

### **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 9, 2021 7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

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

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:**

- 1. Minutes of the Regular City Council January 26, 2021
- 2. Bill Payments for Approval
  - \$ 441,079.79 (vendors)
  - \$ 311,928.12 (payroll period ending 2/5/21)
  - \$ 753,007.91 (total)
- 3. EDC 2021-13 Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between the United City of Yorkville and Kendall County *authorize the Mayor and City Clerk to execute*
- 4. EDC 2021-15 Ordinance Repealing Parking Restrictions on West Van Emmon Street *authorize the Mayor and City Clerk to execute*

#### Mayor's Report:

1. CC 2021-04 Prairie Pointe Building Update

#### **Public Works Committee Report:**

**Economic Development Committee Report:** 

**Public Safety Committee Report:** 

#### **Administration Committee Report:**

1. ADM 2021-04 Disposal of Real Property – Old Bank Building and Kendall Marketplace Property

#### Park Board:

#### **Planning and Zoning Commission:**

- 1. PZC 2020-11 and EDC 2020-54 Ordinance Approving the Final Plat of Kendall Marketplace Lot 52 Phase 2 & 3 Resubdivision
- 2. PZC 2020-12 and EDC 2020-55 Ordinance Approving the Final Plat of Subdivision of Grande Reserve Units 15 and 22 First Resubdivision

**City Council Report:** 

City Clerk's Report:

**Community and Liaison Report:** 

**Staff Report:** 

Mayor's Report (cont'd):

2. CC 2021-03 FY 21 Budget Update

**Additional Business:** 

**Citizen Comments:** 

**Executive Session:** 

**Adjournment:** 

#### COMMITTEES, MEMBERS AND RESPONSIBILITIES

#### ADMINISTRATION: February 17, 2021 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman FunkhouserFinanceLibrary

Vice-Chairman: Alderman Transier Administration

Committee: Alderman Plocher
Committee: Alderman Peterson

## ECONOMIC DEVELOPMENT: March 2, 2021 – 6:00 p.m. – City Hall Conference Room

Committee Departments Liaisons

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

#### COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC SAFETY: March 4, 2021 – 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 16, 2021 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman PlocherPublic WorksPark BoardVice-Chairman:Alderman KochEngineeringYBSD

Committee: Alderman Funkhouser Parks and Recreation

Committee: Alderman Tarulis

## UNITED CITY OF YORKVILLE WORKSHEET CITY COUNCIL **Tuesday, February 9, 2021** 7:00 PM

CITY COUNCIL CHAMBERS

AME	NDMENTS TO AGENDA:		
CITIZ	ZEN COMMENTS ON AGENDA	ITEMS:	
CONS	SENT AGENDA:		
1.	Minutes of the Regular City Counc		
	☐ Removed		
	□ Notes		

	Bill Payments for Appro						
	Approved	_					
	As presented						
	☐ As amended						
	□ Notes						
3.	EDC 2021-13 Resolutio					ocal Building Insp	ectio
	Services between the				ntv		
		United City			=		
	Approved: Y	_ N	□ Subject to _		-		
	☐ Approved: Y	_ N	□ Subject to _				
	☐ Approved: Y	_ N	□ Subject to _				
	Approved: Y	_ N	□ Subject to _				
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	☐ Approved: Y ☐ Removed ☐ Notes	N	□ Subject to _				
	☐ Approved: Y Removed Notes EDC 2021-15 Ordinanc	ee Repealing I	□ Subject to _	tions on West	Van Emmon Str	reet	
	□ Approved: Y □ Removed □ Notes □ EDC 2021-15 Ordinanc □ Approved: Y	ee Repealing I	□ Subject to _  Parking Restrict  □ Subject to _	tions on West	Van Emmon Str	reet	
	□ Approved: Y □ Removed □ Notes □ EDC 2021-15 Ordinanc □ Approved: Y □ Removed	ee Repealing I	□ Subject to _	tions on West	Van Emmon Str	reet	
	□ Approved: Y □ Removed □ Notes □ EDC 2021-15 Ordinanc □ Approved: Y	ee Repealing I	□ Subject to _	tions on West	Van Emmon Str	reet	

MAY	OR'S REPORT:
1.	CC 2021-04 Prairie Pointe Building Update  Approved: Y N Subject to  Removed  Notes
ADM	INISTRATION COMMITTEE REPORT:
1.	ADM 2021-04 Disposal of Real Property — Old Bank Building and Kendall Marketplace Property  Approved: Y N
PLAN	INING AND ZONING COMMISSION:
1.	PZC 2020-11 and EDC 2020-54 Ordinance Approving the Final Plat of Kendall Marketplace Lot 52 Phase 2 & 3 Resubdivision  Approved: Y N □ Subject to □ Removed □ Notes □

2.	PZC 2020-12 and EDC Units 15 and 22 Firs		Ordinance Approving the Final Plat of Subdivision of Grande Reserve sion
	Approved: Y	N	□ Subject to
MAY	OR'S REPORT (CON	(T'D):	
2.	CC 2021-03 FY 21 Bu		
			□ Subject to
ADDI	TIONAL BUSINESS:		

CITIZEN COMMENTS:	 	 	



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

	_	
Agenda Item Nui	mbei	t

Consent Agenda #1

Tracking Number

	Agenda Item Sum	mary Memo
Title: Minutes of the	Regular City Council – Januar	ry 26, 2021
Meeting and Date:	City Council – February 9, 20	21
Synopsis: Approval	of Minutes	
Council Action Prev		
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requir	ed: Majority	
Council Action Requ	uested: Approval	
Submitted by:	Lisa Pickering Name	Administration  Department
	Agenda Item	<u>-</u>

# 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 26, 2021

Mayor Purcell called the meeting to order at 7:03 p.m.

#### **ROLL CALL**

City Clerk Pickering called the roll.

Ward I	Koch	Present (electronic attendance)
	Transier	Present (electronic attendance)
Ward II	Milschewski	Present (electronic attendance)
	Plocher	Present (electronic attendance)
Ward III	Funkhouser	Absent
	Frieders	Present (electronic attendance)
Ward IV	Tarulis	Present (electronic attendance)
	Peterson	Present (electronic attendance)

Staff in attendance at city hall: City Administrator Olson, Chief of Police Jensen, Deputy Chief Mikolasek, and Deputy Chief Pfizenmaier.

Staff in attendance electronically: City Clerk Pickering, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Assistant City Administrator Willrett, Attorney Orr, and EEI Engineer Sanderson.

Clerk's Note: Due to COVID-19, in accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Act, the United City of Yorkville encouraged social distancing by allowing remote attendance to the City Council meeting.

Members of the public were able to attend this meeting in person while practicing social distancing as well as being able to access the meeting remotely via Zoom which allowed for video, audio and telephonic participation.

A meeting notice was posted on the city's website on the agenda, minutes and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <a href="https://us02web.zoom.us/j/84745883060?pwd=dUVhcnhSZi9rZ1dheEVVaXdqVjcwdz09">https://us02web.zoom.us/j/84745883060?pwd=dUVhcnhSZi9rZ1dheEVVaXdqVjcwdz09</a>. The Zoom meeting ID was 847 4588 3060.

Mayor Purcell stated that he has determined that under the Governor's orders the meeting can be held with electronic attendance for the safety of the council members and the public and to help prevent the spread of the coronavirus.

#### **QUORUM**

A quorum was established.

#### **AMENDMENTS TO THE AGENDA**

None.

#### **PRESENTATIONS**

#### Recognition of Retiring Sergeant Andrew Jeleniewski

Deputy Chief Mikolasek recognized retiring Sergeant Andrew "Jello" Jeleniewski for his years of service with the city. Sergeant Jeleniewski has worked for the city since February 2004. During his years with Yorkville, he worked as a patrol officer, field training officer, detective, patrol sergeant, and canine handler. He also recently recreated Yorkville's citizen police academy program.

#### **Recognition of Retiring Officer Dale Arentsen**

Deputy Chief Pfizenmaier recognized retiring patrol officer Dale Arentsen for his years of service with the city. Officer Arentsen has worked for the city for twenty-eight years. Deputy Chief Pfizenmaier feels that Officer Arentsen embodies loyalty and a sense of community and said that it has been humbling to watch the professionalism that Officer Arentsen exhibited during his career.

#### **Swearing-in of Sergeant – Christopher Hayes**

Mayor Purcell, along with Fire and Police Commission Chairman Robert Johnson and Chief of Police Richard Hart, swore in Christopher Hayes as a Sergeant for the police department.

#### Police Department Adoption of the 10 Shared Principles Adopted by the Illinois Association of Chiefs of Police and the NAACP

Jim Black, President of the Illinois Association of Chiefs of Police, said that this endeavor started in late 2016. The association wanted to work with and collaborate with the NAACP on developing a set of principles that both associations would agree with and work with each other's memberships on trying to embolden. In March 2018 both associations adopted the 10 shared principles. It is the first ever document in the nation where it is an agreed upon set of principles between a state law enforcement association and a statewide civil rights group. Since adoption they have led over 24 regional and local events and have engaged with more than 1000 people, having difficult conversations and discussing how we can better work to build trust within our communities. Mr. Black said currently 258 agencies have adopted these shared principles.

Chief Jensen said that posters of the 10 Shared Principles would be framed and hung around the building. He feels it is important for the members of the police department see this on a constant basis so that they are reminded of the principles.

#### **PUBLIC HEARINGS**

None.

#### **CITIZEN COMMENTS ON AGENDA ITEMS**

None.

#### **CONSENT AGENDA**

- 1. Minutes of the Regular City Council January 12, 2021
- 2. Bill Payments for Approval
  - \$ 871,730.67 (vendors)
  - \$ 636,791.69 (payroll period ending 1/8/21 and 1/22/21)
  - \$ 1,508,522.36 (total)
- 3. ADM 2021-02 Treasurer's Report for November and December 2020

Mayor Purcell entertained a motion to approve the consent agenda. So moved by Alderman Milschewski; seconded by Alderman Tarulis.

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

#### **REPORTS**

#### MAYOR'S REPORT

Resolution 2021-04

Approving a Premises Use Agreement for the Senior Services Associates Use of a Portion of the Beecher Community Building

(CC 2021-05)

Mayor Purcell entertained a motion to approve a Resolution Approving a Premises Use Agreement for the Senior Services Associates Use of a Portion of the Beecher Community Building. So moved by Alderman Plocher; seconded by Alderman Peterson.

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

## Federal Use of Force Certification for Yorkville Police Department

(CC 2021-06)

Chief Jensen stated that the Police Department recently received the federal use of force certification through the Illinois Association of Chiefs of Police. This certification means the Yorkville Police Department's use of force policies are aligned with local, state, and federal laws. This certification is part of Presidential Executive Order No. 13929 on safe policing for safe communities.

#### **Bristol Ridge Road Resurfacing – Potential STP Funding**

(CC 2021-07)

Administrator Olson said that the purpose of this item is to see if there are any objections to proceeding with design engineering for this project. If there are not any objections, an engineering agreement will be brought to a future council meeting for approval. Proceeding with design engineering would increase the

#### The Minutes of the Regular Meeting of the City Council – January 26, 2021 – Page 3 of 4

city's project score which would also increase the chances for future funding. It is estimated that the engineering agreement will cost approximately \$70,000 and the plans would be good for five years.

Mayor Purcell asked how thick the overlay will be and what the life expectancy of the overlay is. Engineer Sanderson responded that these types of projects are limited to roughly 3 inches of overlay which should last roughly 12 to 17 years. He said the total project cost is estimated at approximately \$700,000. There were no objections to moving forward with a design engineering agreement.

## Resolution Approving an Intergovernmental Agreement Between the Kendall County Board of Health and the United City of Yorkville Concerning Volunteers to Assist with Administering COVID-19 Vaccinations

(CC 2021-08)

Mayor Purcell said that the intergovernmental agreement is no longer needed. He said the goal is to get vaccines into Kendall County and hopefully to be a leader in getting out as many vaccines as possible. One of the challenges that the health department faces is needing help to get the vaccines out. There are people who are willing to volunteer, but someone is needed to coordinate the volunteers. It was decided to hire someone to be a Volunteer Coordinator which was initially going to be accomplished through an intergovernmental agreement. Mayor Purcell stated the reason the intergovernmental agreement is no longer needed is because the Health Department is going to contract directly with someone to be the Volunteer Coordinator rather than go through the city.

#### PUBLIC WORKS COMMITTEE REPORT

No report.

#### ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

#### **PUBLIC SAFETY COMMITTEE REPORT**

No report.

#### **ADMINISTRATION COMMITTEE REPORT**

Disposal of Real Property – Old Bank Building and Kendall Marketplace Property

(ADM 2021-04)

Alderman Milschewski made a motion to table this item to the next City Council meeting; seconded by Alderman Peterson.

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

#### PARK BOARD

No report.

#### PLANNING AND ZONING COMMISSION

9261 Kennedy Road (Variance) – 1.5 Mile Review

(PZC 2020-13 and EDC 2021-06)

Mayor Purcell entertained a motion to authorize staff to notify Kendall County that the City does not have any objections to the variance request. So moved by Alderman Milschewski; seconded by Alderman Frieders.

Director Noble explained that the petitioners are the homeowners of the property. The variance is for the reduction of a setback for a driveway. She said neither staff nor the Planning and Zoning Commission had any objections.

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

**Ordinance 2021-02** 

Amending the Yorkville Zoning Ordinance Regarding Sign Maintenance and Regulations for Nonconforming Signs

(PZC 2020-14 and EDC 2021-07)

Mayor Purcell entertained a motion to approve an Ordinance Amending the Yorkville Zoning Ordinance Regarding Sign Maintenance and Regulations for Nonconforming Signs. So moved by Alderman Plocher; seconded by Alderman Frieders.

#### The Minutes of the Regular Meeting of the City Council – January 26, 2021 – Page 4 of 4

Director Noble noted that the Planning and Zoning Commission held a public hearing on the matter, and they voted in favor of the proposed amendment.

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

#### **CITY COUNCIL REPORT**

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

Alderman Frieders reported that the 2021 Hope for the Day National Suicide Prevention + Action Month Proclamation project already has twenty communities in eleven different states that have agreed to issue proclamations.

#### **CITY CLERK'S REPORT**

No report.

#### **COMMUNITY & LIAISON REPORT**

No report.

#### **STAFF REPORT**

No report.

#### MAYOR'S REPORT (cont'd)

**FY 21 Budget Update** (CC 2021-03)

Director Fredrickson reported that income tax is up 16% from last year, and local use tax is up 23% from last year.

Alderman Frieders commented on the positive impact that the council's front funding of grants to local businesses was having on the community. He said that he has heard from several businesses who are extremely thankful to have received grants from the city.

**Prairie Pointe Building Update** (CC 2021-04)

Administrator Olson reported that the architects are still working on the space needs for the building. He is expecting a discussion to take place at the next city council meeting.

#### **ADDITIONAL BUSINESS**

None.

#### **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 7:58 p.m.

Minutes submitted by:

Lisa Pickering, City Clerk, City of Yorkville, Illinois



Reviewed	By:

	Legal
	Finance
	Engineer
	City Administrator
	Community Development
	Purchasing
	Police
L	Public Works
	Parks and Recreation

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Agenda	Item	Num	bei

Consent Agenda #2

Tracking Number

## Agenda Item Summary Memo

Council Action Previously Taken:  Date of Action: Action Taken:  Item Number:  Type of Vote Required: _Majority  Council Action Requested: _Approval	Council Action Previously Taken:  Date of Action:	Title: Bills for Payment										
Council Action Previously Taken:  Date of Action: Action Taken:  Item Number:  Type of Vote Required: _Majority  Council Action Requested: _Approval  Submitted by: Amy Simmons	Council Action Previously Taken:  Date of Action:	Meeting and Date: City Council – February 9, 2021										
Date of Action: Action Taken:	Date of Action: Action Taken:  Item Number:  Type of Vote Required: _Majority  Council Action Requested: _Approval  Submitted by: Amy Simmons	Synopsis:										
Date of Action: Action Taken:	Date of Action: Action Taken:  Item Number:  Type of Vote Required: _Majority  Council Action Requested: _Approval  Submitted by: Amy Simmons											
Date of Action: Action Taken:	Date of Action: Action Taken:  Item Number:  Type of Vote Required: _Majority  Council Action Requested: _Approval  Submitted by: Amy Simmons											
Type of Vote Required: Majority  Council Action Requested: Approval  Submitted by: Amy Simmons Finance Name Department	Item Number:  Type of Vote Required: Majority  Council Action Requested: Approval  Submitted by: Amy Simmons Finance  Name Department	<b>Council Action Prev</b>	iously Taken:									
Type of Vote Required: Majority  Council Action Requested: Approval  Submitted by: Amy Simmons Finance  Name Department	Type of Vote Required: Majority  Council Action Requested: Approval  Submitted by: Amy Simmons Finance  Name Department	Date of Action:	Action Taken	:								
Council Action Requested: Approval  Submitted by: Amy Simmons Finance  Name Department	Council Action Requested: Approval  Submitted by: Amy Simmons Finance  Name Department	Item Number:										
Submitted by: Amy Simmons Finance  Name Department	Submitted by: Amy Simmons Finance  Name Department	Type of Vote Requir	red: Majority									
Name Department	Name Department	Council Action Requ	ıested: Approval									
Name Department	Name Department											
Name Department	Name Department											
•	•	Submitted by:										
Agenda Item Notes:	Agenda Item Notes:		Name	Department								
		Agenda Item Notes:										

DATE:	01/22/21
TIME:	12:42:37
ID:	AP225000.WOW

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		HECK ATE	ACCOUNT #	ITEM AMT	
900098	FNBO FIRST NA	TIONAL BANK	OMAHA	01,	/25/21			
	012521-A.SIMMONS	12/31/20		ADS-JAN 2021-MAR 2021 ALA MONITORING AT 800 GAME FA		23-216-54-00-5446 ** COMMENT **	616.44	
				0 4	CINTAS-10/1/20-12/31/20 F ALARM MONITORINGAT 2224 TREMONT ST		51-510-54-00-5445 ** COMMENT ** ** COMMENT **	237.00
			06 07	CINTAS-10/1/20-12/31/20 H ALARM MONITORINGAT 3299 I CROSSING	LEHMAN	51-510-54-00-5445 ** COMMENT ** ** COMMENT **	237.00	
			09	VERIZON-11/2-12/1 TABLET		79-790-54-00-5440		
				VERIZON-11/2-12/1 IN CAR		01-210-54-00-5440		
				VERIZON-11/2-12/1 CELL PH		01-220-54-00-5440		
				VERIZON-11/2-12/1 CELL PH		01-110-54-00-5440		
				VERIZON-11/2-12/1 CELL PH		01-210-54-00-5440		
				VERIZON-11/2-12/1 CELL PH		79-795-54-00-5440		
				VERIZON-11/2-12/1 CELL PH	1. 1	51-510-54-00-5440		
			Τ 6	VERIZON-11/2-12/1 CELL PH	HONES	52-520-54-00-5440		
				EST STEEL	# 6	INVOICE TOTAL:	3,370.37 *	
	012521-B.OLSEM	12/31/20	01	WAREHOUSE-STAPLES, ADDING	1836	01-110-56-00-5610	86.40	
				TAPE, NOTE PADS, MARKERS,		** COMMENT **		
			03	PENS, PAPER PLATES	- 1 - 1	** COMMENT **	0.6 4.0 4	
				18/1		INVOICE TOTAL:	86.40 *	
	012521-B.OLSON	12/31/20	01	ZOOM-11/23-1/22 SUBSCRIPT	TION	01-110-54-00-5462	209.96	
				Kendali County	(3)	INVOICE TOTAL:	209.96 *	
	012521-B.PFIZENMAIE	R 12/31/20	01	AMERICAN TIRE#4532-OIL CH	HANGE	01-210-54-00-5495	48.86	
				AMERICAN TIRE#4525-OIL CH		01-210-54-00-5495		
			03	AMERICAN TIRE#4491-OIL CH	HANGE	01-210-54-00-5495	84.80	
			0 4	AMERICAN TIRE#4501-OIL CH	HANGE	01-210-54-00-5495	93.53	
			05	AMERICAN TIRE#4494-BRAKE		01-210-54-00-5495	680.16	
			06	REPAIR		** COMMENT **		
			07	COMMERCIAL TIRE-TIRES		01-210-54-00-5495	865.05	
			8 0	STRYPES-DETAILING		01-210-54-00-5495	595.00	
			09	O'HERRON-MACE		01-210-56-00-5620	157.52	
				O'HERRON-JACKET		01-210-56-00-5600		
				O'HERRON-UNIFORM PANTS		01-210-56-00-5600		
				AMERICAN TIRE#4525-OIL CH		01-210-54-00-5495	48.86	
				AMERICAN TIRE#4564-TIRE		01-210-54-00-5495	70.72	
				DISPOSAL		** COMMENT **		
				AMERICAN TIRE#4539-BRAKE		01-210-54-00-5495	815.87	
				REPAIR		** COMMENT **	0.60 0.1	
				AMERICAN TIRE#4540-BRAKE		01-210-54-00-5495	962.31	
				REPAIR, OIL CHANGE		** COMMENT **	100.00	
			19	IACP-MEMBERSHIP DUE RENEV	VAL	01-210-54-00-5460	190.00	

DATE: 01/22/21 TIME: 12:42:37 ID: AP225000.WOW

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHECK DESCRIPTION DATE	ACCOUNT #	ITEM AMT
900098	FNBO FIRST NAT	IONAL BANK C	MAHA	01/25/21		
	012521-B.PFIZENMAIER	12/31/20	21	BRITE-ONBOARD COMPUTER FNBO PROCESSING FEE CREDIT COMMERCIAL TIRE-TIRES	25-205-60-00-6070 01-000-24-00-2440 01-210-54-00-5495 INVOICE TOTAL:	3,645.00 -39.00 729.00 9,374.66 *
	012521-C.PARKER	12/31/20	02	AMAZON-COVID SUPPLY CABINET AMAZON-COVID SUPPLY CABINET AMAZON-COVID SUPPLY CABINET	01-110-56-00-5610 01-120-56-00-5610 01-220-56-00-5620 INVOICE TOTAL:	103.33 103.33 103.33 309.99 *
	012521-D.BROWN	12/31/20	02 03	HOME DEPO-STORAGE TOTES AMAZON-FISH TAPE AMAZON-WORK BOOTS AMAZON-SWEATSHIRTS	51-510-56-00-5638 51-510-56-00-5630 51-510-56-00-5600 51-510-56-00-5600 INVOICE TOTAL:	87.64 62.99 144.95 79.99 375.57 *
	012521-D.DEBORD	12/30/20	01	AMAZON-VACUUM 8	82-820-56-00-5621 INVOICE TOTAL:	768.82 768.82 *
	012521-D.HENNE	12/31/20	01	RURAL KING-NIPPLES, ADAPTERS	01-410-56-00-5628 INVOICE TOTAL:	26.94 26.94 *
	012521-E.DHUSE	12/31/20	02 03 04 05 06 07 08 09 10 11 12 13	RIVER VIEW-BRAKE REPAIR NAPA#273905-FUSES NAPA#271923-SOLENOID NAPA#273902-DRAIN PLUG NAPA#273794-SPARK PLUGS, HOSE NAPA#273239-RIVETS, RETAINERS NAPA#273106-CAR CLEANERS NAPA#272851-CONNECTORS NAPA#272834-CONNECTOR RETURN NAPA#272829-CONNECTORS NAPA#272813-FUEL LINE DISC SET FILTERS NAPA#273527-FILTERS, SPARK PLUGS, CHIP BRUSH, OIL, RUST PREVENTER, POLISH	01-410-54-00-5490 01-410-56-00-5628 01-410-56-00-5628 01-410-56-00-5628 01-410-56-00-5628 79-790-56-00-5640 52-520-56-00-5640 79-790-56-00-5640 79-790-56-00-5640 79-790-56-00-5640 ** COMMENT ** 01-410-56-00-5628 ** COMMENT ** INVOICE TOTAL:	515.56 2.99 23.82 2.49 7.52 23.90 18.47 7.02 -2.40 16.01 21.31 229.32
	012521-E.WILLRETT	12/30/20	02 03	DRUG SCREENING DRUG SCREENING ELEMENT FOUR-DEC 2020 OFFSITE BACKUP SERVICES	79-795-54-00-5462 01-410-54-00-5462 01-640-54-00-5450 ** COMMENT ** INVOICE TOTAL:	43.00 58.00 526.33 627.33 *
	012521-G.JOHNSON	12/31/20	01	RURAL KING-BIB OVERALLS	51-510-56-00-5600 INVOICE TOTAL:	74.99 74.99 *

TIME: 12:42:37
ID: AP225000.WOW

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900098	FNBO FIRST NATI	ONAL BANK ON	AHAN	C	)1/25/21		
	012521-G.STEFFENS	12/31/20		RED WING#829448-2 PAIRS	S WORK	52-520-56-00-5600 ** COMMENT **	350.98
			03	DMV-CDL LICENSE RENEWAL		52-520-54-00-5462 INVOICE TOTAL:	66.46 417.44 *
	012521-J.BAUER	12/31/20		SIU-CDL LICENSE CLASS F GARCIA & CONARD	FOR	51-510-54-00-5412 ** COMMENT **	600.00
						INVOICE TOTAL:	600.00 *
	012521-J.DYON	12/31/20		WAREHOUSE-CALENDARS, PRINK		01-120-56-00-5610 ** COMMENT **	23.58
				WAREHOUSE-CALENDARS, PEINK		51-510-56-00-5620 ** COMMENT **	35.59
			0.5	WAREHOUSE-CALENDARS, PIINK	RINTER	52-520-56-00-5610 ** COMMENT **	10.27
			07	WAREHOUSE-CLIPBOARD	971	51-510-56-00-5620	25.97
			0.8	WAREHOUSE-FOLDERS, PROJ	TECTOR	01-120-56-00-5610	6.09
			09	WAREHOUSE-FOLDERS, PROT	TECTOR	51-510-56-00-5620	9.18
			10	WAREHOUSE-FOLDERS, PROT	TECTOR 0000	52-520-56-00-5610	2.65
			11	WAREHOUSE-INTEROFFICE F	ENVELOPE	01-110-56-00-5610	27.88
				127	Fla	INVOICE TOTAL:	141.21 *
	012521-J.ENGBERG	12/31/20	01	AMAZON-PRINTER INK TANK		01-220-56-00-5620	137.45
		,,		ADOBE-CREATIVE CLOUD MC		01-220-54-00-5462	52.99
				FEE Kendall Coun		** COMMENT **	
				Kendali Coun		INVOICE TOTAL:	190.44 *
	012521-J.GALAUNER	12/30/20	01	AMAZON-RED ENVELOPES		79-795-56-00-5606	30.90
						INVOICE TOTAL:	30.90 *
	012521-J.JENSEN	12/31/20		JIMMY JOHNS-LUNCH DURIN	1G	01-210-54-00-5415 ** COMMENT **	42.57
				ROSATIS-LUNCH FOR JELENEWSKI'S RETIREMENT	n	01-210-54-00-5415 ** COMMENT **	97.87
						INVOICE TOTAL:	140.44 *
	012521-J.SLEEZER	12/31/20	01	AMAZON-HOSE, NOZZEL, AI	DAPTERS	01-410-56-00-5620	190.29
				AMAZON-GARAGE DOOR OPEN	NER	23-216-56-00-5656	58.95
			U 3	RECEIVER		** COMMENT ** INVOICE TOTAL:	249.24 *
	012521-K.BARKSDALE	12/31/20		KONE-DEC 2020 ELEVATOR MAINTENANCE		23-216-54-00-5446 ** COMMENT **	160.50
			03	WAREHOUSE-BATTERIES, PE	ENS	01-220-56-00-5610	82.92
			0 4	AMAZON-MESSAGE BOOK		01-220-56-00-5610	10.78

TIME: 12:42:37
ID: AP225000.WOW

12521-K.BARKSDALE   12/31/20   05   APA-NATIONAL PLANNING   01-210-54-00-5412   325.00   12/31/20   12/31/20   07   APA-NATIONAL PLANNING   11/000E POTAL:   579.20 *   12/31/20   12/31/20   12/31/20   12/31/20   12/31/20   13/31/	CHECK #	VENDOR # INVOICE #		INVOICE DATE		DESCRIPTION DA	ECK TE ACCOUNT #	ITEM AMT	
012521-K.GREGORY 12/31/20 01 AMAZON-SCREEN PROTECTORS, 01-110-56-00-5610 51.96   02 PHONE CASES	900098	FNBO	FIRST NATI	ONAL BANK C	MAHA	01/	25/21		
012521-K.GREGORY 12/31/20 01 AMAZON-SCREEN PROTECTORS, 01-110-56-00-5610 51.96  02 PHONE CASES "COMMENT"* 03 MINNER LECT*100890-JAN 2021 01-410-54-00-5462 366.95  MINNER LECT*100890-JAN 2021 51-510-54-00-5462 430.65  MINNER LECT*100890-JAN 2021 51-510-54-00-5462 430.65  MINNER LECT*100890-JAN 2021 55-50-5-50-00-5662 287.10  08 MANAGED SERVICES RADIO "COMMENT"* 09 MINNER LECT*100890-JAN 2021 "COMMENT"* 10 MANAGED SERVICES RADIO "COMMENT"* 11 MAYOR SERVICES RADIO "COMMENT"* 12 MINNER LECT*100890-JAN 2021 "73-780-54-00-5462 510.40  13 TRUGREEN-GROUNDS TREATMENT 51-510-54-00-5462 510.40  14 TRUGREEN-GROUNDS TREATMENT 51-510-54-00-5462 510.40  15 TRUGREEN-GROUNDS TREATMENT 51-510-54-00-5462 510.40  16 ARNESON*170937-00T 2020 DIESEN 11 01-410-56-00-5695 742.14  17 ANNESON*17158-00T 2020 DIESEN 11 01-410-56-00-5695 742.14  19 ANNESON*17158-00T 2020 DIESEN 11 01-410-56-00-5695 710.23  20 ARNESON*17158-00T 2020 GAS 01-410-56-00-5695 790.28  21 ARNESON*17158-00T 2020 GAS 01-410-56-00-5695 790.28  22 MELBSTAR-CVILINDER RENTAL  23 FIRST PLACE-STAR'S 200 DIESEN 11 01-410-56-00-5695 390.28  24 FIRST PLACE-STAR'S 200 DIESEN 12 01-410-56-00-5695 390.88  25 ARNESON*166693-NOV 2020 GAS 51-510-56-00-5695 390.68  26 ARNESON*166693-NOV 2020 GAS 51-510-56-00-5695 390.68  27 ARNESON*166693-NOV 2020 DIESEN 51-510-56-00-5695 390.68  28 ARNESON*166693-NOV 2020 DIESEN 51-510-56-00-5695 390.77  30 ARNESON*166693-NOV 2020 DIESEN 51-510-56-00-5695 390.77  31 ARNESON*17075-NOV 2020 GAS 51-510-56-00-5695 390.77  32 ARNESON*17075-NOV 2020 GAS 51-510-56-00-5695 390.77  33 ARNESON*17075-NOV 2020 GAS 51-510-56-00-5695 390.77  34 ARNESON*17075-NOV 2020 GAS 51-510-56-00-5695 390.55  35 TRUGREEN-GROUNDS CARE 52-20-56-00-5695 390.55  36 TRUGREEN-GROUNDS CARE 52-20-56-00-5695 390.55  37 TRUGREEN-GROUNDS CARE 52-20-56-00-5695 390.55  38 ARNAMARK*6100000047986-MATS 51-510-56-00-5695 18.88  38 ARNAMARK*6100000047986-MATS 51-510-56-00-5695 18.88		012521-K.B	ARKSDALE	12/31/20					
### COMMENT **  *** COMMENT **							INVOICE TO	DTAL: 579.20	*
MINER ELECTAIO0890-JAN 2021   51-510-54-00-5462   430.65		012521-K.G	REGORY	12/31/20					
MINER ELECTAIO0890-JAN 2021   51-510-54-00-5462   430.65					03 04	MINER ELECT#100890-JAN 200 MANAGED SERVICES RADIO	21 01-410-54- ** COMM		
08 MANAGED SERVICES RADIO					05	MINER ELECT#100890-JAN 20	21 51-510-54-		
10 MANAGED SERVICES RADIO ** COMMENT ** 11 BSI-ANNUAL SUBSCRIPTION 51-510-54-00-5462 495.00 12 RENEWAL ** COMMENT ** 13 TRUGGEN-GROUNDS TREATMENT 51-510-54-00-5445 176.65 14 TRUGGEN-GROUNDS TREATMENT 52-520-5445 187.00 15 TRUGGEN-GROUNDS TREATMENT 83 25-20-5444 187.00 16 ARNESON#170994-OCT 2020 DIESEL 01-410-56-00-5695 742.14 17 ARNESON#170994-OCT 2020 DIESEL 01-410-56-00-5695 742.14 18 ARNESON#170990-OCT 2020 DIESEL 01-410-56-00-5695 827.13 19 ARNESON#171584-OCT 2020 DIESEL 01-410-56-00-5695 827.13 19 ARNESON#171584-OCT 2020 GAS 01-410-56-00-5695 590.28 20 ARNESON#171585-OCT 2020 GAS 01-410-56-00-5695 377.70 21 ARNESON#17990-OCT 2020 GAS 01-410-56-00-5695 359.60 22 WELDSTAR-CYLINDER RENTAL 01-410-56-00-5695 359.60 23 FIRST PLACE-SUSTION HOSE 51-510-56-00-5695 399.00 24 FIRST PLACE-SUSTION HOSE 51-510-56-00-5695 399.68 25 ARNESON#169693-NOV 2020 GAS 51-510-56-00-5695 399.68 26 ARNESON#169693-NOV 2020 DIESEL 01-410-56-00-5695 399.68 26 ARNESON#169693-NOV 2020 DIESEL 01-410-56-00-5695 399.68 27 ARNESON#169693-NOV 2020 DIESEL 01-410-56-00-5695 393.07 28 ARNESON#169693-NOV 2020 DIESEL 51-510-56-00-5695 393.07 29 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 393.17 30 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 31 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 32 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 33 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 34 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 35 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 36 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 37 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 38 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 39 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 30 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 31 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 32 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 33 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 34 ARNESON#170176-NOV 2020 DIESEL 51-5									
12 RENEWAL									
14 TRUGREEN-GROUNDS TREATMENT 186 15 TRUGREEN-GROUNDS TREATMENT 186 16 ANNESON-170940-CCT 2020 DIESEL 01-410-56-00-5695 742.14 17 ANNESON-170979-CCT 2020 DIESEL 01-410-56-00-5695 742.14 18 ANNESON-171586-CCT 2020 DIESEL 01-410-56-00-5695 710.23 18 ANNESON-171586-CCT 2020 GAS 01-410-56-00-5695 827.13 19 ANNESON-171585-CCT 2020 GAS 01-410-56-00-5695 590.28 20 ANNESON-171585-CCT 2020 GAS 01-410-56-00-5695 377.70 21 ANNESON-17090-CCT 2020 GAS 01-410-56-00-5695 379.60 22 WELDSTAR-CYLINDER RENTAL 01-410-56-00-5695 349.60 23 FIRST PLACE-SUCTION HOSE 51-510-54-00-5485 99.00 24 FIRST PLACE-STAKES 51-510-56-00-5695 396.68 25 ANNESON-169693-NOV 2020 GAS 51-510-56-00-5695 396.68 26 ANNESON-169693-NOV 2020 DIESEL 01-410-56-00-5695 303.07 27 ANNESON-169693-NOV 2020 DIESEL 51-510-56-00-5695 303.07 28 ANNESON-170175-NOV 2020 DIESEL 52-520-56-00-5695 303.07 29 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 293.17 30 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 293.17 31 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 293.17 32 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 293.77 33 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 297.77 34 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 297.77 35 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 297.77 36 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 297.77 37 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 38 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 39 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 30 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 31 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 32 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 33 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 34 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 35 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 36 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 37 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 38 ANNESON-170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 39 ANNESON-17							7 7 7 7		
15 TRUGREN-GROUNDS TREATMENT 23-216-54-00-5446 287.00 16 ARNESON#170994-OCT 2020 DIESEL 01-410-56-00-5695 742.14 17 ARNESON#171586-OCT 2020 DIESEL 01-410-56-00-5695 710.23 18 ARNESON#171584-OCT 2020 DIESEL 01-410-56-00-5695 827.13 19 ARNESON#171584-OCT 2020 GAS 01-410-56-00-5695 990.28 20 ARNESON#171585-OCT 2020 GAS 01-410-56-00-5695 377.70 21 ARNESON#171585-CCT 2020 GAS 01-410-56-00-5695 379.60 22 WELDSTAR-CYLINDER RENTAL 01-410-56-00-5695 359.60 23 FIRST PLACE-SUCTION HOSE 51-510-54-00-5485 99.00 24 FIRST PLACE-SUCTION HOSE 51-510-56-00-5695 396.68 25 ARNESON#169694-NOV 2020 GAS 51-510-56-00-5695 396.68 26 ARNESON#169699-NOV 2020 DIESEL 51-510-56-00-5695 303.07 27 ARNESON#169693-NOV 2020 DIESEL 51-510-56-00-5695 303.07 28 ARNESON#169693-NOV 2020 DIESEL 51-510-56-00-5695 303.07 29 ARNESON#170175-NOV 2020 DIESEL 51-510-56-00-5695 303.07 30 ARNESON#170176-NOV 2020 DIESEL 51-50-56-00-5695 293.17 31 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 32 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 33 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 34 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 35 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 36 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 37 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 38 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 39 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 30 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 31 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 32 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 33 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 34 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 35 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 36 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 37 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 38 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 39 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 39 ARNESON#170176-					1 /	TRICREM_CROUNDS TREATMENT	52-520-54	-00-5444 197 00	
17 ARNESON#170979-OCT 2020 DIESEL 01-410-56-00-5695 710.23 18 ARNESON#171586-OCT 2020 DIESEL 01-410-56-00-5695 827.13 19 ARNESON#171584-OCT 2020 GAS 01-410-56-00-5695 590.28 20 ARNESON#171585-OCT 2020 GAS 01-410-56-00-5695 377.70 21 ARNESON#17090-OCT 2020 GAS 01-410-56-00-5695 379.60 22 WELDSTAR-CYLINDER RENTAL 01-410-54-00-5485 34.80 23 FIRST PLACE-SUCTION HOSE 51-510-54-00-5485 99.00 24 FIRST PLACE-STAKES 51-510-56-00-5695 396.68 25 ARNESON#169694-NOV 2020 GAS 51-510-56-00-5695 396.68 26 ARNESON#169693-NOV 2020 DIESEL 01-410-56-00-5695 303.07 27 ARNESON#169693-NOV 2020 DIESEL 51-510-56-00-5695 303.07 28 ARNESON#169693-NOV 2020 DIESEL 51-510-56-00-5695 303.07 29 ARNESON#170175-NOV 2020 GAS 01-410-56-00-5695 293.17 30 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 293.17 31 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 32 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 33 ARNESON#170176-NOV 2020 DIESEL 51-510-56-00-5695 259.77 34 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 35 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 36 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 37 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 38 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 39 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 259.77 30 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 248.56 31 ARNESON#177473-NOV 2020 DIESEL 52-520-56-00-5695 248.56 32 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 248.56 33 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 248.56 34 ARNESON#170176-NOV 2020 DIESEL 52-520-56-00-5695 248.56 35 TRUGREEN-GROUNDS CARE 52-520-56-00-5695 248.56 36 TRUGREEN-GROUNDS CARE 52-520-56-00-5445 539.65 37 TRUGREEN-GROUNDS CARE 52-520-56-00-5445 52-520-56-00-5695 248.56 38 ARAMARK#610000047986-MATS 51-510-54-00-5448 518.88					15	TRUGREEN-GROUNDS TREATMEN	23-216-54-	-00-5446 287.00	
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34 ARNESON#177473-NOV 2020 GAS 51-510-56-00-5695 683.28 35 TRUGREEN-GROUNDS CARE 51-510-54-00-5445 639.65 36 TRUGREEN-GROUNDS CARE 52-520-54-00-5444 55.65 37 TRUGREEN-GROUNDS CARE 23-216-54-00-5446 283.65 38 ARAMARK#610000047986-MATS 01-410-54-00-5485 18.88 39 ARAMARK#610000047986-MATS 51-510-54-00-5485 18.88					32	ARNESON#170176-NOV 2020 D			
35 TRUGREEN-GROUNDS CARE 51-510-54-00-5445 639.65 36 TRUGREEN-GROUNDS CARE 52-520-54-00-5444 55.65 37 TRUGREEN-GROUNDS CARE 23-216-54-00-5446 283.65 38 ARAMARK#610000047986-MATS 01-410-54-00-5485 18.88 39 ARAMARK#610000047986-MATS 51-510-54-00-5485 18.88									
36 TRUGREEN-GROUNDS CARE 52-520-54-00-5444 55.65 37 TRUGREEN-GROUNDS CARE 23-216-54-00-5446 283.65 38 ARAMARK#610000047986-MATS 01-410-54-00-5485 18.88 39 ARAMARK#610000047986-MATS 51-510-54-00-5485 18.88							AS 51-510-56-		
37 TRUGREEN-GROUNDS CARE 23-216-54-00-5446 283.65 38 ARAMARK#610000047986-MATS 01-410-54-00-5485 18.88 39 ARAMARK#610000047986-MATS 51-510-54-00-5485 18.88									
38 ARAMARK#610000047986-MATS 01-410-54-00-5485 18.88 39 ARAMARK#610000047986-MATS 51-510-54-00-5485 18.88									
39 ARAMARK#610000047986-MATS 51-510-54-00-5485 18.88									
40 ARAMARK#610000047986-MATS 52-520-54-00-5488 18.89 41 ARAMARK#610000035161-MATS 01-410-54-00-5485 18.88									
					40 41	ARAMARK#610000047986-MATS ARAMARK#610000035161-MATS	52-520-54- 01-410-54-		

TIME: 12:42:37
ID: AP225000.WOW

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900098	FNBO 1	FIRST NATI	ONAL BANK	ОМАНА		01/25/21		
	012521-K.GR	EGORY	12/31/20	43 44 45 46 47 48 49 50 51 52 53 54 55 56	ARAMARK#610000035 ARAMARK#610000035 ARAMARK#610000021 ARAMARK#610000021 ARAMARK#610000041 ARAMARK#610000041 ARAMARK#610000041 ARAMARK#610000031 ARAMARK#610000031 ARAMARK#610000031 ARAMARK#610000018 ARAMARK#610000018 ARAMARK#610000028 ARAMARK#610000028 ARAMARK#610000028	161-MATS 917-MATS 917-MATS 917-MATS 677-MATS 677-MATS 663-MATS 663-MATS 663-MATS 400-MATS 400-MATS 400-MATS 400-MATS 400-MATS 400-MATS	51-510-54-00-5485 52-520-54-00-5485 01-410-54-00-5485 51-510-54-00-5485 52-520-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 52-520-54-00-5485 52-520-54-00-5485 52-520-54-00-5485 52-520-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485 51-510-54-00-5485	18.88 18.89 18.88 18.88 18.89 18.88 18.89 18.89 18.88 18.89 18.88 18.89 18.88
				59 60 61 62 63 64 65 66 67 68 69 70 71 72 73	ARAMARK#610000028 ARAMARK#610000044 ARAMARK#610000044 ARAMARK#610000038 ARAMARK#610000038 ARAMARK#610000038 ARAMARK#610000025 ARAMARK#610000025 ARAMARK#610000025 ARAMARK#610000051 ARAMARK#610000055	560-MATS 560-MATS 560-MATS 519-MATS 519-MATS 254-MATS 254-MATS 254-MATS 081-MATS 081-MATS 081-MATS 081-MATS 1RT T 2020 DIESEL 4549-MATS	01-410-54-00-5485	18.88     18.88     18.89     18.88     18.89     18.88     18.89     18.88     18.89     18.88     18.89     60.00     342.06     56.65     56.65
	012521-L.GAN		12/31/20		FLATSOS#17661-2 T SHAW MEDIA-ANNUAL		51-510-54-00-5490 INVOICE TOTAL: 01-110-54-00-5426	369.90 369.90 * 1,150.20
	012021 B.II.		12, 30, 20	02	REPORT WAREHOUSE-FOLDERS		** COMMENT ** 01-110-56-00-5610 INVOICE TOTAL:	47.97 1,198.17 *
	012521-M.SE	NG	12/31/20		HOME DEPO-CORDED :		23-216-56-00-5656 23-216-56-00-5656	127.97 55.50

TIME: 12:42:37
ID: AP225000.WOW

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHE DESCRIPTION DAT		ITEM AMT
900098	FNBO FIRST NATI	ONAL BANK ON	MAHA	01/2	5/21	
	012521-M.SENG	12/31/20		DOORS BY RUSS-BOTTOM SEAL COFFMAN-WHEELS	23-216-54-00-5446 01-410-54-00-5490 INVOICE TOTAL:	
	012521-N.DECKER	12/30/20	02 03 04	WAREHOUSE-PENS COMCAST-11/15-12/14 INTERN WAREHOUSE-FILES, CORRECTIO TAPE KENDALL PRINTING-NOTARY ST	N 01-210-56-00-5610 ** COMMENT **	
			06 07	CRITICAL REACH-APBNET ANNU SUPPORT FEE	AL 01-210-54-00-5460 ** COMMENT **	400.00
			09 10 11	SHREDIT-NOV 2020 SHREDDING WAREHOUSE-SOAP AT&T-11/25-12/24 SERVICE O'HERRON-UNIFORM SERVICE	01-210-56-00-5620 01-210-54-00-5440 01-210-56-00-5620	193.49 11.18 341.71 5,354.00
			13 14	COMPONENTS MINER#271223-REMOVE EQUIPM FROM SQUAD	** COMMENT **	
			16	MINER#271224-REPAIR SPOT L COMCAST-12/8-1/7 CABLE ACCURINT-NOV 2020 SEARCHES	IGHT 01-210-54-00-5495 01-210-54-00-5440 01-210-54-00-5462	166.60 4.22 150.00
			19	JCM UNIFORMS-BLACK VEST CO JCM UNIFORMS-BLACK VEST CO KENDALL PRINTING-NOTARY ST	VER 01-210-56-00-5600	198.40 198.40 32.90
			21 22	KENDALL PRINTING-NOTARY ST KENDALL PRINTING-PAYROLL VOUCHERS		32.90 255.40
			23	LE IV	INVOICE TOTAL:	8,833.31 *
	012521-P.MCMAHON	12/31/20	01	GOOGLE-11/28-1/28 NEST AWA	RE 01-210-56-00-5620 INVOICE TOTAL:	12.00 12.00 *
	012521-P.RATOS	12/31/20	02	DUYS-2 PAIRS ELECTRICAL HAZARD RATED BOOTS	** COMMENT **	361.25
			04	RURAL KING-ELECTRICAL HAZA RATED BOOTS	** COMMENT **	
				AMAZON-TACTICAL PANTS-RATO AMAZON-FLASHLIGHT CHARGER		259.75 9.99 770.98 *
	012521-R.FREDRICKSON	12/31/20		IGFOA-SENIOR ACCOUNTANT JO POSTING	B 01-120-54-00-5462 ** COMMENT **	250.00
			0 4	COMCAST-11/12-12/11 CABLE 800 GAME FARM RD COMCAST-11/13-12/12 INTERN	** COMMENT **	21.06
			0.5	COMORDI-II/ID-IZ/IZ INTERN	51-510-54-00-5440	100.33

TIME: 12:42:37 ID: AP225000.WOW

CHECK #	VENDOR # INVOICE #				DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900098	FNBO	FIRST NATI	ONAL BANK	OMAHA		01/25/21		
	012521-R.F	REDRICKSON	12/31/20	07	AT 610 TOWER PLANT COMCAST-11/15-12/14 & CABLE AT 102 E VA	INTERNET	** COMMENT ** 79-795-54-00-5440 ** COMMENT **	141.92
				09	NEWTEK-12/11-1/11 W: COMCAST-11/24-12/23	EB UPKEEP	01-640-54-00-5450	
				12	AT 201 HYDRAULIC COMCAST-11/24-12/23 AT 201 HYDRAULIC	INTERNET	** COMMENT ** 79-795-54-00-5440 ** COMMENT **	63.58
				14 15	COMCAST-11/24-12/23 AT 800 GAME FARM RD	INTERNET	01-110-54-00-5440 ** COMMENT **	47.76
				17	COMCAST-11/24-12/23 AT 800 GAME FARM RD	-1/1	** COMMENT **	
				19	COMCAST-11/24-12/23 AT 800 GAME FARM RD	101	** COMMENT **	
				21	COMCAST-11/24-12/23 AT 800 GAME FARM RD COMCAST-11/29-12/28		** COMMENT ** 79-790-54-00-5440	
				23 24	VOICE & CABLE AT 18 COMCAST-11/30-12/29	5 WOLF ST INTERNET	** COMMENT **	
				26	AT 610 TOWER COMCAST-11/30-12/29 AT 610 TOWER	INTERNET	** COMMENT ** 01-410-54-00-5440  ** COMMENT **	78.95
				28	COMCAST-11/30-12/29	INTERNET	51-510-54-00-5440 ** COMMENT **	118.42
				30 31	COMCAST-12/1-12/31 AT 610 TOWER OFC2	INTERNET	51-510-54-00-5440 ** COMMENT **	
				33	COMCAST-12/1-12/31 AT 610 TOWER OFC2 COMCAST-12/1-12/31	: \\'/	52-520-54-00-5440 ** COMMENT ** 01-410-54-00-5440	
				35	AT 610 TOWER OFC2	INIERNEI	** COMMENT ** INVOICE TOTAL:	
	012521-R.H	IARMON	12/31/20	01	TPT-TEACHING AIDS AMAZON-BOOKS, STICK		79-795-56-00-5606	12.40
				03	AMAZON-BOOKS, STICK: WALMART-CARSTOCK, S: WINDEX	ERS NACKS,	79-795-56-00-5606 79-795-56-00-5606 ** COMMENT **	42.78
				05	AMAZON-WET WIPE POU	CHES, HDMI ET	79-795-56-00-5606 ** COMMENT **	32.52
					BUNDT CAKE-FUNDRAIS FETCHKIDS-SCHOOL DI SERVICE	SMISAL	79-795-56-00-5606 79-795-56-00-5606 ** COMMENT **	6.50
				10	TARGET-JAN 2021 PRE AMAZON-BOOKS, MATH	SCHOOL AIDS	79-795-56-00-5606 79-795-56-00-5606	36.74
					AMAZON-RETURNED MER WALMART-PRESCHOOL S		79-795-56-00-5606 79-795-56-00-5606 INVOICE TOTAL:	37.40

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ID: AP225000.WOW

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
900098	FNBO	FIRST NATI	ONAL BANK (	AHAMC		01/25/21			
	012521-R.M	IKOLASEK	12/31/20	02 03	FORCE SCIENCE INSTITUTE-REALISTIC DE-ESCALATION INSTRUCTO COURSE FOR 2 PEOPLE	OR	01-210-54-00-5412 ** COMMENT ** ** COMMENT ** ** COMMENT **	990.00	
				05	AMAZON-AMMUNITION HOLD	ERS	01-210-56-00-5620	123.51	
					BLUE STAR POLICE SUPPLY SHOTGUN CASES	Y <b>-</b>	01-210-56-00-5620 ** COMMENT **	113.78	
							INVOICE TOTAL:	1,227.29 *	
	012521-S.A	UGUSTINE	12/30/20	02	AMAZON-DOUBLE SIDED TA AMAZON-PACKING TAPE, PI INK		82-820-56-00-5671 82-820-56-00-5610 ** COMMENT **	29.22 58.76	
					DELAGE-COPIER LEASE	1	82-820-54-00-5462	194.48	
					AMAZON-RECEIPT PAPER	101	82-820-56-00-5610	49.99	
				06	AMAZON-POST IT NOTES, 'CORRECTION TAPE	J. 100. 1	82-820-56-00-5610 ** COMMENT **	54.74	
				0.8	AMAZON-MARKERS		82-820-56-00-5610	14.40	
				09	AMAZON PRIME MONTHLY F	EE	82-820-54-00-5460	12.99	
				10	AMAZON-STATIONARY	1836	82-820-56-00-5671	12.95	
				11	ZOOM-WEBINAR FEE 12/22	-01/21	82-820-54-00-5460	40.00	
					127	Elal	INVOICE TOTAL:	467.53 *	
	012521-S.IV	WANSKI	12/30/20	01	YORKVILLE POST-POSTAGE	721	82-820-54-00-5452	14.30	
					County Sea of Kendall Cour	/9/	INVOICE TOTAL:	14.30 *	
	012521-S.R	AASCH	12/31/20	02	CHICAGO FIRE & RESTORATION-BIOHAZARD AT 610 TOWER	CLEANING	23-216-54-00-5446 ** COMMENT ** ** COMMENT **	600.00	
				05	CHICAGO FIRE & RESTORATION-BIOHAZARD ( AT 185 WOLF	CLEANING	23-216-54-00-5446 ** COMMENT ** ** COMMENT **	1,200.00	
				08	CHICAGO FIRE & RESTORATION-BIOHAZARD ( AT YORKVILLE PD JAIL (		23-216-54-00-5446 ** COMMENT ** ** COMMENT **	150.00	
				0 3		9222	INVOICE TOTAL:	1,950.00 *	
	012521-S.R	EDMON	01/21/21		NARVICK-3000 AE RENEWAL-SLEEZER		72-720-60-00-6013 ** COMMENT **	1,353.00	
				03	IPRA-MEMBERSHIP RENEWA	L-EVANS	79-795-54-00-5460		
					IPRA-MEMBERSHIP RENEWA		79-795-54-00-5460	244.00	
					IPRA-MEMBERSHIP RENEWAL-GALAUNER		79-795-54-00-5460 ** COMMENT **	244.00	
				07	IPRA-MEMBERSHIP RENEWA	L-NELSON	79-795-54-00-5460	244.00	
					IPRA-MEMBERSHIP RENEWA		79-795-54-00-5460	244.00	
				09	AT&T-11/24-12/23 TOWN :	SQAURE	79-795-54-00-5440	78.53	

TIME: 12:42:37
ID: AP225000.WOW

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900098	FNBO	FIRST NAT	CIONAL BANK	OMAHA		01/25/21		
	012521-S.R	EDMON	01/21/21	1.0	PARK SIGN INTERNET		** COMMENT **	
	012021 0:10	LDIIOI	01/21/21		USPS-CURRICULUM PA		79-795-54-00-5452	24.90
					PARTY CITY-CREDIT		79-795-56-00-5606	-5.77
					PARTY CITY-GRINCH		79-795-56-00-5606	75.06
				14	REINDERS-MISC PART	S	79-790-56-00-5640	17.75
				15	SMITHEREEN-NOV 202	0 PEST	79-790-54-00-5495	88.00
				16	CONTROL		** COMMENT **	
				17	O'MALLEY-LIGHT POL	E WELDING	79-790-54-00-5495	105.00
				18	FIRST PLACE-LIFT R	ENTAL	79-790-54-00-5485	148.20
				19	NARVICK-3000 AE FC		25-225-60-00-6020	1,764.00
				20	LAUNCH	CIN	** COMMENT **	
				21			79-795-56-00-5606	29.00
				22	JOT FORM-DEC 2020 PLUG & PAY-NOV 202 AMAZON-SANTA COSTU	0 BILLING	79-795-54-00-5462	30.00
				23	AMAZON-SANTA COSTU	ME I	79-795-56-00-5606	18.05
				24	AMAZON-SANTA COSTU	ME TAX CR	79-795-56-00-5606	-1.06
				25	RUNCO-CARDSTOCK		79-795-56-00-5606	41.98
					OTC BRANDS-GRINCHM		79-795-56-00-5606	563.90
				27	RUNCO-CARDSTOCK	1000	79-795-56-00-5606	62.97
				28	PRO WASTE-HAND WAS	HING STATION	79-795-56-00-5620	700.00
					MONTHLY RENTAL FEE		** COMMENT **	
					TARGET-CANNED AIR		79-795-56-00-5610	
					TARGET-ZIP LOCK BA		79-795-56-00-5606	10.54
					RUNCO-CARDSTOCK		79-795-56-00-5606	45.87
					FIRST PLACE-FUEL T		79-790-56-00-5640	28.56
					FILTER, SPARK PLUG	GER COURTY	** COMMENT **	
					RUNCO-RETURNED CAR	A 9 /	79-795-56-00-5606	-62.97
					OTC BRAND-CREDIT F		79-795-56-00-5606	-32.47
					HOME DEPO-BACKPACK		79-795-56-00-5606	
					ARAMARK#6100000351		79-790-56-00-5620	18.21
					ARAMARK#6100000445		79-790-56-00-5620	18.21
					ARAMARK#6100000416		79-790-56-00-5620	18.21 18.21
					ARAMARK#6100000385 WALMART-STAFF OFFI		79-790-56-00-5620 79-795-56-00-5610	539.70
					NARVICK-3000 AE	CE CHAINS	72-720-60-00-6013	1,226.25
					FIRST PLACE-TRENCH	FD	79-790-54-00-5485	189.24
					ARNESON#169691-NOV		79-790-56-00-5695	83.51
					ARNESON#169692-NOV		79-790-56-00-5695	45.34
					ARNESON#169626-NOV		79-790-56-00-5695	
					ARNESON#176518-DEC		79-790-56-00-5695	417.56
					ARNESON#171643-OCT		79-790-56-00-5695	277.11
					FEDEX-CURRICULUM K		79-795-54-00-5452	19.74
					AMAZON-HDMI CABLE		79-795-56-00-5606	12.49
					IRPA-MEMBERSHIP RE	NEWAL-REMUS	79-795-54-00-5460	244.00
							INVOICE TOTAL:	10,644.16 *
	012521-S.S	LEEZER	12/31/20	01	RIVERVIEW-BRAKE RE	PAIR	79-790-54-00-5495	1,884.58

