



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING

Tuesday, November 8, 2022

6:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

WARD II

Arden Joe Plocher

Craig Soling

WARD III

Chris Funkhouser

Matt Marek

WARD IV

Seaver Tarulis

Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

1. CC 2022-44 Tax Levy Estimate

Citizen Comments on Agenda Items:

Consent Agenda:

1. Bill Payments for Approval
 - \$ 1,095,750.72 (vendors)
 - \$ 143,707.87 (wire payments)
 - \$ 343,951.21 (payroll period ending 10/28/2022)
 - \$ 1,583,409.80 (total)

Mayor's Report:

1. CC 2022-53 Resolution Approving an Intergovernmental Agreement by and Between the Kendall County Emergency Phone Service and Communications Board and the United City of Yorkville, Kendall County, Illinois
2. CC 2022-54 Resolution Approving an Agreement by and Between the United City of Yorkville, Kendall County, Illinois and Illinois Railway, LLC

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2022-19 & EDC 2022-60 Ordinance Approving the Rezoning to the B-3 General Business District of Certain Parcels Located at 8710 Route 71 and Repeal of Ordinance 2008-42 as it Applies to the Property (Restore Church, Inc.)
2. PZC 2022-20 & EDC 2022-59 Ordinance Approving the Third Amendment to the Annexation and Planned Unit Development Agreement for a Portion of the Windmill Farms Development (Restore Church, Inc.)

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

3. CC 2021-04 City Buildings Updates
 - a. Resolution Approving Change Orders Relating to 651 Prairie Pointe Drive, Yorkville, Illinois (Eighth Set of Change Orders)
4. CC 2021-38 Water Study Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: November 16, 2022 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Soling	Finance
Vice-Chairman:	Alderman Funkhouser	Administration
Committee:	Alderman Transier	
Committee:	Alderman Tarulis	

ECONOMIC DEVELOPMENT: December 6, 2022 – 6:00 p.m. – City Hall Conference Room

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

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

SPECIAL PUBLIC SAFETY: November 10, 2022 – 6:00 p.m. – City Hall Conference Room

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

PUBLIC WORKS: November 15, 2022 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, November 8, 2022
6:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PUBLIC HEARINGS:

1. CC 2022-44 Tax Levy Estimate

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Bill Payments for Approval

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT:

1. CC 2022-53 Resolution Approving an Intergovernmental Agreement by and Between the Kendall County Emergency Phone Service and Communications Board and the United City of Yorkville, Kendall County, Illinois

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. CC 2022-54 Resolution Approving an Agreement by and Between The United City of Yorkville, Kendall County, Illinois and Illinois Railway, LLC

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2022-19 & EDC 2022-60 Ordinance Approving the Rezoning to the B-3 General Business District of Certain Parcels Located at 8710 Route 71 and Repeal of Ordinance 2008-42 as it Applies to the Property (Restore Church, Inc.)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

-
2. PZC 2022-20 & EDC 2022-59 Ordinance Approving the Third Amendment to the Annexation and Planned Unit Development Agreement for a Portion of the Windmill Farms Development

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

3. CC 2021-04 City Buildings Updates

a. Resolution Approving Change Orders Relating to 651 Prairie Pointe Drive, Yorkville, Illinois
(Eighth Set of Change Orders)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. CC 2021-38 Water Study Update

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Public Hearing #1

Tracking Number

CC 2022-44

Agenda Item Summary Memo

Title: Tax Levy Estimate

Meeting and Date: City Council – November 8, 2022

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: October 5, 2022
Subject: 2022 Tax Levy Estimate

Summary

Approval of the 2022 tax levy estimate, for the purposes of publishing a public notice for an upcoming public hearing.

Background

Each year, the first step of the tax levy process involves adopting a tax levy estimate for purposes of holding a public hearing (if required). The estimated tax levy for the City and Library operations (capped taxes or PTELL) is \$4,787,227, as shown on Exhibit A. The City's levy request totals \$3,745,306 and includes increment generated from new construction only. The Library operations levy is set at the max rate of \$0.15 per \$100 of EAV; however, due to the property tax extension limitation law (PTELL), staff would expect the actual Library tax levy to be lower.

2017 Tax Levy (FY 19) thru 2021 Tax Levy (FY 23 - current fiscal year)

Beginning with the 2017 levy process, the City Council began to ease back into its past practice of marginally increasing the levy each year as allowed under PTELL. Pursuant to PTELL, two factors determine how much the City, as a non-home rule municipality, can increase its levy by each year: the equalized assessed valuation (EAV) of new construction and the year-over-year change in inflation (as measured by the Consumer Price Index or CPI). For the 2019 (collected in FY 21) and 2020 (collected in FY 22 – last fiscal year) levies the City Council chose to increase the levy by new construction only, thus foregoing the inflationary increment. For the 2021 levy (currently being collected in FY 23) the City Council decided to continue this practice, once again increasing the levy by estimated new construction (\$128,428) only; and again, forfeiting the inflationary increment of \$47,970. As a result, most residents over the last five levy cycles should have seen the City portion of their property tax bill stay relatively the same or even decrease slightly, assuming that the change in EAV of their homes was less than the overall increase in EAV for all taxable property in the City.

2022 Tax Levy (FY 24 – next fiscal year)

For this year's levy new construction EAV is currently estimated by Kendall County at \$30,610,342, which would generate additional property tax proceeds of \$172,091 for the City. As shown on Exhibit D, after two consecutive years of low inflation (levy years 2015-2016), CPI returned to more of a historical norm in 2017 of 2.1%. After holding right around 2.0% in levy years 2018 through 2020, CPI fell to 1.4% in 2021, before skyrocketing to 7% (capped at 5% - lessor of 5% or CPI per PTELL) in 2022; ostensibly the result of pent-up consumer demand stemming from the pandemic and the ongoing war in Ukraine. This inflationary portion of the levy equates to a projected increment of \$177,756, for an estimated grand total of \$349,848 in additional property taxes that could be levied under PTELL.

