kendall County Recorder's office. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefitted Properties in accordance with the terms and provisions set forth herein.

E. **Notices:** Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the U.S. mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to CITY:                   United CITY of Yorkville  
                                  Attn: CITY Clerk  
                                  800 Game Farm Road  
                                  Yorkville, Il 60540  
                                  Fax: (630) 553-8330

With a copy to:             United CITY of Yorkville's Attorney  
                                  Daniel J. Kramer, esq.  
                                  1107 A1  
                                  South Bridge Street  
                                  Yorkville, Il  
                                  Fax: (630) 553-5764

If to OWNER  
and/or DEVELOPER:

Wyndham Deerpoint Homes  
605 Lindsay Circle  
North Aurora, IL. 60542  
Attn: Mary E. Krasner  
Fax: (630) 966-1006

with a copy to:

Guerard, Kalina & Butkus  
100 W. Roosevelt Road  
Wheaton, IL 60187  
Attn: Richard M. Guerard  
Fax: (630) 690-9652

F. Severability: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefitted Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.

G. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement, regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.

H. Captions and Paragraph Headings: Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

I. Recitals and Exhibits: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

J. Enforceability: This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the date first above written.

**DEVELOPER:**

**CITY:**

WYNDHAM DEERPOINT HOMES,  
an Illinois partnership

UNITED CITY OF YORKVILLE, an  
Illinois municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# YORKVILLE COMMUNITY UNIT DISTRICT 115

602 Center Parkway, Suite A, P. O. Box 579

Yorkville, IL 60560-0579

Telephone (630) 553-4382

Fax (630) 553-4398

## YORKVILLE HIGH SCHOOL

797 Game Farm Road  
Yorkville, Illinois 60560  
Telephone (630) 553-4380

## YORKVILLE MIDDLE SCHOOL

702 Game Farm Road  
Yorkville, Illinois 60560  
Telephone (630) 553-4385

## CIRCLE CENTER INTERMEDIATE SCHOOL

901 Mill Street  
Yorkville, Illinois 60560  
Telephone (630) 553-4388

## YORKVILLE GRADE SCHOOL

201 West Somonauk Street  
Yorkville, Illinois 60560  
Telephone (630) 553-4390

## BRISTOL GRADE SCHOOL

23 Hunt Street  
P.O. Box 177  
Bristol, Illinois 60512  
Telephone (630) 553-4383

January 6, 2003

Mr. Daniel J. Kramer  
Attorney - United City of Yorkville  
800 Game Farm Rd.  
Yorkville, IL 60560

RE: Annexation and Petition for approval of  
Subdivision Plat for Wyndham Deerpoint  
Homes (The Highlands subdivision)

Upon review and final approval of the Board of Education of Yorkville Community Unit School District #115, and final Annexation Agreement and Petition for approval of Subdivision Plat for Wyndham Deerpoint Homes, it will be our intent that the majority of the School Land/Cash contribution, if not all of it, is in the form of a school site being dedicated to the School District and if there is any amount still owed, that will be made by a cash contribution.

As of today, we are still discussing the Annexation Agreement with our attorney, Peter Wilson.

Sincerely,



Dr. Thomas D. Engler  
Superintendent

TDE/mlm



Exhibit "K"

**KENDALL COUNTY RIGHT-TO-FARM STATEMENT**

NOTICE:

Kendall County has a long, rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by a zoning indicator - A-1 or Ag Special Use. Anyone constructing a residence or facility near this zoning should be aware that normal agricultural practices may result in occasional smells, dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.

U:\RMG\Yorkville\highlandsannexationagr7.wpd  
05/1/01

**EXHIBIT "M"**

Special Tax Bond Policy

(See following pages)

STATE OF ILLINOIS     )  
  )ss  
COUNTY OF KENDALL    )

**RESOLUTION NO. 2002- 04**  
**RESOLUTION APPROVING SPECIAL TAX BOND POLICY**

WHEREAS, the UNITED CITY OF YORKVILLE is experiencing substantial growth for residential, commercial, manufacturing, and industrial uses which require the installation of substantial infrastructure to the City and related tax bodies; and

WHEREAS, the need for substantial installation of infrastructure has generated extra ordinary costs over and above those normally associated with the development of real property within the City limits; and

WHEREAS, the City is desirous of providing that the cost of infrastructure be borne as much as possible from private funding sources, so as not to constitute a burden on its existing citizens; and

WHEREAS, the Illinois Legislature has approved various private funding mechanisms know as Special Tax Service Areas (SSA) and Special Tax Assessment Areas (SAA), but not limited thereto, and there may be future types of private funding mechanisms created which will inure to the benefit of the UNITED CITY OF YORKVILLE and private property owners to provide private funding mechanisms for purposes of creating a fund for payment and construction of infrastructure improvements; and

WHEREAS, the UNITED CITY OF YORKVILLE through the services of private Consultants has done a study to determine the applicability of said private funding mechanisms to the creation, design, and construction of infrastructure improvements within the UNITED CITY OF YORKVILLE; and

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

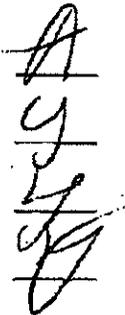
NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

MIKE ANDERSON

VALERIE BURD

LARRY KOT

ROSE SPEARS

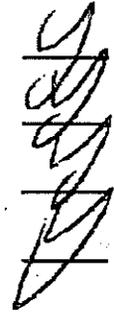


JOSEPH BESCO

PAUL JAMES

MARTY MUNNS

RICHARD STICKA



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,  
this 26th day of March, A.D. 20  



MAYOR

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

this 27th day of March, A.D. 2022.

Attest: [Signature]  
CITY CLERK



Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

M-4

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

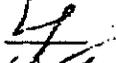
MIKE ANDERSON



VALERIE BURD



LARRY KOT



ROSE SPEARS



JOSEPH BESCO



PAUL JAMES



MARTY MUNNS



RICHARD STICKA



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,  
this 26th day of March, A.D. 20  



MAYOR

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

this 27<sup>th</sup> day of March, A.D. 2022.

Attest:

  
CITY CLERK



Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

M-4

## AGREEMENT

THIS AGREEMENT, made this 17 day of December 2002 by and between WYNDHAM DEERPOINT HOMES, an Illinois partnership, and CREEK PARTNERS, LLC, an Illinois limited liability company, (hereinafter referred to as "OWNER/DEVELOPER"), and MARY BLOCK,

WHEREAS, OWNER/DEVELOPER are in the process of annexing to the City of Yorkville for the purpose of building a residential development on certain property in Kendall Township, Kendall County, Illinois, and

WHEREAS, MARY BLOCK is an owner of certain properties which abut and are effected by such development, and

WHEREAS, the parties desire to enter into an Agreement reflecting their mutual interests,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

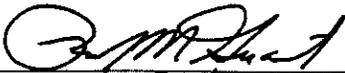
1. That OWNER/DEVELOPER shall install various plantings along the common boundary between the property of MARY BLOCK and the OWNER/DEVELOPER in accordance with plans dated July 3<sup>rd</sup>, 2002 and known as Project No. WY 0206, all of which will be installed and completed prior to any building permits being issued in the proposed development.
2. That OWNER/DEVELOPER of property shall construct a tile from point of discharge from Developer's property on the Southerly corner of Developer's property located on the division line between Sections 9 and 10, Kendall Township, Kendall County, Illinois, to a point approximately 1700 feet in length on certain land owned by the MARY BLOCK located in the Westerly one-half of Section 10, Kendall Township, Kendall County, Illinois, at which grass waterway begins. Said tile shall be constructed of a size no less than the size of the discharge at the point of discharge from the Developer's property and shall include approved erosion control measures at its discharge onto the said grass waterway to prevent future erosion. Such approval shall be made by the City of Yorkville engineers and the engineers of MARY BLOCK.
3. That OWNER/DEVELOPER shall install and hook up a two-inch (2") water line from an existing well located on the MARY BLOCK property located in the Southeast Quarter of Section 3, Kendall Township, Kendall County, Illinois, for the purpose of watering cattle owned by Mary Block located on the MARY BLOCK real estate located in the Southwest Quarter of Section 3 and elsewhere, all in accordance with the proposal of H D Backhoe Services, LLC dated November 7<sup>th</sup>, 2002, a copy of which is attached hereto, and the installation of two (2) tanks for said watering purposes in accordance with the bid of Grainco FS, Inc. as attached hereto.
4. That OWNER/DEVELOPER agree to reimburse MARY BLOCK in the sum of Five

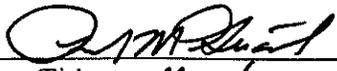
Hundred (\$500.00) Dollars in fencing expenses and also the costs of electrical connections.

WYNDHAM DEERPOINT HOMES,  
an Illinois partnership, and CREEK  
PARTNERS, LLC, an Illinois limited  
liability company, OWNER/DEVELOPER

MARY BLOCK

Mary C Block

BY:   
Title: Partner

BY:   
Title: Member

H.D. BACKHOE SERVICE, LLC

P.O. Box 158  
YORKVILLE, IL 60560

# PROPOSAL

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

(630) 553-5556 FAX (630) 553-1810

To: Sunny Valley

Rt. 126

Yorkville, IL 60560

JOB NAME NO	
LOCATION	
Att : Chris	
PHONE	DATE

November 7, 2002

We hereby submit specifications and estimates for:

### Install and hook – up 2" water line for cattle watering tanks with concrete pad.

2000ft. 2" SDR pipe 240 test	\$2,500.00
Machine and labor	\$3,720.00
Manhole and frame with lid	\$1,200.00
2 – 1" hydrant	\$320.00
Plumber and fittings	\$300.00
3/6 Wire 2000ft.	\$900.00
Concrete pads	\$1,600.00
Tax on materials:	\$267.30
	<b>\$10,807.30</b>

Electric hook – up by others

### Subject to County Approval

~~Coring Hole in Wall (\$600 if applicable)~~

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of:

**Backfill to rough grade – Landscaping NOT included**

~~Frost of 4" or more will be an additional charge at hourly rates~~ \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payable within 30 days of job completion.

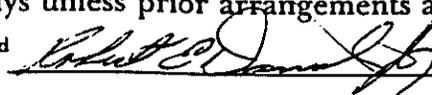
**Ten Thousand Eight Hundred Seven and 30/100**

**\$10,807.30**

A 1.5% charge will be added to all payments after 30 days unless prior arrangements are made.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL** – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# GRAINCO FS INC.

MORRIS, ILLINOIS 60450

Mazon (815) 448-2151 Morris (815) 942-3210  
 Minooka (815) 467-6665 Dwight (815) 584-3429  
 Yorkville (630) 553-7471 Newark (815) 695-5213  
 Lisbon Center (815) 475-4111

CUSTOMER'S ORDER NO		PHONE		DATE		
Fax		630-553-5179		10/17/02		
NAME						
Sunny Valley Farm						
ADDRESS						
Bid for Future Order						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT
QTY.	DESCRIPTION				PRICE	AMOUNT
2	Mira Fount 6001 Big Spring contains Electric Heat (Dimensions 90"L x 33"W and Drinker height 24")				769 <sup>50</sup> / <sub>ea</sub>	1539 <sup>00</sup>
2	Freight				55 <sup>00</sup> / <sub>ea</sub>	110 <sup>00</sup>
	total					1649 <sup>00</sup>
Thank You!						
FUTURE DELIVERY ORDER					TAX	
RECEIVED BY						



# United City of Yorkville

County Seat of Kendall County  
800 Game Farm Road  
Yorkville, Illinois 60560  
Phone: 630-553-4350  
Fax: 630-553-7575

# Fax

Date: 2/3/03 Pages: 5 (Including cover sheet)

To: Dan Kramer Fax #:

Company Name:

From: Liz Daura

Re: The Highlands - Agreement w/Mary Bloch

CC:

- Urgent     For Review     Please Comment     Please Reply

● Comments:  
F Y I,

If you do not receive this transmission in its entirety, or have any problems with the receipt of this transmission, contact the sender immediately. If you have received this facsimile in error, please notify us by telephone immediately. The contents of this facsimile transmission are confidential and are not intended for distribution or publication without the sender's prior written consent.

# HP LaserJet 3330



City of Yorkville  
630-553-7575  
Feb-3-2003 12:56PM

## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
741	2/ 3/2003	12:54:31PM	Send	5535764	2:01	5	OK



**United City of Yorkville**  
County Seat of Kendall County  
800 Game Farm Road  
Yorkville, Illinois 60580  
Phone: 630-563-4330  
Fax: 630-562-7575

## Fax

Date: 2/3/03 Pages: 5 (Including cover sheet)

To: Dan Kramer Fax #:

Company Name:

From: Liz Danna

Re: The Highlands - Agreement w/ Mary Block

CC:

Urgent  For Review  Please Comment  Please Reply

Comments:

F Y I

If you do not receive this transmission in its entirety, or have any problems with the receipt of this transmission, contact the sender immediately. If you have received this facsimile in error, please notify us by telephone immediately. The contents of this facsimile transmission are confidential and are not intended for distribution or publication without the sender's prior written consent.



## United City of Yorkville

*County Seat of Kendall County*

800 Game Farm Road  
Yorkville, Illinois 60560  
Phone: 630-553-4350  
Fax: 630-553-7575

November 13, 2003

Mayor Arthur Prohaska  
United City of Yorkville  
800 Game Farm Rd.  
Yorkville, IL 60560

RE: Raintree Village

Dear Art:

Enclosed please find the original Agreement Letter with the Yorkville Community Unit School District and the Developer. This is the original of the photocopy that we reviewed and discussed at staff meeting with Tony about two weeks.

I have spoken personally on two occasions with Attorney Peter K. Wilson on behalf of the School District. I indicated that the Letter is in conformance with the Annexation/PUD Agreement and conforms to the contribution level required in the Agreement, and that the procedure to be used is acceptable to the City. I further informed him that we are not taking any position on whether the fees are allocated at the time of filing each particular plat or one lump sum payment since the City took no part in the negotiation of those terms. Based upon that discussion I would recommend you sign the agreement and forward the original to Dr. Engler. Please keep a copy for the City files and send me a signed copy as well.

Very Truly Yours,

Daniel J. Kramer,  
Attorney at Law

DJK/cth

**MICKEY, WILSON, WEILER, RENZI & ANDERSSON, P.C.**

ATTORNEYS AT LAW

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AURORA, ILLINOIS 60506

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WRITER'S E-MAIL: pkw@mickeywilson.com

November 12, 2003

Mr. Daniel J. Kramer  
1107A South Bridge Street  
Yorkville, IL 60560

Re: Yorkville Community District #115  
Raintree Village, f/k/a Highlands Subdivision

Dear Dan:

Enclosed is an original Letter Agreement executed by all parties except the City of Yorkville. Could you please have it signed by the City and circulate copies to all parties. Thank you for your cooperation.

Very truly yours,



Peter K. Wilson, Jr.

PKW:mar

Enclosure

cc: Dr. Thomas Engler

# YORKVILLE COMMUNITY UNIT DISTRICT 115

602 Center Parkway, Suite A, P. O. Box 579

Yorkville, IL 60560-0579

Telephone (630) 553-4382

Fax (630) 553-4398

## YORKVILLE HIGH SCHOOL

797 Game Farm Road  
Yorkville, Illinois 60560  
Telephone (630) 553-4380

## YORKVILLE MIDDLE SCHOOL

702 Game Farm Road  
Yorkville, Illinois 60560  
Telephone (630) 553-4385

## CIRCLE CENTER INTERMEDIATE SCHOOL

901 Mill Street  
Yorkville, Illinois 60560  
Telephone (630) 553-4388

## YORKVILLE GRADE SCHOOL

201 West Somonauk Street  
Yorkville, Illinois 60560  
Telephone (630) 553-4390

## BRISTOL GRADE SCHOOL

23 Hunt Street  
P.O. Box 177  
Bristol, Illinois 60512  
Telephone (630) 553-4383

October 31, 2003

Michael Godek  
Concord Homes  
1540 E. Dundee Rd.  
St. 350  
Palatine, IL 60074

Richard Guerard  
Wyndham Deerpoint  
605 Lindsay Circle  
North Aurora, IL 60542

Mayor Art Prochaska  
City of Yorkville  
800 Game Farm Rd.  
Yorkville, IL 60560

Re: Raintree Village, f/k/a Highlands Subdivision  
Yorkville community Unit School District #115

Gentlemen:

This will confirm the prior conversations between Concord's counsel, Brian Meltzer, Mr. Rich Gerard of Wyndham Deer point, and our counsel, Peter K. Wilson, Jr., concerning the process for the payment and expenditure of certain of the impact fees required under Section 12A of the Amendment to Annexation Agreement dated January 1, 2002 and covering the above-referenced subdivision.

The school contribution contained in that Agreement provides, among other matters, for a school contribution of \$3,000 per unit. One-half of \$1,500 per unit, is to be paid at the time of filing of final plat, and the balance is paid at the rate of \$1,500 per unit on a per building permit basis. The Agreement contemplates the amount paid with final plat shall be deposited in escrow, and that the escrowed funds will be used by the District to build a school or schools on the land dedicated in the subdivision for a school site.

Per the above-referenced discussions, the parties have agreed that, in lieu of a formal escrow, the funds will be paid directly to the School District, and a receipt given by the District to be used by the Developer for obtaining approval by the City of Yorkville of its final plat. Pursuant to that Agreement, the School District shall segregate said funds into a separate account. At such time as the School District is ready to proceed with the construction of a school on the site dedicated in the subdivision, and prior to utilizing the funds set aside for such purpose, the School District will give formal notice of such to Concord Homes, Wyndham Deerpoint Homes, and to the City of Yorkville.



If you are in agreement with the foregoing, please sign and return a copy of this correspondence to the undersigned.

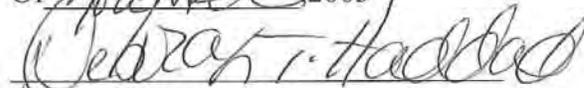
Sincerely,



Dr. Thomas D. Engler  
Superintendent

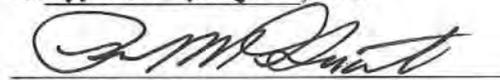
TDE/mlm

Agreed to and accepted this 14<sup>th</sup> day  
Of November, 2003



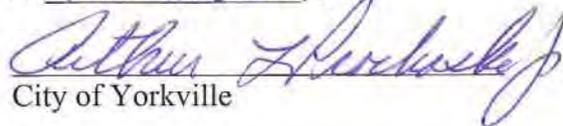
Concord Homes

Agreed to and accepted this 15<sup>th</sup> day  
Of November, 2003



Wyndham Deerpoint

Agreed to and accepted this 14<sup>th</sup> day  
Of November, 2003



City of Yorkville

# EXHIBIT C

STATE OF ILLINOIS        )  
                                  ) ss  
COUNTY OF KENDALL     )

200300002858  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
01-28-2003 At 02:16 PM.  
ORDINANCE                   18.00

## ORDINANCE NO. 2002 - 5a

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN AMENDMENT TO ANNEXATION AGREEMENT,  
ANNEXATION AGREEMENT AND  
PLANNED UNIT DEVELOPMENT AGREEMENT OF  
WYNDHAM DEERPOINT HOMES and  
CREEK PARTNERS, L.L.C.  
(THE HIGHLANDS SUBDIVISION)**

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement pertaining to the annexation and development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1, as amended, for the execution of said Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement has been fully complied with; and

WHEREAS, the property is contiguous to the City.

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 Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement concerning the annexation and development of the real estate described therein, a copy of which Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

MIKE ANDERSON	<i>yes</i>	JOSEPH BESCO	<i>yes</i>
VALERIE BURD	<i>yes</i>	PAUL JAMES	<i>yes</i>
LARRY KOT	<i>yes</i>	MARTY MUNNS	<i>absent</i>
ROSE SPEARS	<i>yes</i>	RICHARD STICKA	<i>yes</i>

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

10<sup>th</sup> day of December, A.D. 2002

  
MAYOR

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

10<sup>th</sup> day of December, A.D. 2002.

Attest:   
CITY CLERK

Prepared by and return to:  
Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

Wehrli Property  
Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88° 56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 29" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL BEARING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

200300002859  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
01-28-2003 At 02:16 PM.  
ANNEX AGREE 106.00

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**AMENDMENT TO ANNEXATION AGREEMENT,  
ANNEXATION AGREEMENT AND  
PLANNED UNIT DEVELOPMENT AGREEMENT**  
(The Highlands Subdivision)

THIS AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT ("**Agreement**"), is made and entered as of the 10<sup>th</sup> day of Dec., 2002, by and between WYNDHAM DEERPOINT HOMES, an Illinois partnership ("**OWNER and DEVELOPER**") CREEK PARTNERS, L.L.C., an Illinois limited liability company ("**OWNER**"), and the UNITED CITY OF YORKVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("**City**") by and through its Mayor and Alderman ("**Corporate Authorities**"). OWNER, DEVELOPER and the City are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS:**

A. OWNER is the OWNER of record of those certain parcels of real estate legally described on Exhibit "A" attached hereto ("**Highlands Property**").

B. OWNER and the City, together with the OWNER of certain other property have heretofore entered into that certain Annexation Agreement dated March 28, 1997 and amended June 24, 1999 with City ("**Annexation Agreement**") which provided for, among other things, the annexation of a portion of the Highlands Property to the City. Annexed as a part of the Annexation Agreement was a parcel of property adjacent to the west, of approximately 186 acres commonly referred to as the Doeschtman property ("**Doeschtman Property**").

C. The Doeschtman Property has heretofore been annexed to the corporate limits of the City in accordance with the provisions of the Annexation Agreement.

D. The OWNER is in fee title to the property contiguous to the Doeschtman Property and commonly known as the Wehrli Parcel ("**Wehrli Parcel**") (approximately 134 acres) The Doeschtman and Wehrli Properties are collectively referred to as the Highlands Property). The OWNER desires to annex additional property on exhibit A to the City for the purposes of developing one contiguous planned unit development (PUD) known as the Highlands Subdivision (approximately 320 acres).

E. DEVELOPER desires to proceed with the development thereof for residential use in accordance with the terms and provisions of this Agreement.

F. DEVELOPER further desires to amend the Annexation Agreement as it pertains to the Doetschman Property in accordance with the terms and provisions of this Agreement in order to facilitate the development of the Property for a residential Planned Unit Development, and the City is agreeable to amending the Annexation Agreement as it pertains to the Doetschman Property in accordance with the terms and provisions of this Agreement. This Agreement is not intended, and shall not be construed, to alter or amend the Annexation Agreement and the rights, duties and obligations thereunder as the same pertains to the other real estate being the subject of the Annexation Agreement.

G. DEVELOPER proposes that a portion of the Highlands Property as legally described and depicted in Exhibit "B" attached hereto ("**R-2 Parcel**") be rezoned as a PUD under the R-2 One-Family Residence District, and R-2d2, duplex provisions of the City Zoning Ordinance ("**Zoning Ordinance**"), Residence District with a Special Use for a Planned Unit Development with single-family, and duplex residences.

H. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of the City upon the matters covered by this Agreement.

I. The City and DEVELOPER have given all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and the City Code.

J. The Corporate Authorities, after due and careful consideration, have concluded that the Agreement of the Annexation Agreement in accordance with the terms and provisions of this Agreement, and the rezoning, subdivision and development of the Doetschman and Wehrli Property as provided for herein, will inure to the benefit and improvement of the City in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of the City and will otherwise enhance and promote the general welfare of the people of the City.

K.

- (i) Each party agrees that it is in the best interests of the OWNER and DEVELOPER and the City to annex and develop the subject real property described in the Attached

Exhibit "A" as a Planned Unit Development (PUD) establishing a unique character and to provide for the orderly flow of traffic in the development and to adjoining real property.

- (ii) Each party agrees that it is in the best interest of the local governmental bodies affected and the DEVELOPER and OWNER to provide for specific performance standards in the development of the subject property.
- (iii) Each party agrees that a substantial impact will be had on the services of the United City of Yorkville and the Yorkville School District by development of said real property.
- (iv) The subject real property is located contiguous to the corporate boundaries of the CITY; and not within the corporate boundaries of any other municipality.

L. It is the desire of the CITY, DEVELOPER and OWNER that the development and use of the Highlands Property proceed as conveniently as may be, in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of the CITY now in force and effect, except as otherwise provided in this Agreement.

M. The CITY's Plan Commission has considered the Petition, and the CITY Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNER/DEVELOPER.

N. The OWNER/DEVELOPER and its representatives have discussed the proposed annexation and have had public meetings with the Plan Commission and the CITY Council, and prior to the execution hereof, notice was duly published and a public hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree to enter into this Agreement and to supplement and in addition to the Petition for Zoning and Annexation and drawings submitted therewith, including the approved Preliminary Plat of Subdivision to be approved by the CITY Council upon the following terms and conditions and in consideration of the various agreements made between the parties:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of the CITY Ordinances and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. ZONING. As soon as reasonably practicable following the execution of this Agreement, the Corporate Authorities shall adopt such ordinances as may be necessary and appropriate to rezone the Property under the R-2 One-Family Residence District and R2D-2 Duplex Two Family Residence District of the CITY Zoning Ordinance ("**Zoning Ordinance**"), One Family Residence District with a Special Use for a Planned Unit Development. The zoning map of the CITY shall thereupon be modified to reflect the classifications of the Highlands Property as aforesaid.

3. SUBDIVISION OF HIGHLANDS PROPERTY.

A. Approval of Preliminary Plan (Preliminary Plat, Preliminary Landscaping and Preliminary Engineering). DEVELOPER has submitted to the CITY a preliminary plat of subdivision for the Highlands Property prepared by Land Vision, Inc., a copy of which preliminary plat is attached hereto and made a part hereof as Exhibit "C" ("**Preliminary Plat**"). DEVELOPER has also submitted to the CITY a preliminary landscape plan for the Highlands Property (Prepared by Gary Webber and Associates, a copy of which is attached hereto as Exhibit "C-1" ("**Preliminary Landscape Plan**") and preliminary engineering prepared by Jacob and Heffner Associates, P.C., a copy of which preliminary engineering is attached hereto as Exhibit "D" ("**Preliminary Engineering**"). The Preliminary Plat, Preliminary Landscape Plan and Preliminary Engineering are collectively referred to as the **Preliminary Plan**. Prior to execution of this Agreement, DEVELOPER has submitted the Preliminary Plan to the Plan Commission of the CITY and said Plan Commission has recommended approval of the Preliminary Plan as complying with all the provisions of the Subdivision Regulations and the Zoning Ordinance of the CITY, except for those items for which variations or deviations have been granted, as set forth in this Agreement. In accordance with the development concepts set forth on the Preliminary Plan, the Highlands Property shall be developed in substantial accordance with the one family and two family dwelling unit concepts set forth therein, with a total buildable subdivided lot count of 405 one family lots and 117 two family lots (234 units) (639 total dwelling units) within the Highlands Property, subject to Final Plat and Final Engineering review, as defined in Paragraph 3.B hereof.

The Highlands Property shall be developed in the manner and in accordance with the development concept set forth in the Preliminary Plat, and such development shall be in full conformance with the CITY's Zoning Ordinance, Subdivision Regulations, Building Code, and other CITY ordinances, codes, rules and regulations pertaining to the development of the Highlands Property as provided in Paragraph 8 of this Agreement, except as otherwise modified or varied pursuant to the terms of this Agreement. The engineering design for the sanitary sewer, water, storm sewer

service and the storm water retention/detention, as well as the streets and sidewalks within, upon and serving the Highlands Property, shall be substantially as provided in the preliminary engineering plans attached hereto on Exhibit "D" . The Preliminary Plat, Preliminary Landscape Plan and Preliminary Engineering are referred to herein collectively as the "**Preliminary Plan**". Developer agrees to conform its Final Plan to provide the buffering and screening agreed to between DEVELOPER and the adjoining owners and to complete any written agreements made by DEVELOPER with the adjoining owners of the subject property.

- B. Approval of Final Plat and Final Engineering. DEVELOPER shall have the right to develop the Highlands Property in such number of phases or units (individually a "**Phase of Development**" and collectively the "**Phases of Development**") as DEVELOPER may from time to time determine in its sole discretion. Upon the submittal by DEVELOPER to the CITY of a final plat of subdivision ("**Final Plat**"), final landscape plan ("**Final Landscape Plan**") and final engineering plans ("**Final Engineering**") for a Phase of Development, which substantially conform with the Preliminary Plans as to such Phase of Development, the CITY shall promptly approve such Final Plat, so long as it is in substantial conformity with the approved Preliminary Plan, and that DEVELOPER is not in material breach or default as to any terms of this Agreement, Final Landscape Plan and Final Engineering in compliance with applicable law and cause the Final Plat to be duly recorded with the Kendall County Recorder's office provided DEVELOPER complies with applicable CITY regulations pertaining to (i) the posting of the applicable Security Instruments, as defined in Paragraph 6 of this Agreement, for such Phase of Development, (ii) the payment of applicable fees to the CITY as provided for in this Agreement and (iii) the procurement of such approvals as may be required by other governmental authorities with jurisdiction thereover. The Final Plat, Final Landscape Plan and Final Engineering are referred to herein collectively as the "**Final Plans**". Concurrent with and prior to recording a Final Plat the CITY's review of Final Plans for a Phase of Development, DEVELOPER shall submit to the CITY for its review a copy of the Declaration of Covenants, Restrictions and Easements (or similarly named document) ("**Declaration**") which will be used by DEVELOPER to establish the covenants, conditions and restrictions for such Phase of Development. The Declaration shall provide for the authority of DEVELOPER and/or the CITY to establish an association or associations of homeowners (each a "Homeowners Association") which shall have Primary Responsibility, as defined in Paragraph 21 hereof, for the ownership, care and maintenance of the common open space areas within the Highlands Property as listed in Exhibit "K" attached hereto ("**Common Facilities**") and the collection of assessments from the association members to defray the cost thereof. The Declaration shall be recorded against each Phase of Development simultaneously with the recording of the Final Plat for each Phase of

Development. The SSA, as defined in Paragraph 21 of this Agreement, shall be utilized by the CITY to carry out the Secondary Responsibility, as defined in said Paragraph 21, to fund the cost of maintaining the Common Facilities.

- C. DEVELOPER agrees to conform its Final Engineering and Final Plats to provide the buffering and screening agreed to between DEVELOPER and the adjoining OWNER of the subject property.
- D. Right to Farm Disclosure. DEVELOPER agrees to include Kendall County "Right to Farm Statement" language attached hereto as Exhibit "L" on each Final Plat of Subdivision.

4. VARIATIONS FROM LOCAL CODES. The specific variations and deviations from the CITY's ordinances, rules, and codes as set forth in Exhibit "E" attached hereto have been requested, approved and are permitted with respect to the development, construction, and use of the Highlands Property ("**Permitted Variations**").

5. UTILITIES AND PUBLIC IMPROVEMENTS. OWNER and DEVELOPER agree that any extension and/or construction of these utilities and public improvements shall be performed in accordance with existing CITY subdivision regulations as varied by this Agreement, and such work and the cost thereof shall be the sole responsibility of DEVELOPER, except as otherwise provided in this Agreement:

- A. Sanitary Sewer Facilities. DEVELOPER shall cause the Highlands Property, or such developable portions thereof as may be appropriate, to be annexed to the Yorkville-Bristol Sanitary District ("**Yorkville Bristol**" or "**YBSD**") for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of Yorkville-Bristol. The installation of sanitary sewer lines to service the Highlands Property and the connection of such sanitary sewer lines to the existing sewer lines of Yorkville-Bristol shall be carried out in substantial compliance with the Final Engineering as approved by the CITY for each Phase of Development. The CITY shall fully cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, permitting the construction and connection of the sanitary sewer lines to the Yorkville-Bristol facilities, in order to facilitate the development and use of each Phase of Development of the Highlands Property. The sanitary sewer mains constructed by DEVELOPER for each Phase of Development which are eighteen (18) inches or more in diameter ("**Large Lines**") shall be conveyed to Yorkville-Bristol and Yorkville-Bristol shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Large Lines, and the sanitary sewer lines which are smaller than fifteen inches in diameter ("**Small Lines**") shall be conveyed to the CITY and the

CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Small Lines following the CITY's acceptance thereof, which acceptance shall not be unreasonably denied or delayed.

DEVELOPER agrees to prepay certain fees necessary to construct and upgrade certain off-site sanitary sewer improvements. DEVELOPER shall pay at the time of recording the Final Plat for the first phase of the Highland Subdivision the following fees for the entire subdivision:

Annexation fee to the Yorkville Bristol Sanitary District	\$480,528.00
YBSD interceptor fee 320 acres @ \$2,925	936,000.00
CITY Sanitary Sewer Fee 639 units @ \$1,800	1,150,200.00
CITY River Crossing Fee 639 units @ 122.50	78,277.50
	<hr/>
	\$2,645,005.50

The CITY in cooperation with the YBSD shall pay the cost of the new river crossing of the sanitary sewer from the YBSD plant and the extension of the interceptor from the river crossing through the Highlands Subdivision to the Coach Road Hills Subdivision at the southern boarder of the Highlands Subdivision. Capacity needs for all of DEVELOPER's Highlands units for which it is prepaying fees shall be the first reserved in all allotments of P.E. and sewer capacity by the CITY for present and future sewer, extension, renovation and repair. Notwithstanding in the above to the contrary, the first available permits, to a total of 328 shall be shared 151 permits to the Highlands Subdivision and 177 permits to the Coach Road Hill Subdivision, in accordance with their annexation agreement, as amended, with the CITY. Subsequent to the issuance of the first 328 permits issued, the remaining available permits shall be shared, in a proportion of 70% to the Highlands Subdivision and 30% to the Coach Road Hills Subdivision, until the Hydraulic Avenue/Commonwealth Edison interceptor is complete with the new river crossing. There shall be no limit on the number of connection permits or other sewer or utility permits, that can be granted at any given time period during he development and all permits shall be processed in a timely fashion. Up to 151 homes can be served on a temporary basis by a pump station and force main to the Route 47 Sanitary Sewer Interceptor until the Commonwealth Edison Interceptor is available to serve that portion of the Subject Property. In addition to the above fees, the DEVELOPER agrees to fund up to an additional \$234,000, toward the cost of the construction Commonwealth Edison Interceptor (includes construction of Hydraulic Avenue portion of the interceptor), at the time of its construction. The DEVELOPER shall have a right of Recapture, in accordance with the provisions of this agreement, for the portion of the costs it will have paid which exceeds its proportionate share of such costs of the identified service area as set out in the Recapture Agreement. The DEVELOPER recapture costs for sewer shall be repaid by CITY by use of the user

fee which it collects in the CITY utility bill (currently \$108.00 per year per unit) from units with the Highlands Subdivision until the costs and any accrued interest is repaid to DEVELOPER.