TIME: 12:42:37
ID: AP225000.WOW

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION DATE		ACCOUNT #	ITEM AMT	
900098	FNBO FIRST	NATIONAL BANK O	мана	01/25/21				
	012521-S.SLEEZER	12/31/20	02 03 04 05	GROUND EFFECTS-STRAW BLANKET GROUND EFFECTS-PLAYMAT GROUND EFFECTS-3 OZ FAB GROUND EFFECTS-PLAYMAT		72-720-60-00-6013 72-720-60-00-6013 72-720-60-00-6013 72-720-60-00-6013 INVOICE TOTAL:	30.16 1,464.00 95.30 1,416.00 4,890.04 *	
	012521-T.HOULE	12/31/20	02	ROCK AUTO-BUMMPER MOUNTING BRACKET AMAZON-BUMPER		79-790-56-00-5640 ** COMMENT ** 79-790-56-00-5640 INVOICE TOTAL:	26.87 259.50 286.37 *	
	012521-T.NELSON	12/31/20	01 02	BSN SPORTS-FALL BASKETBALL VESTS & SHIRTS	\	79-795-56-00-5606 ** COMMENT ** INVOICE TOTAL:	1,911.00 1,911.00 *	
	012521-UCOY	12/31/20	01 02 03 04	ADVANCED DISPOSAL-NOV 2020 REFUSE SERVICE ADVANCED DISPOSAL-NOV 2020 SENIOR REFUSE SERVICE	836	01-540-54-00-5442 ** COMMENT ** 01-540-54-00-5441 ** COMMENT ** INVOICE TOTAL:	110,072.33 3,837.12 113,909.45 *	
				County Seat	2	CHECK TOTAL: TOTAL AMOUNT PAID:		181,735.93 181,735.93

TIME: 09:32:44
ID: AP225000.WOW

CHECK #	VENDOR # INVOICE #	INVOICE I DATE	TEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
131182	KCR	KENDALL COUNTY RECORDER	R'S		01/22/21			
	42489	v = , = = , = =	02	RELEASE 2 UTILITY LIEN ORDINANCE APPROVING TH PLAT OF MENARDS RESUBL	E FINAL	51-510-54-00-5448 90-146-00-00-0011 ** COMMENT ** INVOICE TOTAL:	124.00 67.00 191.00 *	
						CHECK TOTAL:		191.00
						TOTAL AMOUNT PAID:		191.00

## TIME: 14:19:38 ID: AP211001.WOW

DATE: 02/02/21

#### INVOICES DUE ON/BEFORE 02/09/2021

CHECK #		INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
534154	AACVB AURC	DRA AREA CONVENTI	ON					
	10/20-HOLIDAY	01/21/21	01	HOLIDAY INN HOTEL TAX-OCT 2020		E TOTAL:	3,069.47 3,069.47	*
	12/20-ALL	01/14/21	01	ALL SEASON HOTEL TAX-DEC 2020		E TOTAL:	17.41 17.41	*
	12/20-HAMPTON	01/21/21	01	HAMPTON HOTEL TAX-DEC 2020		E TOTAL:	1,410.08 1,410.08	*
	12/20-HOLIDAY	01/21/21	01	HOLIDAY INN HOTEL TAX-DEC 2020		E TOTAL:	2,395.87 2,395.87	
	12/20-SUNSET	01/21/21	01	SUNSET HOTEL TAX-DEC 2020		E TOTAL:	47.70 47.70	*
					CHECK TOTAL:		6,9	940.53
534155	ADVAAUTO ADVA	ANCED AUTOMATION	& CON	TROLS				
	20-3497	10/15/20	01	CANNONBALL LIFT STATION REPAIR		E TOTAL:		
					CHECK TOTAL:		9,6	525.00
534156	ALTORFER ALTO	ORFER INDUSTRIES,	INC					
	PO630012781	01/13/21		REMOVE AND INSTALL TRANSFER SWITCH	** COMMENT **		3,689.68	
					INVOIC	E TOTAL:	·	
					CHECK TOTAL:		3,6	589.68
534157	AMPERAGE AMPE	ERAGE ELECTRICAL	SUPPL	Y INC				
	1101334-IN	09/10/20	01	BATTERIES	51-510-56-00-5638 INVOIC	E TOTAL:	62.55 62.55	

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

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534157	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC				
	1103786-IN	09/16/20	01	BATTERIES		42 OICE TOTAL:		
	1104682-IN	09/17/20	01	SPLICE KITS	23-230-56-00-56 INV	42 OICE TOTAL:	121.05 121.05	*
	1105181-IN	09/18/20	01	SPLICE KITS	23-230-56-00-56 INV	42 OICE TOTAL:	40.35	*
	1106959-IN	09/23/20	01	LAMPS		42 OICE TOTAL:		*
	1107978-IN	09/24/20	01	BALLAST KITS	23-230-56-00-56 INV	42 OICE TOTAL:	96.60 96.60	*
	1109735-CM	09/30/20	01	RETURNED BATTERY CREDIT	51-510-56-00-56 INV	38 OICE TOTAL:	-17.00 -17.00	*
	1109906-IN	09/30/20	01	SPLICE KITS		42 OICE TOTAL:		*
	1110733-IN	10/02/20	01	SPLICE KITS	23-230-56-00-56 INV	42 OICE TOTAL:	161.40 161.40	*
	1111122-IN	10/05/20	01	DROP LENS	23-230-56-00-56 INV	42 OICE TOTAL:	197.08 197.08	*
	1112322-IN	10/08/20	01	FUSES, SPLICE KITS, LAMPS		42 OICE TOTAL:	346.50 346.50	*
	1113778-IN	10/14/20	01	PHOTO CONTROLS, BALLAST KITS	23-230-56-00-56 INV	42 OICE TOTAL:	227.94 227.94	*
	1114785-IN	10/16/20	01	DROP LENS	23-230-56-00-56		197.21	

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534157	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC				
	1116125-IN	10/21/20	01	PHOTO CONTROLS, LAMPS		CE TOTAL:	357.84 357.84	*
	1118884-IN	10/28/20	01	BALLAST KITS		CE TOTAL:	144.90	*
	1119264-IN	10/29/20	01	PHOTO CONTROLS, LAMPS	23-230-56-00-5642 INVOIC	CE TOTAL:	715.68 715.68	*
	1119450-IN	10/29/20	01	STRESSCRETE		CE TOTAL:	•	*
	1133472-IN	12/15/20	01	KETSTONE KT-LED	79-790-56-00-5640 INVOI	CE TOTAL:	125.84 125.84	*
	1138735-IN	01/11/21	01	FAN FORCED WALL HEATER		CE TOTAL:	537.72 537.72	*
	1138783-IN	01/11/21	01	LAMPS	23-230-56-00-5642 INVOIC	CE TOTAL:		*
	1139369-IN	01/13/21	01	LAMPS	23-216-56-00-5656 INVOIC	CE TOTAL:	211.20 211.20	*
	1139375-IN	01/13/21	01	BALLAST, LAMP		CE TOTAL:	200.92	*
					CHECK TOTAL:		9,2	26.59
534158	ATTINTER	AT&T						
	1348469502	01/10/21	01	1/10-2/9 ROUTER	01-110-54-00-5440 INVOIC	CE TOTAL:	471.16 471.16	
					CHECK TOTAL:		4	71.16

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534159	BFCONSTR	B&F CONSTRUCTION COD	E SER	VICES			
	13909	01/18/21	01	DEC 2020 INSPECTIONS		CE TOTAL:	
					CHECK TOTAL:		2,880.00
D001932	BROWND	DAVID BROWN					
	020121	02/01/21		JAN 2021 MOBILE EMAIL	51-510-54-00-5440 ** COMMENT **		45.00
			02	REIMBURSEMENT		CE TOTAL:	45.00 *
					DIRECT DEPOSIT TOT	CAL:	45.00
534160	CARCONST	CARROLL CONSTRUCTION	SUPP	LY			
	NA065654	09/21/20	01	REBAR, BOLSTER SLABS, TIE WIRE		CE TOTAL:	629.48 629.48 *
					CHECK TOTAL:		629.48
534161	CARGILL	CARGILL, INC					
	2905925812	01/11/21	01	SALT	15-155-56-00-5618 INVOIC	CE TOTAL:	6,816.45 6,816.45 *
	2905932387	01/13/21	01	SALT	15-155-56-00-5618 INVOIC	CE TOTAL:	,
					CHECK TOTAL:		15,917.17
534162	CENTRALL	CENTRAL LIMESTONE CO	MPANY	, INC			
	24360	01/11/21	01	GRAVEL	51-510-56-00-5620 INVOIC	CE TOTAL:	121.72 121.72 *
					CHECK TOTAL:		121.72

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D001933	CONARDR	RYAN CONARD						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	** COMMENT **	40 OICE TOTAL:	45.00 45.00	
					DIRECT DEPOSIT	TOTAL:		45.00
534163	COREMAIN	CORE & MAIN LP						
	N573191	01/11/21	01	METERS	51-510-56-00-56 INV	64 OICE TOTAL:	14,530.00 14,530.00	*
	N573195	01/11/21	01	WIRE	51-510-56-00-56 INV	64 OICE TOTAL:		*
					CHECK TOTAL:		14,7	746.58
534164	DEKANE	DEKANE EQUIPMENT COR	Ρ.					
	IA75332	01/12/21	01	ALTERNATOR	01-410-56-00-56 INV	28 OICE TOTAL:	320.93 320.93	
					CHECK TOTAL:		3	320.93
534165	DELAGE	DLL FINANCIAL SERVIC	ES IN	C				
	71022324	01/15/21	02 03 04 05 06 07	FEB 2021 COPIER LEASE FEB 2021 COPIER LEASE FEB 2021 COPIER LEASE FEB 2021 COPIER LEASE	01-120-54-00-54 $01-220-54-00-54$ $79-795-54-00-54$ $79-790-54-00-54$ $52-520-54-00-54$ $51-510-54-00-54$ $01-410-54-00-54$ $01-210-54-00-54$	85 85 85 85 85 85 85	113.46 75.64 189.10 94.55 94.55 44.67 44.67 44.67 299.09	*

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534165	DELAGE	DLL FINAN	CIAL SERVIC	ES IN	IC				
	71022523		01/15/21		MANAGED PRINT SERVICES-MAR	01-110-54-00-5485 ** COMMENT **		112.33	
				0.4	MANAGED PRINT SERVICES-MAR	** COMMENT **		37.44	
					MANAGED PRINT SERVICES-MAR	01-210-54-00-5485 ** COMMENT **		112.33	
					MANAGED PRINT SERVICES-MAR			50.18	
					MANAGED PRINT SERVICES-MAR 2021			12.36	
				11	MANAGED PRINT SERVICES-MAR 2021			12.36	
							CE TOTAL:	337.00	*
						CHECK TOTAL:		1,3	337.40
D001934	DHUSEE	DHUSE, ER	IC						
	020121		02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		15.00	
					JAN 2021 MOBILE EMAIL REIMBURSEMENT	51-510-54-00-5440 ** COMMENT **		15.00	
					JAN 2021 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-5440 ** COMMENT **		15.00	
						INVOI	CE TOTAL:	45.00	*
						DIRECT DEPOSIT TO	ral:		45.00
534166	DIRENRGY	DIRECT EN	ERGY BUSINE	SS					
	1704706-21	0080044409	01/08/21	01	12/1-1/3 RT34 & BEECHER		CE TOTAL:	86.63 86.63	
	1704707-21	0220044552	01/22/21	01	12/16-1/19 RT47 & KENNEDY		CE TOTAL:	1,049.56 1,049.56	

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534166	DIRENRGY DI	RECT ENERGY	BUSINES	S					
	1704717-212000	445274 01.	/20/21	01	12/11-1/13 RT47 & ROSENWINKLE		CE TOTAL:		*
	1704718-210120	044448 01,	/12/21	01	12/4-1/7 RT34 & CANNONBALL TR	23-230-54-00-5482 INVOI	CE TOTAL:	17.27 17.27	*
	1704722-210070	044394 01	/27/21	01	11/25-1/3 2921 BRISTOL RDGE		CE TOTAL:	4,027.51 4,027.51	*
	1704723-210070	044394 01.	/07/21	01	11/25-1/3 2224 TREMONT ST		CE TOTAL:	5,398.52 5,398.52	
						CHECK TOTAL:		10,6	524.67
D001935	DLK DL	K, LLC							
	225	01	/28/21		JAN 2021 ECONOMIC DEVELOPMENT HOURS	01-640-54-00-5486 ** COMMENT **		9,425.00	
						INVOI	CE TOTAL:	9,425.00	*
						DIRECT DEPOSIT TO	TAL:	9,4	125.00
534167	DUTEK TH	OMAS & JULII	E FLETCH	ER					
	0107402	01,	/08/21	01	FITTING	01-410-56-00-5628 INVOI	CE TOTAL:	7.50 7.50	*
	0107410	01,	/11/21	01	HOSE ASSEMBLY		CE TOTAL:	150.00 150.00	*
	0107415	01,	/11/21	01	HOSE ASSEMBLY, FITTINGS		CE TOTAL:		*
	0107416	01,	/11/21	01	FITTINGS, HOSE ASSEMBLY	01-410-56-00-5628 INVOI	CE TOTAL:	117.50 117.50	*

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534167	DUTEK	THOMAS & JULIE FLETC	HER					
	0107430	01/13/21	01	FITTINGS, HOSE ASSEMBLY	01-410-56-00-5628 INVOIC	CE TOTAL:	334.50 334.50	*
	0107442	01/13/21	01	HOSE ASSEMBLY, FITTINGS		CE TOTAL:	1,158.00 1,158.00	*
	1012942	12/30/20	01	HOSE ASSEMBLY		CE TOTAL:	469.00 469.00	*
	1012992	01/06/21	01	FITTINGS	01-410-56-00-5628 INVOIC	CE TOTAL:		*
					CHECK TOTAL:		2,7	25.00
534168	ECO	ECO CLEAN MAINTENANC	E INC					
	9326	01/27/21	01 02 03 04 05 06	JAN 2021 OFFICE CLEANING JAN 2021 OFFICE CLEANING	79-795-54-00-5488 79-790-54-00-5488 01-410-54-00-5488 51-510-54-00-5488 52-520-54-00-5488		65.00 65.00	*
	9327	01/27/21	01 02 03 04 05 06	JAN 2021 ADDITIONAL CLEANING	01-110-54-00-5488 01-210-54-00-5488 79-795-54-00-5488 79-790-54-00-5488 01-410-54-00-5488 51-510-54-00-5488 52-520-54-00-5488 INVOICE	COVID-19 COVID-19 COVID-19 COVID-19 COVID-19		*
	9328	01/27/21	01	JAN 2021 CLEANING @ 651	23-216-54-00-5446		404.30	

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534168	ECO	ECO CLEAN MAINTENANC	CE INC					
	9328	01/27/21	02	PRAIRIE POINTE		E TOTAL:	404.30	*
					CHECK TOTAL:		3,7	70.80
534169	EEI	ENGINEERING ENTERPRI	ISES,	INC.				
	70093	10/28/20		YORKVILLE/PLAINFIELD BOUNDARY AGREEMENT	** COMMENT **		98.50	
					INVOIC	E TOTAL:	98.50	*
	70735	01/27/21	01	UTILITY PERMIT REVIEWS		E TOTAL:		*
	70736	01/27/21	01	GRANDE RESERVE-AVANTI		E TOTAL:	3,003.00 3,003.00	*
	70737	01/27/21	01	PRESTWICK	01-640-54-00-5465 INVOIC	E TOTAL:	2,263.00 2,263.00	*
	70738	01/27/21	01	METRONET	90-132-00-00-0111 INVOIC			*
	70739	01/27/21	01	BLACKBERRY WOODS-PHASE B		E TOTAL:	506.25 506.25	*
	70740	01/27/21		SUB-REGIONAL WATER COORDINATION	** COMMENT **			
					INVOIC	E TOTAL:	312.00	*
	70741	01/27/21	01	GRANDE RESERVE-UNIT 23		E TOTAL:	1,258.75 1,258.75	*
	70742	01/27/21	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465 INVOIC	E TOTAL:	986.00 986.00	*

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534169	EEI	ENGINEERING ENTERPRI	SES,	INC.				
	70743	01/27/21	01	RESTORE CHURCH	90-121-00-00-0111 INVOIC	E TOTAL:	153.00 153.00	*
	70744	01/27/21	02	WELL #8 & 9 TREATMENT PLAN CATION EXCHANGE MEDIA REPLACEMENT	51-510-60-00-6081 ** COMMENT ** ** COMMENT **		371.00	
					INVOIC	E TOTAL:	371.00	*
	70745	01/27/21		GRANDE RESERVE UNIT 23-ENG INSPECTIONS	01-640-54-00-5465 ** COMMENT **		300.00	
					INVOIC	E TOTAL:	300.00	*
	70746	01/27/21		BLACKBERRY WOODS PHASE B-ENG INSPECTIONS	01-640-54-00-5465 ** COMMENT **		100.00	
					INVOIC	E TOTAL:	100.00	*
	70747	01/27/21		GRANDE RESERVE UNIT 8-ENG INSPECTIONS	01-640-54-00-5465 ** COMMENT **		200.00	
					INVOIC	E TOTAL:	200.00	*
	70748	01/27/21		HEARTLAND MEADOWS-ENG INSPECTIONS	01-640-54-00-5465 ** COMMENT **		200.00	
					INVOIC	E TOTAL:	200.00	*
	70749	01/27/21		KENDALL MARKETPLACE-ENG INSPECTIONS	01-640-54-00-5465 ** COMMENT **		100.00	
					INVOIC	E TOTAL:	100.00	*
	70751	01/27/21	01	PRESTWICK-ENG INSPECTIONS		E TOTAL:	100.00	*
	70752	01/27/21		GRANDE RESERVE UNIT 3-ENG INSPECTIONS	01-640-54-00-5465 ** COMMENT **		500.00	
					INVOIC	CE TOTAL:	500.00	*

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534169	EEI	I ENGINEERING ENTERPRISES, INC.						
	70753	01/27/21	01	GRANDE RESERVE UNITS 26 & 27		CE TOTAL:	•	*
	70754	01/27/21		MENARDS INC-PLAT OF RESUBDIVISION	** COMMENT **		202.50	*
	70755	01/27/21	01	2020 ROAD PROGRAM		CE TOTAL:		*
	70756	01/27/21	01	CITY OF YORKVILLE-GENERAL		CE TOTAL:	1,431.75 1,431.75	*
	707562	01/27/21		RISK & RESILLENCE ASSESSMENT & EMERGENCY RESPONSE PLAN	** COMMENT **		1,664.75	*
	70757	01/27/21	01	MUNICIPAL ENGINEERING SERVICES		CE TOTAL:	1,900.00	*
	70758	01/27/21	01	KENDALL MARKETPLACE-LOT 52		CE TOTAL:	154.50 154.50	*
	70759	01/27/21		BEAVER ST PUMP STATION IMPROVEMENTS	** COMMENT **			*
					CHECK TOTAL:		20,3	860.25
534170	EEI	ENGINEERING ENTERPRISES, INC.						
	70760	01/27/21		APPLETREE CT WATERMAIN REPLACEMENT	51-510-60-00-6025 ** COMMENT **		5,233.00	
			UΔ	VEL DVCEMEN I		CE TOTAL:	5,233.00	*
					CHECK TOTAL:		5,2	233.00

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CHECK #	VENDOR # INVOICE #	INVOICE DATE		DESCRIPTION	ACCOUNT #		ITEM AMT	
534171	EEI	ENGINEERING ENTERPRIS	ES,	INC.				
	70761			2020 SIDEWALK REPLACEMENT PROGRAM	23-230-60-00-6041 ** COMMENT **		1,566.25	
					INVOI	CE TOTAL:	1,566.25	*
	70763	01/27/21		RAINTREE VILLAGE UNIT 5-ENG INSPECTIONS	01-640-54-00-5465 ** COMMENT **		600.00	
					INVOI	CE TOTAL:	600.00	*
	70764	01/27/21		RAINTREE VILLAGE UNIT 2-ENG INSPECTIONS	01-640-54-00-5465 ** COMMENT **		100.00	
					INVOI	CE TOTAL:	100.00	*
					CHECK TOTAL:		2,2	66.25
534172	EEI	ENGINEERING ENTERPRIS	ES,	INC.				
	70765	01/27/21	01	2021 ROAD PROGRAM	23-230-60-00-6025 INVOI	CE TOTAL:		
					CHECK TOTAL:		9,4	45.20
534173	EEI	ENGINEERING ENTERPRIS	ES,	INC.				
	70766	01/27/21	01	FY2022 BUDGET	01-640-54-00-5465 INVOI	CE TOTAL:	245.50 245.50	
					CHECK TOTAL:		2	45.50
534174	EEI	ENGINEERING ENTERPRIS	ES,	INC.				
	70767	01/27/21	01	PRAIRIE POINTE INVESTIGATION		CE TOTAL:	2,549.25 2,549.25	
					CHECK TOTAL:		2,5	49.25

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01-120 FINANCE
01-210 POLICE
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01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
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11-111 FOX HILL SSA
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15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
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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
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534175	EEI	ENGINEERIN	NG ENTERPRI	SES,	INC.				
	70768		01/27/21	01	GRANDE RESERVE UNITS 15 & 22		CE TOTAL:	449.75 449.75	*
	70769		01/27/21		RAINTREE VILLAGE UNIT 3-ENG INSPECTIONS	** COMMENT **		500.00	*
	70770		01/27/21	01	FOC HILL ROADWAY IMPROVEMENTS	23-230-54-00-5465		14,031.75	*
	70771		01/27/21		KENDALL MARKETPLACE-LOT 52 PHASE 2 & 3 RESUB.	** COMMENT **			*
	70772		01/27/21	01	KENNEDY RD SPEED STUDY		E TOTAL:	599.00 599.00	*
	770750		01/27/21	01	BRIARWOOD-ENG INSPECTIONS		E TOTAL:	100.00	*
						CHECK TOTAL:		15,9	921.50
D001936	EVANST	TIM EVANS							
	020121		02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		22.50	
				03				22.50	
						INVOIC	E TOTAL:	45.00	*
						DIRECT DEPOSIT TOT	'AL:		45.00
534176	FARMFLEE	BLAIN'S FA	ARM & FLEET						
	1904-G.KLE	EFISCH	02/15/20	01	JEANS, PANTS, SOCKS, GLOVES,	79-790-56-00-5600		419.16	

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534176	FARMFLEE BLAIN'S E	ARM & FLEET						
	1904-G.KLEEFISCH	02/15/20	02	HOODIES, TEES, BRIEFS, SHIRTS		CE TOTAL:	419.16 *	*
	3990-L.GARCIA	11/29/19	01	SOCKS, PANTS, JEANS		CE TOTAL:	121.46 121.46 *	*
	424-J, JACKSON			WORK BOOTS PANTS	01-410-56-00-5600 01-410-56-00-5600 INVOIC		122.49 44.99 167.48 *	*
	624-L.GARCIA	01/13/21	01	JACKET	52-520-56-00-5600 INVOIC	CE TOTAL:	98.99 98.99 *	*
	835-D.SMITH	10/12/19	01	PANTS	79-790-56-00-5600 INVOIC	CE TOTAL:	40.49	*
	8580-J.JACKSON	10/09/19		WORK BOOTS PANTS	52-520-56-00-5600 52-520-56-00-5600 INVOIC		143.99 71.98 215.97 *	*
	9268-N.HERNANDEZ	01/15/20	01	PANTS	79-790-56-00-5600 INVOIC	CE TOTAL:	40.49 40.49 *	*
	9830KLEEFISCH	01/04/21	02 03 04	WORK BOOTS SHIRTS, PANTS, GLOVES, FOOT WARMER INSOLES, JEANS, SOCKS, HANDWARMERS, BOXER BRIEFS, BIBS	79-790-56-00-5600		159.99 455.77	
			0.5	D100		CE TOTAL:	615.76 *	*
					CHECK TOTAL:		1,719	9.80
534177	FIRSTNON FIRST NON							
	122719N-012121	01/21/21	01	1ST QTR 2021 UNEMPLOYMENT INS	01-640-52-00-5230		4,667.73	

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534177	FIRSTNON	FIRST NONPROFIT UNE	EMPLOYE	MENT				
	122719N-01	2121 01/21/21	03 04	1ST QTR 2021 UNEMPLOYMENT INS 1ST QTR 2021 UNEMPLOYMENT INS 1ST QTR 2021 UNEMPLOYMENT INS 1ST QTR 2021 UNEMPLOYMENT INS	51-510-52-00-5230 52-520-52-00-5230 82-820-52-00-5230		·	* 93.50
534178	FOXVALSA	FOX VALLEY SANDBLAS	STING					
	45098	01/06/21		SANDBLAST LIGHT POSTS, ACCESS COVER & HEAD MOUNTS	** COMMENT **	CE TOTAL:		*
D001937	FREDRICR	ROB FREDRICKSON						
	020121	02/01/23		JAN 2021 MOBILE EMAIL REIMBURSEMENT	** COMMENT **	CE TOTAL:		* 45.00
534179	FRNKMRSH	FRANK MARSHALL						
	90858	01/11/21		WELL #7 PREVENATIVE MAINTENANCE	51-510-54-00-5445 ** COMMENT ** INVOI	CE TOTAL:	2,350.00	*
					CHECK TOTAL:		2,35	50.00
D001938	GALAUNEJ	JAKE GALAUNER						
	020121	02/01/21	01	JAN 2021 MOBILE EMAIL	79-795-54-00-5440		45.00	

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D001938	GALAUNEJ JAKE GA	ALAUNER						
	020121	02/01/21	02	REIMBURSEMENT	** COMMENT **	OICE TOTAL:	45.00	*
					DIRECT DEPOSIT	TOTAL:		45.00
D001939	GARCIAL LUIS GA	ARCIA						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	51-510-54-00-54 ** COMMENT **		45.00	
			02	NETIDONOETHINI		OICE TOTAL:	45.00	*
					DIRECT DEPOSIT	TOTAL:		45.00
534180	GLATFELT GLATFE	LTER UNDERWRIT	ING S	RVS.				
	188049121-2	11/18/20	03 04 05 06 07 08	LIABILITY INS INSTALL#2 LIABILITY INS INSTALL#2 LIABILITY INS INSTALL#2	51-510-52-00-52 $52-520-52-00-52$ $82-820-52-00-52$ $01-000-14-00-14$ $01-000-14-00-14$ $51-000-14-00-14$ $52-000-14-00-14$ $01-000-14-00-14$	31 31 31 00 00 00 00	•	
					CHECK TOTAL:		15,8	387.00
D001940	HARMANR RHIANNO	ON HARMON						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-54 ** COMMENT **		45.00	
					INV DIRECT DEPOSIT	OICE TOTAL:		* 45.00

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534181	HARRIS	HARRIS COMPUTE	R SYSTEMS						
	MSIXT00000	01/	07/21 01	2020	0 TAX FORMS	01-120-56-00-5610 INVOIC		432.91 432.91	*
	MSIXT00000	21 01/	0.2	MYG	OVHUB FEES-JAN 2021 OVHUB FEES-JAN 2021 OVHUB FEES-JAN 2021	51-510-54-00-5462 52-520-54-00-5462		215.11 324.63 93.68 633.42	*
	XT00007373	12/	0.2	MYG	OVHUB FEES-DEC 2020 OVHUB FEES-DEC 2020 OVHUB FEES-DEC 2020	51-510-54-00-5462 52-520-54-00-5462		36.60	*
						CHECK TOTAL:		1,3	313.79
D001941	HENNED	DURK HENNE							
	020121	02/	- ,		2021 MOBILE EMAIL MBURSEMENT	01-410-54-00-5440 ** COMMENT ** INVOIC		45.00 45.00	
						DIRECT DEPOSIT TOT	'AL:		45.00
D001942	HERNANDA	ADAM HERNANDEZ							
	020121	02/			2021 MOBILE EMAIL			45.00	
			02	REII	MBURSEMENT	** COMMENT ** INVOIC	E TOTAL:	45.00	*
						DIRECT DEPOSIT TOT	'AL:		45.00
534182	HERNANDN	NOAH HERNANDEZ							
	020121	02/	01/21 01	JAN	2021 MOBILE EMAIL	79-790-54-00-5440		45.00	

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534182	HERNANDN	NOAH HERNANDEZ					
	020121	02/01/21	02	REIMBURSEMENT	** COMMENT **	OICE TOTAL:	45.00 *
					CHECK TOTAL:		45.00
D001943	HORNERR	RYAN HORNER					
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-54 ** COMMENT **		45.00
					INV	OICE TOTAL:	45.00 *
					DIRECT DEPOSIT	TOTAL:	45.00
D001944	HOULEA	ANTHONY HOULE					
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-54 ** COMMENT **		45.00
					INV	OICE TOTAL:	45.00 *
					DIRECT DEPOSIT	TOTAL:	45.00
534183	ILPD4811	ILLINOIS STATE POLIC	Œ				
	043020	06/15/20	01	BACKGROUND CHECKS	79-795-54-00-54 INV	62 OICE TOTAL:	141.25 141.25 *
	113020	11/30/20	01	BACKGROUND CHECK		62 OICE TOTAL:	28.25 28.25 *
					CHECK TOTAL:		169.50
534184	ILTREASU	STATE OF ILLINOIS TE	REASUR	ER			
	101	02/01/21	01	IL RT 47 EXPANSION PYMT#101	15-155-60-00-60	79	6,148.89

01-110 ADMINISTRATION
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534184	ILTREASU	STATE OF ILLINOIS TR	EASUF	RER				
	101	02/01/21	03	IL RT 47 EXPANSION PYMT#101 IL RT 47 EXPANSION PYMT#101 IL RT 47 EXPANSION PYMT#101	52-520-60-00-607 88-880-60-00-607	9	1,873.48 624.01	
					CHECK TOTAL:		12,4	127.36
534185	ILTRUCK	ILLINOIS TRUCK MAINT	ENANC	CE, IN				
	029153	01/15/21	01	BRAKE REPAIR		O ICE TOTAL:		
					CHECK TOTAL:		3	386.88
534186	IPRF	ILLINOIS PUBLIC RISK	FUNI					
	65988	01/13/21	02 03 04	MAR 2021 WORKER COMP INS MAR 2021 WORKER COMP INS-PR MAR 2021 WORKER COMP INS MAR 2021 WORKER COMP INS MAR 2021 WORKER COMP INS	01-640-52-00-523 51-510-52-00-523 52-520-52-00-523 82-820-52-00-523 INVO	1 1 1 1 1 ICE TOTAL:	15,344.00	*
					CHECK TOTAL:		15,3	344.00
D001945	JACKSONJ	JAMIE JACKSON						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	** COMMENT **	) ICE TOTAL:		*
					DIRECT DEPOSIT TO	OTAL:		45.00
534187	JIMSTRCK	JIM'S TRUCK INSPECTI	ON LI	LC .				

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534187	JIMSTRCK	JIM'S TRUCK INSPECTI	ON LI	GC				
	183956	11/04/20	01	TRUCK INSPECTION		90 OICE TOTAL:	56.00 56.00	*
	184206	11/30/20	01	TRUCK INSPECTION		90 OICE TOTAL:	37.00 37.00	*
	184208	11/30/20	01	TRUCK INSPECTION		90 OICE TOTAL:	37.00 37.00	*
	184306	12/03/20	01	TRUCK INSPECTION		90 OICE TOTAL:	39.00 39.00	*
	184376	12/07/20	01	TRUCK INSPECTION		90 OICE TOTAL:	56.00 56.00	*
	184485	12/14/20	01	TRUCK INSPECTION	01-410-54-00-54 INV	90 OICE TOTAL:	56.00 56.00	
					CHECK TOTAL:		2	281.00
D001946	JOHNGEOR	GEORGE JOHNSON						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	51-510-54-00-54 ** COMMENT **		22.50	
			03	JAN 2021 MOBILE EMAIL REIMBURSEMENT		4 4 0	22.50	
					INZ	OICE TOTAL:	45.00	*
					DIRECT DEPOSIT	TOTAL:		45.00
534188	JULIE	JULIE, INC.						
	2021-1930	01/06/21		QUARTERLY INSTALLMENT FOR TRANSMISSIONS	51-510-54-00-54 ** COMMENT **		3,290.01	
					INV	OICE TOTAL:	3,290.01	*
					CHECK TOTAL:		3,2	290.01

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534189	JUSTSAFE	JUST SAFETY, LTD						
	35563	01/19/21	01	FIRST AID SUPPLIES		20 DICE TOTAL:		
					CHECK TOTAL:		4	13.65
D001947	KLEEFISG	GLENN KLEEFISCH						
	020121			JAN 2021 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-54 ** COMMENT **	40	45.00	
					INV	DICE TOTAL:	45.00	*
					DIRECT DEPOSIT	TOTAL:	4	15.00
534190	LAWSON	LAWSON PRODUCTS						
	7236470	01/06/21		CABLE TIES, FLAP DISCS, ELBOWS ADAPTERS, CUT-OFF WHEEL			1,082.20	
			02	manifestal and the second seco		DICE TOTAL:	1,082.20	*
					CHECK TOTAL:		1,08	32.20
534191	LAYNE	LAYNE CHRISTENSEN CO	MPANY					
	1951598	01/21/21	01	WELL #9 SERVICE CALL		45 DICE TOTAL:	776.00 776.00	*
					CHECK TOTAL:		77	76.00
534192	MENLAND	MENARDS - YORKVILLE						
	4629	01/04/21	01	SHOVELS		30 DICE TOTAL:		
	4652	01/04/21	01	NUTS, TAPE, BOLTS	01-410-56-00-56	28 DICE TOTAL:	15.61 15.61	*

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534192	MENLAND	MENARDS -	- YORKVILLE						
	4729		01/05/21	01	SHACKLE	52-520-56-00-5620 INVOI	CE TOTAL:	18.68 18.68	*
	4852		01/07/21	01	BAGS	01-410-56-00-5620 INVOI	CE TOTAL:	19.88 19.88	*
	4933		01/08/21	01	TOILET REPAIR KIT			22.06	*
	4936		01/08/21	01	DOOR STOP	23-216-56-00-5656 TNVOT	CE TOTAL:	5.96 5.96	*
	4944				HOSE BARB, TUBING	01-410-56-00-5628		15.93	
	5180		01/11/21	01	SOCKET			6.79	
	5198		01/11/21	01	BLADES, HEAT SHRINK, CRIMPER				
	5267					51-510-56-00-5620		3.80	
	5283-21		01/12/21	01	TAPCON BITS	51-510-56-00-5620		12.07	
	5290		01/12/21	01	PVC CEMENT, PRIMER, GLUE, PVC	51-510-56-00-5638	CE TOTAL:	28.04	
	5412					INVOI 01-410-56-00-5620 01-410-56-00-5630	CE TOTAL:	28.04	*
	,		,,	02	SHOVELS		CE TOTAL:	39.96	*
	5432-21		01/14/21	01	BULBS	23-216-56-00-5656 INVOI	CE TOTAL:	108.72 108.72	*

01-110 ADMINISTRATION
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01-410 STREET OPERATIONS
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11-111 FOX HILL SSA
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25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

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CHECK #		INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
534192	MENLAND	MENARDS - YORKVILLI	Ξ					
	5434	01/14/23	01	OSI QUAD CLEAR	51-510-56-00-5638 INVOI	CE TOTAL:	5.09 5.09	
	5437	01/14/2	1 01	ANCHOR	51-510-56-00-5620 INVOI		0.59	
	5498	01/15/2	1 01	SCREWS, TAPCON BITS		CE TOTAL:	86.60 86.60	*
	5520	01/15/23	1 01	HOSE BARB	01-410-56-00-5628 INVOI	CE TOTAL:	3.05	*
					CHECK TOTAL:		5	05.92
534193	MESIMPSO	M.E. SIMPSON CO, II	NC .					
	36179	12/31/20		LEAK LOCATION SERVICES AT 110 NADEN CT	** COMMENT **	CE TOTAL:		*
	36182	12/31/20		LEAK LOCATION SERVICES AT 103 BEAVER DR	51-510-54-00-5462 ** COMMENT **		475.00	
					INVOI	CE TOTAL:	475.00	*
	36183	12/31/20	01	LEAK LOCATION SERVICES AT SUNSET & PLEASURE	51-510-54-00-5462 ** COMMENT **		550.00	
			02	SONOBI & IEBNOOKE		CE TOTAL:	550.00	*
					CHECK TOTAL:		1,4	20.00
534194	METIND	METROPOLITAN INDUS	TRIES,	INC.				
	INV024455	01/15/23		LIFT STATION METRO MONTHLY			270.00	
			02	CLOUD DATA SERVICE		CE TOTAL:	270.00	*
					CHECK TOTAL:		2	70.00

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534195	MIDAM	MID AMERICAN WATER					
	184183A	01/11/21		PVC PIPE, COUPLING, BOX, MANHOLE HOOK	** COMMENT **	O ICE TOTAL:	435.50
					CHECK TOTAL:		435.50
534196	MIDWSALT	MIDWEST SALT					
	P454073	12/01/20	01	BULK ROCK SALT	51-510-56-00-563 INVO	8 ICE TOTAL:	2,660.84 2,660.84 *
	P455184	01/22/21	01	BULK ROCK SALT	51-510-56-00-563 INVO	8 ICE TOTAL:	2,861.95 2,861.95 *
					CHECK TOTAL:		5,522.79
534197	MUNCOLLE	MUNICIPAL COLLECTION	SERV	ICES			
	018371	12/31/20	01	COMMISSION ON COLLECTIONS		7 ICE TOTAL:	35.00 35.00 *
					CHECK TOTAL:		35.00
534198	NARVICK	NARVICK BROS. LUMBER	co,	INC			
	69819	12/22/20	01	3000 AE	79-790-56-00-564 INVO	0 ICE TOTAL:	798.00 798.00 *
					CHECK TOTAL:		798.00
D001948	NELCONT	TYLER NELSON					
	020121	02/01/21			79-795-54-00-544		45.00
			02	REIMBURSEMENT	** COMMENT ** INVO	ICE TOTAL:	45.00 *
					DIRECT DEPOSIT T	OTAL:	45.00

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534199	NEMRT	NORTH EAST	MULTI-REG	IONAL					
	278855		01/08/21		BREATH ANALYSIS FOR ALCOHOL TRAINING-OPP	** COMMENT **			
						INVOIC	E TOTAL:	125.00	*
						CHECK TOTAL:		1	25.00
534200	NICOR	NICOR GAS							
	16-00-27-3	553 4-1220	01/13/21	01	12/11-1/13 1301 CAROLYN		E TOTAL:	39.78 39.78	
	31-61-67-2	493 1-1220	01/12/21	01	12/10-1/12 276 WINDHAM		E TOTAL:	39.78 39.78	*
	37-35-53-1	941 1-1220	01/08/21	01	12/8-1/8 185 WOLF		E TOTAL:	337.99 337.99	*
	45-12-25-4	081 3-1220	01/13/21	01	12/10-1/12 201 W HYDRAULIC		E TOTAL:	241.71 241.71	*
	46-69-47-6	727 1-1220	01/08/21	01	12/8-1/8 1975 BRIDGE		E TOTAL:	122.38 122.38	*
	66-70-44-6	942 9-1220	01/08/21	01	12/8-1/8 1908 RAINTREE		E TOTAL:	131.13 131.13	*
	80-56-05-1	157 0-1220	01/08/21	01	12/8-1/8 2512 ROSEMONT		E TOTAL:	66.05 66.05	*
						CHECK TOTAL:		9	78.82
534201	NORTHERN	NORTHERN S	SAFETY CO.,	INC.					
	904254506		12/18/20	01	EAR PLUGS, GLOVES, SWEATSHIRTS		E TOTAL:		*

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534201	NORTHERN	NORTHERN	SAFETY CO.,	INC.					
	904254507		12/18/20	01	GLOVES	79-790-56-00-56	520 70ICE TOTAL:	291.24 291.24	
						CHECK TOTAL:		1,1	58.34
534202	OMALLEY	O'MALLEY	WELDING & F.	ABRIC	ATING				
	19645		12/21/20	01	MISC. SHEARING PLATE	79-790-54-00-54 INV	95 OICE TOTAL:	110.00	*
						CHECK TOTAL:		1	10.00
D001949	ORRK	KATHLEEN	FIELD ORR &	ASSO	С.				
	16420		01/05/21	02 03	DOWNTOWN TIF MATTERS	01-640-54-00-54 88-880-54-00-54 01-640-54-00-54 01-640-54-00-54	166 156	7,290.00 50.00 800.00 500.00 8,640.00	*
						DIRECT DEPOSIT	TOTAL:	8,6	40.00
D001950	PIAZZA	AMY SIMMO	NS						
	020121		02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	01-120-54-00-54 ** COMMENT ** INV		45.00	*
						DIRECT DEPOSIT	TOTAL:		45.00
534203	PITSTOP	PIT STOP							
	PS354979		01/14/21		131 E HYDRAULIC PORT-O-LET SERVICE 12/18-1/14	79-795-56-00-56 ** COMMENT **		102.00	
				02	ODI(VIOD 12/10 1/11		OICE TOTAL:	102.00	*
						CHECK TOTAL:		1	02.00

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534204	PRINTSRC	LAMBERT PRINT SOURC	E, LLC					
	2008	01/13/21	01	VEHICLE DOOR DECALS		CE TOTAL:	57.00 57.00	
					CHECK TOTAL:			57.00
534205	PURCELLJ	JOHN PURCELL						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	01-110-54-00-5440 ** COMMENT **		45.00	
					INVOI	CE TOTAL:	45.00	*
					CHECK TOTAL:			45.00
534206	R0002352	SUMMIT SOLAR SOLUTI	ONS					
	410 POPLAR R	01/27/21		REFUND PERMIT DUE TO PROJECT CANCELLATION	01-000-42-00-4210 ** COMMENT **		50.00	
					INVOI	CE TOTAL:	50.00	*
					CHECK TOTAL:			50.00
534207	R0002430	HZ PROPERTIES RE LT	D					
	2005 MARKETV	YIEW-POPE 01/25/21	01	SECURITY GUARANTEE REFUND		CE TOTAL:	5,000.00 5,000.00	
					CHECK TOTAL:		5,0	00.00
534208	R0002431	EDUARDO GRECO						
	012021	01/20/21		REFUND OVERPAYMENT ON BILLING FOR ACCT#0104602220-03			67.66	
			02	101. 11011 101012220 00		CE TOTAL:	67.66	*
					CHECK TOTAL:			67.66

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DATE: 02/02/21 UNITED CITY OF YORKVILLE

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CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
534209	R0002432	MICHAEL ZIERMAN						
	012021	01/20/21		REFUND OVERPAYMENT ON FINAL BILLING FOR ACCT#0300604720-01	** COMMENT **		226.57	
					INVOI	CE TOTAL:	226.57	*
					CHECK TOTAL:		226	6.57
534210	R0002433	LEANDER MOORE						
	012221	01/22/21		REFUND OVERPAYEMNT ON FINAL BILLING FOR ACCT#0300604510-04			11.61	
			0.2			CE TOTAL:	11.61	*
					CHECK TOTAL:		11	1.61
534211	R0002434	DANIEL SCHOU						
	183189	01/28/21	01	BASEBALL TOURNAMENT REFUND		COVID-19 CE TOTAL:	200.00	*
					CHECK TOTAL:		200	0.00
534212	R0002435	MENARDS INC.						
	ESCRW RFND	01/28/21		REFUND REMAINING LGL DEPOSIT REFUND REMAINING ENG DEPOSIT	90-146-00-00-0111		2,403.62 784.00 3,187.62	*
					CHECK TOTAL:		3,187	7.62
D001951	RATOSP	PETE RATOS						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	01-220-54-00-5440 ** COMMENT **		45.00	
					INVOI	CE TOTAL:	45.00	*
					DIRECT DEPOSIT TO	TAL:	4.5	5.00

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

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#### INVOICES DUE ON/BEFORE 02/09/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D001952	REDMONST	STEVE REDMON						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	** COMMENT **		45.00 45.00 *	k
					DIRECT DEPOSIT TO	TAL:	4 5	5.00
534213	RIVRVIEW	RIVERVIEW FORD						
	FOCS445617	12/10/20		STEERING REPAIR, FUEL PUMP REPLACED, SPARK PLUGS REPLACED			2,454.47	
					INVOI	CE TOTAL:	2,454.47 *	k
					CHECK TOTAL:		2,454	1.47
D001953	ROSBOROS	SHAY REMUS						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00	
					INVOI	CE TOTAL:	45.00 *	k
					DIRECT DEPOSIT TO	TAL:	4.5	5.00
534214	SAFESUPP	EMERGENT SAFETY SUP	PLY					
	1902720413	01/20/21	01	GLOVES	52-520-56-00-5620 INVOI	CCE TOTAL:	187.71 187.71 *	k
					CHECK TOTAL:		187	7.71
D001954	SCODROP	PETER SCODRO						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	51-510-54-00-5440 ** COMMENT **		45.00	
			0.2			CE TOTAL:	45.00 *	k
					DIRECT DEPOSIT TO	TAL:	4.5	5.00

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D001955	SCOTTTR	TREVOR SCOTT						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	** COMMENT **		45.00	*
					DIRECT DEPOSIT TO	TAL:		45.00
534215	SEBIS	SEBIS DIRECT						
	31343	01/05/21	02	DEC 2020 UTILITY BILLING DEC 2020 UTILITY BILLING DEC 2020 UTILITY BILLING DEC 2020 UTILITY BILLING	51-510-54-00-5430 52-520-54-00-5430 79-795-54-00-5426		•	* 336.26
D001956	SENGM	MATT SENG						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	** COMMENT ** INVOI	CE TOTAL:	45.00	
					DIRECT DEPOSIT TO	TAL:		45.00
534216	SIKICH 482598		02 03	PROFESSIONAL SERVICES RENDERED THROUGH 12/31/20 IN CONNECTION WITH MAY-AUG 2020 BANK RECONCILIATIONS	** COMMENT **  ** COMMENT **  ** COMMENT **  INVOI	CE TOTAL:	•	
D0010E7		TOWN OFFERED			CHECK TOTAL:		8,4	29.20
D001927	SLEEZERJ	JOHN SLEEZER						

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D001957	SLEEZERJ	JOHN SLEEZER						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-544 ** COMMENT **		45.00	
					DIRECT DEPOSIT T			45.00
D001958	SLEEZERS	SCOTT SLEEZER						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-544 ** COMMENT **		45.00	
			02	TETTE OTO ETTET		ICE TOTAL:	45.00	*
					DIRECT DEPOSIT T	OTAL:		45.00
D001959	SMITHD	DOUG SMITH						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-544 ** COMMENT **		45.00	
						ICE TOTAL:		
					DIRECT DEPOSIT T	OTAL:		45.00
D001960	SOELKET	TOM SOELKE						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-544 ** COMMENT **		45.00	
						ICE TOTAL:	45.00	*
					DIRECT DEPOSIT T	OTAL:		45.00
D001961	STEFFANG	GEORGE A STEFFENS						
	020121	02/01/21		JAN 2021 MOBILE EMAIL	52-520-54-00-544		45.00	
			02	REIMBURSEMENT	** COMMENT ** INVO		45.00	*
					DIRECT DEPOSIT T	OTAL:		45.00

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534217	VITOSH	CHRISTINE M. VITOSH						
	2006	01/21/21	01	AMENDMENT TO SIGN ORDINANCE		52 DICE TOTAL:		*
					CHECK TOTAL:		22	24.00
D001962	WEBERR	ROBERT WEBER						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-544 ** COMMENT **		45.00	
					INVO	DICE TOTAL:	45.00	*
					DIRECT DEPOSIT T	COTAL:	4	5.00
534218	WEX	WEX BANK						
	69893344	01/31/21		JAN 2021 GASOLINE JAN 2021 GASOLINE	01-220-56-00-569		4,417.21 274.53 4,691.74	*
					CHECK TOTAL:		4,69	1.74
D001963	WILLRETE	ERIN WILLRETT						
	020121	02/01/21		JAN 2021 MOBILE EMAIL REIMBURSEMENT	01-110-54-00-544 ** COMMENT **		45.00	
					INVO	DICE TOTAL:	45.00	*
					DIRECT DEPOSIT T	COTAL:	4	5.00
534219	YORKACE	YORKVILLE ACE & RAD	IO SHA	CK				
	172650	01/13/21	01	PIN	01-410-56-00-562 INVO	28 DICE TOTAL:	1.50 1.50	*
	172725	01/25/21	01	MAGNETIC PICK UP TOOL, NUTS,	01-410-56-00-563	30	10.80	

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534219	YORKACE	YORKVILLE ACE & RADI	O SHA	CK			
	172725	01/25/21	02	BOLTS	** COMMENT ** INVO	ICE TOTAL:	10.80 *
					CHECK TOTAL:		12.30
534220	YOUNGM	MARLYS J. YOUNG					
	010521	01/17/21	01	1/5/21 EDC MEETING MINUTES	01-110-54-00-546 INVO	2 ICE TOTAL:	58.00 58.00 *
					CHECK TOTAL:		58.00

TOTAL CHECKS PAID: 239,737.86

TOTAL DIRECT DEPOSITS PAID: 19,415.00

TOTAL AMOUNT PAID: 259,152.86

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



# UNITED CITY OF YORKVILLE PAYROLL SUMMARY February 5, 2021

	F	REGULAR	O'	VERTIME	TOTAL	IMRF FICA		FICA	TOTALS	
ADMINISTRATION	\$	23,507.93	\$	-	23,507.93	\$	2,620.08	\$	1,750.87	\$ 27,878.88
FINANCE		7,870.77		-	7,870.77		891.11		600.02	\$ 9,361.90
POLICE		122,230.61		951.23	123,181.84		719.52		9,161.77	\$ 133,063.13
COMMUNITY DEV.		20,707.14		-	20,707.14		2,333.91		1,546.64	\$ 24,587.69
STREETS		16,535.40		3,141.08	19,676.48		2,186.12		1,453.97	\$ 23,316.57
WATER		16,790.72		-	16,790.72		1,882.09		1,240.09	\$ 19,912.90
SEWER		9,221.27		-	9,221.27		1,024.45		672.37	\$ 10,918.09
PARKS		22,323.69		1,570.53	23,894.22		2,665.75		1,774.25	\$ 28,334.22
RECREATION		15,440.16		-	15,440.16		1,572.86		1,158.59	\$ 18,171.61
LIBRARY		14,436.04		-	14,436.04		880.32		1,066.77	\$ 16,383.13
TOTALS	\$	269,063.73	\$	5,662.84	\$ 274,726.57	\$	16,776.21	\$	20,425.34	\$ 311,928.12

**TOTAL PAYROLL** 

\$ 311,928.12



# UNITED CITY OF YORKVILLE

## **BILL LIST SUMMARY**

Tuesday, February 9, 2021

ACCOUNTS PAYABLE		<b>DATE</b>	
City MasterCard Bill Register (Pages 1 - 10)		01/25/2021	\$ 181,735.93
Clerk's Check #131182- Kendall County Recorder (Page 11)		01/22/2021	191.00
City Check Register (Pages 12 - 44)		02/09/2021	259,152.86
	SUB-TOTAL:		\$441,079.79
PAYROLL			
Bi - Weekly (Page 45)		02/05/2021	\$ 311,928.12
	SUB-TOTAL:		\$ 311,928.12
TOTAL DISBU	RSEMENTS:		\$ 753,007.91



Reviewed By:		
Legal Finance Engineer City Administrator Purchasing Manger Community Development Police Public Works		

Agenda Item Number
Consent Agenda #3
Tracking Number
EDC 2021-13

## Agenda Item Summary Memo

Title: Kendall County Intergovernmental Agreement Renewal – Inspection Services				
Meeting and Date: City Council – February 9, 2021				
Synopsis: Annual renewal of the Intergovernmental Agreement between the United City of				
Yorkville and Kendall County related to building & plumbing inspection services.				
Council Action Prev	iously Taken:			
Date of Action: 2/14/2019 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.				



# 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 15, 2021

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; Resolution 2018-05 in March 2018; and Resolution 2019-11 in March 2019. Each extending the reciprocal service for an additional year. Last year's agreement renewal was approved via Res. 2020-08.

Although the City now outsources a portion 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 seven (7) years. The following chart illustrates the number of reciprocal inspections conducted by each governmental entity for calendar years 2016, 2016, 2018, 2019 and 2020:

	2016	2017	2018	2019	2020
Kendall County inspections conducted by City	148	23	40	5	3
City inspections conducted by Kendall County	58	11	0	0	0

Since the existing agreement is set to expire on February 18, 2021, 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.

## **Attachments**

- 1. Draft Resolution
- 2. Draft Yorkville-Kendall County Intergovernmental Agreement
- 3. Resolution 2020-08

## Resolution No. 2021-

# 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 - 2021*, 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	, A.D. 2021.	
	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	ne United City of Yorkville, Kendall County,	
Illinois this day of	, A.D. 2021.	

**MAYOR** 

#### Exhibit A

# INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2021

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.

- 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 Page 10 of 11

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 Coun Illinois, a municipal corporation	
Ву:	Chair, Kendall County Board	By:	Mayor	
Date:		Date:		
Attest:			Attest:	
	County Clerk City	_	Clerk	

#### Resolution No. 2020-08

### 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 11<sup>th</sup> day of February, 2020.

CITY CLERK

KEN KOCH **AYE** DAN TRANSIER **AYE** JACKIE MILSCHEWSKI **AYE** ARDEN JOE PLOCHER **AYE** CHRIS FUNKHOUSER AYE JOEL FRIEDERS **AYE SEAVER TARULIS** AYE **JASON PETERSON** AYE

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

14th day of FEBRUARY , 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 Page 10 of 11

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: 2/18/2020	:
Anest: Mellittl	Attest:
County Clerk Cary	Clerk
OFFICIAL SEAL SOLUTION OF SEAL SOLUTION	

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:	2/14/2020
Attest:			Attest:
	County Clerk		City Clerk



Legal	
Finance Engineer City Administrator Community Development Purchasing Police	
Public Works Parks and Recreation	$\Box$

Agenda Item Number	
Consent Agenda #4	_
Tracking Number	_
EDC 2021-15	_

### **Agenda Item Summary Memo**

Title: Down	town Parking – V	V. Van Emmon Street		
Meeting and	Date: City Co	uncil – February 9, 20	021	
Synopsis: Pr	oposed repeal of	time-limited restricted	d on-street public parking spaces.	
Council Action	on Previously Ta	ıken:		
Date of Action	n: <u>2/26/2019</u>	Action Taken:	Approval	
Item Number:				
Type of Vote	Required: App	rova <u>l</u>		
Council Action Requested: Vote				
Submitted by	: Krysti J. Ba	arksdale-Noble	Community Development	
•		Name	Department	
		Agenda Item	Notes:	
See attached:	memo. Informat	ional item.		



## Memorandum

To: Economic Development Committee

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

CC: Bart Olson, City Administrator

Date: January 12, 2021

Subject: Downtown Parking - W. Van Emmon Street

Proposed Repeal of Restricted Parking Spaces

#### **Request Summary**

In 2019, the City was approached by a business owner of a tea/coffee shop on the west side of IL Route 47 seeking to limit parking of four (4) of on-street public parking stalls to a maximum of 15 minutes between the hours of 8:00 A.M. and 2:00 P.M. The request was approved via Ordinance 2019-11. However, since that time, the use of the business has changed from a morning/lunch time restaurant to a dinner/wine bar which no longer benefits from the restricted parking spaces. Therefore, staff is seeking to repeal the original request and authorize the removal of the signs identifying the restricted parking spaces.

#### **Existing Downtown Parking Conditions**

Currently, there are approximately five (5) businesses located immediately adjacent to these parking stalls (indicated in red on the map below), whose customers would regularly utilize these spaces and would be directly impacted by the proposed repeal of the current restricted parking: Mandrake Wine Bar (beverage & food); Hoof + Horn (metaphysical supply store); Hummingbird in a Shoebox (children's boutique); Harmony Aesthetics (personal care services); and Living Divina (yoga & fitness studio).



With the recent change in operating hours of the business who originally sought the restricted parking signs, the owner has determined the time limited spaces are no longer needed. Staff has spoken with the property owner of the building where all five (5) businesses immediately impacted by this change, Imperial Investments, who is also supportive of the removal of the signs.

#### **Staff Comments**

Since this quadrant of the downtown is adequately parked by the City's public parking facility at the corner of S. Main Street and Van Emmon, the various on-street parking spaces on the south side of W. Van Emmon, and the private parking spaces located off the West Alley, staff supports the request for repeal of the current ordinance and removal of the time-limited spaces. If it is the direction of the EDC to move forward with this repeal request, the City Attorney will prepare the appropriate ordinance for consideration at an upcoming City Council meeting.

#### **Attachment**

1. Ordinance 2019-11

Ordinance No. 2021-

## AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, REPEALING PARKING RESTRICTIONS ON WEST VAN EMMON STREET

**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, pursuant to Section 11-208(a)1 of the Illinois Vehicle Code, 625 ILCS 5/11-208(a)1, which authorizes a municipality to regulate the standing or parking of vehicles within its corporate limits, the Mayor and City Council (the "Corporate Authorities") by Ordinance No. 2019-11 imposed a time limit for vehicle parking on the first four (4) marked parallel parking spaces on the north side of West Van Emmon Street west of South Bridge Street of fifteen (15) minutes between the hours of eight o'clock (8:00) A.M. and two o'clock (2:00) P.M. Monday through Friday.

**WHEREAS**, since the passage of Ordinance 2019-11, the businesses fronting West Van Emmon Street have changed and there is no longer a need for the time limits on these parking spaces; and,

**WHEREAS**, given the foregoing, the Corporate Authorities have determined it is in the best interests of the City to remove the time limits as hereinafter provided.

**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 Section 6-2-1 of the Yorkville City Code be and is hereby amended by deleting subsection C.

Section 2. Ordinance	e No. 2019-11	, passed by the City Council	on February 26, 2019, is
hereby repealed and the sign	age identifyin	ng the parking spaces with tim	ne restrictions are hereby
ordered to be removed.			
Section 3: This Ordi	nance shall be	e in full force and effect after	its passage, publication,
and approval as provided by	law.		
Passed by the City Co	ouncil of the U	Jnited City of Yorkville, Kend	dall County, Illinois this
day of	, 2021.		
		CITY CLER	K.
KEN KOCH		DAN TRANSIER	
JACKIE MILSCHEWSKI		ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER		JOEL FRIEDERS	
SEAVER TARULIS		JASON PETERSON	
Approved by me, as M	Mayor of the U	Jnited City of Yorkville, Kend	dall County, Illinois, this
day of	, 2021.		
		Mayor	
Attest:			
City Clerk			

## UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

#### **ORDINANCE NO. 2019-11**

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, ESTABLISHING TIME LIMITS FOR PARKING ON WEST VAN EMMON STREET

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois This 26<sup>th</sup> day of February, 2019

Published in pamphlet form by the authority of the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois on March 6, 2019.

## Ordinance No. 2019-

## AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, ESTABLISHING TIME LIMITS FOR PARKING ON WEST VAN EMMON STREET

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, Section 11-208(a)1 of the Illinois Vehicle Code (625 ILCS 5/11-208(a)(1) authorizes a municipality to regulate the standing or parking of vehicles within its corporate limits.