Based on the information presented above, it is the recommendation of staff that the City increase its levy only by the amount of incremental property taxes generated from new construction, which is currently estimated at \$172,091 (as shown on Exhibit C). While this will result in the City not levying approximately \$177,756 (CPI portion) under PTELL (which means this amount is lost for subsequent levy years), staff believes that this is a balanced approach as it allows the City to marginally expand its tax base with minimal impact on homeowners. Depending on how the City Council decides to levy, either including incremental property taxes from both CPI and new construction (Exhibit B) or new construction only (Exhibit C), will result in the City's portion of the levy either increasing by approximately 9.8% (Exhibit B) or 4.8% (Exhibit C).

For the 2022 levy year the City's contribution (i.e., actuarially determined funding policy contribution) to the Yorkville Police Pension Fund is \$1,378,837 (Exhibit F – page 1), as calculated by the City's actuary, MWM Consulting Group. This amount is calculated based on the assumption of a 100% funding level by the year 2040, pursuant to the City's pension funding policy. This amount is an increase of \$44,026 (3.3%) in comparison to the 2021 contribution amount of \$1,334,811. The main driver behind the increase in the City's pension contribution was the \$1.77M investment loss experienced by the Fund during FY 22, as shown on page 10 – Exhibit 3 of the valuation report. Updated mortality assumptions, albeit to a much lesser extent, impacted the City's contribution amount as well, increasing pension liabilities by approximately \$300,000. Fortunately, much of this year's investment loss was mitigated by last year's unprecedented investment gain of \$2.34M. After almost exceeding the investment benchmark (+7.0%) four times over in FY 21 (+26.9%), the Fund yielded a net money-weighted investment return of negative 4.8% in fiscal year 2022 – stemming from equity market volatility and the low interest rate environment.

The current funding level of the Police Pension Fund is 53.6% (as calculated by dividing the market value of assets of \$14,483,325 by the accrued liability of \$27,041,961), which is down from last year's funding level of 58.2%; but significantly improved from the FYE 20 funding level of 46.2%.

It should be noted that this will be the last fiscal year in which Police Pension Fund investment decision will be made by the local pension board. In November of 2022, all Pension Fund investments (excluding cash) will be transferred to the Illinois Police Officers' Pension Investment Fund (IPOPIF), pursuant to P.A. 101-0610. This law provides for the mandatory consolidation of the investment assets of the State's public safety pension funds into two aggregated funds: one for police officers (Article 3) and the other for firefighters (Article 4). The assets and liabilities of the Yorkville Police Pension Fund will remain under the ownership of the local pension board, as Fund assets will be combined for investment purposes only. The consolidation of the investment assets of all Article 3 downstate and suburban police pension plans into one statewide investment asset pool will create a single trust fund with an estimated \$8.3 billion of assets.

Looking back at the last six levy cycles, you may recall that a reoccurring policy question has been whether the City and Library levies should be combined or levied separately. In an effort to "level the playing field" by applying the same rules of property tax growth (lesser of CPI or 5%, plus new construction) to both entities, the City Council has chosen to levy the two entities separately since in 2016. Last year the 2021 Library Operations tax rate was capped at \$0.131 per \$100 of EAV, resulting in a property tax extension of \$819,781 for library operations. This was an increase of \$43,047 (5.5%) over the 2020 extended amount of \$776,734. For the 2022 levy staff recommends that Council continue with the practice of levying separately for the City and the Library, which is currently estimated to yield property taxes for library operations in the amount of \$900,441. This amount includes both CPI (\$40,989) and new construction (\$39,671) increments. Based on current EAV figures the library operations tax rate is estimated to be at \$0.130 per \$100 of EAV (max amount is \$0.15 per \$100 EAV) for

the 2022 levy year, which is an increase of 9.8% (\$80,660) over the 2021 extension. The levy amount for the Library is expected to be formally approved by the Board at their upcoming October 10th meeting.

In addition, the fiscal year 2023 (2021 levy) certifications from the County Clerk are attached as Exhibit E. The first page contains all City (non-Library) taxes, and the second page contains Library taxes (operations and debt service for the 2006 & 2013 Refunding bonds).

Of note, the 2021 levy was the first year that a new State law went into effect (P.A. 102-0519) requiring the County to adjust the City's and Library's extension amounts in order to recapture prior year property tax amounts lost to Property Tax Appeal Board (PTAB) reductions, Circuit Court orders in assessment cases and error certificates resulting from assessment mistakes. These revenue recapture amounts, which are excluded from PTELL calculations, are itemized in Exhibit E for both the City and Library, in the amounts of \$5,612 and \$2,681, respectively.

As in past levy years, all City debt service amounts are expected to be fully abated for the 2022 levy year. Materials regarding the City's bond abatements will be presented at a future Administration Committee meeting, before being presented to the City Council for approval in either November or December.

Homeowner Impact

The property tax bill lists the City and the Library as two distinct itemized charges. Assuming the City levies for the new construction increment only (Exhibit C), the City's (capped and uncapped) estimated levy extension is projected to increase by 4.8% for the 2022 levy year (payable in 2023). The Library (capped and uncapped) levy is projected to be 9.8% higher (Exhibit B) than the 2021 levy year extension (payable currently in 2022).

Overall EAV for the City is currently estimated at \$694.6 million, which is a \$71.0 million (11.4%) increase over the prior year amount of \$623.6 million. However, approximately 40% of this increase is attributable to new construction, which is currently estimated at \$30.6 million. When adjusting for new construction, EAV of existing property is projected to increase by ~6.5%; however, this inflationary increase in EAV should be mitigated by a similar reduction in the City's estimated property tax rate, which is currently expected to decline by 5.9%, from \$0.57 per \$100 of EAV to \$0.54 per \$100 of EAV.