- B. Water Facilities. The CITY represents that the water distribution system of the CITY currently has and the CITY will reserve sufficient capacity to service the Highlands Property with potable water for domestic water consumption and fire flow protection, if the Highlands Property is developed in accordance with this Agreement. The CITY further agrees, following acceptance by the CITY of the public improvements constructed within the Highlands Property, to maintain said water distribution system to and within the Highlands Property. The CITY further agrees to cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, to permit the Highlands Property to be served with potable water and fire flow protection. In addition, the CITY will accept dedication of, and thereafter maintain, all primary water lines constructed by DEVELOPER in substantial conformity with the Final Engineering for each Phase of Development, pursuant to applicable provisions of the Subdivision Ordinance and other applicable codes and ordinances of the CITY. Location and size of the water lines to be installed by DEVELOPER shall be in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development. The CITY agrees that it shall, without cost to DEVELOPER, extend its existing water main to the Highlands Subdivision. DEVELOPER shall connect the Highlands Property to the CITY water supply system in accordance with the approved engineering. The CITY shall, at its expense, procure sufficient temporary construction and permanent utility easements adjacent to the northerly right-of-way line for route 71 (“**Offsite Water Easements**”) to enable the CITY to construct the Offsite Water Extension in a timely manner to provide water service to the Highlands Property. The CITY shall exercise good faith and due diligence to complete the development shall be as provided by ordinance for all properties in the CITY, except as otherwise provided herein. DEVELOPER agrees to prepay the CITY’s water connection fee of \$800.00 per unit to the total number of permits for which the CITY will commit to provide water service prior to completion of the construction of the water tower on site. **The amount of permits the CITY shall make available shall be 250 permits (total fee is 639 units @ 800 = \$511,200.00).** Such payment shall be used towards the construction of a water tower and booster station to serve the Highlands Property to be constructed by CITY. The CITY shall use its best efforts timely secure all necessary permits and commence construction of the water tower contemplated under the terms of this Agreement. The OWNER shall dedicate a one acre site to the CITY for use of the CITY water department and for use of the construction of a water tower. The location shall be identified in the Final Engineering and as a lot on the Final Plat.

C. Storm Water Facilities.

1. DEVELOPER shall provide for storm water drainage and the retention/detention thereof upon and from the Highlands Property, in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development, in the following manner:
  - a. Installation of underground sewers within that part of the Highlands Property to be developed and improved with buildings, structures, streets, driveways, and other locations as identified on the Preliminary Engineering, which improvements shall be conveyed to the CITY and thereafter owned and maintained by the CITY.
  - b. Installation of graded, open swales or ditches and storm water retention/detention areas as depicted on the Preliminary Engineering within that part of the Highlands Property designated on the Preliminary Engineering for such purpose, subject to review and approval of Final Engineering for each Phase of Development.
2. The CITY, for the full term of this Agreement, and any extension thereof, shall require no more than that degree and type of storm water retention/detention as is currently called for in the existing ordinances of the CITY.

D. Sidewalks and Street Related Improvements. DEVELOPER shall cause the curb, gutter, street pavement, street lights, recreational path and public sidewalks, to be installed upon the Highlands Property in substantial conformity with the Final Engineering as approved for each Phase of Development and the applicable provisions of the Subdivision Regulations of the CITY, as modified or varied pursuant to this Agreement. Notwithstanding anything contained herein or in any CITY ordinance, rule or regulation to the contrary, all public sidewalks and parkway landscaping to be constructed or installed upon the Highlands Property pursuant to the approved Final Engineering for each Phase of Development shall be installed and completed on a lot by lot or block by block basis, and need not be installed or completed by DEVELOPER as a part of the public improvements for each Phase of Development. The CITY shall accept the ownership and maintenance responsibility of the portions of the Trail System/Bike Path, constructed in accordance with the Final Plat and Final Engineering, located in the public right of way.

6. SECURITY INSTRUMENTS.

- A. Posting Security. DEVELOPER shall deposit, or cause to be deposited, with the CITY such irrevocable letters of credit, contractor's performance bonds or surety bonds ("**Security Instruments**") to guarantee completion and maintenance of the public improvements to be constructed as a part of the development of each Phase of Development as are required by applicable ordinances of the CITY. The amount and duration of each Security Instrument shall be as required by applicable ordinances of the CITY. All such Security Instruments if in the form of an irrevocable letter of credit shall be substantially in the form set forth in Exhibit "F", attached hereto. The CITY Council, pursuant to recommendation by the CITY Engineer, shall from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of ninety percent (90%) of the value certified by the CITY Engineer of the completed work, so long as the balance remaining in the Security Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the applicable Phase of Development. The Security Instruments for the public improvements for each Phase of Development shall be deposited with the CITY prior to the recordation of the Final Plat for each Phase of Development.
- B. Release of Underground. Upon completion and inspection of underground improvements in each Phase of Development; and acceptance by the CITY engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the CITY Subdivision Control Ordinance.
- C. Release of Streets. Upon completion of street and related road improvements in each Phase of Development; and acceptance by the City engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the City Subdivision Control Ordinance.
- D. Transfer and Substitution. Upon the sale or transfer of any portion of the Highlands Property, DEVELOPER shall be released from the obligations secured by its Security Instruments for public improvements upon the submittal and acceptance by the CITY of a substitute Security Instrument approved by the CITY, securing the costs of the improvements set forth therein by the proposed DEVELOPER.
7. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS. The public improvements constructed as a part of the development of each Phase of Development shall be accepted by the CITY pursuant to the provisions of the Subdivision Ordinance. The CITY shall exercise good faith and due diligence in accepting said public improvements following

DEVELOPER's completion thereof for each Phase of Development in compliance with the requirements of said ordinance, and shall adopt the resolution accepting said public improvements not later than thirty (30) days following the submission of the as built plans.

8. AMENDMENTS TO ORDINANCES. All ordinances, regulations, and codes of the CITY, including, without limitation those pertaining to subdivision controls, zoning, storm water management and drainage, building requirements, official plan, and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Agreement, shall apply to the Highlands Property and its development for a period of five (5) years from the date of this Agreement. Any Agreements, repeal, or additional regulations which are subsequently enacted by the CITY shall not be applied to the development of the Highlands Property except upon the written consent of DEVELOPER during said five (5) year period. After said five (5) year period, the Highlands Property and its development will be subject to all ordinances, regulations, and codes of the CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved for the Highlands Property, alter or eliminate any of the ordinance variations provided for herein, nor result in any subdivided lot or structure constructed within the Highlands Property being classified as non-conforming under any ordinance of the CITY. The foregoing to the contrary notwithstanding, in the event the CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the Highlands Property pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Highlands Property and be complied with by DEVELOPER, provided, however, that any so called "grandfather" provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Highlands Property shall be given full force and effect.

9. BUILDING CODE. The building codes for the CITY in effect as of the date of this Agreement are as set forth in Exhibit "G". Notwithstanding the provisions of Paragraph 8 of this Agreement, all national Agreements, deletions, or additions to the building codes of the CITY pertaining to life/safety considerations adopted after the date of this Agreement, shall be applicable to the Highlands Property upon the expiration of the twelfth (12<sup>th</sup>) month following the effective date of such Agreement, deletion, or addition, whether during the five (5) years next following the date of this Agreement, or any time thereafter, except as to those items expressly provided for in Section III of Exhibit "E" attached hereto.

10. FEES AND CHARGES. During the first five years following the date of this Agreement, the CITY shall impose upon and collect from the OWNER and/or DEVELOPER, and their respective contractors and suppliers, only those permit, license, tap on and connection fees and charges, and in such amount or at such rate, as are in effect on the date of this Agreement and as is generally applied throughout the CITY.

11. CONTRIBUTIONS. OWNER and DEVELOPER shall not be required to donate any land or money to the CITY, or any other governmental body, except as otherwise expressly provided in this Agreement.

12. OWNER'S/DEVELOPER'S CONTRIBUTIONS. OWNER or DEVELOPER shall be responsible for making the following contributions to compensate the Yorkville Community School District #115 ("**School District**") and the United City of Yorkville, Recreation Department ("**Recreation Department**") for the estimated impact which is projected to be experienced by said districts as a result of the development of the Highlands Property in the manner provided for under this Agreement:

- A. School Contribution. OWNER or DEVELOPER shall provide a combination contribution of land and cash-in-lieu of land to the CITY for school purposes ("**School Contribution**"). The total land area required for contribution pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 24.079 acres. OWNER or DEVELOPER shall cause fee title to no less than 20 acres of land ("**School Site**"), identified as parcel 16 on the Preliminary Plan, to be conveyed to the School District, or to such other entity as the CITY shall direct in writing, in partial satisfaction of the School Contribution. The balance of any school contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of conveyance of the school site to the School District. The location of the School Site shall be in Parcel 16 as identified on the Preliminary Plat. The School Site shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. The OWNER shall convey the School Site to the School District no later than the time when the final plat for the Unit containing the School Site is recorded with the Kane County Records office. The OWNER at this time anticipates that the conveyance would take place within 3 years of the recording of the final plat for the first unit of the subdivision. Prior to conveyance of the School Site, DEVELOPER shall, at its expense, grade, seed and prepare the School Site in accordance with the approved final engineering. The School Site is combined with the Park Site, as defined in Parcel 15 of this Agreement, and shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. **The DEVELOPER has agreed to pay a transition fee to the School District in the amount of \$3,000.00 per unit. The fee will be paid at the rate of \$1,500 per unit at the time of filing final plat and the balance of \$1,500 per unit on a per-building permit basis as building permits are issued.** The maturity of payment will be in accordance with the CITY'S current procedure. This procedure is for the Builder for a home to pay the fee for that unit to the School District directly and receive a receipt from the School District for the unit paid and then for this receipt to be presented by the Builder to the CITY prior to the issuance of a building permit for that unit, on a lot by lot basis. The deposited funds will be escrowed and the school district will agree that when demand is necessary and the balance of the funds are available, the

money in the escrow will be used by the District toward the building of a school or schools on the land dedicated in the Highlands Subdivision for a school site. Said fees are being paid voluntarily and with the consent of OWNER and DEVELOPER based upon this contractual agreement voluntarily entered into between the parties after negotiation of this Agreement. OWNER AND DEVELOPER knowingly waives any claim or objection as to amount of the specific fees negotiated herein voluntarily.

B. Park Contribution. OWNER or DEVELOPER shall provide a contribution of land only to the CITY for park purposes ("**Park Contribution**"). The total land area required for contribution for park purposes pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 20.707 acres. OWNER or DEVELOPER shall cause fee title to no less than 18 acres of land located in Parcels 6,8, 11,12 and 15, as identified on the Preliminary Plat ("**Park Site**") to be conveyed to the CITY, or to such other entity as the CITY shall direct in writing, in partial satisfaction of the Park Contribution. The balance of any park contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of conveyance of the park site to the CITY. The Park Site shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. Prior to conveyance of the Park Site DEVELOPER shall, at its expense, grade, seed and prepare the Park Site in conformity with the Final Engineering.

C. The following fee shall be paid to the CITY for each unit:

Development fees.	
Public works	\$450
Police	\$150
Building	\$150
Library	\$150
Bristol/Kendall Fire	<u>\$300</u>
Total	\$1,200

Unless otherwise provided in this Agreement, said development, transition, impact, and other fees shall be paid per individual residential dwelling unit concurrent with the building permit application for that particular residential dwelling unit. To aid the City with its building fund DEVELOPER agrees to pay the \$150 Building fee above at time of recording of the final plat for all units contained in the phase being recorded.

13. PROJECT SIGNS. Following the date of this Agreement and through the date of the issuance of the final occupancy permit for the Highlands Property, DEVELOPER shall be entitled to construct, maintain and utilize up to three (3) offsite subdivision identification, marketing and location signs at such locations within or without the corporate limits of the CITY as

DEVELOPER may designate (individually an “**Offsite Sign**” and collectively the “**Offsite Signs**”). DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each of the Offsite Signs may be double faced signs which shall not exceed twenty (20) feet in height with an area for each sign face not exceeding two hundred (200) square feet, subject to the requirements of any permitting authority other than the CITY. Each Offsite Sign may be illuminated. In addition to the Offsite Signs, DEVELOPER shall be permitted to construct, maintain and utilize signage upon the Highlands Property as identified in Exhibit “H”, attached hereto.

14. MODEL HOMES/PRODUCTION UNITS. During the development and build out period of the Highlands Property (subsequent to final plat approval), DEVELOPER, and such other persons or entities as DEVELOPER may authorize, may construct, operate and maintain model homes within the Highlands Property staffed with DEVELOPER’s, or such other person’s or entity’s, sales and construction staff, and may be utilized for sales and construction offices. The number of such model homes and the locations thereof shall be as from time to time determined or authorized by DEVELOPER. No off-street parking shall be required for any model home other than the driveway for such model home capable of parking two (2) cars outside of the adjacent road right-of-way. Building permits for model homes, and for up to fifteen (15) production dwelling units, shall be issued by the CITY upon proper application therefore prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles, upon submission of a hold harmless letter to the CITY and the Yorkville-Bristol Fire Protection District.) Prior to issuance of occupancy permits of model homes, water shall be made available within 300’ of homes. There shall be no occupation or use of any production dwelling units until the binder course of asphalt on the street, the water system and sanitary sewer system needed to service such dwelling unit are installed and operational. DEVELOPER may locate temporary sales and construction trailers upon the Highlands Property during the development and build out of said property, provided any such sales trailer shall be removed within two (2) weeks following issuance of the final occupancy permit for the Highlands Property or upon the occupancy of model homes within the Highlands Property, whichever shall first occur. Prior to construction of the sales trailer the DEVELOPER shall submit an exhibit of the model trailer site with landscaping and elevations for the Cities approval. The parking lot must have a hard surface before occupancy is permitted. DEVELOPER hereby agrees to indemnify, defend and hold harmless the CITY and the Corporate Authorities (collectively “**Indemnitees**”) from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each Phase of Development as the Final Plat and Final Engineering for each such Phase of Development is approved by the CITY. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnitees for each Phase of Development.

15. CONTRACTORS TRAILERS. The CITY agrees that from and after the date of execution of this Agreement, contractor's and subcontractor's supply storage trailers may be placed upon such part or parts of the Highlands Property as required and approved by DEVELOPER for development purposes. Said trailers may remain upon the Highlands Property until the issuance of the last final occupancy permit for the Highlands Property.

16. OVERSIZING OF IMPROVEMENTS. In the event oversizing of public improvements is hereafter requested and properly authorized by the CITY for the Highlands Property, and agreed to by DEVELOPER, for any of the public improvements constructed to develop the Highlands Property for the purpose of serving property other than the Highlands Property, the CITY shall enter into a Recapture Agreement, as defined in Paragraph 18.A. hereof, with DEVELOPER providing for the payment of the cost of such oversizing by the OWNER of properties benefitted by the same. The improvements which qualify as oversized and the identity of the benefitted properties shall be identified at the time of approval of Final Engineering for a Phase of Development.

17. LIMITATIONS. In no event, including, without limitation, the exercise of the authority granted in Chapter 65, Section 5/11-12-8 of the Illinois Compiled Statutes (2002) ed., shall the CITY require that any part of the Highlands Property be designated for public purposes, except as otherwise provided in this Agreement or identified on the Preliminary Plat.

18. RECAPTURE AGREEMENTS.

- A. Benefitting the Highlands Property. The CITY agrees that in accordance with Chapter 65, Section 5/9-5-1 *et.seq.* of the Illinois Compiled Statutes, 2002 Edition, at the request of the DEVELOPER, the CITY shall enter into agreements for recapture ("**Recapture Agreement**") with DEVELOPER providing for the recapture by DEVELOPER of a portion of the cost of certain improvements as identified on Exhibit "I" attached hereto ("**Recapture Improvements**"), constructed by DEVELOPER which the CITY has determined may be used for the benefit of property ("**Benefitted Property**") not located within the Highlands Property which connect to said improvements. The Benefitted Property is identified on said Exhibit "I" attached hereto. Each Recapture Agreement shall be substantially in the form as attached hereto and made a part hereof as Exhibit "J".
- B. Encumbering the Highlands Property. Except as otherwise expressly provided in this Agreement, there are currently no recapture agreements or recapture ordinances affecting public utilities which will be utilized to service the Highlands Property which the CITY has any knowledge of or under which the CITY is or will be required to collect recapture amounts from OWNER, DEVELOPER, or their successors, upon connection of the Highlands Property to any of such public utilities, nor does the CITY have any knowledge of a pending or contemplated request for

approval of any such recapture agreement or ordinance which will effect the Highlands Property.

19. SPECIAL SERVICE AREA.

- A. Establishment and Purpose. OWNER and DEVELOPER and their respective successors, assignees and grantees, shall not object to and agree to cooperate with the CITY in establishing a special service area (“SSA”) for the Highlands Property to be utilized as a primary funding mechanism for the care and maintenance of the Common Facilities. Subject to the provisions of Paragraph 19.B. of this Agreement, the CITY shall provide for the regular care, maintenance, renewal and replacement of the Common Facilities (“**Common Facilities Maintenance**”), including, without limitation, the mowing and fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased or dead landscape materials, the maintenance of storm water detention, retention, ponds and the repair and replacement of fences and monument signs, so as to keep the same in a clean, sightly and first class condition, and shall utilize the SSA to provide sufficient funds to defray the costs, including administrative costs not to exceed one hundred and fifteen percent (115 %) of such maintenance costs, thereby reasonably incurred by the CITY and to establish reserve funds for future repairs and replacements as reasonably determined by the CITY to be appropriate. The CITY, through and under the SSA, shall have the primary responsibility and duty to carry out the Common Facilities Maintenance (“**Primary Responsibility**”). The SSA shall provide for the authority of the CITY to levy up to one dollar and ten cents (\$.50) per \$100.00 of assessed valuation (“**Rate Cap**”) to fund the payment of the aforesaid costs and expenses. In the event the CITY is prevented by law from collecting funds under the SSA in the manner contemplated herein, a Homeowners Association established by DEVELOPER or the CITY, as the case may be, pursuant to the terms of the Declaration shall assume full responsibility for carrying out and paying for, through assessments levied against all dwelling units in the Highlands Property, the Common Facilities Maintenance (“**Secondary Responsibility**”). Subject to the provisions of Paragraph 19.B. of this Agreement, the Common Facilities shall be conveyed to and owned by the CITY so long as the SSA remains in force and effect. In the event the Common Facilities Maintenance is subsequently transferred to the Homeowners Association, the CITY may elect to convey all or a portion of the Common Facilities to the Homeowners Association. In any event, a maintenance easement (“**Common Facilities Maintenance Easement**”) shall be established over all of those Common Facilities located on the Final Plat for each Phase of Development in favor of the CITY and any future Homeowners Association which undertakes responsibility for the Common Facilities Maintenance. The substance of the Common Facilities

Maintenance Easement shall be as approved by legal counsel for the CITY and DEVELOPER, which approvals shall not be unreasonably withheld.

- B. Implementation. Anything contained in Paragraph 19.A. of this Agreement to the contrary notwithstanding, up to the issuance by the CITY of eighty-five percent (85%) of the occupancy permits for the entirety of the Highlands Property (“**Initial Build-Out Period**”) the Common Facilities shall be owned or controlled by DEVELOPER and the Common Facilities Maintenance shall be carried out by or under the direction of DEVELOPER. DEVELOPER shall cause a declaration of covenants, conditions and restrictions (“**Declaration**”) to be recorded against the Highlands Property, either in its entirety or incrementally with each Phase of Development, which shall provide, among other things, for the establishment of an association of all lot owners within the Highlands Property (“**Association**”) and the mandatory membership of all lot owners in the Association. The cost of carrying and administering the Common Facilities Maintenance during the Initial Build-Out Period shall be paid through assessments levied by the DEVELOPER through the Association against the members of the Association, with any annual shortfall in the monies thereby generated funded by DEVELOPER. At the end of the Initial Build-Out Period, which shall automatically occur upon the issuance of eighty-five percent (85%) of the occupancy permits for all of the dwelling units approved hereunder for development within the Highlands Property, the Common Facilities shall be conveyed to the CITY and the CITY shall accept title to the Common Facilities, provided DEVELOPER has properly carried out the Common Facilities Maintenance prior thereto. Ownership of the Common Facilities including the open space areas, depicted on the Preliminary Plan as parcels 1, 2, 3, 4, 5, 7, 9, 10, 13, 14, 17, 18 and 19, shall be at time of turnover conveyed to the Association. The CITY shall thereafter carry out the Common Facilities Maintenance utilizing the SSA for the funding thereof, as provided in Paragraph 21.A. of this Agreement. DEVELOPER shall have no further liability or responsibility for the Common Facilities Maintenance following the end of the Initial Build-Out Period. The SSA shall expressly provide for the deferral of its implementation in conformity with the provisions of this Paragraph 19.B.
- C. Improvements Special Service Area (SSA or SSA). CITY, OWNER and DEVELOPER and their respective successors, assignees and grantees, agree to cooperate in establishing a special service area (“SSA”) for the Highlands Property to be utilized as a primary funding mechanism for the funding of certain eligible infrastructure costs in accordance with the CITY’s Special Tax Bond Policy attached as exhibit “M”.

20. ONSITE EASEMENTS AND IMPROVEMENTS. In the event that during the development of the Highlands Property DEVELOPER determines that any existing utility easements

and/or lines require relocation to facilitate development of the Highlands Property in accordance with the Preliminary Plat, the CITY shall fully cooperate with DEVELOPER in causing the vacation and relocation of such existing easements, and all costs thereof shall be borne by the DEVELOPER. If any easement granted to the CITY as a part of the development of the Highlands Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Highlands Property as reflected on the Preliminary Plat and in this Agreement, the CITY shall fully cooperate with DEVELOPER in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by DEVELOPER. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, DEVELOPER shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

21. OFFSITE EASEMENTS AND CONSTRUCTION. Except as otherwise provided herein for the Offsite Water Easements, at the time each Final Plat for a Phase of Development is recorded, DEVELOPER shall obtain all offsite easements necessary for the development of such portion of the Highlands Property in accordance with the Preliminary Plans. In the event an offsite easement is required which was not contemplated in the Preliminary Plans due to a change in circumstances, and in the event DEVELOPER is unable to acquire such necessary offsite easement, the CITY shall exercise its power of eminent domain to acquire the same, provided DEVELOPER shall pay the reasonable costs incurred by the CITY as a result thereof. DEVELOPER shall deposit the amount of such costs reasonably estimated by the CITY into a segregated, interest bearing escrow account prior to the commencement of such eminent domain proceedings by the CITY. Such funds shall be utilized solely to defray such costs and all funds, including interest, remaining in such escrow upon completion of such proceedings shall be refunded to DEVELOPER.

22. DISCONNECTION. OWNER and DEVELOPER agree that DEVELOPER shall develop the Highlands Property as a subdivision to be commonly known as Highlands Subdivision in accordance with the Final Plat and Final Engineering approved by the CITY in accordance with the terms hereof, and shall not, as either the OWNER or DEVELOPER of said property, petition to disconnect any portion or all of said property from the CITY.

23. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede the provisions of any ordinance, code, or regulation of the CITY which may be in conflict with the provisions of this Agreement.

24. ANNEXATION FEE. The CITY hereby confirms and agrees that no annexation fee shall become due or payable as a result of the development and build-out of the Highlands Property as a result of the prior annexation of said property to the CITY. The CITY hereby waives all current and future annexation fees now or hereafter required under any ordinances of the CITY with respect to the Highlands Property, except as otherwise provided in this Agreement.

25. GENERAL PROVISIONS.

- A. Enforcement. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.
- B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the OWNER, DEVELOPER and their successors in title and interest, and upon the CITY, and any successor municipalities of the CITY. It is understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees and successors in interest of the OWNER, DEVELOPER, and the CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNER and DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a lot improved with a dwelling unit who acquires the same for residential occupation, unless otherwise expressly agreed in writing by such purchaser.
- C. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement it amends, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them.
- D. Notices. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to OWNER  
and/or DEVELOPER:

Wyndham Deerpoint Homes  
605 Lindsay Circle  
North Aurora, IL. 60542  
Attn: Mary E. Krasner  
Fax: (630) 966-1006

with a copy to:

Guerard, Kalina & Butkus  
100 W. Roosevelt Road

Wheaton, IL 60187  
Attn: Richard M. Guerard  
Fax: (630) 690-9652

(ii) If to CITY:

United CITY of Yorkville  
Attn: CITY Clerk  
800 Game Farm Road  
Yorkville, Il 60560  
Fax: (630) 553-8330

with a copy to:

Daniel J. Kramer, Esq.  
1007 A1  
South Bridge Street  
Yorkville, Il  
Fax: (630) 553-5764

or to such other persons and/or addresses as any party may from time to time designate in a written notice to the other parties.

- E. Severability. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et seq., Illinois Compiled Statutes (1998 ed.). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not effect such portion or portions of this Agreement as remain. In addition, the CITY, OWNER, and DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Highlands Property.
- F. Agreement This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of the CITY Code and Illinois Compiled Statutes. This Agreement may be amended by the CITY and the OWNER of record of a portion of the Highlands Property as to provisions applying exclusively thereto, without the consent of the OWNER of other portions of the Highlands Property not effected by such Agreement.
- G. Conveyances. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNER or DEVELOPER to sell or convey all or any portion of the Highlands Property, whether improved or unimproved.

- H. Necessary Ordinances and Resolutions. The CITY shall pass all ordinances and resolutions necessary to permit the OWNER, DEVELOPER, and their successors or assigns, to develop the Highlands Property in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. The CITY agrees to authorize the Mayor and CITY Clerk to execute this Agreement or to correct any technical defects which may arise after the execution of this Agreement.
- I. Term of Agreement. The term of this Agreement shall be twenty (20) years. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of the CITY and DEVELOPER/OWNER.
- J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.
- J. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds, Kendall County, Illinois, at DEVELOPER's expense.
- K. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- M. No Moratorium. The CITY shall not limit the number of building or other permits that may be applied for within any opened phase due to any CITY imposed moratorium and shall in no event unreasonably withhold approval of said permits or approval for the Final Plat of any Phase of the subdivision. Nothing contained herein shall affect any limitations imposed as to sanitary sewer or water main extensions by the Illinois Environmental Protection Agency, or Yorkville-Bristol Sanitary District.
- N. Highways 71 and 126. DEVELOPER agrees to comply and pay the cost of compliance with all State requirements with regard to entrances into the development from State Highways 71 and 126.
- O. Time is of the Essence. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Agreement shall be performed in a timely manner by all parties hereto.

- P. Exculpation. It is agreed that the CITY is not liable or responsible for any restrictions on the CITY's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Highlands Property, the CITY, the DEVELOPER, or OWNER, including, but not limited to, county, state or federal regulatory bodies.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

**DEVELOPER & OWNER:**

WYNDHAM DEERPOINT HOMES,  
an Illinois partnership  
by Deerpoint Homes, Inc., partner

By: 

Title: President

Dated: 12/10/02

CREEK PARTNERS, L.L.C.

By: 

Title: Member

Dated: 12/10/02

**CITY:**

UNITED CITY OF YORKVILLE, an  
Illinois municipal corporation

By:   
Mayor

Attest:   
CITY Clerk

Dated: December 10, 2002

**LIST OF EXHIBITS**

- EXHIBIT "A": Legal Description of Highlands Property
- EXHIBIT "B": Depiction and Legal Descriptions of Zoning Parcels
- EXHIBIT "C": Preliminary Plat of Subdivision
- EXHIBIT "C-1": Preliminary Landscape Plan
- EXHIBIT "D": Preliminary Engineering
- EXHIBIT "E": Permitted Variations and Design Standards
- EXHIBIT "F": Form Letter of Credit
- EXHIBIT "G": Current CITY Building Codes
- EXHIBIT "H": Project Signage
- EXHIBIT "I": Recapture Improvements
- EXHIBIT "J": Recapture Agreement
- EXHIBIT "K": Yorkville Community Unit District 115 letter
- EXHIBIT "L": Right to Farm Disclosure Statement for Final Plats
- EXHIBIT "M": Special Tax Bond Policy

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF HIGHLAND'S PROPERTY**

**ADDRESS OF Highlands PROPERTY**

Vacant land adjacent to and south of Routes 71 and 126, east of Route 47.

**P.I.N. NUMBERS**

"Full"  
LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 06" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 789.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 659.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.13 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 13' 16" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 798.60 FEET TO THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 20' 45" WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE EXTENDED, 1408.36 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 55° 44' 24" WEST, 911.34 FEET; THENCE NORTH 23° 49' 35" WEST, ALONG THE EXTENSION OF AND THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1785.45 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.50 FEET TO THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 25, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 23° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET TO SAID CENTERLINE; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET; THENCE SOUTH 17° 57' EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.0 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.0 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 489.95 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE 50.0 FOOT WIDE ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1968 AS DOCUMENT 159758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (COMMONLY KNOWN AS THE DOETSCHMAN FARM)

AND ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88° 56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 29" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL BEARING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE NORTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

Exhibit "A"

**EXHIBIT "B"**

**DEPICTION AND LEGAL DESCRIPTIONS OF ZONING**

- I. Depiction of Zoning: See page B-2

THE HIGHLANDS  
(SINGLE FAMILY)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 06" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 789.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 659.40 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE

Exhibit "B"

NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1317.03 FEET;  
THENCE NORTH 88° 52' 46" EAST, 1777.12 FEET; THENCE NORTH 00° 06' 21"  
WEST, 913.34 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND  
NORTHWESTERLY 171.50 FEET ALONG A CURVE CONCAVE TO THE  
SOUTHWEST HAVING A RADIUS OF 192.00 FEET TO A POINT OF TANGENCY;  
THENCE NORTH 51° 17' 01" WEST, 139.91 FEET; THENCE NORTH 58° 24' 31"  
WEST, 80.62 FEET; THENCE NORTH 51° 17' 01" WEST, 79.18 FEET TO A POINT  
OF CURVATURE; THENCE NORTHWESTERLY 138.70 FEET ALONG A CURVE  
CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 332.00 FEET TO A  
POINT OF TANGENCY; THENCE NORTH 27° 20' 52" WEST, 563.77 FEET;  
THENCE SOUTH 62° 39' 08" WEST, 135.00 FEET; THENCE NORTH 27° 20' 52"  
WEST, 201.00 FEET; THENCE SOUTH 62° 39' 08" WEST, 162.29 FEET; THENCE  
SOUTH 59° 51' 04" WEST, 355.65 FEET; THENCE NORTH 59° 30' 15" WEST,  
256.51 FEET; THENCE NORTH 01° 47' 11" EAST, 402.10 FEET TO AN OLD  
CLAIM LINE; THENCE SOUTH 57° 54' 44" WEST ALONG SAID OLD CLAIM  
LINE, 299.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST  
QUARTER OF SAID SECTION 3 WHICH IS 798.60 FEET NORTH OF THE  
SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, ALSO BEING A  
POINT ON THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION  
PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 21' 32"  
WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE  
EXTENDED, 1408.23 FEET TO THE SOUTH LINE OF THE SOUTHEAST  
QUARTER OF SAID SECTION 4; THENCE SOUTH 55° 44' 12" WEST, 911.49

FEET; THENCE NORTH 23° 49' 34" WEST, ALONG THE EXTENSION OF AND  
THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION,  
1785.26 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71;  
THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.59 FEET TO  
THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED  
IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON  
SEPTEMBER 25, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE  
EASTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET; THENCE  
SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID  
GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 23° 55' 01" WEST,  
ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET  
TO SAID CENTERLINE; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID  
CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED  
RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY;  
THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET;  
THENCE SOUTH 17° 57' 01" EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59"  
WEST, 198.00 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE  
NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32  
FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY  
LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST,  
50.00 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71;  
THENCE WESTERLY ALONG SAID CENTER LINE, 489.95 FEET TO THE POINT  
OF BEGINNING (EXCEPTING THEREFROM THE 50.00 FEET WIDE

FRUIT  
PFA NO. 1 8157322389  
JUN 19 2000 03:25:11 P

ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY  
COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED  
TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1968 AS  
DOCUMENT 159758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE  
ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN  
KENDALL TOWNSHIP, KENDALL COUNTY ILLINOIS.