**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 Section 6-2-1, PARKING REGULATIONS AND RESTRICTIONS ON CERTAIN STREETS, of the Yorkville City Code be and is hereby amended by adding subsection C. to read as follows

#### "C. West Van Emmon Street:

It shall be unlawful to park any vehicle in the first four (4) marked parallel parking spaces on the north side of West Van Emmon Street west of South Bridge Street for more than fifteen (15) minutes between the hours of eight o'clock (8:00) A.M. and two o'clock (2:00) P.M. Monday through Friday."

**Section 2:** This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United	City of Yorkville, Kendall County, Illinois, t	this
day of <u>February</u> , 2019.		
•	Deth Warren	
,	City Clerk	
CARLO COLOSIMO	KEN KOCH	
JACKIE MILSCHEWSKI	ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER	JOEL FRIEDERS	
SEAVER TARULIS	JASON PETERSON	
Approved by me, as Mayor of the United day of MARCH, 2019.	d City of Yorkville, Kendall County, Illinois,	this
	Mayor ///	



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

Agenda Item Number
Mayor's Report #1
Tracking Number
CC 2021-04

### **Agenda Item Summary Memo**

Title: Prairie Pointe I	Building Update	
Meeting and Date:	City Council – February 9, 20	21
Synopsis:		
Council Action Previ	ously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Require	ed:	
Submitted by:		Administration
	Name	Department
	Agenda Item	Notes:



## Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: February 4, 2021

Subject: Prairie Pointe building planning

#### **Summary**

Review of the status of the Prairie Pointe building planning.

#### **Background**

This item was last discussed by the City Council at the January 26<sup>th</sup> City Council meeting, when the Council heard an update that draft building layouts with different City Council chamber layouts were still being drafted. Those three options (chamber in the expanded building, chamber on the first floor, and chamber on the third floor) have been drafted and are included in this packet, along with a general narrative of expected costs.

A detailed presentation will be given by Dean Roberts, architect with McClaren, Wilson & Lawrie, at the City Council meeting, with the hope that the City Council will have a general understanding of the difference between the three building layouts and the anticipated costs. By the end of the meeting, it'd be helpful to have some feedback on each option so that we can eliminate at least one layout going forward, and further drill down on the cost estimates and layout for one or two options.

#### Items of note – all three building layout alternatives

These layouts were first sent to staff a few days ago, and staff comments on the layouts have not been fully compiled. So, there are some changes that will be made to each option that are not yet reflected (i.e. front counter window for the second floor Community Development Dept space, doors from the third floor board room to the adjacent council chamber, layout of staff, etc.), but we felt that there was value in the City Council seeing the differences between the three alternatives. Staff titles in offices, especially on the third floor have not been fully vetted, but we felt it was important to put people into existing spaces so that everyone could see the existing capacity of the building based on current employees.

The cost estimates, generally described below, were sent to staff on Thursday, Feb 4, so we have not had a chance to review in depth and ask questions about the detail and the assumptions and therefore have not included the full detail of the cost estimates in this packet yet. The cost estimates include basic renovation costs for all layouts (i.e. drywall, structural, electrical, plumbing, flooring, painting, etc), construction management costs, the structural improvements contemplated in our analysis preacquisition, insurance, bonds, design and construction contingencies of around 10%, site prep for Alternative A (building expansion), audio/video and IT costs, architect/engineering fees of around 7.5%, furniture fixtures of around 4%, and an owner's contingency of around 3%. All costs are present day costs.

The cost estimates do not include environmental review and design (if needed), land acquisition and due diligence soft costs, building generator, phase I space needs study (i.e. current study), parking lot repaving estimates previously provided by EEI and Director Dhuse, and any effort to value engineer the renovation.

#### Alternative A – building expansion with new City Council chamber on the first floor

This option places a new, properly sized City Council chamber on the first floor of the building in an expanded footprint. The team felt this was an appropriate option so that the public had easy access to the chamber, the police footprint on the first floor was maximized, and the City staff had a new staff hub and entrance that was separate from the secure police department entrance. The current cost estimate from the architects for this option is around \$8,000,000, broken out generally as \$4.2m for the existing building renovation, \$2.7m for the building expansion, and around \$1.1m for soft costs.

#### Alternative B – chamber on the first floor, no building expansion

This option places a new City Council chamber on the first floor of the building in the existing building footprint. While this prevents the public from having to use the stairs or the elevator to attend a public meeting, the way the building is constructed results in a Chamber location with two large building support columns in the middle of the audience seating area. Additionally, this layout forces many of the most important police operations on the second floor of the building, and shrinks the overall footprint of many operational areas within the police department. Based on initial staff review, this is the least preferred option out of all three. The current cost estimate from the architects for this option is around \$5,300,000, broken out generally as \$4.6m for the existing building renovation and \$0.7m for soft costs.

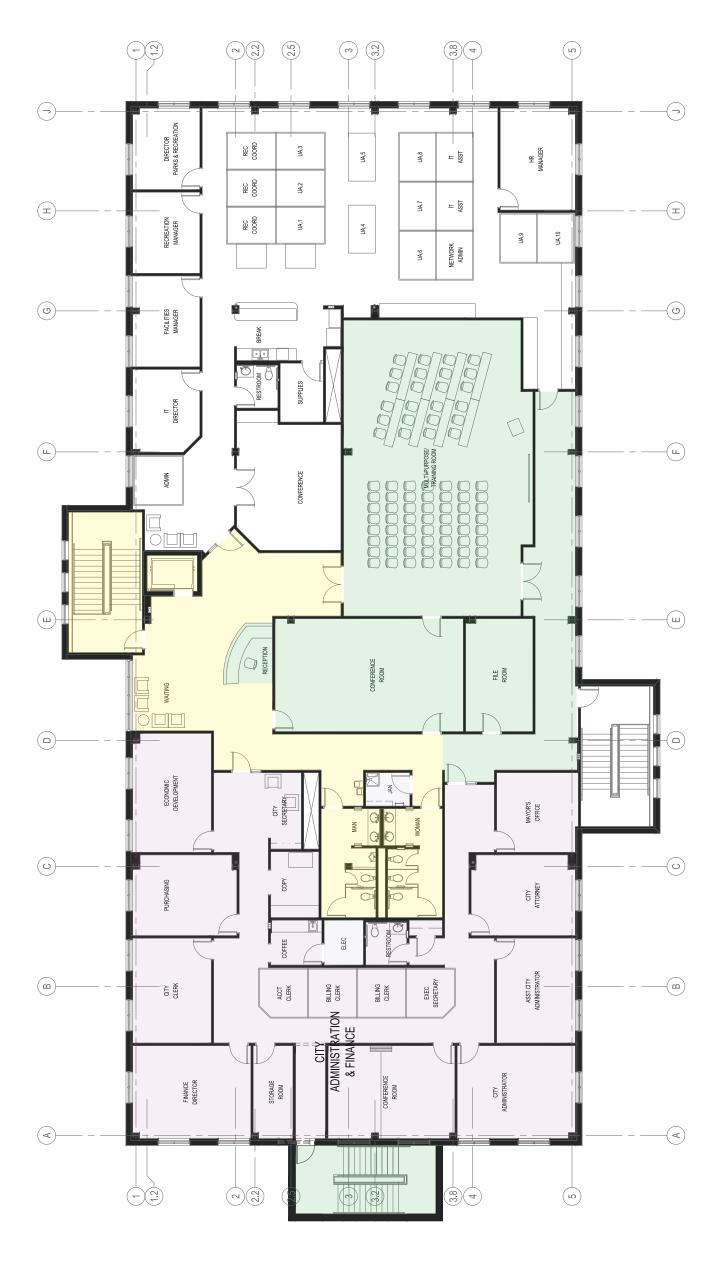
#### Alternative C – chamber on the third floor, no building expansion

This option places the City Council chamber within the general footprint of the existing board room on the third floor of the building. This would require the public to use a small capacity elevator or climb two flights of stairs to attend a public meeting. This layout generally mimics Alternative A, in that the police footprint and the lobby area is generally the same (minus the expanded building). This layout does not include a non-police staff hub, and would require the police and non-police employees to use the same secure entrance. In recent meetings, the team has discussed including components of the staff hub on the far north side of the building that are shown in Alternative A, to this Alternative C, but we have not done any layouts or cost estimates for this hybrid option yet. The current cost estimate from the architects for this option is around \$5,100,000, broken out as \$4.4m for the building renovation and \$0.7m for soft costs.

#### Recommendation

A presentation will be given at the meeting, and staff requests feedback on all materials provided.





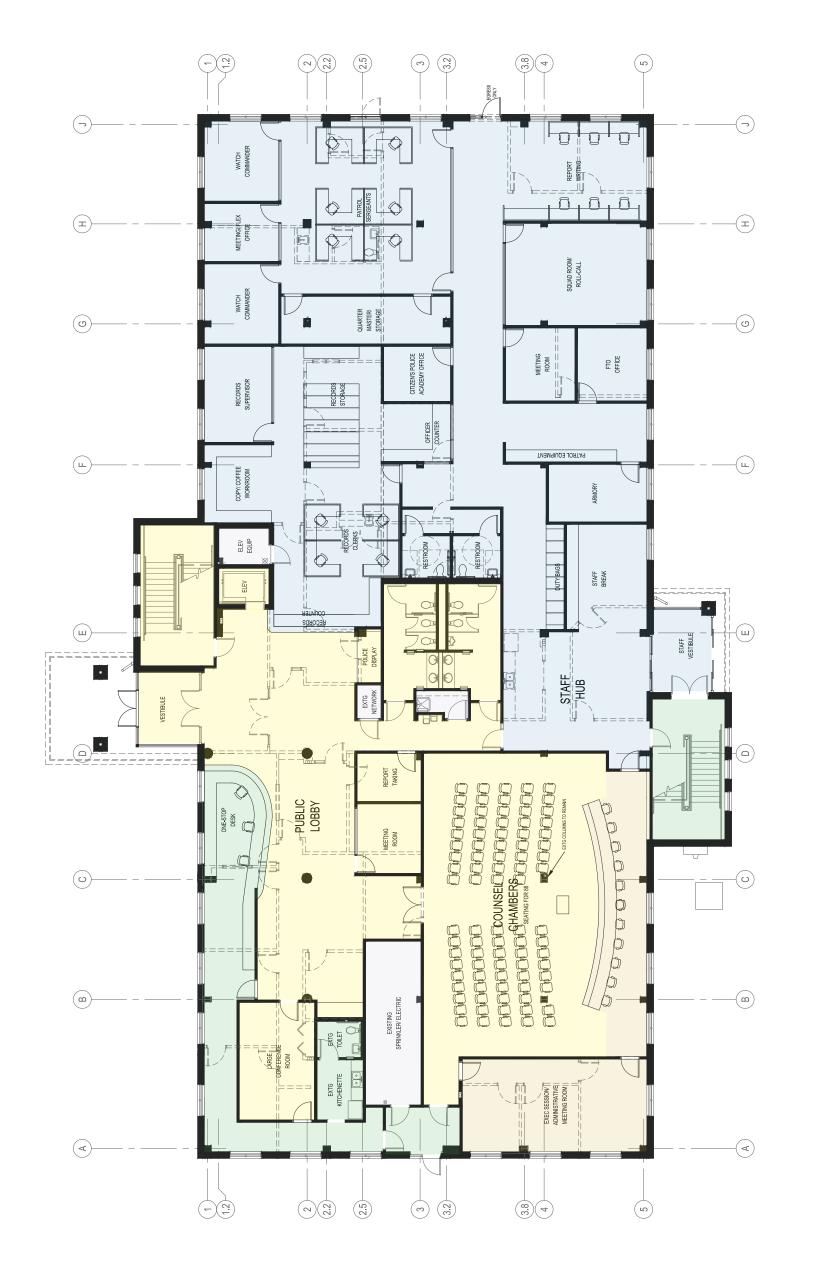
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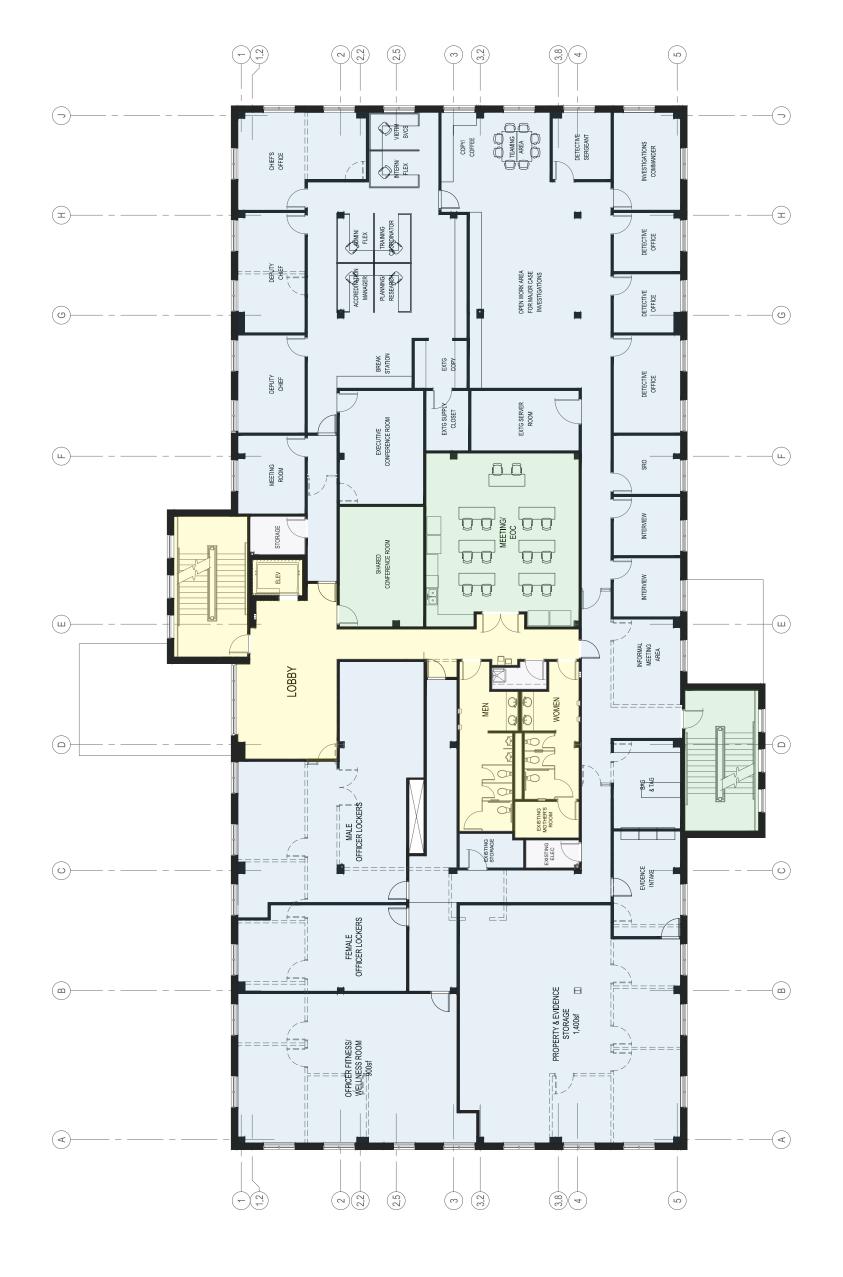
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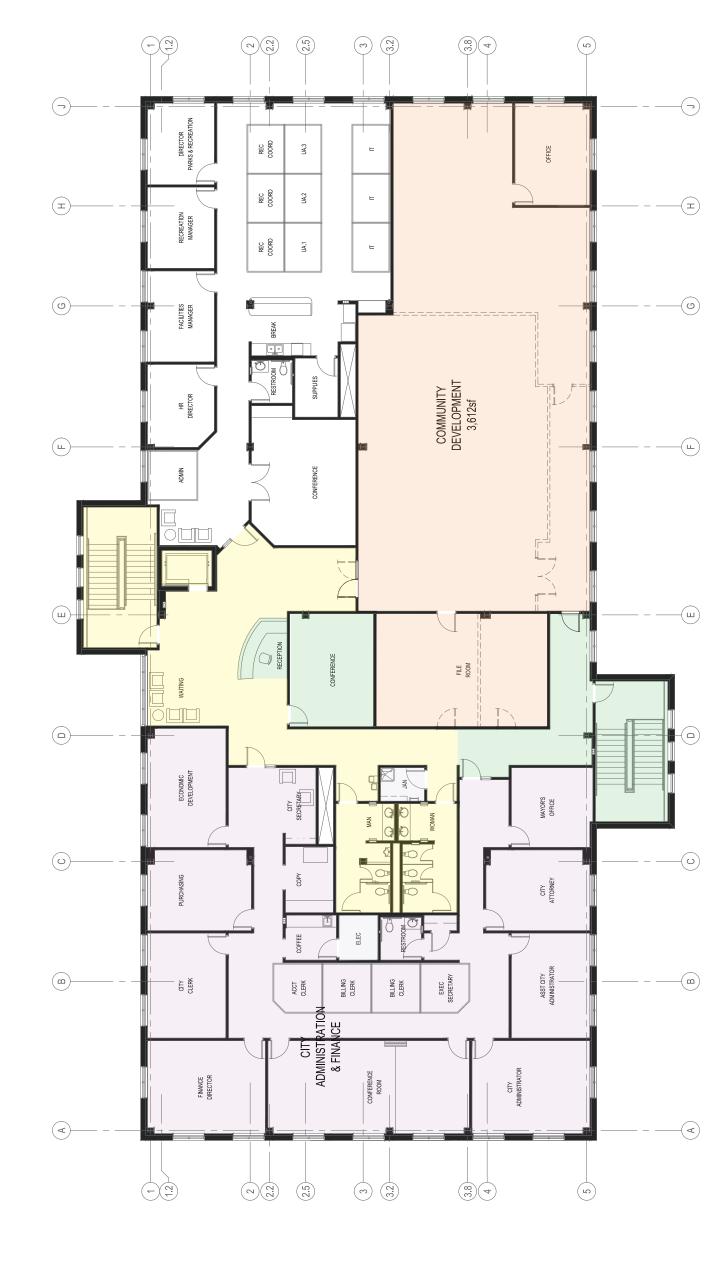






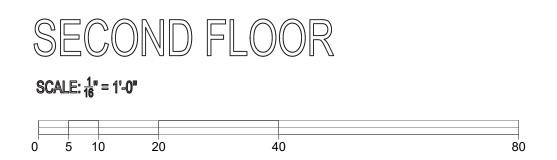






GROUND FLOOR

SCALE: 16" = 1'-0"



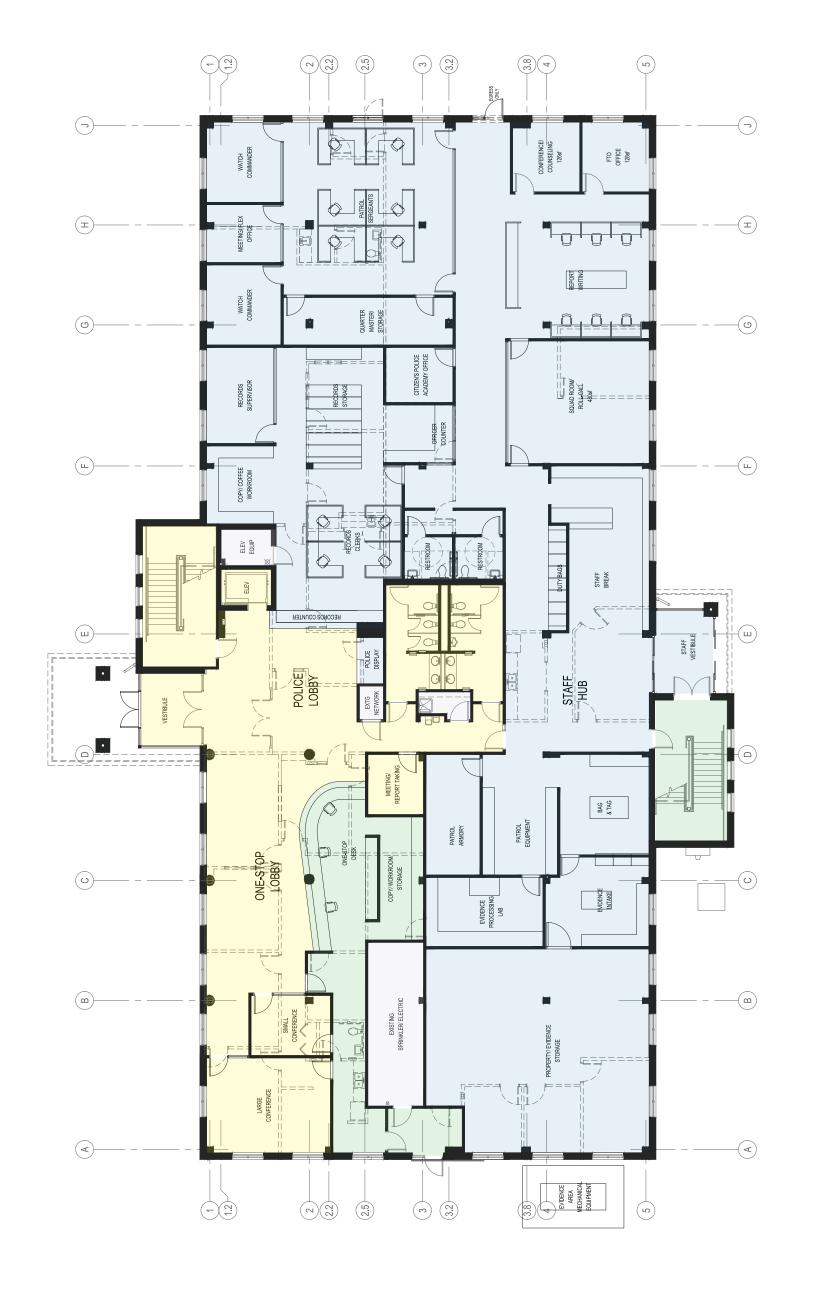
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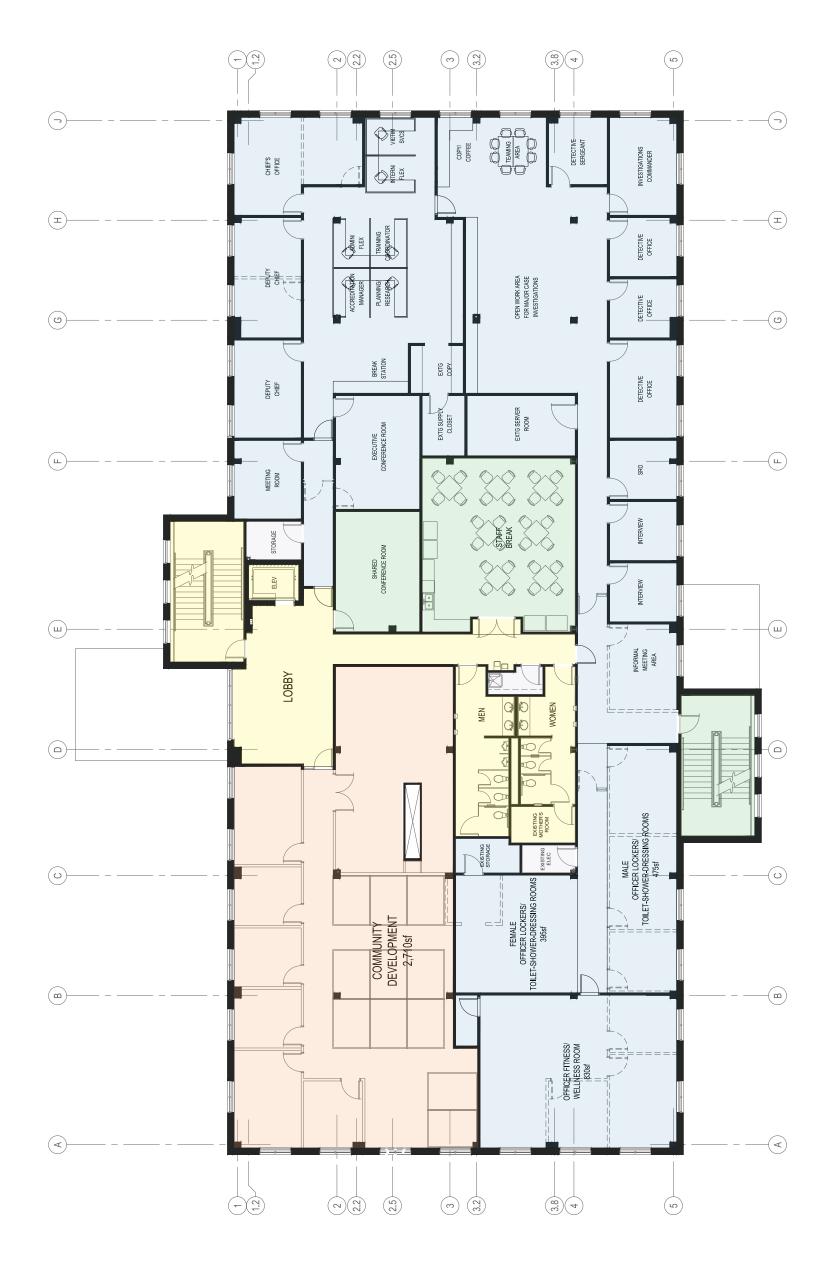
SCALE: 1" = 1'-0"

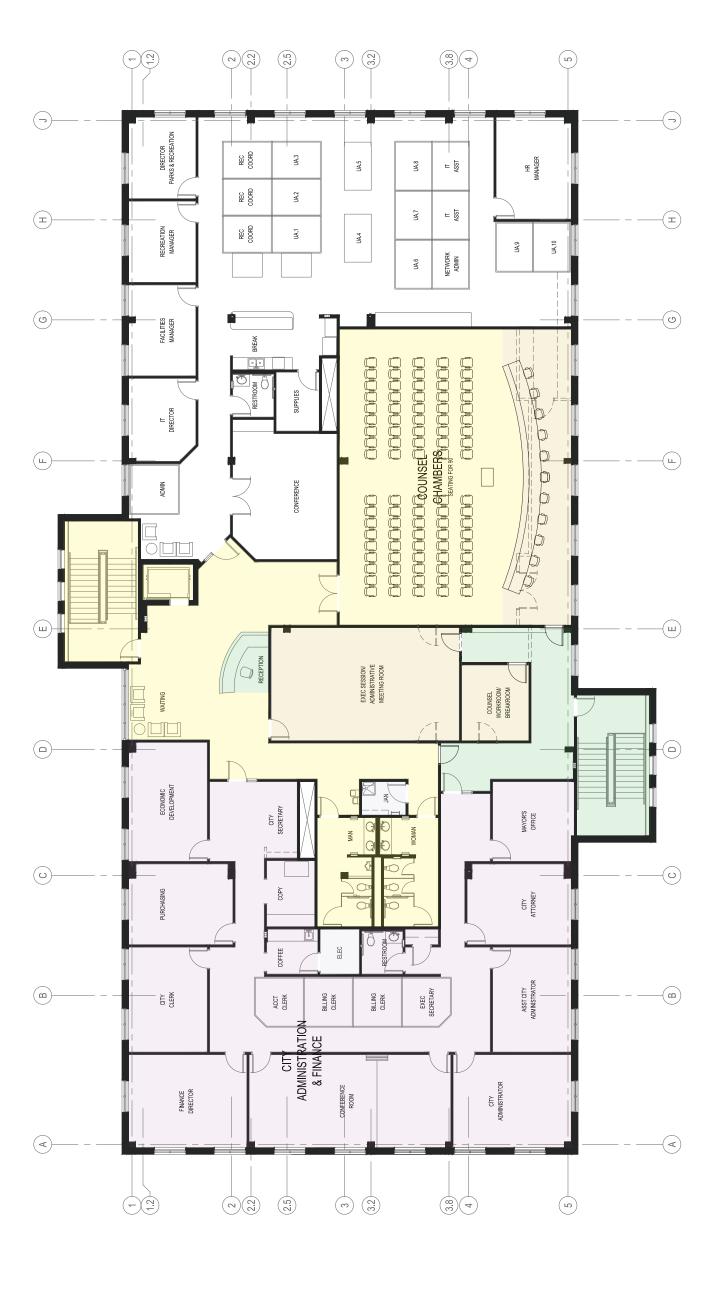






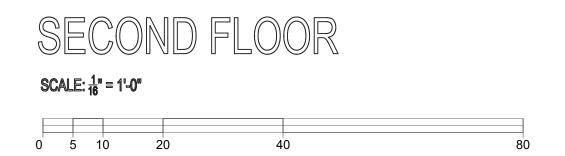






GROUND FLOOR

SCALE: 16" = 1'-0"



THIRD FLOOR

SCALE: 1" = 1'-0"









Reviewed By:	
Legal Finance Engineer City Administrator	

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2021-04

Engineer
City Administrator
Community Development
Purchasing
Police
Public Works
Parks and Recreation

### Agenda Item Summary Memo

Title: Disposal	of Real Property – Old	Bank Building and Kendall Marketplace Property
Meeting and Date: City Council – February 9, 2021		
Synopsis:		
Council Action	Previously Taken:	
Date of Action:	CC 01-26-21 Ac	etion Taken: Tabled to 2/9/21 City Council meeting.
Item Number:	ADM 2021-04	
Type of Vote Required:		
Council Action Requested:		
Submitted by:	Bart Olson Name	Administration  Department
Agenda Item Notes:		



## Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: January 14, 2021

Subject: Sale and development of City properties

#### **Summary**

Review of processes to seek purchasers and redevelopment of the downtown bank building and vacant 8 acre parcel at Kendall Marketplace.

#### **Background**

The concept of selling both of the City's properties has been discussed throughout the acquisition of the 651 Prairie Pointe building. The downtown bank building was bought by the City as the future home of a City Hall or municipal building and anchor in the downtown. The 8 acres at Kendall Marketplace was originally planned to be a police station before litigation and a settlement agreement in 2007 dictated that the site could not be a police station. Since then, the City has explored various uses of the site as either a municipal building (Public Works facility) or private development. With the future location of the City's municipal campus now decided, both properties can be explored as a future site for private development.

#### **Downtown Bank Building**

Currently zoned as B-2 Commerce Retail Business District, the property is in the 2019 Downtown Form-Based Code, which establishes land use and building design criteria for parcels located within the Downtown Overlay District. Situated on the southeast corner of IL 47 (Bridge) and Van Emmon Street, the bank building, if redeveloped, would allow for office, commercial, residential and mixed use developments. Building types and standards appropriate for this site, per the Form-Based Code, includes: downtown commercial (primarily corner lots with 1-2 story buildings having large storefront windows); downtown living (1-4 story buildings with office on 1st floor and residential mainly located above); cottage commercial (commercial uses with residential styled architecture such as pitched roofs and porches); and civic buildings (most flexible design of the building types allowing for 1-4 stories with parking in the rear).

The property is also in the downtown TIF district which provides for municipal assistance and a streamlined development process. Staff envisions an open request for information/proposals from developers for redevelopment of the site according to the City's vision for the downtown. This process was used by us for sale and redevelopment of the old jail, and by Oswego for the development of their lumberyard site in downtown Oswego. We have attached the RFP documents for both of those processes, and we envision a similar document being drafted for the downtown bank building after the City Council gives direction to proceed. In general, the process will be more involved than the old jail sale, because the site is a large, key property in the downtown and the development proposal is likely to be much more substantial than the jail's redevelopment and renovation efforts.

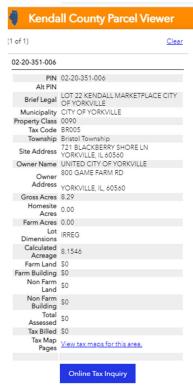
#### Kendall Marketplace

Currently, this 8-acre portion of Kendall Marketplace west of Beecher Road is identified for a "civic use" on the approved PUD Plan and Final Plat. It was the City's intent to construct a new police station on this parcel; however, as part of the settlement agreement resolving the Kendall Marketplace lawsuit, the City agreed to not construct the station here. Potential land use changes to this parcel to allow for commercial, office or residential uses, can be accomplished through major or minor amendments to the PUD Plan approved by the City.

Economic Development Director Lynn Dubajic has received various inquiries on the property over the past few years, mainly for development into a residential area (single family, duplexes, and/or townhomes). None of these inquiries has went beyond general interest, but we suspect that if the City made some overtures to known residential developers that a few may have interest. Because the City is the landowner, we have more control over the look, layout, and intensity of the development, than we would in a simple development agreement or rezoning decision. While we could use the same process as the downtown bank building, we may be successful with a more direct approach by either asking Ms. Dubajic to solicit offers and development plans from residential developers or appointing a local realtor to drum up interest.

#### Recommendation

Staff seeks direction to proceed with the sale of both properties, and asks for feedback on development of both properties for purposes of drafting the appropriate RFP documents.



Zoom to



#### **Kendall County Parcel Viewer**

(1 of 1) Clear

#### 02-33-157-014

PIN 02-33-157-014

Alt PIN

Brief Legal LOT 2 OLD SECOND NATIONAL BANK BRIDGE ST SUB, CITY OF YORKVILLE

Municipality CITY OF YORKVILLE

Property Class

Tax Code KE022

Township Kendall Township

Site 102 E VAN EMMON ST Address YORKVILLE, IL 60560

Owner Name UNITED CITY OF YORKVILLE Owner 800 GAME FARM RD

Address YORKVILLE, IL, 60560

Gross Acres 3.43 Homesite Acres 0.00

Farm Acres 0.00

Lot Dimensions

Calculated 3.5013 Acreage Farm Land \$0

Farm \$0 Building Non Farm \$0 Land

Non Farm \$0 Building

Total \$0 Tax Billed \$0

Tax Map Pages View tax maps for this area.

Online Tax Inquiry



#### **PUBLIC NOTICE – REQUEST FOR PROPOSALS**

THE UNITED CITY OF YORKVILLE, Kendall County, Illinois, is considering the sale/development of 111 West Madison Street, Yorkville (the "*Property*"), legally described as:

Lots 1, 2, 3, and 4, all in Block 28, except any part taken for People of State of Illinois, of the Original Village of Yorkville, in Kendall County, Illinois.

The Property is zoned as B-1 Local Business District which is intended primarily for commercial and professional office uses. The district is designed to provide convenient shopping and services for surrounding residential neighborhoods and encourages mixed use developments, such as dwelling units located above the first floor of commercial and/or office spaces. Currently, the property is vacant.

PIN: #02-32-287-001

SITE: Approximately .46 acres

STRUCTURE: Approximately 5,000 square feet (3 stories)

PARKING: 17 off-street public parking spaces located on parcel, plus 3 on-street

public parking spaces available to property. Minimum required parking spaces for commercial uses is 3 spaces per 1,000 sq.ft. of floor area.

FUTURE LAND USE: The 2016 Comprehensive Plan's future land use designation for the

property is Institutional which allows for public or quasi-public ownership

and utilization of the property.

### **Background**<sup>i</sup>

The building was originally constructed by the Pauley Jail Building and Manufacturing Company of St. Louis, MO in 1893, and operated as the Kendall County Jail and Sheriff's Residence until 1992. The facility is an integral part of the Historic Kendall County Courthouse complex, and was owned and operated as a jail by Kendall County until 1992. The jail was sold to the United City of Yorkville in 2010. The City completed a building maintenance study in 2017, but has not completed any needed repair work, therefore the building is in need of immediate priority repairs and rehabilitation. This building maintenance study, as well as several other condition assessments and supporting documents are available at the following webpage – Placeholder

The City put the sale of the property out to RFP in 2012 and received one proposal, which was declared as not feasible by the City Council. That proposal was for a \$0 property sale and an investment of \$250,000 toward repairs with no specific user or use of the building declared. The City is seeking detailed responses to this current RFP.

The jail is one of only three surviving structures in Yorkville included in the 1974 "Inventory of Historic Landmarks in Kendall County", and the building was on Landmarks Illinois' annual Most Endangered Historic Places in Illinois list in 2003.

#### **Goals and Preferences**

The City is now considering sale and reuse proposals for the property, with the heavy preference of the City Council that the building be rehabilitated with a business, office, or retail use, and a secondary preference of a multi or single-family residential use. Preference will be given to proposals that reuse the historic building in a manner that preserves its historic significance and character and that

will generate tax revenue for the city with its proposed reuse. The City will accept proposals from this RFP process that will involve demolition of the building and use of the land in future redevelopment, but these proposals will only be considered in the event that no feasible proposals are received for rehabilitation and adaptive reuse of the building. The parking lot to the north of the building is public parking and should continue to be owned by the City and operated as public parking. The exact location of the future subdivided lot line between the building and the public parking lot is to be determined as part of a negotiation process with a proposer.

#### **Project Assistance**

City seeks a self-sustaining commercial and/or residential redevelopment that reuses the historic building, which was determined eligible for listing in the National Register of Historic Places by the Illinois State Historic Preservation Office. Due to this determination of eligibility, certain federal, state and local incentives may be available to a developer/purchaser who can rehabilitate the building in accordance with the Secretary of Interior Standards. National Register listing and use of any of the following three assistance programs are not required, but offer potential economic benefits to a project:

Assistance Program 1 – 20% Federal Historic Tax Credit<sup>ii</sup>

A 20% Federal Historic Tax Credit is available for rehabilitating a historic building to an income-producing use. This dollar-for-dollar Federal income-tax credit, equal to 20% of the qualified construction costs and expenses, may be used by the building owner or syndicated to a tax-credit investor. To qualify for the credit, rehabilitation costs must exceed the building's "adjusted basis"; that is, the purchase price minus the land cost and depreciation. The building must be listed in the National Register of Historic Places before the project is completed. The program is administered by the Illinois State Historic Preservation Office and National Park Service.

Assistance Program 2 – 25% State Historic Tax Credit<sup>ii</sup>

A 25% State Historic Tax Credit is available for rehabilitating a historic building to an income-producing use. This a competitive, dollar-for-dollar state income-tax credit, equal to 25% of the qualified construction costs and expenses, must be coupled with the 20% Federal Historic Tax Credit. Each project that qualifies can apply for 25% of its qualifying rehabilitation expenditures (QREs) up to a total of \$3 million in state income-tax credits. No project can receive more than \$3 million in Illinois Historic Preservation Tax Credits. To qualify for the credit, rehabilitation costs must exceed the building's "adjusted basis"; that is, the purchase price minus the land cost and depreciation. The building must be a certified historic structure listed in the National Register of Historic Places before the project is completed. The program is administered by the Illinois State Historic Preservation Office.

Assistance Program 3 – Property Tax Assessment Freeze for Historic Residences<sup>ii</sup>

The Property Tax Assessment Freeze for Historic Residences is applicable to owner-occupied single-family homes, condominiums, cooperative units, or a multi-family building up to 6 units. The program can freeze the assessed value of historic owner-occupied, principal residences for a period of 8 years, followed by a four-year period during which the property's assessed value steps up to an amount based upon its current market value. Qualified expenses must equal or exceed 25% of the property's fair cash value, as determined by the local assessor, for the year the

rehabilitation started. To be eligible for the Freeze, buildings in Yorkville must be listed on the National Register, a process that must be completed before the project is completed. The program is administered by the Illinois Historic Preservation Office.

Assistance Program 4 – City Tax Increment Financing (TIF) Agreement<sup>iii</sup>

The property is in the City's newly established Downtown TIF #2, which means the property is eligible for TIF incentives for renovation and development of the property, subject to regulations set forth by state law and approval by the City Council of various TIF agreements. While the City Council has historically resisted use of TIF funds for renovation of this building, this matter could be revisited with the right development plan and confirmation that the property would generate property taxes. Because this TIF is newly created, it does not have an established set of funds for immediate disbursement of TIF incentives and would need to be negotiated.

#### **Information Requested.**

The City is seeking proposals from prospective purchasers/developers that include the future plans for reuse of the Property and a time-line to commence and complete its redevelopment. The City may also identify a timeline with the selected developer to negotiate a redevelopment agreement. The City reserves the right to reject any or all proposals, to waive any informalities, and to accept any proposal that the Council deems most favorable to the interests of the City.

#### Information Requested:

- 1. Basic Information
  - a. Legal name of entity
  - b. Name of entity if doing business under other company name
  - c. Address
  - d. Contact name, email address, phone number, website address
  - e. Number of years in business (if applicable)
  - f. Number of employees (total, by location, and by role), if applicable
  - g. Description of project team, including resumes, and related experience for each member of the team (including architects, engineers, builders, developers and associated businesses)

#### 2. Project Info

- a. Narrative of project vision how do you envision reusing the historic residence and jail?
- b. Preliminary site plan, which also demonstrates any additional needs to support the reuse plan (i.e. parking, landscaping, possible expansion of development site)
- c. Narrative of feasibility
  - i. Based on your research, what type of development can the market support in this area?
  - ii. Justification of why this site is appropriate for the proposed use?
  - iii. Is your project likely to require any zoning changes or variances?
  - iv. Is the proposed development seeking any city participation with off-site improvements in association with the proposal (i.e. water service, sanitary sewer, fire suppression, street right-of-way improvements)?

#### d. Financials

- i. Project budget, including whether the proposal includes any amount for purchase of the building which would go to the City as seller
- ii. Request for TIF assistance or other possible agencies
- iii. Demonstration of the financial and operational ability to complete the project.
- iv. 5 year business pro forma, post project completion
- e. Project construction timeline from the agreed upon start date

# **RFP Process**

The City will not be holding a mandatory building walkthrough nor a mandatory question and answer session. Proposers and/or contractors who wish to tour the building may do so by contacting Steve Raasch, Facilities Manager, or Pete Ratos, Code Official at 630-553-4350.

Proposals will be read aloud at the meeting date listed below. The City Council reserves the right to direct negotiations with an RFP respondent at that meeting, or to have public discussions of selection of a proposal at a future committee or City Council meeting, including having discussions with any or all of the developers submitting proposals. Due diligence done prior to those hypothetical meetings will likely consist of staff meetings and inquiries.

All submissions to this RFP must be made to, United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois 60560, Attn: Bart Olson, City Administrator. Submissions shall be accepted until 4:00 p.m. on March 26, 2019, and opened at a meeting of the City Council of the United City of Yorkville, on March 26, 2019 at 7:00 p.m.

Beth Warren, City Clerk

Carol J. Dyson, AIA, Tax Incentives Manager Deputy State Historic Preservation Officer Illinois State Historic Preservation Office Illinois Department of Natural Resources 1 Natural Resources Way Springfield, Illinois 62702 Phone: (217) 524-0276

E-mail: Carol.Dyson@illinois.gov

iii More information on this local (TIF) incentive can be found by contacting Bart Olson, City Administrator United City of Yorkville 800 Game Farm Road Yorkville, IL 60560 630-553-4350 bolson@yorkville.il.us

<sup>&</sup>lt;sup>i</sup> A supplemental jail history narrative, complete with illustrations and current photos of the building can be found on the City's website here - LINK PLACEHOLDER. The City would like to publicly thank members of the Yorkville Historic Preservation Society, including Lisa Wolancevich, Robyn Sutcliff, Valerie Burd, and Johanna Byrum, and Lisa Dichiera of Landmarks Illinois for their assistance in providing the supplemental jail history narrative and for providing assistance on the RFP.

ii More information on these state and federal incentives can be found at https://www2.illinois.gov/dnrhistoric/Preserve/Pages/Funding.aspx or by contacting:



# I. <u>Purpose:</u>

To communicate the Village's vision for the Adams Street development, describe important project factors, and establish a draft set of selection criteria guiding the Village's choice of potential developers for the recently purchased site at 59 S. Adams Street.

Village staff and Board will evaluate how well the proposed developments conform to the following criteria:

- a. The Village's vision for the downtown
- b. An achievable, yet expedited construction schedule
- c. Strength of developer's potential financing
- d. Evidence that the developer is a responsible party and potential development partner
- e. The proposals' conformance to all applicable laws and regulations



# **II.** Site Plan and Vision:

The 2.38 Acre subject property is located at the corner of Washington Street and Harrison Street and was the site of a former lumberyard. It is currently zoned M-1 Limited Manufacturing District and is vacant



pending development. Redevelopment will require rezoning to accommodate appropriate uses for this key downtown location. The site currently has access to Village water, but sanitary sewer will need to be extended to the site to facilitate development.

In the 2015 Comprehensive Plan, the Village outlined a vision for a walkable, engaging, revitalized downtown. Visitors to this downtown would naturally travel from the Main Street area to the River Front and vice versa. In order to achieve this vision, the future 59 S. Adams Street property must have a visually appealing frontage from all sides, first floor retail and restaurants, adequate parking, and high quality residential units. The Village envisions that Jackson Street will be used as a pedestrian focused "spine," whereby visitors are enticed east towards Main Street, ideally with pleasant landscaping and street furniture to enliven and guide the trip. In the North lot, in addition to potential row houses, the Village seeks the inclusion of a public amenity and possibly surface parking, particularly in the path of the floodway. A pocket park, interactive public art, public seating area, etc. would enliven the area and beckon park visitors to walk up the Waubonsee Creek bike path as an alternative access to the downtown area.

Development plans should take into consideration the following site information:

- Bedrock depth varies from approximately .3 to 9 feet.
- Potable water main is located along the north side of Jackson Street and the east side of Harrison Street
- Sanitary sewers are not presently at the site; the nearest connection points are at Tap House or at Main Street
- Items identified in the environmental assessment (attached)

The Village requests that potential developments incorporate the following criteria. Development plans will be assessed according to the inclusion of these elements and the extent to which the proposals embody the Village's vision for its downtown:

- The 2015 Comprehensive Plan anticipates the development being built with 5 stories
  - o The first floor should contain retail and restaurant offerings
  - The second floor and above should include luxury residential apartments or condos and possibly some office space
- Parking shall be provided to meet the needs of the proposed uses with additional parking
  available for the general public. The required parking will be determined through studies
  provided by the developer and approved by the Village. The Village anticipates the inclusion of a
  structured parking garage.
- Jackson Street should be designed and appropriately programmed to function as the pedestrianfriendly spine connecting Main Street to Hudson Crossing Park. Although cars may have access to the street, proposed improvements should be made with a view to maximize pedestrian comfort



and safety. For emphasis, developers should plan for the many families with small children and/or baby strollers that visit the park and who will walk along Jackson Street.

- Structures facing Hudson Crossing Park on Harrison Street (be it a parking deck or commercial frontage) should be aesthetically pleasing and not institutional or utilitarian.
- The development frontage on Harrison should also include an inviting feature, such as a porch with the potential for café seating, that serves the dual purpose of engaging the public and accommodating the elevation change necessary for flood mitigation requirements
- The corner of Washington and Harrison streets should incorporate a visually pleasing gateway
  feature to welcome motorists and pedestrians to the downtown. The feature should provide a
  feeling of distance and protection from the busy traffic along Washington.
- The streetscape along Washington should provide enough room and comfort for pedestrians to feel at ease when traversing this key corridor
- The frontage along Adams Street should be pleasant and engaging. Because the rest of the downtown is at a higher elevation, it is important that the Adams Street frontage does not seem unattractive or as a barrier to proceeding towards the park.
- The first floor of the development should maximize commercial space, with particular emphasis on restaurants. The Village would ideally see the following:
  - o A mid-price range white tablecloth restaurant (i.e. \$18-25 entrée level)
  - o Additional full-service (table service, liquor license, dinner served) restaurant space
  - o Outdoor café dining, particularly facing Harrison St.
  - o A small fitness destination
  - The Village will use the redevelopment agreement ("RDA") and zoning controls to ensure the first floor commercial space contains at least 2000 square feet of restaurant use.
- Office space may not occupy prime street frontage, but may be located on the Development's upper floors (i.e. second floor or above)
- The Village will attempt to acquire the IDOT right of way; Village requests that potential developers include a contingency plan if the IDOT property cannot be acquired or is not acquired in time for foundation work
- Located to the East of the North Lot are four houses under common ownership, collectively referred to as "Site B". The owner of Site B has indicated interest in selling the properties, particularly in conjunction with a larger development plan for the 59 Adam Street property. If purchased, Site B could be integrated with the North Lot. The Village will give special consideration to proposals which include Site B.
- Design Guidelines The Village is currently in the process of developing more substantial Downtown Design Guidelines, however at this time proposals will be reviewed based on the following criteria:
  - o Architectural techniques should be employed that reduce appearance of building mass such as variation in materials, colors, and façade articulation.



- The first floor of the building should incorporate commercial storefront characteristics such as awnings, display windows (avoiding floor-to-ceiling glass by using bulkheads), and recessed entries.
- o Brick and stone are preferred building materials. Stucco and concrete should not be used on the first level but may be used as accent materials (10-25% of the building face) above the first floor.
- The building should be "four-sided" by using consistent materials and detailing on all façades.
- Rooftop mechanical units should be screened from public view by parapet walls or other means.
- Design should accommodate outdoor seating for potential restaurant tenants, even if none are currently identified or intended.

# **Site Plan and Vision Deliverables:**

In order to determine conformance with the Village's vision described above, potential developers should provide the following:

- Project Narrative
- Conceptual site plan, including streetscape and landscape improvements
- Preliminary building elevations

# **III.** Developer Qualifications:

- Qualifications Statement:
  - o Development team description, including proposed technical consultants, and their relevant expertise, and respective roles and responsibilities
  - Organizational structure: what is the proposed corporate formation and ownership structure
  - o Workload: The number, size, and locations of 2017 and 2018 pipeline projects
- Developer and project affiliates will be asked to submit to a Dunn and Bradstreet and Lexus Nexus search
- Developer should provide examples of similar successful projects and no fewer than three references from clients or local government entities

# IV. <u>Project Construction and Tenanting/Programming Schedule:</u>

It is paramount that the 59 S. Adams Street property be developed in a timely fashion. Significant weight will be assigned to proposals based on their anticipated ground breaking and completion dates.

Preference will be given to potential developers that are willing to consider and/or place potential tenants the Village deems desirable.



Upon staff's selection of a preferred developer, a purchase and sale agreement will be presented to the Village Board for consideration. The preferred developer will be solely responsible for obtaining zoning entitlement and redevelopment agreement ("RDA") approval following the Village's approval procedures. The Village Board's approval of a purchase and sale agreement does not guarantee the Village Board's approval of the developer's proposal or RDA. All developer submittals are at risk.

**Schedule Deliverables:** In order to determine conformance with the Village's vision described above, potential developers should provide the following:

- Draft construction schedule
- Proposed tenanting mix and potential leads
- A list of assumptions / expectations for the Village regarding scheduling, approvals, deliverables, etc., that are necessary in order to ensure the development's success

# V. Project Financial Structure:

The Village will assess the availability and certainty of the potential developer's financing and the risk profile of the overall capital stack.

# A. Financing:

- Three years of audited financial statements or federal income tax forms
- Letters of Intent or financing agreements: The Village prefers that developers provide a letter of intent to finance from established lenders indicating that upon designation by the Village, the lender will issue financing for the entirety of the project
- Proposed financial structure (debt, equity, grants) should contemplate the Village's use of a reverter and liquidated damages to incentivize compliance with construction schedule, use regulations, and development controls
- Financing schedule: Information regarding the anticipated time to raise capital/obtain financing
- Proposed construction budget with preliminary sources and uses
- Sources and Uses analysis
- Developer Estimate of Project Performance and Tax Revenues
- Proposed cash flow schedule
- Projected ten year operating pro-forma for the building
- All of the above should conform to the guidelines set out in the attached document entitled "Developer Info Request"
- B. <u>Public Incentive Plan</u>: Prospective developments will be evaluated on their request for public incentives, whether based on TIF, land valuation, or other request, on the following criteria:
  - Developer should provide a clear financial outline of the request for incentives and a description of the resultant improvements



- The request meets the "but for" test. In other words, the development will not occur in the manner requested by the Village, but for the use of the requested incentives. Financial data should be submitted substantiating this request. Incentives will only be considered when a developer demonstrates a justified, quantifiable need.
  - o Developer must complete the "Developer Financing Gap Analysis" included in the attached "Developer Info Request"
- The Village will evaluate whether the request utilizes incentives to complete public
  improvements necessary for development, such as the extension of utilities to the site or
  similar infrastructure upgrades. The request for incentives prioritizes public amenities
  that would otherwise not be included in the proposal, such as public art, public gathering
  places, etc.
- C. <u>Triple Bottom Line</u>: The Village has adopted the concept of Triple Bottom Line investing. In essence, a positive return on investment will be defined according to its financial, social, and environmental success. The Village will evaluate proposals according to the following criteria:
  - a. Financial Return on Investment:
    - What is the amount of the projected tax increment
    - How many jobs are created
  - b. Social Return on Investment:
    - Public art is included in the development
    - The development includes sufficient public amenities, such as seating, gathering places, street furniture
    - The Jackson Street frontage is aesthetically pleasing and pedestrian friendly
    - The developer contemplates an annual commitment for a fixed period, particularly through construction and lease up, to Oswego's cultural events, such as a sponsorship to Beats and Eats or the Fox River Academy
  - c. Environmental Return on Investment:
    - Some or all of the development will be built "green" or even LEED certified
    - Developer should submit a plan for mitigating flood water and compensatory storage

# VI. Summary of Submission Requirements

- Project narrative
- Conceptual site plan
- Preliminary building elevations
- Developer's qualifications statement
- Agreement to submit to Dunn and Bradstreet and Lexus Nexus searches



- Examples of similar successful projects and three references from clients or local government entities
- Draft construction schedule
- List of requests/assumptions of the Village's responsibilities/timing
- Proposed tenanting mix and potential leads
- Letters of Intent or financing agreements
- Three years of audited financial statements or federal income tax forms
- Financing schedule
- Proposed construction budget with preliminary sources and uses
- Sources and Uses analysis
- Developer Estimate of Project Performance and Tax Revenues
- Proposed cash flow schedule
- Operating pro-forma for the building
- Financial and narrative outline of public incentives
- Evidence that incentives meet the "but for" test // Developer Financing Gap Analysis
- Outline of how the project meets a "triple bottom line" investment analysis

# STRATEGY J: REDEVELOP THE "LEGACY BLOCK" (LONG-TERM).

As an alternative to Strategy E, over the long-term, the Legacy Block between Hydraulic, Van Emmon, Heustis and Mill Streets could be considered for redevelopment if market demand for commercial and mixed use development and developer interest materializes at some point in the future for the site. If the block to the west of Mill Street redevelops as suggested in Strategy I above, the Legacy Block could become an attractive redevelopment site as it is one of the most visible blocks in the Downtown and located directly across from Bicentennial Riverfront Park, one of Downtown's most important attractions. If the block is redeveloped, the grain elevator structure could be retained as a placemaking landmark.

# **IMPLEMENTATION ACTIONS**

Implementation actions may include addressing any existing environmental or brownfield issues, assembling property parcels, preparing a site development plan and the preparation of a request for development proposals if the City is to redevelop the site with a private sector developer partner.





# STRATEGY K: CREATE DOWNTOWN CIVIC COMPLEX.

The Yorkville City Hall and Police Station are currently located along Game Farm Road adjacent to a number of other public uses, such as the Public Library, Beecher Community Center, Yorkville High School Academy and Grade School. This complex of public buildings along Game Farm Road comprises Yorkville's civic campus. During the planning process, community stakeholders have suggested that Yorkville City Hall may be better suited in the Downtown rather than on Game Farm Road, thereby providing a new anchor destination in addition to the Kendall County complex to the west of Illinois Route 47. A Downtown location could be the site at the southeast corner of Van Emmon Road and Illinois Route 47 where an existing building could be reused or redeveloped. Another possibility is to locate the City Hall building within the Kendall County campus across Illinois Route 47.

# **IMPLEMENTATION ACTIONS**

Purchase of properties located between Heustis, Fox, Van Emmon and Bridge Streets for a new City Hall building would be necessary along with the preparation of Downtown civic complex master plan. The City of Yorkville could also participate in the development of the Kendall County Government campus master plan if the City Hall were to be located within the Kendall County campus. Branding, landscaping and streetscaping features for a City Hall complex should be consistent with other urban design treatments installed in other portions of the Downtown.