Based on the information presented above, the amount that each property owner pays to the City and the Library **should** be approximately the same as the prior year's tax bill, assuming their individual property's EAV increases at a rate similar to overall EAV, adjusted for new construction.

Recommendation

The preliminary staff recommendations for aggregate levy amounts are below.

City Tax Levy

	2021 Levy Extension	2022 Maximum Levy (Estimate)	2022 Levy Estimate Recommended Amount
City Levy (Capped)	\$3,555,130	\$3,904,978	\$3,745,306
City Bonds (Uncapped)	N / A	N / A	N / A
Totals	\$3,555,130	\$3,904,978	\$3,745,306

Library Tax Levy

	2021 Levy Extension	2022 Maximum Levy (Estimate)	2022 Levy Estimate Recommended Amount
Library Operations (Capped)	\$819,781	\$1,041,921	\$1,041,921
Library Bonds (Uncapped)	847,344	866,750	866,750
Totals	\$1,667,126	\$1,908,671	\$1,908,671

Regarding the setting of a tax levy estimate, staff recommends the approval of Exhibit A, which shows the City's levy increasing by an augmented new construction only amount and sets the Library's levy at their ceiling rate of \$0.15 per \$100 of EAV, for the purposes of setting a maximum levy amount for the public hearing. In order to capture every dollar possible generated from the new construction increment, staff has increased the County's current new construction EAV estimate (\$30,610,342) by 10% (\$33,671,376); which would increase projected new construction incremental property tax amounts by \$18,085, from \$172,091 to \$190,176. Since the estimated amount of new construction is likely to be updated by the County between now and December, this would allow Council maximum flexibility to adjust the levy accordingly to ensure that the entire new construction component of the levy could be utilized, if desired. As a reminder, the tax levy estimate sets the maximum amount that the City and Library could levy, with the understanding that Council and the Library Board reserve the right to levy less than that amount should they desire to do so.

Exhibit B is an estimate of how much the City could levy under PTELL (includes increases for both new construction & CPI) for a total of \$349,848 in additional property tax proceeds. Exhibit C shows the new construction increment only, for both the City (\$172,091) and Library (\$39,671); hence foregoing the CPI increments of \$177,756 (City) and \$40,989 (Library), respectively, in subsequent tax years.

Furthermore, staff recommends that the City instruct the County Clerk to levy separately once again for the City and the Library, so that both entities are held to the same rules when it comes to growth. A tentative timeline for the 2022 tax levy process is presented below:

- October 11th and/or 25th (City Council) - Tax Levy Estimate review and approval
 - Tax Levy Estimate must be adopted 20 days prior to City Council approval of levy
- November 9th (City Council) – Tax Levy Public Hearing
 - Public Hearing Notice will be published on October 31st
 - Per State Statute, the Public Hearing Notice must be published in a local paper between 14 and 7 days prior to the hearing
- November 22nd or December 13th (City Council) - Approval of the Tax Levy Ordinance
 - Must be filed with Kendall County before the last Tuesday in December (December 27th)

**PUBLIC NOTICE OF
PROPOSED PROPERTY TAX LEVY
FOR THE UNITED CITY OF YORKVILLE**

I. A public hearing to approve a proposed property tax levy increase by THE UNITED CITY OF YORKVILLE for 2022 will be held November 8, 2022 at 7:00 P.M. at the City Council Chambers, 800 Game Farm Road, Yorkville, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Bart Olson, City Administrator, or Jori Behland, City Clerk, 800 Game Farm Road, Yorkville, Illinois (630) 553-4350.

II. The corporate and special purpose property taxes extended for 2021 were \$4,374,911.

The proposed corporate and special purpose property taxes to be levied for 2022 are \$4,787,227. This represents a 9.42% increase over the previous year.

III. The property taxes extended for debt service and public building commission leases for 2021 were \$847,344.

The estimated property taxes to be levied for debt service and public building commission leases for 2022 are \$866,750. This represents a 2.29% increase over the previous year.

IV. The total property taxes extended or abated for 2021 were \$5,222,255.

The estimated total property taxes to be levied for 2022 are \$5,653,977. This represents a 8.27% increase over the previous year.

2022 Tax Levy - Public Hearing

** (Based on new construction EAV estimate of \$33,671,376) **

(Limiting Rate Applied to City & Library)

	<u>2020 Rate</u> <u>Setting EAV</u>	<u>% Change over</u> <u>Prior Yr EAV</u>
Farm	\$ 3,360,133	3.08%
Residential	484,024,398	7.38%
Commercial	79,649,698	-5.15%
Industrial	15,586,411	0.49%
State Railroad	75,859	-14.77%
Total	\$ 582,696,499	5.26%

	<u>2021 Rate</u> <u>Setting EAV</u>	<u>% Change over</u> <u>Prior Yr EAV</u>
Farm	\$ 3,524,082	4.88%
Residential	524,668,429	8.40%
Commercial	79,815,145	0.21%
Industrial	15,512,284	-0.48%
State Railroad	77,628	2.33%
Total	\$ 623,597,568	7.02%

	<u>2022</u> <u>Estimated EAV</u>	<u>% Change over</u> <u>Prior Yr EAV</u>	<u>\$ Change</u>
Farm	\$ 3,907,936	10.89%	\$ 383,854
Residential	592,367,328	12.90%	67,698,899
Commercial	82,317,911	3.14%	2,502,766
Industrial	15,943,391	2.78%	431,107
State Railroad	77,628	0.00%	-
Total	\$ 694,614,194	11.39%	\$ 71,016,626