(CONTAINING 255.881 ± ACRES)

THE HIGHLANDS  
(MULTI FAMILY)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.10 FEET TO A POINT THAT IS NORTH  $00^{\circ} 04' 21''$  WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH  $88^{\circ} 52' 46''$  EAST 1777.12 FEET FOR THE POINT OF BEGINNING; THENCE NORTH  $00^{\circ} 06' 21''$  WEST, 913.34 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHWESTERLY 171.50 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 192.00 FEET TO A POINT OF TANGENCY; THENCE NORTH  $51^{\circ} 17' 01''$  WEST, 139.91 FEET; THENCE NORTH  $58^{\circ} 24' 31''$  WEST, 80.62 FEET; THENCE NORTH  $51^{\circ} 17' 01''$  WEST, 79.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 138.70 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 332.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 27° 20' 52" WEST, 563.77 FEET; THENCE SOUTH 62° 39' 08" WEST, 135.00 FEET; THENCE NORTH 27° 20' 52" WEST, 201.00 FEET; THENCE NORTH 62°39'08" EAST 691.28 FEET; THENCE NORTH 33° 20'19" EAST 542.27 FEET TO THE CENTERLINE OF ILLINIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG SAID EAST LINE AND THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 TO THE NORTH LINE OF PARCEL ONE AS DESCRIBED BY DOCUMENT NO. 78-2764; THENCE SOUTH 88° 52'46" WEST ALONG SAID NORTH LINE 877.15 FEET TO THE POINT OF BEGINNING; ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (CONTAINING 64.471± ACRES)

**EXHIBIT "C"**

**PRELIMINARY PLAT OF SUBDIVISION**

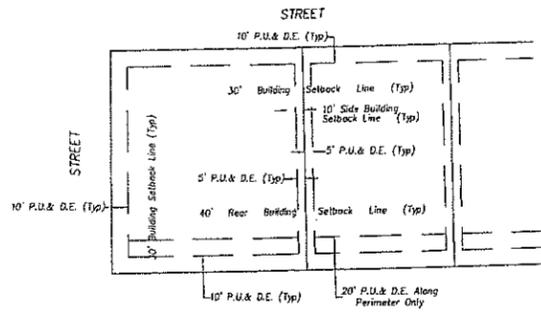
(See following page)

PRELIMINARY PLAT  
**THE HIGHLANDS**

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



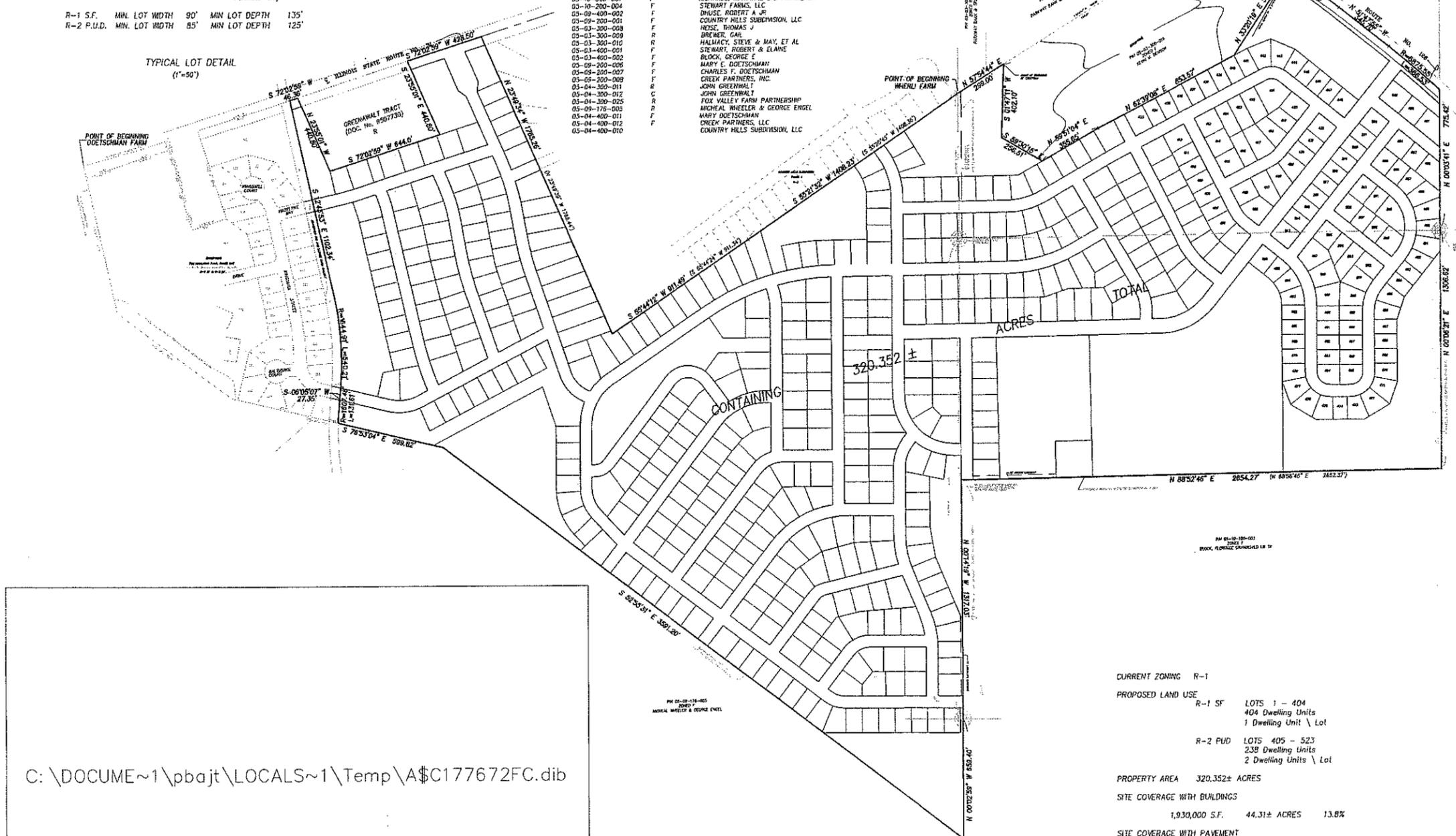
Scale 1" = 300'



R-1 S.F. MIN. LOT WIDTH 90' MIN. LOT DEPTH 135'  
 R-2 P.U.D. MIN. LOT WIDTH 85' MIN. LOT DEPTH 125'

TYPICAL LOT DETAIL  
 (1"=90')

PIN	ZONING	OWNER
05-03-300-013	R	PARKWAY BANK & TRUST 11357
05-03-300-014	F	PARKWAY BANK & TRUST 11357
05-03-300-016	F	KEVIN M. BENSON
05-10-100-003	F	BLOCK, FLORENCE GRANDCHILD LR TR
05-10-300-001	F	RICHARDS, MARIANNE LTD PARTNERSHIP
05-10-200-004	F	STEWART FARMS, LLC
05-09-400-002	F	DUNGE, ROBERT A JR
05-09-200-001	F	COUNTRY HILLS SUBDIVISION, LLC
05-03-300-008	R	HEISE, THOMAS J
05-03-300-009	R	GREWER, GAIL
05-03-300-010	R	HALMACY, STEVE & MAY, ET AL
05-03-400-001	F	STEWART, ROBERT & ELAINE
05-03-400-002	F	BLOCK, GEORGE E
05-09-200-006	F	MARY E. DOETSCHMAN
05-09-200-007	F	CHARLES F. DOETSCHMAN
05-09-200-008	F	CREEK PARTNERS, INC.
05-04-300-011	C	JOHN GREENWALT
05-04-300-012	C	JOHN GREENWALT
05-04-300-025	F	FOX VALLEY FARM PARTNERSHIP
05-09-175-003	R	MICHAEL, WHEELER & GEORGE ENGEL
05-04-400-011	F	MARY DOETSCHMAN
05-04-400-012	F	CREEK PARTNERS, LLC
05-04-400-010	F	COUNTRY HILLS SUBDIVISION, LLC



**LEGAL DESCRIPTION**

THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 301; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 631.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 13' 02" EAST, ALONG THE WESTERLY LINE OF "OAK HILL FARM", 780.95 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.03 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 858.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2638.13 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 13' 15" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 718.00 FEET TO THE SOUTHWESTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1" TO THE CITY OF YORKVILLE, ILLINOIS; THENCE SOUTH 55° 20' 45" WEST, ALONG SAID SOUTHWESTERLY AND SAID SOUTHWESTERLY LINE EXTENDED, 1400.36 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE SOUTH 55° 44' 24" WEST, 911.34 FEET; THENCE NORTH 23° 49' 35" WEST, ALONG THE EXTENSION OF AND THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1285.43 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.50 FEET TO THE NORTHEAST CORNER OF THE GREENWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 23, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENWALT TRACT, 440.80 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID GREENWALT TRACT, 844.00 FEET; THENCE NORTH 23° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENWALT TRACT, 440.80 FEET TO THE CENTERLINE; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET; THENCE SOUTH 17° 57' 01" EAST, 502.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.0 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 10° 30' 30" WEST, 139.59 FEET TO THE SOUTHWESTERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.0 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 488.85 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THE 50.0 FOOT WIDE ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 26, 1989 AS DOCUMENT 150750 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 000854, RECORDED NOVEMBER 30, 2006; ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (COMMONLY KNOWN AS THE DOETSCHMAN FARM)

AND ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.55 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89° 46' EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ALPINDUS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 788.00 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 09' 09" EAST ALONG SAID OLD CLAIM LINE, 230.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 268.50 FEET; THENCE NORTH 59° 25' EAST, 355.65 FEET; THENCE NORTH 52° 43' 28" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2282.01 FEET AND A RADIAL BEARING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1504.83 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

CURRENT ZONING	R-1
PROPOSED LAND USE	R-1 SF LOTS 1 - 404 404 Dwelling Units 1 Dwelling Unit \ Lot
	R-2 PUD LOTS 405 - 523 238 Dwelling Units 2 Dwelling Units \ Lot
PROPERTY AREA	320.352± ACRES
SITE COVERAGE WITH BUILDINGS	1,930,000 S.F. 44.31± ACRES 13.8%
SITE COVERAGE WITH PAVEMENT	1,214,715 S.F. 27.89± ACRES 8.7%

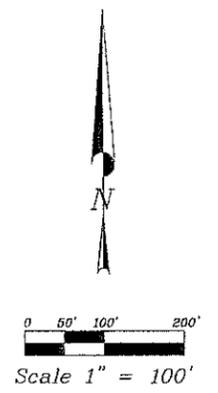
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Exhibit "C"



# PRELIMINARY PLAT THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



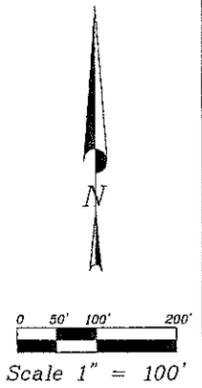
JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS - SURVEYORS  
215 Campus Drive  
Joliet, Illinois 60436  
(815)730-8060 FAX (815)730-8365

Survey No.:	C 5 4 4
Ordered By:	Wyndham Deeproot
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 100'
Field Work:	PRU
Prepared By:	PRU



# PRELIMINARY PLAT THE HIGHLANDS

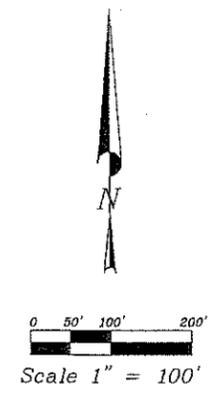
PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS - SURVEYORS  
815 Campus Drive  
Joliet, Illinois 60435  
(615)730-8880 FAX (615)730-8569

SHEET 6 OF 17

Survey No.:	C 5 4 4
Ordered By:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 100'



(N 88°56'46" E 2652.37') PRELIMINARY PLAT

# THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.

SHEET 7 OF 17

Survey No.:	C 5 4 4
Ordered By:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2003
Scale:	1" = 100'
Field Work:	Prepared By: PAB

JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS & SURVEYORS  
615 Carondeau Drive  
Joliet, Illinois 60436  
(615)730-8080 FAX (615)730-0369

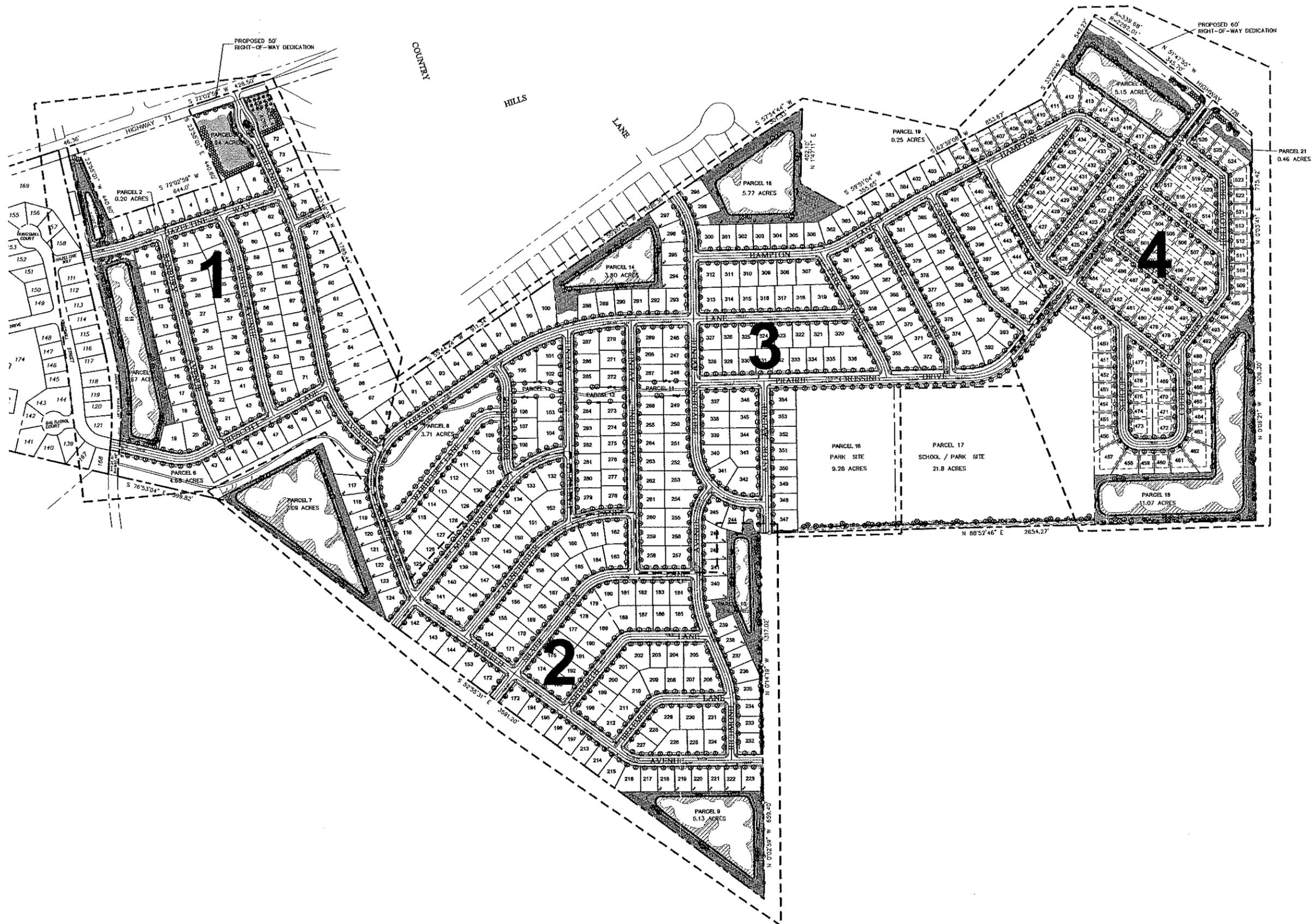
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**PRELIMINARY LANDSCAPE PLAN**

(See following pages)



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
224 SOUTH MAIN STREET  
WHEATON, ILLINOIS  
TELEPHONE: 630-668-1197  
FACSIMILE: 630-668-9691



HIGHLANDS  
YORKVILLE, ILLINOIS  
LANDSCAPE PLAN

DATE	5/2/02
PROJECT NO.	WY0206
DRAWN	ATD
CHECKED	GRW
SHEET	
1	8/1/02
REVISIONS	
1 of 6	

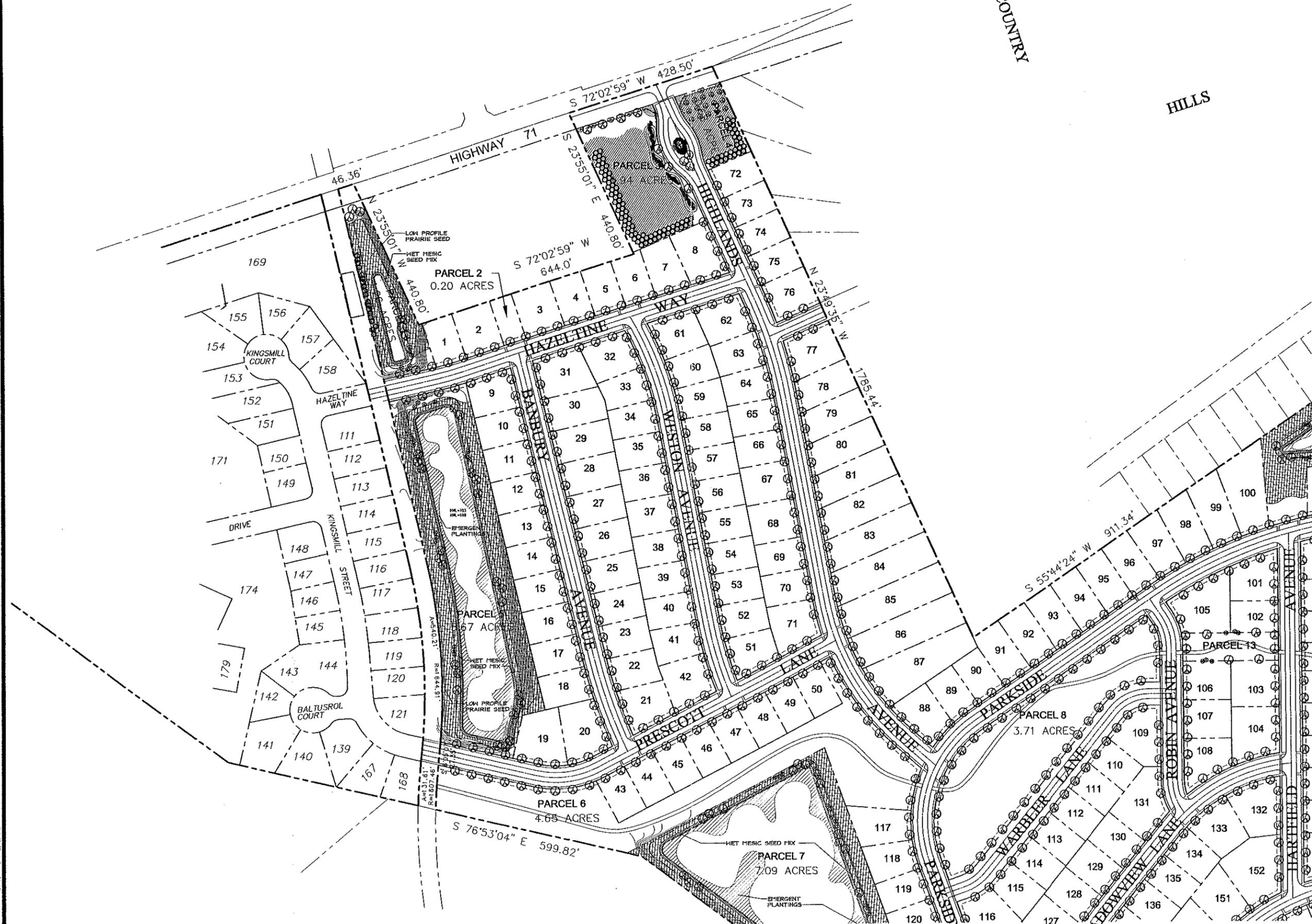
Exhibit "C-1"



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
224 SOUTH MAIN STREET  
WHEATON, ILLINOIS  
TELEPHONE: 630-668-1197  
FACSIMILE: 630-668-9693

COUNTRY

HILLS

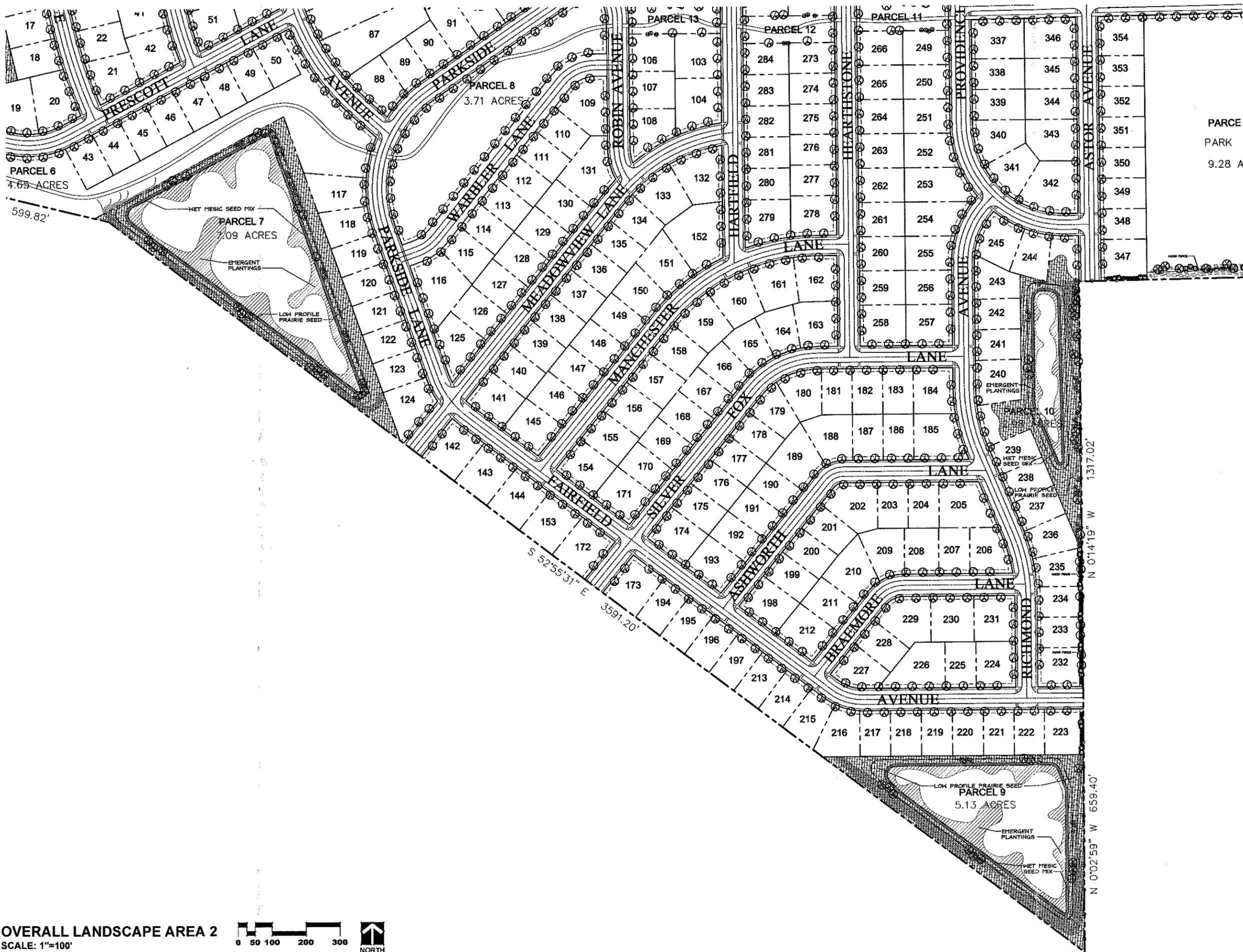


OVERALL LANDSCAPE AREA 1  
SCALE: 1"=100'



HIGHLANDS  
YORKVILLE, ILLINOIS  
LANDSCAPE PLAN

REVISIONS	
DATE	5/2/02
PROJECT NO.	WY0205
DRAWN	ATD
CHECKED	GRW
SHEET	



**OVERALL LANDSCAPE AREA 2**  
 SCALE: 1"=100'

0 50 100 200 300

NORTH

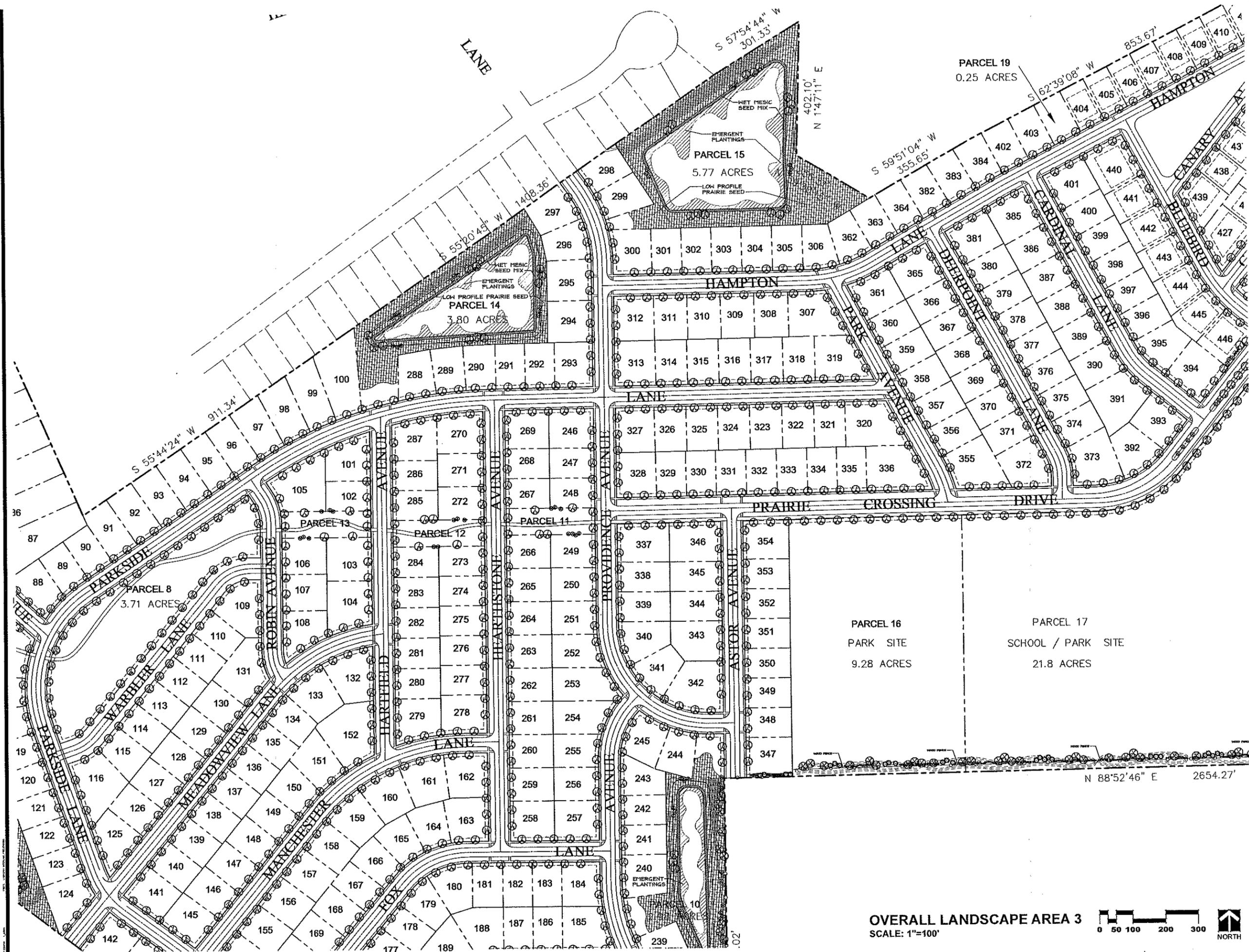
PARCE  
 PARK  
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**HIGHLANDS**  
 YORKVILLE, ILLINOIS  
**LANDSCAPE PLAN**

REVISIONS

DATE	6/2/02
PROJECT NO.	WY0204
DRAWN	ATD
CHECKED	GRW
SHEET	

**3 of 6**



**HIGHLANDS**  
 YORKVILLE, ILLINOIS  
**LANDSCAPE PLAN**

**OVERALL LANDSCAPE AREA 3**  
 SCALE: 1"=100'



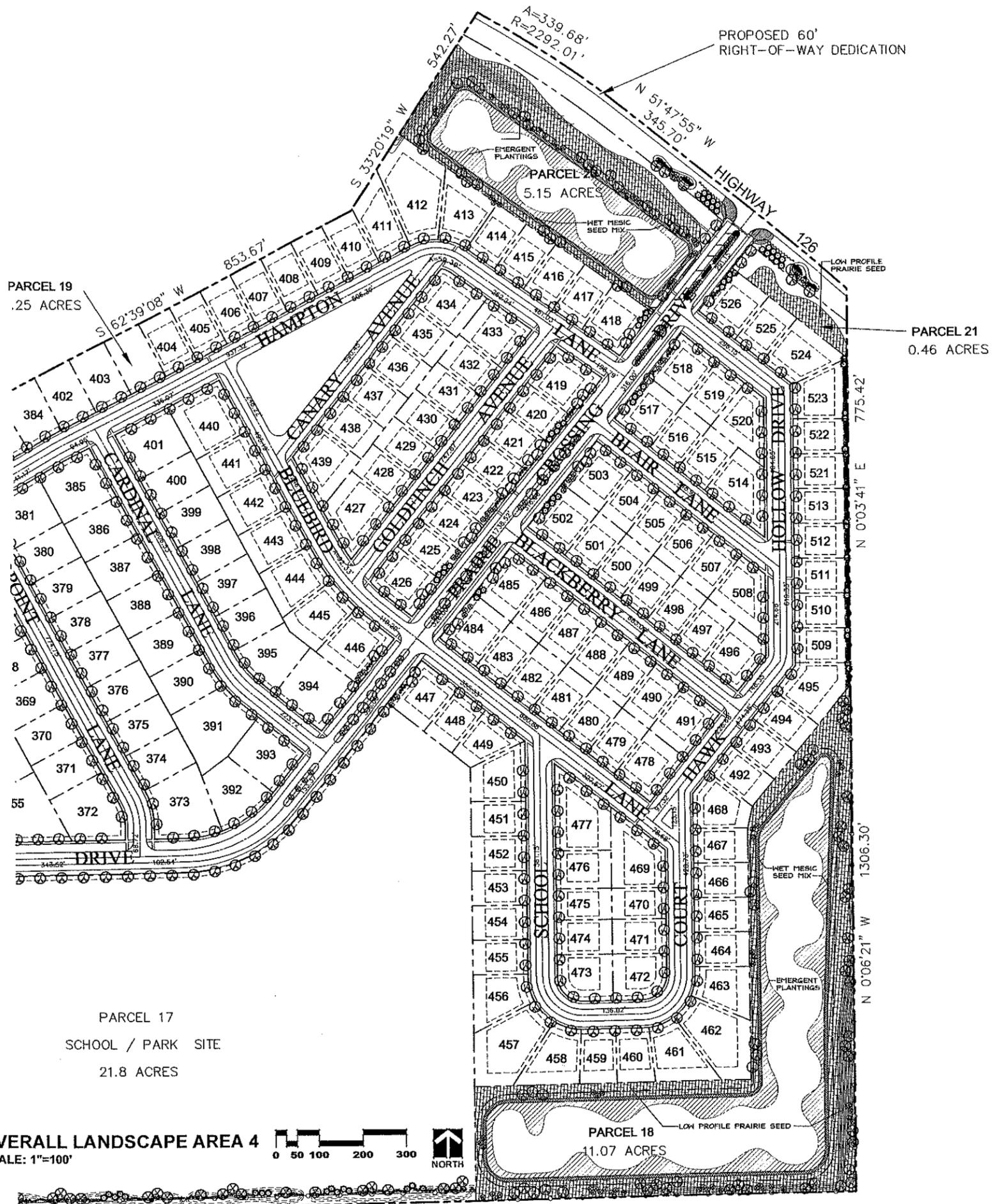
REVISIONS

DATE	5/2/02
PROJECT NO.	WY0208
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CHECKED	GRW
SHEET	4 of 6

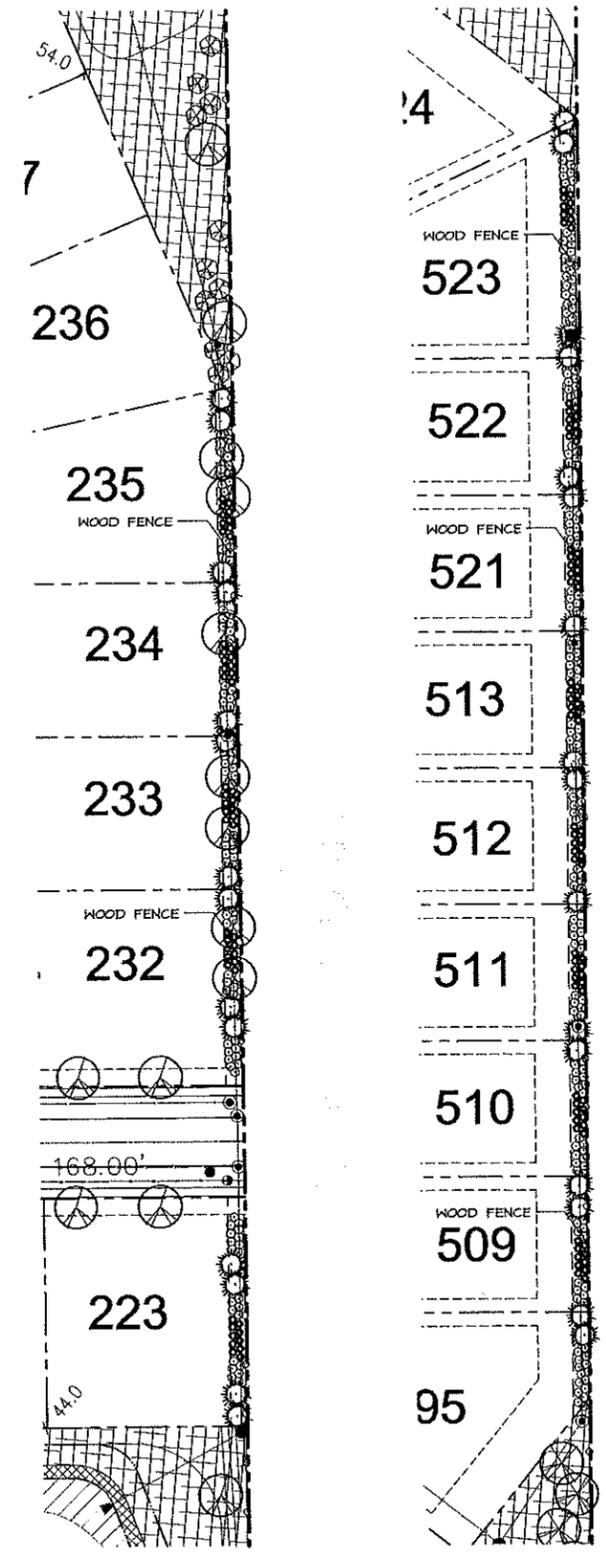
**HIGHLANDS**  
 YORKVILLE, ILLINOIS  
**LANDSCAPE PLAN**

REVISIONS

DATE	5/2/22
PROJECT NO.	WV19206
DRAWN	ATD
CHECKED	GRW
SHEET	



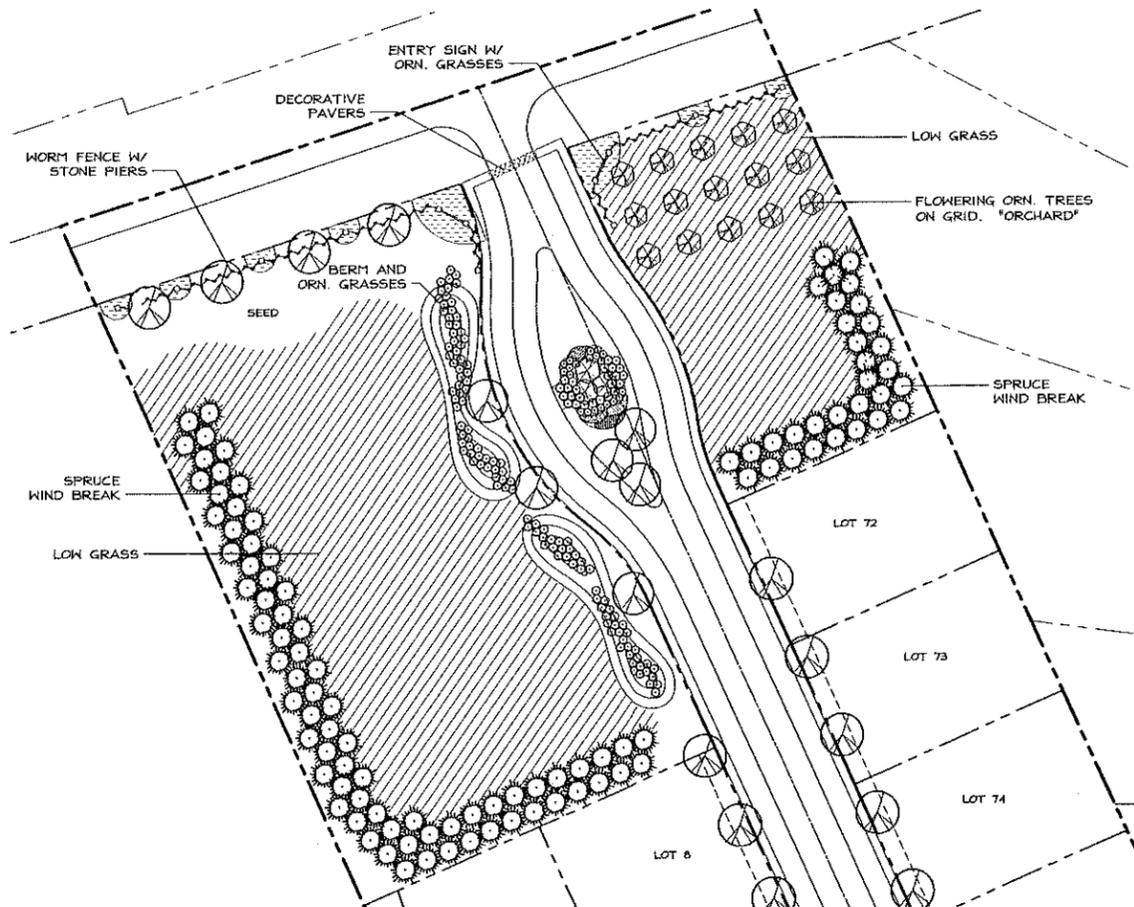
**OVERALL LANDSCAPE AREA 4**  
 SCALE: 1"=100'