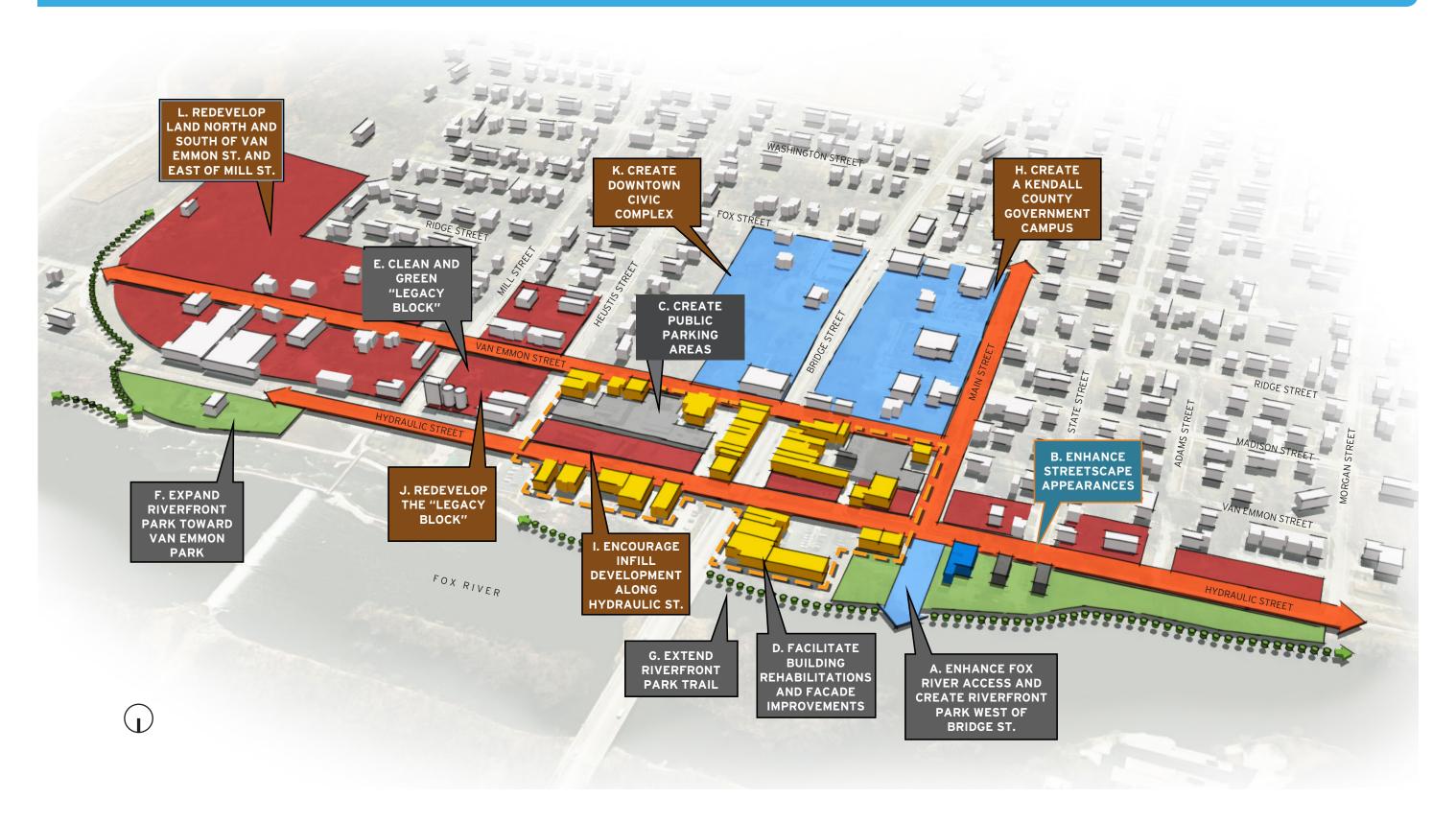


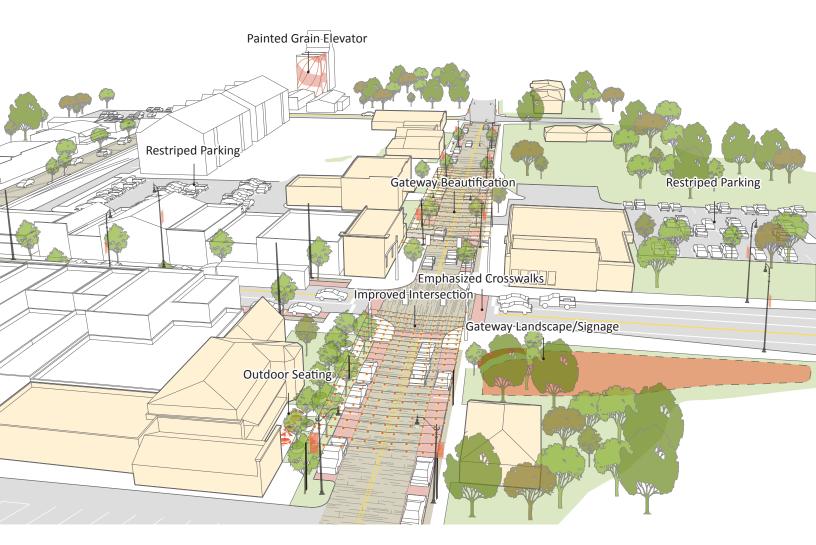




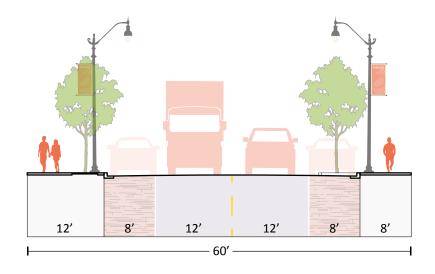


# Figure 5.1: Downtown Revitalization Strategies





Van Emmon Street (Long-Term)



# C. S3: Van Emmon Street District

The Van Emmon Street District is a lower scale district. Commercial, residential, and mixed use buildings make up this district in variety of building types. A broader spectrum of retail, service, and office uses support the Bridge Street and Hydraulic Street Districts and ground floor residential is permitted. The form of this area is pedestrian-centered, but allows for more vehicular access and off-street parking options.

Van Emmo	on Street
Building Placement	
Build-to Zone	0' to 20'
Space Between Buildings	
Attached	0'
Detached	10'
Building Volume	
Maximum Building Height	60'
Maximum Stories	5
Minimum Ground Floor Height	12'
Typical Street Attributes	
Typical ROW Width	60'
Number of Travel Lanes	2
Lane Width	12'
Dedicated Turn Lanes	none
Parking Lanes	1 lane of parallel parking on each side of street; permeable paving 1 lane of parallel parking each side of street (intermittent planting on south side to accommodate parking)
Pavement Width	24' to 40'
Dedicated Bicycle Facilities	none
Pedestrian Realm	
Pedestrian Facilities	8' to 12' wide sidewalk
Street Buffer	1 lane of parallel parking on north side of street; street trees or 1 lane of parallel parking on south side of street

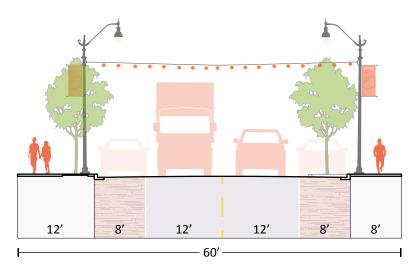


Figure 10-21-2C (1). Van Emmon Street (Long-term).

# 10-21-3 Uses

Districts					
S 1: Bridge Street	S 2: Hydraulic Street	S 3: Van Emmon Street	S 4: 'B' Street	S 5: 'B' Street - Residential	
teac	rv				

Districts				
S 1: Bridge Street	S 2: Hydraulic Street	S 3: Van Emmon Street	S 4: 'B' Street	S 5: 'B' Street - Residential
teac	YEV			

	Di	stric	ts	
S 1: Bridge Street	S 2: Hydraulic Street	S 3: Van Emmon Street	S 4: 'B' Street	S 5: 'B' Street - Residential

F	lesic	ler	ntial	&	Lodging	Uses	Categ	ory
_								

Residential Dwelling					
Hotel/Motel	•	•	•		
Bed & Breakfast Inn	•	•	0	0	0
Residential Care Facility				0	0
Senior Housing		0	0	0	0

# Civic & Institutional Uses Category

	9,	'			
Civic Offices & Services					
Library/Museum				0	0
Police & Fire	•	•	•		
Post Office (no distribution)			•		
Religious & Organization Assembly					
School: Public or Private	0	0	0	0	0
School: College	0	0	0	0	0

# **Retail & Service Uses Category**

Neighborhood Retail (<8,000 sf)		•			0
General Retail	•	0	•		
Neighborhood Service		•		0	0
General Service	•	•	•		
Recreation/Entertainment			•	0	
Automotive Services		0	0	0	
Food Services & Drinking Places		•			0

# Office & Industrial Uses Category

Infrastructure Uses Category					
Small-Scale Industry	•	•	•	•	
Office	$\bigcirc$				

## Infrastructure Uses Category

Open Space Uses Category					
Public Utility & Infrastructure		•		•	
Parking Structure	•	0	•	•	•
Parking Lot	•	0	•	0	0
Communication Antennae & Towers	0	0	0	0	0

Open Space	•	•	•	•	•

# **Accessory Uses**

Accessory Caca					
Alternative Energy Generation	•	•	•	•	•
Amphitheater		0		0	
Car Washes, Detail Shops, and/or Service Stations		0	0	0	
Drive Through Facility		0	0	0	
Home Occupation					
Outdoor Storage of Goods		•	•	•	
Outdoor Restaurant Dining					
Parking Lot (Accessory)	•	•	•	0	
Parking Structure (Accessory)	•	•	•		
Roadside Produce Stand/Vending		•		•	
Sidewalk Sales	•	•	•	$\circ$	$\circ$
Temporary Storage Containers		•	•	•	•
Mobile Food Vendors	•	0	•	•	•
Temporary Structures	•	0	•	•	•

# Key

- Permitted
  - Permitted in Upper Stories Only
- Permitted with Development Standards
- Requires Special Use Permit

# 10-21-3 Uses

### **B.** Permitted Use Table

See Table 10-21-3B (1) for a list of permitted and special uses.

### C. Use Requirements

- Residential and Lodging Uses. A category of uses that include several residence types.
  - (a) Refer to 10-2-3 for the following definitions.
    - . Residential.
    - ii. Bed & Breakfast Inn.
  - (b) Hotel/Motel. Refer to 10-2-3 for definition. In the districts where a hotel/motel requires development standards ("♥"), rooms shall be located in the upper stories. Lobbies and eating facilities shall be located on the ground floor.
  - (c) Residential Care Facility. A facility offering temporary or permanent lodging to the public consisting of an unlimited number of sleeping rooms with or without in-room kitchen facilities. Includes such uses as independent and assisted living facilities, nursing homes, residential care homes, and transitional treatment facilities. Assistance with daily activities may be provided for residents. Secondary service uses may also be provided, such as dining and meeting rooms. Rooms shall be accessed from the interior of the building. In the districts where this use requires a special use permit ("○"), refer to Section 10-21-1F for procedure and development standards.
  - (d) Senior Housing. In the districts where Senior Housing requires development standards ("••"), the following shall apply:
    - Housing shall be designed, constructed and operated in accordance with the Fair Housing Amendments Act.
    - ii. The Property shall comply with all applicable local, state, and federal regulations and copies of any applicable permits shall be provided to the Department prior to the issuance of a Certificate of Occupancy.
  - (e) Use Permits. When a use is listed as permitted with a Use Permit "\(\)," refer to Section 10-21-1F for procedure and development standards.
- Civic & Institutional Uses. A category of uses related to fulfilling the needs of day-to-day community life including assembly, public services, educational facilities, and hospitals.
  - (a) Civic Offices & Services. Any use that involves transactions between the City government and residents, property owners, or others doing business with the City or other activities related to the function of the municipality.
  - (b) Library/Museum. A structure open to the general public housing educational, cultural, artistic, or historic information, resources, and exhibits. May also include food service and a gift shop.
  - (c) Police & Fire. A facility providing public safety and emergency services; training facilities, locker rooms, and limited overnight accommodations may also be included. The facilities shall be housed in a permitted building, but shall have the following additional allowances:
    - i. Garage doors are permitted on the front facade.
    - ii. Exempt from maximum driveway widths.

- (d) Post Office. A publicly accessed facility for the selling of supplies and mail related products and the small scale collection and distribution of mail and packages. Large-scale postal sorting and distribution is not permitted.
- (e) Religious & Organization Assembly. Assembly Uses include Assembly Hall; Church, Temple, or Other Place of Worship; and Clubs.
- (f) Use Permits. When a use is listed as permitted with a Special Use Permit "O," refer to Section 10-21-1F for procedure and development standards.
- Retail & Service Uses. A category of uses that include several retail and service types. Refer to Section 10-2-3 for definitions.
  - (a) Neighborhood Retail. A use in this category occupies a space of less than 8,000 square feet. Neighborhood retail includes such uses as those listed in Table 10-21-3C (1).
    - i. When Neighborhood Retail is permitted with development standards "€", it is limited to 8,000 square feet
  - (b) General Retail. A use in this category includes all Neighborhood Retail uses occupying a space of greater than 8,000 square feet and such uses as those listed in Table 10-21-3C (1).
  - (c) Service Uses. A category of uses that provide patrons services and limited retail products related to those services. Visibility and accessibility are important to these uses, as most patrons do not utilize scheduled appointments.
  - (d) Neighborhood Service. A use in this category occupies a space of less than 8,000 square feet. Neighborhood service includes such uses as those listed in Table 10-21-3C (2).
    - When Neighborhood Service is permitted with development standards "€", it is limited to 6,000 square feet.
  - (e) General Service. A use in this category includes all Neighborhood Service uses occupying a space of greater than 8,000 square feet and such uses as those listed in Table 10-21-3C (2).
  - (f) Recreation/Entertainment. Refer to Table 10-21-3C (3).
  - (g) Automotive Services. Refer to Section 10-2-3 for definition. In the districts where this use requires a special use permit ("\(\tilde{}\)"), the following applies:
    - The use shall meet all of the requirements of the Building Type, refer to Section 10-21-4.
    - ii. Service doors shall all be located on the rear or interior side facade of the building.
    - iii. The showroom or retail space shall be located in the front storefront of the building and shall occupy a minimum of twenty percent (20%) of the gross floor area.
  - (h) Food Services & Drinking Places. Food Services & Drinking Places include only the following:
    - i. Full Service Restaurants
    - ii. Carry-out Food Service Stores
    - iii. Quick Service Restaurants
    - iv. Banquet Centers & Caterers
    - v. Drinking Places (Alcoholic Beverages)

- Brewpubs. A microbrewery that brews beer for both on and off-premise consumption, and may include a bar and/or restaurant.
- vii. Wine Establishments. A properly licensed business which sells wine only (not liquor or beer) for both on and offpremise consumption, as well as wine accessories and/ or merchandise.
- 4. Office & Industrial Uses. A category of uses for businesses that involve the transaction of affairs of a profession, service, industry, or government. Patrons of these businesses usually have set appointments or meeting times; the businesses do not typically rely on walk-in customers. Office uses include those listed in Table 10-21-3C (4), List of Typical Uses in Office Category.
  - (a) Office. Office uses include those listed in Table 10-21-3C (4), List of Typical Uses in Office Category.
  - (b) Small-Scale Industry. A use involving small scale manufacturing, production, assembly, and/or repair with little to no noxious by-products that includes a showroom or small retail outlet. Small-Scale Industry includes such uses as those found in Table 10-21-3C (5). List of Typical Uses in Cottage Industry Category. The following development standards apply:
    - This use may also include associated facilities such as offices and small scale warehousing, but distribution is limited to vans and small trucks. Distribution access shall be from the rear.
    - The maximum overall gross floor area is limited to 10,000 square feet, unless otherwise noted.
    - iii. The showroom or retail outlet shall be located in the front storefront of the building and shall occupy a minimum of twenty five percent (25%) of the gross floor area.

### 5. Infrastructure & Open Space Uses.

- (a) Communication Antennae & Towers. Refer to Section 10-18. Communication Antennae & Towers located within the right-of-way or on utility poles are premitted.
- (b) Parking Lot. A lot that does not contain a permitted building and is solely used for the parking of vehicles. In the districts where a parking lot requires a special use permit ("\(^\)"), the following applies:
  - Corner Lots. A corner lot shall not be used as a parking lot
  - Adjacent Parking Lots. Two (2) parking lots cannot be located directly adjacent to one another.
  - Single Family. Parking lot cannot be associated with a single family use.
  - iv. Distance. Parking lot must be within 1,300 feet of the principal entrance to the associated use unless:
    - At least seventy five percent (75%) of the spaces are dedicated for public use.
    - (ii) An approved joint parking agreement is in place.
  - Pedestrian Access. Must be connected to associated use by a dedicated, public pedestrian pathway.
  - vi. Commercial Vehicles. Parking lots for commercial

vehicles are not permitted in Downtown Overlay Districts.

- (c) Parking Structure. A parking structure on a lot that does not contain a permitted Building Type and is solely used for the parking of vehicles. In the districts where a parking lot requires a special use permit ("○"), the following applies:
  - Corner Lots. A corner lot shall not be used for a parking structure.
  - Adjacent Parking Lots. Two (2) parking facilities (lots or structures) cannot be located directly adjacent to one another.
  - iii. Primary Street. No facade of the Parking Structure shall be located on a Primary Street. Refer to Figure 10-21-2G (4). For Parking Structures located on a Primary Street, the Main Street Building Type shall be utilized, requiring occupation of the building in the front thirty (30) feet of the facade on any Primary Street.
  - iv. Distance. Parking lot must be within 1,300 feet of the principal entrance to the associated use unless:
    - At least seventy five percent (75%) of the spaces are dedicated for public use.
    - (ii) An approved parking agreement is in place (refer to Section 10-16).
  - Pedestrian Access. Must be connected to associated use by a dedicated, public pedestrianway.
  - Vi Commercial Vehicles. Parking structures for commercial vehicles are not permitted in these districts.
- (d) Utility and Infrastructure. A lot that is primarily utilized for the City's infrastructure needs. Utility and infrastructure includes such uses as electric or gas services, sewage treatment, water treatment and storage, and energy conversion systems.
- 6. Open Space Uses. A use of land for active or passive, public or private, outdoor space, including such uses as parks, plazas, greens, playgrounds, or community gardens. Open space uses may also be utilized to host temporary private or community events, such as a farmer's market or art fair. In the districts where open space is permitted with development standards ("¶"), the following apply:
  - Stormwater Accommodations. Open space that incorporates stormwater management on a site or district scale is encouraged.
    - Stormwater facilities shall be designed to accommodate additional uses, such as an amphitheater or a sports field.
    - Stormwater facilities shall be designed not to be fenced and shall not impede public use of the land they occupy.
  - ii. This use may involve small scale food and beverage service, no more than two hundred (200) square feet in space, located in a kiosk, with no service access.
  - Buildings located directly adjacent to an open space use shall treat facades facing this use with street facade requirements.
- Accessory Uses. A category of uses that are not permitted to serve as the principal use on a zoning lot. These uses are incidental to

# 10-21-3 Uses

and customary in connection with the principal building or use and located on the same lot with such principal building or use.

- (a) Alternative Energy Generation. Refer to Section 10-19. Alternative energy generation includes structures for solar, wind, and geothermal. The following development standards apply:
  - Roof or Building Mounted Solar panels are permitted with the following requirements:
    - (i) Panels mounted at the same angle of the roof or flush on the building facade are permitted on any roof or building face.
    - (ii) Panels projecting off the roof or building at a different angle are limited to the rear and side facing roofs, unless solar access is limited in these locations.
    - (iii) Panels shall not extend more than ten (10) feet at maximum pitch/tilt above the surface of the roof to which they are attached. On pitched roofs, panels shall not extend more than three (3) feet.
  - ii. Roof Mounted Small Wind Energy Systems are permitted with the following requirements:
    - Maximum rated capacity of five kW is permitted per turbine.
    - (ii) One turbine is permitted for each seven hundred and fifty (750) square feet of roof area.
    - (iii) Maximum height is fifteen (15) feet above the surface of the roof.
  - iii. Geothermal Energy is permitted in any yard with the following requirements:
    - (i) Any related above ground structure shall be located in a side or rear yard with a maximum height of ten (10) feet, subject to all requirements of the Building Type.
- (b) Amphitheater. Refer to Section 10-2-3 for definition. In the districts where an amphitheater is permitted with a special use permit "\( \)," the following apply:
  - Location. The amphitheater shall be located within an Open Space District (refer to Section 10-10).
  - ii. The hours of operation shall be posted and limited to the hours of 8:00 a.m. to 11:00 p.m.
- (c) Car Washes, Detail Shops and/or Service Stations. Refer to Section 10-2-3 for definitions. In the districts where car washes, detail shops and/or service stations are permitted with a special use permit ("\( \)"), the following apply:
  - Location. Use must be located inside a parking garage and not visible from the exterior of the parking garage.
- (d) Drive-through Facility. In the districts where drive-through structures are permitted with development standards ("●"), the following applies. Refer to Figure 10-21-3C (1) for one illustration of the following requirements.
  - Structure/Canopy. Drive-through structures or canopies shall be located on the rear facade of the building or in the rear of the lot behind the building, where permitted by use. The structure shall not be visible from any Primary Street.

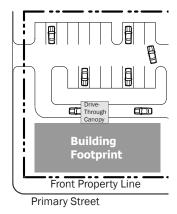


Figure 10-21-3C (1). Recommended drive-through Facility layout.

- Stacking Lanes. Stacking lanes shall be located perpendicular to the Primary Street or behind the building.
- The canopy and structure shall be constructed of the same materials utilized on the building.
- (e) Home Occupation. An occupational use that is clearly subordinate to the principal use as a residence and does not require any alteration to the exterior of a building.
- (f) Outdoor Storage of Goods.
  - i. Commercial Uses. This use includes outdoor storage of goods not typically housed or sold indoors, such as large scale materials and building and landscape supplies. In the districts where Outdoor Storage of Goods is permitted with development standards ("●"), the following apply:
    - (i) Loose materials shall not be stacked higher than six(6) feet.
    - (ii) Loose materials shall at a minimum be stored in a three sided shelter and shall be covered.
    - (iii) Materials shall be set back a minimum of ten (10) feet from any property line.
    - (iv) Materials shall not be located on required parking spaces or associated drive aisles.
    - (v) All outdoor storage areas shall be screened from view of adjacent parcels and vehicular rights-of-way using the Side or Rear Buffer.
  - ii. Residential Uses. This use includes temporary storage of personal or household goods in personal on demand storage (PODS) containers. In the districts where outdoor storage of goods is permitted with development standards ("●"), the following development standards apply:
    - One (1) storage container can be located on a lot at a time.
    - (ii) On site storage of a container is permitted for up to two (2) months per year.
    - (iii) Containers shall not be located in the Front Yard, but permitted on a driveway.
- (g) Outdoor Restaurant Dining. Commercial outdoor dining, serviced by an adjacent service use, and permitted in any

- yard. When in a side yard along the front Lot Line, the Patio Frontage buffer is required.
- (h) Parking Lot. An uncovered paved surface used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking lot locations are regulated by Building Type. Refer to Section 10-21-4.
- (i) Parking Structure. A structure used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking Structures within the buildings are regulated per Building Type. Refer to Section 10-21-4.
- Roadside Produce Stand or Vending. Refer to Section 10-21-1 for definition.
- (k) Sidewalk Sales. A temporary outdoor sale of merchandise by retail businesses, typically occurring on the sidewalk within the public right-of-way for a limited period of time. In the districts where a Sidewalk Sale is permitted with development standards "
  ," the following apply:
  - i. A minimum of four (4) feet of the sidewalk must remain available for passing pedestrians.
  - Sidewalk Sales are permitted for up to three (3) days no more than six (6) times per calendar year.
  - iii. Merchandise must be stored inside the building during non-business hours.
  - Merchandise sold shall either be regularly carried within the store, or have been regularly carried within the store in the past year.
- (I) Temporary Storage Containers. Outdoor storage of personal or retail stock materials on a temporary basis within a portable storage container. When a Temporary Outdoor Storage use is permitted with development standards "

  "," the following apply.
  - One (1) storage container may be located on a lot at a time
  - On site storage of a container is permitted for up to two
     (2) weeks; up to four (4) weeks is permtted with approval of the Director.
  - iii. The container shall be located in the rear yard, screened by the building from any primary or secondary street.
- (m) Mobile Food Vendors. A motorized or towed wheeled vehicle that is designed and equipped to sell food. Shall include both "hot trucks" upon which food is cooked and prepared for vending, and "cold trucks" from which only ready to eat or packaged foods are handled. Refer to Section 10-3-14.

# 10-21-3 Uses

# **Neighborhood Retail**

(less than 8,000 square feet)

Antique Shop

Art & Education Supplies

Art Gallery

Bakery, Retail

Bicycle Sales & Repair

Book, Magazine, & Newspaper Store

Camera & Photo Supply Store

Candy Store

China & Glassware Shop

Clothing & Clothing Accessories

Coffee Shop

Computer Software Sales

Delicatessen

Electronic Sales & Service

Fabric & Craft Store

Florist

Garden Center/Plant Nursery

Gift, Novelty, & Souvenir Shop

Hardware Store

Hobby Shop

Jewelry Sales & Repair

Luggage & Leather Goods

Microbreweries, Microwineries

Music Store & Instruction

Musical Instrument Repair & Sales

Office Supply

**Optical Goods** 

Paint & Wallpaper

Party Supply Shop

Pet & Pet Supply

Specialty Food Market (Butcher,

Fish Market, Produce, etc.), with no

alcohol sales

Sporting Goods Sales & Rental

Stationary & Paper Store

Toy Shop

Video/Game Sales

Wine Establishment (no liquor/beer)

# **General Retail**

All Neighborhood Retail (over 8,000

square feet) Appliance Sales & Service Department Store

Drug Store/Pharmacy Furniture & Home Furnishings

General Merchandise Stores

**Grocery Store** Medical Supply Store

Used Merchandise Stores (not

including books, clothing &

All Neighborhood Services (over

**Bowling Alley** 

8,000 square feet)

antiques)

### Recreation/Entertainment

Billiard Parlor

Boat Sales & Rental

**Boat Storage** Indoor Playground

Indoor Shooting Gallery/ Gun Range

Outdoor Music Venue

Railroad Passenger Station

Skating Rink

Stadium

Swiming Pool

Table 10-21-3C (3). List of Typical Uses in Recreation/Entertainment Category

### Office

Architecture/Engineering/Design Broadcasting & Telecommunications Studio

Building Contractor (office only) Business Consulting

Charitable Institutions

Clinic

Computer Programming & Support

Detective Services

Educational Services (tutor & testing)

**Employment Agency** Financial & Insurance

**Government Offices** 

Legal Services

Management Services

Medical & Dental with Laboratory

Motion Picture & Sound Recording Studio

PR & Advertising **Professional Services** Property Development Real Estate Research & Development Research Agency Surveying

Tax Services

Table 10-21-3C (4). List of Typical Uses in Office Category.

### Table 10-21-3C (1). List of Typical Uses in Retail Category. **Neighborhood Service General Service**

(less than 8,000 square feet)

Amusement Arcade

Barber Shop & Beauty Salon

Catering/Carry-Out & Delivery

Communication Service **Childcare Centers** 

Dance/Fitness Studio

Dry Cleaning & Laundry

Emergency Care Clinic

Framing

Health & Fitness Center Home Furniture & Equipment Repair

Locksmith

Mailing Services

Massage Establishments

Nail Salon & Specialty Body

Pet Grooming

Photocopying & Printing

Photography Studio & Supplies

Physical Therapy/Physical

Rehabilitation

Repair of Small Goods & Electronics

Restaurant/Bar

Services (Spa)

Shoe Repair Tailor & Seamstress

Theater

Travel Agency, Ticketing & Tour Operator

Veterinarian (no outdoor training,

boarding or kennels)

Table 10-21-3C (2). List of Typical Uses in Service Category.

# **Small-Scale Industry**

Apparel & Finished Fabric Products

**Bakery & Confections** 

Beverages, including Beer, Wine,

Coffee

**Botanical Products Brooms & Brushes** 

Canning & Preserving Food

Dairy Products **Electrical Fixtures** 

Engraving

Fabricated Metal Products

Film Making

Furniture & Fixtures

Glass

Jewelry, Watches, Clocks, &

Silverware

Leather Products

Microbreweries, Microwineries Musical Instruments & Parts

Pottery, Ceramics, & Related

**Products** 

Research Laboratory

Shoes & Boots Signs & Advertising

Smithing

Taxidermy Toys & Athletic Goods

Upholstery Woodworking

Table 10-21-3C (5). List of Typical Uses in Small-Scale Industry Category.

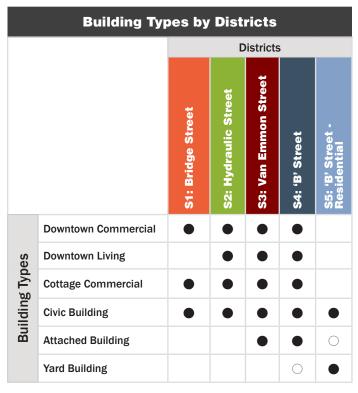
# 4.0 Building Types

### A. Introduction to Building Type Standards

The buildings detailed in this section outline the Building Types permitted for new construction and renovated structures within the Districts defined in Section 10-21-2.

- General. All Building Types shall meet the following requirements to achieve the intents defined for the districts.
  - (a) Zoning Districts. Each Building Type shall be constructed only within its designated districts. Refer to Table 10-21-4A (1)
     Permitted Building Types by Districts.
  - (b) Uses. Each Building Type can house a variety of uses depending on the district in which it is located. Refer to 15.3 for uses permitted per district. Some Building Types have additional limitations on permitted uses.
  - (c) No Other Building Types. All buildings constructed shall meet the standards of one of the Building Types within the zoning district of the lot.
  - (d) Permanent Structures. All buildings constructed shall be permanent construction without a chassis, hitch, or wheels, or other features that would make the structure mobile, unless otherwise noted.
  - (e) Accessory Structures.
    - i. Attached accessory structures are considered part of the

- principal structure.
- ii. Detached accessory structures are allowed per each Building Type and shall comply with all setbacks except the following:
  - Detached accessory structures are not permitted in the front yard.
  - (ii) Detached accessory structures shall be located behind the principal structure in the rear yard.
  - (iii) Detached accessory structures shall not exceed the height or size (area) of the principal structure.
- Page Layout. Document pages are laid out to provide the maximum amount of information for each building type on one spread of two pages. Refer to Figure 10-21-4A (1) for a typical Building Type layout page.
  - (a) Tables. Refer to Section 10-21-4B for further information on each Table.
  - (b) Graphics typically represent one example of a building that could be developed utilizing the standards for that building type. Graphics are provided to illustrate general intent. In all cases, tables and text supercede graphic representations.



# C. Downtown Commercial Building

 Description & Intent. The Downtown Commercial Building is a building located at the front and corner property lines allowing easy access to passing pedestrians. Parking may be provided in the rear of the lot, internally in the building, or, in some cases, no off-street parking is required.

Storefronts with large amounts of transparency and regularly spaced entrances off the street are utilized on the ground floor front facade. Ground floor uses are limited to those with high levels of pedestrian activity, such as retail, service, and office uses, with additional commercial, office, and/or residential uses in the upper stories.

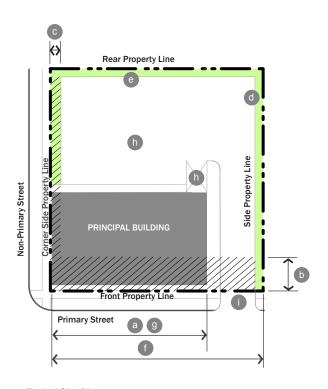
 Regulations. Regulations for the Downtown Commercial Building Type are defined in the adjacent table.

### Notes:

- <sup>1</sup> Each building shall meet all requirements of the Building Type.
- <sup>2</sup> A max. six (6) foot gap is allowed if it serves as a walkable passage.
- <sup>3</sup> If located adjacent to flood hazard area, refer to requirements of the Yorkville Stormwater Ordinance No. 2012-56. Refer to FEMA National Flood Hazard Layer FIRMette maps for all flood hazard areas.
- <sup>4</sup> Maximum Impervious Coverage shall be applied only to all non-flood hazard areas. Refer to FEMA National Flood Hazard Layer FIRMette maps for all flood hazard areas.
- <sup>5</sup> Lots wider than one hundred (100) feet are permitted one double-loaded aisle of parking (maximum width of seventy (70) feet), located perpendicular to the front lot line and shall meet a Front Lot Line Coverage of sixty percent (60%).
- <sup>6</sup> Eighteen (18) feet or more in height counts as two (2) stories towards maximum building height.
- <sup>7</sup> Corner Clearance: No building, structures or landscaping which obstructs vision on any corner lot between a height of two (2) feet and ten (10) feet above the finished grade of either street within a twenty-five (25) foot triangle formed by the intervening street lines are permitted.

	Permitted	Districts	
S 1:	S 2:	S 3:	S 4:
Bridge	Hydraulic	Van Emmon	'B'
Street	Street	Street	Street

		Bridge Street	Hydraulic Street	Van Emmon Street	'B' Street
	(a) Building Siting Refer to Figures 10	-21-4C (1) and 10-21-	4C-(2)		
	Multiple Principal Buildings	Permitted <sup>1</sup>			
а	Minimum Front Lot Line Coverage	100% 2	75%	90% 2	65%
	Occupation of Corner	Required <sup>7</sup>			
b	Front Build-to Zone	0' to 5'			0' to 10'
C	Corner Build-to Zone	0' to 5'	0' to 10'		
d	Minimum Side Yard Setback	0'; 5' if adjacent to Type	other Building	5'	
е	Minimum Rear Yard Setback	5'; 25' if located ad	jacent to residenti	ial <sup>3</sup>	
f g	Minimum Lot Width Maximum Building Width	none none	16' none		
	Maximum Impervious Coverage Additional Semi-Pervious Coverage	95% <sup>4</sup> 5%	80% <sup>4</sup> 20%		
h	Parking & Loading Location	Rear yard; existing developed sites require no add'l parking and/or loading facilities			
	Entry for Parking within Building	Rear & Side Facade	es		All Sides
•	Vehicular Access	none  Alley; if no alley exists, 1 driveway per every 80' of frontage is permitted off non-Primary street; no side street, 1 driveway permitted off Primary Street; shared access is encouraged.			imary street; if ed off Primary
	(b) Height Refer to Figure 10-21-4C (3)				
1	Minimum Overall Height	2 stories	1 story		
k	Maximum Overall Height	6 stories (with min. 3' setback at 3 stories)  4 stories			
0	Ground Story: Minimum Height Maximum Height	14' 24' <sup>6</sup>	12' 24' <sup>6</sup>	14' 24' <sup>6</sup>	12' 24' <sup>6</sup>
	Upper Stories: Minimum Height Maximum Height	9' 14'			
	(c) Uses Refer to Figure 10-21-4C (3)				
0	Ground Story	Per Section 10-21-3 Uses; residential permitted provided that it is located at least 20' from the front primary facade			
0	Upper Story	Per Section 10-21-3 Uses			
p	Parking within Building	Permitted fully in ar	ny basement and i	n rear of all floors	3
q	Occupied Space	20' deep on all full	height floors from	the front facade	
	(d) Street Facade Requirements Refer to Figure 15.4C (4)				
•	Minimum Ground Story Transparency Measured between 2' and 8' above grade	50%			30%
S	Minimum Upper Story Transparency Street-Facing Stories	20%		15%	
•	Front Facade Entrance Type	Storefront, Elevated hazard areas per Se			
U	Principal Entrance Location	Front or Corner Fac	ades		
	Number of Street Entrances	Minimum 1 for every 30' or less of facade	Minimum 1 for e	very 50' or less	Minimum 1 for every 80' or less of facade
	Ground Story Vertical Divisions	One per every 20-4	0' of facade width		
	Horizontal Facade Divisions	Within 3' of top of g the bottom of any fi		Within 3' of top	of ground story
	Facade Variety Required Refer to 10-21-4B(4)(h) for requirements.	Every 40' of facade	width	Every 50' of fac	ade width
	(e) Roof Type Requirements Re	efer to Figure 10-21-40	C (4)		
V	Permitted Roof Types	Parapet, Pitched, Fl			
	Tower	Permitted			



Typical Site Plan.

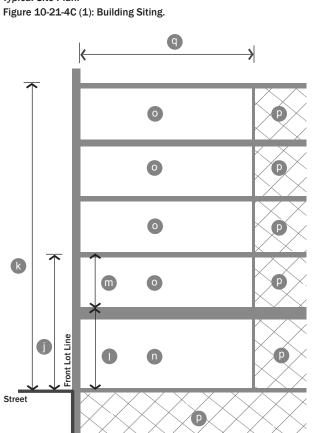
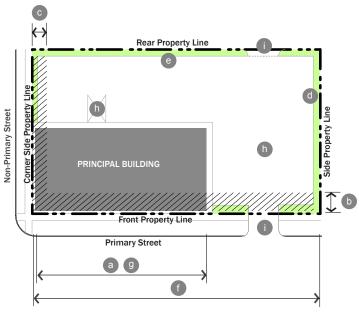


Figure 10-21-4C (3): Height & Use Requirements.



Site Plan with side parking (\$ 2 and \$4 only). Figure 10-21-4C (2): Building Siting.

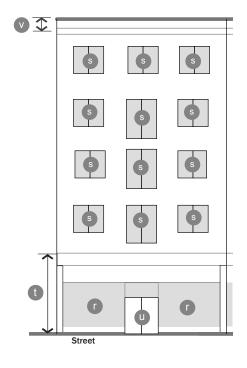


Figure 10-21-4C (4): Street Facade Requirements.

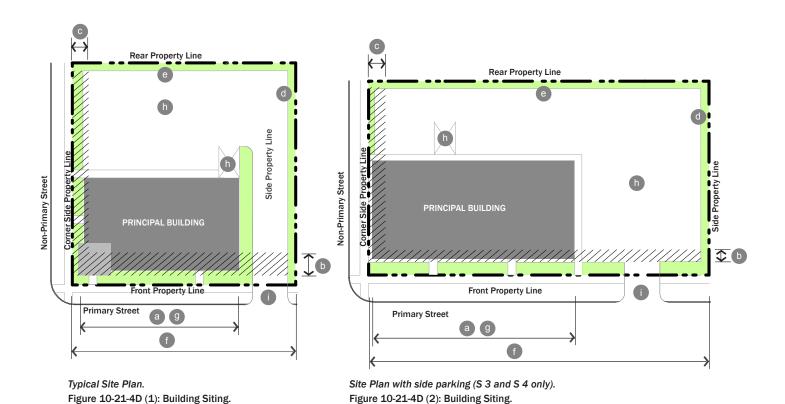
### D. Downtown Living Building

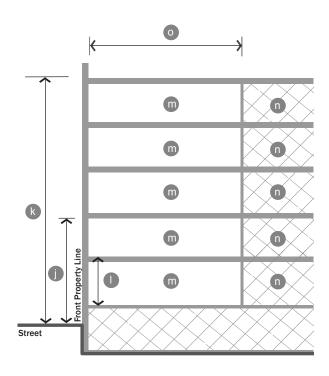
- Description & Intent. The Downtown Living Building Type is limited in terms of uses by the district within which it is located, generally housing office and/or residential uses. Similar to the Downtown Commercial Building, the Downtown Living building is intended to be built close to the front and corner property lines, but generally allows for more landscape space between the building and the street. Parking may be provided in the rear of the lot, internally in the building, or, in some cases, one double loaded aisle of parking is permitted in the interior or the side yard at the front lot line.
- Regulations. Regulations for the Downtown Living Building Type are defined in the adjacent table.

# Notes:

- <sup>1</sup> Each building shall meet all requirements of the Building Type.
- <sup>2</sup> If located adjacent to flood hazard area, refer to requirements of the Yorkville Stormwater Ordinance No. 2012-56. Refer to FEMA National Flood Hazard Layer FIRMette maps for all flood hazard areas.
- <sup>3</sup> Maximum Impervious Coverage shall be applied only to all non-flood hazard areas. Refer to FEMA National Flood Hazard Layer FIRMette maps for all flood hazard areas.
- <sup>4</sup> Lots wider than one hundred (100) feet are permitted one double-loaded aisle of parking (maximum width of seventy (70) feet), located perpendicular to the front lot line and shall meet a Front Lot Line Coverage of sixty percent (60%).
- <sup>5</sup> Corner Clearance: No building, structures or landscaping which obstructs vision on any corner lot between a height of two (2) feet and ten (10) feet above the finished grade of either street within a twenty-five (25) foot triangle formed by the intervening street lines are permitted.

		Permitted Districts		
		S 2: Hydraulic Street	S 3: Van Emmon Street	S 4: 'B' Street
	(a) Building Siting Refer to Figures 10	-21-4D (1) and 10	-21-4D (2)	
	Multiple Principal Buildings	Permitted <sup>1</sup>		
а	Minimum Front Lot Line Coverage	75%		50%
	Occupation of Corner	Required <sup>5</sup>		
b	Front Build-to Zone	5' to 15'		5' to 20'
С	Corner Build-to Zone	0' to 10'		5' to 20'
d	Minimum Side Yard Setback	5'		10'
е	Minimum Rear Yard Setback	5'; 25' if located	d adjacent to res	sidential <sup>2</sup>
_	Minimum Lot Width Maximum Building Width	16' none		
	Maximum Impervious Coverage Additional Semi-Pervious Coverage	65% <sup>3</sup> 20%	75% <sup>3</sup> 20%	65% <sup>3</sup> 20%
h	Parking & Loading Location	Rear yard 4, Side	e Yard	
	Entry for Parking within Building	Rear & Side Fac	cades	
•	Vehicular Access	80' of frontage street; if no side	exists, 1 drivew is permitted off e street, 1 drivev et; shared acce	non-Primary vay permitted
	(b) Height Refer to Figure 10-21-4D (3)			
0	Minimum Overall Height	1 story		
k	Maximum Overall Height	4 stories		
0	All Stories: Minimum Height Maximum Height	9' 14'		
	(c) Uses Refer to Figure 10-21-4D (3).			
0	All Stories	Per Section 10-21-3 Uses; residential dwelling allowed provided that it is located at least 20' from the front primary facade		
n	Parking within Building	Permitted fully in any basement and in rear of all floors		
0	Occupied Space	20' deep on all facade	full height floors	s from the front
	(d) Street Facade Requirement	ts Refer to Figur	re 10-21-4D (4).	
p	Minimum Transparency Per each Story	20%		
q	Front Facade Entrance Type	Stoop, Porch		
•	Principal Entrance Location	Front facade or	corner facade	
	Number of Street Entrances	Minimum 1 for	every 100' or les	ss of facade
	<b>Ground Story Vertical Divisions</b>	Every 60' of fac	ade width	
	Horizontal Facade Divisions	Within 3' of the any visible base	top of the grour ement	nd story and
	Facade Variety Required Refer to 10-21-4B(4)(h) for requirements.	Every 50' of fac	ade width	
	(e) Roof Type Requirements Re	fer to Figure 10-2:	1-4D (4)	
S	Permitted Roof Types	Parapet, pitche	d, flat	
1	Tower	Permitted		





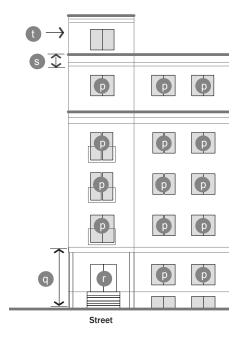


Figure 10-21-4D (3): Height & Use Requirements.

Figure 10-21-4D (4): Street Facade Requirements.

### E. Cottage Commercial Building

Description & Intent. The Cottage
 Commercial Building combines
 characteristics of the Downtown
 Commercial Building Type with physical
 characteristics of a residential cottage,
 such as a pitched roof and a front stoop
 or porch.

This lower-scale building has a pedestrian-friendly storefront, stoop, or porch entrance type with moderate transparency and a primary entrance that faces the street. Constructed with Setbacks similar to a residential cottage, this building typically has more landscape area than the Downtown Commercial Building Types. Parking is permitted in the rear of the lot or a side aisle (with conditions).

The Cottage Commercial Building may contain a mix of uses, including retail, service, and office uses on the ground floor, with residential uses on upper floors.

 Regulations. Regulations for the Cottage Commercial building type are defined in the adjacent table.

### Notes:

- <sup>1</sup> Each building shall meet all requirements of the Building Type.
- <sup>2</sup> If located adjacent to flood hazard area, refer to requirements of the Yorkville Stormwater Ordinance No. 2012-56. Refer to FEMA National Flood Hazard Layer FIRMette maps for all flood hazard areas.
- <sup>3</sup> Maximum Impervious Coverage shall be applied only to all non-flood hazard areas. Refer to FEMA National Flood Hazard Layer FIRMette maps for all flood hazard areas.
- <sup>4</sup> Lots wider than eighty (80) feet are permitted one single-loaded aisle of parking (maximum width of forty (40) feet), located perpendicular to the front lot line, and shall meet a Front Lot Line Coverage of fifty percent (50%).
- <sup>5</sup> Attached garages are considered part of the principal building and shall meet all setbacks. Detached garages shall meet all setbacks unless an alley is present. When an alley is present, detached garages shall have a minimum rear setback of five (5) feet.
- <sup>6</sup> Corner Clearance: No building, structures or landscaping which obstructs vision on any corner lot between a height of two (2) feet and ten (10) feet above the finished grade of either street within a twenty-five (25) foot triangle formed by the intervening street lines are permitted.

	Permitted Districts			
	S 1: Bridge Street	S 2: Hydraulic Street	S 3: Van Emmon Street	S 4: 'B' Street
(a) Building Siting Refer to Figure 10	D-21-4E (1)			
Multiple Principal Buildings	Refer to District S	treet Details		
Minimum Front Lot Line Coverage	60%	50%		40%
Occupation of Corner	Required <sup>6</sup>			
<b>b</b> Front Build-to Zone	5' to 10'	5' to 20'		
© Corner Build-to Zone	5' to 10'	5' to 25'		5' to 15'
Minimum Side Yard Setback	10'	15'		
Minimum Rear Yard Setback	25' 2			
Minimum Lot Width Maximum Building Width	25' 50'			
Maximum Impervious Coverage Additional Semi-Pervious Coverage	70% <sup>3</sup> 15%		60% <sup>3</sup> 15%	
Parking & Loading Location	Rear yard; attach	ed garages acc	ess off rear fac	ade only. <sup>4,5</sup>
Entry for Parking within Building	Not Permitted on	Primary Street		
Vehicular Access	Alley; if no alley exists, 1 driveway permitted off non-Primary street; if no side street, 1 driveway permitted off Primary Street; shared access is encouraged.			
(b) <b>Height</b> Refer to Figure 10-21-4E (2)				
Minimum Overall Height	none			
Maximum Overall Height	3.5 stories			
Minimum Ground Story Height	10'			
(c) Uses Refer to Figure 10-21-4E (2)				
m Ground Story	Per Section 10-21-3 Uses			
Upper Stories	Per Section 10-21	L-3 Uses		
Parking within Building	Not Permitted on	•		
Occupied Space	20' deep on all fu		from the front f	acade
(d) Street Facade Requireme	ents Refer to Figur	e 10-21-4E (3)		
Minimum Ground Story Transparency Measured between 2' and 8' above grade	40%	30%		
Minimum Transparency Upper Stories	15%			
Blank Wall Limitations	Required per floo	r		
s Front Facade Entrance Type		s per Section 2	L8 of the City's (	only on parcels in Code of Ordinances;
Principal Entrance Location	Front or corner s	ide facade		
Number of Street Entrances	Minimum 1 per B	uilding		
<b>Ground Story Vertical Divisions</b>	Not required			
Horizontal Facade Divisions	Within 3' of the to	op of any visible	e basement	
Facade Variety Required Refer to 10-21-4B(4)(h) for requirements.	Between adjacent buildings			
(e) Roof Type Requirements	Refer to Figure 10-2:	L-4E (3)		
Permitted Roof Types	Pitched			
Tower	Permitted			

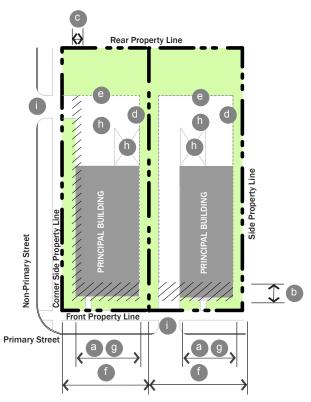
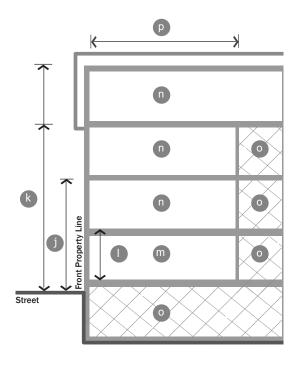


Figure 10-21-4E (1). Building Siting.



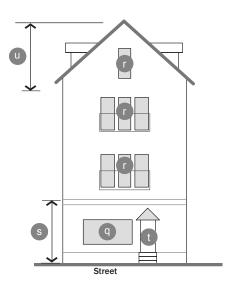


Figure 10-21-4E (2) Height & Use Requirements.

Figure 10-21-4E (3). Street Facade Requirements.

# F. Civic Building

- 1. Description & Intent. The Civic
  Building Type is a more flexible
  Building Type intended only for civic
  and institutional types of uses.
  These buildings are distinctive
  within the community fabric created
  by the other Building Types. Parking
  is limited to the rear in most cases.
  The maximum heights of this
  Building Type depend on the district
  within which it is located.
- Regulations. Regulations for the Civic Building Type are defined in the adjacent table.

### Notes:

- <sup>1</sup> If located adjacent to flood hazard area, refer to requirements of the Yorkville Stormwater Ordinance No. 2012-56. Refer to FEMA National Flood Hazard Layer FIRMette maps for all flood hazard areas.
- <sup>2</sup> Maximum Impervious Coverage shall be applied only to all non-flood hazard areas. Refer to FEMA National Flood Hazard Layer FIRMette maps for all flood hazard areas.
- <sup>3</sup> Lots wider than one hundred (100) feet are permitted one double-loaded aisle of parking (maximum width of seventy (70) feet), located perpendicular to the front lot line.
- <sup>4</sup> Eighteen (18) feet or more in height counts as two (2) stories towards maximum building height.
- <sup>5</sup> Corner Clearance: No building, structures or landscaping which obstructs vision on any corner lot between a height of two (2) feet and ten (10) feet above the finished grade of either street within a twenty-five (25) foot triangle formed by the intervening street lines are permitted.

		Permitted Districts				
		S 1: Bridge Street	S 2: Hydraulic Street	S 3: Van Emmon Street	S 4: 'B' Street	S 5: 'B' Street Residential
	(a) Building Siting Refer to Figure 1	.0-21-4F (1)				
	Multiple Principal Buildings		Refer to	District Street	t Details	
	Minimum Front Lot Line Coverage		Refer to	District Street	Details	
	Occupation of Corner		ı	Required 5		
a	Front Build-to Zone	0' to 10'		0' to	15'	
<b>b</b>	Corner Build-to Zone					
<u>C</u>	Minimum Side Yard Setback	5'		10'		
d			ted adjacent t	o residential <sup>1</sup>	0.1	
Е	Minimum Lot Width Maximum Building Width	16' none			0' one	
	Maximum Impervious Coverage Additional Semi-Pervious Coverage	70% <sup>2</sup> 20%		70% <sup>2</sup> 10%		50% <sup>2</sup> 20%
•	Parking & Loading Location	Rear yard <sup>3</sup>				
	Entry for Parking within Building	Rear & Side F	acades			
g	Vehicular Access	Alley	Alley; if no a street fronta	lley exists, 1 dr ge	iveway is pern	nitted per
	(b) Height Refer to Figure 10-21-4F (2)					
h	Minimum Overall Height	1 story				
•	Maximum Overall Height	6 stories (with min. 3' setback at 3 stories)  4 stories 3 stories		3 stories		
•	Ground Story: Minimum Height Maximum Height	14' 24' <sup>4</sup>	12' 24' <sup>4</sup>	14' 24' <sup>4</sup>	12' 24' <sup>4</sup>	12' 18' <sup>4</sup>
k	Upper Stories: Minimum Height Maximum Height	9' 14' 9' 12'				
	(c) Uses Refer to Figure 10-21-4F(2)					
0	All Stories	Limited to uses in the Civic category and Entertainment Uses by Special Use. Refer to 15.3 Uses.				
<b>m</b>	Parking within Building	Permitted full	y in any basei	ment and in rea	ar of all floors	
	Occupied Space	30' deep on a	all full height f	loors from the	front facade	
	(d) Street Facade Requireme	ents Refer to	Figure 10-21-4	4F (3)		
0	Minimum Transparency Per each Story	12%				
	Blank Wall Limitations	None				
p	Front Facade Entrance Type	None require	d			
q	Principal Entrance Location	Front or corne	er Facade			
	Number of Street Entrances	1 per each 15	50' of front fa	cade		
	Ground Story Vertical Divisions	none required	d			
	Horizontal Facade Divisions	none required	d			
	Facade Variety Required Refer to 10-21-4B(4)(h) for requirements.	none required	t			
	(e) Roof Type Requirements	Refer to Figure	10-21-4F (3)			
•	Permitted Roof Types	Parapet, Pitch 10-21-4J	ned, Flat, Othe	er Roofs with a	pproval per	Pitched
S	Tower	Permitted				

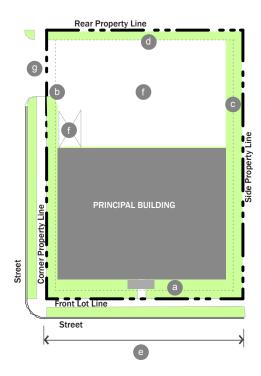
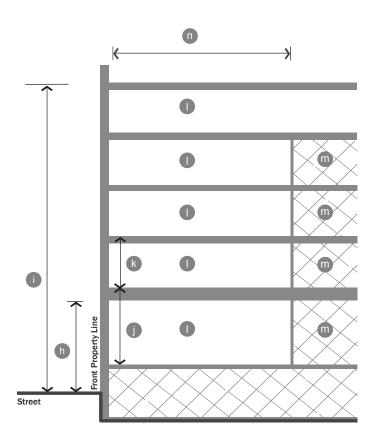


Figure 10-21-4F (1). Building Siting.



S Street

Figure 10-21-4F (2). Height & Use Requirements.

Figure 10-21-4F (3). Street Facade Requirements.



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2020-11 and EDC 2020-54

	Agenda Item Sum	mary Memo				
<b>Title:</b> PZC 2020-11	Title: PZC 2020-11 Kendall Marketplace Lot 52 Phase 2 & 3 Final Plat of Resubdivision					
<b>Meeting and Date:</b>	City Council – February 9, 202	21				
Synopsis: Proposed	d Plat of Resubdivision of Lot 52	2 Phase 2 & 3 in the Kendall Marketplace				
Develop	oment					
Council Action Pre	viously Taken:					
Date of Action: N/A	Action Taken:	N/A				
Item Number: N/A	1					
Type of Vote Requ	ired: Majority					
Council Action Rec	quested: Vote					
Submitted by:	Jason Engberg, AICP	Community Development				
	Name	Department				
	Agenda Item	Notes:				
See attached memo	. Informational Item.					



# Memorandum

To: City Council

From: Jason Engberg, Senior Planner CC: Bart Olson, City Administrator

Krysti Barksdale-Noble, Community Development Director

Date: February 1, 2021

Subject: PZC 2020-11 Kendall Marketplace Lot 52 Phase 2 & 3 Final

**Plat Authorization** 

# **REQUEST SUMMARY:**

The petitioner, Luz M. Padilla, Abby Properties, LLC is seeking Final Plat approval for an approximately 20.7-acre site consisting of 72 lots for single-family attached dwelling units and 2 lots for open space and a future phase of development. The properties being subdivided are Phases 2 and 3 of the Kendall Marketplace Townhome Development. Phase 1 of the development was subdivided into 48 lots for single-family attached dwelling units in May 2020. The petitioner is only requesting final plat approval for these two phases and plans on subdividing Phase 4 at a later date.

Per Article II of the Development Agreement (Ord. 2006-125) for Kendall Marketplace, the development of the property must be generally pursuant to the Conceptual Plans attached to that document (attached). The proposed Final Plat of Resubdivision keeps with the intent of the original concept plan for the townhome portion of the development.

Engineering staff (EEI) provided the petitioner with their comments on the final plat submission. There have been two rounds of comments and revisions between EEI and the petitioner (see attached). The most current final plat is dated as last revised on January 6, 2021.

# PLANNING & ZONING COMMISSION:

The Planning and Zoning Commission reviewed the request for final plat approval at a meeting held on January 13, 2021 and made the following action on the motion below:

In consideration of the proposed Final Plat of Subdivision for the Kendall Marketplace Development Lot 52, Phases 2 and 3, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised January 6, 2021.

# Action Item:

Horaz-yes, Marcum-yes, Millen-yes, Olson-yes, Vinyard-yes, Williams-yes. 6 ayes; 0 no

# **ATTACHMENTS:**

- 1. Draft Ordinance
- 2. Petitioner Applications
- 3. Legal Description
- 4. Lot 52 Final Plat (January 6, 2021)
- 5. Kendall Marketplace Phasing Exhibit
- 6. Planning Zoning Commission Memorandum
- 7. EEI Comments
- 8. HR Green Response Comments

STATE OF ILLINOIS	)	
	)	SS
COUNTY OF KENDALL	)	

# ORDINANCE NO. 2021-

# AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FINAL PLAT OF KENDALL MARKETPLACE LOT 52 PHASE 2 & 3 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, Luz M. Padilla, Abby Property, LLC. (the "Petitioner") has filed an application and petition for approval of the Final Plat of Kendall Marketplace Lot 52 Phase 2 and 3 Resubdivision of property generally located west of High Ridge Lane and immediately South of Blackberry Shore Lane; and,

WHEREAS, the Planning and Zoning Commission convened and held a public meeting on January 13, 2021, to consider the Final Plat of Kendall Marketplace Lot 52 Phase 2 and 3 Resubdivision; and,

WHEREAS, the Planning and Zoning Commission reviewed the approved Kendall Marketplace conceptual plan adopted in Ordinance 2006-125 to ensure plat is generally pursuant; 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 Kendall Marketplace Lot 52 Phase 2 and 3 Resubdivision.