	<u>2020</u> <u>Rate</u>	<u>2020</u> <u>Levy Request</u>	<u>2020</u> <u>Levy Extension</u>
Corporate	0.16937	\$ 986,912	\$ 986,913
Bonds & Interest	0.00000	-	-
IMRF Pension	0.00000	-	-
Police Protection	0.14838	864,563	864,605
Police Pension	0.22907	1,334,771	1,334,783
Audit	0.00515	30,000	30,009
Liability Insurance	0.00687	40,000	40,031
Social Security	0.02575	150,000	150,044
School Crossing Guard	0.00344	20,000	20,045
Unemployment Insurance	0.00000	-	-
Subtotal City	0.58803	\$ 3,426,246	\$ 3,426,430
Library Operations	0.13330	\$ 875,782	\$ 776,734
Library Bonds & Interest	0.14420	840,225	840,248
Subtotal Library	0.27750	\$ 1,716,007	\$ 1,616,983
Total City (PTELL & Non-PTELL)	0.86553	\$ 5,142,253	\$ 5,043,413
less Bonds & Interest	0.14420	840,225	840,248
P-TELL Totals	0.72133	\$ 4,302,028	\$ 4,203,165

	<u>2021</u> <u>Rate</u>	<u>2021</u> <u>Levy Request</u>	<u>2021</u> <u>Levy Extension</u>
Corporate	0.15791	\$ 984,681	\$ 984,723
Bonds & Interest	0.00000	-	-
IMRF Pension	0.00000	-	-
Police Protection	0.15963	995,406	995,449
Police Pension	0.21405	1,334,771	1,334,811
Audit	0.00482	30,000	30,057
Liability Insurance	0.00642	40,000	40,035
Social Security	0.02406	150,000	150,038
School Crossing Guard	0.00321	20,000	20,017
Unemployment Insurance	0.00000	-	-
Subtotal City	0.57010	\$ 3,554,858	\$ 3,555,130
Library Operations	0.13146	\$ 934,994	\$ 819,781
Library Bonds & Interest	0.13588	847,313	847,344
Subtotal Library	0.26734	\$ 1,782,307	\$ 1,667,126
Total City (PTELL & Non-PTELL)	0.83744	\$ 5,337,165	\$ 5,222,255
less Bonds & Interest	0.13588	847,313	847,344
P-TELL Totals	0.70156	\$ 4,489,852	\$ 4,374,911

	<u>2022</u> <u>Rate</u>	<u>2022</u> <u>Levy Request</u>	<u>% Change over</u> <u>Prior Yr Ext.</u>	<u>\$ Change over</u> <u>Prior Yr Ext.</u>
Corporate	0.14177	\$ 984,723	0.00%	\$ 0
Bonds & Interest	0.00000	-	-	-
IMRF Pension	0.00000	-	-	-
Police Protection	0.16437	1,141,746	14.70%	146,297
Police Pension	0.19850	1,378,837	3.30%	44,026
Audit	0.00432	30,000	-0.19%	(57)
Liability Insurance	0.00576	40,000	-0.09%	(35)
Social Security	0.02159	150,000	-0.03%	(38)
School Crossing Guard	0.00288	20,000	-0.09%	(17)
Unemployment Insurance	0.00000	-	-	-
Subtotal City	0.53919	\$ 3,745,306	5.35%	190,176
Library Operations	0.15000	\$ 1,041,921	27.10%	\$ 222,140
Library Bonds & Interest	0.12478	866,750	2.29%	19,406
Subtotal Library	0.27478	\$ 1,908,671	14.49%	241,546
Total City (PTELL & Non-PTELL)	0.81397	\$ 5,653,977	8.27%	\$ 431,722
less Bonds & Interest	0.12478	866,750	2.29%	19,406
P-TELL Totals	0.68919	\$ 4,787,227	9.42%	\$ 412,316

2022 Tax Levy - Public Hearing

(Limiting Rate Applied to City & Library)

		<u>2020 Requested</u>	<u>2020 Extended</u>			<u>2021 Requested</u>	<u>2021 Extended</u>			<u>2022 Levy Request</u>	<u>% Change over Prior Yr Ext.</u>	<u>\$ Change over Prior Yr Ext.</u>
City	\$	2,091,475	\$ 2,091,647	City	\$	2,220,087	\$ 2,220,319	City	\$	2,366,469	6.58%	\$ 146,150
Library		875,782	776,734	Library		934,994	819,781	Library		1,041,921	27.10%	222,140
Police Pension		1,334,771	1,334,783	Police Pension		1,334,771	1,334,811	Police Pension		1,378,837	3.30%	44,026
City Debt Service		-	-	City Debt Service		-	-	City Debt Service		-	-	-
Library Debt Service		840,225	840,248	Library Debt Service		847,313	847,344	Library Debt Service		866,750	2.29%	19,406
Total	\$	5,142,253	\$ 5,043,413	Total	\$	5,337,165	\$ 5,222,255	Total	\$	5,653,977	8.27%	\$ 431,722
less Bonds & Interest		840,225	840,248	less Bonds & Interest		847,313	847,344	less Bonds & Interest		866,750	2.29%	19,406
PTELL Subtotal	\$	4,302,028	\$ 4,203,165	PTELL Subtotal	\$	4,489,852	\$ 4,374,911	PTELL Subtotal	\$	4,787,227	9.42%	\$ 412,316
<i>City</i>	<i>\$</i>	<i>3,426,246</i>	<i>\$ 3,426,430</i>	<i>City</i>	<i>\$</i>	<i>3,554,858</i>	<i>\$ 3,555,130</i>	<i>City</i>	<i>\$</i>	<i>3,745,306</i>	<i>5.35%</i>	<i>\$ 190,176</i>
<i>Lib (excluding Debt Service)</i>		<i>875,782</i>	<i>776,734</i>	<i>Lib (excluding Debt Service)</i>		<i>934,994</i>	<i>819,781</i>	<i>Lib (excluding Debt Service)</i>		<i>1,041,921</i>	<i>27.10%</i>	<i>222,140</i>