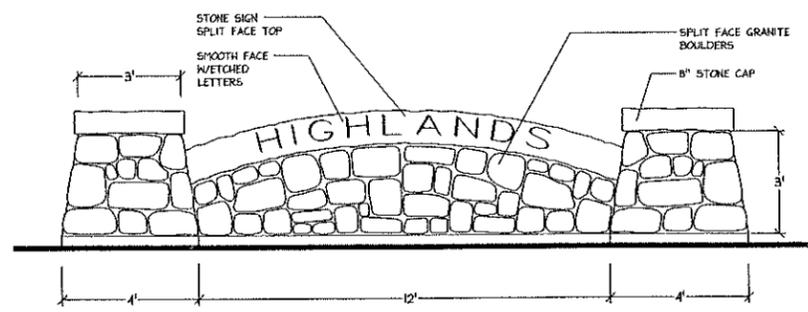
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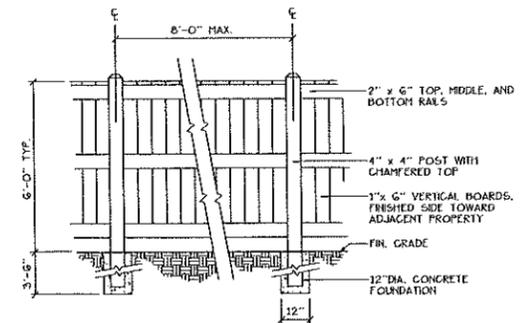
GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
214 SOUTH MAIN STREET  
WHEATON, ILLINOIS  
TELEPHONE: 630-668-7197  
FACSIMILE: 630-668-9693



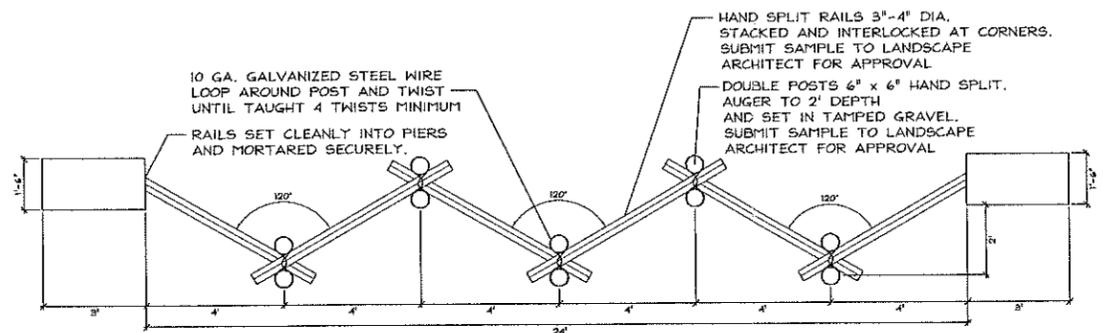
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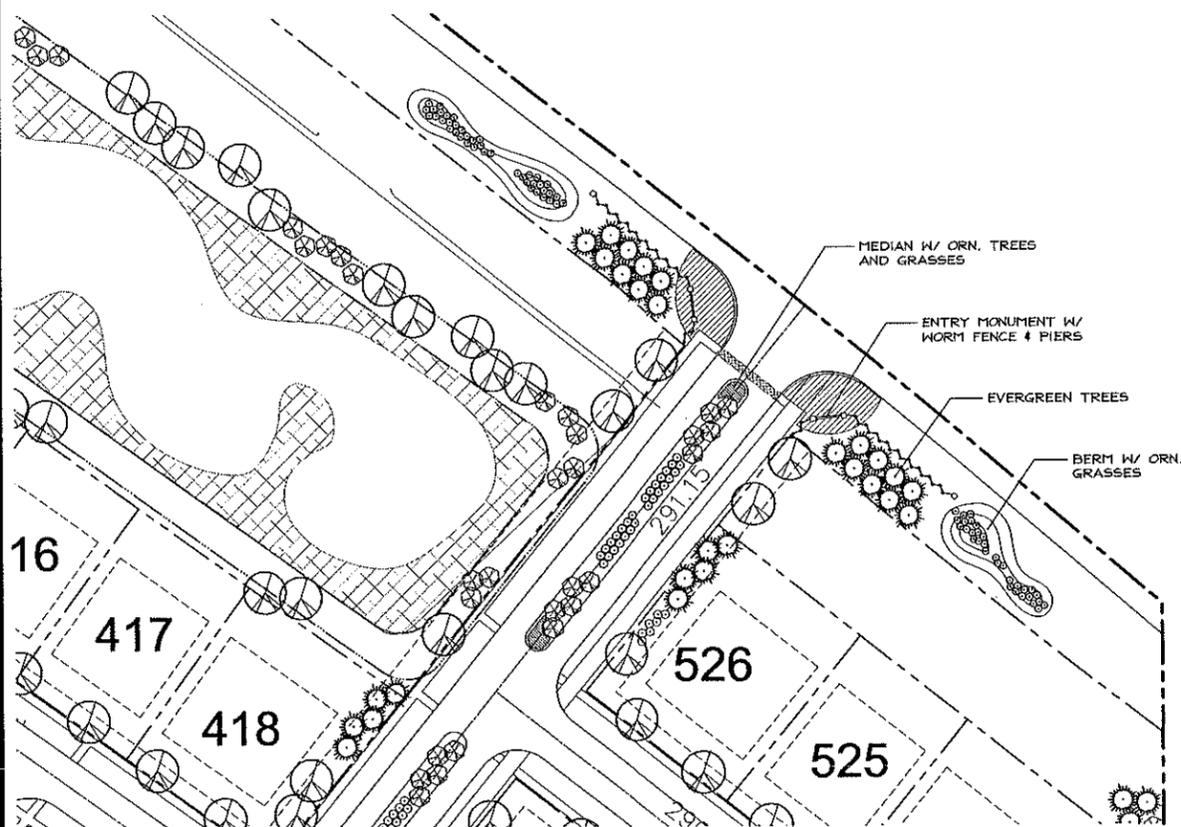
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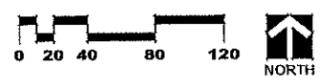
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NOT TO SCALE



ENTRY FENCE DETAIL  
SCALE: 1/2"=1'-0"



ENTRY FEATURE - HIGHWAY 126  
SCALE: 1"=40'



REPRESENTATIVE PLANT LIST

Key	Botanical/Common Name	Size	Remarks
<b>SHADE TREES</b>			
AP	Acer picturatum 'Emerald Queen' EMERALD QUEEN NORWAY MAPLE	2 1/2" Cal.	
FA	Fraxino americana 'Autumn Purple' AUTUMN PURPLE WHITE ASH	2 1/2" Cal.	
FF	Fraxinus pennsylvanica 'Summit' SUMMIT GREEN ASH	2 1/2" Cal.	
GTB	Gleditsia triacanthos 'Inermis' 'Skyline' SKYLINE MONTELOCUST	2 1/2" Cal.	
PC	Pyrus calleryana 'Redspire' REDSPIRE PEAR	2 1/2" Cal.	
TC	Tilia cordata 'Greenstar' GREENSPIRE LITTLELEAF LINDEN	2 1/2" Cal.	
<b>CLUMP SHADE TREES</b>			
FR	Fraxino americana 'Autumn Purple' AUTUMN PURPLE WHITE ASH	6' Tall	
TG	Tilia cordata 'Greenstar' GREENSPIRE LITTLELEAF LINDEN	6' Tall	
<b>ORNAMENTAL TREES</b>			
AG	Amelanchier grandiflora APPLE SERVICEBERRY	6' Tall	Clump Form
BN	Betula nigra RIVER BIRCH	6' Tall	Clump Form
AL	Alnus glutinosa BLACK ALDER	6' Tall	Clump Form
CH	Cornus Flou CORNELIANGHERRY DOGWOOD	6' Tall	Clump Form
CG	Crataegus crus-galli 'Inermis' THORNLEAF DOGWOOD HAWTHORN	6' Tall	Clump Form
HP	Halesia 'Prairie Fire' PRAIRIE FIRE CRABAPPLE	6' Tall	Clump Form
<b>EVERGREEN TREES</b>			
AC	Abies concolor WHITE FIR	6' Tall	
FP	Picea canadensis GREEN COLORADO SPRUCE	6' Tall	
TD	Thuja occidentalis 'Techny' MISSION ARBORVITAE	6' Tall	

Key	Botanical/Common Name	Size	Remarks
<b>DECIDUOUS SHRUBS</b>			
CA	Colocasia cordifolia PINK COTONASTER	30" Tall	4' O.C.
EA	Eumyrtus alata 'Compass' DWARF BURNING BUSH	30" Tall	5' O.C.
BB	Baccharis bursifolia 'Anthony Waterer' ANTHONY WATER SPIREA	24" Wide	4' O.C.
SH	Syringa meyeri 'Dwarf Korean Lilac' DWARF KOREAN LILAC	30" Tall	3' O.C.
VD	Viburnum dentatum 'Chicago Lustre' CHICAGO LUSTRE VIBURNUM	30" Tall	5' O.C.
VL	Viburnum lentago NANNYBERRY VIBURNUM	30" Tall	
<b>EVERGREEN SHRUBS</b>			
JB	Juniperus chinensis 'Sargentii' SARGENT JUNIPER	24" Wide	3' O.C.
JC	Juniperus chinensis 'Suegawa' SUEGAWA JUNIPER	24" Wide	3' O.C.
TH	Thuja media 'Dwarf Form' DWARF THUYA	24" Wide	3' O.C.
<b>PERENNIALS AND ORNAMENTAL GRASSES</b>			
CL	Colocasia cordifolia 'Karl Foerster' KARL FOERSTER FEATHERED GRASS	30" O.C.	
CH	Carex 'Moonbeam' MOONBEAM CAREX	1 Gal.	24" O.C.
HS	Helleborus scaber BLUE DAT GRASS	1 Gal.	24" O.C.
HO	Hosta 'Stabiliana' 'Frances Williams' FRANCIS WILLIAMS HOSTA	1 Gal.	24" O.C.
LS	Lobelia spicata 'Soleil' SUNSHINE GAYFEATHER	1 Gal.	18" O.C.
MG	Miscanthus sinensis 'Gracillimus' MAIDEN GRASS	2 Gal.	3' O.C.
RG	Rubus 'Goldsturm' GOLDSTURM BLACK-EYED SUSAN	1 Gal.	24" O.C.
BA	Baccharis 'Autumn Joy' AUTUMN JOY SEDUM	1 Gal.	18" O.C.
BS	Betula nana 'East Friesland' EAST FRIEHLAND SALIX	1 Gal.	18" O.C.
<b>GROUNDCOVERS</b>			
EF	Eumyrtus alata 'Purple Leaf' PURPLELEAF HINTERKREEPER	Quart	12" O.C.

HIGHLANDS  
YORKVILLE, ILLINOIS  
LANDSCAPE PLAN

REVISIONS  
DATE: 5/20/07  
PROJECT NO.: WY026  
DRAWN: ATR  
CHECKED: GRW  
SHEET

**EXHIBIT "D"**

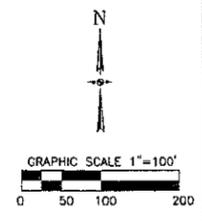
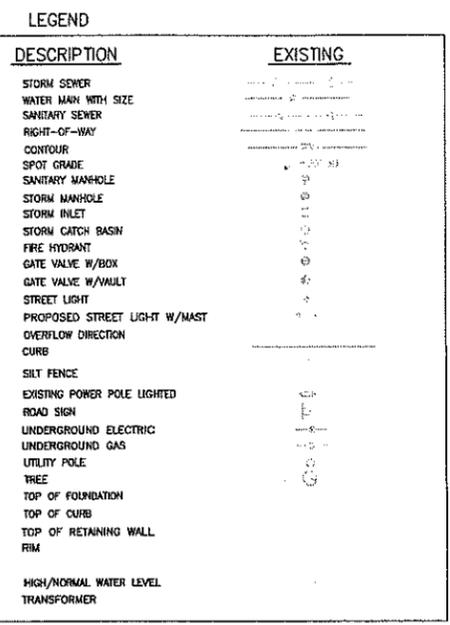
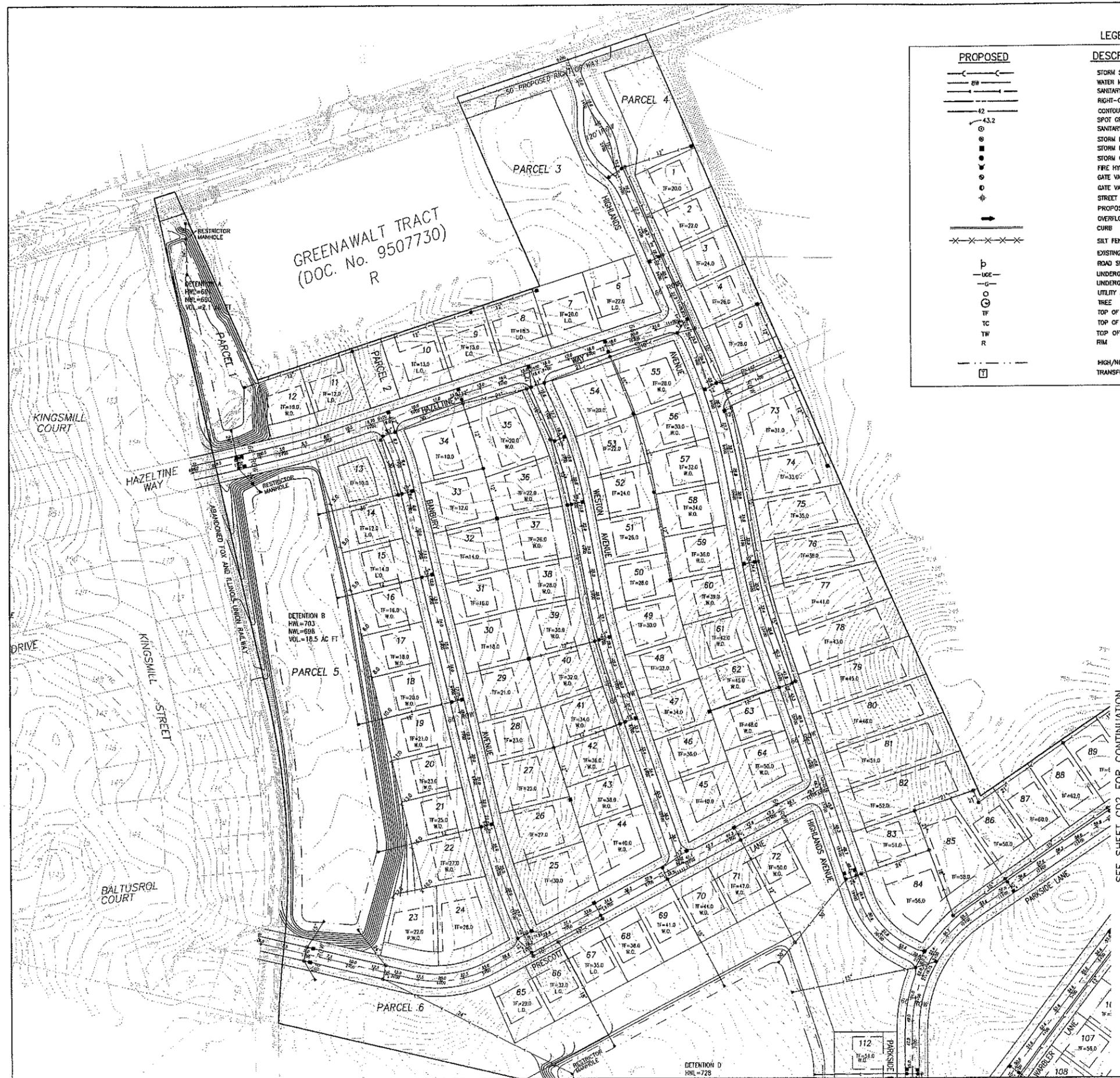
**PRELIMINARY ENGINEERING**

(See following page)

**EXHIBIT "D"**

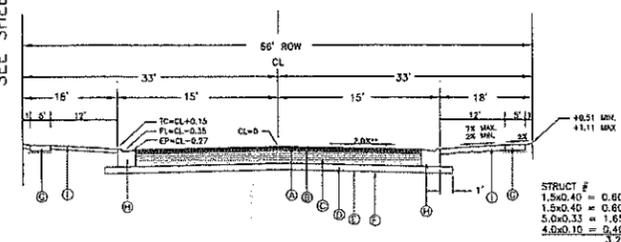
**PRELIMINARY ENGINEERING**

(See following page)



**GENERAL NOTES**

- ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AND STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS AND THE SUBDIVISION ORDINANCES FOR THE VILLAGE OF YORKVILLE.
- ALL SANITARY SEWERS SHALL BE PVC PIPE, TYPICALLY ASTM D-3034, SDR 26, 8" DIAMETER, UNLESS NOTED OTHERWISE. THE FORCE MAIN SHALL BE DIP PRESSURE CLASS 350.
- ALL STORM SEWERS SHALL BE REINFORCED CONCRETE PIPE ASTM C-76. SIZES TO BE DETERMINED AT TIME OF FINAL ENGINEERING. WHERE APPROVED, ADS N-12 STORM DRAIN MAY BE USED IN YARD AREAS.
- ALL WATER MAIN TO BE DUCTILE IRON PIPE (PRESSURE CLASS 350), SIZE TO BE 8" DIAMETER UNLESS NOTED OTHERWISE.
- STREET LIGHTS SHALL BE PROVIDED. LOCATION TO BE FINALIZED AT THE TIME OF FINAL ENGINEERING.
- LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE TO BE VERIFIED PRIOR TO FINAL ENGINEERING AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- PROPOSED ELEVATIONS AND GRADING, PROPOSED UTILITY SIZES AND LOCATIONS, AS WELL AS PROPOSED SECTIONS AND DETAILS SHOWN HEREIN ARE SCHEMATIC AND PRELIMINARY IN NATURE AND ARE SUBJECT TO REVISION AT THE TIME OF FINAL ENGINEERING.
- REAR YARD INLETS TO BE REQUIRED AT TIME OF FINAL ENGINEERING IN CONJUNCTION WITH FINALIZATION OF FINAL SITE GRADING DESIGN.
- APPROPRIATE EASEMENTS FOR ALL UTILITIES WILL BE PROVIDED AT THE TIME OF FINAL ENGINEERING AND SHALL BE REFLECTED ON THE FINAL PLAN OF SUBDIVISION.
- CURB RETURNS ARE TO HAVE 30' RADIUS UNLESS NOTED OTHERWISE.
- REAR YARD PONDING OF STORM WATER WILL TYPICALLY NOT EXCEED 1.5' IN HEIGHT, EXCEPT AS NOTED ON PLANS FOR REAR YARD PONDING WITH COMMON OPEN AREAS. ALL MAJOR OVERLAND FLOW PATHS SHALL PASS THE 100 YEAR FLOW AT A STAGE ONE FOOT BELOW THE LOWEST ADJACENT FOUNDATION GRADE.
- STREET SIGNS SHALL BE PROVIDED AT EACH INTERSECTION.
- PARKWAYS, NEW DITCHES AND DETENTION AREAS SHALL BE SEED, EXCEPT AS NOTED OTHERWISE.
- UTILITY EASEMENTS FOR SEWERS AND WATER MAIN OUTSIDE OF PUBLIC R.O.W. ARE TO BE PROVIDED AS WELL AS STORMWATER CONTROL EASEMENTS FOR DETENTION / STORMWATER FACILITIES. EASEMENTS REQUIRED WITHIN OUTLOTS TO BE DETERMINED AT TIME OF FINAL ENGINEERING / FINAL SUBDIVISION PLAN PREPARATION.
- STORM SERVICES SHALL BE PROVIDED FOR ALL LOTS THAT DO NOT MEET VILLAGE REQUIREMENT FOR LACK OF NEED OF STORM SERVICE.
- ALL SIDEWALKS ARE TO BE CONCRETE AND HAVE RAMPS AT INTERSECTIONS WITH STREETS THAT MEET THE "ILLINOIS ACCESSIBILITY CODE" REQUIREMENTS.
- ALL HYDRANT AND VALVE LOCATIONS AS WELL AS STORM, SANITARY, AND WATER MAIN SIZING TO BE DETERMINED DURING FINAL ENGINEERING.



- ① 1.5" BITUMINOUS CONCRETE SURFACE COURSE, CL 1, TY. 2, MIX. D
- ② 1.5" BITUMINOUS CONCRETE SURFACE COURSE, CL 1, TY. 2, MIX. D
- ③ 5.0" BITUMINOUS CONCRETE BINDER COURSE, CL 1, TY. 2
- ④ 4" CRUSHED AGGREGATE SUB-BASE, TY. B
- ⑤ AMOCO 4551 FABRIC OR APPROVED EQUAL
- ⑥ COMPUTED SUB-GRADE
- ⑦ 6" (6" DRIVEWAYS) PCC SIDEWALK WITH W/3" CRUSHED AGG. SUB-BASE
- ⑧ COMB. CONC. CURB AND GUTTER, TYPE B-6.12
- ⑨ 6" TOP SOIL AND SEEDING

REV.	DATE	DESCRIPTION
7	09JUL02	REV. PER DEVELOPER
6	17JUN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	26DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY
		Original Plan Date
		2400T01
		Description

**PRELIMINARY GRADING AND DRAINAGE PLAN - 1**

**THE HIGHLANDS**  
**YORKVILLE, ILLINOIS**

**JACOB & HEFNER ASSOCIATES, P.C.**  
 ENGINEERS • SURVEYORS  
 706 ROSSWELL ROAD, SUITE 100  
 YORKVILLE, ILLINOIS 62457  
 PHONE: (630) 943-9000  
 FAX: (630) 842-1774

**WYNDHAM DEERPOINT**  
 604 LINDSAY CIRCLE  
 NORTH AURORA, IL 60542  
 Phone: (630)-968-1000  
 Fax: (630)-968-1006

**C544**

**GD1**

**8 OF 17**

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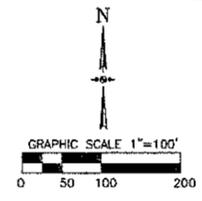
Exhibit "D"



SEE SHEET GD2 FOR CONTINUATION



PIN 05-09-176-005  
 ZONED F  
 MICHAEL WHEELER & GEORGE ENGEL



No.	Original Plan Date	Description
7	09JUL02	REV. PER DEVELOPER
6	17JUN02	REV. PER CITY
5	23MAY02	REV. PER DEVELOPER
4	02APR02	REV. PER CITY
3	10JAN02	REV. PER DEVELOPER
2	28DEC01	REV. PER CITY
1	07NOV01	Original Plan

**PRELIMINARY GRADING AND DRAINAGE PLAN - 3**

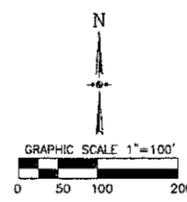
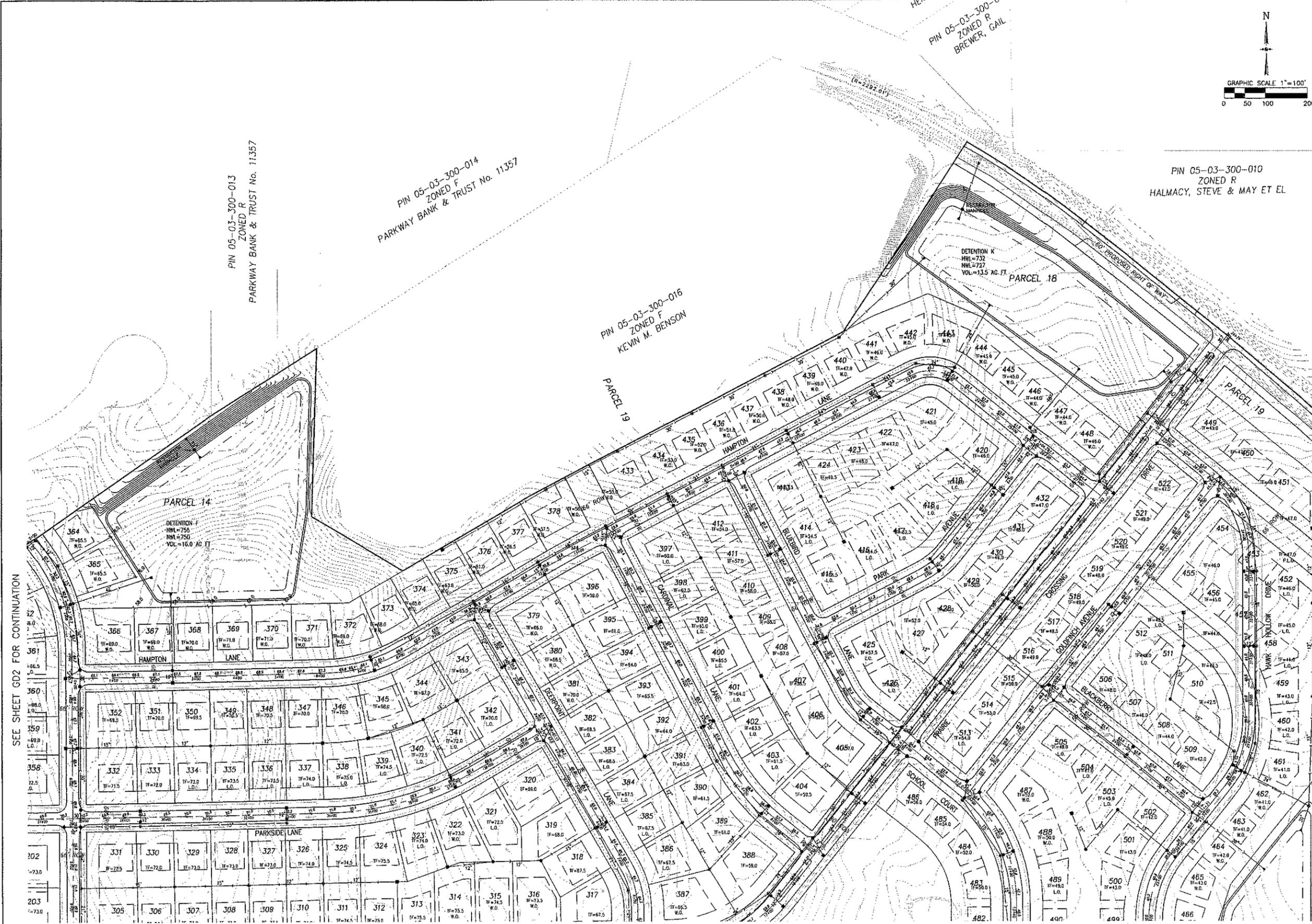
**THE HIGHLANDS**  
 YORKVILLE, ILLINOIS

**JACOB & HEFNER ASSOCIATES, P.C.**  
 ENGINEERS & SURVEYORS  
 739 ROOSEVELT ROAD, SUITE 100  
 YORKVILLE, ILLINOIS 62457  
 PHONE: (630) 942-8900  
 FAX: (630) 942-1774

**WYNDHAM DEERPOINT**  
 604 LINDSAY CIRCLE  
 NORTH AURORA, IL 60542  
 Phone: (630)-966-1000  
 Fax: (630)-966-1006

C544  
 GD3  
 10 OF 17

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No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26OCT01
1	REV. PER CITY	07NOV01
	Original Plan	24OCT01

PIN 05-03-300-013  
ZONED R  
PARKWAY BANK & TRUST No. 11357

PIN 05-03-300-014  
ZONED F  
PARKWAY BANK & TRUST No. 11357

PIN 05-03-300-016  
ZONED F  
KEVIN M. BENSON

PIN 05-03-300-010  
ZONED R  
HALMACY, STEVE & MAY ET EL

PRELIMINARY GRADING AND  
DRAINAGE PLAN - 4

THE HIGHLANDS  
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS - SURVEYORS  
788 ROOSEVELT ROAD, SUITE 100  
ELSTON, ILLINOIS 60120  
PHONE: (630) 942-9900  
FAX: (630) 942-1774

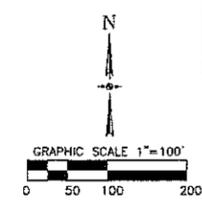
WYNDHAM DEERPOINT  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60542  
Phone: (630)-966-1000  
Fax: (630)-966-1006

C544  
GD4  
11 OF 17

SEE SHEET GD2 FOR CONTINUATION

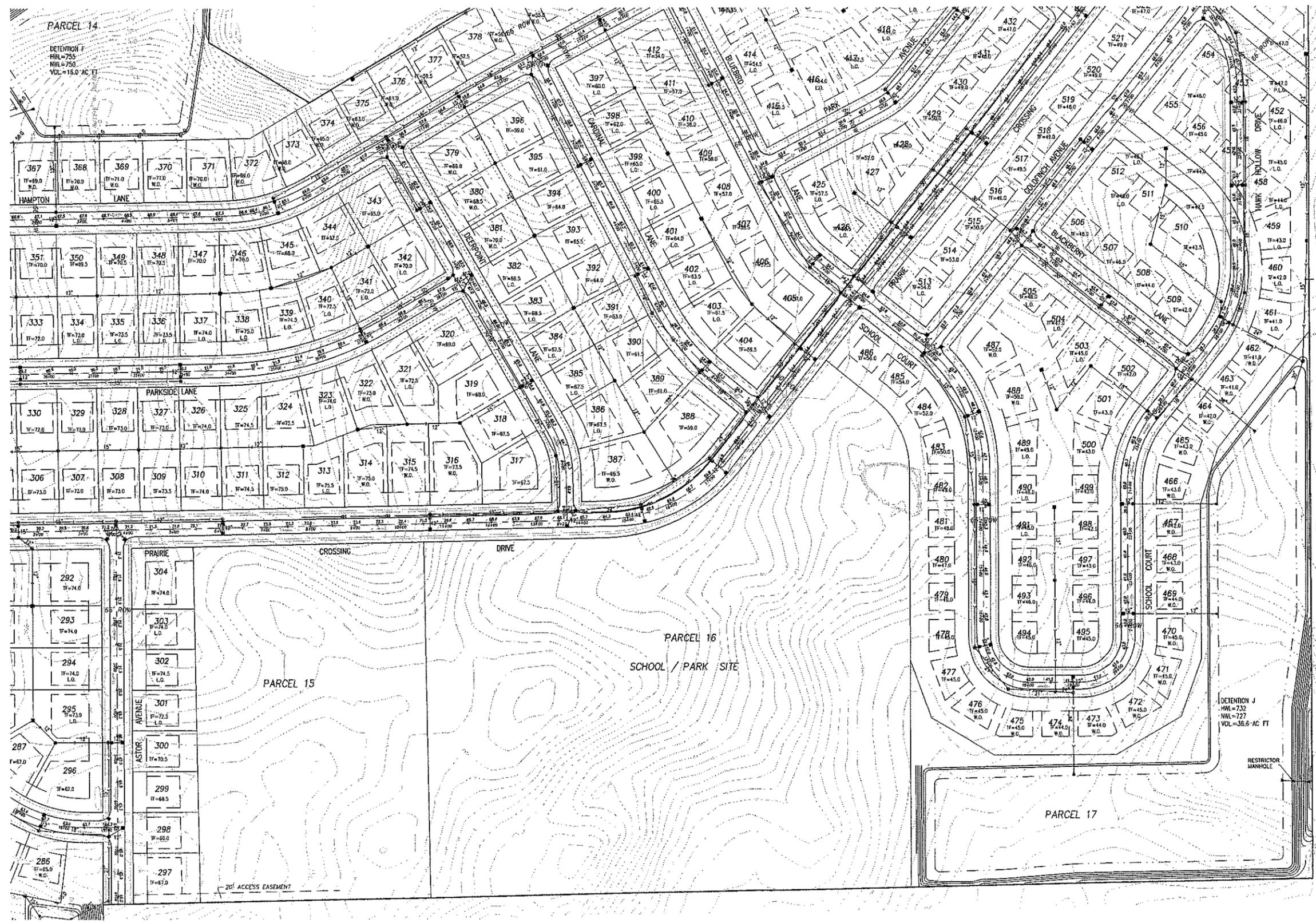
SEE SHEET GD5 FOR CONTINUATION

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SEE SHEET GD4 FOR CONTINUATION

SEE SHEET GD2 FOR CONTINUATION



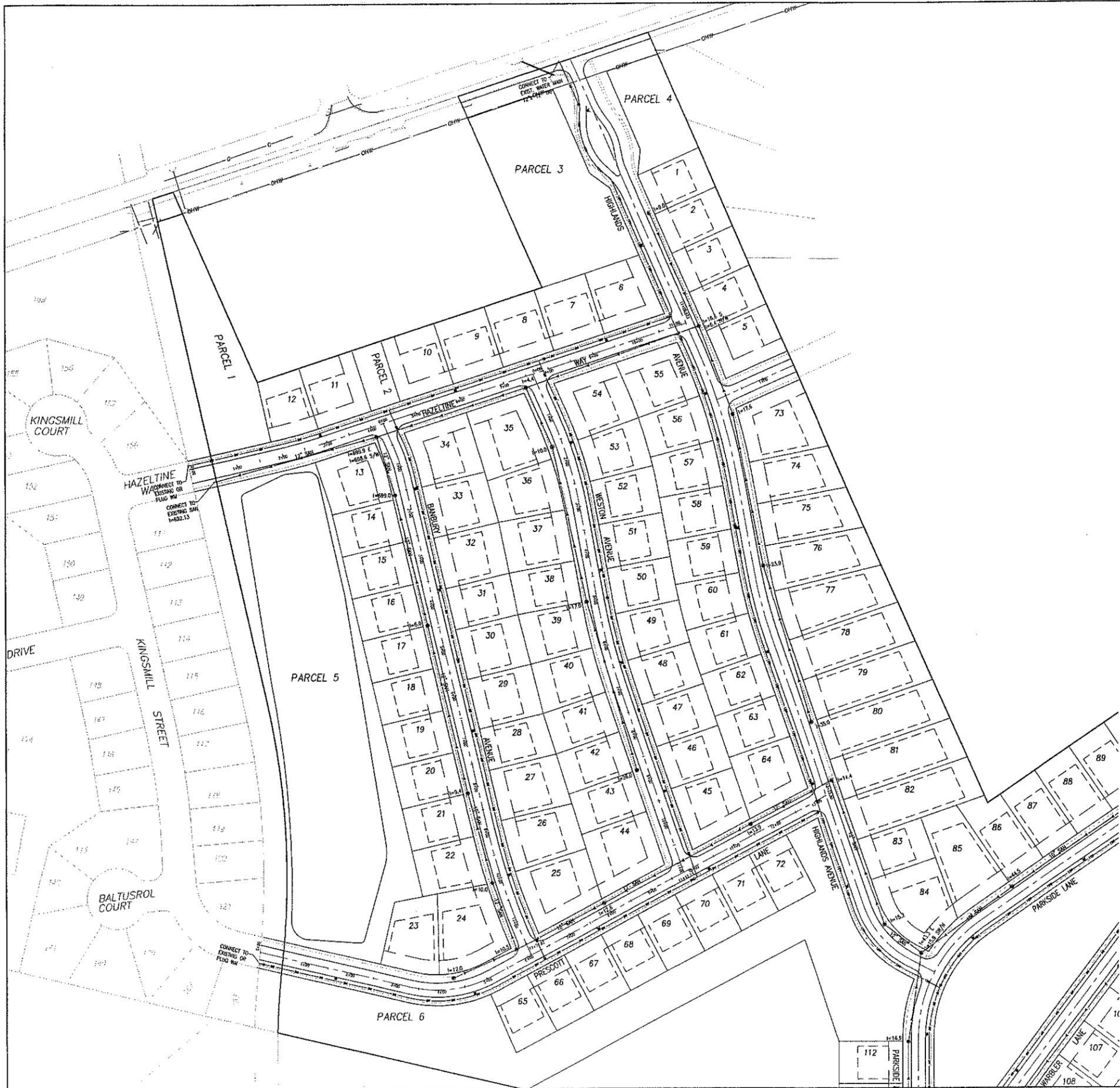
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6	REV. PER CITY	17JAN02	
5	REV. PER CITY	23MAY02	
4	REV. PER DEVELOPER	02APR02	
3	REV. PER CITY	10JAN02	
2	REV. PER DEVELOPER	26DEC01	
1	REV. PER CITY	07NOV01	
	Original Plan Date	24OCT01	
No.	Description		