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

**Section 1**: The above recitals are incorporated herein and made a part of this Ordinance.

- **Section 2:** That the Corporate Authorities hereby approve the Final Plat of Kendall Marketplace Lot 52 Phase 2 and 3 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 Kendall Marketplace Lot 52 Phases 2 and 3 Resubdivision as prepared by HR Green, Aurora, Illinois, dated last revised January 6, 2021 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.
- **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 Kendall Marketplace Lot 52 Phase 2 and 3 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 Cour	ncil of the United City of Yorkville, Kendall Count	ty, Illinois this
day of	, A.D. 2021.	
	CITY CLERK	
KEN KOCH _	DAN TRANSIER	
JACKIE MILSCHEWSKI	ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER _	JOEL FRIEDERS	
SEAVER TARULIS _	JASON PETERSON	
•	Mayor of the United City of Yorkville, Kendall C	County, Illinois
this day of	, A.D. 2021.	
	MAYOR	

# **EXHIBIT A**

Legal Description

LOT 2 IN KENDALL MARKETPLACE LOT 52 PHASE 1 RESUBDIVISION, A RESUBDIVISION OF LOT 52 IN KENDALL MARKETPLACE, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2020 AS DOCUMENT 202000009438 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

# **EXHIBIT B**

Final Plat



# APPLICATION FOR FINAL PLAT/REPLAT

DATE: 10/4/2020	PZC NUMBER:	DEVELOPMENT NAME:	s of Kondall Marketplace		
PETITIONER INFORMATION					
NAME: Luz M. Padilla COMPANY: Abby Properties, LLC					
MAILING ADDRESS: P.O. Box 145					
CITY, STATE, ZIP: Plano, IL 60545		TELEPHONE: ○ HOME  ● BUSINESS 6	303657229		
EMAIL: abbyproperties.llc@gma	ail.com	FAX:			
PROPERTY INFORMATION					
NAME OF HOLDER OF LEGAL TITLE: Abb	y Properties, LLC				
IF LEGAL TITLE IS HELD BY A LAND TRUST,	LISTTHE NAMES OF ALL HOLDERS OF AN	IY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS: 1000 Bla	ackberry Shore, Yorkville, IL	60560			
Located between Blackberry S Request being made for phas	Shore and Gillespie Lane in \	Yorkville. ously approved development and	d phased exhibit.		
CURRENT ZONING CLASSIFICATION: Mult	ifamily PUD				
TOTAL LOT ACREAGE: +/-11.226 (PI	nase 2 & 3)	TOTAL NUMBER OF LOTS TO BE CREATED:	72 Lots and 1 outlot (P2&P3)		
PROPOSED LOT AREAS AND DIMENSION	NS				
LOT NUMBER	LOT DIMENSIO	NS (W x L, IN FEET)	LOT AREA (IN SQUARE FEET)		
Lot 2 (Gross)	Irregular and Varie	s - See Attached Plat	+/- 489,039		
Lot 201 to 248	Phase 2	2 - 48 Units			
Lot 301 to 324	Phase 3	3 - 24 Units			



Over forty (40) acres, but less than one hundred (100)

In excess of one hundred (100.00) acres

# **APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY**

PROJECT NAME:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 1000 Blackberry Shore	Yorkville, IL 60560
to cover all actual expenses occurred as Fund include, but are not limited to, plat to legal fees, engineering and other plat fund account is established with an initial deposit is drawn against to pay for these Party will receive an invoice reflecting the amount, the Financially Responsible Pareviews/fees related to the project are recommissions may be suspended until the balance to the Financially Responsib	eville to require any petitioner seeking approares a result of processing such applications and a review of development approvals/enginee in reviews, processing of other governmenta al deposit based upon the estimated cost for eservices related to the project or request. Prove charges made against the account. At any the try will receive an invoice requesting additional fulling in the event that a deposit account is reaccount is fully replenished. If additional fulle Party. A written request must be submitted tributed by the 15th of the following month.	oval on a project or entitlement request to establish a Petit requests. Typical requests requiring the establishment of a ring permits. Deposit account funds may also be used to coll applications, recording fees and other outside coordinations services provided in the INVOICE & WORKSHEET PETITION eriodically throughout the project review/approval process, ime the balance of the fund account fall below ten percent (nonal funds equal to one-hundred percent (100%) of the into timmediately replenished, review by the administrative stands remain in the deposit account at the completion of the end by the Financially Responsible Party to the city by the 15th All refund checks will be made payable to the Financially Responsible Party to the Financia	ioner Deposit Account Fund a Petitioner Deposit Account ver costs for services related on and consulting fees. Each N APPLICATION. This initial the Financially Responsible 10%) of the original deposit nitial deposit if subsequent taff, consultants, boards and project, the city will refund th of the month in order for
ACKNOWLEDGMENT OF FINANCIAL RE	SPONSIBILITY		
NAME: Luz M. Padilla	DOTO SALES AND THE TOTAL OF THE	COMPANY: Abby Properties, LLC	
MAILING ADDRESS: P.O. Box 145			
CITY, STATE, ZIP: Plano, IL 60545 TELEPHONE: 6303657229			
EMAIL: abbyproperties.llc@gma	ail.com	FAX:	
Yorkville, I will provide additional funds Company/Corporation of their obligation transfer of funds. Should the account go Luz M. Padilla PRINT NAME	to maintain the required account balance. F to maintain a positive balance in the fund a into deficit, all City work may stop until the r	may exceed the estimated initial deposit and, when requirently the sale or other disposition of the property does not count, unless the United City of Yorkville approves a Change equested replenishment deposit is received.  Manager  TITLE	not relieve the individual or
SIGNATURE*	rr)	DATE  DATE  The Life a corporation is listed, a corporate officer must sign the all the LEGAL DEPOSITS:  Less than two (2) acres	
Over one (1) acre, but less than ten (10) a	cres \$10,000	Over two (2) acres, but less than ten (10) acres	\$1,000 \$2,500
Over ten (10) acres, but less than forty (4)	0) acres \$15,000	Over ten (10) acres	\$5.000

\$20,000

\$25,000

\$5,000



# APPLICATION FOR FINAL PLAT/REPLAT

ATTORNEY INFORMATION					
NAME: Kathy West	COMPANY: Dommerbuth Cobine West Gensler Philipchuck & C				
MAILING ADDRESS: 111 E. Jefferson					
CITY, STATE, ZIP: Naperville, IL 60540	TELEPHONE: 6303555800				
EMAIL: kcw@dbcw.com	FAX:				
ENGINEER INFORMATION					
NAME: David Schultz	COMPANY: HR Green				
MAILING ADDRESS: 2363 Sequoia Dr. Ste. 1					
CITY, STATE, ZIP: Aurora, IL 60506	TELEPHONE: 6305537560				
EMAIL: dschultz@hrgreen.com	FAX:				
LAND PLANNER/SURVEYOR INFORMATION					
NAME: Bernard Bauer	COMPANY: HR Green				
MAILING ADDRESS: 2363 Sequoia Dr Ste 1					
CITY, STATE, ZIP: Aurora, IL 60506	TELEPHONE: 6305537560				
EMAIL: bbauer@hrgreen.com	FAX:				
ATTACHMENTS					
Petitioner must attach a legal description of the property to this application ar	nd title it as "Exhibit A".				
AGREEMENT					
I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT SCHEDULED COMMITTEE MEETING.	F MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS IT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT				
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.					
Loz Maria Padella PETITIONER SIGNATURE					
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITI	LEMENTS ON THE PROPERTY.				
Luz Maria Padilla OWNER SIGNATURE					



OWNER SIGNATURE

# APPLICATION FOR FINAL PLAT/REPLAT

ATTORNEY INFORMATION .	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ATTACHMENTS	
Petitioner must attach a legal description of the propert	ry to this application and title it as "Exhibit A".
AGREEMENT	
OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE ANI SCHEDULED COMMITTEE MEETING.	I IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS D PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT
FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS	HIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN OFFICIAL SEAL JENNIFER GARCIA NOTARY PUBLIC - STATE OF ILLINOIS
Luz Maria Padilla PETITIONER SIGNATURE	MY COMMISSION EXPIRES:07/23/22
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUET	THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.  OFFICIAL SEAL JENNIFER GARCIA



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

**⊳HRGREEN.COM** 

#### KENDALL MARKETPLACE LOT 52 PHASE 2 & 3 RESUBDIVISION LEGAL DESCRIPTION

LOT 2 IN KENDALL MARKETPLACE LOT 52 PHASE 1 RESUBDIVISION, A RESUBDIVISION OF LOT 52 IN KENDALL MARKETPLACE, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2020 AS DOCUMENT 202000009438 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

J:\2017\170053\170053.01\Survey\Legal\LGL-100620-KMP\_Lot52\_Resub\_PH2&3.docx

# FINAL PLAT OF RESUBDIVISION KENDALL MARKETPLACE LOT 52 PHASE 2 & 3 RESUBDIVISION

PINs: 02-20-353-018

GRAPHIC SCALE

02-19-481-001

0

BAR IS ONE INCH ON

OFFICIAL DRAWINGS

IF NOT ONE INCH,

ADJUST SCALE ACCORDINGL'

JOB DATE: <u>10/15/2020</u>

SHEET

JOB NO: <u>170053.01</u>

DRAWN BY: BJB

APPROVED: MD

PREPARED BY:

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)

LICENSE EXPIRES: 11/30/2020

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799

DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.

PROPERTY ZONING IS R-3 (PUD) IN THE UNITED CITY OF YORKVILLE.

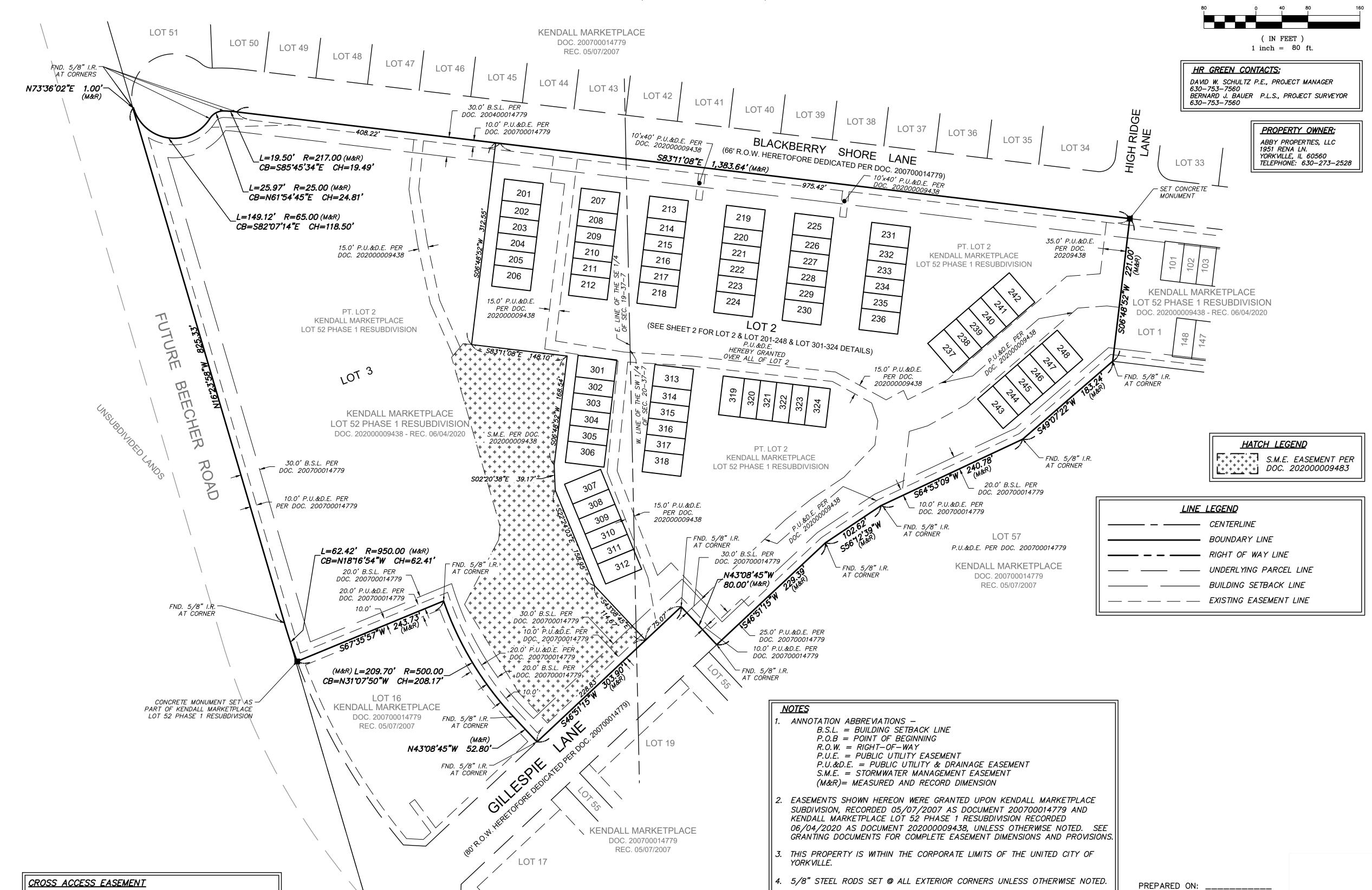
BUILDING PERMIT REVIEW PROCESS.

BUILDINGS AND IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE

RESIDENTIAL BUILDINGS UPON LOTS 201 THROUGH 248, INCLUSIVE AND LOTS

301 TROUGH 324, INCLUSIVE, WILL BE SUBJECT TO THE CITY OF YORKVILLE'S

A RESUBDIVISION OF LOT 2 IN KENDALL MARKETPLACE LOT 52 PHASE 1 RESUBDIVISION, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2020 AS DOCUMENT 202000009438 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



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

description ordered to be surveyed contains a proper description of the required building lines or easements \* Basis of bearings for this survey: RECORDED PLAT OF SUBDIVISION \* No distance should be assumed by scaling.
\* No underground improvements have been located unless shown \* No representation as to ownership, use, or possession should be

\* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed. \* Field work for this survey was completed on 12/09/19. \* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

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

ABBY PROPERTIES LLC

 $\hrgreen.com\hRG\Data\2017\170053\170053.01\Survey\Dwg\170053-KMP\_LOT52\_PH2\&3\_FP.dwg$ 

A CROSS ACCESS EASEMENT OVER PRIVATE DRIVEWAYS

LOT 52 PHASE 1 RESUBDIVISION RECORDED 06/04/2020

AS DOCUMENT 202000009438, FOR THE BENEFIT OF ALL

LOTS WITHIN THIS SUBDIVISION AND ANY FUTURE PHASES

WITHIN THE BOUNDARIES OF THIS SUBDIVISION.

AND SIDEWALKS WAS GRANTED PER KENDALL MARKETPLACE

LOT AREAS

241 1,500± 0.034±

243 1,860± 0.043±

305 1,500±

319 | 1.980± |

320 | 1,500± | 0.034±

321 | 1,500± | 0.034±

322 | 1,500± | 0.034±

306 1,980± 0.045±

307 1,980± 0.045±

308 | 1,500± | 0.034±

1,980± 0.045±

 $0.045 \pm$ 

LOT AREAS

3 410,065± 9.414±

206 1,980±

216 1,500±

217 1,500±

218 1,980±

219 1,980±

230 1,980±

231 | 1,980±

232 | 1,500± | 0.034±

235 1,500± 0.034±

1,980±

LOT # | SQ.FT. | ACRES | LOT # | SQ.FT. | ACRES

0.034±

0.034±

0.045±

 $0.034 \pm$ 

0.034±

0.034±

0.034±

0.045±

0.045±

0.034±

0.034±

0.045±

0.045±

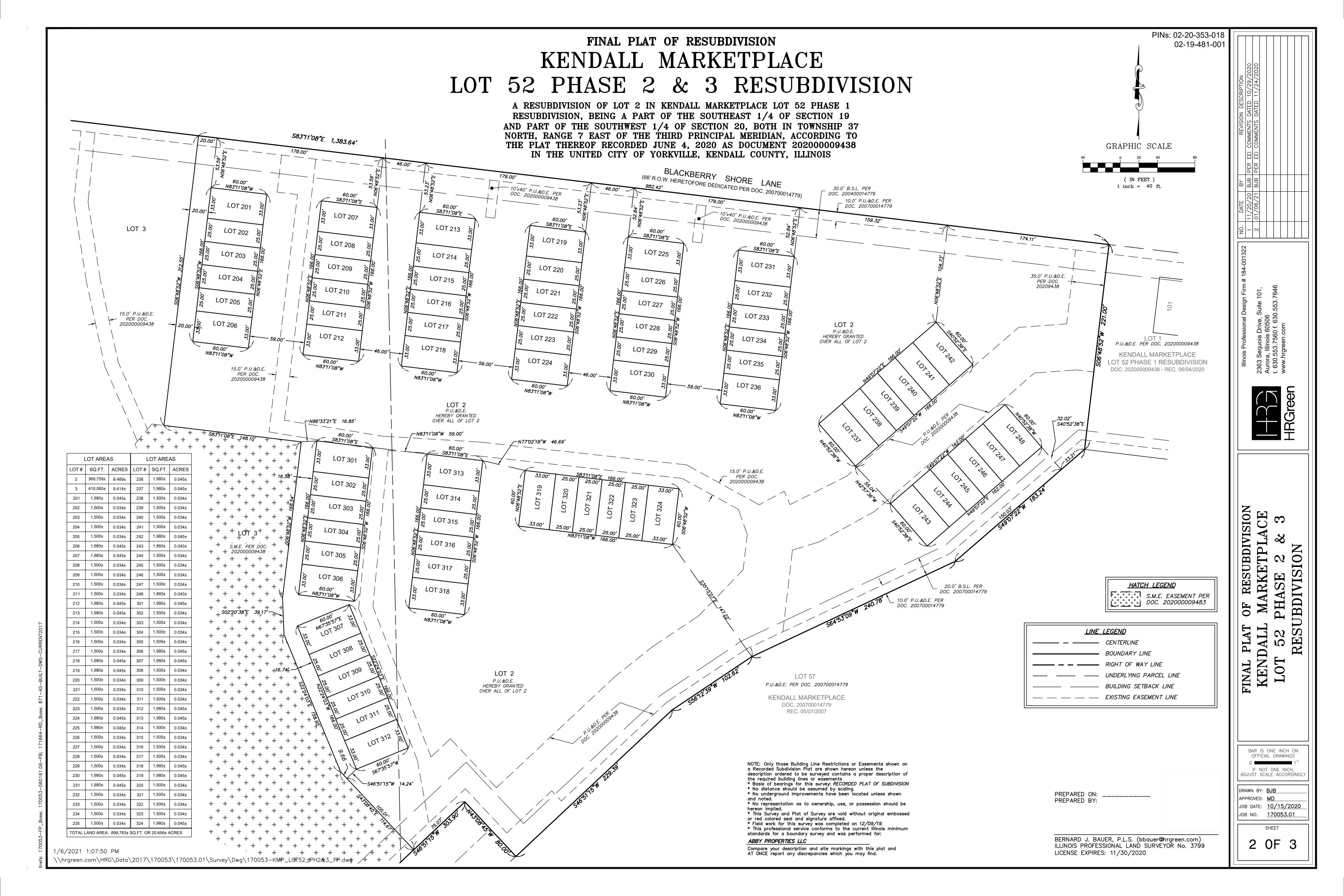
0.034±

TOTAL LAND AREA: 899,783± SQ.FT. OR 20.656± ACRES

1,500± 0.034±

211 | 1,500± | 0.034±

209 1,500± 0.034± 246 1,500± 0.034±



# KENDALL MARKETPLACE LOT 52 PHASE 2 & 3 RESUBDIVISION

A RESUBDIVISION OF LOT 2 IN KENDALL MARKETPLACE LOT 52 PHASE 1 RESUBDIVISION, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2020 AS DOCUMENT 202000009438 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

OWNERSHIP CERTIFICATE	
STATE OF)	
) S.S. COUNTY OF)	
SURVEYOR'S CERTIFICATE AND HAVE CAUSED TO PLATTED AS SHOWN HEREON FOR THE USES AN	OWNER OF THE PROPERTY DESCRIBED FOREGOING THE SAME TO BE SURVEYED, SUBDIVIDED, AND ND PURPOSES HEREIN SET FORTH AS ALLOWED AND ACKNOWLEDGE AND ADOPT THE SAME UNDER THE
THOROUGHFARES, STREETS, ALLEYS AND PUBLI ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTH	UBLIC USE THE LANDS SHOWN ON THIS PLAT F IC SERVICES; AND HEREBY ALSO RESERVES FOR AI ER TELECOMMUNICATIONS COMPANY UNDER FRANCHI LLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEME
THE UNDERSIGNED FURTHER CERTIFY THAT AL THE BOUNDARIES OF YORKVILLE COMMUNITY UN	L OF THE LAND INCLUDED IN THIS PLAT LIES WITH IT SCHOOL DISTRICT 115.
DATED AT,,	, THIS, DAY OF, 20
CORPORATION NAME	
COMPLETE ADDRESS	
BY:	SECRETARY
PRINTED NAME	PRINTED NAME
I,	CERTIFY THAT
I,	
I,	CERTIFY THAT

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS		) S.S. ENDALL)
CITY ADMINISTRATOR'S CERTIFICATE  STATE OF ILLINOIS ) S.S.  COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLI ILLINOIS, THIS		
STATE OF ILLINOIS ) S.S. COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLI ILLINOIS, THIS	CHAIRMAN	
STATE OF ILLINOIS ) S.S. COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLI ILLINOIS, THIS		
COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLI ILLINOIS, THISDAY OF, 20  CITY ADMINISTRATOR  CITY CLERK'S CERTIFICATE  STATE OF ILLINOIS )  S.S.  COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YOR ILLINOIS, BY ORDINANCE NO AT A MEETING HELD THIS DO  CITY CLERK  CITY COUNCIL CERTIFICATE  STATE OF ILLINOIS )  S.S.  COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YOR ILLINOIS, THIS DAY OF, 20  MAYOR  CITY ENGINEER'S CERTIFICATE  STATE OF ILLINOIS )  S.S.  COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YOR ILLINOIS, THIS DAY OF, 20  CITY ENGINEER'S CERTIFICATE  STATE OF ILLINOIS )  S.S.  COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKWILLI  MAYOR  CITY ENGINEER'S CERTIFICATE  STATE OF ILLINOIS )  S.S.  COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKWILLI  MAYOR  CITY ENGINEER'S CERTIFICATE  STATE OF ILLINOIS )  S.S.  COUNTY OF KENDALL)	CITY ADMI	NISTRATOR'S CERTIFICATE
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I,, CITY ENGINEER FOR THE UNITED CITY OF YORKY. HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUI		INOIS )
HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUI	STATE OF ILL	
	COUNTY OF K	, CITY ENGINEER FOR THE UNITED CITY OF YORKVIL

KENDALL COUNTY RIGHT TO FARM STATEMENT

KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT

FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY

ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT

UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR - A-1 OR AG SPECIAL USE.

NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND

CITY ENGINEER

# EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY, AMERITECH ILLINOIS a.k.a. ILLINOIS BELL TELEPHONE COMPANY,

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

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

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

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

# EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PROVISIONS

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

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

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

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

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

# RECORDER'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF KENDALL)

IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS. ON THIS \_\_\_\_\_ DAY OF \_\_\_, 20\_\_\_\_, AT \_\_\_\_\_\_O'CLOCK \_\_\_\_.M.

KENDALL COUNTY RECORDER

DRAINAGE CERTIFICATE

STATE OF ILLINOIS

COUNTY OF KENDALL)

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_

OWNER (OR DULY AUTHORIZED ATTORNEY)

REGISTERED PROFESSIONAL ENGINEER

# SURVEYOR'S CERTIFICATE

COUNTY OF KANE )

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

LOT 2 IN KENDALL MARKETPLACE LOT 52 PHASE 1 RESUBDIVISION, A RESUBDIVISION OF LOT 52 IN KENDALL MARKETPLACE, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2020 AS DOCUMENT 202000009438 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

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

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

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

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

THIS PROFESSIONAL SERVICE CONFORMS WITH THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS, THIS 19TH DAY OF MAY, 2020.

# FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003799 LICENSE EXPIRATION DATE: 11/30/2020

PINs: 02-20-353-018

02-19-481-00

0

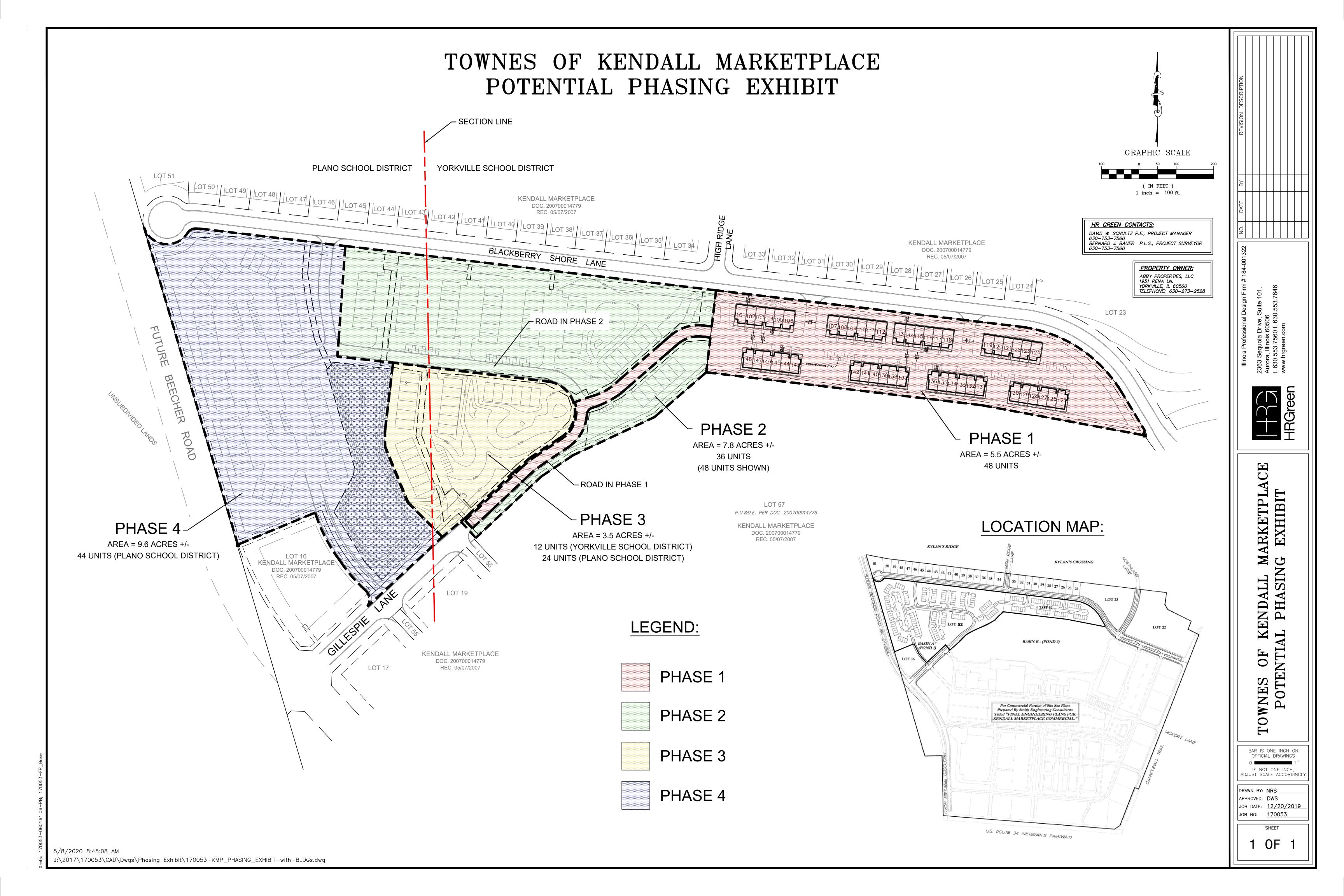
IAL EN

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

DRAWN BY: BJB APPROVED: MD JOB DATE: <u>10/15/2020</u> JOB NO: <u>170053.01</u>

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements \* Basis of bearings for this survey: RECORDED PLAT OF SUBDIVISION \* No distance should be assumed by scaling. \* No underground improvements have been located unless shown and noted. \* No representation as to ownership, use, or possession should be \* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed. \* Field work for this survey was completed on 12/09/19. \* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for: Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

 $\hrgreen.com\hRG\Data\2017\170053\170053.01\Survey\Dwg\170053-KMP\_LOT52\_PH2\&3\_FP.dwg$ 





## Memorandum

To: Planning and Zoning Commission From: Jason Engberg, Senior Planner

CC: Krysti Barksdale-Noble, Community Development Director

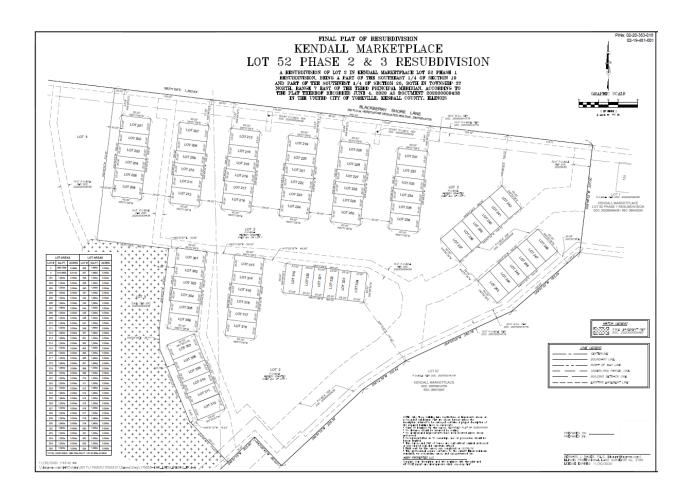
Bart Olson, City Administrator

Date: January 6, 2021

Subject: PZC 2020-11 Kendall Marketplace- Phase 2 & 3 (Final Plat)

#### **PROPOSED REQUEST:**

The petitioner, Luz M. Padilla, Abby Properties, LLC is seeking Final Plat approval for an approximately 20.7-acre site consisting of 72 lots for single-family attached dwelling units and 2 lots for open space and a future phase of development. The properties being subdivided are Phases 2 and 3 of the Kendall Marketplace Townhome Development. Phase 1 of the development was subdivided into 48 lots for single-family attached dwelling units in May 2020. The petitioner is only requesting final plat approval for these two phases and plans on subdividing Phase 4 at a later date.



#### PROPERTY SUMMARY/HISTORY:

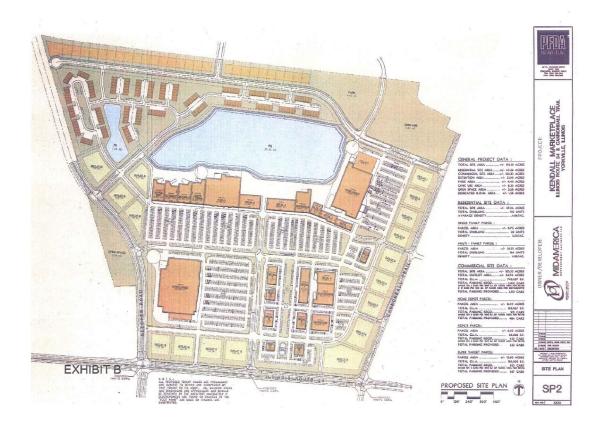
The subject property is currently zoned as R-3 Multi-Family Attached Residence District as part of the Kendall Marketplace Planned Unit Development. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	R-2 Single-Family Traditional Residence District	Detached Homes Kylyn's Ridge Subdivision
East	B-3 General Business District R-3 Multi-Family Attached Residence District	Retention Pond Phase 1 Kendall Marketplace TH
South	B-3 General Business District	Retention Pond/Vacant Lots
West	A-1 Agricultural (Kendall County)	Farmland

The proposed area is both Phase 2 and 3 of the Kendall Marketplace Townhome Development (see attached Phase Plan). The original phasing plan was submitted at the end of 2019 when the petitioner began the process of subdividing Phase 1 into the now 48 townhome lots. The submitted Final Plat for Phase 2 and 3 are in line with this phasing plan.

#### **PROJECT SUMMARY:**

This final plat request is a continuance to complete the residential portion of the Kendall Marketplace Development which was adopted in 2006 (Ord. 2006-125). This ordinance states ""[t]he development of the property shall be generally pursuant to the Conceptual Plans attached hereto and incorporated herein as Exhibit "B" as illustrated below:



Similar to the Phase 1 Final Plat, this proposed final plat conforms to the Conceptual Plan illustrated in the regulating ordinance. The Conceptual Plan illustrates additional townhomes on Lot 3 which will be resubdivided at a later date as shown in the phasing plan submitted by HR Green.

#### **PLAN COUNCIL COMMENTS:**

A Plan Council meeting was held on November 12, 2020 with the petitioner and City staff. Community Development staff asked the petitioner if they would like to resubdivide the entire development to avoid another final plat process. The petitioner stated they were comfortable coming back to subdivide Phase 4 at a later date and did not mind going through the process again.

Additionally, staff inquired about the stormwater detention for these phases as it seems the stormwater detention basin is part of Phase 4. The petitioner stated, and was confirmed by the City Engineer, that the stormwater mitigation area was existing and only needed to be maintained throughout the development process. Therefore, the stormwater management for the proposed phases is already in place.

#### **STAFF COMMENTS:**

The proposed Final Plat of Resubdivision meets the original conceptual plan for the attached single-family homes of this development. Additionally, the phasing exhibit also shows the future phase will align with the plan as well.

Engineering staff (EEI) provided the petitioner with their comments on the final plat submission. There have been two rounds of comments and revisions between EEI and the petitioner (see attached). The most current final plat is dated as last revised on January 6, 2021. Any additional comments made by EEI will be part of the final ordinance.

#### **PROPOSED MOTION:**

In consideration of the proposed Final Plat of Subdivision for the Kendall Marketplace Development Lot 52, Phases 2 and 3, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised January 6, 2021 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

#### **ATTACHMENTS:**

- 1. Petitioner Applications
- 2. Phase 2 and 3 Final Plat (January 6, 2021)
- 3. Kendall Marketplace Phasing Exhibit
- 4. EEI Comments (October 29, 2020)
- 5. HR Green Response Letter (November 20, 2020)
- 6. EEI Comments (November 23, 2020)



October 29, 2020

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

Re: Kendall Marketplace – Lot 52 (Phase 2 & 3) Final Plat Review

United City of Yorkville, Kendall County, Illinois

#### Dear Krysti:

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

- Potential Phasing Exhibit of Kendall Marketplace Lot 52 Phase 2 & 3 dated December 20, 2019
- Final Plat for Resubdivision of Kendall Marketplace Lot 52 Phase 2 & 3 dated October 15, 2020 and prepared by HR Green
- Application for Final Plat/Replat dated October 16, 2020

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 Cross-access easement needs to be modified to reflect the easement being granted as part of the Final Plat of Resubdivision Kendall Marketplace Lot 52 Phase 1 Resubdivision.
- 2. Since Lot 2 is being subdivided, we recommend that Lot 2 be changed to Lot 4.
- 3. On Sheet 1, the note under Lot 2 references Lot 1 but it should be revised to the correct lot number.
- 4. On Sheet 1, the callout for "Kendall Marketplace Lot 52 Phase 1 Resubdivision Doc. 202000009438 Rec. 06/04/2020" needs to be moved off of the hatched area.

Ms. Krysti Barksdale-Noble October 29, 2020 Page 2 of 2

- 5. On Sheet 1, the call outs for "PT. Lot 2" is unnecessary and should be removed.
- 6. The lot numbers need to be numbered consecutively.
- 7. All final engineering items will need to be addressed, including confirmation of planned improvements, permitting, updated engineer's estimate and performance security, etc.

The plat should be revised and resubmitted for further review. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Chief Operating Officer / President

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. Luz Padilla, Abby Properties, Inc (via e-mail)

Mr. David Schultz, HR Green (via e-mail)

TNP, NLS EEI (Via e-mail)



≥ 2363 Sequoia Drive | Suite 101 | Aurora, IL 60506
Main 630.553.7560 + Fax 630.553.7646

#### DEVELOPMENT

#### 11/20/20

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

Re: Kendall Marketplace - Lot 52 (Phase 2 &3) - Final Plat Review

United City of Yorkville

Response to Review Comments No. 1

HR Green Job No.: 170053.01

Dear Ms. Barksdale-Noble,

Please see below our response to Engineering Enterprise, Inc. (EEI) review comment letter dated October 29, 2020. Responses to each comment are shown in **bold** following the comment.

1. The Cross-access easement needs to be modified to reflect the easement being granted as part of the Final Plat of Resubdivision Kendall Marketplace Lot 52 Phase 1 Resubdivision.

#### RESPONSE:

Revised as requested.

2. Since Lot 52 is being subdivided, we recommend that Lot 2 be changed to Lot 4.

#### RESPONSE:

Once all phases are complete, it would be preferred to have the common area lots to be numbered consecutively 1, 2, 3...We would recommend and prefer to leave Lot 2 as shown.

3. On Sheet 1, the note under Lot 2 references Lot 1 but it should be revised to the correct lot number.

#### **RESPONSE:**

Revised as requested.

4. On Sheet 1, the callout for "Kendall Marketplace Lot 52 Phase 1 Resubdivision Doc. 202000009438 – Rec. 06/04/2020" needs to be moved off of the hatched area.

#### RESPONSE:

Revised as requested.

5. On sheet 1, the call outs for "PT. Lot 2" is unnecessary and should be removed.

#### RESPONSE:

The call outs of Pt. Lot 2 reference the underlying Lot 2 of the Phase 1 resubdivision. It is the surveyor's opinion that they should remain. Text will be revised to clarify that it refers to the underlying lot.

6. The lot numbers need to be numbered consecutively.

#### RESPONSE:

Lot numbers 201-248 and Lot 301-324 are number consecutively and are indicative of the engineering phasing plans. We would recommend and prefer for them to remain as shown.





7. All final engineering items will need to be addressed, including confirmation of planned improvements, permitting, updated engineer's estimate and performance security, etc.

#### **RESPONSE:**

Noted and since the final engineering has been recently updated and approved as the whole development, this will be considered an ongoing task with the City and Engineer to provide the necessary phasing permits approvals and security bonds prior to construction kickoff.

Sincerely,

HR GREEN DEVELOPMENT, LLC

David Schultz, PE, LEED AP

Project Manager

Ds/cm



November 23, 2020

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

Re: Kendall Marketplace – Lot 52 (Phase 2 & 3)
Final Plat Review
United City of Yorkville, Kendall County, Illinois

#### Dear Krysti:

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

- Final Plat for Resubdivision of Kendall Marketplace Lot 52 Phase 2 & 3 dated October 15, 2020 revised November 20, 2020 and prepared by HR Green
- Response to Review Comments No. 1 dated November 20, 2020 and prepared by HR Green

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. On Sheet 1, there is a note under the label for Lot 2 that references Lot 1, this needs to be revised to Lot 2.
- 2. All final engineering items will need to be addressed, including confirmation of planned improvements, permitting, updated engineer's estimate and performance security, etc.

Ms. Krysti Barksdale-Noble November 23, 2020 Page 2 of 2

The plat should be revised and resubmitted for further review. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Chief Operating Officer / President

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. Luz Padilla, Abby Properties, Inc (via e-mail)

Mr. David Schultz, HR Green (via e-mail)

TNP, NLS EEI (Via e-mail)



January 7, 2021

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

Re: Kendall Marketplace – Lot 52 (Phase 2 & 3)

Final Plat Review

United City of Yorkville, Kendall County, Illinois

#### Dear Krysti:

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

• Final Plat for Resubdivision of Kendall Marketplace Lot 52 Phase 2 & 3 dated October 15, 2020 revised January 9, 2021 and prepared by HR Green

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. We find the final plat to be in general conformance with the City ordinances and standards.
- 2. All final engineering items will need to be addressed, including confirmation of planned improvements, permitting, landscape plan, updated engineer's estimate and performance security, etc.

Ms. Krysti Barksdale-Noble January 7, 2021 Page 2 of 2

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Chief Operating Officer / President

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)

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Mr. Luz Padilla, Abby Properties, Inc (via e-mail)

Mr. David Schultz, HR Green (via e-mail)

TNP, NLS EEI (Via e-mail)



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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2020-12 and EDC 2020-55

#### **Agenda Item Summary Memo**

Title: Grande Reserve - Neighborhood 5/Units 15 & 22 (Townhomes) – Final Plat Amendment
Meeting and Date: City Council – February 9, 2021
Synopsis: Proposed Final Plat Amendment for Neighborhood 5/Units 15 & 22 (Townhomes)
within the Grande Reserve subdivision.
Council Action Previously Taken:
Date of Action: May 8, 2018 Action Taken: Approval of Development Agreement
Item Number: CC 2018-26
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: Planning and Zoning Commission

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

CC: Bart Olson, City Administrator

Date: February 2, 2021

Subject: PZC 2020-12 Grande Reserve – Units 15 & 22/NH 5 (Final Plat

**Amendment**)

Proposed Final Plat Amendment for Townhomes

#### **Proposed Request:**

The petitioner, Bruce A. Mellen, on behalf of DR Horton, Inc.- Midwest, is seeking Final Plat amendment approval to convert the existing 17 EBE (Exception to Blanket Easements) parcels to 80 "fee simple" lots consisting of approximately 7.236 acres in Grande Reserve Units 15 and 22 in Neighborhood 5. The lots are planned for new residential townhome units. No other changes to building setbacks or minimum building separations are requested for the townhome lots in the proposed Final Plat of Grande Reserve, Neighborhood 5 First Resubdivision as presented by the petitioner.

The subject property, located south of Mill Road and east of Kennedy Road in the northeast quadrant of the city, was originally annexed in 1997 and approved as a planned residential development in 2003 with roughly 2,600 single-family, duplex, townhome and apartment dwelling units. Currently, Units 15 and 22 are partially built-out with townhomes of which DR Horton, Inc.-Midwest has 87 lots under contract from the developer, ASLI VI, LLLP (Avanti Properties Group). Additionally, Avanti Properties Group agreed in 2018 to front fund \$215,000 of engineering design costs for the future improvements to Mill Road.

#### **Staff Comments:**

The proposed Final Plat of Grande Reserve Units 15 & 22 (Neighborhood 5) First Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc. (EEI), for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated November 2, 2020 were provided to the applicant (see attached). The petitioner has addressed the comment provided and resubmitted a revised plat dated 12/03/20. A subsequent review letter from EEI in support of approving the Final Plat dated 12/07/20 is also attached. Staff concurs with the recommendation from EEI for approval.

#### **Planning and Zoning Commission:**

The Planning and Zoning Commission considered the proposed Final Plat at their meeting on January 13, 2021 and made the following action on the motion below:

In consideration of the proposed Final Plat of Grande Reserve, Neighborhood 5 First Resubdivision, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in plans prepared by Manhard Consultants, LTD dated last revised 12-03-20.

#### Action:

Olson-yes, Vinyard-yes, Williams-yes, Millen-yes, Horaz-yes, Marcum-yes. **6 ves: 0 no** 

#### **Attachments:**

- 1. Draft Ordinance
- 2. PZC 01-13-21 Packet Materials

STATE OF ILLINOIS	)
	) ss.
COUNTY OF KENDALL	)

#### **ORDINANCE NO. 2021-\_\_\_\_**

# AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FINAL PLAT OF SUBDIVISION OF GRANDE RESERVE UNITS 15 AND 22 FIRST 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, DR Horton, Inc. - Midwest (the "Petitioner") has filed an application and petition for approval of the Final Plat of Subdivision of Grande Reserve Units 15 and 22 First Resubdivision of property generally located south of Mill Road, east of Kennedy Road, immediately north of the Burlington Northern & Santa Fe railroad in Yorkville, Illinois; and,

**WHEREAS,** the Planning and Zoning Commission convened and held a public meeting on January 13, 2021, to consider the Final Plat of Subdivision of Grande Reserve Units 15 and 22 First 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 Subdivision of Grande Reserve Units 15 and 22 First Resubdivision.

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

- **Section 1**: The above recitals are incorporated herein and made a part of this Ordinance.
- **Section 2:** That the Corporate Authorities hereby approve the Final Plat of Subdivision of Grande Reserve Units 15 and 22 First 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 Subdivision of Grande Reserve Units 15 & 22 First Resubdivision as prepared by Manhard Consultants, LTD,

Lombard, Illinois, dated last revised December 3, 2020 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.

**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 Subdivision of Grande Reserve Units 15 and 22 First 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	of the United City of Yorkville, Kendall County, Illinois this
day of,	A.D. 2021.
	CITY CLERK
KEN KOCH	DAN TRANSIER
JACKIE MILSCHEWSKI	ARDEN JOE PLOCHER
CHRIS FUNKHOUSER	JOEL FRIEDERS
SEAVER TARULIS	JASON PETERSON
APPROVED by me, as May this day of	yor of the United City of Yorkville, Kendall County, Illinois, A.D. 2021.
	MAYOR

#### EXHIBIT A Legal Description

#### EXHIBIT B Final Plat

#### **EXHIBIT A**

#### **LEGAL DESCRIPTION**

#### PARCEL 1:

LOT EBE 2 AND LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3044 THE FOLLOWING DESCRIBED LAND INCLUDED IN THE MILL CROSSINGS OF YORKVILLE CONDOMINIUM:

#### (AMENDMENT 2)

ALSO THAT PART OF LOT 3044 IN SAID GRANDE RESERVE UNIT 15, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 65 DEGREES 40 MINUTES 09 SECONDS EAST. ALONG THE NORTHERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 39.27 FEET, ALONG SAID NORTHERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT. HAVING A RADIUS OF 25.00 FEET AND A CHORDBEARING AND DISTANCE OF SOUTH 69 DEGREES 19 MINUTES 51 SECONDS EAST 35.36 FEET. TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES 19 MINUTES 51 SECONDS EAST 106.11 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 107.62 FEET, ALONG SAID EASTERLY LINE OF LOT 3044. ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 43 MINUTES 44 SECONDS EAST 107.38 FEET: THENCE SOUTH 78 DEGREES 52 MINUTES 22 SECONDS WEST 132.03 FEET. TO A POINT ON THE WESTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHWESTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 57 MINUTES 30 SECONDS WEST 20.75 FEET, TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 08 MINUTES 58 SECONDS WEST 186.97 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### (AMENDMENT 3)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 19 DEGREES 57 MINUTES 30 SECONDS

WEST 20.75 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES 52 MINUTES 22 SECONDS EAST 132.03 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHEASTERLY 42.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEGREES 30 MINUTES 28 SECONDS EAST 42.68 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 57.72 FEET, ALONG SAID EASTERLY LINE OF LOT 3044; THENCE SOUTH 84 DEGREES 04 MINUTES 11 SECONDS WEST 130.36 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE NORTHWESTERLY 60.64 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 35 MINUTES 18 SECONDS WEST 60.46 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

#### (AMENDMENT 4)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION II, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044: THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING: THENCE NORTH 84 DEGREES 04 MINUTES 11 SECONDS EAST 130.36 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.31 FEET, ALONG SAID EASTERLY LINE OF LOT 3044: THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 133.33 FEET. TO A POINT ON SAID WESTERLY LINE OF LOT 3044: THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.26 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### (AMENDMENT 5)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE ACCORDING THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENDING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT

3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS MINUTES 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 128.34 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 133.33 FEET; TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.55 FEET, ALONG SAID EASTERLY LINE; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 136.31 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.60 FEET, ALONG SAID WESTERLY LINE OF LOT 3044. TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### (AMENDMENT 6)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15. BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044: THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 228.94 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING: THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 136.31 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 51.63 FEET, ALONG SAID EASTERLY LINE, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 79.55 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 37 MINUTES 22 SECONDS WEST 79.38 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 32 SECONDS WEST 138.62 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT. HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 0 DEGREES 51 MINUTES 06 SECONDS EAST 17.47 FEET, TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 69.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS

#### (AMENDMENT 7)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE: THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 0 DEGREES 51 MINUTES 06 SECONDS WEST 17.47 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES 19 MINUTES 32 SECONDS EAST 138.62 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHWESTERLY 126.46 FEET. ALONG SAID EASTERLY LINE OF LOT 3044. ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 29 MINUTES 07 SECONDS WEST 125.78 FEET; THENCE NORTH 61 DEGREES 06 MINUTES 53 SECONDS WEST 145.86 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 173.30 FEET, ALONG SAID WESTERLY LINE OF LOT 3044. ALSO BEING A CURVE TO THE LEFT: HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 17 MINUTES 12 SECONDS EAST 163.82 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### (AMENDMENT 8)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART A SUBDIVISION THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044: THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE: THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET. TO A POINT OF TANGENCY: THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET. ALONG SAID WESTERLY LINE OF LOT 3044. TO A POINT OF CURVE; THENCE SOUTHWESTERLY 104.04 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 24 MINUTES 09 SECONDS WEST 102.06 FEET, TO THE POINT OF BEGINNING: THENCE SOUTH 61 DEGREES 06 MINUTES 53 SECONDS EAST 145.86 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHWESTERLY 139.34 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 14 MINUTES 30 SECONDS WEST 138.42 FEET: THENCE NORTH 40 DEGREES 37 MINUTES 00 SECONDS WEST 167.63 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A

CURVE; THENCE NORTHEASTERLY 86.63 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 50 MINUTES 15 SECONDS EAST 85.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### (AMENDMENT 13)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND OF THE SOUTHEAST 1/4 OF SECTION IL AND OF PART OF THE NORTHWEST 1/4 OF SECTION 14. TOWNSHIP 37 NORTH, RANGE 7. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NUMBER 200600023729, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 68 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 151.75 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 08 SECONDS EAST, 174.43 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF HERETOFORE DEDICATED BAILEY ROAD; THENCE SOUTH 71 DEGREES 20 MINUTES 53 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 154.47 FEET TO A POINT OF CURVATURE: THENCE EASTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.19 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 61 DEGREES 27 MINUTES 15 SECONDS WEST, 36.69 FEET) TO AN INTERSECTION WITH THE EAST LINE OF 90 FOOT WIDE KENNEDY ROAD AS HERETOFORE DEDICATED PER DOCUMENT NUMBER 200600016199. BEING ALSO THE WEST LINE OF LOT 3044 AFORESAID; THENCE NORTHERLY, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE OF LOT 3044, BEING A CURVED LINE, CONCAVE WEST, HAVING A RADIUS OF 5550.00 FEET, AN ARC LENGTH OF 53.06 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 14 DEGREES 31 MINUTES 42 SECONDS WEST, 53.06 FEET): THENCE NORTH 13 DEGREES 08 MINUTES 56 SECONDS WEST, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE, 86.01 FEET TO THE POINT OF BEGINNING. IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS EBE 35, EBE 36, AND LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3046 THE FOLLOWING DESCRIBED LAND:

#### (AMENDMENT 9)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15. BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH. RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 283.27 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 23 DEGREES 42 MINUTES 35 SECONDS WEST 278.17 FEET. TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046: THENCE NORTHEASTERLY 86.67 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 19 MINUTES 18 SECONDS EAST 86.52 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 48 SECONDS EAST 313.14 FEET, TO A POINT ON SAID SOUTHERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 152.03 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### (AMENDMENT 10)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION IL. AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046: THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 435.30 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 38 MINUTES 48 SECONDS WEST 313.14 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 78.61 FEET ALONG SAID NORTHERLY LINE OF LOT 3046. ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 56 MINUTES 23 SECONDS EAST 78.49 FEET, TO THE NORTHEAST CORNER OF SAID LOT 3046; THENCE SOUTH 46 DEGREES 28 MINUTES 24 SECONDS EAST 41.95 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3046; THENCE SOUTH 47 DEGREES 57 MINUTES 30 SECONDS EAST 76.30 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 67 DEGREES 51 MINUTES 50 SECONDS EAST 74.03 FEET. ALONG SAID EASTERLY LINE OF LOT 3046: THENCE SOUTH 73 DEGREES 05 MINUTES 29 SECONDS EAST 73.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3046: THENCE SOUTH 89 DEGREES 04 MINUTES 33 SECONDS EAST 71.68 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 17 DEGREES 01 MINUTE 01 SECONDS EAST 118.93 FEET, ALONG SAID EASTERLY LINE OF LOT 3046, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 218.28 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 3066, EBE 18, EBE 19, EBE 21, EBE 22, EBE 23 AND EBE 24 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

#### EXCEPTING FROM LOT 3066 THE FOLLOWING DESCRIBED LAND:

#### (AMENDMENT 11)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22. A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11. TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRDPRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANDE RESERVE UNIT 22 WITH THE WESTERLY RIGHT OF WAY LINE OF BISSEL DRIVE, THENCE SOUTH 01 DEGREE 38 MINUTES 17 SECONDS EAST 56.43 FEET. ALONG THE EASTERLY LINE OF SAID LOT 3066, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 19.65 FEET, ALONG SAID EASTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1 533.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 0 MINUTES 22 SECONDS EAST 19.65 FEET; THENCE SOUTH 71 DEGREES 44 MINUTES 31 SECONDS MINUTES 201.56 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 48.95 FEET, ALONG SAID WESTERLY LINE OF LOT 3066. TO A POINT OF CURVE; THENCE NORTHWESTERLY 33.31 FEET ALONG SAID WESTERLY LINE OF LOT 3066. ALSO BEING A CURVE TO THE LEFT. HAVING A RADIUS OF 533.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 40 MINUTES 41 SECONDS WEST 33.31 FEET, TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 33.92 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 24 MINUTES 07 SECONDS EAST 31.38 FEET, TO A POINT OF TANGENCY; THENCE NORTH 68 DEGREES 16 MINUTES 24 SECOND EAST 84.06 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, TO A POINT OF CURVE; THENCE NORTHEASTERLY 78.34 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73 DEGREES 04 MINUTES 44 SECONDS EAST 78.24 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY 43.84 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 52 MINUTES 38 SECONDS EAST 38.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

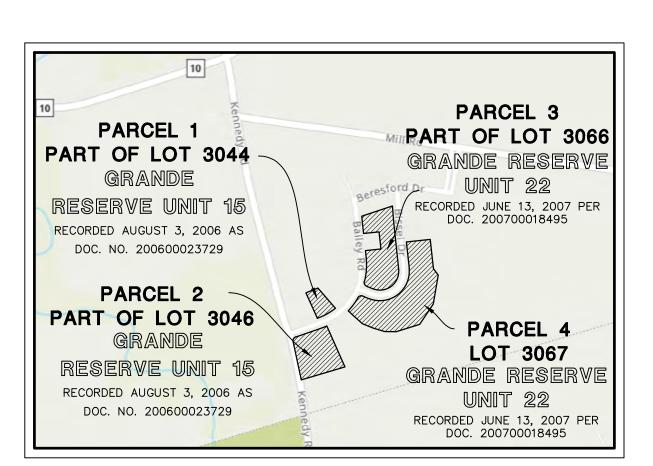
#### (AMENDMENT 12)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION II, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING ON THE WESTERLY LINE OF SAID LOT 3066.

AT THE POINT OF CURVE SHOWN WEST OF EBE 17; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 157.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 97.00 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 107.00 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 97.00 FEET, TO A POINT ON THE SAID WESTERLY LINE OF LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 107.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### PARCEL 4:

LOTS 3067, EBE 25, EBE 26, EBE 27, EBE 28, EBE 29, EBE 30, EBE 31 AND EBE 32 IN GRANDE RESERVE UNIT 22, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



# LOCATION MAP

NOT TO SCALE

# OWNER/DEVELOPER

750 E BUNKER COURT, SUITE 500 VERNON HILLS, ILLINOIS 60061

# P.I.N. NUMBER'S

02-11-351-003	02-11-376-023
02-11-371-002	02-11-378-00
02-11-351-058	02-11-378-002
02-11-371-003	02-11-378-003
02-11-371-017	02-11-378-004
02-11-376-002	02-11-378-005
02-11-376-003	02-11-378-006
02-11-376-004	02-11-378-007
02-11-376-005	02-11-378-008
02-11-376-006	02-11-378-009
02-11-376-008	

PARCEL 1	(0.415 AC±)	18,091 SQUARE FEET
PARCEL 2	(1.573 AC±)	68,546 SQUARE FEET
PARCEL 3	(1.920 AC±)	83,631 SQUARE FEET
PARCEL 4	(3.328 AC±)	144,939 SQUARE FEET
TOTAL	(7.236 AC±)	315,207 SQUARE FEET

SI	HEET INDEX
SHEET 1 OF 5:	OVERALL BOUNDARY
SHEET 2 OF 5:	EASEMENT AND LOT DETAILS
SHEET 3 OF 5:	EASEMENT AND LOT DETAILS
SHEET 4 OF 5:	PROPOSED LOT AREAS AND LEGAL
	DESCRPTION
SHEET 5 OF 5:	PROVISIONS, CERTIFICATIONS AND SIGNATURES

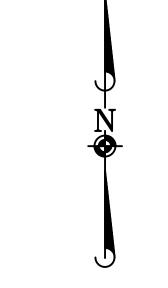
# FINAL PLAT OF SUBDIVISION

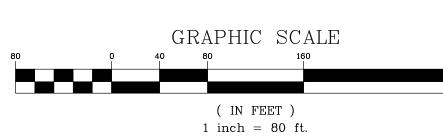
# GRANDE RESERVE UNITS 15 AND 22 FIRST RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22

AREA TABLE

				HERETOFORE DEDICAL	MILL	iOAD 1
UNSUBDIVIDED		FOUN	D 1" IRON ROD ORNER	HERETOFORE DEDICATED PER DOC. 200600016199	CENTERLINIT	- <del> </del>
LAND		AT C	ORNE	FOUND BENT 1" IRON ROD- AT CORNER	CENTERLINE OF MILL ROAD	50.00
		FOUND 1" IRON PIPE W/CAP ON-LINE &		AT CORNER  SOLOTO		
	HERETOFORE DEDICATED PER HERETOFORE DEDICATED	0.10, E.13	EBE GRANI	3027 FOUND 1" IRON AT THE COP	PIPE	
	MILL DEDICA 199 PEN  OF ORE 0,600 A SEMENT PEN		13	RECORDED JULY 12, 2006 PER DOC. 2006000207#4		
	HERE TOC. 2005 EAN 12 10	\ \ \ EBE\		ills crossings of Yorkville—		
18.	INGRES DOC.2	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	MEND. 1 DED PER DOC. 0600020744	RECORDED PER DOC 200600031390	BIG ROCK BOULEVARD	
	FOUND 1" IRON PIPE"	AMEND. 2		15   EBE	.EV	
16.	FOUND K.	LEBE N			ARI ARI	
	EBE 10 \			BERECTOR		
		ANDE RESERVE		BERESFORD DRIVE		
	RECORDED PER DOC:	VINIT 15		. •		
30' PERMANENT EASEMENT	200600041114 REC PE	CORDED AUGUST 3, 2006 ER DOC 200600023729			FOUND 1" IRON DIE	
TO FOX METRO WATER RECLAMATION DISTRICT PER DOC NO. 200400033061		\ EBE 1	66.00'		FOUND 1" IRON PIPE AT THE CORNER	
200 110. 200 100000001		AMEND. 1	11   90¢.			
		2007000340	201.56, 201.56			
	EBE 8	66.00° - 17.34'10" E				
	RECORDED PER DOC 200700000394		23.00 .004**8*05**			
		11.22	EBE 550 %			
DEAS.	AMEND. 4 RECORDED PER	108.11, 108.11, 19	18		_	
EASEMENT DOC.	DOC. 200700003837 EBE 7		EL DRIVE CONTRECTED SONO 18495		\ [	JNSUBDIVIDE
2.132 132 132	EBE Z	Z337	<b>Pa</b> 1000000000000000000000000000000000000			LAND
GAS 132910		COCOCOCOCOCOCOCOCOCOCOCOCOCOCOCOCOCOCO	FORE C. 20	149.00', CONCRETE	MONUMENT	
	TEDE &	20 1 <b>2</b> Amend. 127	BISSEL HERETOFOR	149.00' N 83*56'28" E		
	EBE 6 AMEND. 5 RECORDED PER DOC	_ I 🚚[일이 RECORDED PER V	1   14   • 1			
3026   Grande Reserve U	<b>✓</b> 20070 <del>000</del> 7069	200700036424	5. 22.	FBE 25		1
RECORDED JULY 12, 2006 PER DOC 20	00600020744	.9.32 EBE	LEBE   Im   =		GRANDE AUGUST	FOUND 1" IRON P
STORMWATER MANAGEMENT EASEME PUBLIC UTILITY AND DRAINAGE EAS PER DOC. 200600020744	SEMENT EBE 5	90.90 EBE 23 PAF	22	1 – 192	NO ED	FOUND 1" IRON PI AT THE CORNER
	AMEND. 6		RCEL 3 F LOT 3066 だ		AUG	
PER DOC. 200600020744	RECORDED PER DE 200700007069 3044	GRANDE	RESERVE 6	EBE 26 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	UST I	FOUND 1" IRON PI
2 \ \		S RECORDED JU	INE 13, 2007 PER	z	3, 2006	FOUND 1" IRON PII AT THE CORNER
			00700018495	1 -	RESERVE 3, 2006 AS DOC.	
ROAD \	EBE 4  AMEND. 7		BE /		N POC	
	RECORDED PER DOC. 200700017539		24 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (		NO.	
80.25 N 68.03	SAN" E			[ ]	NO. 2006	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	EBE 3	\$ 02.04" W	R=117.00 (5) (5) (5) (5) (5) (5) (5) (5) (5) (5)	EBE 58 183.00	3000237	<u></u>
FOUND 1" IRON PIPE	2007000226#7 & %	N 68:02'04" W 41.63' W C3-S 68:02'04" E	R=117.00,150 ( 150.00	EBE 28	3729	
W/CAP 0:16, EE	PARCEL 1 ( )	04" E	R=183.5			
	EBE			PARCEL 4 LOT 3067		
EBE L	OF CASE	/ EBE / /		\		FOUND 1" IRON PIPE AT THE CORNER
	2 OF 10 A5 1 100 100 100 100 100 100 100 100 100	32 Tene	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	BE		
AMEND. 13  RECORDED PER DOC. 201100006570	B \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	/EBE / 31	' \ ,	29 \ 3,00		FOUND 1" IF
201100006570		\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	\ EBE\ \ \ 30 \	\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
		BE		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
N 71:10'39" E	167.90' CL	33		a'46" W		
1.10'39" E	EBE		L1 5 72.4	8'46" W	SICON	
FOUND 1" IRON PIPE AT CORNER	7 / 1 / 34	AMEND. 10		,	NWEALTH EUISS	\ \ \
PIPE AT CONT	EBE   City	RECORDED PER DOC. 200700031677		LUCRTH LINE OF COMM	- AMP F	1NY /_
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	35 \ C. AMEND.		23729	NULL	EUISON COMII	190
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	RECORDED PE	R DOC. 03338 000	2006000.731	WEALTH E	NO. 1973000	
7543.67		3046  TR DOC.  93338  TER MANAGEMENT EASEMENT PER DOC		NORTH LINE OF COMMO	FUI EDISON	J
42.4	ARCEL 2 STORMWAT	TER MANAGEMEN'			COMMONWEALTH EDISON	
U.1		`		~ ~1		





EBE = EXCEPTION TO BLANKET EASEMENT

# BASIS OF BEARINGS

BEARINGS	ARE	BASED	UPON	THE	ILLINOIS	STATE	PLANE	COORDINA	A TE
BEARINGS SYSTEM, KINEMATIC	EAST	ZONE	(NAD	83),	AS EST	ABLISHED	BY A	REAL-T	IME
KINEMATIC	(RTK)	GLOBA	L NAVI	GATION	SATELL	ITE SYST	EM (GNS	SS) UTILIZ	ING
THE TRIM	BLE VI	RS NOW	NETW	ORK. A	4DD 00°	10'13" TO	) ALL E	BEARINGS	TC
C	ONVER	T TO RE	CORD B	EARING	S FOR	THE GRAN	DE RESE	RVE.	