2022 Tax Levy - Estimated CPI and New Construction Increments

** (Based on original new construction EAV estimate of \$30,610,342 as of August 15, 2022) **

(Limiting Rate Applied to City & Library)

	2020 Rate <u>Setting EAV</u>	% Change over <u>Prior Yr EAV</u>		2021 Rate <u>Setting EAV</u>	% Change over <u>Prior</u> <u>Yr EAV</u>		2022 <u>Estimated EAV</u>	% Change over <u>Prior Yr EAV</u>	<u>\$ Change</u>
Farm	\$ 3,360,133	3.08%	Farm	\$ 3,524,082	4.88%	Farm	\$ 3,907,936	10.89%	\$ 383,854
Residential	484,024,398	7.38%	Residential	524,668,429	8.40%	Residential	592,367,328	12.90%	67,698,899
Commercial	79,649,698	-5.15%	Commercial	79,815,145	0.21%	Commercial	82,317,911	3.14%	2,502,766
Industrial	15,586,411	0.49%	Industrial	15,512,284	-0.48%	Industrial	15,943,391	2.78%	431,107
State Railroad	75,859	-14.77%	State Railroad	77,628	2.33%	State Railroad	77,628	0.00%	-
Total	\$ 582,696,499	5.26%	Total	\$ 623,597,568	7.02%	Total	\$ 694,614,194	11.39%	\$ 71,016,626

	2020 <u>Rate</u>	2020 <u>Levy Request</u>	2020 <u>Levy Extension</u>		2021 <u>Rate</u>	2021 <u>Levy Request</u>	2021 <u>Levy Extension</u>		2022 <u>Rate</u>	2022 <u>Levy Request</u>	% Change over <u>Prior Yr Ext.</u>	\$ Change over <u>Prior Yr Ext.</u>
Corporate	0.16937	\$ 986,912	\$ 986,913		0.15791	\$ 984,681	\$ 984,723		0.14177	\$ 984,723	0.00%	\$ 0
Bonds & Interest	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
IMRF Pension	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
Police Protection	0.14838	864,563	864,605		0.15963	995,406	995,449		0.18736	1,301,418	30.74%	305,969
Police Pension	0.22907	1,334,771	1,334,783		0.21405	1,334,771	1,334,811		0.19850	1,378,837	3.30%	44,026
Audit	0.00515	30,000	30,009		0.00482	30,000	30,057		0.00432	30,000	-0.19%	(57)
Liability Insurance	0.00687	40,000	40,031		0.00642	40,000	40,035		0.00576	40,000	-0.09%	(35)
Social Security	0.02575	150,000	150,044		0.02406	150,000	150,038		0.02159	150,000	-0.03%	(38)
School Crossing Guard	0.00344	20,000	20,045		0.00321	20,000	20,017		0.00288	20,000	-0.09%	(17)
Unemployment Insurance	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
Subtotal City	0.58803	\$ 3,426,246	\$ 3,426,430		0.57010	\$ 3,554,858	\$ 3,555,130		0.56218	\$ 3,904,978	9.84%	349,848
Library Operations	0.13330	\$ 875,782	\$ 776,734		0.13146	\$ 934,994	\$ 819,781		0.12963	\$ 900,441	9.84%	\$ 80,660
Library Bonds & Interest	0.14420	840,225	840,248		0.13588	847,313	847,344		0.12478	866,750	2.29%	19,406
Subtotal Library	0.27750	\$ 1,716,007	\$ 1,616,983		0.26734	\$ 1,782,307	\$ 1,667,126		0.25441	\$ 1,767,191	6.00%	100,065
Total City (PTELL & Non-PTELL)	0.86553	\$ 5,142,253	\$ 5,043,413		0.83744	\$ 5,337,165	\$ 5,222,255		0.81659	\$ 5,672,169	8.62%	\$ 449,914
less Bonds & Interest	0.14420	840,225	840,248		0.13588	847,313	847,344		0.12478	866,750	2.29%	19,406
P-TELL Totals	0.72133	\$ 4,302,028	\$ 4,203,165		0.70156	\$ 4,489,852	\$ 4,374,911		0.69181	\$ 4,805,419	9.84%	\$ 430,508

2022 Tax Levy - Estimated CPI and New Construction Increments

(Limiting Rate Applied to City & Library)

		<u>2020 Requested</u>	<u>2020 Extended</u>			<u>2021 Requested</u>	<u>2021 Extended</u>	
City	\$	2,091,475	\$ 2,091,647	City	\$	2,220,087	\$ 2,220,319	
Library		875,782	776,734	Library		934,994	819,781	
Police Pension		1,334,771	1,334,783	Police Pension		1,334,771	1,334,811	
City Debt Service		-	-	City Debt Service		-	-	
Library Debt Service		840,225	840,248	Library Debt Service		847,313	847,344	
Total	\$	5,142,253	\$ 5,043,413	Total	\$	5,337,165	\$ 5,222,255	
less Bonds & Interest		840,225	840,248	less Bonds & Interest		847,313	847,344	
PTELL Subtotal	\$	4,302,028	\$ 4,203,165	PTELL Subtotal	\$	4,489,852	\$ 4,374,911	
<i>City</i>	<i>\$</i>	<i>3,426,246</i>	<i>\$ 3,426,430</i>	<i>City</i>	<i>\$</i>	<i>3,554,858</i>	<i>\$ 3,555,130</i>	
<i>Lib (excluding Debt Service)</i>		<i>875,782</i>	<i>776,734</i>	<i>Lib (excluding Debt Service)</i>		<i>934,994</i>	<i>819,781</i>	
		<u>2022</u>	<u>% Change over</u>	<u>\$ Change over</u>				
		<u>Levy Request</u>	<u>Prior Yr Ext.</u>	<u>Prior Yr Ext.</u>				
City	\$	2,526,141	13.77%	\$ 305,822				
Library		900,441	9.84%	80,660				
Police Pension		1,378,837	3.30%	44,026				
City Debt Service		-	-	-				
Library Debt Service		866,750	2.29%	19,406				
Total	\$	5,672,169	8.62%	\$ 449,914				
less Bonds & Interest		866,750	2.29%	19,406				
PTELL Subtotal	\$	4,805,419	9.84%	\$ 430,508				
<i>City</i>	<i>\$</i>	<i>3,904,978</i>	9.84%	<i>\$ 349,848</i>				
<i>Lib (excluding Debt Service)</i>		<i>900,441</i>	9.84%	<i>80,660</i>				