**PRELIMINARY GRADING AND DRAINAGE PLAN - 5**  
**THE HIGHLANDS**  
**YORKVILLE, ILLINOIS**

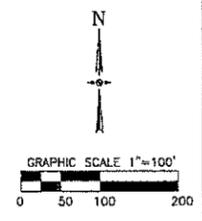
**JACOB & HEFNER ASSOCIATES, P.C.**  
 ENGINEERS • SURVEYORS  
 780 PROSPECT ROAD, SUITE 100  
 GLEN ELLEN, ILLINOIS 60137  
 PHONE: (630) 942-9000  
 FAX: (630) 942-1774

**WYNDHAM DEERPOINT**  
 604 LINDSAY CIRCLE  
 NORTH AURORA, IL 60542  
 Phone: (630)-966-1000  
 Fax: (630)-966-1008

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SEE SHEET SW2 FOR CONTINUATION



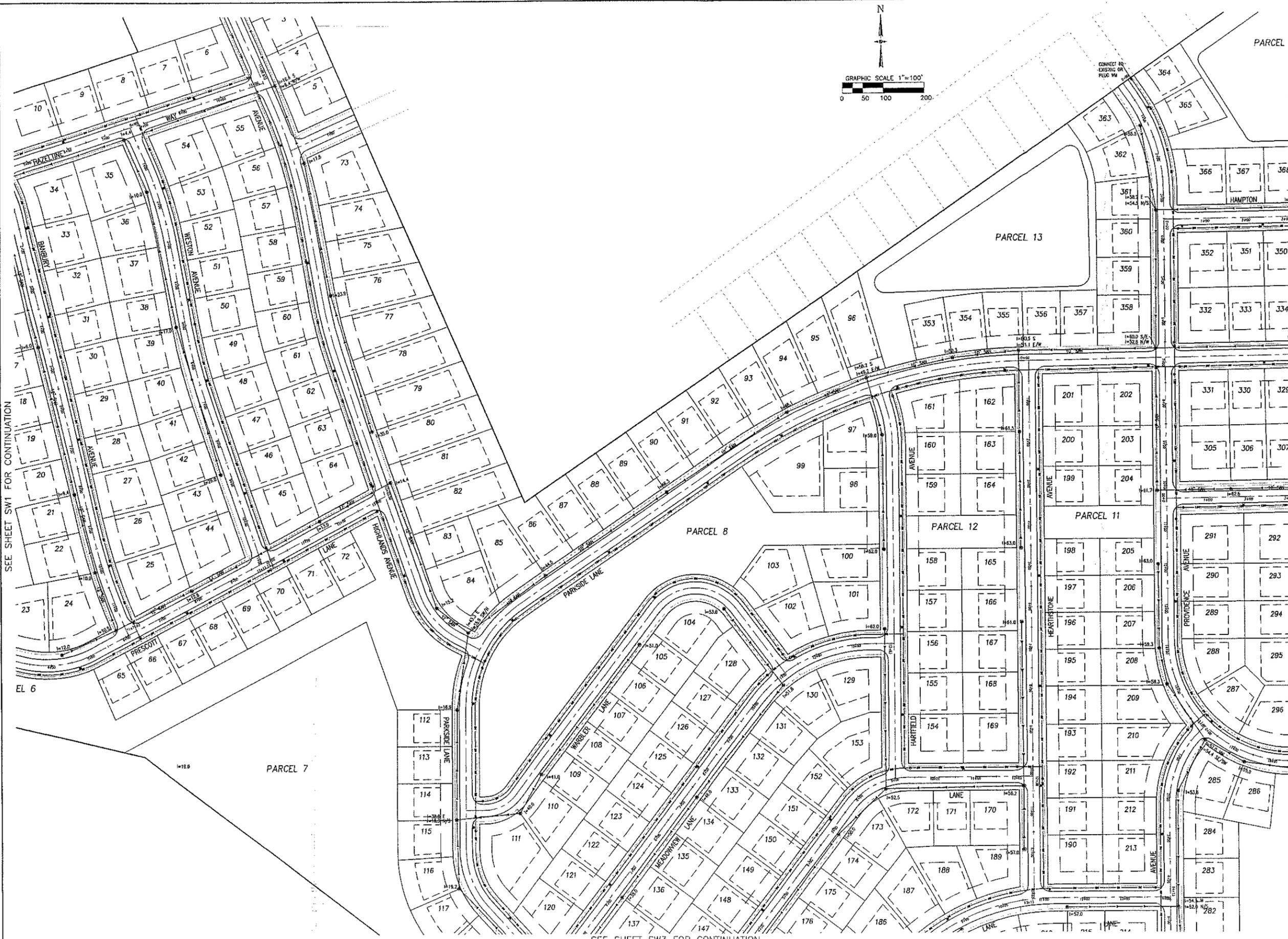
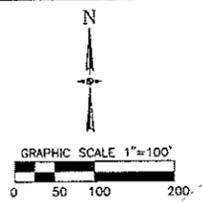
No.	Original Plan Date	Description
7	09JUL02	REV. PER DEVELOPER
6	17AJUN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	26DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY
	24OCT01	Original Plan Date

PRELIMINARY SANITARY AND  
WATERMAIN PLAN - 1  
  
THE HIGHLANDS  
YORKVILLE, ILLINOIS

**JACOB & HEFNER ASSOCIATES, P.C.**  
ENGINEERS & SURVEYORS  
708 ROOSEVELT ROAD, SUITE 100  
GREEN BUSH, ILLINOIS 60137  
PHONE: (630) 942-9000  
FAX: (630) 942-1774

**WYNDHAM DEERPOINT**  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60542  
Phone: (630)-968-1000  
Fax: (630)-968-1006

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SEE SHEET SW1 FOR CONTINUATION

No.	Original Plan Date	Description
7	09JUL02	REV. PER DEVELOPER
6	17JUN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	26DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY
		Original Plan Date
		Description

PRELIMINARY SANITARY AND WATERMAIN PLAN - 2  
THE HIGHLANDS  
YORKVILLE, ILLINOIS

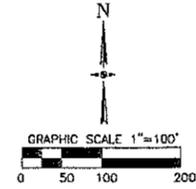
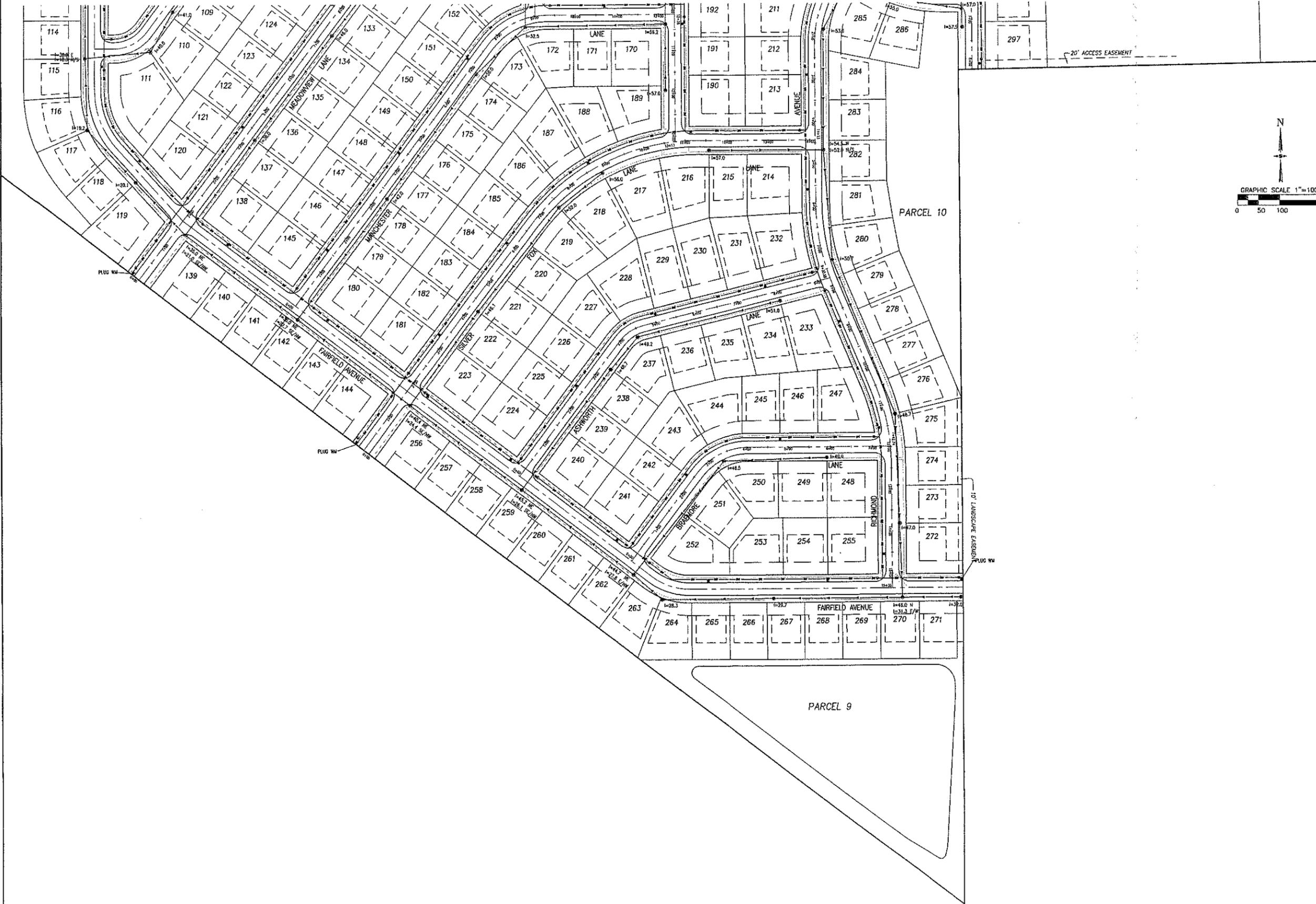
JACOB & HEFNER ASSOCIATES, P.C.  
ENGINEERS & SURVEYORS  
708 ROSSWAT ROAD, SUITE 100  
GLEN OAK, ILLINOIS 60137  
PHONE: (630) 942-9000  
FAX: (630) 942-1774

WYNDHAM DEERPOINT  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60642  
Phone: (630)-966-1000  
Fax: (630)-966-1006

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SEE SHEET SW3 FOR CONTINUATION

SEE SHEET SW2 FOR CONTINUATION



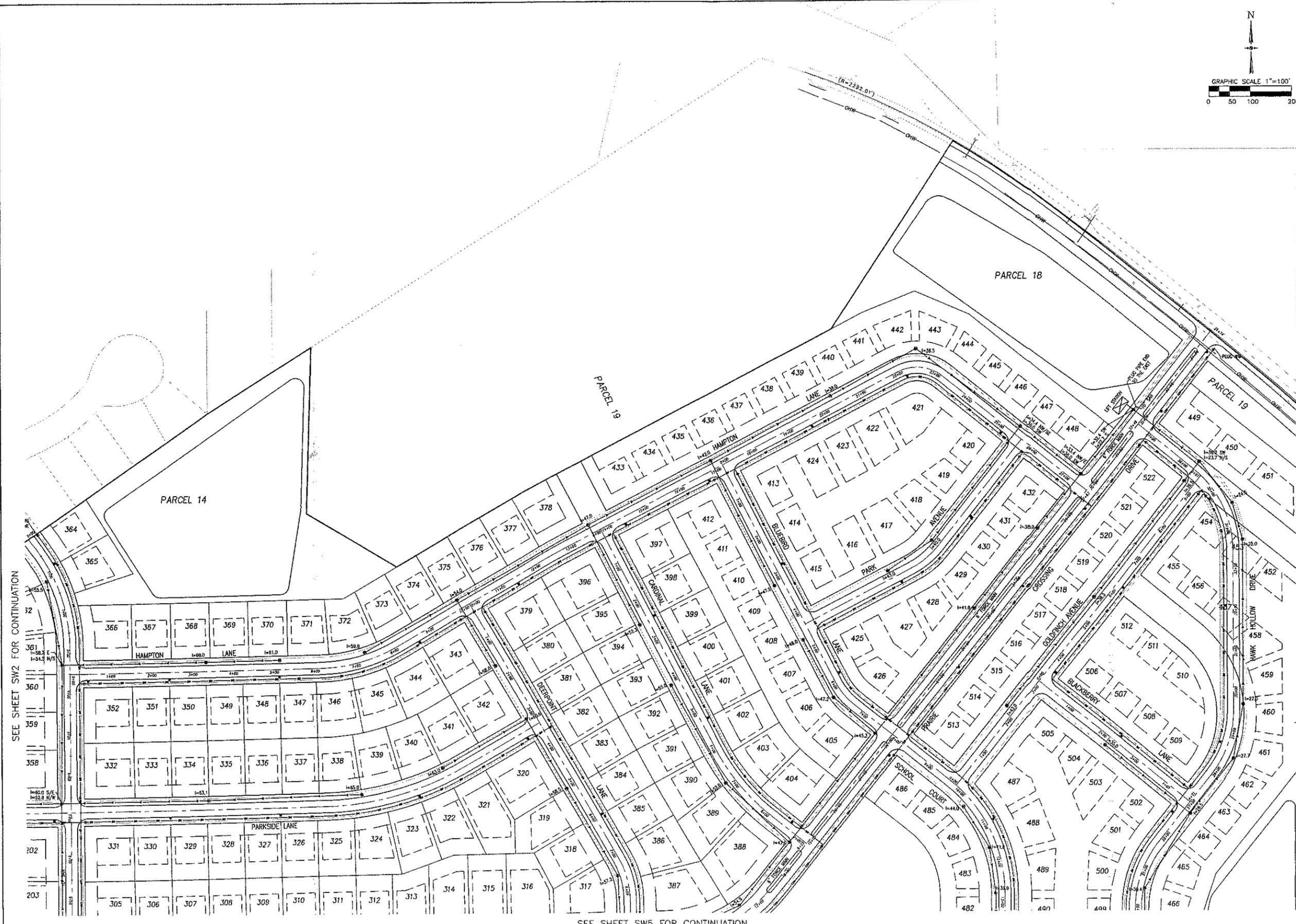
No.	Date	Description
7	09JUL02	REV. PER DEVELOPER
6	17JUN02	REV. PER CITY
5	23MAY02	REV. PER CITY
4	02APR02	REV. PER DEVELOPER
3	10JAN02	REV. PER CITY
2	26DEC01	REV. PER DEVELOPER
1	07NOV01	REV. PER CITY
	24OCT01	Original Plan Date

**PRELIMINARY SANITARY AND WATERMAIN PLAN - 3**  
**THE HIGHLANDS**  
**YORKVILLE, ILLINOIS**

**JACOB & HEFNER ASSOCIATES, P.C.**  
 ENGINEERS • SURVEYORS  
 789 ROOSEVELT ROAD, SUITE 100  
 YORKVILLE, ILLINOIS 62458  
 PHONE: (630) 942-8900  
 FAX: (630) 942-1774

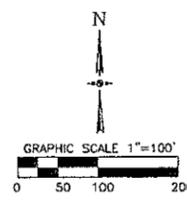
**WYNDHAM DEERPOINT**  
 604 LINDSAY CIRCLE  
 NORTH AURORA, IL 60542  
 Phone: (630)-966-1000  
 Fax: (630)-966-1006

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SEE SHEET SW2 FOR CONTINUATION

SEE SHEET SW5 FOR CONTINUATION



No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26FEC01
1	REV. PER CITY	07NOV01
	Original Plan	24OCT01

PRELIMINARY SANITARY AND  
WATERMAIN PLAN - 4  
  
THE HIGHLANDS  
YORKVILLE, ILLINOIS

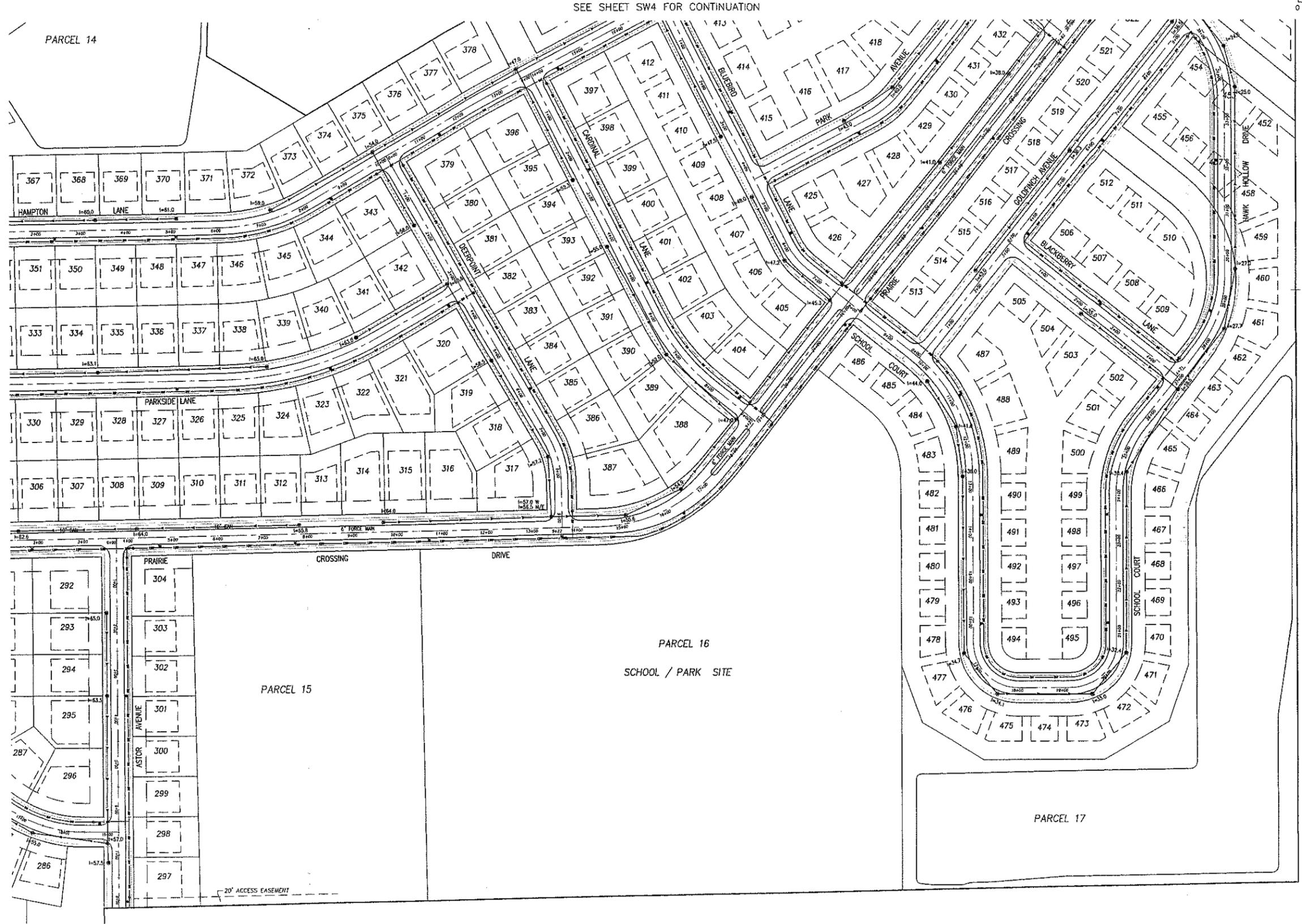
JACOB & HEFFNER ASSOCIATES, P.C.  
ENGINEERS - SURVEYORS  
788 ROOSEVELT ROAD, SUITE 100  
YORKVILLE, ILLINOIS 62458  
PHONE: (618) 942-9000  
FAX: (618) 942-1774

WYNDHAM DEERPOINT  
604 LINDSAY CIRCLE  
NORTH AURORA, IL 60542  
Phone: (630)-966-1000  
Fax: (630)-966-1006

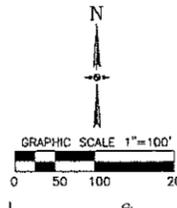
C544  
SW4  
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SEE SHEET SW2 FOR CONTINUATION



SEE SHEET SW4 FOR CONTINUATION



No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	28DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

**PRELIMINARY SANITARY AND WATERMAIN PLAN - 5**

**THE HIGHLANDS YORKVILLE, ILLINOIS**

**JACOB & HEFNER ASSOCIATES, P.C.**  
 ENGINEERS - SURVEYORS  
 788 POCOSSETT BLVD., SUITE 100  
 GLENVIEW, ILLINOIS 60017  
 PHONE: (830) 942-9000  
 FAX: (830) 942-1774

**WYNDHAM DEERPOINT**  
 604 LINDSAY CIRCLE  
 NORTH AURORA, IL 60542  
 Phone: (630)-966-1000  
 Fax: (630)-966-1006

C544  
 SW5  
 17 OF 17

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**PERMITTED VARIATIONS AND DESIGN STANDARDS**

I. Permitted Variations to Zoning Ordinance:

A. Section 12.15.5: Sign Code

1. Increase sign face area and height standards to comply with the standards set forth in Exhibit "H" attached hereto

B. PUD for 117 Duplex lots (324 units) with common area and building envelopes in substantial conformance with the Preliminary Plan.

II. Permitted Variations to Subdivision Ordinance:

A. PUD for 117 Duplex lots (324 units) with common area and building envelopes in substantial conformance with the Preliminary Plan.

III. Permitted Variations to Building Code:

IV. Permitted Variations for Signage:

The provisions of the Zoning Ordinance are hereby varied as necessary and appropriate to permit the construction and use of those signs as identified in Paragraph 13 of this Agreement and in Exhibit "H" attached hereto

**EXHIBIT "F"**

**FORM LETTER OF CREDIT OR SURETY BOND**

(See following page)

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

\_\_\_\_\_ 20 \_\_\_\_\_

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

Re: Subdivision Name  
Letter of Credit No.  
For Account of  
Amount  
Date

Gentlemen:

The undersigned \_\_\_\_\_ by \_\_\_\_\_, its' duly  
(name of financial institution) (name & title)  
authorized agent,, hereby establishes and issues this Irrevocable Letter of Credit in favor of the City  
of Yorkville in the amount of \$ \_\_\_\_\_, which represents 110% of the cost of the  
improvements described herein. Such credit is available to be drawn upon by said City upon  
presentation to this bank of your demand for payment accompanies by a copy of this Letter of Credit.

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

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

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

F-2

The development is legally described as follows:

See Attached Exhibit "A"

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

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

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

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

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

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

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

5. that the City of Yorkville has determined that the public improvements or other improvements covered by this commitment have been or are likely to be the subject of liens or other claims by contractors, subcontractors or third parties; or
6. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

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

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

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

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

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Letter of Credit may be reduced. The outstanding balance of this Letter of Credit shall be the face amount of this Letter of Credit less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Letter of Credit shall not be reduced to less than 25% of the approved engineer's estimate upon which this Letter of Credit is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Letter of Credit has been released by the City Council of the City.

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

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

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

BY: \_\_\_\_\_

ATTEST:

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

STATE OF ILLINOIS)  
 ) SS  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the \_\_\_\_\_ (title) \_\_\_\_\_, and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ (name of institution) \_\_\_\_\_ (title) of said institution, and who are personally known to me to be the same persons whose names are subscribed to the foregoing Letter of Credit as such \_\_\_\_\_ and \_\_\_\_\_ (title) \_\_\_\_\_ (title) respectively, and caused the corporate seal of said \_\_\_\_\_ (name of institution) to be affixed thereto pursuant to authority given by the Board of Directors thereof as their free and voluntary acts and as the free and voluntary act and deed of said institution.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public SEAL

**EXHIBIT "G"**

**CURRENT CITY BUILDING CODES**

1. BOCA 1999
2. Illinois State Plumbing Code
3. National Electric Code 1999
4. International Building Code 2000

**EXHIBIT "H"**

**PROJECT SIGNAGE**

- I. Onsite Project Identification Signs:
  - 1. Number: 4
  - 2. Maximum Height: 20 feet
  - 3. Maximum Sign Faces Per Sign: 2
  - 4. Maximum Sign Face Area Per Side: 200 square feet
  - 5. Illumination: Permitted
  - 6. Minimum Setback from Property Line: 5 feet
  - 7. Location: As from time to time determined by DEVELOPER
  
- II. Onsite Model Home Signs:
  - 1. Number: 1 sign for each model home
  - 2. Maximum Height: 6 feet
  - 3. Maximum Sign Faces Per Sign: 2
  - 4. Maximum Sign Face Area Per Side: 32 square feet
  - 5. Illumination: Permitted
  - 6. Minimum Setback from Property Line: 5 feet
  - 7. Location: As from time to time determined by DEVELOPER
  
- III. Onsite Directional and Information Signs:
  - 1. Number: No maximum number
  - 2. Maximum Height: 6 feet
  - 3. Maximum Sign Faces Per Sign: 2
  - 4. Maximum Sign Face Area Per Side: 16 square feet
  - 5. Illumination: Permitted
  - 6. Minimum Setback from Property Line: 5 feet
  - 7. Location: As from time to time determined by DEVELOPER
  
- IV. Onsite Sales or Marketing Signs/Flags:
  - 1. Number: 12
  - 2. Maximum Height: 10 feet
  - 3. Maximum Sign Faces per Sign: 2
  - 4. Maximum Sign Face Area Per Side: 32 square feet
  - 5. Illumination: Permitted
  - 6. Location: As from time to time determined by DEVELOPER

V. Permanent Entry Monument Signs:

Permanent entry monument signs and treatments shall be permitted in compliance with applicable provisions of the CITY Sign Ordinance and Subdivision Ordinance, or as otherwise approved by the CITY Council or Building and Zoning Officer upon request by DEVELOPER.

VI. Other Signs:

In addition to those permitted signs as identified in this Exhibit "H", DEVELOPER shall further have the right to from time to time install and utilize such other signage upon the Highlands Property as otherwise permitted pursuant to the provisions of applicable ordinances of the CITY.

**EXHIBIT "I"**

**RECAPTURE IMPROVEMENTS**

1. **To be determined.**

**EXHIBIT "J"**

**RECAPTURE AGREEMENT**

(See following six pages)

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Guerard, Kalina & Butkus  
Richard M. Guerard  
100 W. Roosevelt Road  
Wheaton, IL 60187

**RECAPTURE AGREEMENT**

THIS RECAPTURE AGREEMENT ("Agreement"), is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the UNITED CITY OF YORKVILLE, an Illinois municipal corporation ("CITY") and WYNDHAM DEERPOINT HOMES, an Illinois corporation ("DEVELOPER").

**RECITALS:**

- A. DEVELOPER is the OWNER and DEVELOPER of that certain real estate development located within the corporate limits of the CITY and commonly known as Highlands Crossing Subdivision ("Subdivision").
- B. DEVELOPER and the CITY have heretofore entered into that certain Annexation Agreement dated \_\_\_\_\_, 2002 ("Annexation Agreement") pertaining to the annexation and development of the Subdivision within the CITY.
- C. DEVELOPER desires to recapture an allocable share of the costs of constructing certain of the public improvements for the Subdivision ("Recapture Items") which will provide benefit to other properties ("Benefitted Properties") from the OWNERS of the Benefitted Properties ("Benefitted OWNERS").
- D. DEVELOPER and the CITY are desirous of entering into this Agreement to provide for the fair and allocable recapture by DEVELOPER of the proportionate costs of the Recapture Items from the Benefitted OWNERS, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **RECAPTURE ITEMS.** The Recapture Items, being elements of the public improvements to be constructed as a part of the development of the Subdivision, are identified in Attachment "A" attached hereto ("Recapture Schedule"). The Recapture Schedule identifies each Recapture Item and the estimated cost to construct each Recapture Item ("Estimated Cost"). DEVELOPER shall cause each of the Recapture Items to be constructed in compliance with the provisions of the Annexation Agreement and to be accepted and conveyed to the CITY in accordance with applicable ordinances of the CITY.

2. **BENEFITTED PROPERTIES.** The Benefitted Properties are legally described in the Recapture Schedule attached hereto as Attachment "B". Each parcel of real estate contained within the Benefitted Properties is referred to herein individually as a "Benefitted Parcel". There are a total of \_\_\_\_\_ ( ) Benefitted Parcels as identified in the Recapture Schedule.

3. **RECAPTURE COSTS.** The Recapture Item(s) which the Corporate Authorities of the CITY have determined will benefit a Benefitted Parcel, and the prorata share of the Estimated Cost of each such Recapture Item to be allocated to such Benefitted Parcel are set forth in the Recapture Schedule. The aggregate amount of the proportionate share of the Estimated Cost for each of the Recapture Items allocable to a Benefitted Parcel is referred to herein as the "Recapture Costs". The Recapture Costs for each of the Benefitted Parcels shall be as identified in the Recapture Schedule. Interest shall accrue on the Recapture Costs for the benefit of DEVELOPER at the rate of six percent (6 %) per annum from the date the Recapture Item is completed by DEVELOPER until the Recapture Cost is paid. All references to Recapture Costs herein shall include accrued interest owed thereon.

4. **COLLECTION OF RECAPTURE COSTS.** The CITY shall assess against and collect from the Benefitted OWNER of a Benefitted Parcel, or any portion thereof, his successors and assigns, the Recapture Cost, calculated under Paragraph 3 of this Agreement for such Benefitted Parcel. At such time as a Benefitted OWNER, or its agent or representative, annexes and/or subdivides a Benefitted Parcel, or any portion thereof, or subdivides the Benefitted Parcel from a larger parcel of land, or applies to the CITY for issuance of a permit for connection to all or any of the Recapture Items, whichever shall first occur, the CITY shall collect from such Benefitted OWNER, or its agent or representative, the applicable Recapture Costs, owed hereunder by such Benefitted Parcel. No Benefitted Parcel which is a part of a subdivision (whether by plat or division by deed) shall be approved or recognized by the CITY or be issued a connection permit to a Recapture Item by the CITY until such Benefitted Parcel has fully paid the applicable Recapture Costs, owed by such Benefitted Parcel under this Agreement.

5. **PAYMENT OF RECAPTURE COSTS.** Any Recapture Costs, collected by the CITY pursuant to this Agreement shall be paid to DEVELOPER, or such other person or entity as DEVELOPER may direct by written notice to the CITY, within thirty (30) days following

collection thereof by the CITY. It is understood and agreed that the CITY's obligation to reimburse DEVELOPER shall be limited to funds collected from the Benefitted OWNERS as provided herein, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the CITY to make payments from its general corporate funds or revenue.

6. **CITY'S OBLIGATION.** The CITY and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections of the Recapture Costs, for each Benefitted Parcel. Neither the CITY or any of its officials shall be liable in any manner for the failure to make such collections, and DEVELOPER agrees to hold the CITY, its officers, employees and agents, harmless from the failure to collect said fees. In any event, however, DEVELOPER and/or the CITY may sue any Benefitted OWNER owing any Recapture Costs, hereunder for collection thereof, and in the event DEVELOPER initiates a collection lawsuit, the CITY agrees to cooperate in DEVELOPER's collection attempts hereunder by allowing full and free access to the CITY's books and records pertaining to the subdivision and/or development of the Benefitted Parcel and the collection of any Recapture Costs therefor. In the event the CITY and any of its agents, officers or employees is made a party defendant in any litigation rising out of or resulting from this Agreement, DEVELOPER shall defend such litigation, including the interest of the CITY, and shall further release and hold the CITY harmless from any judgment entered against DEVELOPER and/or the CITY and shall further indemnify the CITY from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the CITY or any of its agents, officers or employees.

7. **CITY'S COLLECTION OF OTHER FEES AND CHARGES.** Nothing contained in this Agreement shall limit or in any way affect the rights of the CITY to collect other fees and charges pursuant to CITY ordinances, resolutions, motions and policies. The Recapture Costs provided for herein for each Benefitted Parcel is in addition to such other CITY fees and charges.

8. **TERM.** This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof, unless sooner terminated by the mutual agreement of the parties hereto or by the completion of all duties to be performed hereunder. In the event no portion of a Benefitted Parcel is a part of a subdivision approved or recognized by the CITY and no connection permit as aforesaid is issued by the CITY for such Benefitted Parcel within ten years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth herein pertaining to such Benefitted Parcel, shall become null and void and of no further force and effect as to such Benefitted Parcel.

9. **LIEN.** The recordation of this Agreement against the Benefitted Properties shall create and constitute a lien against each Benefitted Parcel, and each subdivided lot hereafter contained therein, in the amount of the Recapture Costs, plus interest, applicable hereunder to such Benefitted Parcel.

10. **MISCELLANEOUS PROVISIONS.**

A. **Agreement:** This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefitted Properties.

B. **Binding Effect:** Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of DEVELOPER and any successor municipal corporation of the CITY.

C. **Enforcement:** Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding in force and compel performance of this Agreement.

D. **Recordation:** A true and correct copy of this Agreement shall be recorded, at DEVELOPER's expense, with the Kendall County Recorder's office. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefitted Properties in accordance with the terms and provisions set forth herein.

E. **Notices:** Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the U.S. mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to CITY:                   United CITY of Yorkville  
                                  Attn: CITY Clerk  
                                  800 Game Farm Road  
                                  Yorkville, Il 60540  
                                  Fax: (630) 553-8330

With a copy to:             United CITY of Yorkville's Attorney  
                                  Daniel J. Kramer, esq.  
                                  1107 A1  
                                  South Bridge Street  
                                  Yorkville, Il  
                                  Fax: (630) 553-5764

If to OWNER  
and/or DEVELOPER:

Wyndham Deerpoint Homes  
605 Lindsay Circle  
North Aurora, IL. 60542  
Attn: Mary E. Krasner  
Fax: (630) 966-1006

with a copy to:

Guerard, Kalina & Butkus  
100 W. Roosevelt Road  
Wheaton, IL 60187  
Attn: Richard M. Guerard  
Fax: (630) 690-9652

F. Severability: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefitted Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.

G. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement, regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.

H. Captions and Paragraph Headings: Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

I. Recitals and Exhibits: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

J. Enforceability: This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the date first above written.

**DEVELOPER:**

**CITY:**

WYNDHAM DEERPOINT HOMES,  
an Illinois partnership

UNITED CITY OF YORKVILLE, an  
Illinois municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# YORKVILLE COMMUNITY UNIT DISTRICT 115

602 Center Parkway, Suite A, P. O. Box 579

Yorkville, IL 60560-0579

Telephone (630) 553-4382

Fax (630) 553-4398

## YORKVILLE HIGH SCHOOL

797 Game Farm Road  
Yorkville, Illinois 60560  
Telephone (630) 553-4380

## YORKVILLE MIDDLE SCHOOL

702 Game Farm Road  
Yorkville, Illinois 60560  
Telephone (630) 553-4385

## CIRCLE CENTER INTERMEDIATE SCHOOL

901 Mill Street  
Yorkville, Illinois 60560  
Telephone (630) 553-4388

## YORKVILLE GRADE SCHOOL

201 West Somonauk Street  
Yorkville, Illinois 60560  
Telephone (630) 553-4390

## BRISTOL GRADE SCHOOL

23 Hunt Street  
P.O. Box 177  
Bristol, Illinois 60512  
Telephone (630) 553-4383

January 6, 2003

Mr. Daniel J. Kramer  
Attorney - United City of Yorkville  
800 Game Farm Rd.  
Yorkville, IL 60560

RE: Annexation and Petition for approval of  
Subdivision Plat for Wyndham Deerpoint  
Homes (The Highlands subdivision)

Upon review and final approval of the Board of Education of Yorkville Community Unit School District #115, and final Annexation Agreement and Petition for approval of Subdivision Plat for Wyndham Deerpoint Homes, it will be our intent that the majority of the School Land/Cash contribution, if not all of it, is in the form of a school site being dedicated to the School District and if there is any amount still owed, that will be made by a cash contribution.

As of today, we are still discussing the Annexation Agreement with our attorney, Peter Wilson.

Sincerely,



Dr. Thomas D. Engler  
Superintendent

TDE/mlm



Exhibit "K"

**KENDALL COUNTY RIGHT-TO-FARM STATEMENT**

NOTICE:

Kendall County has a long, rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by a zoning indicator - A-1 or Ag Special Use. Anyone constructing a residence or facility near this zoning should be aware that normal agricultural practices may result in occasional smells, dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.

U:\RMG\Yorkville\highlandsannexationagr7.wpd  
05/1/01

**EXHIBIT "M"**

Special Tax Bond Policy

(See following pages)



WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

MIKE ANDERSON



VALERIE BURD



LARRY KOT



ROSE SPEARS



JOSEPH BESCO



PAUL JAMES



MARTY MUNNS



RICHARD STICKA



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,  
this 26th day of March, A.D. 20  



MAYOR

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

this 27th day of March, A.D. 2022.

Attest: [Signature]  
CITY CLERK



Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

M-4

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

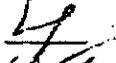
MIKE ANDERSON



VALERIE BURD



LARRY KOT



ROSE SPEARS



JOSEPH BESCO



PAUL JAMES



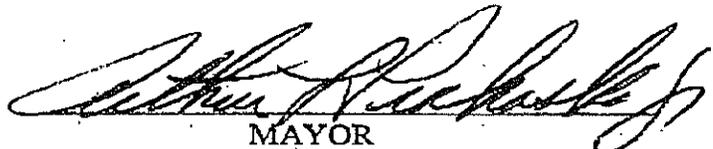
MARTY MUNNS



RICHARD STICKA



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,  
this 26th day of March, A.D. 20  



MAYOR

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

this 27th day of March, A.D. 2022.

Attest:

  
CITY CLERK



Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

M-4

## AGREEMENT

THIS AGREEMENT, made this 17 day of December 2002 by and between WYNDHAM DEERPOINT HOMES, an Illinois partnership, and CREEK PARTNERS, LLC, an Illinois limited liability company, (hereinafter referred to as "OWNER/DEVELOPER"), and MARY BLOCK,

WHEREAS, OWNER/DEVELOPER are in the process of annexing to the City of Yorkville for the purpose of building a residential development on certain property in Kendall Township, Kendall County, Illinois, and

WHEREAS, MARY BLOCK is an owner of certain properties which abut and are effected by such development, and

WHEREAS, the parties desire to enter into an Agreement reflecting their mutual interests,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

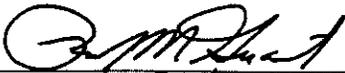
1. That OWNER/DEVELOPER shall install various plantings along the common boundary between the property of MARY BLOCK and the OWNER/DEVELOPER in accordance with plans dated July 3<sup>rd</sup>, 2002 and known as Project No. WY 0206, all of which will be installed and completed prior to any building permits being issued in the proposed development.
2. That OWNER/DEVELOPER of property shall construct a tile from point of discharge from Developer's property on the Southerly corner of Developer's property located on the division line between Sections 9 and 10, Kendall Township, Kendall County, Illinois, to a point approximately 1700 feet in length on certain land owned by the MARY BLOCK located in the Westerly one-half of Section 10, Kendall Township, Kendall County, Illinois, at which grass waterway begins. Said tile shall be constructed of a size no less than the size of the discharge at the point of discharge from the Developer's property and shall include approved erosion control measures at its discharge onto the said grass waterway to prevent future erosion. Such approval shall be made by the City of Yorkville engineers and the engineers of MARY BLOCK.
3. That OWNER/DEVELOPER shall install and hook up a two-inch (2") water line from an existing well located on the MARY BLOCK property located in the Southeast Quarter of Section 3, Kendall Township, Kendall County, Illinois, for the purpose of watering cattle owned by Mary Block located on the MARY BLOCK real estate located in the Southwest Quarter of Section 3 and elsewhere, all in accordance with the proposal of H D Backhoe Services, LLC dated November 7<sup>th</sup>, 2002, a copy of which is attached hereto, and the installation of two (2) tanks for said watering purposes in accordance with the bid of Grainco FS, Inc. as attached hereto.
4. That OWNER/DEVELOPER agree to reimburse MARY BLOCK in the sum of Five

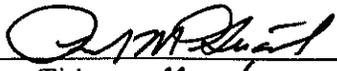
Hundred (\$500.00) Dollars in fencing expenses and also the costs of electrical connections.

WYNDHAM DEERPOINT HOMES,  
an Illinois partnership, and CREEK  
PARTNERS, LLC, an Illinois limited  
liability company, OWNER/DEVELOPER

MARY BLOCK

Mary C Block

BY:   
Title: Partner

BY:   
Title: Member

H.D. BACKHOE SERVICE, LLC

P.O. Box 158  
YORKVILLE, IL 60560

# PROPOSAL

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

(630) 553-5556 FAX (630) 553-1810

To: Sunny Valley

Rt. 126

Yorkville, IL 60560

JOB NAME NO	
LOCATION	
Att : Chris	
PHONE	DATE

November 7, 2002

We hereby submit specifications and estimates for:

### Install and hook – up 2" water line for cattle watering tanks with concrete pad.

2000ft. 2" SDR pipe 240 test	\$2,500.00
Machine and labor	\$3,720.00
Manhole and frame with lid	\$1,200.00
2 – 1" hydrant	\$320.00
Plumber and fittings	\$300.00
3/6 Wire 2000ft.	\$900.00
Concrete pads	\$1,600.00
Tax on materials:	\$267.30
	<b>\$10,807.30</b>

Electric hook – up by others

### Subject to County Approval

~~Coring Hole in Wall (\$600 if applicable)~~

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of:

**Backfill to rough grade – Landscaping NOT included**

~~Frost of 4" or more will be an additional charge at hourly rates~~ \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payable within 30 days of job completion.

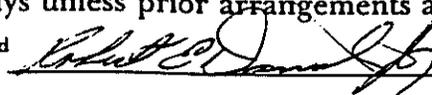
**Ten Thousand Eight Hundred Seven and 30/100**

**\$10,807.30**

A 1.5% charge will be added to all payments after 30 days unless prior arrangements are made.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL** – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# GRAINCO FS INC.

MORRIS, ILLINOIS 60450

Mazon (815) 448-2151 Morris (815) 942-3210  
 Minooka (815) 467-6665 Dwight (815) 584-3429  
 Yorkville (630) 553-7471 Newark (815) 695-5213  
 Lisbon Center (815) 475-4111

CUSTOMER'S ORDER NO		PHONE		DATE		
Fax		630-553-5179		10/17/02		
NAME						
Sunny Valley Farm						
ADDRESS						
Bid for Future Order						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT
QTY.	DESCRIPTION				PRICE	AMOUNT
2	Mira Fount 6001 Big Spring contains Electric Heat (Dimensions 90"L x 33"W and Drinker height 24")				769 <sup>50</sup> / <sub>ea</sub>	1539 <sup>00</sup>
2	Freight				55 <sup>00</sup> / <sub>ea</sub>	110 <sup>00</sup>
	total					1649 <sup>00</sup>
Thank You!					TAX	
FUTURE DELIVERY ORDER						
RECEIVED BY						



# United City of Yorkville

County Seat of Kendall County  
800 Game Farm Road  
Yorkville, Illinois 60560  
Phone: 630-553-4350  
Fax: 630-553-7575

# Fax

Date: 2/3/03 Pages: 5 (Including cover sheet)

To: Dan Kramer Fax #:

Company Name:

From: Liz Daura

Re: The Highlands - Agreement w/Mary Bloch

CC:

- Urgent     For Review     Please Comment     Please Reply

● Comments:  
F Y I,

If you do not receive this transmission in its entirety, or have any problems with the receipt of this transmission, contact the sender immediately. If you have received this facsimile in error, please notify us by telephone immediately. The contents of this facsimile transmission are confidential and are not intended for distribution or publication without the sender's prior written consent.

# HP LaserJet 3330



City of Yorkville  
630-553-7575  
Feb-3-2003 12:56PM

## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
741	2/ 3/2003	12:54:31PM	Send	5535764	2:01	5	OK



**United City of Yorkville**  
County Seat of Kendall County  
800 Game Farm Road  
Yorkville, Illinois 60580  
Phone: 630-563-4330  
Fax: 630-562-7575

## Fax

Date: 2/3/03 Pages: 5 (Including cover sheet)

To: Dan Kramer Fax #:

Company Name:

From: Liz Danna

Re: The Highlands - Agreement w/ Mary Block

CC:

Urgent  For Review  Please Comment  Please Reply

Comments:

F Y I

If you do not receive this transmission in its entirety, or have any problems with the receipt of this transmission, contact the sender immediately. If you have received this facsimile in error, please notify us by telephone immediately. The contents of this facsimile transmission are confidential and are not intended for distribution or publication without the sender's prior written consent.



## United City of Yorkville

*County Seat of Kendall County*

800 Game Farm Road  
Yorkville, Illinois 60560  
Phone: 630-553-4350  
Fax: 630-553-7575

November 13, 2003

Mayor Arthur Prohaska  
United City of Yorkville  
800 Game Farm Rd.  
Yorkville, IL 60560

RE: Raintree Village

Dear Art:

Enclosed please find the original Agreement Letter with the Yorkville Community Unit School District and the Developer. This is the original of the photocopy that we reviewed and discussed at staff meeting with Tony about two weeks.

I have spoken personally on two occasions with Attorney Peter K. Wilson on behalf of the School District. I indicated that the Letter is in conformance with the Annexation/PUD Agreement and conforms to the contribution level required in the Agreement, and that the procedure to be used is acceptable to the City. I further informed him that we are not taking any position on whether the fees are allocated at the time of filing each particular plat or one lump sum payment since the City took no part in the negotiation of those terms. Based upon that discussion I would recommend you sign the agreement and forward the original to Dr. Engler. Please keep a copy for the City files and send me a signed copy as well.

Very Truly Yours,

Daniel J. Kramer,  
Attorney at Law

DJK/cth

**MICKEY, WILSON, WEILER, RENZI & ANDERSSON, P.C.**

ATTORNEYS AT LAW

2111 W. PLUM STREET, SUITE 201

AURORA, ILLINOIS 60506

www.mickeywilson.com

GARY K. MICKEY  
PETER K. WILSON, JR.  
BERNARD K. WEILER  
CONSTANCE BURNETT RENZI  
STEVEN A. ANDERSSON

MAILING ADDRESS: P.O. BOX 787  
AURORA, ILLINOIS 60507-0787

TELEPHONE: (630) 801-9699

FAX: (630) 801-9715

WRITER'S E-MAIL: pkw@mickeywilson.com

November 12, 2003

Mr. Daniel J. Kramer  
1107A South Bridge Street  
Yorkville, IL 60560

Re: Yorkville Community District #115  
Raintree Village, f/k/a Highlands Subdivision

Dear Dan:

Enclosed is an original Letter Agreement executed by all parties except the City of Yorkville. Could you please have it signed by the City and circulate copies to all parties. Thank you for your cooperation.

Very truly yours,



Peter K. Wilson, Jr.

PKW:mar

Enclosure

cc: Dr. Thomas Engler

# YORKVILLE COMMUNITY UNIT DISTRICT 115

602 Center Parkway, Suite A, P. O. Box 579

Yorkville, IL 60560-0579

Telephone (630) 553-4382

Fax (630) 553-4398

## YORKVILLE HIGH SCHOOL

797 Game Farm Road  
Yorkville, Illinois 60560  
Telephone (630) 553-4380

## YORKVILLE MIDDLE SCHOOL

702 Game Farm Road  
Yorkville, Illinois 60560  
Telephone (630) 553-4385

## CIRCLE CENTER INTERMEDIATE SCHOOL

901 Mill Street  
Yorkville, Illinois 60560  
Telephone (630) 553-4388

## YORKVILLE GRADE SCHOOL

201 West Somonauk Street  
Yorkville, Illinois 60560  
Telephone (630) 553-4390

## BRISTOL GRADE SCHOOL

23 Hunt Street  
P.O. Box 177  
Bristol, Illinois 60512  
Telephone (630) 553-4383

October 31, 2003

Michael Godek  
Concord Homes  
1540 E. Dundee Rd.  
St. 350  
Palatine, IL 60074

Richard Guerard  
Wyndham Deerpoint  
605 Lindsay Circle  
North Aurora, IL 60542

Mayor Art Prochaska  
City of Yorkville  
800 Game Farm Rd.  
Yorkville, IL 60560

Re: Raintree Village, f/k/a Highlands Subdivision  
Yorkville community Unit School District #115

Gentlemen:

This will confirm the prior conversations between Concord's counsel, Brian Meltzer, Mr. Rich Gerard of Wyndham Deer point, and our counsel, Peter K. Wilson, Jr., concerning the process for the payment and expenditure of certain of the impact fees required under Section 12A of the Amendment to Annexation Agreement dated January 1, 2002 and covering the above-referenced subdivision.

The school contribution contained in that Agreement provides, among other matters, for a school contribution of \$3,000 per unit. One-half of \$1,500 per unit, is to be paid at the time of filing of final plat, and the balance is paid at the rate of \$1,500 per unit on a per building permit basis. The Agreement contemplates the amount paid with final plat shall be deposited in escrow, and that the escrowed funds will be used by the District to build a school or schools on the land dedicated in the subdivision for a school site.

Per the above-referenced discussions, the parties have agreed that, in lieu of a formal escrow, the funds will be paid directly to the School District, and a receipt given by the District to be used by the Developer for obtaining approval by the City of Yorkville of its final plat. Pursuant to that Agreement, the School District shall segregate said funds into a separate account. At such time as the School District is ready to proceed with the construction of a school on the site dedicated in the subdivision, and prior to utilizing the funds set aside for such purpose, the School District will give formal notice of such to Concord Homes, Wyndham Deerpoint Homes, and to the City of Yorkville.



If you are in agreement with the foregoing, please sign and return a copy of this correspondence to the undersigned.

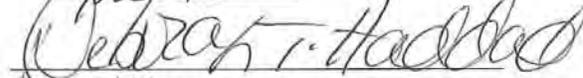
Sincerely,



Dr. Thomas D. Engler  
Superintendent

TDE/mlm

Agreed to and accepted this 14<sup>th</sup> day  
Of November, 2003



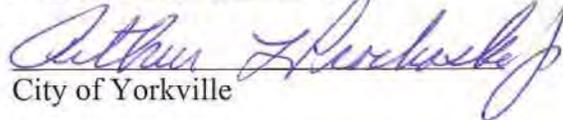
Concord Homes

Agreed to and accepted this 15<sup>th</sup> day  
Of November, 2003



Wyndham Deerpoint

Agreed to and accepted this 14<sup>th</sup> day  
Of November, 2003



City of Yorkville

STATE OF ILLINOIS        )  
                                  ) ss  
COUNTY OF KENDALL     )

**ORDINANCE NO. 2004- 01**

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT  
BETWEEN THE UNITED CITY OF YORKVILLE,  
A MUNICIPAL CORPORATION, AND  
RAINTREE VILLAGE, LLC, OWNER/DEVELOPER,  
AN ILLINOIS LIMITED LIABILITY CORPORATION**

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Amendment to Planned Unit Development Agreement pertaining to the development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Amendment to Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

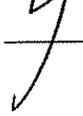
WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Amended Agreement and to perform the obligations as required hereunder; and

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 Mayor and City Clerk are herewith authorized and directed to execute, on

behalf of the City, an Amendment to Planned Unit Development Agreement concerning the development of the real estate described therein, a copy of which Amendment to Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

WANDA OHARE		JOSEPH BESCO	
VALERIE BURD		PAUL JAMES	
LARRY KOT		MARTY MUNNS	
ROSE SPEARS		RICHARD STICKA	

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 23<sup>rd</sup> day of January, A.D. 2007.

  
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 25<sup>th</sup> day of January, A.D. 2007.

Attest:   
CITY CLERK

Prepared by & Return to:  
Law Offices of Daniel J. Kramer  
1107A S. Bridge St.  
Yorkville, IL 60560  
630.553.9500

## EXHIBIT LIST

Exhibit "A" - "Full" legal description

**EXHIBIT "A"**

LEGAL DESCRIPTION  
CLUBHOUSE SITE  
RAINTREE VILLAGE, UNIT ONE

THAT PART OF LOT 106, RAIN TREE VILLAGE, UNIT ONE, BEING A  
SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 AND PART OF  
SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL  
COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED JANUARY 13,  
2004 AS DOCUMENT NO. 2004-938, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 106;  
THENCE SOUTH 55° 44' 24" WEST ALONG THE NORTHWESTERLY LINE OF  
SAID LOT, 589.47 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 52°  
55' 31" EAST, 189.38 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT;  
THENCE SOUTH 37° 04' 29" WEST ALONG SAID SOUTHEASTERLY LINE,  
413.55 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY  
ALONG SAID SOUTHEASTERLY LINE, BEING A CURVE CONCAVE  
NORTHWESTERLY HAVING A RADIUS OF 67.00 FEET, AN ARC LENGTH OF  
39.78 FEET, A CHORD BEARING OF SOUTH 54° 04' 59" WEST AND A CHORD  
DISTANCE OF 39.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE  
WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE  
SOUTHWESTERLY LINE OF SAID LOT, BEING A CURVE CONCAVE  
NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF

47.52 FEET, A CHORD BEARING OF NORTH 54° 27' 16" WEST AND A CHORD DISTANCE OF 40.68 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH 00° 00' 00" WEST ALONG SAID WEST LINE, 192.26 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT, BEING A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 265.00 FEET, AN ARC LENGTH OF 257.80 FEET, A CHORD BEARING OF NORTH 27° 52' 12" EAST AND A CHORD DISTANCE OF 247.76 FEET; THENCE NORTH 55° 44' 24" EAST ALONG SAID NORTHWESTERLY LINE, 57.16 FEET TO THE POINT OF BEGINNING, CONTAINING 78,845 S.F. \ 1.810 ACRES, MORE OF LESS.

STATE OF ILLINOIS        )  
                                  )ss.  
COUNTY OF KENDALL    )

**AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT  
BETWEEN THE UNITED CITY OF YORKVILLE,  
A MUNICIPAL CORPORATION, AND  
RAINTREE VILLAGE, LLC, OWNER/DEVELOPER,  
AN ILLINOIS LIMITED LIABILITY CORPORATION**

NOW COMES the UNITED CITY OF YORKVILLE, a Municipal Corporation, located in the County of Kendall, State of Illinois, hereinafter referred to as "CITY", and RAIN TREE VILLAGE, LLC, an Illinois Limited Liability Corporation, hereinafter referred to as "OWNER/DEVELOPER".

**WITNESSETH**

WHEREAS, RAIN TREE VILLAGE, LLC has become the Successor-Owner and Developer of Raintree Subdivision formerly known as The Highlands Subdivision, and the CITY have previously entered into a Planned Unit Development Agreement for said Subdivision; and

WHEREAS, a portion of the subject real property designated in the attached Exhibit "A" was to be developed as open space pursuant to the Planned Unit Development Agreement; and

WHEREAS, after consultation with the City Park Board, Recreation Director, and City Council the CITY has made a decision to accept the contribution of cash in lieu of the dedication of the real property described in the attached Exhibit "A"; and

WHEREAS, OWNER/DEVELOPER has agreed to take the real property described in the attached Exhibit "A" and develop the same with a clubhouse facility for the benefit of the residents of its development, and contribute the cash equivalent of the land that formerly was going to be dedicated to the CITY for open space purposes as designated in the attached Exhibit "A" pursuant to the United City of Yorkville Land-Cash Ordinance; and

WHEREAS, OWNER/DEVELOPER agree that ownership of said clubhouse facility must be maintained for recreational purposes for the benefit of the residents of Raintree Village or the public at large should the Homeowners Association allow public membership; and said clubhouse facility may not be sold to a third party unless said third party maintains said clubhouse facility for recreational purposes; and

WHEREAS, under the United City of Yorkville Land-Cash Ordinance, the CITY has the right to elect to take cash in lieu of land and does agree to do so:

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained the parties agree as follows:

- 1) INCORPORATION OF RECITALS: All parties hereto agree that the above contained recitals are an integral part of this Agreement and hereby adopt those recitals as part of this Agreement.
- 2) REAL PROPERTY EFFECTED: This Amendment shall affect only the terms, conditions, and general development plan as set out in the original Planned Unit Development Agreement, and as described in the attached Exhibit "A".
- 3) OWNER/DEVELOPER hereby is authorized to construct a clubhouse for the use of its residents of its subdivision, Raintree Village, on the site described in the

attached Exhibit "A".

- 4) The CITY agrees that OWNER/DEVELOPER shall pay the sum of One Hundred Four Thousand Four Hundred Dollars and 00/100 (\$104,400.00) as the cash equivalent for land-cash contributions in lieu of dedicating the site described in the attached Exhibit "A" pursuant to the United City of Yorkville Land-Cash Ordinance.
- 5) AUTHORIZATION OF AMENDMENT: OWNER/DEVELOPER warrant that the parties hereto have full and express authority to enter into an Amendment of the original Planned Unit Development Agreement to which this Amendment is appended pursuant to that Agreement.
- 6) RATIFICATION: All parties hereto agree that except to the extent performance standards or other terms of the original Planned Unit Development Agreement have been amended herein, all other terms of the original Planned Unit Development Agreement are hereby ratified, re-published, and reconfirmed between the parties hereto and remain the agreement of the parties.  
  
OWNER/DEVELOPER warrants that DEVELOPER shall stand in the position of a successor and assign of OWNER as to all rights accruing under the original Planned Unit Development Agreement.
- 7) SEVERABILITY: Should any provision of this Annexation Amendment be found to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions of this Amendment to Planned Unit Development Agreement as well as the original Planned Unit Development Agreement shall

remain in full force and effect.

- 8) Notice until further notice shall be provided at the following addresses:

CITY: City Clerk  
United City of Yorkville  
800 Game Farm Rd.  
Yorkville, IL 60560

Copy to: Attorney Daniel J. Kramer  
1107A S. Bridge St.  
Yorkville, IL 60560

OWNER/DEVELOPER: Greg Collins, Planning & Zoning Manager  
Raintree Village, LLC  
c/o Concord Homes, Inc.  
1540 E. Dundee Rd., Ste. 350  
Palatine, IL 60074

- 9) TIME IS OF THE ESSENCE: Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Amendment shall be performed in a timely manner by all parties hereto.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to  
Planned Unit Development Agreement this 13<sup>th</sup> day of July, 2004.

CITY:  
UNITED CITY OF YORKVILLE

By: Arthur Prochaska Jr  
MAYOR

Attest: Elizabeth A. Duvra  
Deputy Clerk

Dated: 7/13/04

OWNER/DEVELOPER:  
RAINTREE VILLAGE, LLC,  
An Illinois Limited Liability Corporation

By: [Signature]  
VICE PRESIDENT

Attest: [Signature]  
POST-SECRETARY

Dated: 1-23-04

Prepared by:  
Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

**EXHIBIT "A"**

LEGAL DESCRIPTION  
CLUBHOUSE SITE  
RAINTREE VILLAGE, UNIT ONE

THAT PART OF LOT 106, RAIN TREE VILLAGE, UNIT ONE, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED JANUARY 13, 2004 AS DOCUMENT NO. 2004-938, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 106; THENCE SOUTH 55° 44' 24" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT, 589.47 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 52° 55' 31" EAST, 189.38 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTH 37° 04' 29" WEST ALONG SAID SOUTHEASTERLY LINE, 413.55 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 67.00 FEET, AN ARC LENGTH OF 39.78 FEET, A CHORD BEARING OF SOUTH 54° 04' 59" WEST AND A CHORD DISTANCE OF 39.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, BEING A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF

47.52 FEET, A CHORD BEARING OF NORTH 54° 27' 16" WEST AND A CHORD DISTANCE OF 40.68 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH 00° 00' 00" WEST ALONG SAID WEST LINE, 192.26 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT, BEING A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 265.00 FEET, AN ARC LENGTH OF 257.80 FEET, A CHORD BEARING OF NORTH 27° 52' 12" EAST AND A CHORD DISTANCE OF 247.76 FEET; THENCE NORTH 55° 44' 24" EAST ALONG SAID NORTHWESTERLY LINE, 57.16 FEET TO THE POINT OF BEGINNING, CONTAINING 78,845 S.F. \ 1.810 ACRES, MORE OF LESS.

STATE OF ILLINOIS     )  
  ) ss  
COUNTY OF KENDALL    )

200500032454  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
10-21-2005 At 01:17 PM.  
ORDINANCE           45.00  
RHSP Surcharge       10.00

**ORDINANCE NO. 2005 - 02**

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF THIRD AMENDMENT TO ANNEXATION  
AND PLANNED UNIT DEVELOPMENT AGREEMENT  
(RAINTREE VILLAGE F/K/A THE HIGHLANDS SUBDIVISION)**

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Third Amendment to Planned Unit Development Agreement pertaining to the development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Third Amendment to Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Third Amended Agreement and to perform the obligations as required hereunder; and

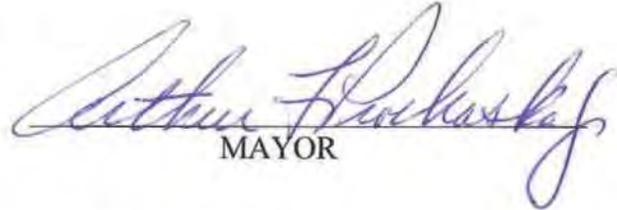
NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, the Third Amendment to Planned Unit Development Agreement concerning the development of the real estate described therein, a copy of which Amendment to Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

WANDA OHARE	<u>  y  </u>	JOSEPH BESCO	<u>  y  </u>
VALERIE BURD	<u>  y  </u>	PAUL JAMES	<u>  y  </u>
LARRY KOT	<u>  y  </u>	MARTY MUNNS	<u>  y  </u>
ROSE SPEARS	<u>  y  </u>	RICHARD STICKA	<u>  y  </u>

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 14th day of January, A.D. 2005.

  
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 14th day of January, A.D. 2005.

Attest:   
Deputy CITY CLERK



Prepared by & Return to:  
Law Offices of Daniel J. Kramer  
1107A S. Bridge St.  
Yorkville, IL 60560  
630.553.9500

**EXHIBIT LIST**

Exhibit "A" - "Full" legal description

STATE OF ILLINOIS        )  
  )ss.  
COUNTY OF KENDALL    )

**THIRD AMENDMENT TO ANNEXATION  
AND PLANNED UNIT DEVELOPMENT AGREEMENT  
(RAINTREE VILLAGE F/K/A THE HIGHLANDS SUBDIVISION)**

NOW COMES, the UNITED CITY OF YORKVILLE, a Municipal Corporation, located in the County of Kendall, State of Illinois, hereinafter referred to as “CITY”, and WYNDHAM DEERPOINT HOMES, an Illinois Partnership, hereinafter referred to as “OWNER/DEVELOPER” and CONCORD HOMES, hereinafter referred to as “PETITIONER”

W I T N E S S E T H

WHEREAS, WYNDHAM DEERPOINT HOMES has become the Successor-Owner and Developer of Raintree Subdivision formerly known as The Highlands Subdivision, and the CITY have previously entered into a Planned Unit Development Agreement for said Subdivision; and

WHEREAS, a portion of the subject real property designated in the attached Exhibit “A” was zoned as a Planned Unit Development under the R-2d2 classification as defined by the Untied City of Yorkville Zoning Ordinance providing for the construction of duplex residences; and

WHEREAS, the Petitioner requests an Amendment to the First Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement executed on December 10, 2002 to allow the construction of townhomes in accordance with the

Concept Plan for Unit 4 of the Raintree Village Subdivision, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B” and within the subject real property legally described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, that after consideration by the United City of Yorkville Park Board, Director of Parks and Recreation of the United City of Yorkville, and City Council the CITY concluded this Second Amendment to the Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement results in a net increase of eighteen homes within the subject property; and

**LAND CASH PAYMENT SCHOOLS**

WHEREAS, Petitioner shall pay to the United City of Yorkville the amount of Twenty-nine Thousand and 00/100 dollars (\$29,000.00) at the time of approval of Final Plat to satisfy the increased land cash contribution required by the United City of Yorkville Land Cash Ordinance resulting from the net increase of homes located within the subject property; and

WHEREAS, under the United City of Yorkville Land-Cash Ordinance, the CITY has the right to elect to take cash in lieu of land and does agree to do so; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained the parties agree as follows:

- 1) INCORPORATION OF RECITALS: All parties hereto agree that the above contained recitals are an integral part of this Agreement and hereby adopt those recitals as part of this Agreement.

- 2) REAL PROPERTY EFFECTED: This Amendment shall affect only the terms, conditions, and general development plan as set out in the original Planned Unit Development Agreement, the Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement and as described in the attached Exhibit "A" and depicted in the attached Exhibit "B".
- 3) OWNER/DEVELOPER hereby is authorized to construct townhomes, on the site described in the attached Exhibit "A" so long as said construction substantially conforms with the Concept Plan attached hereto as Exhibit "B".

- 4) The CITY agrees that OWNER/DEVELOPER shall pay the sum of Twenty-nine Thousand Dollars and 00/100 (\$29,000.00) as the cash equivalent for land-cash contributions in lieu of dedicating park land described in the attached Exhibit "A" pursuant to the United City of Yorkville Land-Cash Ordinance at the time of Final Plat.

LAND CASH PAYMENT PARKS

- 5) AUTHORIZATION OF AMENDMENT: OWNER/DEVELOPER warrant that the parties hereto have full and express authority to enter into an Amendment of the original Planned Unit Development Agreement and the Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement recorded with the Kendall County Recorder of Deeds on January 28, 2003 as Document Number 200300002858.
- 6) RATIFICATION: All parties hereto agree that except to the extent performance standards or other terms of the original Planned Unit Development Agreement and the Amendment to Annexation Agreement, Annexation Agreement and

Planned Unit Development Agreement have been amended herein, all other terms of the original Planned Unit Development Agreement are hereby ratified, re-published, and reconfirmed between the parties hereto and remain the agreement of the parties. OWNER/DEVELOPER warrants that PETITIONER shall stand in the position of a successor and assign of OWNER/DEVELOPER as to all rights and liabilities accruing under the original Planned Unit Development Agreement and the Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement.

7) SEVERABILITY: Should any provision of this Annexation Amendment be found to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions of this Amendment to Planned Unit Development Agreement as well as the original Planned Unit Development Agreement shall remain in full force and effect.

8) Notice until further notice shall be provided at the following addresses:

CITY: City Clerk  
United City of Yorkville  
800 Game Farm Rd.  
Yorkville, IL 60560

Copy to: Attorney Daniel J. Kramer  
1107A S. Bridge St.  
Yorkville, IL 60560

PETITIONER: Bill French  
Concord Homes, Inc.  
1540 E. Dundee Rd., Ste. 350  
Palatine, IL 60074

9) TIME IS OF THE ESSENCE: Time is of the essence of this Agreement and all

documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Amendment shall be performed in a timely manner by all parties hereto.

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment to Planned Unit Development Agreement this 17<sup>th</sup> day of October, 2005.

CITY:  
UNITED CITY OF YORKVILLE

By: Arthur H. Rockas

Attest: B. Tol  
Deputy Clerk

Dated: 10-17-2005



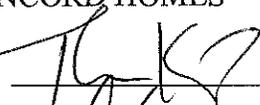
OWNER/DEVELOPER:  
Wyndam Deerpoint Homes  
An Illinois Limited Liability Corporation

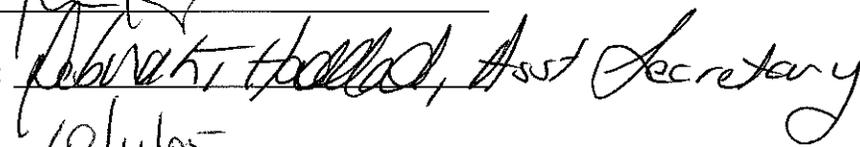
By: [Signature]

Attest: [Signature]

Dated: \_\_\_\_\_

PETITIONER:  
CONCORD HOMES

By: 

Attest: 

Date: 10/11/05

Prepared by:  
Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

## **EXHIBIT LIST**

- Exhibit "A" - Legal Description
- Exhibit "B" - Concept Plan for Unit 4 of Raintree Village

EXHIBIT "A"

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, TOWNSHIP 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 00°03'41" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 775.42 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 6875.55 FEET, AN ARC LENGTH OF 232.44 FEET, A CHORD BEARING OF NORTH 49°38'17" WEST AND A CHORD DISTANCE OF 232.43 FEET TO THE NORTHEAST CORNER OF RAINTREE VILLAGE, UNIT THREE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 2004 AS DOCUMENT NO. 04-23275; THENCE SOUTH 38°42'59" WEST ALONG THE SOUTHEASTERLY LINE OF SAID UNIT THREE, 1716.64 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY LINE OF RAINTREE VILLAGE, UNIT TWO ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 2004 AS DOCUMENT NO. 04-23274; THENCE SOUTHWESTERLY AND WESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 341.45 FEET, A CHORD BEARING OF SOUTH 63°47'52" WEST AND A CHORD DISTANCE OF 330.65 FEET; THENCE SOUTH 88°52'46" WEST ALONG THE SOUTHERLY LINE OF SAID UNIT TWO, 399.03 FEET; THENCE SOUTH 01°07'14" EAST, 776.99 FEET TO THE NORTH LINE OF PARCEL ONE AS DESCRIBED BY DOCUMENT NO. 78-2764, RECORDS OF KENDALL COUNTY; THENCE NORTH 88°52'46" EAST ALONG SAID NORTH LINE, 1933.19 FEET TO THE EAST LINE OF THE NORTHWEST CORNER OF SECTION 10; THENCE NORTH 00°06'21" WEST ALONG SAID EAST LINE, 1306.62 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (CONTAINING 60.208 ± ACRES).