# SUBMITTED BY/RETURN TO:

UNITED CITY OF YORKVILLE 800 GAME FARM ROAD YORKVILLE, ILLINOIS 60560

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	
C1	25.00'	36.83'	N28°58'25"E	33.59'	
C2	416.51'	36.71	N68°39'08"E	36.70'	
С3	25.00'	35.97'	N70°44'40"E	32.95'	
C4	25.00'	35.97'	N26°48'47"W	32.95'	
C5	416.00'	148.60'	N04°10'29"E	147.82'	

LINE TABLE					
LINE	BEARING	LENGTH			
L1	N89°14'47"W	71.68'			
L2	N73°15'42"W	73.70'			
L3	N68°02'04"W	74.03'			
L4	N48°07'44"W	76.30'			
L5	N46°38'37"W	41.94'			
L6	S71°12'39"W	3.30'			
L7	N83°56'28"E	97.00'			
L8	N06°03'32"W	107.00'			
L9	S83°56'28"W	97.00'			

# SURVEYOR'S NOTES

- THIS SUBDIVISION CONSISTS OF 80 LOTS AND 7 OUTLOTS AND ARE PART OF AN INTEGRAL NUMBERING SYSTEM TO EMBRACE ALL OF GRANDE RESERVE NEIGHBORHOOD 5 FIRST RESUBDIVISION.
- 2. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.)
  - 3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
  - THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2021.

YORKVILLE, ILLINOIS

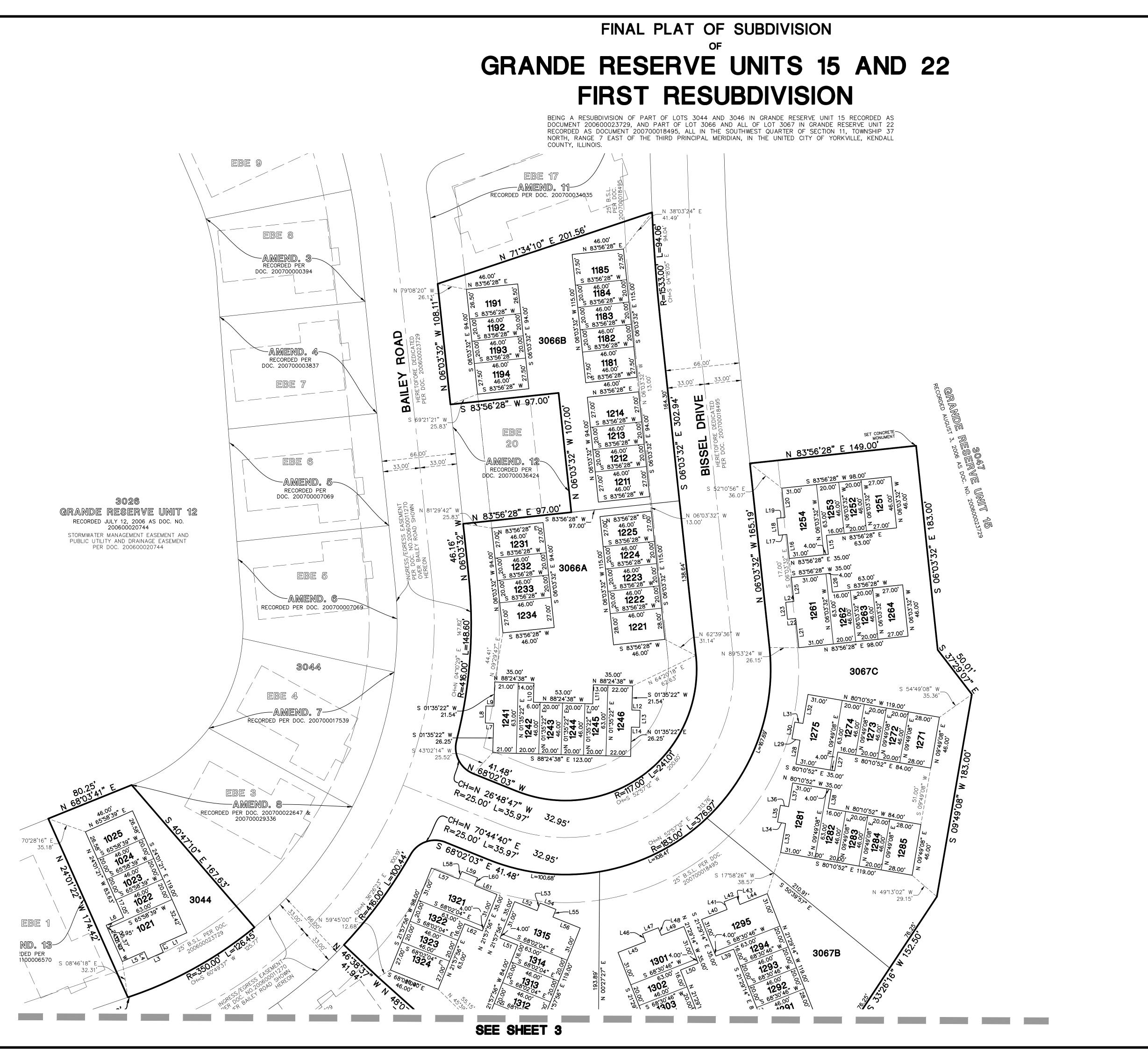
**5 FIRST RESUBDIVISION** 

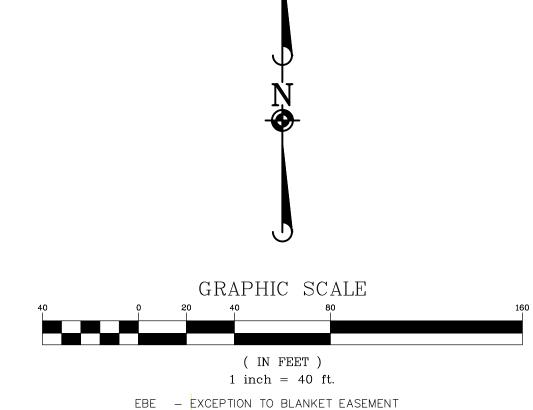
ESERVE

UNITED CITY OF

PROJ. MGR.: MCE

09/01/20 <u>1"=80'</u>





# EBE LEGEND

EBE 2 = LOTS 1021, 1022, 1023, 1024 AND 1025 EBE 18 = LOTS 1181, 1182, 1183, 1184 AND 1185 EBE 19 = LOTS 1191, 1192, 1193 AND 1194 EBE 21 = LOTS 1211, 1212, 1213 AND 1024 EBE 22 = LOTS 1221, 1222, 1223, 1224 AND 1225 EBE 23 = LOTS 1231, 1232, 1233 AND 1234 EBE 24 = LOTS 1241, 1242, 1243, 1244, 1245 AND 1246 EBE 25 = LOTS 1251, 1252, 1253 AND 1254 EBE 26 = LOTS 1261, 1262, 1263 AND 1264 EBE 27 = LOTS 1271, 1272, 1273, 1274 AND 1275 EBE 28 = LOTS 1281, 1282, 1283, 1284 AND 1285 EBE 29 = LOTS 1291, 1292, 1293, 1294 AND 1295 EBE 30 = LOTS 1301, 1302, 1303, 1304 AND 1025 EBE 31 = LOTS 1311, 1312, 1313, 1314 AND 1315 EBE 32 = LOTS 1321, 1322, 1323 AND 1324 EBE 35 = LOTS 1351, 1352, 1353, 1354 AND 1355 EBE 36 = LOTS 1361, 1362, 1363, 1364 AND 1365

LINE TABLE				LINE TABLE		
LINE	BEARING	LENGTH		LINE	BEARING	LENGTH
L1	S65°58'39"W	26.25		L40	S68°30'46"W	24.54
L2	S24°01'21"E	7.33'		L41	S21°29'14"E	7.33'
L3	S65°58'39"W	15.21'		L42	S68°30'46"W	12.21'
L4	N24°01'21"W	7.33'		L43	N21°29'14"W	7.33'
L5	S65°58'39"W	21.54'		L44	S68°30'46"W	26.25
L6	N65°58'39"E	17.00'		L45	S68°30'46"W	26.25
L7	S88°24'38"E	7.33'		L46	S21°29'14"E	7.33'
L8	S01°35'22"W	15.21'		L47	S68°30'46"W	15.21'
L9	N88°24'38"W	7.33'		L48	N21°29'14"W	7.33'
L10	N01°35'22"E	17.00'		L49	S68°30'46"W	21.54
L11	S01°35'22"W	17.00'		L50	N68°30'46"E	17.00'
L12	N88°24'38"W	7.33'		L51	S68°02'04"E	17.00'
L13	N01°35'22"E	15.21'		L52	N68°02'04"W	21.54
L14	S88°24'38"E	7.33'		L53	S21°57'56"W	7.33'
L15	N06°03'32"W	17.00'		L54	N68°02'04"W	15.21'
L16	S06°03'32"E	21.54'		L55	N21°57'56"E	7.33'
L17	N83°56'28"E	7.33'		L56	N68°02'04"W	26.25
L18	S06°03'32"E	15.21'		L57	N68°02'04"W	26.25
L19	S83°56'28"W	7.33'		L58	S21°57'56"W	7.33'
L20	S06°03'32"E	26.25'		L59	N68°02'04"W	15.21
L21	S06°03'32"E	26.25'		L60	N21°57'56"E	7.33'
L22	N83°56'28"E	7.33'		L61	N68°02'04"W	21.54
L23	S06°03'32"E	15.21'		L62	S68°02'04"E	17.00'
L24	S83°56'28"W	7.33'		L63	N71°10'36"E	17.00'
L25	S06°03'32"E	21.54'		L64	S71°10'36"W	21.54
L26	N06°03'32"W	17.00'		L65	S18°49'24"E	7.33'
L27	N09°49'08"E	17.00'		L66	S71°10'36"W	15.21'
L28	S09°49'08"W	21.54'		L67	N18°49'24"W	7.33'
L29	S80°10'52"E	7.33'		L68	S71°10'36"W	26.25
L30	S09°49'08"W	15.21'		L69	S71°10'36"W	26.25
L31	N80°10'52"W	7.33'		L70	S18°49'24"E	7.33'
L32	S09°49'08"W	26.25'		L71	S71°10'36"W	15.21'
L33	S09°49'08"W	26.25'		L72	N18°49'24"W	7.33'
L34	S80°10'52"E	7.33'		L73	S71°10'36"W	21.54
L35	S09°49'08"W	15.21'		L74	N71°10'36"E	17.00'
L36	N80°10'52"W	7.33'				
L37	S09°49'08"W	21.54'				

L38 N09°49'08"E 17.00'

L39 N68°30'46"E 17.00'

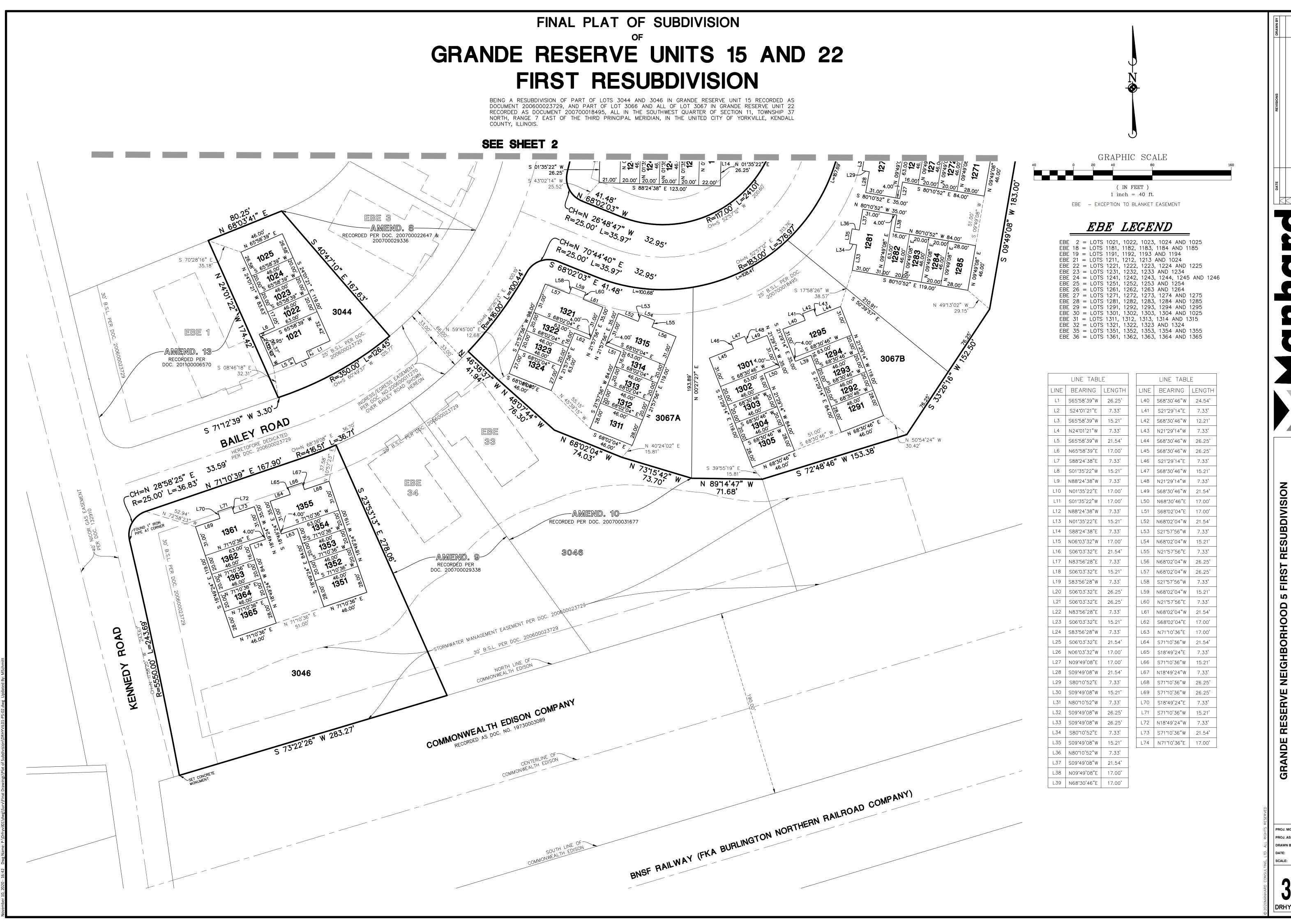
12/03/20 REVISED SUBDIVISION NAME
11/10/20 REVISED PER CITY COMMENTS
11/06/20 REVISED CERTIFICATES (SHEET 4 ONLY)
10/16/20 REVISED SHEET SIZE (ADDED SHEETS 4
10/08/20 REVISED OUTLOTS

**5 FIRST RESUBDIVISION** YORKVILLE, ILLINOIS

RESERVE NEIGHBORHOOD UNITED CITY OF

PROJ. MGR.: MCE

1"=40' DRHYVIL01



YORKVILLE, ILLINOIS SUBDIVISION

UNITED CITY OF

PROJ. MGR.: MCE PROJ. ASSOC.: TJM 09/01/20

1"=40'

# GRANDE RESERVE UNITS 15 AND 22 FIRST RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY ILLINOIS

LEGAL DESCRIPTION

# PROPOSED AREA TABLE

POSE	D A	<u>REA</u>
LOT	SQUARE	
NUMBER	FEET	Acres
1021	2153 970	0.049
1023	920	0.021
1024	920	0.021
1025 1181	1222 1264	0.028
1182	920	0.021
1183	920	0.021 0.021
1185	920 1265	0.021
1191	1219	0.028
1192 1193	919 920	0.021
1194	1264	0.029
1211	1242	0.029 0.021
1213	920 920	0.021
1214	1241	0.029
1221 1222	1288 920	0.030
1223	920	0.021
1224	920	0.021
1225 1231	1242 1242	0.029
1232	920	0.021
1233 1234	920 1242	0.021 0.029
1241	1434	0.023
1242	1158	0.027
1243 1244	920 920	0.021
1245	1141	0.026
1246 1251	1497	0.034
1252	1242 920	0.023
1253	988	0.023
1254 1261	2064 2064	0.047 0.047
1262	988	0.023
1263	920	0.021
1264 1271	1242 1288	0.029
1272	920	0.021
1273 1274	920 988	0.021
1275	2064	0.047
1281	2064	0.047
1282 1283	988 920	0.023
1284	920	0.021
1285 1291	1288 1288	0.030
1292	920	0.021
1293	920	0.021
1294 1295	988 2042	0.023
1301	2064	0.047
1302 1303	988	0.023
1304	920 920	0.021
1305	1288	0.030
1311	1288 920	0.030
1313	920	0.021
1314	988	0.023 0.047
1313	2065 2065	0.047
1322	988	0.023
1323 1324	920 1242	0.021
1351	1288	0.030
1352 1353	920	0.021 0.021
1353	920 988	0.021
1355	2064	0.047
1361 1362	2064 988	0.047 0.023
1363	920	0.023
1364	920	0.021
1365 3044	1288 11,906	0.030 0.273
3046	56,188	1.290
3066A 3066B	31,379 21,632	0.720 0.496
3066B 3067A	21,632	0.496
3067B	30,223	0.693
3067C TOTAL	46,502 315,207	7.236

#### PARCEL 1:

LOT EBE 2 AND LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3044 THE FOLLOWING DESCRIBED LAND INCLUDED IN THE MILL CROSSINGS OF YORKVILLE CONDOMINIUM:

ALSO THAT PART OF LOT 3044 IN SAID GRANDE RESERVE UNIT 15, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044: THENCE NORTH 65 DEGREES 40 MINUTES 09 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 39.27 FEET, ALONG SAID NORTHERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 69 DEGREES 19 MINUTES 51 SECONDS EAST 35.36 FEET. TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES 19 MINUTES 51 SECONDS EAST 106.11 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 107.62 FEET ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 43 MINUTES 44 SECONDS EAST 107.38 FEET; THENCE SOUTH 78 DEGREES 52 MINUTES 22 SECONDS WEST 132.03 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHWESTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 57 MINUTES 30 SECONDS WEST 20.75 FEET, TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 08 MINUTES 58 SECONDS WEST 186.97 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 19 DEGREES 57 MINUTES 30 SECONDS WEST 20.75 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES 52 MINUTES 22 SECONDS EAST 132.03 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHEASTERLY 42.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEGREES 30 MINUTES 28 SECONDS EAST 42.68 FEET, TO A POINT OF TANGENCY: THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 57.72 FEET, ALONG SAID EASTERLY LINE OF LOT 3044; THENCE SOUTH 84 DEGREES 04 MINUTES 11 SECONDS WEST 130.36 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE NORTHWESTERLY 60.64 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 35 MINUTES 18 SECONDS WEST 60.46 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION II, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 28.08 FEET. ALONG SAID WESTERLY LINE OF LOT 3044. TO THE POINT OF BEGINNING THENCE NORTH 84 DEGREES 04 MINUTES 11 SECONDS EAST 130.36 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.31 FEET, ALONG SAID EASTERLY LINE OF LOT 3044; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 133.33 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.26 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO

THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

# (AMENDMENT 5)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14. TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE ACCORDING THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENDING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS MINUTES 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 128.34 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 133.33 FEET; TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.55 FEET, ALONG SAID EASTERLY LINE; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 136.31 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.60 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

# (AMENDMENT 6)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 228.94 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 136.31 FEET. TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 51.63 FEET, ALONG SAID EASTERLY LINE, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 79.55 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 37 MINUTES 22 SECONDS WEST 79.38 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 32 SECONDS WEST 138.62 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 0 DEGREES 51 MINUTES 06 SECONDS EAST 17.47 FEET, TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 69.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS

## (AMENDMENT 7)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH. RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY: THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT. HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH O DEGREES 51 MINUTES 06 SECONDS WEST 17.47 FEET, TO THE POINT OF BEGINNING: THENCE SOUTH 77 DEGREES 19 MINUTES 32 SECONDS EAST 138.62 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHWESTERLY 126.46 FEET. ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 29 MINUTES 07 SECONDS WEST 125.78 FEET; THENCE NORTH 61 DEGREES 06 MINUTES 53 SECONDS WEST 145.86 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 173.30 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 17 MINUTES 12 SECONDS EAST 163.82 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### (AMENDMENT 8)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART A SUBDIVISION THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 104.04 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 24 MINUTES 09 SECONDS WEST 102.06 FEET. TO THE POINT OF BEGINNING; THENCE SOUTH 61 DEGREES 06 MINUTES 53 SECONDS EAST 145.86 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHWESTERLY 139.34 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 14 MINUTES 30 SECONDS WEST 138.42 FEET; THENCE NORTH 40 DEGREES 37 MINUTES 00 SECONDS WEST 167.63 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE: THENCE NORTHEASTERLY 86.63 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 50 MINUTES 15 SECONDS EAST 85.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

# (AMENDMENT 13

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND OF THE SOUTHEAST 1/4 OF SECTION IL AND OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NUMBER 200600023729, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 68 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 151.75 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 08 SECONDS EAST, 174.43 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF HERETOFORE DEDICATED BAILEY ROAD: THENCE SOUTH 71 DEGREES 20 MINUTES 53 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 154.47 FEET TO A POINT OF CURVATURE; THENCE EASTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.19 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 61 DEGREES 27 MINUTES 15 SECONDS WEST, 36.69 FEET) TO AN INTERSECTION WITH THE EAST LINE OF 90 FOOT WIDE KENNEDY ROAD AS HERETOFORE DEDICATED PER DOCUMENT NUMBER 200600016199. BEING ALSO THE WEST LINE OF LOT 3044 AFORESAID; THENCE NORTHERLY, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE OF LOT 3044, BEING A CURVED LINE, CONCAVE WEST, HAVING A RADIUS OF 5550.00 FEET, AN ARC LENGTH OF 53.06 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 14 DEGREES 31 MINUTES 42 SECONDS WEST, 53.06 FEET); THENCE NORTH 13 DEGREES 08 MINUTES 56 SECONDS WEST, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE, 86.01 FEET TO THE POINT OF BEGINNING, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

# PARCEL 2:

LOTS EBE 35, EBE 36, AND LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3046 THE FOLLOWING DESCRIBED LAND:

# AMENDMENT 9)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 283.27 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 23 DEGREES 42 MINUTES 35 SECONDS WEST 278.17 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 86.67 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 19 MINUTES 18 SECONDS EAST 86.52 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 48 SECONDS EAST 313.14 FEET, TO A POINT ON SAID SOUTHERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 152.03 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 152.03 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION IL, AND PART OF THE NORTHWEST QUARTER OF SECTION 14. TOWNSHIP 37 NORTH, RANGE 7 FAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 435.30 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 38 MINUTES 48 SECONDS WEST 313.14 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 78.61 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 56 MINUTES 23 SECONDS EAST 78.49 FEET, TO THE NORTHEAST CORNER OF SAID LOT 3046; THENCE SOUTH 46 DEGREES 28 MINUTES 24 SECONDS EAST 41.95 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3046; THENCE SOUTH 47 DEGREES 57 MINUTES 30 SECONDS EAST 76.30 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 67 DEGREES 51 MINUTES 50 SECONDS EAST 74.03 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 05 MINUTES 29 SECONDS EAST 73.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 89 DEGREES 04 MINUTES 33 SECONDS EAST 71.68 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 17 DEGREES 01 MINUTE 01 SECONDS EAST 118.93 FEET, ALONG SAID EASTERLY LINE OF LOT 3046. TO THE SOUTHEAST CORNER THEREOF: THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 218.28 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### PARCEL 3:

LOT 3066, EBE 18, EBE 19, EBE 21, EBE 22, EBE 23 AND EBE 24 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,

EXCEPTING FROM LOT 3066 THE FOLLOWING DESCRIBED LAND:

#### (AMENDMENT 11)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22. A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRDPRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANDE RESERVE UNIT 22 WITH THE WESTERLY RIGHT OF WAY LINE OF BISSEL DRIVE, THENCE SOUTH 01 DEGREE 38 MINUTES 17 SECONDS EAST 56.43 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3066, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 19.65 FEET, ALONG SAID EASTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1 533.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 0 MINUTES 22 SECONDS EAST 19.65 FEET: THENCE SOUTH 71 DEGREES 44 MINUTES 31 SECONDS MINUTES 201.56 FEET. TO A POINT ON THE WESTERLY LINE OF SAID LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 48.95 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO A POINT OF CURVE; THENCE NORTHWESTERLY 33.31 FEET ALONG SAID WESTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 40 MINUTES 41 SECONDS WEST 33.31 FEET, TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 33.92 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 24 MINUTES 07 SECONDS EAST 31.38 FEET, TO A POINT OF TANGENCY; THENCE NORTH 68 DEGREES 16 MINUTES 24 SECOND EAST 84.06 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, TO A POINT OF CURVE; THENCE NORTHEASTERLY 78.34 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066. ALSO BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73 DEGREES 04 MINUTES 44 SECONDS EAST 78.24 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY 43.84 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 52 MINUTES 38 SECONDS EAST 38.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

#### (AMENDMENT 12)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION II, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING ON THE WESTERLY LINE OF SAID LOT 3066, AT THE POINT OF CURVE SHOWN WEST OF EBE 17; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 157.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 97.00 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 107.00 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 97.00 FEET, TO A POINT ON THE SAID WESTERLY LINE OF LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 107.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

# PARCEL

LOTS 3067, EBE 25, EBE 26, EBE 27, EBE 28, EBE 29, EBE 30, EBE 31 AND EBE 32 IN GRANDE RESERVE UNIT 22, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

CONSpringer Drive, Lombard, IL 60148 ph:630.691.8500 fx: 630.691.8585 mail ivil Engineers | Water & Waste Water

Y OF YORKVILLE, ILLINOIS
LAT OF SUBDIVISION

UNITED CITY OF YO

PROJ. MGR.: MCE
PROJ. ASSOC.: TJM

DRAWN BY: MGS
DATE: 09/01/20
SCALE: 1"=80"

SHEET OF 5

# GRANDE RESERVE UNITS 15 AND 22 FIRST RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37

THE UNDERSIGNED HEREBY DEDICATES FOR PUBL THOROUGHFARES, STREETS, ALLEYS AND PUBLIC ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OF FRANCHISE AGREEMENT WITH THE UNITED CITY OF ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE	SERVICES; AND HEREBY ALSO RESERVES FOR OTHER TELECOMMUNICATIONS COMPANY UNDER F YORKVILLE, THEIR SUCCESSORS AND
THE UNDERSIGNED FURTHER CERTIFIES THAT ALL WITHIN THE BOUNDARIES OF YORKVILLE COMMUNICOMMUNITY COLLEGE DISTRICT 516.	
DATED THIS DAY OF	, 2021.
GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P. A PARTNERSHIP	DELAWARE LIMITED LIABILITY LIMITED
BY: AVANTI PROPERTIES GROUP II, L.L.L.P., A PARTNERSHIP, ITS SOLE GENERAL PARTNER BY: AVANTI MANAGEMENT CORPORATION, A FLOPARTNER	
BY:	
PRINTED NAME AND TITLE	
OWNER'S ADDRESS  AVANTI MANAGEMENT CORPORATION  923 NORTH PENNSYLVANIA AVENUE WINTER PARK, FLORIDA 32789	
NOTARY PUBLIC	
STATE OF)	
) SS COUNTY OF)	
1,	, NOTARY PUBLIC IN AND FOR THE STATE
AND COUNTY AFORESAID, HEREBY CERTIFY THAT PERSONALLY KNOW TO ME TO BE THE SAME PER	
FOREGOING INSTRUMENT, APPEARED BEFORE ME OF THE ANNEXED PLAT AND ACCOMPANYING INS THEREIN SET FORTH AS THEIR FREE AND VOLUN	THIS DAY AND ACKNOWLEDGED THE EXECUTION TRUMENTS FOR THE USES AND PURPOSES
GIVEN UNDER MY HAND AND NOTARIAL SEAL THI	S DAY OF
NOTARY PUBLIC	
WELLS FARGO NATIONAL BANK, NATIONAL ASSOC PROPERTY DESCRIBED HEREIN, HEREBY CONSENT ABOVE AND FOREGOING PLAT OF SUBDIVISION AN APRIL 10, 2013 AS DOCUMENT NUMBER 2013000 THE MORTGAGE RECORDED OCTOBER 5, 2015 AS OFFICE OF THE RECORDER OF DEEDS, KENDALL OTHEREOF.	S TO THE EXECUTION AND RECORDING OF THE ND HEREBY SUBMITS ITS MORTGAGE RECORDED 107570, AND THE FIRST AMENDMENT TO TO DOCUMENT NUMBER 201515992, IN THE
IN WITNESS WHEREOF, SAID WELLS FARGO NATION CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS	
AT TAMPA, FLORIDA, THIS DAY C	PF, 20
DATED:	_, A.D., 2021.
BY:	
PRINTED NAME AND TITLE	MORTGAGEE'S NAME AND ADDRESS WELLS FARGO BANK, NATIONAL ASSOCIATION
ATTEST:	100 ASHLEY ŚTREET, SUITE 800 TAMPA, FL 33602
PRINTED NAME AND TITLE	
MORTGAGEE NOTARY PUBLIC	
STATE OF) ) SS	
COUNTY OF)	
I,PUBLIC IN AND FOR THE COUNTY AND STATE A	
OF WHO	ARE PERSONALLY KNOWN TO ME TO BE THE
SAME WHOSE NAMES ARE SUBSCRIBED TO THE THIS DAY IN PERSON AND ACKNOWLEDGED THAT INSTRUMENT AS A FREE AND VOLUNTARY ACT FORTH.	FOREGOING CERTIFICATE, APPEARED BEFORE ME T THEY DID SIGN AND DELIVER THIS
GIVEN UNDER MY HAND AND NOTORIAL SEAL TH	HIS DAY OF, A.D. 2021.

OWNER'S CONSENT

THIS IS TO CERTIFY THAT GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP, IS THE FEE OWNER OF THE PROPERTY DESCRIBED ON THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS

SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON

CITY PLANNING AND ZONING COMMISSION CERTIFICATE	CITY ENGINEER'S CERTIFICATE	
STATE OF ILLINOIS)	STATE OF ILLINOIS)	
)SS COUNTY OF KENDALL)	COUNTY OF KENDALL)	
APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS DAY OF, 2021.	I,, CITY ENGINEER FOR THE UNITED CITY OF CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED (COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED.	
CHAIRMAN	DATED AT YORKVILLE, ILLINOIS THIS DAY OF,	2021.
CITY COUNCIL CERTIFICATE	CITY ENGINEER	
STATE OF ILLINOIS) )SS		
COUNTY OF KENDALL)		
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE INITED CITY OF YORKVILLE, ILLINOIS, THIS DAY OF, 2021.	CITY ADMINISTRATOR'S CERTIFICATE	
	STATE OF ILLINOIS) )SS	
1AYOR	COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE	
NTV OFFICE OFFICE TE	UNITED CITY OF YORKVILLE, ILLINOIS, THIS DAY OF	, 2021.
CITY CLERK'S CERTIFICATE		
STATE OF ILLINOIS)  (SS)  (SCINITY OF KENDALL)	CITY ADMINISTRATOR	
COUNTY OF KENDALL)  APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE INITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No	KENDALL COUNTY CLERK'S CERTIFICATE	
T A MEETING HELD THIS DAY OF, 2021.	STATE OF ILLINOIS )	
DITY CLERK	) S.S. COUNTY OF KENDALL)	
	I,,COUNTY CLERK OF K DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAX TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SAL LAND INCLUDED IN THE PLAT HEREIN DRAWN.	KES, NO U
	I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN	CONNECT
	ANNEXED PLAT.	
	GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKY  THISDAY OF, A.D., 2021.	/ILLE, ILLII
	11110, 7.1.5., 2021.	
	COUNTY	CLERK
	SURFACE WATER STATEMENT	
	STATE OF ILLINOIS )	
	) S.S. COUNTY OF DuPAGE )	
	TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SU CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PAR SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION	RT THERECON HAS B AREAS, C S WILL BE O AS TO
	DATED THIS DAY OF, 2021.	
	MAUREEN C. EGAN ILLINOIS REGISTERED PROFESSIONAL ENGINEER ILLINOIS REGISTRATION NUMBER 062-059932 LICENSE EXPIRES NOVEMBER 30, 2021	EN C
	OWNER/ATTORNEY:	
	3062	-059932 ICENSED
	= PRQ	FESSIONAL NGINEER

# REQUIRED GUARANTEE ROVEMENTS. COUNTY, ILLINOIS, UNPAID CURRENT INST ANY OF THE CTION WITH THE WATERS WILL NOT BE REOF, OR, THAT IF SUCH BEEN MADE FOR THE OR DRAINS WHICH THE BE PLANNED FOR IN REDUCE THE LIKELIHOOD OF THE SUBDIVISION.

#### KENDALL COUNTY RECORDER'S CERTIFICATE

KENDALL COUNTY RECORDER

STATE OF ILLINOIS ) COUNTY OF KENDALL) THIS INSTRUMENT\_\_\_\_\_ \_\_WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS\_\_\_\_\_DAY OF\_\_\_\_\_\_ A.D., 2021, AT\_\_\_\_\_O'CLOCK\_\_\_\_.M., AND WAS RECORDED IN BOOK\_\_\_\_\_OF PLATS ON PAGE\_\_\_\_\_.

## PERMISSION TO RECORD

STATE OF ILLINOIS COUNTY OF DUPAGE )

I, TIMOTHY J. MURPHY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO A REPRESENTATIVE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS THE AUTHORITY TO RECORD THIS PLAT ON OR BEFORE DECEMBER 31, 2021. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

Limoth A. Mungles
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 035-002870

LICENSE EXPIRES NOVEMBER 30, 2022

ILLINOIS **PROFESSIONAL** LAND SURVEYOR NO. 2870

# SURVEYOR'S CERTIFICATE

COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, TIMOTHY J. MURPHY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002870, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED PROPERTY DESCRIBED

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED IN ACCORDANCE WITH THE PLAT ACT AND THE ILLINOIS ADMINISTRATIVE CODE, SECTION 1270.56 MINIMUM STANDARDS OF PRACTICE AND THAT ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17093C0035H WITH AN EFFECTIVE DATE OF JANUARY 8, 2014 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE X (OTHER AREAS). ZONE X (OTHER AREAS IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD. APPROXIMATE LOCATIONS OF FLOOD ZONES HAVE BEEN SHOWN HEREON BASED ON THE CURRENT FLOOD INSURANCE RATE MAPS.

I FURTHER CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET, AND SAID MONUMENTS WILL BE 5/8" DIAMETER BY 24" LONG IRON RODS, UNLESS OTHERWISE NOTED, AND AS REQUIRED BY THE PLAT ACT (765 ILCS 205/). THE EXTERIOR SUBDIVISION MONUMENTS HAVE BEEN SET AND INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT (SECTION 1270-56 OF THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT OF 1989).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY 65 ILCS, ARTICLE 5, SECTION 11-12-6 AS AMENDED.

DATED THIS 3RD DAY OF DECEMBER, 2020.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002870 LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350

LICENSE EXPIRES APRIL 30, 2021

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY.



RESUI

**FIRST** 

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YORKVILLE, ILLINOIS SUBDIVISION

OF UNITED CITY

**NEIGHBORHOOD** 

PROJ. MGR.: MCE

SHEET



# Memorandum

To: Planning and Zoning Commission

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

CC: Bart Olson, City Administrator

Date: January 7, 2021

Subject: PZC 2020-12 Grande Reserve – Units 15 & 22/NH 5 (Final Plat

**Amendment**)

Proposed Final Plat Amendment for Townhomes

### **Proposed Request:**

The petitioner, Bruce A. Mellen, on behalf of DR Horton, Inc.- Midwest, is seeking Final Plat amendment approval to convert the existing 17 EBE (Exception to Blanket Easements) parcels to 80 "fee simple" lots consisting of approximately 7.236 acres in Grande Reserve Units 15 and 22 in Neighborhood 5. The lots are planned for new residential townhome units.

The subject property, located south of Mill Road and east of Kennedy Road in the northeast quadrant of the city, was originally annexed in 1997 and approved as a planned residential development in 2003 with roughly 2,600 single-family, duplex, townhome and apartment dwelling units. Currently, Units 15 and 22 are partially built-out with townhomes of which DR Horton, Inc.-Midwest has 80 townhome units for construction under contract from the developer, ASLI VI, LLLP (Avanti Properties Group). Additionally, Avanti Properties Group agreed in 2018 to front fund \$215,000 of engineering design costs for the future improvements to Mill Road.



Grande Reserve Units 15 & 22 of Neighborhood 5

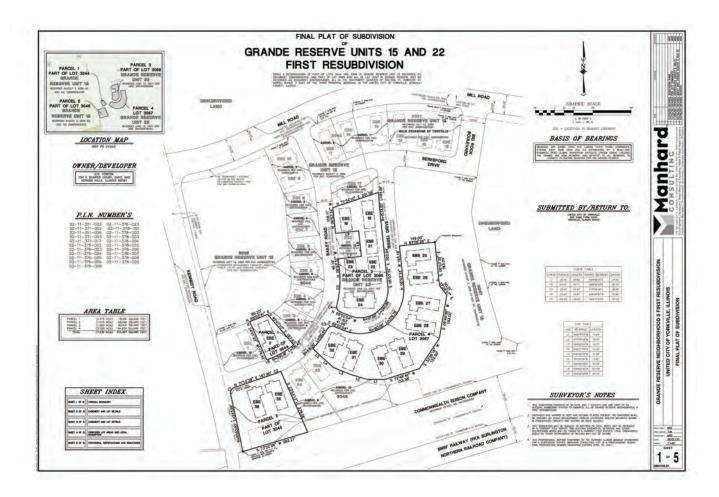
United City of Yorkville, Illinois Yorkville GIS 11-4-2020

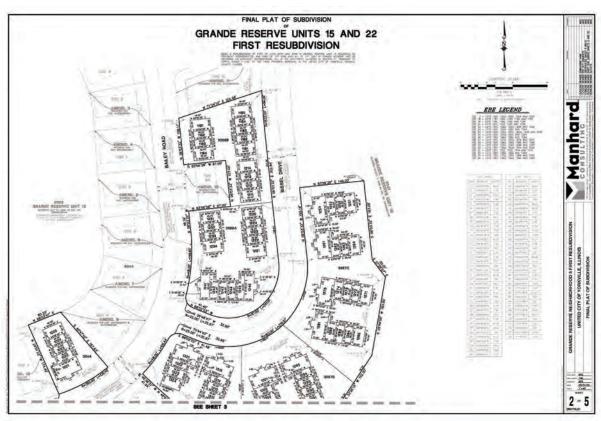


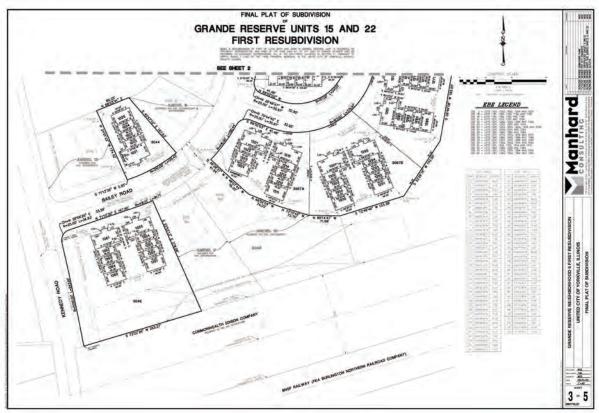
### **Proposed Final Plat of Resubdivision:**

The proposed 1<sup>st</sup> Resubdivision of Units 15 & 22 (Neighborhood 5) in Grande Reserve, as prepared by Manhard Consultants Ltd., 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 seventeen (17) exceptions to the blanket easements clustered located along Bailey Road and Bissel Drive (sheet 1 of 3). Each exception easement consists of 4-5 townhome units. On the proposed resubdivided final plat (sheet 2 of 3), each of the "exception to blanket easements" (EBE) have been converted to a total of eighty (80) lots consisting of individual townhome units, depicted as follows:







	FINAL PLAT SUMMARY					
	Original Final Plat	Proposed Final Plat				
Parcel 1	EBE 2	Lots 1021, 1022, 1023, 1024 and 1025				
Parcel 2	EBE 35, 36	Lots 1361, 1362, 1363, 1364, 1365, 1355,				
		1354, 1353, 1352 and 1351				
Parcel 3	EBE 18, 19, 21, 22, 23, 24	Lots 1185, 1184, 1183, 1182, 1181, 1191,				
		1192, 1193, 1194, 1214, 1213, 1212,				
		1211, 1231, 1232, 1233, 1234, 1225,				
		1224, 1223, 1222, 1221, 1241, 1242,				
		1243, 1244, 1245 and 1246				
Parcel 4	EBE 25, 26, 27, 28, 29, 30, 31, 32	1254, 1253, 1252, 1251, 1261, 1262,				
		1263, 1264, 1275, 1274, 1273, 1272,1271,				
		1281, 1282, 1283, 1284, 1295, 1295,				
		1294, 1293, 1292, 1291, 1301, 1302,				
		1303, 1304, 1305, 1315, 1314, 1313,				
		1312, 1311, 1321, 1322, 1323 and 1324				
TOTAL		7.236 Acres 315,207 SF				

No other changes to building setbacks or minimum building separations are requested for the townhome lots in the proposed Final Plat of Grande Reserve Units 15 & 22 (Neighborhood 5) First Resubdivision as presented by the petitioner.

### **Staff Comments:**

The proposed Final Plat of Grande Reserve Units 15 & 22 (Neighborhood 5) First Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc. (EEI), for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated November 2, 2020 were provided to the applicant (see attached). The petitioner has addressed the comment provided and resubmitted a revised plat dated 12/03/20. A subsequent review letter from EEI in support of approving the Final Plat dated 12/07/20 is also attached. Staff concurs with the recommendation from EEI for approval.

### **Proposed Motions:**

In consideration of the proposed Final Plat of Grande Reserve for Units 15 & 22 (Neighborhood 5) First Resubdivision, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in plans prepared by Manhard Consultants, LTD dated last revised 12-03-20 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 Subdivision of Grande Reserve Units 15 & 22 (Neighborhood 5) First Resubdivision prepared by Manhard Consultants, LTD and dated last revised 12-03-20.
- 3. Exhibit A Legal Description
- 4. EEI Letter to the City dated November 2, 2020.
- 5. Plan Council meeting minutes 11-12-20
- 6. EEI Letter to the City dated December 7, 2020.



#### **INTENT AND PURPOSE:**

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

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

### **APPLICATION PROCEDURE:**

STAGE 1
Submit
Application, Fees, and All Pertinent
Information to the Community
Development

**Department** 

STAGE 2 Plan Council Review

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

Development Committee

Meets on the 1st Tuesday of the Month **STAGE 4** 

Planning & Zoning Commission Public Hearing

Meets on the 2nd Wednesday of the Month STAGE 5
City Council
Public Hearing

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

City Clerk's Office

### **STAGE 1: APPLICATION SUBMITTAL**

The following must be submitted to the Community Development Department:

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

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

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

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



### **STAGE 2: PLAN COUNCIL REVIEW**

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

### **STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE**

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

#### STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING

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

### **STAGE 5: CITY COUNCIL PUBLIC HEARING**

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

### **STAGE 6: FINAL PLAT RECORDING**

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



### **DORMANT APPLICATIONS**

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

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

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

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



INVOICE & WORKSHEET PET	ITION APPLICATION	
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit \$500.00	Total: \$
AMENDMENT	□ Annexation       \$500.00         □ Plan       \$500.00         ☑ Plat       \$500.00         □ P.U.D.       \$500.00	Total: \$ 500.00
5 =	<ul><li></li></ul>	Total: \$
# of Acres Acres over 5	Amount for Extra Acres Total Amount	
	\$200.00 + \$10 per acre for each acre over 5 acres  if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee	Total: \$
# of Acres Acres over 5	Amount for Extra Acres Total Amount	
	☐ \$250.00 + \$10 per acre for each acre over 5 acres  x \$10 = + \$250 = \$  Amount for Extra Acres Total Amount	Total: \$
ZONING VARIANCE	☐ \$85.00 + \$500.00 outside consultants deposit	Total: \$
PRELIMINARY PLAN FEE	□ \$500.00	Total: \$
PUD FEE	□ \$500.00	Total: \$
FINAL PLAT FEE	\$500.00	Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	□ Less than 1 acre       \$1,000.00         □ Over 1 acre, less than 10 acres       \$2,500.00         □ Over 10 acres, less than 40 acres       \$5,000.00         □ Over 40 acres, less than 100 acres       \$10,000.00         □ Over 100 acres       \$20,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT Lega	nl, land planner, zoning coordinator, environmental services	
	For Annexation, Subdivision, Rezoning, and Special Use:  Less than 2 acres \$1,000.00  Over 2 acres, less than 10 acres \$2,500.00  Over 10 acres \$5,000.00	Total: \$
	TOTAL AMOUNT DUE:	500.00



DATE:	PZC NUMBER:	DEVELOPMENT NAME:				
PETITIONER INFORMATION						
NAME: Bruce A. Mellen		COMPANY: DR Horton, Inc Midwest				
MAILING ADDRESS: 750 E. Bunker Ct	MAILING ADDRESS: 750 E. Bunker Ct., Suite 500					
CITY, STATE, ZIP: Vernon Hills, IL 600	061	TELEPHONE: 224.358.5127				
EMAIL: bamellen@drhorton.com		FAX:				
PROPERTY INFORMATION						
NAME OF HOLDER OF LEGAL TITLE: Gran	nde Reserve (Chicago) ASLI VI, L.L	.L.P.				
IF LEGAL TITLE IS HELD BY A LAND TRUST,	LISTTHE NAMES OF ALL HOLDERS OF ANY I	BENEFICIAL INTEREST THEREIN:				
PROPERTY STREET ADDRESS: 923 N Pe	nnsylvania, Ave., Winter Park, FL	32789				
TYPE OF REQUEST:						
☐ PRELIMINARY PLAN	☐ FINAL PLAT ☐	AMENDED PREMILINARY PLAN	AMENDED FINAL PLAT			
TOTAL LOT ACREAGE: 7.236 Ac		CURRENT ZONING CLASSIFICATION: R-2 PUD				
ATTACHMENTS						
Petitioner must attach a legal description	on of the property to this application and	d title it as "Exhibit A".				



Marvin Shapiro, President

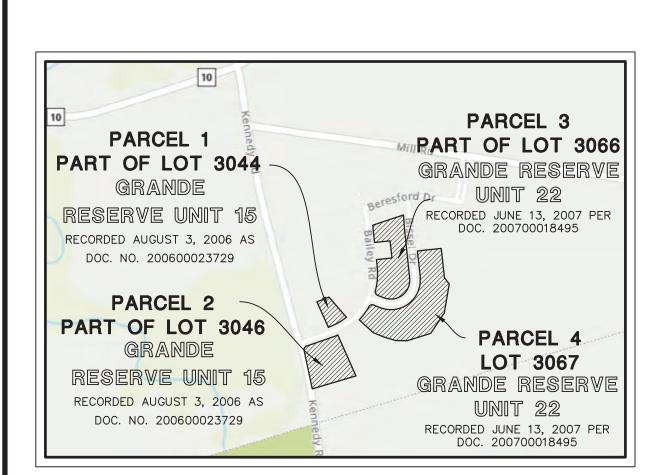
# APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION	
NAME: Steven Goodman	COMPANY: Meltzer, Pertill, & Stelle
MAILING ADDRESS: 1515 Woodfield Rd., Second Floor	
CITY, STATE, ZIP: Schaumburg, IL 60173	TELEPHONE:
EMAIL: shgoodman@mpslaw.com	FAX:
ENGINEER INFORMATION	
NAME: Maureen Egan	COMPANY: Manhard Consulting, Inc.
MAILING ADDRESS: 700 Springer Drive	
CITY, STATE, ZIP: Lombard, IL 60148	TELEPHONE: 630.925.1118
EMAIL: megan@manhard.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Same as Engineer	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
AGREEMENT	
OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNIN SCHEDULED COMMITTEE MEETING.	TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS NG CONSULTANT FEES WHICH MUST BE CURRENT BEFORETHIS PROJECT CAN PROCEED TO THE NEXT MENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN ED ABOVE.  9/29/2020
PETITIONER SIGNATURE	DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPRO	OPRIATE ENTITLEMENTS ON THE PROPERTY.
SEE BELOW SIGNATURE BLOCK	10/14/2020
OWNER SIGNATURE	DATE
	P. a Delaware limited liability limited partnership laware limited liability limited partnership, its sole general partner rida corporation, its sole general partner



# PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER: Bruce A. Mellen	FUND ACCOUNT NUMBER: DR Horton, Inc Mid	PROPERTY ADDRES 750 E. Bunker			
APPLICATION/APPROVAL TYPE (check appr			<u> </u>		
☐ CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☐ ANNEXATION		REZONING	
☐ SPECIAL USE	☐ MILE AND 1/2 REVIEW	ZONING VARIAN	CE	PLAN	
☐ FINAL PLANS	☐ PLANNED UNIT DEVELOPMENT	✓ FINAL PLAT			
cover all actual expenses occurred as a rest include, but are not limited to, plan review fees, engineering and other plan reviews, p is established with an initial deposit based against to pay for these services related to an invoice reflecting the charges made ag Financially Responsible Party will receive at to the project are required. In the event the suspended until the account is fully rep Financially Responsible Party. A written required.	lle to require any petitioner seeking approva ult of processing such applications and requi y of development approvals/engineering per processing of other governmental application upon the estimated cost for services provide to the project or request. Periodically through painst the account. At any time the balance on invoice requesting additional funds equal that are a deposit account is not immediately repolenished. If additional funds remain in the depuis must be submitted by the Financially Repole following month. All refund checks will be	ests. Typical requests mits. Deposit account is, recording fees and d in the INVOICE & Whout the project revier of the fund account it one-hundred perce lenished, review by the leposit account at the lesponsible Party to the	requiring the establish funds may also be use other outside coordina ORKSHEET PETITION W/approval process, the full below ten percent int (100%) of the initial ne administrative staff, completion of the projecity by the 15th of the	nment of a Petitioner ed to cover costs for so ation and consulting for APPLICATION. This is the Financially Responsion (10%) of the original deposit if subsequer, consultants, boards opect, the city will refune month in order for	Deposit Account Fund ervices related to legal ees. Each fund account initial deposit is drawn sible Party will receive Il deposit amount, the nt reviews/fees related and commissions may and the balance to the the refund check to be
ACKNOWLEDGMENT OF FINANCIAL RE	SPONSIBILITY				
NAME: Bruce A. Mellen		COMPANY: DR Ho	orton, Inc Midw	rest	
MAILING ADDRESS: 750 E. Bunker Ct	t., Suite 500				
CITY, STATE, ZIP: Vernon Hills, IL 600	)61	TELEPHONE: 224.	358.5127		
EMAIL: bamellen@drhorton.com	ı	FAX:			
I will provide additional funds to maintain Corporation of their obligation to maintain	Financially Responsible Party, expenses may n the required account balance. Further, the n a positive balance in the fund account, unl Il City work may stop until the requested rep	sale or other disposi ess the United City of	tion of the property d Yorkville approves a C	oes not relieve the in	ndividual or Company/
Bruce A. Mellen		Land Develo	oment Manager,	DR Horton, Inc.	- Midwest
PRINT NAME		TITLE			
SIGNATURE	-	9/29/2020 DATE			
ACCOUNT CLOSURE AUTHORIZATION		22			
DATE REQUESTED:		☐ COMPLETED	☐ INACTIVE		
PRINT NAME:		☐ WITHDRAWN	☐ COLLECTIONS		
			COLLECTION2		
SIGNATURE:		OTHER			
DEPARTMENT ROUTING FOR AUTHORIZATI	ION: COM. DEV.	BUILDING	☐ ENGINEERING	☐ FINANCE	☐ ADMIN.



# LOCATION MAP

NOT TO SCALE

# OWNER/DEVELOPER

D.R. HORTON 750 E BUNKER COURT, SUITE 500 VERNON HILLS, ILLINOIS 60061

# P.I.N. NUMBER'S

02-11-351-003	02-11-376-023
02-11-371-002	02-11-378-00
02-11-351-058	02-11-378-002
02-11-371-003	02-11-378-003
02-11-371-017	02-11-378-004
02-11-376-002	02-11-378-005
02-11-376-003	02-11-378-006
02-11-376-004	02-11-378-007
02-11-376-005	02-11-378-008
02-11-376-006	02-11-378-009
02-11-376-008	

# AREA TABLE

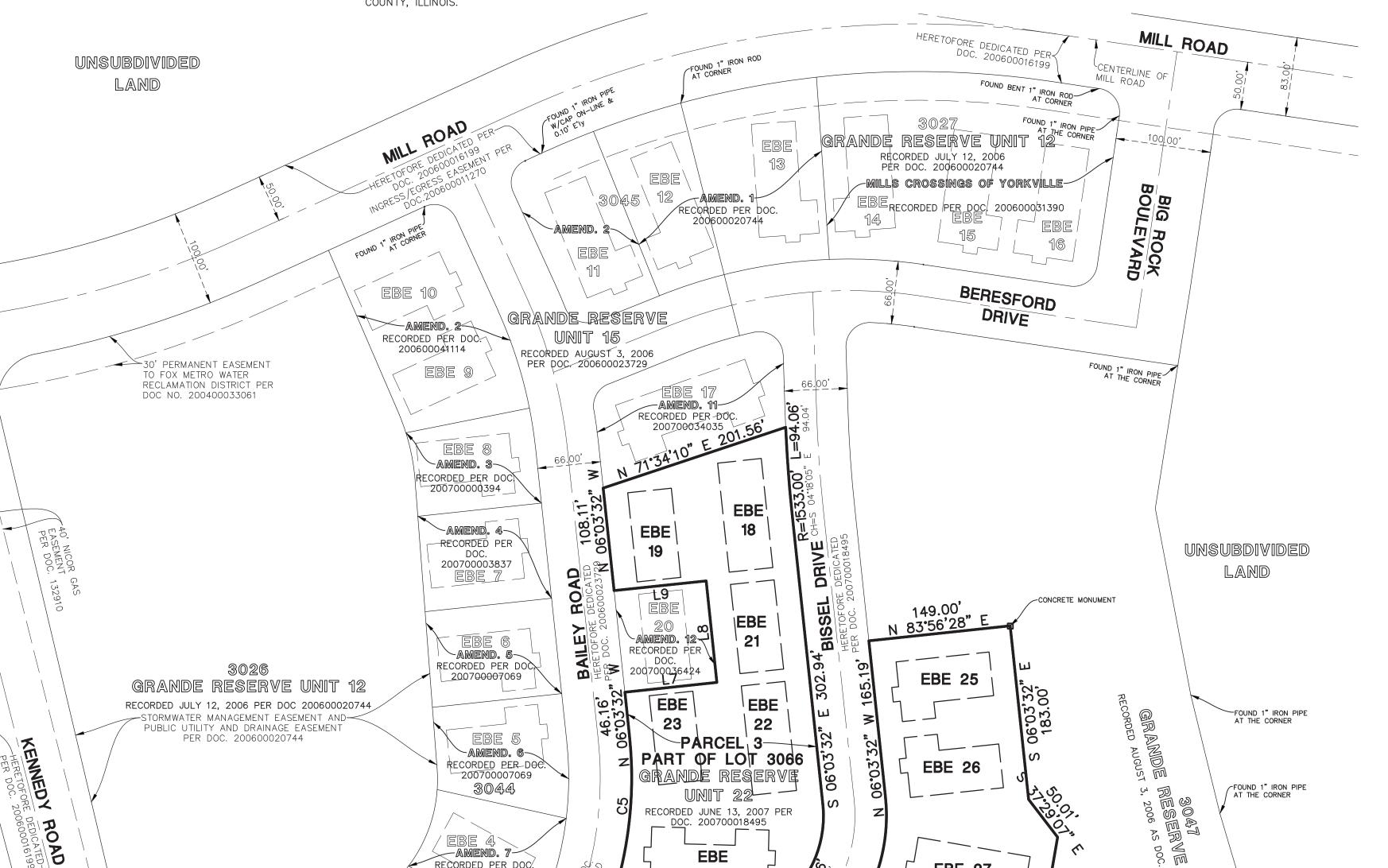
PARCEL 1	(0.415 AC±)	18,091 SQUARE FEET
PARCEL 2	(1.573 AC±)	68,546 SQUARE FEET
PARCEL 3	(1.920 AC±)	83,631 SQUARE FEET
PARCEL 4	(3.328 AC±)	144,939 SQUARE FEET
TOTAL	(7.236 AC±)	315,207 SQUARE FEET

SI	HEET INDEX
SHEET 1 OF 5:	OVERALL BOUNDARY
SHEET 2 OF 5:	EASEMENT AND LOT DETAILS
SHEET 3 OF 5:	EASEMENT AND LOT DETAILS
SHEET 4 OF 5:	PROPOSED LOT AREAS AND LEGAL DESCRPTION
SHEET 5 OF 5:	PROVISIONS, CERTIFICATIONS AND SIGNATURES

# FINAL PLAT OF SUBDIVISION

# GRANDE RESERVE UNITS 15 AND 22 FIRST RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL



EBE 27

RECORDED PER DOC. 200700017539

RECORDED PER DOC. 200700022647 & 200700022647 & 200700029336

PARCEL 1

EBE 3

RECORDED PER DOC. 200700029336

PARCEL 1

EBE 3

RECORDED PER DOC. 200700029336

PARCEL 4

LOT 3067

EBE

2
OF

AMEND. 13

RECORDED PER DOC.
201100006570

EBE

2
RESERVATION

AMEND. 13

RESERVATION

EBE

2
RESERVATION

EBE

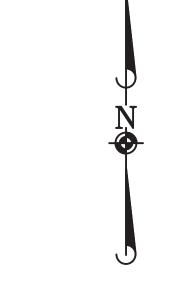
32

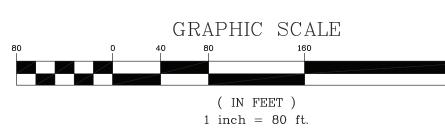
EBE

EBE

EBE

THO 39 E IN TO THE CONTROL TO THE CO





EBE = EXCEPTION TO BLANKET EASEMENT

# BASIS OF BEARINGS

BEARINGS	ARE	BASED	UPON	THE	ILLINOI	IS STAT	E PLAN	IE COOR	DINAT
BEARINGS SYSTEM, KINEMATIC	EAST	ZONE	(NAD	83),	AS ES	STABLISH	ED BY	A REA	L-TIMI
KINEMATIC	(RTK)	GLOBA	L NAVI	GATION	I SATEI	LLITE SY	STEM (	GNSS) U	TILIZIN
THE TRIM	BLE VE	RS NOW	NETW	ORK. /	ADD 00	0°10'13"	TO ALL	BEARIN	IGS TO
C	ONVER	T TO RE	CORD B	EARING	GS FOR	THE GR	ANDE RE	SERVE.	