2022 Tax Levy - Estimated New Construction Increment Only

** (Based on original new construction EAV estimate of \$30,610,342 as of August 15, 2022) **

(Limiting Rate Applied to City & Library)

	2020 Rate <u>Setting EAV</u>	% Change over <u>Prior Yr EAV</u>		2021 Rate <u>Setting EAV</u>	% Change over <u>Prior</u> <u>Yr EAV</u>		2022 <u>Estimated EAV</u>	% Change over <u>Prior Yr EAV</u>	<u>\$ Change</u>
Farm	\$ 3,360,133	3.08%	Farm	\$ 3,524,082	4.88%	Farm	\$ 3,907,936	10.89%	\$ 383,854
Residential	484,024,398	7.38%	Residential	524,668,429	8.40%	Residential	592,367,328	12.90%	67,698,899
Commercial	79,649,698	-5.15%	Commercial	79,815,145	0.21%	Commercial	82,317,911	3.14%	2,502,766
Industrial	15,586,411	0.49%	Industrial	15,512,284	-0.48%	Industrial	15,943,391	2.78%	431,107
State Railroad	75,859	-14.77%	State Railroad	77,628	2.33%	State Railroad	77,628	0.00%	-
Total	\$ 582,696,499	5.26%	Total	\$ 623,597,568	7.02%	Total	\$ 694,614,194	11.39%	\$ 71,016,626

	2020 <u>Rate</u>	2020 <u>Levy Request</u>	2020 <u>Levy Extension</u>		2021 <u>Rate</u>	2021 <u>Levy Request</u>	2021 <u>Levy Extension</u>		2022 <u>Rate</u>	2022 <u>Levy Request</u>	% Change over <u>Prior Yr Ext.</u>	\$ Change over <u>Prior Yr Ext.</u>
Corporate	0.16937	\$ 986,912	\$ 986,913		0.15791	\$ 984,681	\$ 984,723		0.14177	\$ 984,723	0.00%	\$ 0
Bonds & Interest	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
IMRF Pension	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
Police Protection	0.14838	864,563	864,605		0.15963	995,406	995,449		0.16177	1,123,661	12.88%	128,212
Police Pension	0.22907	1,334,771	1,334,783		0.21405	1,334,771	1,334,811		0.19850	1,378,837	3.30%	44,026
Audit	0.00515	30,000	30,009		0.00482	30,000	30,057		0.00432	30,000	-0.19%	(57)
Liability Insurance	0.00687	40,000	40,031		0.00642	40,000	40,035		0.00576	40,000	-0.09%	(35)
Social Security	0.02575	150,000	150,044		0.02406	150,000	150,038		0.02159	150,000	-0.03%	(38)
School Crossing Guard	0.00344	20,000	20,045		0.00321	20,000	20,017		0.00288	20,000	-0.09%	(17)
Unemployment Insurance	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
Subtotal City	0.58803	\$ 3,426,246	\$ 3,426,430		0.57010	\$ 3,554,858	\$ 3,555,130		0.53659	\$ 3,727,221	4.84%	172,091
Library Operations	0.13330	\$ 875,782	\$ 776,734		0.13146	\$ 934,994	\$ 819,781		0.12373	\$ 859,452	4.84%	\$ 39,671
Library Bonds & Interest	0.14420	840,225	840,248		0.13588	847,313	847,344		0.12478	866,750	2.29%	19,406
Subtotal Library	0.27750	\$ 1,716,007	\$ 1,616,983		0.26734	\$ 1,782,307	\$ 1,667,126		0.24851	\$ 1,726,202	3.54%	59,076
Total City (PTELL & Non-PTELL)	0.86553	\$ 5,142,253	\$ 5,043,413		0.83744	\$ 5,337,165	\$ 5,222,255		0.78510	\$ 5,453,423	4.43%	\$ 231,168
less Bonds & Interest	0.14420	840,225	840,248		0.13588	847,313	847,344		0.12478	866,750	2.29%	19,406
P-TELL Totals	0.72133	\$ 4,302,028	\$ 4,203,165		0.70156	\$ 4,489,852	\$ 4,374,911		0.66032	\$ 4,586,673	4.84%	\$ 211,762

2022 Tax Levy - Estimated New Construction Increment Only

(Limiting Rate Applied to City & Library)

						2022	% Change over	\$ Change over
						Levy Request	Prior Yr Ext.	Prior Yr Ext.
	2020 Requested	2020 Extended		2021 Requested	2021 Extended			
City	\$ 2,091,475	\$ 2,091,647	City	\$ 2,220,087	\$ 2,220,319	City	\$ 2,348,384	5.77% \$ 128,065
Library	875,782	776,734	Library	934,994	819,781	Library	859,452	4.84% 39,671
Police Pension	1,334,771	1,334,783	Police Pension	1,334,771	1,334,811	Police Pension	1,378,837	3.30% 44,026
City Debt Service	-	-	City Debt Service	-	-	City Debt Service	-	-
Library Debt Service	840,225	840,248	Library Debt Service	847,313	847,344	Library Debt Service	866,750	2.29% 19,406
Total	\$ 5,142,253	\$ 5,043,413	Total	\$ 5,337,165	\$ 5,222,255	Total	\$ 5,453,423	4.43% \$ 231,168
less Bonds & Interest	840,225	840,248	less Bonds & Interest	847,313	847,344	less Bonds & Interest	866,750	2.29% 19,406
PTELL Subtotal	\$ 4,302,028	\$ 4,203,165	PTELL Subtotal	\$ 4,489,852	\$ 4,374,911	PTELL Subtotal	\$ 4,586,673	4.84% \$ 211,762
<i>City</i>	<i>\$ 3,426,246</i>	<i>\$ 3,426,430</i>	<i>City</i>	<i>\$ 3,554,858</i>	<i>\$ 3,555,130</i>	<i>City</i>	<i>\$ 3,727,221</i>	<i>4.84% \$ 172,091</i>
<i>Lib (excluding Debt Service)</i>	<i>875,782</i>	<i>776,734</i>	<i>Lib (excluding Debt Service)</i>	<i>934,994</i>	<i>819,781</i>	<i>Lib (excluding Debt Service)</i>	<i>859,452</i>	<i>4.84% 39,671</i>