# Exhibit B

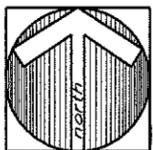
## Site Data

Duplex Units = 38 (19 Lots) (23%)  
 Townhomes = 128 (77%)  
 Total = 166 (100%)

+ 2.14 Ac. Park Site

## Townhome Design Standards:

Minimum Distance, Building Front to R.O.W. = 30 Ft.  
 Minimum Distance, Building Rear to R.O.W. = 35 Ft.  
 Minimum Distance,  
 Building to Building:  
 Side to Side = 25 Ft.  
 Side to Rear = 35 Ft.  
 Rear to Rear = 75 Ft.



Revisions	Job No. 3104
	Scale 1"=100'
	Date 08-25-04

**Lennar**  
 2300 Barrington Road, Suite 700  
 Hoffman Estates, Illinois 60195  
 (630) 339-4800

Concept Plan  
 Raintree Village - Unit Four  
 Yorkville, Illinois

**JEN LAND DESIGN, INC.**  
 PLANNING • LANDSCAPE ARCHITECTURE  
 5517 N. Cumberland, Suite 906 • Chicago, IL 60656  
 Ph: 773.763.3320 Fax: 773.763.3325 Email: jenland@ameritech.net



201300018141

DEBBIE  
GILLETTE  
KENDALL COUNTY, IL

RECORDED: 8/29/2013 10:37 AM  
ORDI: 60.00 RHSPS FEE: 10.00  
PAGES: 15

**UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS**

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**ORDINANCE NO. 2013-50**

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ORDINANCE APPROVING A FIFTH AMENDMENT TO AN  
ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT  
*(Raintree Village – Formerly the Highland Subdivision)*

Passed by the City Council of the  
United City of Yorkville, Kendall County, Illinois  
This 13<sup>th</sup> day of August, 2013

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Prepared by and Return to:

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

Published in pamphlet form by the  
authority of the Mayor and City Council  
of the United City of Yorkville, Kendall  
County, Illinois on August 22, 2013.

Ordinance No. 2013- 50

**ORDINANCE APPROVING A FIFTH AMENDMENT TO AN  
ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT**  
*(Raintree Village – Formerly the Highland Subdivision)*

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the “City”), is a non-home-rule municipality pursuant to the Illinois Constitution of 1970 and the laws of this State; and,

**WHEREAS**, the City entered into a certain Annexation Agreement and Planned Unit Development Agreement in 1997 (as amended, restated, supplemented or otherwise modified from time to time, the “*Annexation Agreement*”) with Wyndham Deerpoint Homes, an Illinois limited partnership (the “*Original Owners*”) which provided for, among other things, the development of approximately 186 acres of real property (the “*Subject Property*”) for residential use; and,

**WHEREAS**, the Original Owners proceeded to develop the Subject Property and constructed 291 single-family residential units, however, due to economic conditions, were unable to complete the development and have now been succeeded by MS Rialto Raintree Village IL and MS Rialto Raintree Village II, LLC (the “*Current Owners*”); and,

**WHEREAS**, the Current Owners and the City desire to amend the Annexation Agreement to clarify the respective obligations of the parties pertaining to the completion of the development of the Subject Property, all as set forth in the Fifth Amendment to an Annexation Agreement and Planned Unit Development Agreement (Raintree Village – Formerly the Highland Subdivision) (hereinafter the “*Fifth Amendment*”).

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Fifth Amendment in the form attached hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Fifth Amendment.

**BE IT FURTEHR ORDAINED** that the City Administrator and City Engineer are hereby authorized to proceed as necessary to implement the terms of said Fifth Amendment.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 13 day of August, 2013.

  
CITY CLERK

ROSE ANN SPEARS	<u>Y</u>	DIANE TEELING	<u>Y</u>
KEN KOCH	<u>Y</u>	JACKIE MILSCHEWSKI	<u>Y</u>
CARLO COLOSIMO	<u>Y</u>	JOEL FRIEDERS	<u>Y</u>
CHRIS FUNKHOUSER	<u>Y</u>	LARRY KOT	<u>Y</u>

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 22 day of AUGUST 2013.

  
MAYOR

**FIFTH AMENDMENT TO AN ANNEXATION AGREEMENT AND  
PLANNED UNIT DEVELOPMENT AGREEMENT**  
*(Raintree Village – Formerly the Highland Subdivision)*

**THIS FIFTH AMENDMENT** (the “*Fifth Amendment*”) to the Annexation Agreement and Planned Unit Development Agreement dated March 28, 1997, by and between Wyndham Deerpoint Homes, an Illinois limited partnership (collectively the “*Original Owners*”) and the United City of Yorkville, Kendall County, Illinois, a municipal corporation (hereafter the “*City*”), as amended June 24, 1999, December 10, 2002, January 13, 2004 and October 11, 2005, is dated this 22 day of August 2013, by and among the City, MS Rialto Raintree Village IL, LLC, a Delaware limited liability company (“*MS IL*”) and MS Rialto Raintree Village II, LLC, a Delaware limited liability company (“*MS IP*” and together with MS IL, individually and collectively, “*MS*”) as successors to the Original Owners.

**RECITALS:**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois, is a non-home-rule municipality pursuant to the Illinois Constitution of 1970 and the laws of this State; and,

**WHEREAS**, the City entered into a certain Annexation Agreement and Planned Unit Development Agreement in 1997 (as amended, restated, supplemented or otherwise modified from time to time, the “*Annexation Agreement*”) with the Original Owners which provided for, among other things, the development of approximately 186 acres of real property (the “*Subject Property*”) for residential use; and,

**WHEREAS**, the Original Owners proceeded to develop the Subject Property and constructed 291 single-family residential units, however, due to economic conditions, were unable to complete the development; and,

**WHEREAS**, MS and the City wish to amend the Annexation Agreement, subject to the terms and conditions as hereinafter set forth.

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

**Section 1. Recitals.** The foregoing Recitals are hereby incorporated into this Fifth Amendment as if fully restated.

**Section 2. Status of Development of the Subject Property.**

A. The parties hereto acknowledge that the development of the Subject Property has been platted in six (6) units, for single-family homes, duplexes and townhomes as follows:

	SINGLE FAMILY	DUPLEXES	TOWNHOMES
UNIT 1	97	0	0
UNIT 2	100	0	0
UNIT 3	1	86	0
UNIT 4	0	38	128
UNIT 5	101	0	0
UNIT 6	103	0	0
<b>TOTAL</b>	<b>402</b>	<b>124</b>	<b>128</b>

B. The Original Owners, upon approval of the Final Plats for all six (6) units, paid all applicable development fees, school and park transition fees, connection fees, water siren fees, municipal building fees, interceptor fee, sanitary sewer fee, river crossing fee other than building permit fees which are due and payable upon application of a building permit.

C. The Original Owners deposited performance bonds as required by City Code to ensure completion of the public infrastructure for the development of the Subject Property and

requested the designation of Special Service Areas pursuant to the Special Service Tax Law, 35 ILCS 200/27 *et seq.*, covering the Subject Property to be utilized as a primary funding mechanism for public improvements benefitting the Subject Property.

D. The Original Owners delivered to the City the following performance bonds as security to guarantee the construction of the public improvements required for the development of the Subject Property:

*Bond Safeguard Co. #5035420* in the amount of \$396,809.12;

*Bond Safeguard Co. #5035421* in the amount of \$503,184.11;

*Bond Safeguard Co. #5035422* in the amount of \$891,128.30; and,

*Arch Insurance Company, Bond #104125069* in the amount of \$3,000.00.

E. Pursuant to the request of the Original Owners, the City established Special Service Area Number 2003-100 and Special Service Area Number 2004-107 and issued SSA Bonds in the principal amount of \$7,150,000 and \$9,400,000 respectively, the proceeds of which were used to pay the costs of public infrastructure benefitting all six (6) units of the Subject Property with an available balance of \$1,109,463 which the City estimates to be sufficient infrastructure items.

F. Pursuant to the terms of that certain Public Improvements Agreement dated November 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "*Public Improvements Agreement*"), by and among the City, MS II (as successor to Raintree Village II, L.L.C.) and the "Seller" as defined therein, no security is required for that portion of the cost of the public improvements that are paid, or to be paid, from the bond proceeds.

G. As of the date hereof, the real estate taxes assessed as a result of the establishment of Special Service Area 2003-100 and Special Service Area 2004-107 for the year 2011, payable in 2012, have not been paid on those lots within the Subject Property which are owned by MS.

H. As of the date hereof, the following number of residential units have been completed:

20 of the 128 platted townhomes; 65 of the 124 platted duplexes; and, 206 of the 402 platted single-family residences
---

***Section 3. Obligations of MS.***

MS hereby covenants and agrees, in consideration of the undertakings and commitments of the City as hereinafter set forth in Section IV of this Fifth Amendment as follows:

A. To pay real estate taxes and special assessments on all lots owned by MS within Units 1, 2 and 3 of the Subject Property for the year 2011, (payable in 2012), the year 2012 (payable in 2013), and to pay, or cause to be paid, all future real estate taxes and special assessments levied on each within Units 1, 2 and 3 of the Subject Property owned by MS as such taxes and special assessments become due and payable.

B. To pay or cause to be paid, real estate taxes and special assessments on all lots owned by MS within Units 4, 5 and 6 of the Subject Property for the year 2011 (payable in 2012), year 2012 (payable in 2013) and year 2013 (payable in 2014) prior to the due date for said real estate taxes as established by Kendall County. Should such real estate taxes and special assessments for the years 2011 and 2012 (payable in 2012 and 2013, respectively) not be paid on or before January 1, 2014, then MS shall pay to the City on or before January 15, 2014, (i) \$360.00 per non-MS-owned single-family residence within Unit 4, 5 or 6 as of the date of this

Fifth Amendment, (ii) \$294.00 per non-MS-owned duplex within Unit 4, 5 or 6 as of the date of this Fifth Amendment, and (iii) \$250.00 per non-MS owned townhome within Unit 4, 5 or 6 as of the date of this Fifth Amendment (the sum of (i) through (iii), the "2014 Payment"). Should such real estate taxes and special assessments for 2013, payable in 2014, not be paid on or before January 1, 2015, MS shall pay to the City on or before January 15, 2015, (x) \$180.00 per non-MS owned single-family residence within Unit 4, 5 or 6 as of the date of this Fifth Amendment, (y) \$147.00 per non-MS owned duplex within Unit 4, 5 or 6 as of the date of this Fifth Amendment, and (z) \$125.00 per non-MS owned townhome within Unit 4, 5 or 6 as of the date of this Fifth Amendment (the sum of (x) through (z), the "2015 Payment"). Upon receipt of the 2014 Payment and/or 2015 Payment, as applicable, the City shall determine whether property owners within Units 4, 5 and 6 who are subject to the same special assessment shall be paid directly, credited the amount due to each on their respective water bills or otherwise compensated by such other method as the City may determine appropriate to ensure that such property owners receive the benefit of the 2014 Payment and/or 2015 Payment, as applicable.

C. To assign all of MS's right, title and interest in and to bond proceeds resulting from the issuance of bonds secured by Special Service Area 2003-100 and Special Service Area 2004-107 to the City in order to permit the City to complete the public infrastructure serving the Subject Property.

D. To use its reasonable best efforts to cause an entity that is not affiliated with MS to complete the construction of the remaining 108 townhomes, 59 duplexes and 196 single-family residences in accordance with the recorded final plats, all applicable codes and regulations of the City and other governmental units having jurisdiction over the Subject Property.

E. To continue to satisfy its obligations to the homeowners' associations in all material respects, to the extent such obligations have not been assumed by the residents or any other person.

F. To use its reasonable best efforts to notify home builders of the home builder's obligation to provide security on a lot by lot basis for residential landscaping, sidewalk and driveway improvements in an amount equal to 120% of the total cost as estimated by City

Engineer.

G. To agree that the fees which are applicable to the development of the Subject Property are as set forth on *Exhibit A* attached hereto and made a part hereof.

***Section 4. Obligation of the City.***

For and in consideration of the undertakings by MS as hereinabove set forth in Section 3, the City covenants and agrees to undertake the following:

A. Upon receipt of the assignment of all right, title and interest in the bond proceeds issued pursuant to the Special Service Area 2003-100 and Special Service Area 2004-107, the City shall release the following performance bonds:

- (1) *Bond Safeguard Co.* (security for Unit 4); Bond No. 5035420 in the amount of \$396,809.12; and,
- (2) *Bond Safeguard Co.* (security for Unit 5); Bond No. 5035421 in the amount of \$503,184.11;
- (3) *Bond Safeguard Co.* (security for Unit 6) Bond No. 5035422 in the amount of \$891,128.30; and,
- (4) *Arch Insurance Company* (security for Route 71 improvements) Bond No. 104125069 in the amount of \$3,000.00.

Furthermore, upon such assignment the City and MS II shall terminate the Public Improvements Agreement and MS shall have no further obligations to the City except as otherwise specified in Section 3 hereof.

B. Upon receipt of the assignment of all right, title and interest in the bond proceeds issued pursuant to the Special Service Area 2003-100 and Special Service Area 2004-107, the City agrees to proceed to construct all public improvements as required pursuant by the approved Final Plat for the Subject Property.

C. Pursuant to Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 8-1-2.5) which authorizes a municipality to appropriate or expend funds or make grants for the purpose of economic development, the City agrees that all fees applicable to the development of the Subject Property as itemized on *Exhibit A* attached hereto and made a part hereof shall not be increased for a period of five (5) years from the date hereof.

D. The City agrees that all applicable City zoning and building codes currently in full force and effect shall apply to the Subject Property and no amendment to said City building or zoning Codes shall apply to the Subject Property for a period of five (5) years from the date hereof unless such City building or zoning codes are less restrictive than those currently in full force and effect.

***Section 5. Procedure for Declaring Defaults.***

In the event any party defaults in its performance of its obligations set forth in this Fifth Amendment, then the non-defaulting parties shall, upon notice to the defaulting party, allow the defaulting party thirty (30) days to cure the default or provide evidence that such default will be cured in a timely manner if it cannot be cured during said period. Notwithstanding the above, in the event of an emergency life, health or safety situation, the City shall have the right, but not the

obligation, to enter onto the Subject Property and cure the default without giving MS prior notice or an opportunity to cure.

***Section 6. Remedies for Defaults or Failure of Conditions.***

Upon a breach of this Fifth Amendment, any of the parties, in any court of competent jurisdiction, by an action or proceeding in law or equity, may pursue any and all remedies available at law and in equity, including but not limited to a writ of mandamus, declaratory judgment or the specific performance of the covenants and agreements herein contained, any monetary damages and any and all other remedies other provided by law or equity.

***Section 7. Severability.***

If any section, subsection, term or provision of this Fifth Amendment 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 Development 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 8. Notices.***

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Fifth Amendment 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 MS** : Bill Burgess, President  
Lennar Minnesota  
16305 36<sup>th</sup> Avenue N.  
Suite 600  
Plymouth, MN 55466

*With a copy to :* Nicholas Isaacson  
Faegre Baker Daniels, LLP  
311 South Wacker Dive  
Suite 4400  
Chicago, Illinois 60606

**To the City** : United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois 60560

*With a copy to :* Kathleen Field Orr, City Attorney  
Kathleen Field Orr & Associates  
53 West Jackson Blvd.  
Suite 964  
Chicago, Illinois 60604

***Section 9. Miscellaneous.***

A. This Fifth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

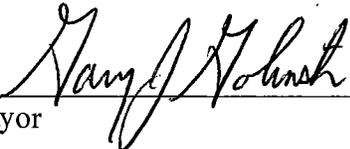
B. This Fifth Amendment may not be assigned by MS without the prior written consent of the City.

C. Time is of the essence of this Fifth Amendment and all documents, agreements and covenants contained herein shall be performed in a timely manner by the parties hereto.

D. This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

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

United City of Yorkville, an Illinois  
Municipal Corporation

By:   
Mayor

Attest:

  
DEPUTY City Clerk

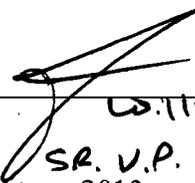
MS Rialto Raintree Village IL, LLC, a Delaware limited liability company, as to Raintree Village units/parcels 1, 2 and 3

MS Rialto Raintree Village II, LLC, a Delaware limited liability company, as to Raintree Village units/parcels 4, 5 and 6

By: MS Rialto Residential Holdings, LLC, a Delaware limited liability company, its member

By: MSR Holding Company, LLC, a Delaware limited liability company, its member

By: U.S. Home Corporation, a Delaware corporation, its Illinois Manager

By:   
Name: William Burgess  
Title: SR. V.P.  
Date: August 12, 2013

Attest:

  
Secretary Mark Sustana

## LEGAL DESCRIPTION

### UNIT ONE:

RAINTREE VILLAGE, UNIT ONE BEING PART OF THE SOUTH HALF OF SECTION 4 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200400000938.

### UNIT TWO:

RAINTREE VILLAGE, UNIT TWO BEING PART OF SECTION 3, 4, 9 AND 10 OF TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200400023274.

### UNIT THREE:

RAINTREE VILLAGE, UNIT THREE BEING PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200400023275.

### UNIT FOUR:

RAINTREE VILLAGE, UNIT FOUR BEING PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200600015999.

### UNIT FIVE:

RAINTREE VILLAGE, UNIT FIVE BEING PART OF SECTION 9 IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200500017195.

### UNIT SIX:

RAINTREE VILLAGE, UNIT SIX BEING PART OF SECTION 9 AND PART OF SECTION 10 IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL RECORDED AS DOCUMENT NO. 200700032691.

# RAINTREE VILLAGE

## FEES PER UNIT

Updated 8/22/2013

A paid receipt from the School District Office, 602-A Center Parkway Yorkville, must be presented to the City prior to issuance of permit	\$1,500
Separate Yorkville-Bristol Sanitary District fee - made payable to Y.B.S.D.	\$1,400

### United City of Yorkville Fees

1. Building Permit			
Cost \$650 plus \$0.20 per square foot		\$650 + \$0.20(SF)	
2. Water Connection Fees (see note "a")			\$800
3. Water Meter Cost			\$590
4. City Sewer Connection Fees	Ordinance 11/1/96		\$2,000
5. Water and Sewer Inspection Fee			\$25
6. Public Walks/Driveway Inspection Fee			\$35
7. Development Fees			
Public Works		\$700	
Police		\$300	
Library		\$500	
Bristol-Kendall Fire		<u>\$1,000</u>	
Development Fees Total		\$2,500	\$2,500
8. Land-Cash Fees		<u>Attached Units</u>	
Park		\$0	
School		<u>\$0</u>	
Land-Cash Fees Total		\$0	\$0

## Notes:

- a) Developer to be charged water connection fee of \$800 for 639 units (any units built in excess of 639 units shall be charged at the rate in existence at that time)



FINAL PLAT OF SUBDIVISION OF RAIN TREE VILLAGE, UNIT FOUR

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. (CONTAINING 60.208 ACRES, MORE OR LESS)

STATE OF ILLINOIS )
COUNTY OF DU PAGE ) SS

THIS IS TO CERTIFY THAT RAIN TREE VILLAGE L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND IT 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 OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

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

DATED AT HANAUSE ILLINOIS THIS 4th DAY OF APRIL 2006. (Town) (State)

RAIN TREE VILLAGE, L.L.C.

2300 BARBINGTON ROAD #510

ROFFMAN HEIGHTS, IL 60195

By: Dean A. Edmeier, Vice-President, Susan Schultz, Secretary

Notary Public Seal for Karen Blake

Notary Public Seal for Karen Blake

Notary Public Seal for Karen Blake

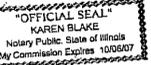
NOTARY CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DU PAGE ) SS

I, KAREN BLAKE, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DEAN A. EDMIER AND SUSAN M. SCHULTZ PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF RAIN TREE VILLAGE L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED COPIES THEREOF TO BE AFFIXED THEREON AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 4th DAY OF APRIL 2006.

Karen Blake, Notary Public



200600015999
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
PL 30-2006 at 08:53 on
PLAT OF
RHP Purchase 79.00
10.00

STATE OF ILLINOIS )
COUNTY OF WILL ) SS

THIS IS TO CERTIFY THAT I, JAMES M. MCKENZIE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003247, AT THE REQUEST OF THE OWNERS, THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, TOWNSHIP 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 00°03'41" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 775.42 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING A CURVE CONCAVE SOUTHWESTERLY HAVING RADIUS OF 232.44 FEET, AN ARC LENGTH OF 232.44 FEET, A CHORD BEARING OF NORTH 49°38'17" WEST AND A CHORD DISTANCE OF 232.43 FEET TO THE NORTHEAST CORNER OF RAIN TREE VILLAGE, UNIT THREE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 2004 AS DOCUMENT NO. 04-23274; THENCE SOUTH 38°42'59" WEST ALONG THE SOUTHEASTERLY LINE OF SAID UNIT THREE, 1716.64 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY LINE OF RAIN TREE VILLAGE, UNIT TWO ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 2004 AS DOCUMENT NO. 04-23274; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID SOUTHERLY LINE OF UNIT TWO, BEING A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 341.45 FEET, A CHORD BEARING OF SOUTH 63°47'52" WEST AND A CHORD DISTANCE OF 330.65 FEET; THENCE SOUTH 88°52'46" WEST ALONG THE SOUTHERLY LINE OF SAID UNIT TWO, 1933.19 FEET; THENCE SOUTH 01°07'44" EAST, 776.99 FEET ALONG AN EASTERLY LINE OF SAID UNIT TWO, TO THE NORTH LINE OF PARCEL ONE AS DESCRIBED BY DOCUMENT NO. 78-2764, RECORDS OF KENDALL COUNTY; THENCE NORTH 88°52'46" EAST ALONG SAID NORTH LINE, 1933.19 FEET TO THE EAST LINE OF THE NORTHWEST CORNER OF SECTION 10; THENCE NORTH 00°06'21" WEST ALONG SAID EAST LINE, 1306.31 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (CONTAINING 60.208 ± ACRES).

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 ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY PAN NUMBER 170341 00756, WITH AN EFFECTIVE DATE OF JULY 19, 1982, THIS SITE APPEARS TO BE LOCATED IN ZONE "C" (AREAS OF MINIMAL FLOODING), TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT I HAVE SET ALL SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (ILLINOIS REVISED STATUTES 1977, CHAPTER SECTION 1).

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

GIVEN UNDER MY HAND AND SEAL AT JOLIET, ILLINOIS, THIS 4th DAY OF APRIL, 2006.

James M. McKenzie, Illinois Professional Land Surveyor, No. 35-3247



Table with columns: Survey No., D 0 5 4 C; Ordered By., Wynndham Doorpoint; Description., Final Plat of Subdivision Rain Tree Village, Unit Four; Date Prepared., November 22, 2005; Scale., 1" = 200'; Field Work., Prepared By.

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

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

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

DOT CERTIFICATE
THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT "POLICY ON PERMITS FOR ACCESS DRIVeways TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DISTRICT ENGINEER
RAIN TREE VILLAGE UNIT TWO
(Recorded August 19, 2004
as Document No. 04-23274)

CITY ENGINEER
JOE WYBROT, 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.

COUNTY CLERK'S CERTIFICATE
I, Paul Anderson, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN. TAX INSTALLMENTS DUE 6/25/06 + 1/13/06.

CITY ENGINEER'S CERTIFICATE
I, JOE WYBROT, 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.

RECORDER'S CERTIFICATE
THIS INSTRUMENT NO. 06-15999 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS 30th DAY OF MAY, 2006, AT 8:55 O'CLOCK A.M.

CITY ENGINEER'S CERTIFICATE
I, JOE WYBROT, 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.

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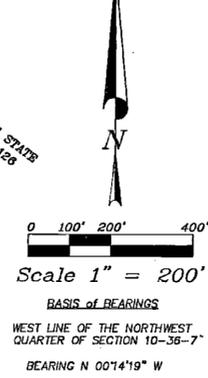
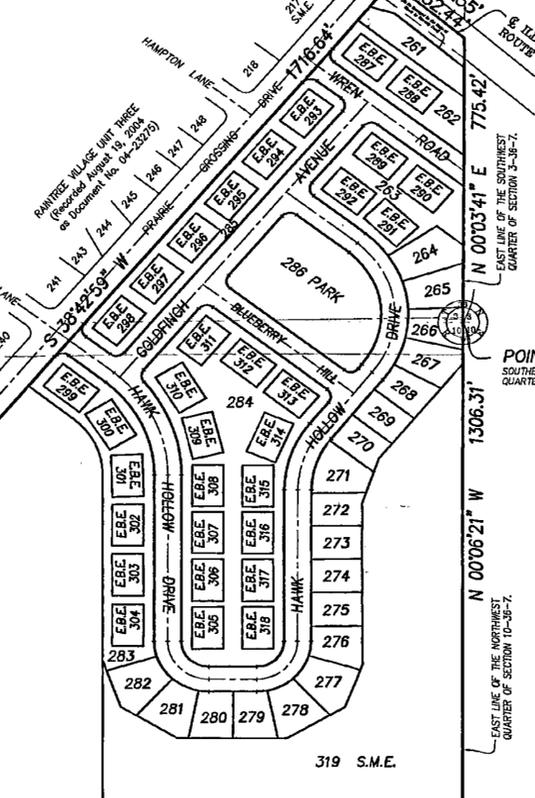
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NO DIRECT VEHICULAR ACCESS PERMITTED ON TO ILLINOIS STATE ROUTE 126 FROM LOT 261.
NO DIRECT VEHICULAR ACCESS PERMITTED ON TO PRAIRIE CROSSING DRIVE FROM LOTS 261, 262, 285 OR 283.



POINT OF BEGINNING
SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3-36-7.

PEDESTRIAN AND BIKE TRAIL EASEMENT PROVISIONS
THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "PEDESTRIAN EASEMENT", "BIKE TRAIL EASEMENT", "PEDESTRIAN AND BIKE TRAIL EASEMENT", "STORMWATER MANAGEMENT EASEMENT" OR "LANDSCAPE BUFFER EASEMENT" APPURTENANT TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

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

NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, RENOVATION, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THERETO BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RE-CROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

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

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

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

EASEMENT PROVISIONS
AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY AND AMERITECH TELEPHONE COMPANY, GRANTEES

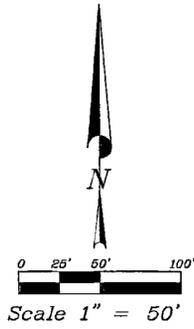
THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC, OR PRIVATE TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND THE RIGHT TO ENTER UPON THE 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 THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(E) OF THE "CONDOMINIUM PROPERTY ACT" (ILLINOIS COMPILED STATUTES, CH. 765, SEC. 605/2(E)), AS AMENDED FROM TIME TO TIME.

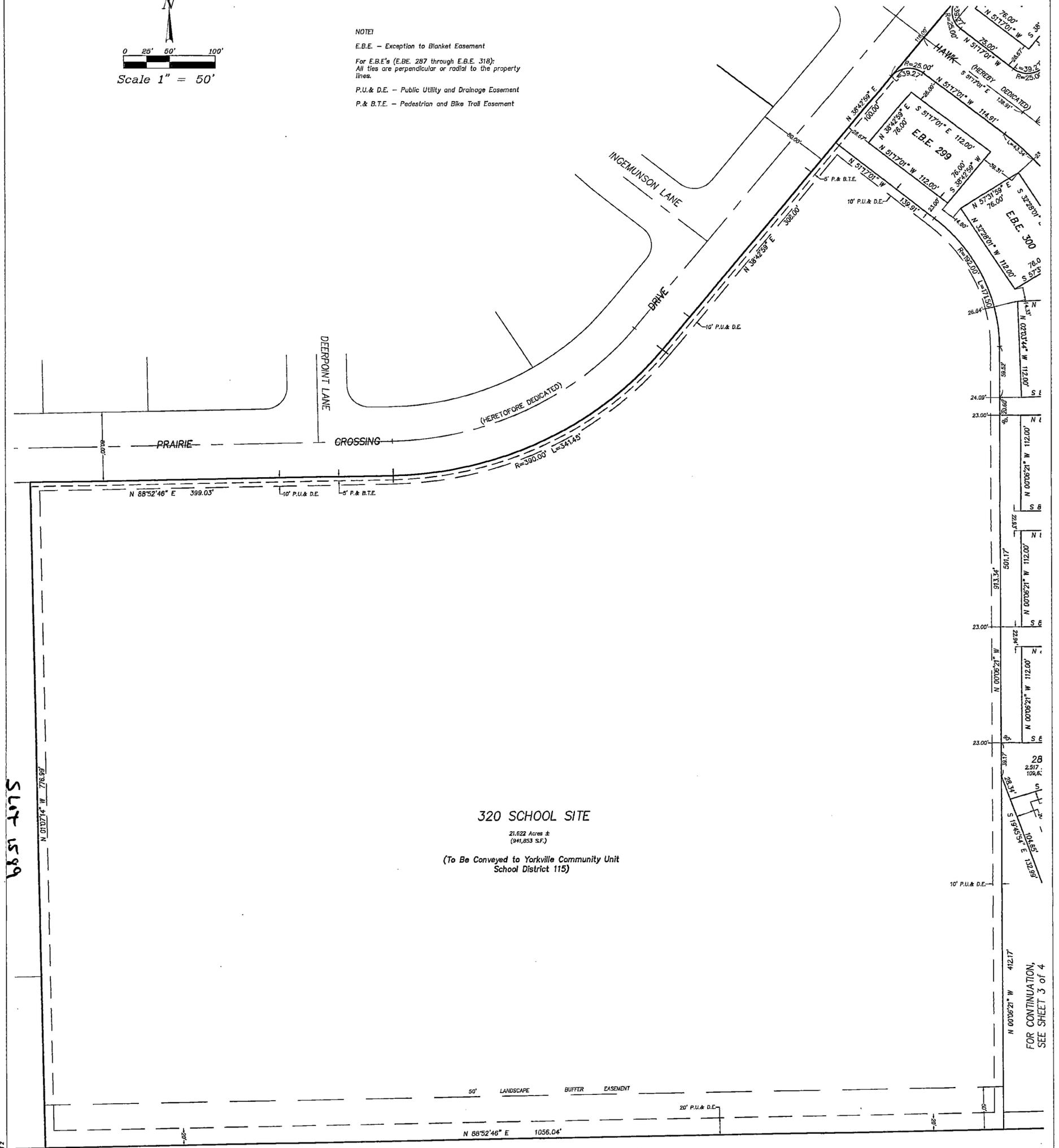
THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH ARE OTHERWISE DESIGNATED ON THE PLAT 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.

# FINAL PLAT OF SUBDIVISION OF RAINTREE VILLAGE, UNIT FOUR

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10,  
ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF  
YORKVILLE, KENDALL COUNTY, ILLINOIS. (CONTAINING 60.208 ACRES, MORE OR LESS)



**NOTE:**  
E.B.E. - Exception to Blanket Easement  
For E.B.E.'s (E.B.E. 287 through E.B.E. 318):  
All ties are perpendicular or radial to the property lines.  
P.U. & D.E. - Public Utility and Drainage Easement  
P. & B.T.E. - Pedestrian and Bike Trail Easement



SLIT 1599

**320 SCHOOL SITE**  
21.622 Acres ±  
(941,853 S.F.)  
(To Be Conveyed to Yorkville Community Unit  
School District 115)

FOR CONTINUATION,  
SEE SHEET 3 OF 4

Survey No.:	D 0 5 4 C
Ordered By:	Wyndham Deerpoint

200600015999  
Filed For Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
03-30-2006 08:55 am  
PLAT OF SUB  
RHSP Purchase 10.00

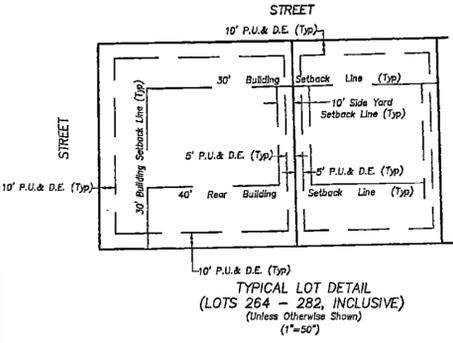
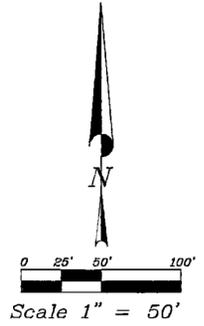
LIC #184-003073 Professional  
Design Firm, Land Surveying and  
Professional Engineering Corporation

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

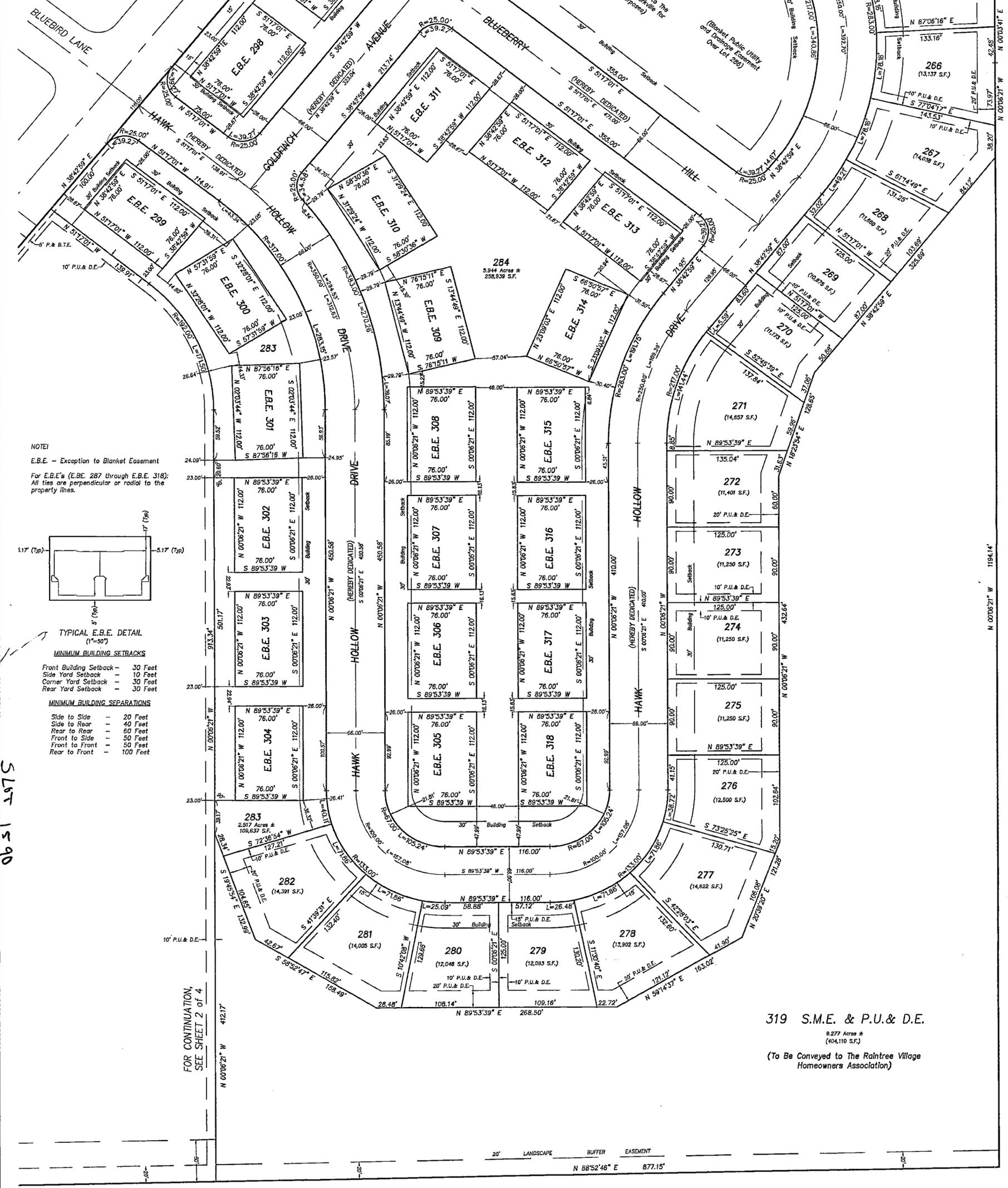
# FINAL PLAT OF SUBDIVISION OF RAINTREE VILLAGE, UNIT FOUR

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10,  
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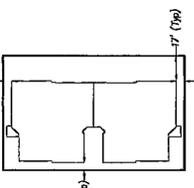
NOTE:  
P.U. & D.E. - Public Utility and Drainage Easement  
P. & B.T.E. - Pedestrian and Bike Trail Easement  
S.M.E. - Stormwater Management Easement



FOR CONTINUATION,  
SEE SHEET 4 of 4



NOTE:  
E.B.E. - Exception to Blanket Easement  
For E.B.E.'s (E.B.E. 287 through E.B.E. 318):  
All ties are perpendicular or radial to the property lines.