# SUBMITTED BY/RETURN TO:

UNITED CITY OF YORKVILLE 800 GAME FARM ROAD YORKVILLE, ILLINOIS 60560

		CURVE	TABLE	
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	25.00'	36.83'	N28°58'25"E	33.59'
C2	416.51	36.71	N68°39'08"E	36.70'
С3	25.00'	35.97'	N70°44'40"E	32.95
C4	25.00'	35.97'	N26°48'47"W	32.95
C5	416.00'	148.60'	N04°10'29"E	147.82

LINE TABLE						
LINE	BEARING	LENGTH				
L1	N89°14'47"W	71.68'				
L2	N73°15'42"W	73.70'				
L3	N68°02'04"W	74.03'				
L4	N48°07'44"W	76.30'				
L5	N46°38'37"W	41.94'				
L6	S71°12'39"W	3.30'				
L7	N83°56'28"E	97.00'				
L8	N06°03'32"W	107.00'				
L9	S83°56'28"W	97.00'				

FOUND 1" IRON PIPES AT THE CORNER

FOUND 1" IRON PIPE O.19' N'Iy

# SURVEYOR'S NOTES

- 1. THIS SUBDIVISION CONSISTS OF 80 LOTS AND 7 OUTLOTS AND ARE PART OF AN INTEGRAL NUMBERING SYSTEM TO EMBRACE ALL OF GRANDE RESERVE NEIGHBORHOOD 5 FIRST RESUBDIVISION.
- 2. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.)
- 3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE—EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
- THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2021.

REVISED SUBDIVISION NAME
REVISED PER CITY COMMENTS
REVISED CERTIFICATES (SHEET 4 ONLY)
REVISED CHEFT SIZE (ADDED SHEFTS 4 AND 5)

CONSTITUTE OF THE CONSTITUTE OF THE CONSTRUCTION OF THE CONSTRUCTI

700 Springer Drive, Lombard, Civil Engineers | Surveyors | V

YORKVILLE, ILLINOIS
OF SUBDIVISION

RESUBI

FINAL PLAT OF SUBDI

RANDE RESERVE NUTED

PROJ. MGR.: MCE
PROJ. ASSOC.: TJM

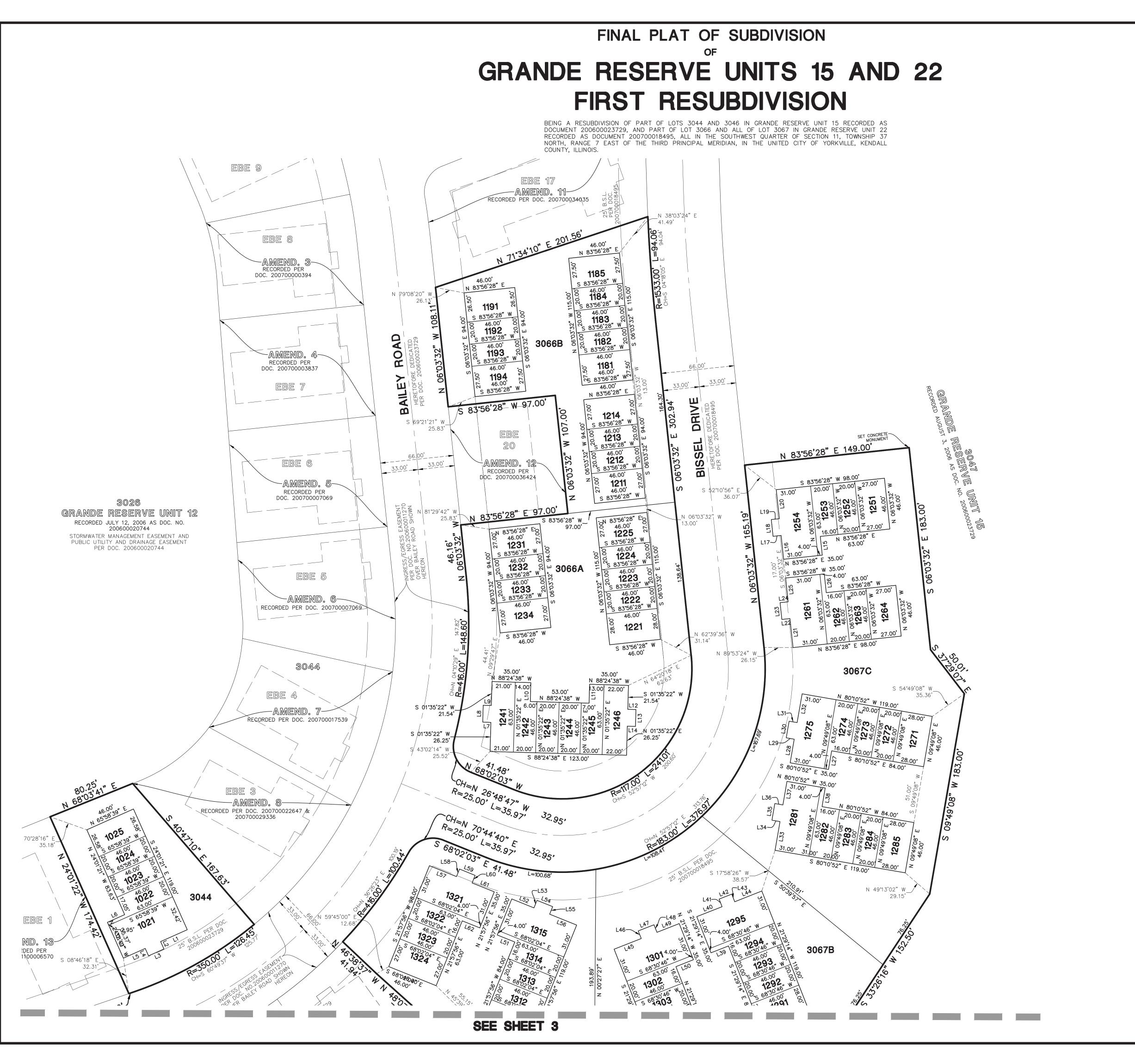
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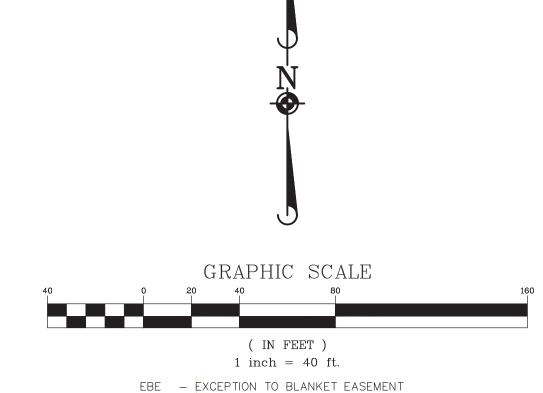
DATE: 09/01/20

SHEET

1 OF 5

DRHYVIL01





# EBE LEGEND

EBE 2 = LOTS 1021, 1022, 1023, 1024 AND 1025 EBE 18 = LOTS 1181, 1182, 1183, 1184 AND 1185 EBE 19 = LOTS 1191, 1192, 1193 AND 1194 EBE 21 = LOTS 1211, 1212, 1213 AND 1024 EBE 22 = LOTS 1221, 1222, 1223, 1224 AND 1225 EBE 23 = LOTS 1231, 1232, 1233 AND 1234 EBE 24 = LOTS 1241, 1242, 1243, 1244, 1245 AND 1246 EBE 25 = LOTS 1251, 1252, 1253 AND 1254 EBE 26 = LOTS 1261, 1262, 1263 AND 1264 EBE 27 = LOTS 1271, 1272, 1273, 1274 AND 1275 EBE 28 = LOTS 1281, 1282, 1283, 1284 AND 1285 EBE 29 = LOTS 1291, 1292, 1293, 1294 AND 1295 EBE 30 = LOTS 1301, 1302, 1303, 1304 AND 1025 EBE 31 = LOTS 1311, 1312, 1313, 1314 AND 1315 EBE 32 = LOTS 1321, 1322, 1323 AND 1324 EBE 35 = LOTS 1351, 1352, 1353, 1354 AND 1355 EBE 36 = LOTS 1361, 1362, 1363, 1364 AND 1365

	LINE TABL	.E		LINE TABL	E.
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S65°58'39"W	26.25	L40	S68°30'46"W	24.54
L2	S24°01'21"E	7.33'	L41	S21°29'14"E	7.33'
L3	S65°58'39"W	15.21'	L42	S68°30'46"W	12.21'
L4	N24°01'21"W	7.33'	L43	N21°29'14"W	7.33'
L5	S65°58'39"W	21.54'	L44	S68°30'46"W	26.25
L6	N65°58'39"E	17.00'	L45	S68°30'46"W	26.25
L7	S88°24'38"E	7.33'	L46	S21°29'14"E	7.33'
L8	S01°35'22"W	15.21'	L47	S68°30'46"W	15.21'
L9	N88°24'38"W	7.33'	L48	N21°29'14"W	7.33'
L10	N01°35'22"E	17.00'	L49	S68°30'46"W	21.54
L11	S01°35'22"W	17.00'	L50	N68°30'46"E	17.00'
L12	N88°24'38"W	7.33'	L51	S68°02'04"E	17.00'
L13	N01°35'22"E	15.21'	L52	N68°02'04"W	21.54
L14	S88°24'38"E	7.33'	L53	S21°57'56"W	7.33'
L15	N06°03'32"W	17.00'	L54	N68°02'04"W	15.21'
L16	S06°03'32"E	21.54'	L55	N21°57'56"E	7.33'
L17	N83°56'28"E	7.33'	L56	N68°02'04"W	26.25
L18	S06°03'32"E	15.21'	L57	N68°02'04"W	26.25
L19	S83°56'28"W	7.33'	L58	S21°57'56"W	7.33'
L20	S06°03'32"E	26.25'	L59	N68°02'04"W	15.21'
L21	S06°03'32"E	26.25	L60	N21°57'56"E	7.33'
L22	N83°56'28"E	7.33'	L61	N68°02'04"W	21.54
L23	S06°03'32"E	15.21'	L62	S68°02'04"E	17.00'
L24	S83°56'28"W	7.33'	L63	N71°10'36"E	17.00'
L25	S06°03'32"E	21.54'	L64	S71°10'36"W	21.54
L26	N06°03'32"W	17.00'	L65	S18°49'24"E	7.33'
L27	N09°49'08"E	17.00'	L66	S71°10'36"W	15.21'
L28	S09°49'08"W	21.54'	L67	N18°49'24"W	7.33'
L29	S80°10'52"E	7.33'	L68	S71°10'36"W	26.25
L30	S09°49'08"W	15.21'	L69	S71°10'36"W	26.25
L31	N80°10'52"W	7.33'	L70	S18°49'24"E	7.33'
L32	S09°49'08"W	26.25	L71	S71°10'36"W	15.21'
L33	S09°49'08"W	26.25	L72	N18°49'24"W	7.33'
L34	S80°10'52"E	7.33'	L73	S71°10'36"W	21.54'
L35	S09°49'08"W	15.21'	L74	N71°10'36"E	17.00'
L36	N80°10'52"W	7.33'			
1 37	S00°40'08"W	21 54'			

L37 | S09°49'08"W | 21.54'

L39 N68°30'46"E 17.00'

12/03/20 REVISED SUBDIVISION NAME
11/10/20 REVISED PER CITY COMMENTS
11/06/20 REVISED CERTIFICATES (SHEET 4 ONLY)
10/16/20 REVISED SHEET SIZE (ADDED SHEETS 4 AND 5)
10/08/20 REVISED OUTLOTS

8585 manhard.com ste Water Engineers 10/08/20 REVI

Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx: 630.691.816 Engineers | Water Resource Engineers | Water & Waste

EIGHBORHOOD 5 FIRST RESUBDIVISION

ITY OF YORKVILLE, ILLINOIS

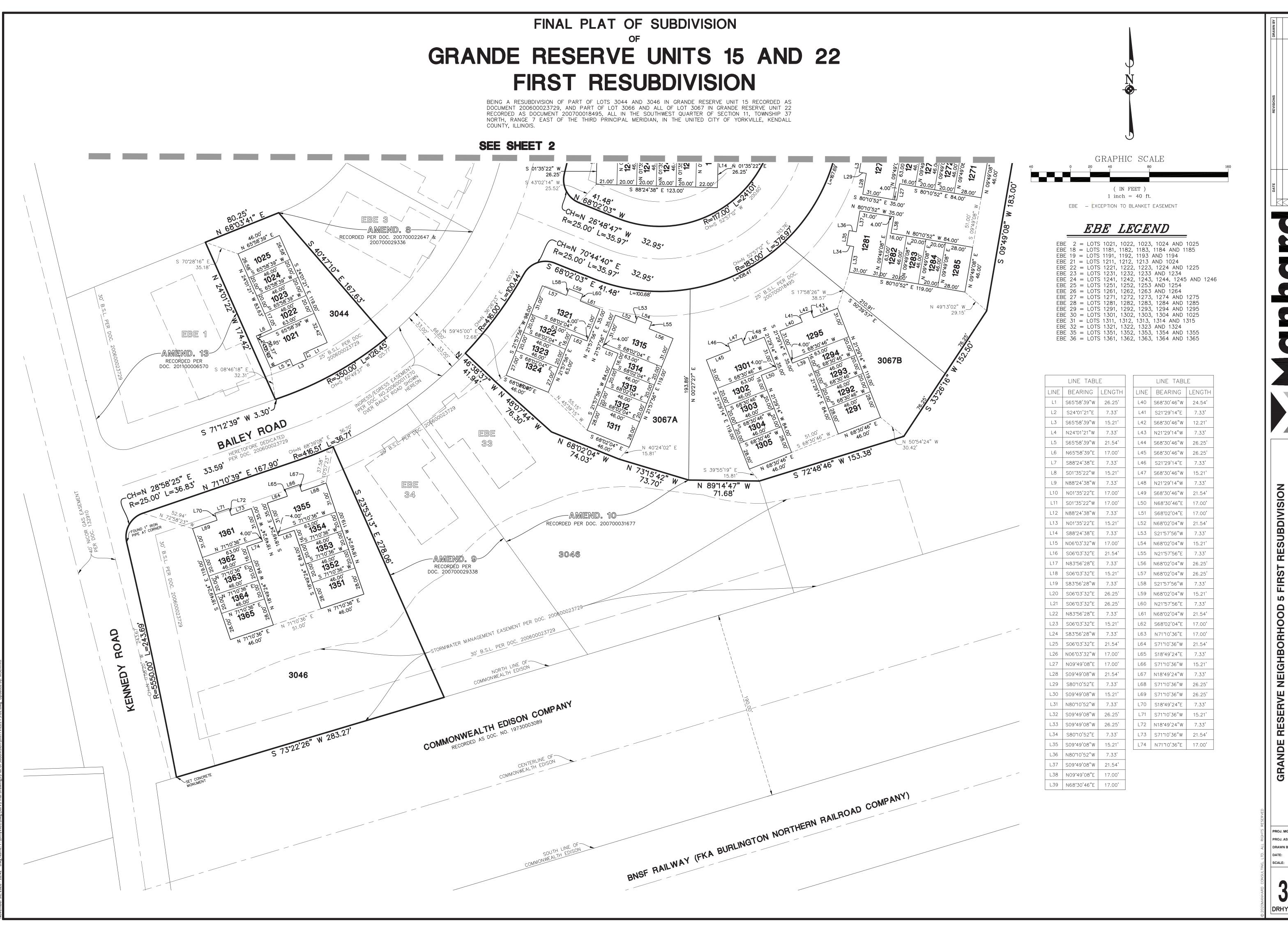
PLAT OF SUBDIVISION

NDE RESERVE NEIGHBORHOOD
UNITED CITY OF YORKVII

PROJ. MGR.: MCE
PROJ. ASSOC.: TJM
DRAWN BY: MGS
DATE: 09/01/20

1"=40'

2 of 5



UNITED CITY OF YORKVILLE, ILLINOIS SUBDIVISION

PROJ. MGR.: MCE PROJ. ASSOC.: TJM

09/01/20 <u>1"=40'</u> SCALE:

DRHYVIL01

# GRANDE RESERVE UNITS 15 AND 22 FIRST RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY ILLINOIS

LEGAL DESCRIPTION

# PROPOSED AREA TABLE

POS'E	D A	<u>REA</u>	
LOT	SQUARE		
NUMBER	FEET	Acres	
1021	2153	0.049	
1022	970	0.022	
1023	920	0.021	
1024 1025	920	0.021	
1181	1222 1264	0.028	
1182	920	0.021	
1183	920	0.021	
1184	920	0.021	
1185	1265	0.029	
1191	1219	0.028	
1192	919	0.021	
1194	1264	0.029	
1211	1242	0.029	
1212	920	0.021	
1213	920	0.021	
1214	1241 1288	0.029	
1222	920	0.021	
1223	920	0.021	
1224	920	0.021	
1225	1242	0.029	
1231	1242	0.029	
1232	920	0.021	
1233	920 1242	0.021	
1241	1434	0.023	
1242	1158	0.027	
1243	920	0.021	
1244	920	0.021	
1245	1141	0.026	
1246 1251	1497 1242	0.034	
1252	920	0.023	
1253	988	0.023	
1254	2064	0.047	
1261	2064	0.047	
1262	988	0.023	
1263 1264	920	0.021	
1271	1242 1288	0.029	
1272	920	0.021	
1273	920	0.021	
1274	988	0.023	
1275	2064	0.047	
1281 1282	2064 988	0.047	
1283	920	0.021	
1284	920	0.021	
1285	1288	0.030	
1291	1288	0.030	
1292 1293	920	0.021	
1294	920 988	0.021	
1295	2042	0.047	
1301	2064	0.047	
1302	988	0.023	
1303	920	0.021	
1304	920 1288	0.021	
1311	1288	0.030	
1312	920	0.021	
1313	920	0.021	
1314	988	0.023	
1315 1321	2065	0.047	
1321	2065 988	0.047	
1323	920	0.021	
1324	1242	0.029	
1351	1288	0.030	
1352	920	0.021	
1353 1354	920 988	0.021	
1355	2064	0.023	
1361	2064	0.047	
1362	988	0.023	
1363	920	0.021	
1364 1365	920 1288	0.021	
3044	11,906	0.030	
3046	56,188	1.290	
3066A	31,379	0.720	
3066B	21,632	0.496	
3067A 3067B	21,692 30,223	0.498	
3067B	30,223 46,502	1.067	
TOTAL	315,207	7.236	

### PARCEL 1:

LOT EBE 2 AND LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3044 THE FOLLOWING DESCRIBED LAND INCLUDED IN THE MILL CROSSINGS OF YORKVILLE CONDOMINIUM:

ALSO THAT PART OF LOT 3044 IN SAID GRANDE RESERVE UNIT 15, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 65 DEGREES 40 MINUTES 09 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 39.27 FEET, ALONG SAID NORTHERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 69 DEGREES 19 MINUTES 51 SECONDS EAST 35.36 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES 19 MINUTES 51 SECONDS EAST 106.11 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 107.62 FEET ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 43 MINUTES 44 SECONDS EAST 107.38 FEET; THENCE SOUTH 78 DEGREES 52 MINUTES 22 SECONDS WEST 132.03 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHWESTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 57 MINUTES 30 SECONDS WEST 20.75 FEET, TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 08 MINUTES 58 SECONDS WEST 186.97 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 19 DEGREES 57 MINUTES 30 SECONDS WEST 20.75 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES 52 MINUTES 22 SECONDS EAST 132.03 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHEASTERLY 42.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEGREES 30 MINUTES 28 SECONDS EAST 42.68 FEET, TO A POINT OF TANGENCY: THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 57.72 FEET, ALONG SAID EASTERLY LINE OF LOT 3044; THENCE SOUTH 84 DEGREES 04 MINUTES 11 SECONDS WEST 130.36 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE NORTHWESTERLY 60.64 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 35 MINUTES 18 SECONDS WEST 60.46 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION II, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 04 MINUTES 11 SECONDS EAST 130.36 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 133.33 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04

DEGREES 11 MINUTES 26 SECONDS WEST 100.26 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO

THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 5)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH. RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE ACCORDING THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENDING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS MINUTES 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 128.34 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 133.33 FEET; TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.55 FEET, ALONG SAID EASTERLY LINE; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 136.31 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.60 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 6)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 228.94 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 136.31 FEET. TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 51.63 FEET, ALONG SAID EASTERLY LINE, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 79.55 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 37 MINUTES 22 SECONDS WEST 79.38 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 32 SECONDS WEST 138.62 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 0 DEGREES 51 MINUTES 06 SECONDS EAST 17.47 FEET, TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 69.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS

# (AMENDMENT 7)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY: THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH O DEGREES 51 MINUTES 06 SECONDS WEST 17.47 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES 19 MINUTES 32 SECONDS EAST 138.62 FEET. TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE: THENCE SOUTHWESTERLY 126.46 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 29 MINUTES 07 SECONDS WEST 125.78 FEET; THENCE NORTH 61 DEGREES 06 MINUTES 53 SECONDS WEST 145.86 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 173.30 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 17 MINUTES 12 SECONDS EAST 163.82 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 8)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART A SUBDIVISION THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 104.04 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 24 MINUTES 09 SECONDS WEST 102.06 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 61 DEGREES 06 MINUTES 53 SECONDS EAST 145.86 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHWESTERLY 139.34 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 14 MINUTES 30 SECONDS WEST 138.42 FEET; THENCE NORTH 40 DEGREES 37 MINUTES 00 SECONDS WEST 167.63 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 86.63 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 50 MINUTES 15 SECONDS EAST 85.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND OF THE SOUTHEAST 1/4 OF SECTION IL AND OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NUMBER 200600023729, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 68 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 151.75 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 08 SECONDS EAST, 174.43 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF HERETOFORE DEDICATED BAILEY ROAD: THENCE SOUTH 71 DEGREES 20 MINUTES 53 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 154.47 FEET TO A POINT OF CURVATURE; THENCE EASTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.19 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 61 DEGREES 27 MINUTES 15 SECONDS WEST, 36.69 FEET) TO AN INTERSECTION WITH THE EAST LINE OF 90 FOOT WIDE KENNEDY ROAD AS HERETOFORE DEDICATED PER DOCUMENT NUMBER 200600016199 BEING ALSO THE WEST LINE OF LOT 3044 AFORESAID; THENCE NORTHERLY, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE OF LOT 3044, BEING A CURVED LINE, CONCAVE WEST, HAVING A RADIUS OF 5550.00 FEET, AN ARC LENGTH OF 53.06 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 14 DEGREES 31 MINUTES 42 SECONDS WEST, 53.06 FEET); THENCE NORTH 13 DEGREES 08 MINUTES 56 SECONDS WEST, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE, 86.01 FEET TO THE POINT OF BEGINNING, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

### PARCEL 2

LOTS EBE 35, EBE 36, AND LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3046 THE FOLLOWING DESCRIBED LAND:

### (AMENDMENT 9)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 283.27 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 23 DEGREES 42 MINUTES 35 SECONDS WEST 278.17 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 86.67 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 19 MINUTES 18 SECONDS EAST 86.52 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 48 SECONDS EAST 313.14 FEET, TO A POINT ON SAID SOUTHERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 152.03 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION IL, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 435.30 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 38 MINUTES 48 SECONDS WEST 313.14 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 78.61 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 56 MINUTES 23 SECONDS EAST 78.49 FEET, TO THE NORTHEAST CORNER OF SAID LOT 3046; THENCE SOUTH 46 DEGREES 28 MINUTES 24 SECONDS EAST 41.95 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3046; THENCE SOUTH 47 DEGREES 57 MINUTES 30 SECONDS EAST 76.30 FEET. ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 67 DEGREES 51 MINUTES 50 SECONDS EAST 74.03 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 05 MINUTES 29 SECONDS EAST 73.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 89 DEGREES 04 MINUTES 33 SECONDS EAST 71.68 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 17 DEGREES 01 MINUTE 01 SECONDS EAST 118.93 FEET, ALONG SAID EASTERLY LINE OF LOT 3046, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 218.28 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

# PARCEL 3:

LOT 3066, EBE 18, EBE 19, EBE 21, EBE 22, EBE 23 AND EBE 24 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,

EXCEPTING FROM LOT 3066 THE FOLLOWING DESCRIBED LAND:

### (AMENDMENT 11)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22. A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRDPRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANDE RESERVE UNIT 22 WITH THE WESTERLY RIGHT OF WAY LINE OF BISSEL DRIVE, THENCE SOUTH 01 DEGREE 38 MINUTES 17 SECONDS EAST 56.43 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3066, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 19.65 FEET, ALONG SAID EASTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1 533.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 0 MINUTES 22 SECONDS EAST 19.65 FEET; THENCE SOUTH 71 DEGREES 44 MINUTES 31 SECONDS MINUTES 201.56 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 48.95 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO A POINT OF CURVE; THENCE NORTHWESTERLY 33.31 FEET ALONG SAID WESTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 40 MINUTES 41 SECONDS WEST 33.31 FEET, TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 33.92 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 24 MINUTES 07 SECONDS EAST 31.38 FEET, TO A POINT OF TANGENCY; THENCE NORTH 68 DEGREES 16 MINUTES 24 SECOND EAST 84.06 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, TO A POINT OF CURVE; THENCE NORTHEASTERLY 78.34 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73 DEGREES 04 MINUTES 44 SECONDS EAST 78.24 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY 43.84 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 52 MINUTES 38 SECONDS EAST 38.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 12)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION II, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING ON THE WESTERLY LINE OF SAID LOT 3066, AT THE POINT OF CURVE SHOWN WEST OF EBE 17; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 157.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 97.00 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 107.00 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 97.00 FEET, TO A POINT ON THE SAID WESTERLY LINE OF LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 107.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### PARCEL

LOTS 3067, EBE 25, EBE 26, EBE 27, EBE 28, EBE 29, EBE 30, EBE 31 AND EBE 32 IN GRANDE RESERVE UNIT 22, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

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CONSpringer Drive, Lombard, IL 60148 ph:630.691.8500 fx: 630.691.8585 manhill Engineers | Water Resource Engineers | Water & Waste Water E

OF YORKVILLE, ILLINOIS AT OF SUBDIVISION

UNITED CITY OF YORKVIL

PROJ. MGR.: MCE

PROJ. ASSOC.: TJM

DRAWN BY: MGS

DATE: 09/01/20

SCALE: 1"=80'

SHEET

4 OF 5

DRHYVIL01

# GRANDE RESERVE UNITS 15 AND 22 FIRST RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL

ASSIGNS, THE CASEMENT PROCESSIONS WHICH ARE STATED HERCON.  THE UNDERGRENCE PURPIER CERTIFIES THAT ALL OF THE LAND INQUIDED IN THIS PLAT LIES WHITHIN THE BOUNDARES OF YORK WILL COMMAINTY UNIT SCHOOL DESTRICT 115 AND COMMAINTY OF COLOR OF THE COMMAINTY UNIT SCHOOL DESTRICT 115 AND COMMAINTY OF COLOR OF THE COMMAINTY UNIT SCHOOL DESTRICT 115 AND COMMAINTY UNITED PARTICIPATION OF THE COMMAINTY UNITED PARTICIP	WELLS FARGO NATIONAL BANK, NATIONAL ASSO PROPERTY DESCRIBED HEREIN, HEREBY CONSEN ABOVE AND FOREGOING PLAT OF SUBDIVISION APRIL 10, 2013 AS DOCUMENT NUMBER 2013/01 THE MORTGAGE RECORDED OCTOBER 5, 2015 / OFFICE OF THE RECORDER OF DEEDS, KENDALL THEREOF.  IN WITNESS WHEREOF, SAID WELLS FARGO NATI CAUSED THIS INSTRUMENT TO BE SIGNED BY IT  AT TAMPA, FLORIDA, THIS	NTS TO THE EXECUTION AND RECORDING OF THE AND HEREBY SUBMITS ITS MORTGACE RECORDED 2007570, AND THE FIRST AMENDMENT TO TO AS DOCUMENT NUMBER 201515992, IN THE COUNTY, ILLINOIS, TO ALL OF THE PROVISIONS OF THE P
THE MINESCHAPE PROPRIES CREATERS THAT ALL OF THE LAND MINURED IN THIS FLAT LESS WHITEIN THE BORNABES DE VISIONALE COMMUNITY UNIT SCHOOL DISTRICT 115 AND COMMUNITY COLLEGE DISTRICT 516.  DATED THIS	WELLS FARGO NATIONAL BANK, NATIONAL ASSOCIATED PROPERTY DESCRIBED HEREIN, HEREBY CONSENABOVE AND FOREGOING PLAT OF SUBDIVISION APRIL 10, 2013 AS DOCUMENT NUMBER 201300 THE MORTGAGE RECORDED OCTOBER 5, 2015 A OFFICE OF THE RECORDER OF DEEDS, KENDALL THEREOF.  IN WITNESS WHEREOF, SAID WELLS FARGO NATICAUSED THIS INSTRUMENT TO BE SIGNED BY IT AT TAMPA, FLORIDA, THIS	NTS TO THE EXECUTION AND RECORDING OF THE AND HEREBY SUBMITS ITS MORTGAGE RECORDED 2007570, AND THE FIRST AMENDMENT TO TO AS DOCUMENT NUMBER 201515992, IN THE COUNTY, ILLINOIS, TO ALL OF THE PROVISIONS COUNTY, ILLINOIS, TO THE PROVISIONS COU
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THE UNDERSIGNED FURTHER CERTIFIES THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115 AND COMMUNITY COLLEGE DISTRICT 516.  DATED THIS DAY OF, 2021.  GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P. A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP  BY: AVANTI PROPERTIES GROUP II, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP, ITS SOLE GENERAL PARTNER  BY: AVANTI MANAGEMENT CORPORATION, A FLORIDA CORPORATION, ITS SOLE GENERAL PARTNER  BY:  PRINTED NAME AND TITLE  OWNER'S ADDRESS  AVANTI MANAGEMENT CORPORATION 923 NORTH PENNSYLVANIA AVENUE WINTER PARK, FLORIDA 32789  NOTARY PUBLIC  STATE OF) SS		
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THE UNDERSIGNED FURTHER CERTIFIES THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115 AND		, 2021.
	DATED THIS DAY OF	
THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND	WITHIN THE BOUNDARIES OF YORKVILLE COMMU COMMUNITY COLLEGE DISTRICT 516.	

OWNER'S CONSENT

NOTARY PUBLIC

THIS IS TO CERTIFY THAT GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP, IS THE FEE OWNER OF THE PROPERTY DESCRIBED ON THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS

SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED THEREON, AND DOES

HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON

CITY ENGINEER'S CERTIFICATE CITY PLANNING AND ZONING COMMISSION CERTIFICATE STATE OF ILLINOIS) STATE OF ILLINOIS) COUNTY OF KENDALL) COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS \_\_\_ DAY OF\_\_\_\_\_, 2021. DATED AT YORKVILLE, ILLINOIS THIS \_\_\_ DAY OF\_\_\_\_\_, 2021. CHAIRMAN CITY ENGINEER CITY COUNCIL CERTIFICATE STATE OF ILLINOIS) COUNTY OF KENDALL) CITY ADMINISTRATOR'S CERTIFICATE APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS \_\_\_ DAY OF\_\_\_\_\_, 2021. STATE OF ILLINOIS) COUNTY OF KENDALL) MAYOR APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE CITY CLERK'S CERTIFICATE STATE OF ILLINOIS) CITY ADMINISTRATOR COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE KENDALL COUNTY CLERK'S CERTIFICATE UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No.\_\_\_\_\_ AT A MEETING HELD THIS \_\_\_ DAY OF\_\_\_\_\_, 2021 STATE OF ILLINOIS ) COUNTY OF KENDALL) CITY CLERK LAND INCLUDED IN THE PLAT HEREIN DRAWN. ANNEXED PLAT. THIS\_\_\_\_\_, A.D., 2021. COUNTY CLERK SURFACE WATER STATEMENT STATE OF ILLINOIS COUNTY OF DuPAGE ) TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION. DATED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_\_, 2021. MAUREEN C. EGAN ILLINOIS REGISTERED PROFESSIONAL ENGINEER ILLINOIS REGISTRATION NUMBER 062-059932 LICENSE EXPIRES NOVEMBER 30, 2021 OWNER/ATTORNEY: \_\_\_ LICENSED

PRINTED NAME AND TITLE

, 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. UNITED CITY OF YORKVILLE, ILLINOIS, THIS \_\_\_ DAY OF\_\_\_\_\_, 2021. \_,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 I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE, ILLINOIS,

PROFESSIONAL

ENGINEER 💥

KENDALL COUNTY RECORDER'S CERTIFICATE

KENDALL COUNTY RECORDER

STATE OF ILLINOIS ) COUNTY OF KENDALL) THIS INSTRUMENT\_\_\_\_\_ \_\_WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS\_\_\_\_DAY OF\_\_\_\_\_ A.D., 2021, AT\_\_\_\_\_O'CLOCK\_\_\_\_.M., AND WAS RECORDED IN BOOK\_\_\_\_\_OF PLATS ON PAGE\_\_\_\_\_

PERMISSION TO RECORD

STATE OF ILLINOIS COUNTY OF DUPAGE )

I, TIMOTHY J. MURPHY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO A REPRESENTATIVE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS THE AUTHORITY TO RECORD THIS PLAT ON OR BEFORE DECEMBER 31, 2021. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS 3RD DAY OF DECEMBER, A.D. 2020.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO 035-002870

LICENSE EXPIRES NOVEMBER 30, 2022

ILLINOIS **PROFESSIONAL** LAND SURVEYOR NO. 2870

SURVEYOR'S CERTIFICATE

COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, TIMOTHY J. MURPHY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002870, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED PROPERTY DESCRIBED

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED IN ACCORDANCE WITH THE PLAT ACT AND THE ILLINOIS ADMINISTRATIVE CODE, SECTION 1270.56 MINIMUM STANDARDS OF PRACTICE AND THAT ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17093C0035H WITH AN EFFECTIVE DATE OF JANUARY 8, 2014 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE X (OTHER AREAS). ZONE X (OTHER AREAS IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD. APPROXIMATE LOCATIONS OF FLOOD ZONES HAVE BEEN SHOWN HEREON BASED ON THE CURRENT FLOOD INSURANCE RATE MAPS.

I FURTHER CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET, AND SAID MONUMENTS WILL BE 5/8" DIAMETER BY 24" LONG IRON RODS, UNLESS OTHERWISE NOTED, AND AS REQUIRED BY THE PLAT ACT (765 ILCS 205/). THE EXTERIOR SUBDIVISION MONUMENTS HAVE BEEN SET AND INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT (SECTION 1270-56 OF THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT OF 1989).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY 65 ILCS, ARTICLE 5, SECTION 11-12-6 AS AMENDED.

DATED THIS 3RD DAY OF DECEMBER, 2020.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002870 LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350 LICENSE EXPIRES APRIL 30, 2021

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY.



DIVISION  $\mathbf{\Omega}$ ILLINOIS R

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NEIGHBORHOOD

S

SUBDIVISION YORKVILLE, OF

CITY UNITED

PROJ. MGR.: MCE PROJ. ASSOC.: TJM

SHEET

DRHYVIL01

### **EXHIBIT A**

### **LEGAL DESCRIPTION**

### PARCEL 1:

LOT EBE 2 AND LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3044 THE FOLLOWING DESCRIBED LAND INCLUDED IN THE MILL CROSSINGS OF YORKVILLE CONDOMINIUM:

### (AMENDMENT 2)

ALSO THAT PART OF LOT 3044 IN SAID GRANDE RESERVE UNIT 15, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 65 DEGREES 40 MINUTES 09 SECONDS EAST. ALONG THE NORTHERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 39.27 FEET, ALONG SAID NORTHERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 69 DEGREES 19 MINUTES 51 SECONDS EAST 35.36 FEET. TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES 19 MINUTES 51 SECONDS EAST 106.11 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 107.62 FEET, ALONG SAID EASTERLY LINE OF LOT 3044. ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 43 MINUTES 44 SECONDS EAST 107.38 FEET: THENCE SOUTH 78 DEGREES 52 MINUTES 22 SECONDS WEST 132.03 FEET. TO A POINT ON THE WESTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE: THENCE NORTHWESTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 57 MINUTES 30 SECONDS WEST 20.75 FEET, TO A POINT OF TANGENCY: THENCE NORTH 23 DEGREES 08 MINUTES 58 SECONDS WEST 186.97 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY. ILLINOIS,

### (AMENDMENT 3)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 19 DEGREES 57 MINUTES 30 SECONDS

WEST 20.75 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES 52 MINUTES 22 SECONDS EAST 132.03 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHEASTERLY 42.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEGREES 30 MINUTES 28 SECONDS EAST 42.68 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 57.72 FEET, ALONG SAID EASTERLY LINE OF LOT 3044; THENCE SOUTH 84 DEGREES 04 MINUTES 11 SECONDS WEST 130.36 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE NORTHWESTERLY 60.64 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 35 MINUTES 18 SECONDS WEST 60.46 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 4)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION II. AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH. RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044: THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET. ALONG THE WESTERLY LINE OF SAID LOT 3044. TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044. TO THE POINT OF BEGINNING: THENCE NORTH 84 DEGREES 04 MINUTES 11 SECONDS EAST 130.36 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.31 FEET, ALONG SAID EASTERLY LINE OF LOT 3044: THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 133.33 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.26 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 5)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE ACCORDING THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENDING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT

3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS MINUTES 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 128.34 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 133.33 FEET; TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.55 FEET, ALONG SAID EASTERLY LINE; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 136.31 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.60 FEET, ALONG SAID WESTERLY LINE OF LOT 3044. TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 6)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE: THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 228.94 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING: THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 136.31 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 51.63 FEET, ALONG SAID EASTERLY LINE, TO A POINT OF CURVE: THENCE SOUTHWESTERLY 79.55 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 37 MINUTES 22 SECONDS WEST 79.38 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 32 SECONDS WEST 138.62 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 0 DEGREES 51 MINUTES 06 SECONDS EAST 17.47 FEET, TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 69.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS

### (AMENDMENT 7)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044. ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 0 DEGREES 51 MINUTES 06 SECONDS WEST 17.47 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES 19 MINUTES 32 SECONDS EAST 138.62 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE: THENCE SOUTHWESTERLY 126.46 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 29 MINUTES 07 SECONDS WEST 125.78 FEET; THENCE NORTH 61 DEGREES 06 MINUTES 53 SECONDS WEST 145.86 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 173.30 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 17 MINUTES 12 SECONDS EAST 163.82 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 8)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART A SUBDIVISION THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE: THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044. TO A POINT OF CURVE; THENCE SOUTHWESTERLY 104.04 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 24 MINUTES 09 SECONDS WEST 102.06 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 61 DEGREES 06 MINUTES 53 SECONDS EAST 145.86 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE: THENCE SOUTHWESTERLY 139.34 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 14 MINUTES 30 SECONDS WEST 138.42 FEET: THENCE NORTH 40 DEGREES 37 MINUTES 00 SECONDS WEST 167.63 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A

CURVE; THENCE NORTHEASTERLY 86.63 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 50 MINUTES 15 SECONDS EAST 85.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 13)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND OF THE SOUTHEAST 1/4 OF SECTION IL AND OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NUMBER 200600023729, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 68 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 151.75 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 08 SECONDS EAST, 174.43 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF HERETOFORE DEDICATED BAILEY ROAD; THENCE SOUTH 71 DEGREES 20 MINUTES 53 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 154.47 FEET TO A POINT OF CURVATURE; THENCE EASTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.19 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 61 DEGREES 27 MINUTES 15 SECONDS WEST, 36.69 FEET) TO AN INTERSECTION WITH THE EAST LINE OF 90 FOOT WIDE KENNEDY ROAD AS HERETOFORE DEDICATED PER DOCUMENT NUMBER 200600016199, BEING ALSO THE WEST LINE OF LOT 3044 AFORESAID; THENCE NORTHERLY, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE OF LOT 3044, BEING A CURVED LINE, CONCAVE WEST, HAVING A RADIUS OF 5550.00 FEET, AN ARC LENGTH OF 53.06 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 14 DEGREES 31 MINUTES 42 SECONDS WEST, 53.06 FEET): THENCE NORTH 13 DEGREES 08 MINUTES 56 SECONDS WEST, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE, 86.01 FEET TO THE POINT OF BEGINNING. IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

### PARCEL 2:

LOTS EBE 35, EBE 36, AND LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3046 THE FOLLOWING DESCRIBED LAND:

### (AMENDMENT 9)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15. BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 283.27 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 23 DEGREES 42 MINUTES 35 SECONDS WEST 278.17 FEET. TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046: THENCE NORTHEASTERLY 86.67 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 19 MINUTES 18 SECONDS EAST 86.52 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 48 SECONDS EAST 313.14 FEET. TO A POINT ON SAID SOUTHERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 152.03 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 10)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION IL. AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 435.30 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 38 MINUTES 48 SECONDS WEST 313.14 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 78.61 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 56 MINUTES 23 SECONDS EAST 78.49 FEET, TO THE NORTHEAST CORNER OF SAID LOT 3046; THENCE SOUTH 46 DEGREES 28 MINUTES 24 SECONDS EAST 41.95 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3046; THENCE SOUTH 47 DEGREES 57 MINUTES 30 SECONDS EAST 76.30 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 67 DEGREES 51 MINUTES 50 SECONDS EAST 74.03 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 05 MINUTES 29 SECONDS EAST 73.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 89 DEGREES 04 MINUTES 33 SECONDS EAST 71.68 FEET. ALONG SAID EASTERLY LINE OF LOT 3046: THENCE SOUTH 17 DEGREES 01 MINUTE 01 SECONDS EAST 118.93 FEET, ALONG SAID EASTERLY LINE OF LOT 3046, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 218.28 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### PARCEL 3:

LOT 3066, EBE 18, EBE 19, EBE 21, EBE 22, EBE 23 AND EBE 24 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

### EXCEPTING FROM LOT 3066 THE FOLLOWING DESCRIBED LAND:

### (AMENDMENT 11)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRDPRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANDE RESERVE UNIT 22 WITH THE WESTERLY RIGHT OF WAY LINE OF BISSEL DRIVE, THENCE SOUTH 01 DEGREE 38 MINUTES 17 SECONDS EAST 56.43 FEET. ALONG THE EASTERLY LINE OF SAID LOT 3066, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 19.65 FEET, ALONG SAID EASTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1 533.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 0 MINUTES 22 SECONDS EAST 19.65 FEET: THENCE SOUTH 71 DEGREES 44 MINUTES 31 SECONDS MINUTES 201.56 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 48.95 FEET, ALONG SAID WESTERLY LINE OF LOT 3066. TO A POINT OF CURVE; THENCE NORTHWESTERLY 33.31 FEET ALONG SAID WESTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 40 MINUTES 41 SECONDS WEST 33.31 FEET, TO A POINT OF REVERSE CURVE: THENCE NORTHEASTERLY 33.92 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 24 MINUTES 07 SECONDS EAST 31.38 FEET, TO A POINT OF TANGENCY; THENCE NORTH 68 DEGREES 16 MINUTES 24 SECOND EAST 84.06 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, TO A POINT OF CURVE: THENCE NORTHEASTERLY 78.34 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73 DEGREES 04 MINUTES 44 SECONDS EAST 78.24 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY 43.84 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 52 MINUTES 38 SECONDS EAST 38.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### (AMENDMENT 12)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION II, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING ON THE WESTERLY LINE OF SAID LOT 3066.

AT THE POINT OF CURVE SHOWN WEST OF EBE 17; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 157.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 97.00 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 107.00 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 97.00 FEET, TO A POINT ON THE SAID WESTERLY LINE OF LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 107.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

### PARCEL 4:

LOTS 3067, EBE 25, EBE 26, EBE 27, EBE 28, EBE 29, EBE 30, EBE 31 AND EBE 32 IN GRANDE RESERVE UNIT 22, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



November 2, 2020

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

Re: Grande Reserve Neighborhood 5 (Unit 15 & 22)
Final Plat Review
United City of Yorkville, Kendall County, Illinois

### Dear Krysti:

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

- Final Plat for Resubdivision of Grande Reserve Neighborhood 5 First Resubdivision dated October 9, 2020 and prepared by Manhard Consulting Ltd.
- Exhibit A Legal Description
- Application for Final Plat/Replat dated October 16, 2020

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:

The City's certificates need to be used. The developer should contact Mark Scheller (mscheller@eeiweb.com) with EEI to obtain.

Ms. Krysti Barksdale-Noble November 2, 2020 Page 2 of 2

The plat should be revised and resubmitted for further review. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Chief Operating Officer / President

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. Dean Edmeier, North Branch Land Company, LLC (Via e-mail)

Mr. Bruce Mellen, DR Horton (via e-mail)

Ms. Maureen Egan, Manhard Consulting, Inc. (via e-mail)

MGS, TNP, NLS EEI (Via e-mail)

# DRAFT

### UNITED CITY OF YORKVILLE PLAN COUNCIL

Thursday, November 12, 2020, 9:00am Yorkville City Hall, Conference Room 800 Game Farm Road

NOTE: In accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Agency Act, this meeting was held by allowing remote attendance to encourage social distancing due to the current pandemic.

### **IN ATTENDANCE:**

Krysti Barksdale Noble, Community Development Director/remote attendance
Jason Engberg, Senior Planner/remote attendance
Brad Sanderson, City Engineer/EEI/remote attendance
David Schultz, HR Green, representing Abby Properties/remote attendance
Ashley Rhea Shields, John Greene Realtors representing Abby Properties/remote attendance
Mr. Chris Lester, representing DR Horton/remote attendance
Jeff Ende, representing DR Horton/remote attendance

Mr. Engberg called the meeting to order at 9:00am.

**1. Minutes for Approval:** January 23, 2020 The minutes were approved as presented.

### 2. PZC 2020-11 Kendall Marketplace – Phase 2 & 3 (Final Plat)

### Jason Engberg Comments:

Mr. Engberg said Phase 1 was discussed at the last meeting and this meeting will focus on Phase 2 & 3 with an additional 72 units. The phasing plan and final plat match the preliminary plan set forth in the ordinance. He said Phases 2, 3 and 4 could all be done now to eliminate another meeting. He asked if the Phase 4 stormwater management detention pond also serves plat 2 and 3.

### Krysti Barksdale-Noble Comments:

Ms. Noble said comments she received from residents from the first phase apply to the current phases and concern dust, parking on Blackberry Shore Lane and construction traffic should not park on or enter the site from Blackberry Shore Lane. Ms. Shields said she will remind the various companies such as ComEd, Nicor, etc. to enter through the construction entrance. Access roads are being built now that should help keep utilities off Blackberry Shore Lane.

### Dave Schultz Comments:

Mr. Schultz addressed the stormwater question and said the detention pond is sized appropriately for all phases and also serves the single-family and multi-family areas. With respect to considering Phase 4 at

this time, he said he would refer the question to Abby Properties. He said it was a funding and bonding mechanism and they might not want to take on so much at this time. Ms. Shields concurred and said they would not want to take on that burden now. Ms. Noble asked them to keep in mind that any future requests to do underground work in unplatted areas would be denied. Mr. Schultz also noted that the property is in the Plano School District and he was not sure about the marketing aspect.

### **Brad Sanderson Comments:**

He said there are just small items to clean up the plat and he will work with Mr. Schultz to insure final engineering plans and permits are in place. He will need updated estimates prior to the final plat being executed.

### General Discussion:

If the developers added Phase 4, Mr. Schultz asked what implications that would have now and wondered if they would have to start over with the application process. Ms. Noble said it could be done as an addendum and there would be staff review time.

Ms. Shields will speak with the developer with the concerns about going underground and said it would behoove them to be able to have it all done, but the bonding is a concern.

Ms. Noble also asked Mr. Schultz about the functionality of the basin and if it's dry. Mr. Schultz replied it is a dry basin, but probably has not been accepted yet and that it is tied to the single-family. Before any occupancy is granted for any areas using it, Mr. Sanderson said it must be maintained and that it will be part of the punchlist. He said there was a time when lack of maintenance was accepted, but upkeep will be needed. He will make all aware of the needs. Encap will likely perform an inspection and provide a status of the basin and then all can coordinate before the end of construction. Phase 1 is not dependent on it, but is tied to the larger basin, said Mr. Schultz. In addition, Ms. Noble said it is a native area and appropriate plantings are necessary.

This project will be on the agenda for the December 1 Economic Development Committee meeting which will likely be virtual, said Mr. Engberg.

### 2. PZC 2020-12 Grande Reserve Townhomes (Final Plat)

Ms. Noble provided background for this project and said the petitioner is looking at Grande Reserve Neighborhood #5 combined with unit 15 and 22 and are purchasing lots to build townhomes. They are changing from blanket exemptions to blanket easements (EBE) thereby changing it to fee-simple lots.

DR Horton representatives said builders have largely gone away from EBE building envelopes and in the past, lots would be parceled out depending on when they were built which caused problems. They said it was simpler to identify lots beforehand and convey individual fee-simple parcels.

Mr. Sanderson said Manhard agreed to correct minor items remaining.

There is a new submittal form in the package and Ms. Noble said she will update the information on the website for all committee meetings.

Mr. Engberg said any new materials are needed by November 20<sup>th</sup> for future meetings. This item will move to the Economic Development Committee on December 1 and to the January Planning and Zoning Commission. Drafts of staff memos to EDC will be available prior to the meeting.

### Adjournment

There was no further business and the meeting adjourned at 9:17am.

Minutes transcribed from audio by Marlys Young, Minute Taker





December 7, 2020

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

Re: Grande Reserve Neighborhood 5 (Unit 15 & 22)

Final Plat Review

United City of Yorkville, Kendall County, Illinois

### Dear Krysti:

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

• Final Plat for Subdivision of Grande Reserve Units 15 and 22 First Resubdivision dated October 9, 2020 revised December 3, 2020 and prepared by Manhard Consulting Ltd.

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:

We find the final plat to be in general conformance with the City ordinances and standards.

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Chief Operating Officer / President

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. Dean Edmeier, North Branch Land Company, LLC (Via e-mail)

Mr. Bruce Mellen, DR Horton (via e-mail)

Ms. Maureen Egan, Manhard Consulting, Inc. (via e-mail)

MGS, TNP, NLS EEI (Via e-mail)



### Reviewed By:

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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2021-03

### Agenda Item Summary Memo

Title: FY 21 Budget	Update			
Meeting and Date:	City Council – February 9, 20	)21		
Synopsis:		_		
Council Action Previ	ously Taken:			
Date of Action: N/A	Action Taken:			
Type of Vote Require	ed: N/A			
Council Action Requ	ested: Discussion	_		
Submitted by:	Bart Olson	Administration		
<u> </u>	Name	Department		
Agenda Item Notes:				



### Memorandum

To: City Council

From: Bart Olson, City Administrator

Rob Fredrickson, Finance Director

Date: February 4, 2021

Subject: FY 21 Budget Updates – Pandemic and Recession

### **Summary**

A review of potential budget updates for the FY 21 budget, due to the COVID-19 pandemic and likely national recession.

### **Background**

The City Council last discussed the FY 21 budget memo at the January 26<sup>th</sup> City Council meeting. For ease of use, we have kept the structure and content of that memo and will add commenting paragraphs below each bulletpoint with any updates.