Illinois Dept. of Revenue
History of CPI's Used for the PTELL
01/12/2022

Exhibit D

Year	December CPI-U	% Change From Previous December	% Use for PTELL	Comments	Levy Year	Years Taxes Paid
1991	137.900	--				
1992	141.900	2.9%	2.9%		1993	1994
1993	145.800	2.7%	2.7%	(5 % for Cook)	1994	1995
1994	149.700	2.7%	2.7%		1995	1996
1995	153.500	2.5%	2.5%		1996	1997
1996	158.960	3.6%	3.6%		1997	1998
1997	161.300	1.5%	1.5%		1998	1999
1998	163.900	1.6%	1.6%		1999	2000
1999	168.300	2.7%	2.7%		2000	2001
2000	174.000	3.4%	3.4%		2001	2002
2001	176.700	1.6%	1.6%		2002	2003
2002	180.900	2.4%	2.4%		2003	2004
2003	184.300	1.9%	1.9%		2004	2005
2004	190.300	3.3%	3.3%		2005	2006
2005	196.800	3.4%	3.4%		2006	2007
2006	201.800	2.5%	2.5%		2007	2008
2007	210.036	4.08%	4.1%		2008	2009
2008	210.228	0.1%	0.1%		2009	2010
2009	215.949	2.7%	2.7%		2010	2011
2010	219.179	1.5%	1.5%		2011	2012
2011	225.672	3.0%	3.0%		2012	2013
2012	229.601	1.7%	1.7%		2013	2014
2013	233.049	1.5%	1.5%		2014	2015
2014	234.812	0.8%	0.8%		2015	2016
2015	236.525	0.7%	0.7%		2016	2017
2016	241.432	2.1%	2.1%		2017	2018
2017	246.524	2.1%	2.1%		2018	2019
2018	251.233	1.9%	1.9%		2019	2020
2019	256.974	2.3%	2.3%		2020	2021
2020	260.474	1.4%	1.4%		2021	2022
2021	278.802	7.0%	5.0%		2022	2023

Tax Computation Report

Kendall County

Exhibit E

Taxing District VCYV - CITY OF YORKVILLE

Equalization Factor 1.000000

Property Type	Total EAV	Rate Setting EAV
Farm	3,524,082	3,524,082
Residential	525,666,245	524,668,429
Commercial	83,228,771	79,815,145
Industrial	15,513,339	15,512,284
Mineral	0	0
State Railroad	77,628	77,628
Local Railroad	0	0
County Total	628,010,065	623,597,568
Total + Overlap	628,010,065	623,597,568

PTELL Values	
Annexation EAV	0
Disconnection EAV	0
Recovered TIF EAV	0
Agg. Ext. Base (2020)	3,426,430
Limiting Rate	0.57993
% of Burden	0.00%
TIF Increment	4,412,497
New Property	24,487,989
New Property (Overlap)	0
Total New Property	24,487,989

Road and Bridge Transfer

Road District	Fund	Amount Extended
TTBRD - BRISTOL ROAD DISTRI	999	\$58,316.77
TTKERD - KENDALL ROAD DISTR	999	\$57,760.45
Total		\$116,077.22

Fund/Name	Levy Request	Max. Rate	Calc. Rate	Actual Rate	Non-PTELL Extension	PTELL Factor	Limited Rate	% Burden Rate	Kendall County Total Extension	Percent
** 001 CORPORATE	984,681	0.43750	0.157903	0.15791	\$984,722.92	1.00000	0.15791	0.00000	\$984,722.92	27.6550
003 BONDS & INTEREST	0	0.00000	0.000000	0.00000	\$0.00	1.00000	0.00000	0.00000	\$0.00	0.0000
** 014 POLICE PROTECTION	995,406	0.60000	0.159623	0.15963	\$995,448.80	1.00000	0.15963	0.00000	\$995,448.80	27.9562
** 015 POLICE PENSION	1,334,771	0.00000	0.214044	0.21405	\$1,334,810.59	1.00000	0.21405	0.00000	\$1,334,810.59	37.4869
** 027 AUDIT	30,000	0.00000	0.004811	0.00482	\$30,057.40	1.00000	0.00482	0.00000	\$30,057.40	0.8441
** 035 LIABILITY INSURANCE	40,000	0.00000	0.006414	0.00642	\$40,034.96	1.00000	0.00642	0.00000	\$40,034.96	1.1243
** 047 SOC SEC	150,000	0.00000	0.024054	0.02406	\$150,037.57	1.00000	0.02406	0.00000	\$150,037.57	4.2137
** 048 SCHOOL CROSS GUARD	20,000	0.02000	0.003207	0.00321	\$20,017.48	1.00000	0.00321	0.00000	\$20,017.48	0.5622
200 REVENUE RECAPTURE	5,590	0.00000	0.000896	0.00090	\$5,612.38	1.00000	0.00090	0.00000	\$5,612.38	0.1576
** 999 ROAD & BRIDGE TRANSFE	0	0.00000	0.000000	0.00000	\$0.00	1.00000	0.00000	0.00000	\$0.00	0.0000
Totals (Capped)	3,554,858		0.570056	0.57010	\$3,555,129.72		0.57010	0.00000	\$3,555,129.72	99.8424
Totals (Not Capped)	5,590		0.000896	0.00090	\$5,612.38		0.00090	0.00000	\$5,612.38	0.1576
Totals (All)	3,560,448		0.570952	0.57100	\$3,560,742.10		0.57100	0.00000	\$3,560,742.10	100.0000