- MINIMUM BUILDING SETBACKS**
- Front Building Setback - 30 Feet
  - Side Yard Setback - 10 Feet
  - Corner Yard Setback - 30 Feet
  - Rear Yard Setback - 30 Feet
- MINIMUM BUILDING SEPARATIONS**
- Side to Side - 20 Feet
  - Side to Rear - 40 Feet
  - Rear to Rear - 60 Feet
  - Front to Side - 50 Feet
  - Front to Front - 50 Feet
  - Rear to Front - 100 Feet

SLT 1-50

319 S.M.E. & P.U. & D.E.  
2.277 Acres ±  
(404,110 S.F.)  
(To Be Conveyed to The Raintree Village Homeowners Association)

Survey No.:	D 0 5 4 C
Ordered By:	Wyndham Deerpoint
Description:	FINAL PLAT OF SUBDIVISION RAINTREE VILLAGE, UNIT FOUR
Date Prepared:	November 22, 2005

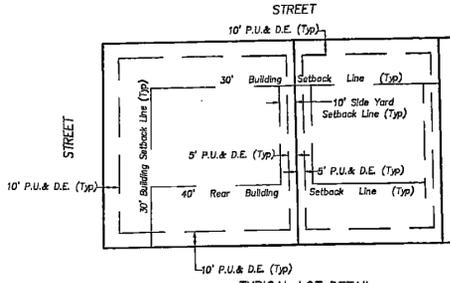
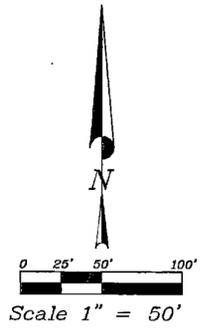
200600015999  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
05-30-2006 At 08:55 am  
PLAT OF SUB  
RHPB Purchase 10.00

LIC #184-003073 Professional  
Design Firm, Land Surveying and  
Professional Engineering Corporation  
**JACOR & HEFNER ASSOCIATES, P.C.**  
ENGINEERS • SURVEYORS

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# RAINTREE VILLAGE, UNIT FOUR

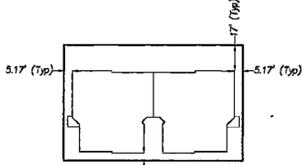
PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10,  
ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF  
YORKVILLE, KENDALL COUNTY, ILLINOIS. (CONTAINING 60.208 ACRES, MORE OR LESS)



TYPICAL LOT DETAIL  
(LOTS 264 - 282, INCLUSIVE)  
(Unless Otherwise Shown)  
(1"=50')

NOTE:  
P.U. & D.E. - Public Utility and Drainage Easement  
P. & B.T.E. - Pedestrian and Bike Trail Easement

NOTE:  
E.B.E. - Exception to Blanket Easement  
For E.B.E.'s (E.B.E. 287 through E.B.E. 318):  
All ties are perpendicular or radial to the  
property lines.



TYPICAL E.B.E. DETAIL  
(1"=50')

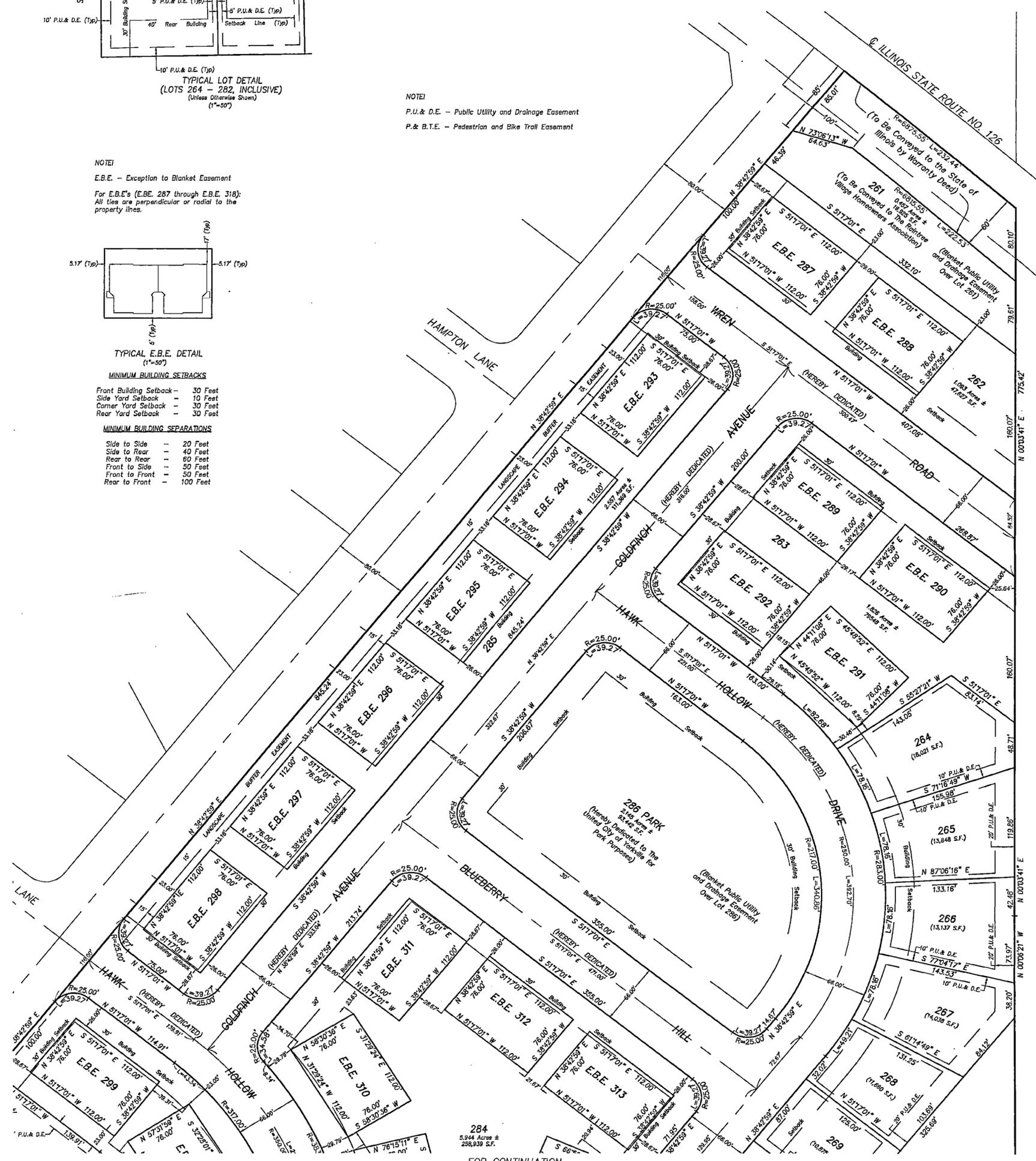
MINIMUM BUILDING SETBACKS

- Front Building Setback - 30 Feet
- Side Yard Setback - 10 Feet
- Corner Yard Setback - 30 Feet
- Rear Yard Setback - 30 Feet

MINIMUM BUILDING SEPARATIONS

- Side to Side - 20 Feet
- Side to Rear - 40 Feet
- Rear to Rear - 60 Feet
- Front to Side - 50 Feet
- Front to Front - 50 Feet
- Rear to Front - 100 Feet

SUR 1591



FOR CONTINUATION,  
SEE SHEET 3 of 4

200400015999  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
05-20-2006 AT 08:55 AM  
PLAT OF SUB. 79.00'  
RHP Surcharge 10.00'

Survey No.:	D 0 5 4 C
Ordered By:	Wyndham Deeproot
Description:	FINAL PLAN OF SUBDIVISION RAINTREE VILLAGE, UNIT FOUR
Date Prepared:	November 22, 2005
Scale:	1" = 50'
Field Work:	PLM
Prepared By:	PLM

SHEET 4 of 4

LIC #184-003073 Professional  
Design Firm, Land Surveying and  
Professional Engineering Corporation  
**JACOB & HEFNER ASSOCIATES, P.C.**  
ENGINEERS - SURVEYORS  
815 Campus Drive  
Joliet, Illinois 60435  
(616)780-8000 FAX (616)730-8589

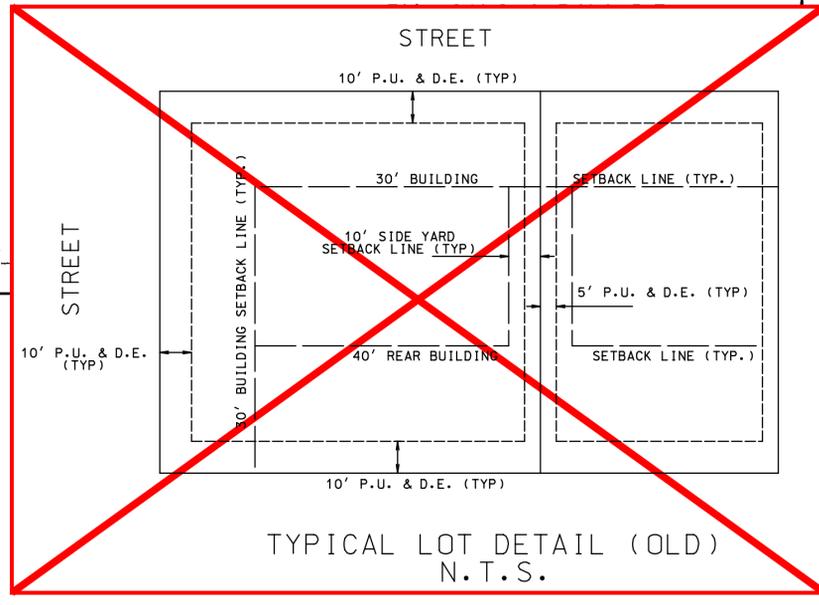
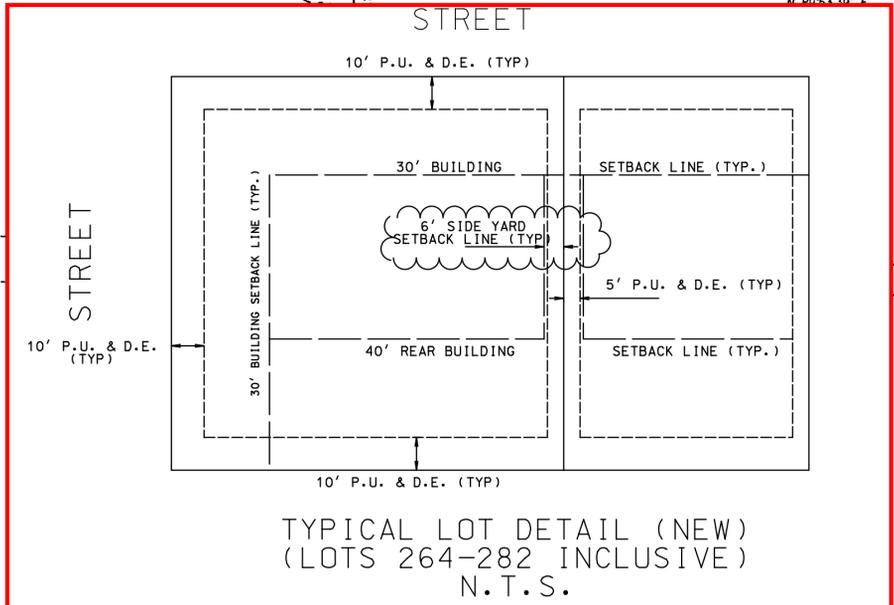
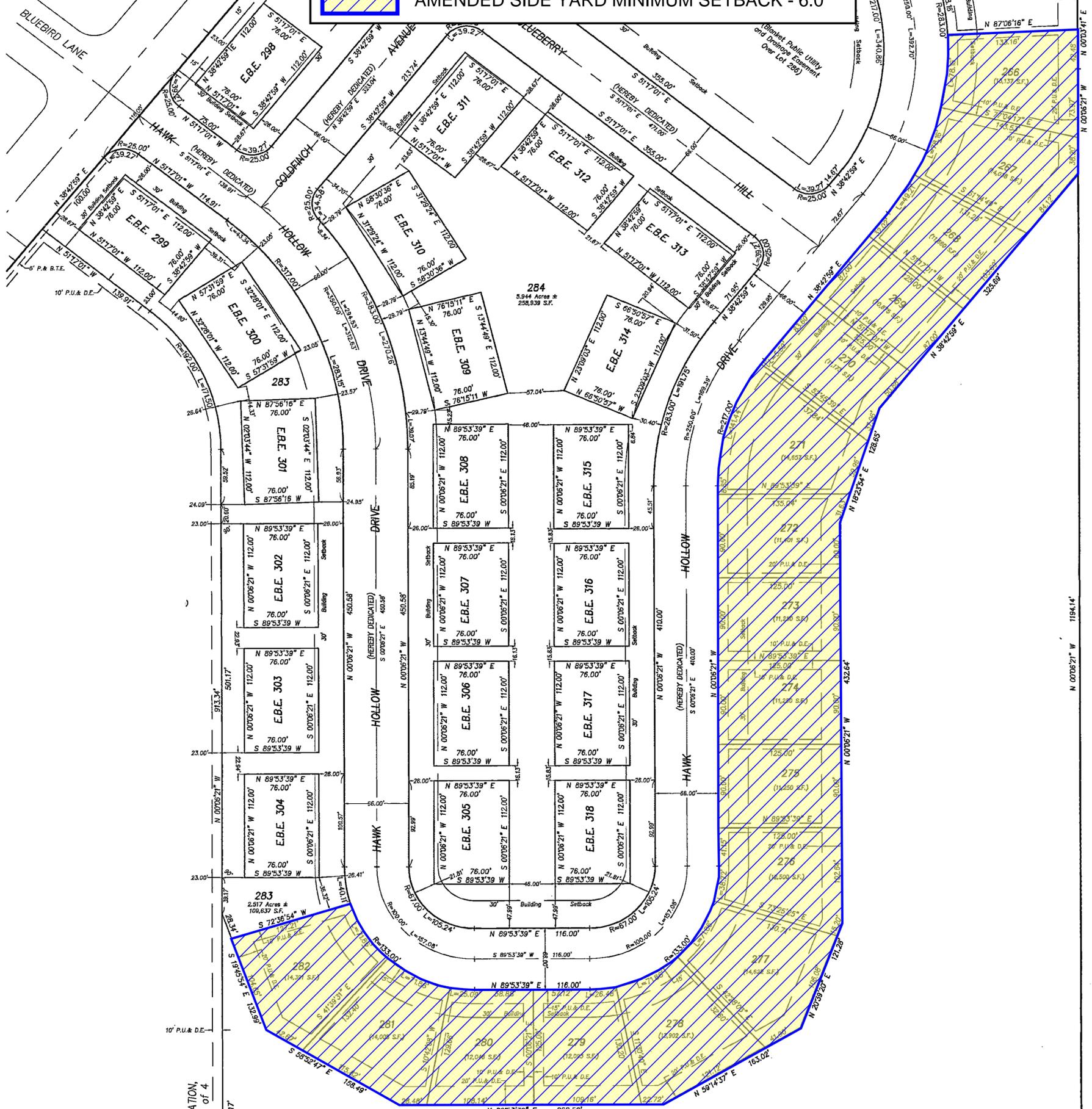
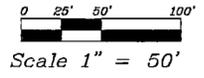
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

# RAINTREE VILLAGE, UNIT FOUR

## EXHIBIT F SIDEYARD SETBACK EXHIBIT (Sheet 1 of 2)

 AMENDED SIDE YARD MINIMUM SETBACK - 6.0'

Utility and Drainage Easement  
and Bike Trail Easement  
Management Easement

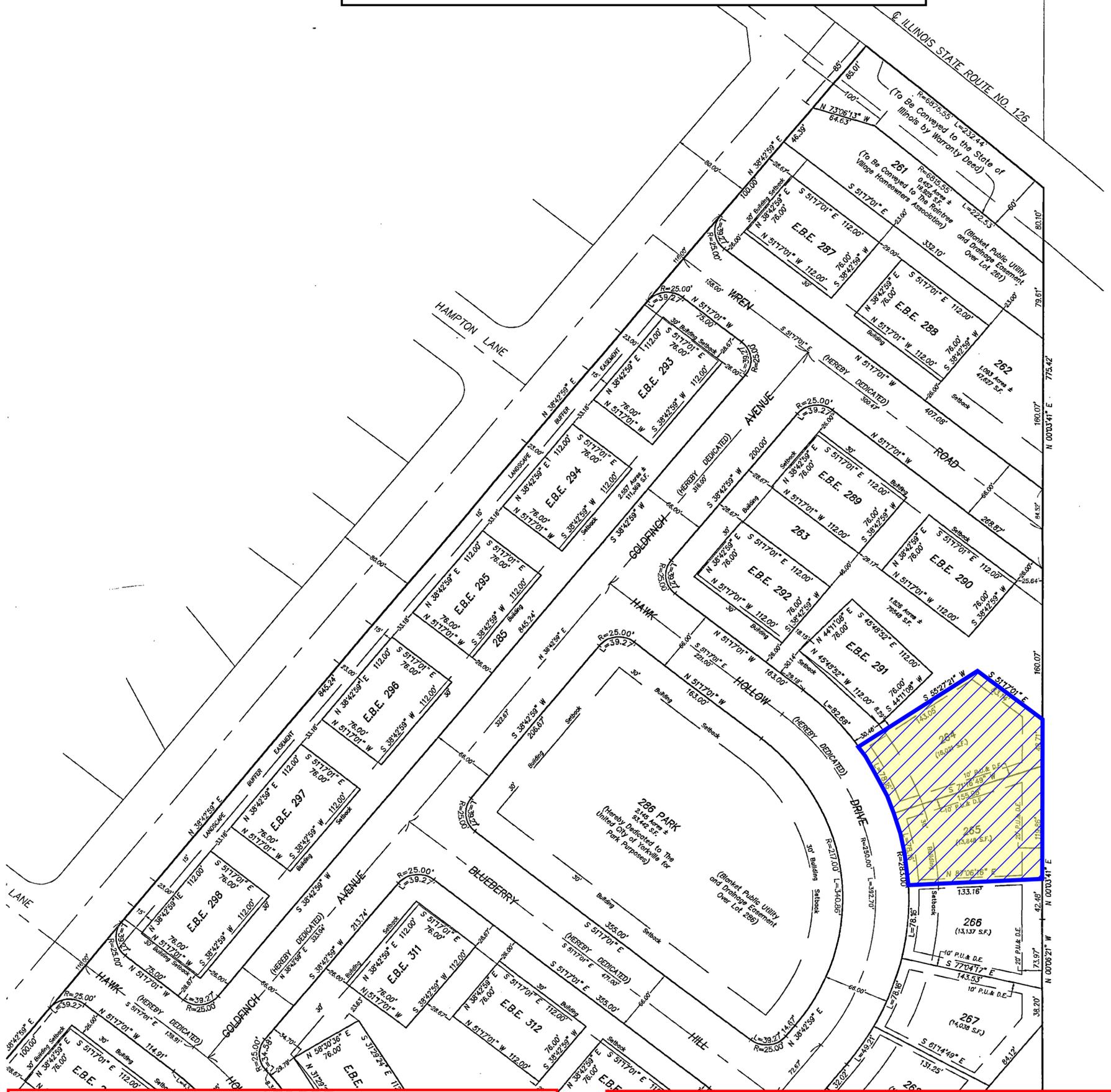
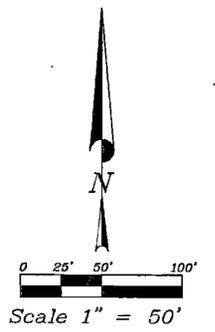


# RAINTREE VILLAGE, UNIT FOUR

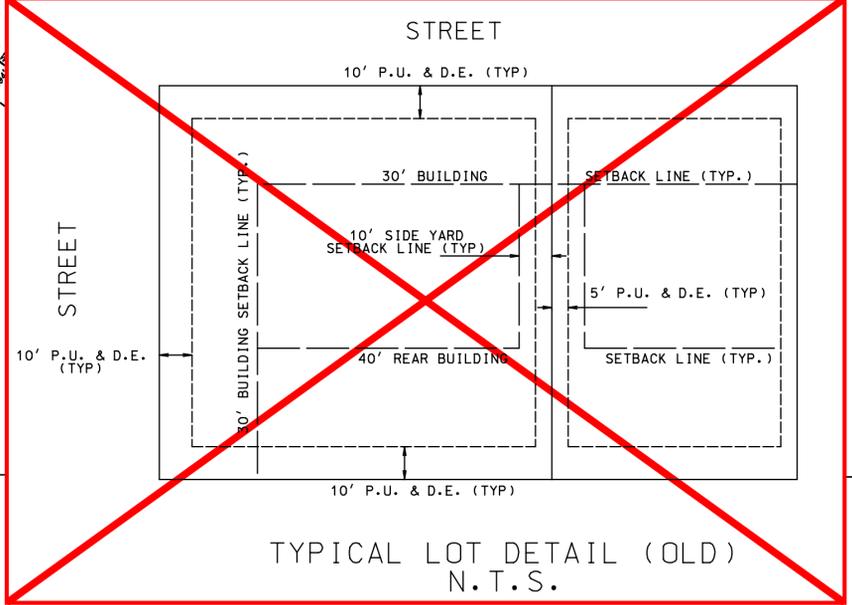
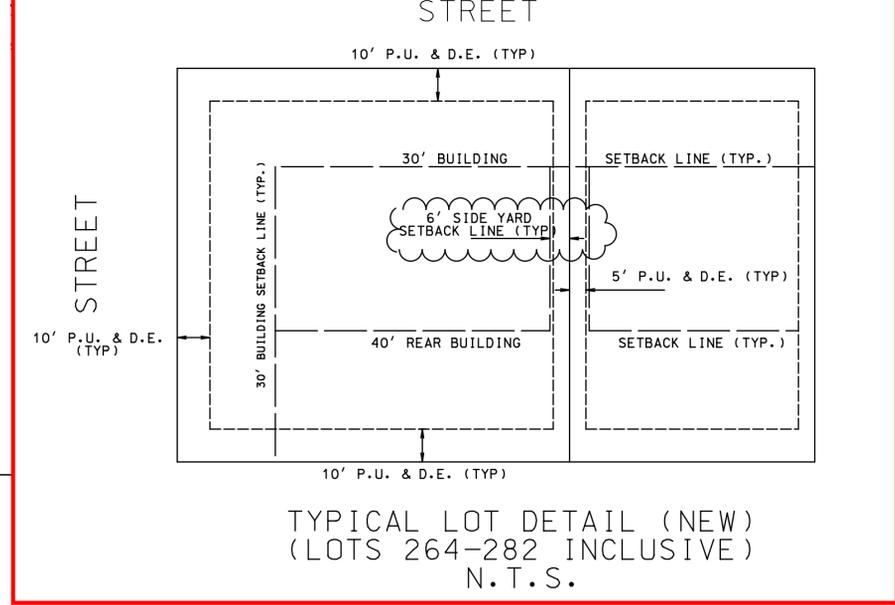
## EXHIBIT F SIDEYARD SETBACK EXHIBIT (Sheet 2 of 2)



AMENDED SIDE YARD MINIMUM SETBACK - 6.0'



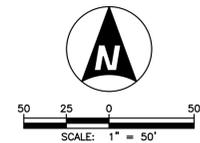
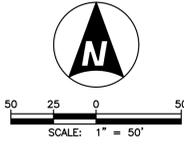
1651 LRS





# FINAL PLAT OF RAIN TREE VILLAGE, UNIT FOUR 1ST RESUBDIVISION

BEING A RESUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



AREA TABLE		
	SQ. FT.	AC.
TOTAL OUTLOTS A-E	284,501	6.531
TOTAL LOTS 287-292	229,824	5.276
TOTAL AREA:	514,325	11.807

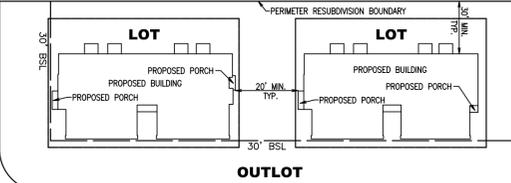
### LEGEND:

- BOUNDARY LINE
- - - PROPOSED LOT LINE
- BUILDING SETBACK LINE (BSL)
- - - EASEMENT LINE
- - - EXISTING RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- CB= CHORD BEARING
- L= ARC LENGTH
- R= RADIUS
- BSL BUILDING SETBACK LINE
- PUDE PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. 200600015999 (UNLESS SHOWN OTHERWISE).
- EBE EXCEPTION TO THE BLANKET EASEMENT PER DOC. 200600015999 (UNLESS SHOWN OTHERWISE).

### TYPICAL LOT / BUILDING DETAIL

NOT TO SCALE

### EXISTING LOT/OUTLOT



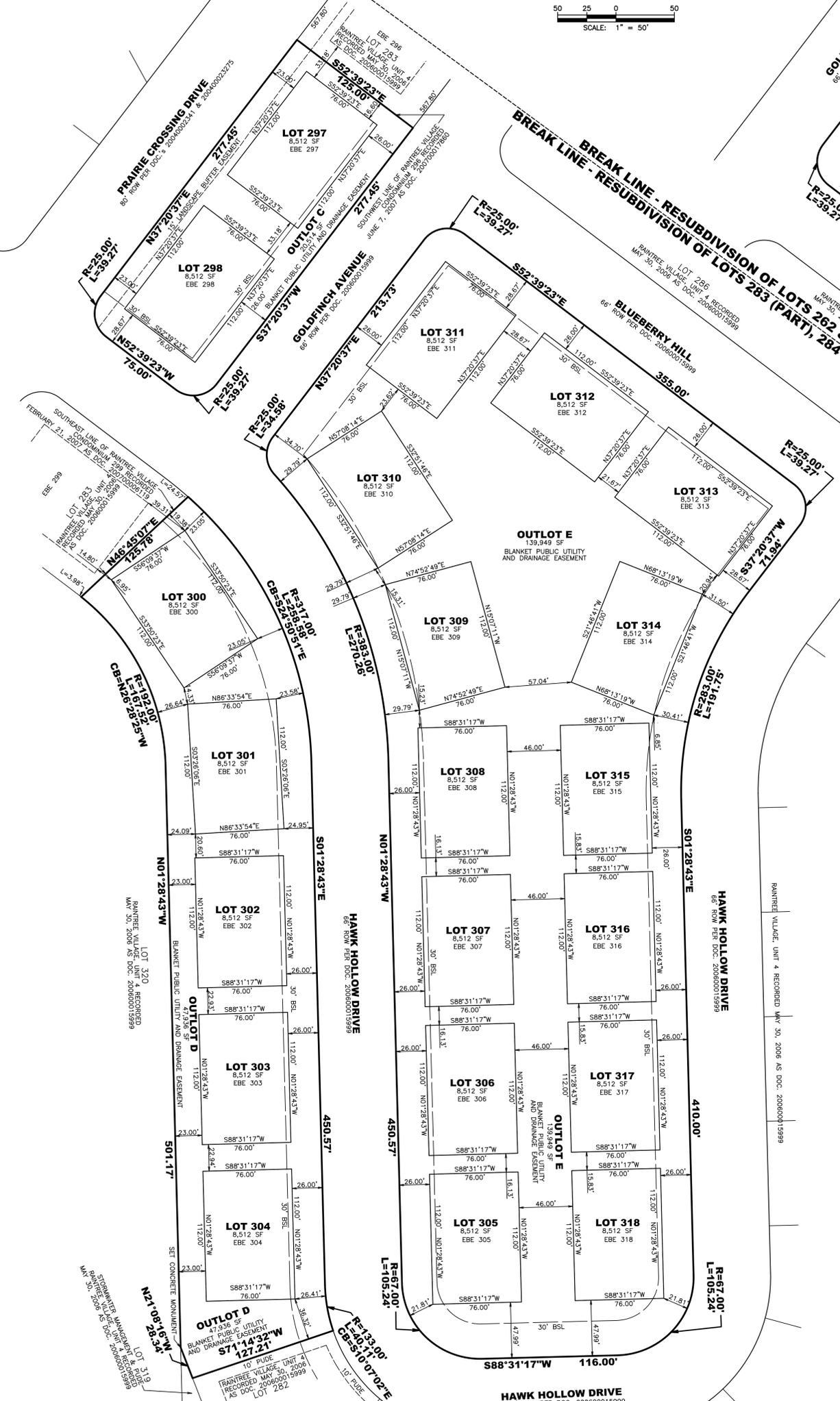
### RIGHT-OF-WAY

### MINIMUM BUILDING SEPARATIONS

- EXISTING MINIMUM BUILDING SEPARATIONS PER RAIN TREE VILLAGE, UNIT FOUR RECORDED MAY 30, 2006 AS DOCUMENT 200600015999 ARE HEREBY SUPERCEDED BY THE FOLLOWING MINIMUM BUILDING SEPARATIONS:
- SIDE TO SIDE 20 FEET
  - SIDE TO REAR 40 FEET
  - REAR TO REAR 60 FEET
  - FRONT TO SIDE 60 FEET
  - FRONT TO FRONT 50 FEET
  - REAR TO FRONT 100 FEET

### MINIMUM BUILDING SETBACKS

- EXISTING BUILDING SETBACKS WITHIN THIS RESUBDIVISION AS ESTABLISHED PER RAIN TREE VILLAGE, UNIT FOUR RECORDED MAY 30, 2006 AS DOCUMENT 200600015999 ARE HEREBY SUPERCEDED BY THE FOLLOWING MINIMUM BUILDING SETBACKS:
- FRONT BUILDING SETBACK TO RIGHT-OF-WAY 30 FEET
  - CORNER YARD SETBACK TO RIGHT-OF-WAY 30 FEET
  - REAR YARD SETBACK TO PERIMETER RESUBDIVISION BOUNDARY 30 FEET



CLIENT:  
**CALATLANTIC GROUP, INC.**  
 1141 EAST MAIN STREET  
 SUITE 108  
 EAST DUNDEE, IL 60018  
 PHONE: 224-293-3100  
 FAX: 224-293-3101

**Mackie Consultants, LLC**  
 9575 W. Higgins Road, Suite 500  
 Rosemont, IL 60018  
 (847)696-1400  
 www.mackieconsult.com

DATE	DESCRIPTION OF REVISION	BY
11-11-19	PER CITY REVIEW	GKF
10-17-19	REVISE LEGALS & OWNER'S CERTIFICATE	GKF
09-12-19	REVISE LOTS TO OUTLOTS	GKF
DATE	DESCRIPTION OF REVISION	BY

DESIGNED: \_\_\_\_\_  
 DRAWN: GKF  
 APPROVED: DAG  
 DATE: 09-04-19  
 SCALE: 1" = 50'

**FINAL PLAT OF RAIN TREE VILLAGE, UNIT FOUR 1ST RESUBDIVISION**  
**YORKVILLE, ILLINOIS**

SHEET  
**2 OF 2**  
 PROJECT NUMBER: 3459  
 © MACKIE CONSULTANTS, LLC, 2019  
 ILLINOIS FIRM LICENSE 184-002694

11/12/2019 11:45:37 PM N:\3459\Survey\Proposed\Final\3459-Resub\_Sheet\_2.dgn



Engineering Enterprises, Inc.

November 13, 2019

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

**Re: Raintree Village, Unit 4 - Resubdivision  
Final Plat of Resubdivision  
United City of Yorkville, Illinois**

Dear Krysti:

We are in receipt of the Final Plat, prepared by Mackie Consultants, LLC dated November 6, 2019 for the above referenced project.

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

1. The outlots to need to be changed to lots.
2. All lots are to be numbered and not lettered.

The plat should be revised and resubmitted. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.  
Vice President

BPS/nls

pc: Mr. Bart Olson, City Administrator (Via e-mail)  
Ms. Erin Willrett, Assistant City Administrator (Via e-mail)  
Mr. Jason Engberg, Senior Planner (Via e-mail)  
Mr. Eric Dhuse, Director of Public Works (Via e-mail)  
Mr. Pete Ratos, Building Department (Via e-mail)  
Ms. Dee Weinert, Admin Assistant (Via e-mail)  
Ms. Lisa Pickering, City Clerk (Via e-mail)  
Mr. Rick Murphy, Lennar (Via e-mail)  
TNP, NLS, EEI (Via e-mail)

\\Milkyway\EEI\_Storage\Docs\Public\Yorkville\2019\YO1932-DR Raintree Village, Unit 4-Resubdivision\Docs\coy\_PlatReview01.doc