### <u>Important concepts (new text only where update is noted)</u>

- 1. What will be the size and length of the economic downturn? What will be the timing and shape of the recovery?
  - a. April 23, 2020 Update Here's some article headlines and a chart on the economic situation:
    - i. "US Weekly jobless claims hit 4.4 million, bringing 5-week total to more than 26 million" CNBC
    - ii. "Stocks fight for gains as small business relief overshadows job losses" Fox Business
  - b. May 7, 2020 Update Wednesday's unemployment filing report from the federal government showed another ~3.2m in unemployment claims and around 33 million claims during the pandemic. The April jobs report is expected to be released the morning of Friday, May 8<sup>th</sup>, and is expected to show the worst job losses in any one month in American history and an unemployment rate of ~15%. As a comparison, the worst unemployment rate during the Great Recession was around 10%, when 7.5 million jobs were lost over the course of a year and a half, and the worst unemployment rate estimate during the Great Depression was 25%.
  - c. June 10, 2020 Update Originally the BLS reported that after declining by 20.7 million in April, non-farm payrolls increased by 2.5 million in May, causing unemployment to fall from 14.7% to 13.3%. Initially this report was viewed positively, as most economists had forecasted the national unemployment rate to rise to 19% by the end of May. However, the BLS later disclosed that the jobs report contained a misclassification error, that not only affected May, but April and March as well. Revised projections put April unemployment at 19.7%,

- falling to around 16% in May. Moreover, the Federal Reserve continues to anticipate a slow economic recovery, predicting unemployment to be at 9.3% at the end of 2020, followed by a further decline to 6.5% by the end of 2021 (unemployment was 3.5% at the end of 2019).
- d. July 23, 2020 Update After adding 2.7 million jobs in May, employers added a record 4.8 million jobs in June, as the national unemployment rate dipped to 11.1%. Closer to home, the state unemployment rate continues to track above the national rate at 14.6%; down from its peak of 17.2% in April.
- e. August 20, 2020 Update The unemployment rate continued to decline in July, finishing at 10.2%, as employers added 1.8 million jobs to their payrolls. Supplemental weekly unemployment benefits in the amount of \$600, funded by the Federal government's CARES program, expired at the end of July; as Congress continues to debate the possibility of a second stimulus program.
- f. September 17, 2020 Update Unemployment fell from 10.2% in July to 8.4% in August, which is the first time its been under 10% since March. Approximately \$1.4 million jobs were added in August, with widespread job gains reported in the retail, business services, leisure & hospitality, education and health service industries. Hiring was also bolstered by the federal government, with the Census Bureau adding 238,000 temporary workers. Nonetheless, many economists remain cautious when looking at the months ahead, stating that the U.S. economy may not return to pre-pandemic levels until late 2022.
- g. November 19, 2020 Update Over the last couple months the national unemployment rate has continued to fall, finishing at 7.9% in September and decling further to 6.9% at the end of October. Nonetheless, this is still double the February (i.e pre-pandemic) rate of 3.5%; as many economist continue to warn that the economy needs widespread distribution of a vaccine before unemployment levels return to historical norms.
- 2. Income tax filings have been delayed by the state from April to July. Late penalties are being waived, giving people less incentive to file on time. This will delay the observation of the economic downturn on state income tax payments, causing less accurate LGDF estimates.
  - a. April 23, 2020 Update LGDF estimates have not been created by the IML or IGFOA, but the Governor's Office of Management and Budget (GOMB) has released their own estimates for impacts to state income taxes. While these revenue estimates are not exactly correlated to the City's share of state income taxes, they are a good baseline. As of early April, the GOMB is anticipating a 6.9% decline in individual income taxes for their entire FY 20 budget estimates, which ends June 30, 2020, and another 8.8% decline in individual income taxes for the entire FY 21 budget estimate, which ends June 30, 2021. For those same time periods, they anticipate corporate income taxes to decrease 12% and 17% off their budget estimates. Our early staff estimate is that this could impact the City's FY 20 budget by \$130,000 and the FY 21 budget by \$120,000.
  - b. May 7, 2020 Update IML released its LGDF estimates this week, anticipating a 15% decline over FY 20 actuals. Based on the GOMB estimate of around a 7% decrease from my April 23<sup>rd</sup> update above, this is a further loss of around

- \$160,000 in the general fund. A spreadsheet of City budget comparisons to the IML estimate is attached to this memo.
- c. May 21, 2020 Update May's allotment of income tax came in at \$191,781 50% less than the last May's allotment of \$381,988. However, this is a bit skewed, as last May's allotment was unusually high due to the timing of receipts by the State. Historically May income tax proceeds have been around \$260,000; which would put the current years decrease at ~26%, which is slightly better than management's expectations for May of a 29% reduction. Assuming a similar decrease in proceeds for the June allotment, income taxes would finish FY 20 around \$1.836M (6.6% decrease from FY 19 amounts); which is ~\$70,000 less than management's assumption of \$1.905M based upon IML projections.
- d. June 10, 2020 Update June's allotment of income tax came in at \$118,791, which is essentially even with last June's allotment of \$119,293. Income tax receipts will finish FY 20 at approximately \$1.87M, which is a 5% decrease in comparison to last year; but \$34,000 better than what was projected last month. The City had been estimating a per capita income tax revenue of \$85, based on GOMB estimates and early IML income tax narratives for FY 21, but these most recent figures have caused IML to issue a FY 21 per capita estimate of \$97. If \$97 per capita comes to fruition in FY 21, that would match the FY 20 actual figures (i.e. revenues are flat). Finally, it appears that the income tax payment extensions have had minimal impact on income tax revenues.
- e. July 23, 2020 Update July's income tax proceeds totaled \$188,635, which is about 6% higher than the prior year's allotment of \$178,400. Thus far income tax proceeds have continued to defy earlier GOMB estimates, which were anticipating a ~7% decline for FY 21. As mentioned last month, the IML currently has income tax pegged at \$97 per capita. Assuming this prediction holds, the City's income tax would total around \$1.85M for FY 21, which would be similar to FY 20 totals, but approximately \$50,000 under FY 21 budget amounts.
- f. August 20, 2020 Update August income tax proceeds, which totaled \$257,905, more than double in comparison to the amount received in the prior year (\$127,883 August 2019); ostensibly due to the extension of the State tax filing deadline to July 15<sup>th</sup>. This year-over-year increase of ~\$130,000 helps offset the sharp decrease experienced in May, when income tax proceeds declined by ~\$190,000. The IML estimate remains at \$97 per capita for FY 21 which would equate to an annualized amount of \$1.85M for the City. Assuming the IML estimate comes to fruition, FY 21 income taxes would be ~\$50,000 below the budgeted amount of \$1.897M; but \$100,000 better than our current projection for FY 21 of \$1.75M (this worse case figure assumes that the referendum this November authorizing a graduated State income tax rate fails and results in a further cuts to the LGDF, which would result in a year-over-year decrease of 6.5%).
- g. September 17, 2020 Update September's allotment of income tax came in at \$146,132, which is 29% higher than last September's amount of \$113,183. Once again, this increase, at least in part, is presumably tied to the State's decision to defer the income tax deadline to July 15<sup>th</sup>. While income tax has started off FY

- 21 very strong, IML estimates are showing an expected long-term decline in this revenue stream.
- h. October 22, 2020 Update October income tax proceeds totaled \$211,612, which was a 4.8% increase over the amount received in the prior year (\$201,938 October 2019). The IML estimate, currently at \$98 per capita for FY 21 (which would equate to an annualized amount of \$1.86M for the City which is roughly \$40,000 under the budget amount of \$1.9M), is expected to be revised downward later this month. In addition, the fate of the graduated State income tax referendum will be determined by voters in less than two weeks, which may result in further cuts to the LGDF should it fail.
- i. November 5, 2020 update As mentioned at the October 27<sup>th</sup> City Council meeting, the IML revised its income tax estimates for FY 21 to \$105 per capita, which is unexpectedly far greater than their prior estimates of \$98 per capita (and where the City currently estimates). Since the meeting, the progressive income tax referendum has failed, with the Governor vowing to look at large cuts in state government services and revenue sharing (including, presumably, LGDF) before pivoting to a likely across the board flat-income tax increase. It is not known how exactly the state will address its budget shortfall, especially given the unlikelihood of an immediate federal package to address revenue shortfalls for state and local governments. During last year's budget address, the Governor did propose that if the income tax referendum fails, municipalities would see a 5 percentage point decrease in LGDF revenues. However, that decrease would have to be agreed upon by the legislature, and its proposal came before the pandemic.
- j. November 19, 2020 update November's allotment of income tax came in at \$142,988, which is 8.5% higher than last November's amount of \$131,796. Thus far in FY 21, income tax proceeds have remained resilient despite the pandemic; whether or not this continues remains to be seen, as unemployment is expected to rise as the State implements various mitigating efforts to combat the spread of COVID-19. In addition, there is a strong likelihood that the State will make further cuts to the LGDF, due to the failure of the progressive income tax referendum earlier this month.
- k. January 7, 2021 update December's allotment of income tax came in at \$126,592, which is slightly higher than last December's amount of \$124,542 (+1.7%). Over the last 12-months, income tax is up about 2%; although uncertainty remains regarding future cuts to the LGDF as the State begins its FY 22 budget process.
- 1. January 21, 2021 Update Income tax proceeds for January were quite robust, coming in at \$201,687 which is a 16% increase over last January's amount of \$174,077. As mentioned previously, income tax is up 2.6% over the last 12-months, although uncertainty remains regarding future cuts to the LGDF.
- 3. Sales tax submittals to the state by bars and restaurants is being deferred in timing and amount. Certain bars and restaurants may now pay only a portion of their obligation of state sales tax for February, March, and April consumer sales through August 2020.
  - a. May 7, 2020 Update The March state sales tax report was released on May 7, 2020. This March report covers February consumer sales, which were generally

- pre-pandemic, but this is the first period where bars and restaurants could defer their payment of sales taxes to the state. The February consumer sales were much higher than the City expected, even in a normal budget. The February 2020 consumer sales tax amounts were 9% higher than the February 2019 consumer sales tax amounts. We have not been able to verify this theory with business-level sales tax data, but it appears almost no businesses chose to defer their sales tax payments to the state.
- b. June 10, 2020 Update The April state sales tax report was released on June 4, 2020. This April report covered March consumer sales, which was the first month impacted by the pandemic, as the Governor's shelter in place order went into effect on March 20<sup>th</sup>. Despite the temporary closure of all businesses deemed "non-essential" and the suspension of dining room service for restaurants, sales tax proceeds came in slightly higher than last year (\$255,881 for June 2020 vs. \$254,112 in June 2019). Sales tax is expected to finish at ~\$3.22M for FY 20, which is better than the approved budget and better than our own internal estimates. It appears that the option to defer payments has not impacted our sales tax figures.
- c. July 9, 2020 Update The May state sales tax report was released on July 9, 2020. This May report covered April consumer sales, which was the first full month impacted by the pandemic, as the Governor's shelter in place order, which initially went into effect on March 20<sup>th, was</sup> extended through April 30<sup>th</sup>. Despite the continued closure of all businesses deemed "non-essential" and the suspension of dining room service for restaurants, sales tax proceeds came in only marginally lower (0.77%) than last year (\$257,366 for July 2020 vs. \$259,358 in July 2019). Based on sales tax trends over the last two months, management has revised its FY 21 sales tax projections to around \$3 million, which is about a 7% decline from the FY 20 actual amount of ~\$3.22M (unaudited). As stated last month, it appears that the option to defer payments has not had any material impact on our sales tax figures. Despite the resilience of municipal sales taxes, Non-Home Rule (NHR) taxes have not fared nearly as well. After declining year-over-year by 6% last month, July's allotment for NHR sales taxes came in at 87% of last year's amount. Ostensibly the reason for this decline is that most consumers are purchasing items that are exempt from NHR sales taxes (i.e. food, drug, medical appliances, etc.). Current FY 21 projections put NHR Sales at ~\$2.08M, which is decline of approximately 14% in comparison to the FY 20 amount of \$2.41M (unaudited).
- d. August 6, 2020 Update The June state sales tax report was released on August 6<sup>th</sup>. This June report covered May consumer sales, which was the second full month impacted by the pandemic, as the Governor's orders were extended through the end of May and the state spent all of the month in phase 2 of the Restore Illinois plan. Despite the continued closure of all businesses deemed non-essential and the suspension of indoor dining service, sales tax proceeds came in flat (0.12% growth) compared to last year. As mentioned in the July 9<sup>th</sup> update above, we have revised our FY 21 regular sales tax estimate to \$3 million, and this June state sales tax report amount is slightly better than our model would expect (i.e. evidence supporting that FY 21 regular sales tax could be higher than

- \$3 million). However, non-home rule sales taxes are down 20% year over year, which indicates non-essential purchases are being delayed by consumers. Further, this phenomenon is being observed in municipalities across the region. We will be monitoring these figures going forward for further changes to the FY 21 non-home rule sales tax figures.
- September 17, 2020 Update The July state sales tax report was released on September 3<sup>rd</sup>. This July report covered June consumer sales, which was first full month in which the entire State entered Phase 3 of the Restore Illinois Plan, which allowed bars and restaurants to resume operations for outdoor seating. Sales tax proceeds came in at \$315,479, which is a 11% increase over the September 2019 allotment and the single highest monthly allotment in the City's history. Initially, staff believed that this increase was due to online retailers collecting local sales taxes earlier that the July 1st deadline, which would have shown up as an increase in sales taxes and a corresponding decrease in local use taxes. Happily, this initially theory has proven to be inaccurate, as September local use tax proceeds increased by 40% (more on this later on in the memo). A more likely explanation for our relatively good performance on sales taxes and our very good performance on use taxes is that more residents in the region are spending money at Yorkville stores (the majority of our sales taxes), Yorkville residents are spending more money online than ever before (a minority of our sales taxes) and Illinois residents are spending more money online than ever before (majority of use taxes). NHR Sales taxes also performed well, coming in at \$216,778, which is only a ~1% decline from the previous year; compared to a 13% year-over-year decline last month.
- October 8, 2020 Update The August state sales tax report was released on October 6<sup>th</sup>. This August report covered July consumer sales, which was first full month that certain on-line retailers were required to collect both state and locally imposed Retailer's Occupation Tax (ROT, aka sales taxes); for those retailers who either met a threshold of 200 transactions annually or receive \$100,000 in annual gross receipts. October municipal sales tax proceeds came in at \$299,313, which is a 5% increase over the prior year's allotment. With the new sales tax sourcing rules now in effect, we should start to see local use tax proceeds begin to decline starting this month. However, this reduction should be more than offset by increases in municipal sales tax. As for non-home rule (NHR) sales tax, staff would like to correct the amount of NHR sales tax reported last month (section e above). September NHR sales came in at \$245,462, which was a 11% increase over the prior year's amount of \$221,795. Similar to last month's increase in municipal sales tax, the increase in NHR sales was ostensibly due to more residents in the region spending money at Yorkville stores. For October, NHR sales tax proceeds totaled \$292,232 (gross), which is a 5% increase over last October's amount of \$218,207. Looking ahead into next year, sales tax sourcing laws will change again effective January 1st, as on-line retailers will be further required to collect non-home rule sale tax, which should result in a substantial increase (albeit undetermined) in NHR sales tax proceeds starting in April 2021.
- g. November 5, 2020 Update At time of creation of this memo, the November sales tax report has not been released from the state. Since the October 27<sup>th</sup> City

- Council meeting, staff was able to complete the manual data entry of sales tax performance pre- and post-pandemic from a variety of Illinois municipalities. As seen within the spreadsheet, Yorkville sales taxes were doing relatively well pre-pandemic, and has weathered the post-pandemic months. Pre-pandemic, Yorkville was seeing average growth year-over-year in the 3% to 8% range, and post pandemic is seeing anywhere from a 5% loss to 3% growth. This is compared to a pre-pandemic average growth range of 3.5% to 4% and a post-pandemic impact of a 10% to 15% loss.
- h. November 19, 2020 Update The September state sales tax report was released on November 5<sup>th</sup>. November municipal sales tax proceeds came in at \$298,588, which is an 8% increase over the prior year's allotment. This September report covered August consumer sales, which is ostensibly the second full month that certain on-line retailers were required to collect both state and locally imposed Retailer's Occupation Tax (ROT, aka sales taxes); however, based on the proceeds received from local use taxes, it appears that this transition has yet to occur. Once the new sales tax sourcing rules go into effect, we should start to see local use tax proceeds begin to decline; however, this reduction should be more than offset by increases in municipal sales tax. Keeping in line with the last several months, NHR sales tax continued to mirror the increase in municipal sales tax, coming in 8% higher than the previous November. NHR sales tax proceeds totaled \$231,739 (gross) in the current month, compared to last November's amount of \$214,424.
- i. January 7, 2021 Update The October state sales tax report was released on December 9<sup>th</sup>. December municipal sales tax proceeds came in at \$312,925, which is an 16% increase over the prior year's allotment, and only ~\$2,600 less than the City's all-time monthly high of \$315,479 received last September (see section 4e. above). Based on December local use tax figures (which increased 29% from last December), the bulk of the sales tax increase would seem to be attributable to the resiliency on the local economy; as the State's reclassification of taxes generated from on-line transactions, from local use to municipal sales, appears to still be in process. Gross NHR sales for December came in at \$232,535, which is 12.3% higher than the previous year.
- j. February 4, 2021 Update The November state sales tax report was released on February 4<sup>th</sup>. February municipal sales tax proceeds came in at \$288,278, which is a 10% increase over the prior year's allotment of \$262,660. Assuming recent trends hold, aggregate sales tax figures should increase north of 6%, due to the stability of the local economy, which has been further bolstered by the State's reclassification of taxes generated from on-line transactions from local use to municipal sales. After initially lagging behind prior year amounts early in FY 21, NHR sales tax proceeds have increased dramatically since September (June consumer sales), averaging year over year growth of approximately 9%. This trend continued into the current month, with gross NHR sales tax proceeds coming in at \$218,970 a 8% increase over February 2020 amounts. In a similar vein to municipal sales, if current trends hold for NHR sales, we can expect an aggregate increase somewhere in the neighborhood of 5% to 6% in comparison to FY 20.

- 4. One report that miles driven in the Chicagoland region after the stay-at-home order was issued is 67% less miles than normal. Since MFT is based on a per gallon flat rate, the relationship between miles driven and gas taxes received by the City should be linear, i.e. 67% less.
  - a. May 21, 2020 Update MFT proceeds came in better than expected at \$33,790, a decrease of approximately 20% from the prior year. MFT finished FY 20 at \$466,091 (\$24.50 per capita), which is ~3.5% less than FY 19 amounts; but is inline with IML's per capita projection of \$24.30 (\$462,235). MFT Transportation Renewal Fund (TRF) proceeds, which are funded by the recent increase in State motor fuel taxes, came in at \$235,852 (\$12.40 per capita) for FY 20. TRF proceeds finished higher than IML projected amounts (\$11.45 per capita) by over \$18,000.
  - b. June 4, 2020 Update In late May the City received its first of six Rebuild Illinois allotments, which is a new program administered by IDOT and funded by State bond proceeds. This first distribution totaled \$208,937, with another distribution expected later on this fiscal year. Subsequent distributions are expected in FY 22 and FY 23, for a grand total of \$1,253,625. Due to the uncertainty surrounding the distribution of payments during the FY 21 budget process, a nominal amount of \$5,000 in revenue was included in the budget for the Rebuild Illinois program. Assuming the anticipated payment streams come to fruition, it will help to offset any potential MFT revenue declines; thus, allowing the City to maintain relatively stable funding for RTBR and other MFT related capital programs.
  - c. July 23, 2020 Update MFT proceeds declined by ~25% in comparison to July of 2019, as presumably fewer people are traveling, for both work and leisure, due to the ongoing pandemic. July MFT was worse than expected, as the current IML target for FY 21 is \$20 per capita (~\$380,000 annualized), which is an 18% decrease from FY 20 totals. MFT TRF proceeds (which are tracked as a percentage of regular MFT amounts) came in at \$19,700 in July, which is equal to 75% of the regular MFT proceeds received.
  - d. August 20, 2020 Update Once again MFT proceeds declined by 25% in comparison to last August (\$43,968), coming in at \$32,706. After a slight year-over-year increase of 2% in April, MFT proceeds have declined by an average of ~25% over the last four months; presumably as large segments of the workforce continue to work remotely. MFT TRF proceeds totaled \$23,536 in August, which is equal to 72% of the regular MFT allotment for the month.
  - e. September 17, 2020 Update MFT proceeds rebounded sharply in September, coming in at \$38,892, which is 11% higher than last September's allotment of \$34,911; as ostensibly more people resume their daily travel routines. This is the first time MFT has posted a year-over-year gain since April, which represented February (pre-pandemic) motor fuel sales. MFT TRF proceeds totaled \$26,736 in September, which is equal to 69% of the regular MFT allotment for the month.
  - f. October 22, 2020 Update After increasing by over 11% last month, motor fuel tax proceeds fell by ~12% in October, coming in at \$35,398 (v. \$40,152 in Oct 2019). MFT TRF proceeds totaled \$25,562 in October, which is equal to 72% of the regular MFT allotment for the month.

- g. November 19, 2020 Update After declining by 12% in October, MFT proceeds improved in November, down only ~5% to come in at \$35,495 (v. \$37,357 in November 2019). Over the last six months year-over-year MFT proceeds have declined by an average of approximately 15%, as more and more people continue to work remotely because of the pandemic. TRF proceeds came in right on average at \$24,655 which is ~70% of MFT proceeds.
- h. January 7, 2021 Update In comparison to last December, MFT proceeds declined by about 17%, coming in at \$35,374 (v. \$42,716 in December 2019). However, MFT revenues do appear to be stabilizing, as proceeds have been consistently tracking right around \$35,000 over the last three months. The IML's most recent estimates (Nov 2020) have MFT finishing at \$20.50 per capita for FY 21– which would yield tax proceeds of ~\$390,000 which is approximately \$80,000 under the City's budgeted amount of \$472,697. However, a majority of this estimated budget shortfall would be offset by MFT High Growth proceeds, which have exceeded budgeted amounts by ~\$70,000 (\$11,000 budgeted v. \$79,463 actual). On a percentage of MFT basis, TRF proceeds came in right on average at \$25,395 which is ~70% of MFT proceeds.
- 5. The City's utility bills (water, sewer, sanitary district, garbage, and road infrastructure fee) were due on April 6<sup>th</sup> for usage that occurred in December and January. The City staff was monitoring payment counts and amounts received and can report that neither figure was outside of normal expectations. The "late" bills are due April 20<sup>th</sup>, and staff will monitor whether those figures are outside expectations. The next full utility bill cycle will cause bills to be due June 5<sup>th</sup>.
  - a. April 23, 2020 Update The April 20<sup>th</sup> late bill payment deadline was within normal expectations.
  - b. June 10, 2020 Update The June 5<sup>th</sup> due date for the April utility bills was within normal expectations. Direct deposit amounts for City utility bills have remained steady at around \$250,000 per billing cycle.
  - c. August 6, 2020 Update The August 5<sup>th</sup> due date for the June utility bills was within normal expectations. We do not have more late payments than normal, but we have a small group of accounts with higher balances than normal since shutoffs have not been conducted. We are working with these households proactively.
  - d. October 8, 2020 Update Staff is preparing to conduct water shut offs, starting on October 21<sup>st</sup>, for accounts with an outstanding balance of \$500 or more. Staff continues to proactively work with these delinquent accounts, which total ~65, in order to avoid an interruption in service.
- 6. A number of the City's capital funds are dependent upon impact fees. Fortunately, the City has been extremely conservative in new housing start estimates and does not depend on these revenues for ongoing operational expenditures. The Mayor and staff have been polling local and national home builders and all remain optimistic for the construction season.

- a. August 6, 2020 Update New housing starts in 2020 stand at 118 as of today, which is a 17% increase over the 2019 year-to-date figure of 101. This year-over-year increase is driven primarily by the construction of new townhomes in the Raintree Village subdivision, as single-family housing is only up 92 in 2020 compared to 91 in 2019. However, the City currently has an additional 59 new housing starts applied for that will be issued in the next few weeks, which will drive that year-over-year increase much higher.
- b. October 8, 2020 Update New housing starts in 2020 stand at 224 as of today, which is an 88% increase over the 2019 year-to-date figure of 119; with the bulk of activity taking place in the Grande Reserve (64), Kendall Marketplace (35), Prestwick Ashley Point (19) and Raintree Village (84) subdivisions.
- c. January 7, 2021 Update New housing starts for calendar year 2020 finished at 317, which is an 78% increase over last year's total of 178; with the bulk of activity taking place in the Grande Reserve (83), Kendall Marketplace (54), Prestwick Ashley Point (35) and Raintree Village (110) subdivisions.
- 7. The State of Illinois is one of the least financially prepared states for a major recession or depression. The State has already begun sweeping different funds and delaying payments to non-health and non-medical organizations. Members of both political parties in Illinois in the past have discussed slashing state revenue sharing with municipalities. While no specific proposal is on the table at this time, one could easily imagine a scenario where municipal-related state funds are swept, and state revenue sharing is significantly reduced.
  - a. April 23, 2020 Update The state has moved funds around within their own budget but has not yet signaled any impact to revenue streams shared with municipalities.
- 8. The City's cash position and cash flow, even in extreme circumstances and with no affirmative action by the City is ok through 2020. The City's cash position and cash flow, in extreme circumstances and with no affirmative action by the City will enter crisis territory in mid-2021 before being untenable by the end of 2021. The City's valley of cashflow will occur in December 2020 and December 2021, when most of the City's bond payments are made.

# **Important Dates (new text only where update is noted)**

- 9. When the curve is flattened
- 10. When different sectors of the economy are able to restart
  - a. May 7, 2020 Update The Governor's stay at home order has been extended through the end of May, and his reopening plan illustrates months before a return to economic normalcy. There has been widespread push back from the business community on this plan, and it remains to be seen whether it will change as a result of data or pressure from the public.

- b. June 10, 2020 Update Beginning on June 1<sup>st</sup> the State entered phase three of the Governor's reopening plan. "Non-essential businesses" have been allowed to reopen (with certain safety restrictions) and restaurants have been allowed to expand their services beyond delivery, pick-up and drive-thru, to include open outdoor seating. Our region is currently on track to move to Phase 4 of the plan on June 26<sup>th</sup>, which will allow all outdoor recreation, indoor dining with capacity limits, and other expanded measures.
- c. July 23, 2020 Update On July 15<sup>th</sup> the Governor announced a new mitigation plan that modifies the existing "Restore Illinois" plan aimed at preventing another COVID-19 surge in Illinois. Initially the State was divided into four regions, that would each progress through five stages of reopening, each with fewer restrictions as COVID-19 cases subsided. Under the Governor's revised plan the State has been divided into 11 smaller regions, which will enable the state to act in a more decisive, targeted way in addressing COVID-19 hotspots without reacting more broadly than circumstances require by imposing blanket restrictions across large geographic areas or moving entire regions back to an earlier phase. Kendall County has now been moved out of the Chicagoland region, and is in a region with the counties to our south and west all the way to the Iowa border.
- d. August 6, 2020 Kendall County's positive test rate has been on the rise in the past few days and sat at 6.8% on July 31, with the Governor specifically calling out our region and multiple counties within our health region. The Governor's planned action for regions and counties that are seeing poor testing data (i.e. days of above 8% positive tests) includes closure of indoor dining, non-essential businesses, and other similar actions.
- 11. Early May 2020 when the sales tax monthly report for February consumer sales will be released, and when the sales tax reporting deferral will be seen.
  - a. May 7, 2020 Update As noted above, there is no evidence of impact from sales tax reporting deferrals on the sales tax amounts received.
  - b. June 10, 2020 Update The impact from sales tax reporting deferrals on the actual amount of sales taxes received remains negligible. Since the sales tax deferral went into effect last month, less than 1% of the average monthly totals have been deferred.
- 12. Mid May 2020 when the MFT monthly report for March consumer sales will be released
  - a. May 21, 2020 Update As noted in section 4(a) above, MFT proceeds came in better than expected at \$33,790, a decrease of approximately 20% from the prior year.
- 13. Early June 2020 when the sales tax monthly report for March consumer sales will be released from the state, and the first with potentially lower sales and reporting deferrals.
  - a. June 10, 2020 Update As noted in section 3(b) above, sales tax will end FY 20 right around \$3.22M, which is \$70,000 higher than initially budgeted and a 5% increase in comparison with the previous fiscal year. June's allotment for Non-

Home Rule (NHR) sales taxes came in at 94% of last year's amount. FY 20 totals for NHR Sales will be  $\sim$ 2.41M, which is 2% higher than FY 19 amounts.

- 14. Early July 2020 when the sales tax monthly report for April consumer sales will be released from the state.
  - a. July 9, 2020 Update As noted in section 3(c) above, sales tax proceeds, representing April consumer sales, only marginally declined from the previous July. July's allotment for Non-Home Rule (NHR) sales taxes came in at 87% of last year's amount, which seems to be indicative of consumer buying habits during the pandemic.
- 15. July 1, 2020 when the first, partial online sales tax methodology change goes into effect statewide, resulting in modest (relative) sales tax revenue increases for municipalities.
- 16. July 2020 when income taxes are due to the state.
  - a. July 9, 2020 Update The full impact of the extended income tax deadline will not be known until September/October, due to the three-month lag between taxes being remitted and received from the state.
  - b. As noted above in Section 2(f), August income tax proceeds increased two-fold over the prior year, presumable due to the timing of payments related to the extension of the State income tax filing deadline.
  - c. As noted above, September income tax proceeds posted a year-over-year gain of 29%, once again presumable due to the timing of payments related to the extension of the State income tax filing deadline.
- 17. August 2020 no action has been taken by Kendall County to implement this date yet, but the current discussion for property tax payment dates would push the first payment out to August 2020.
  - a. Despite the County not assessing a penalty until after August 15<sup>th</sup> (for those individuals approved for a COVID-19 waiver), City corporate property tax proceeds remain in line with 2019 amounts, totaling \$1.74 M through July.
- 18. September 2020 when the first sales tax monthly report will be released that could possibly the first sales tax monthly report with no deferrals.
  - a. Despite our initial concern, the deferral of sales tax had no material impact on the City's sales tax proceeds, as total deferrals were less than \$10,000 in the aggregate.
- 19. November 2020 state referendum on progressive income tax
  - a. November 5, 2020 update As mentioned above within the high-level narrative of income taxes, the referendum failed. The Governor has vowed to look at large cuts in state government services and revenue sharing (including, presumably, LGDF) before pivoting to a likely across the board flat-income tax increase. It is not known how exactly the state will address its budget shortfall, especially given the unlikelihood of an immediate federal package to address revenue shortfalls for

state and local governments. During last year's budget address, the Governor did propose that if the income tax referendum fails, municipalities would see a 5%-point decrease in LGDF revenues. However, that decrease would have to be agreed upon by the legislature, and its proposal came before the pandemic.

- 20. December 2020 large bond payments are due, representing a valley of cashflow.
  - a. November 5<sup>th</sup> update With the FYE 20 CAFR completed and the City's financial position having improved again, staff has no concern about the December 2020 payments and cashflow, even with the purchase of the 651 Prairie Pointe building.
- 21. January 1, 2021 when the second, full online sales tax methodology change goes into effect statewide, resulting in potentially significant (relative) sales tax revenue increases for municipalities.
- 22. February 2021 when abatement ordinances on alternate revenue bonds are due to the County.
- 23. December 2021 large bond payments are due, representing a valley for cashflow.

#### Revenues – Summary (all old text, no updates)

The primary concerns of the ongoing situation are explained in greater detail below; but for the most part, can be summarized as follows:

- the State cutting or delaying various tax remittances
- the County delaying property tax distributions and the impact of a potential recession on the local real estate market
- delays and non-payments of various utility billing charges
- limited investment opportunities in a low interest rate environment
- the impact on the building and development community should a prolonged recession occur
- the duration of social distancing, as many revenue streams are dependent upon people freely engaging in various activities in a public setting

# **Revenues - Highest concern (new text only where update is noted)**

- 24. <u>Municipal and NHR Sales Tax</u> account for approximately one-third of all General Fund revenues and can be highly volatile. Restaurants and bars generate ~14% of all municipal sales tax receipts. Could see potential losses from proposed FY 21 amounts of over \$750,000, based on current anecdotal sales information and the stay-at-home order being issued through the end of April.
  - a. April 23, 2020 Update While the stay at home order has not been extended past April 30<sup>th</sup>, recent comments by the Governor and Mayor of Chicago, as well as modeling for the COVID-19 case count, seems to indicate that widespread impacts to public gatherings will occur for several weeks, if not months. The staff has updated the FY 21 sales tax estimates, and now expects to see a decrease of more than \$1,000,000 in regular and non-home rule sales taxes.
  - b. May 7, 2020 Update The stay at home order has been extended through May, and the Governor's reopening plan makes it seem that widespread retail and restaurant impacts will occur through the Summer. As noted above, the February consumer sales tax / March state receipts report was released on May 7, 2020 and the 2020 figures were 9% higher than the 2019 figures for the same month. At least in the run up to the pandemic, no sales tax downturn was observed.
  - c. June 10, 2020 Update The stay at home order has been lifted as of June 1<sup>st</sup>, as the State enters phase 3 of the reopening plan. As noted above, the March consumer sales tax / April state receipts report, which is the first month impacted by the Governor's Shelter in Place order was released on June 4, 2020 and the 2020 figures were nominally higher than the 2019 figures for the same month. Thus far, sales tax has remained resilient, as staff speculates that the decrease in sales tax proceeds from "non-essential businesses" and restaurants has been offset by the increased demand brought on by the pandemic for food and other consumer goods.
  - d. July 9, 2020 Update On Friday, June 26<sup>th</sup> the State entered phase 4 of the reopening plan, which now allows "non-essential" business to open and restaurants to resume indoor dining, albeit with restrictions. As noted above, the April consumer sales tax / May state receipts report, which is the first full month

- impacted by the Governor's Shelter in Place order, showed that the 2020 figures were nominally lower than the 2019 figures for the same month. Thus far, sales tax has remained resilient, as staff speculates that the decrease in sales tax proceeds from "non-essential businesses" and restaurants has been offset by the increased demand brought on by the pandemic for food and other consumer goods. Conversely, NHR sales are beginning to lag, presumably because the items consumers are buying are exempt.
- e. August 6, 2020 Update As mentioned in the July 9<sup>th</sup> update and further above in this memo, the non-home rule sales tax for the June state report is down 20% year-over-year, giving further evidence to the observation of consumers spending more on essential goods than non-essential goods.
- f. September 17, 2020 Update As mentioned above, sales taxes have remained resilient thus far in FY 21, either matching or exceeding prior year amounts.
- g. October 8, 2020 Update As mentioned above, sales taxes have remained fairly resilient throughout the pandemic thus far, with an average increase of around 4% over the last six months. After increasing by 11% last month, NHR sales increased by 5% in October, which is a positive indicator that area residents are beginning to make more general merchandise purchases, in addition to food and other household goods.
- h. November 5, 2020 Update At time of creation of this memo, the November sales tax report has not been released from the state. Since the October 27<sup>th</sup> City Council meeting, staff was able to complete the manual data entry of sales tax performance pre- and post-pandemic from a variety of Illinois municipalities. As seen within the spreadsheet, Yorkville sales taxes were doing relatively well prepandemic, and has weathered the post-pandemic months. Pre-pandemic, Yorkville was seeing average growth year-over-year in the 3% to 8% range, and post pandemic is seeing anywhere from a 5% loss to 3% growth. This is compared to a pre-pandemic average growth range of 3.5% to 4% and a post-pandemic impact of a 10% to 15% loss.
- i. November 19, 2020 Update As referenced above, November municipal sales tax proceeds came in at \$298,588, which is up 8% over the prior year. So far, municipal sales tax has remained quite resilient throughout the pandemic, averaging year-over-year increases of about 4% over the last six months. As it has for the previous two months, NHR sales tax continued to mirror the increase in municipal sales tax, also coming in at 8% higher than the previous November. Since the September (June consumer sales) allotment, gross NHR sales have been averaging year-over-year increase of ~8%.
- j. January 7, 2021 Update As mentioned above, December municipal sales tax proceeds came in at \$312,925, which is up 16% over the prior year and the second highest allotment in the City's history. In aggregate, municipal sales tax is up by about 7% in comparison to calendar year 2019. NHR sales tax continues to trend with municipal sales tax increases, coming in at 12% higher than the previous December.
- k. **February 4, 2021 Update** As noted above, February municipal sales tax proceeds came in at \$288,278, which is up 10% over the prior year. In aggregate, municipal sales tax remains up by about 7% over the last twelve calendar months

and should exceed the budgeted amount of \$2.84M by over \$100,000. NHR sales tax continues to trend with municipal sales tax increases, coming in at 8% higher than the previous February, and is currently projected to exceed budgeted amounts (\$2.493 M budgeted) by more than \$50,000.

# **Revenues - High concern (new text only where noted)**

- 25. <u>Income Tax</u> could possibly decline by \$200,000 or more due to sharp increases in unemployment levels and lower corporate profits should a recession occur. The State is also likely to either cut or delay payments, due to their own budgetary issues.
  - a. May 7, 2020 Update As mentioned earlier in the memo, the IML released their revenue estimates, expecting a 15% decrease in income tax revenues from FY 20 actuals. This is a loss of \$300k between FY 20 and FY 21. As of April 28<sup>th</sup>, the City was assuming a loss of only ~\$140k between FY 20 and FY 21, which means the income tax picture has become ~\$160k worse than we expected.
  - b. June 10, 2020 Update As mentioned above, June's allotment of income tax came in at \$118,791, which is essentially even with last June's allotment of \$119,293. Income tax receipts will finish FY 20 at approximately \$1.87M, which is a 5% decrease in comparison to last year. IML has revised its FY 21 per capita estimate to \$97. If \$97 per capita comes to fruition, it would match the FY 20 actual figures (i.e. revenues are flat).
  - c. July 23, 2020 Update As mentioned previously July's income tax proceeds totaled \$188,635, which is about 6% higher than the prior year's allotment of \$178,400. The IML currently has income tax pegged at \$97 per capita, which would put the City's total income tax around \$1.85M for FY 21.
  - d. August 20, 2020 Update As referenced above, August's income tax proceeds totaled \$257,905, which is more than twice the amount of the prior year's allotment of \$127,883.
  - e. September 17, 2020 Update As mentioned above, September's income tax proceeds were \$146,132, which is a 29% increase over last September's amount of \$113,183.
  - f. October 22, 2020 Update As referenced above, October 's income tax proceeds were \$211,612, which was a 4.8% increase over the prior year's amount of \$201,938.
  - g. November 5, 2020 update As mentioned at the October 27<sup>th</sup> City Council meeting, the IML revised its income tax estimates for FY 21 to \$105 per capita, which is unexpectedly far greater than their prior estimates of \$98 per capita (and where the City currently estimates). Since the meeting, the progressive income tax referendum has failed, with the Governor vowing to look at large cuts in state government services and revenue sharing (including, presumably, LGDF) before pivoting to a likely across the board flat-income tax increase. It is not known how exactly the state will address its budget shortfall, especially given the unlikelihood of an immediate federal package to address revenue shortfalls for state and local governments. During last year's

- budget address, the Governor did propose that if the income tax referendum fails, municipalities would see a 5% point decrease in LGDF revenues. However, that decrease would have to be agreed upon by the legislature, and its proposal came before the pandemic.
- h. November 19, 2020 update As referenced above, November's allotment of income tax came in at \$142,988, which is up ~9% from last November. Thus far in FY 21, income tax proceeds have remained resilient despite the pandemic, although much uncertainty remains moving forward regarding rising unemployment and potential future cuts to the LGDF.
- i. January 7, 2021 Update As noted above, December's allotment of income tax came in at \$126,592, which is marginally up from last December's amount of \$124,542 (+1.7%). Over the last 12-months, income tax is up about 2%; although uncertainty remains regarding future cuts to the LGDF by the State.
- j. January 21, 2021 Update As mentioned above, January's income tax proceeds were up 16%, coming in at \$201,687, although uncertainty remains regarding future cuts to the LGDF.
- 26. <u>Local Use Tax</u> decline could be marginal, due to the prevalence of on-line sales. However, the State is also likely to either cut or delay payments.
  - a. May 7, 2020 Update As mentioned earlier in the memo, the IML released their revenue estimates, which expect no change between FY 20 and FY 21. As of April 28<sup>th</sup>, the City was assuming a loss of ~\$87k in use taxes, which means the use tax picture has become \$87k better than we expected.
  - b. May 21, 2020 Update May's allotment of local use tax came in 3% higher than last year's allotment of \$45,940. Assuming June's allotment remains flat with last year's amount, local use tax would finish FY 20 at approximately \$658,000. This observance aligns with the IML's estimate that use taxes are likely to not decrease in FY 21, based on the large transfer of retail sales to online purchases.
  - c. June 10, 2020 Update June's allotment of local use tax came in 15% higher than the previous year, ostensibly due to the pandemic and corresponding shelter in place order from the Governor. Local use tax is expected to finish FY 20 at \$665,000, which is a 15% increase over FY 19 amounts.
  - d. July 23, 2020 Update Local use tax continues to remain robust, ostensibly due to the continued popularity of on-line shopping, especially during the pandemic. Local use proceeds are up 29% from July of last year, coming in at \$63,676 (the July 2019 amount was \$49,432). The IML currently predicts FY 21 local use at \$35.50 per capita, which would yield an annualized amount of ~\$675,000. Assuming this comes to fruition, FY 21 local use would increase by 1.5% over the prior year (FY 20).
  - e. August 20, 2020 Update Local use tax continues to remain strong, with August proceeds coming in at \$70,816, which is a 43% increase over the prior year (\$49,646 August 2019).
  - f. September 17, 2020 Update As mentioned in the sales tax section above, local use tax continues to remain robust, posting another 40+% increase in September (\$71,494 v. \$50,740 in September 2019). Despite significant recent growth in this revenue stream, local use tax should begin to level off and decline starting next

- month, as October (July consumer sales) will be the first month in which on-line retailers will be required to collect local sales taxes, instead of use taxes.
- g. October 22, 2020 Update October represents the first month (July consumer sales) in which on-line retailers were required to collect sales taxes, instead of use taxes. Nonetheless, local use revenues posted strong year-over-year gains, coming in at \$72,294, which is a 39.3% increase over last October's amount of \$51,886. Despite this sharp increase in the current month, it is expected that this revenue stream will begin to level off and decline, as proceeds in future months will be classified as sales instead of local use taxes (thus negating one and other from a budgetary standpoint).
- h. November 19, 2020 Update November local use tax proceeds came in at \$68,841, which is an increase of 39% compared to the \$49,709 received in November of 2019. This is the fourth month in a row that use tax proceeds have exceeded prior year amounts by ~40%. As mentioned above, eventually this revenue stream should begin to level off once the State begins to reclassify proceeds from internet sales as municipal sales tax instead of local use tax.
- i. January 7, 2021 Update December local use tax proceeds came in at \$71,821, which is an increase of 29% compared to the \$55,674 received in December of 2019. As mentioned above, eventually this revenue stream should begin to level off once the State begins to reclassify proceeds from internet sales as municipal sales tax instead of local use tax.
- j. January 21, 2021 Update January local use tax proceeds came in a \$75,253, which is a 23% over the prior year. Based on the declining percentage increases over the last several months, it appears that the State has begun the process of reclassifying internet sales as municipal sales tax instead of local use tax. As mentioned previously, staff expects local use tax proceeds to eventually level off and decline as a result of the reclassification.
- 27. Motor Fuel Tax may decline by over \$100,000 from decreased demand, as a result of high unemployment and more people working remotely. The State also likely to either cut or delay payments.
  - a. May 7, 2020 Update As mentioned earlier in the memo, the IML released their MFT and TRF estimates, expecting a loss of 15% in MFT and lowering their per capita projections for TRF slightly. In the FY 21 budget approval, the City assumed moderate growth in the MFT and had not updated those estimates as a result of the pandemic. As a result, the IML estimates for MFT and TRF are \$125,000 worse than we expected.
  - b. June 10, 2020 Update As mentioned above, the IML has revised its FY 21 MFT and TRF projections this week. Per capita MFT was reduced by almost 20%, from \$24.85 to \$20; whereas TRF projections were reduced by 11%, from \$16.87 to \$15. This puts the City's share at \$380,000 (MFT) and \$285,000 (TRF), respectively which combined is \$128,000 less than FY 21 budgeted amounts. Fortunately, this projected loss is more than offset by proceeds from the REBUILD Illinois program, mentioned above
  - c. July 23, 2020 Update As mentioned earlier in the memo, MFT proceeds declined by ~25% and was worse than expected, as the current IML target for FY

- 21 is \$20 per capita (~\$380,000 annualized), which is an 18% decrease from FY 20 totals. MFT TRF proceeds came in at \$19,700 in July, which is equal to 75% of the regular MFT proceeds received.
- d. August 20, 2020 Update As referenced above, once again MFT proceeds declined by 25% in comparison to the prior year, which is consist with its performance over the last four months. MFT TRF proceeds totaled \$23,536 in August, which is equal to 72% of the regular MFT allotment for the month.
- e. September 17, 2020 Update As mentioned above, MFT proceeds rebounded in September, posting a year-over year gain of 11%. MFT TRF proceeds totaled \$26,736 in September, which is equal to 69% of the regular MFT allotment for the month.
- f. October 22, 2020 Update As referenced above, after an increase last month, MFT proceeds once again declined by ~12% in comparison to the prior year (\$35,398 in Oct 20 v. \$40,152 in Oct 19). MFT TRF proceeds totaled \$25,562 in October, which is equal to 72% of the regular MFT allotment for the month.
- g. November 19, 2020 Update As referred to above, MFT proceeds declined by 5% in November, coming in at \$35,495. TRF proceeds totaled \$24,655, which is equal to ~70% of regular MFT proceeds.
- h. January 7, 2021 Update As mentioned above, December MFT proceeds declined by about 17%, coming in at \$35,374 (v. \$42,716 in December 2019). However, MFT revenues due appear to be leveling off, as proceeds have been consistently tracking right around \$35,000. TRF proceeds came in as expected at ~\$25,000 which is ~70% of MFT proceeds.
- 28. Water Sales, Infrastructure Fees and Late Penalties water sales may decline due to shrinking usage or wet weather. May adversely impact cash flow due to customers paying late or not at all. Late penalties may also vary, depending on whether or not fees are waived.
- 29. <u>Sewer Maintenance Fees and Infrastructure Fees</u> similar to water infrastructure fees, may adversely impact cash flow due to customers paying late or not at all.
- 30. <u>Child Development and Athletics & Fitness</u> may result in substantial refunds and season cancellations depending on how long the shelter in place order lasts and the willingness of residents to reengage in public activities.
  - a. June 10, 2020 Update Staff expects there to be a significant decrease in revenue and profit margin due to the Restore Illinois Plan restrictions on in-person programming and the willingness of residents to reengage in public activities. For example, about two-thirds of the spring youth sports league participants have requested refunds. We expect that this trend will continue throughout the year or until we reach Phase 5 of the Restore Illinois Plan. Nevertheless, as the State updates in-person programming guidelines we potentially could see an increase in in-person programming opportunities, revenue and profit margins.

- 31. <u>Library Property Taxes</u> account for ~95% of all Library revenues. Any substantial delays in payments or remittance may result in serious operational and cash flow issues for the Library.
- 32. <u>TIF Property Taxes</u> any substantial delays in payments or remittance would add continued pressure to the General Fund, which directly offsets the negative cash position of the three TIF Funds. In future fiscal years, a potential decline in property values would further inhibit the TIF districts ability to eliminate its negative equity position.

# Revenues - Medium concern (new text only where update is noted)

- 33. <u>Corporate Property Taxes</u> may be delayed by the County. This, coupled with delayed remittance of state taxes, would put a strain on operational cash flow. In future fiscal years, this revenue stream may continue to decline, as more and more funds are diverted away to cover the City's contribution to the Police Pension Fund.
  - a. April 23, 2020 Update Property taxes are not being delayed by the County, but late fees are being waived for a couple months.
  - b. June 10, 2020 Update The first allotment of property tax was received in early June. It was a week later than normal, but the amounts were in-line with expectations, thus far.
  - c. August 20, 2020 Update As mentioned above, corporate property tax proceeds remain consist with prior year amount through July, despite the County not assessing a penalty until after August 15th (for those individuals approved for a COVID-19 waiver).
  - d. October 8, 2020 Update To date the City has received five out of seven allotments of property tax from the 2019 levy for a total of ~\$3.2M, which is 96% of the total amount levied of \$3.34M; which falls exactly in-line with last year's collection rate.
- 34. <u>Building Permits</u>, <u>Connection & Development Fees</u> the impact on permit revenue from the pandemic and recession that is anticipated to follow, remains to be seen. Staff will continue to provide updates regarding these revenue streams as information becomes available.
  - a. June 10, 2020 Update Total permits issued thus far in FY 21 total 217, which is significantly higher than last May's amount of 128. Singe family and commercial permits total 20 thus far in FY 21, in comparison to 31 permits issued last May.
  - b. January 7, 2021 Update As referenced above, new housing starts for calendar year 2020 are up 78%, finishing calendar year 2020 at 317; with the bulk of activity taking place in the Grande Reserve, Kendall Marketplace, Prestwick Ashley Point and Raintree Village subdivisions.
- 35. <u>Amusement, Video Gaming & Hotel Taxes</u> the impact on these revenue streams are wholly dependent on the longevity of the COVID-19 pandemic and the shelter in place order from the Governor. Hotel tax receipts will have limited impact on the City budget, as 90% of all proceeds received are remitted to the AACVB.

- 36. <u>Investment Earnings</u> are expected decline sharply City-wide in the upcoming fiscal year, due to potentially declining revenues and an extremely low interest rate environment.
  - a. June 10, 2020 Update Limited opportunities for investment earnings seem likely for the City for at least the next two fiscal years, as the Fed recently announced that it will continue to track interest rates near zero through at least 2022, in an effort to support the national economic recovery.
  - b. August 20, 2020 Update As expected, interest rates have declined precipitously over the last several months. As an example, Illinois Funds, which is typically one of the higher yielding investment vehicles for the City, was yielding an annualized rate of 2.2% in August of 2019. Currently, its offering an annualized rate of 0.15%, a decline of over 90%.
  - c. September 17, 2020 Update The Fed announced yesterday that it would maintain the federal funds rate at a range between 0 and 0.25%, until inflation begins to average at least 2% for an extended period of time, which may take until the end of 2023. Should this assumption hold, the City will experience a prolonged period of limited investment earnings until that latter half of FY 24.
- 37. MFT High Growth Earnings similar situation to the other state taxes mentioned above, these proceeds could be swept or delayed by the State.
  - a. November 19, 2020 Update On November 12<sup>th</sup>, the City received its FY 21 high-growth allotment of \$79,463, which should help to offset some of the losses in MFT proceeds due to the pandemic. This is over \$68,000 higher than the budgeted amount of \$11,000.

#### Revenues - Low or no concern (all old text, no updates)

38. These revenue streams are comprised of pass-through items (such as business district or admission taxes), various reimbursements from developers and other sources, and all other revenues not previously identified – with minimal, individual impact on the overall budget.

# **Expenditures under consideration (all old text, no updates)**

The Mayor and staff have preliminarily discussed a first cut list of approximately \$1.3m in the general fund or related funds and \$200,000 in the water fund to offset a potential loss of \$1.3m in general fund revenues. We have reprinted the full list of the "easy/medium/difficult" categories from the April 14<sup>th</sup> City Council memo, with items recommended to be cut noted. All of the cuts marked below will be continuously reviewed by the Mayor and staff and may be amended or rescinded in the future.

# **Expenditures - Easy to implement (new text only where update is noted)**

- 39. Delay the proposed new PW employee \$100,000 annually through FY 25
  - a. April 23, 2020 Update Cut until things stabilize.
- 40. Delay the FY 22 Police Commander \$150,000 annually beginning in FY 22 and annually through FY 25
  - a. April 23, 2020 Update Cut until things stabilize.
- 41. Implement a hiring freeze/review process whenever a vacancy occurs. The City has one anticipated retirement in the police department at the end of FY 20, and the Chief and the Mayor have proposed leaving that position vacant going forward \$85,000 annually through FY 25 for police retirement vacancy; TBD for all other employees
  - a. April 23, 2020 Update Implement a hiring freeze on a case-by-case basis. Do not rehire position to be vacated through one police officer retirement. Do not hire seasonal part-time help in the Parks and Public Works Departments.
  - b. August 6, 2020 The City is in the process of hiring a Police Records Clerk, due to staffing needs within the department.
- 42. Cutback or reduce new budget proposals
  - a. New sidewalk program gross annual spend proposed at \$125,000
    - i. April 23, 2020 Update Reduce the annual spend for this project, but watch for a turnaround and opportunity to reinstate the full budget amount.
  - b. Pavement striping gross annual spend proposed at \$62,000
    - i. April 23, 2020 Update Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
    - ii. August 6, 2020 Update The City moved forward with a \$25,000 striping bid in July 2020.
  - c. Public Works building RFQ \$30,000
    - i. April 23, 2020 Update Cut until things stabilize.
  - d. Police building RFQ \$30,000
    - i. April 23, 2020 Update Cut until things stabilize.
    - ii. November 19, 2020 Update Staff is proposing a space needs study for the new PD/City Hall at 651 Prairie Pointe at the November 24<sup>th</sup> City Council meeting, which would negate this original budget reduction.
  - e. E-ticketing software \$26,500
    - i. April 23, 2020 Update Cut this project, but watch for a turnaround and opportunity to reinstate at a later date.
  - f. Office chairs \$10,000
    - i. April 23, 2020 Update Cut until things stabilize.
  - g. Buy one less police vehicle per year \$65,000 potential savings per vehicle

- i. April 23, 2020 Update Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
- ii. July 23, 2020 Update There are two police SUVs budgeted in FY 21 and both were authorized by City Council in March 2020. Staff is in the process of ordering the first SUV, and the second SUV will be held off as mentioned above.
- iii. August 6, 2020 The first police SUV has been ordered. The second SUV is held off as discussed.
- h. Bulk water dispenser \$20,000
  - i. April 23, 2020 Update Not cut for the time being, as cost is housed within the water fund.
- i. Enterprise Resource Program (ERP) gross budget spend in FY 21 and FY 22 proposed at \$475,000
  - i. April 23, 2020 Update Cut this project but continue to do due diligence on reducing scope and cost of a future ERP project and watch for a turnaround and opportunity to reinstate at a later date.
- j. Cable consortium participation net annual spend in FY 21 proposed at \$65,000
  - i. April 23, 2020 Update Cut participation in the consortium from a financial basis but do due diligence on remaining in the consortium at a reduced contribution amount and/or broadcasting public meetings with in house resources.
  - ii. August 6, 2020 Update Waubonsee Community College has exited the consortium as of July 31, and the consortium expenditures should be minimal for the next several weeks while the Consortium discusses its service delivery model. FY 21 expenditures should be \$0, but for future City Council action.

# **Expenditures - Medium difficulty to implement (all old text, no updates)**

- 43. Compensation and benefits
  - a. The City implemented a one-week furlough during the last recession. A one-week furlough based on current staff counts and compensation would yield more than \$100,000 in savings. This assumes that all employees, including union employees (subject to negotiation), would take a one-week furlough.
    - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient.
  - b. The City froze salaries for a year or two during the last recession, depending on the group of employees. A 0% raise for current non-union employees would yield more than \$100,000 in savings annually and compounded compared to the FY 21 budget proposal.
    - i. April 23, 2020 Update Recommendation to immediately implement.

- ii. August 6, 2020 Update The Police Officers union contract is on the City Council agenda for approval with a 2% COLA for August 2020 implementation. Non-union salaries are being readdressed depending on successful completion of the Public Works union contract and the Sergeants union contract.
- iii. October 8, 2020 Update The MOU approving a one-year extension to the Public Works contract was approved with a 2% COLA at the September 22<sup>nd</sup> City Council meeting. The Sergeants contract is expected to be presented to Council for consideration at the October 13<sup>th</sup> meeting.
- iv. November 5, 2020 Update The Sergeants contract has been approved, with the same COLA levels as the Public Works contract and the Officers contract.
- c. The elected official compensation ordinance just approved by City Council doesn't take effect until FY 24, but the annual value is \$30,000 over prior compensation levels.
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

## 44. Cutback, reduce, defer

- a. Police pension contributions, currently at 100% funding target but legally required only at 90% funding target \$195,000 difference in FY 21
  - i. April 23, 2020 Update Savings can't be realized until FY 22, which is when the property tax levy to be passed by the City Council in December 2020 will be on the property tax bills. We recommend exploring this option with the police pension fund over the coming months.
- b. Greenbriar Road RTBR supplemental project \$200,000 in FY 21
  - i. April 23, 2020 Update Cut this project, but watch for a turnaround and opportunity to reinstate at a later date.
- c. 2021 RTBR program \$1,700,000 in FY 22
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- d. Staff training, organization wide \$100,000 annual
  - i. April 23, 2020 Update Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
- e. Staff membership in professional organizations TBD
  - i. April 23, 2020 Update Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
- f. Ask for all consultants, vendors, and partners to reduce contract value TBD
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient. However, without being asked, Attorney Orr has reduced her hourly rate by 7.5%.

- g. Mosquito control \$6,000 annual
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- h. Library liability insurance \$25,000 annual
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- i. Tuition reimbursement for currently enrolled employees \$15,000 annual in five year budget proposal
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- j. Minute taking change \$4,000 annual
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- k. Snow plow blades \$14,000 in FY 21
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- 1. Playground replacements \$200,000 in FY 21
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- m. Parks equipment and mowers \$70,000 in FY 21
  - i. April 23, 2020 Update Cut until things to stabilize.
  - ii. July 23, 2020 Update A new wing mower is proposed to be purchased for \$53,000.
  - iii. August 6, 2020 Update The new wing mower was authorized by City Council at the July 28<sup>th</sup> meeting.
- n. Sanitary sewer crawler camera \$65,000 in FY 21
  - i. April 23, 2020 Update Cut until things stabilize.
- o. Hot water unit for vactor truck \$15,000 in FY 21
  - i. April 23, 2020 Update Cut until things stabilize.
- p. Public Works mowers \$31,000 in FY 21
  - i. April 23, 2020 Update Cut until things stabilize.
  - ii. July 23, 2020 Update A medium-sized mower is being purchased for \$11,000.
  - iii. August 6, 2020 Update The medium sized mower has been ordered.

- q. Elizabeth St watermain replacement \$600,000 in FY 21
  - i. April 23, 2020 Update Cut until things stabilize. This project is entirely housed within the water fund, but we are recommending it be deferred indefinitely to protect cash-flow.
- r. Water Fund capital including vehicles, Appletree Ct watermain, Well #7 electrical work, SCADA upgrades, water tower painting, Orange and Olsen watermain engineering work, and pressuring sensing valve program \$100,000 in FY 21
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient. Costs are entirely housed within the water fund.

# Expenditures - High difficulty to implement or high impact to organization and services (all old text, no updates)

- 45. Compensation and benefits
  - a. Reduce health insurance benefits TBD
    - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
  - b. Change health insurance carrier would have been \$100,000 difference in FY 21 if implemented, value in FY 22 is TBD
    - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
  - c. Move to self-insurance Value TBD, but risk to City would increase
    - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
  - d. Furloughs of 20% (turning a 40 hour work week into a 32 hour work week) for all employees, including union employees (bargained) \$1,500,000 annual and compounded
    - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
  - e. Progressive salary cuts of 5% for employees paid less than \$60,000 annually, 10% for employees between \$60,000 and \$100,000 annually, and 15% for employees above \$100,000 \$900,000 annually and compounded
    - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
  - f. Salary freeze for all union employees (must be negotiated) \$100,000 annually and compounded
    - i. April 23, 2020 Update Recommendations to negotiate with unions.

- ii. August 6, 2020 Update The Police Officers union contract is on the City Council agenda for approval, with a 2% COLA effective August 2020.
- iii. November 5<sup>th</sup> Update The Sergeants contract and the Public Works contract both have a 2% COLA effective August 2020.
- 46. Waves of staff layoffs The City's peak full-time employment count prior to the last recession was 96 actual employees, with 105 budgeted. During the recession and afterwards, the City reduced employment counts through a variety of methods and had a low-count of 71 full-time employees. The City's current employment count as of April is 77. Layoffs would have varying service impacts and cost savings, and specific layoffs would only be discussed in executive session.
  - a. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

#### 47. Sell assets

- a. The Van Emmon Activity Center was worth \$1.2m prior to the pandemic.
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient.
- b. The 8 acres at Kendall Marketplace was worth \$400,000 prior to the pandemic.
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

#### 48. Categorical last resorts

- a. Refinance, restructure, and/or renegotiate all bond payments to delay and reduce imminent bond payment amounts.
  - i. April 23, 2020 Update No immediate proposal to implement, but due diligence will be conducted by staff for December 2020 bond payments.
- b. Renegotiate all developer obligations and payments to reduce imminent payment amounts.
  - i. April 23, 2020 Update No immediate proposal to implement, but due diligence will be conducted by staff on a case-by-case basis.
- c. Restructure developer fees and deposits to reduce City's financial burden. This would have the impact of increasing costs to developers and builders.
  - i. April 23, 2020 Update April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- d. Revenue enhancements. There are many options for raising tax and fee amounts, and creating new taxes but these would only help the organization and would burden the public.
  - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

#### New Proposals, as of April 23, 2020 (all old text, no updates)

- 49. Part-time hires As noted above in the hiring freeze section, the Director Dhuse and Director Evans have both separately made the recommendation not to hire any seasonal part-time help in their departments. \$100,000 FY 21 value.
- 50. Outsourced inspections Director Noble and Code Official Ratos have been managing inspection workload to minimize outsourcing. \$60,000 FY 21 value.
- 51. Baseline Road Bridge There has been no specific proposal to spend these funds, as they had been budgeted simply as a protection against a sudden closure of the bridge. \$25,000 FY 21 value.

# New Proposals, as of May 7, 2020 (all old text, no updates)

52. UDO – At the direction of the Mayor, the City staff negotiated a one-year pause of the UDO with both consultants. The consultants agree that the rates and cost within the agreement will continue forward for the extra year and that the study could be resumed at any time within the year. \$80,000 FY 21 value.

### Recommendation

This is an informational item. Staff requests feedback on the content within.