** Subject to PTELL

Tax Computation Report Kendall County

Exhibit E - continued

Taxing District LYYV - YORKVILLE LIBRARY

Equalization Factor 1.000000

Property Type	Total EAV	Rate Setting EAV	PTELL Values	
Farm	3,524,082	3,524,082	Annexation EAV	0
Residential	525,666,245	524,668,429	Disconnection EAV	0
Commercial	83,228,771	79,815,145	Recovered TIF EAV	0
Industrial	15,513,339	15,512,284	Agg. Ext. Base (2020)	776,734
Mineral	0	0	Limiting Rate	0.13146
State Railroad	77,628	77,628	% of Burden	0.00%
Local Railroad	0	0	TIF Increment	4,412,497
County Total	628,010,065	623,597,568	New Property	24,487,989
Total + Overlap	628,010,065	623,597,568	New Property (Overlap)	0
			Total New Property	24,487,989

Fund/Name	Levy Request	Max. Rate	Calc. Rate	Actual Rate	Non-PTELL Extension	PTELL Factor	Limited Rate	% Burden Rate	Kendall County Total Extension	Percent
003 BONDS & INTEREST	847,313	0.00000	0.135875	0.13588	\$847,344.38	1.00000	0.13588	0.00000	\$847,344.38	50.7450
** 016 LIBRARY	934,994	0.15000	0.149936	0.14994	\$935,022.19	0.87676	0.13146	0.00000	\$819,781.36	49.0944
200 REVENUE RECAPTURE	2,637	0.00000	0.000423	0.00043	\$2,681.47	1.00000	0.00043	0.00000	\$2,681.47	0.1606
Totals (Capped)	934,994		0.149936	0.14994	\$935,022.19		0.13146	0.00000	\$819,781.36	49.0944
Totals (Not Capped)	849,950		0.136298	0.13631	\$850,025.85		0.13631	0.00000	\$850,025.85	50.9056
Totals (All)	1,784,944		0.286234	0.28625	\$1,785,048.04		0.26777	0.00000	\$1,669,807.21	100.0000

** Subject to PTELL

Actuarial Valuation

City of Yorkville

Yorkville Police Pension Fund

As of May 1, 2022

For the Year Ending April 30, 2023

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SECTION 5

Section 1 - Summary of Principal Valuation Results

MWM Consulting Group was retained to prepare an actuarial valuation as of May 1, 2022 for the Yorkville Police Pension Fund. The purpose of the actuarial valuation was to determine the financial position and the annual actuarial requirements of the pension fund under Illinois statute 40 ILCS 5/3, Section 125, and to develop a recommended minimum contribution amount.

For quick reference, some of the key results of the valuation, along with selected financial and demographic information for the year ending April 30, 2023 are summarized in this overview section along with (for comparison) the results from the prior year.

CONTRIBUTIONS <i>The plan sponsor must contribute at least the statutorily required minimum contribution under Illinois statutes equal to the normal cost plus the amount necessary to amortize the unfunded accrued liability such that by 2040, the liabilities will be 90% funded.</i> <i>Other contribution amounts are shown including Funding Policy Contribution and the contribution required to prevent negative funding.</i>	Item	Current Valuation as of 5/1/2022	Prior Year Valuation as of 5/1/2021
	Contribution Required To Prevent Negative Funding	\$1,284,735 (47.7%)	\$1,264,818 (46.1%)
	Actuarially Determined Funding Policy Contribution	\$1,378,837 (51.2%)	\$1,320,595 (48.1%)
	Statutory Minimum Contribution per 40 ILCS 5/3 Section 125	\$1,149,676 (42.7%)	\$1,104,801 (40.3%)
	() amounts expressed as a percentage of payroll		

STATUTORY MINIMUM FUNDING COST ELEMENTS <i>Illinois statutes require employers to contribute at least the amount necessary such that assets will equal at least 90% of the accrued liability by 2040. The minimum amount is determined under the Projected Unit Credit funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount.</i>	Item	Current Valuation as of 5/1/2022	Prior Year Valuation as of 5/1/2021
	Accrued Liability	\$ 25,956,590	\$ 24,049,282
	Market Value of Assets	\$ 14,483,325	\$ 14,576,330
	Actuarial (Smoothed) Value of Assets	\$ 14,824,872	\$ 13,210,427
	Normal Cost (employer)	\$ 437,114	\$ 425,925
	Amortization Amount	\$ 619,881	\$ 588,960
	Statutory Minimum Contribution	\$ 1,149,676	\$ 1,104,801

FUNDING POLICY CONTRIBUTION COST ELEMENTS <i>The funding policy contribution amount is determined under the Entry Age Normal funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount. 100% of the unfunded liability is amortized as a level percentage of pay on a closed basis over 18 years.</i>	Item	Current Valuation as of 5/1/2022	Prior Year Valuation as of 5/1/2021
	Accrued Liability	\$ 27,041,961	\$ 25,026,357
	Market Value of Assets	\$ 14,483,325	\$ 14,576,330
	Actuarial (Smoothed) Value of Assets	\$ 14,824,872	\$ 13,210,427
	Normal Cost (employer)	\$ 383,969	\$ 391,429
	Amortization Amount	\$ 887,195	\$ 825,133
	Actuarially Determined Funding Policy Contribution	\$ 1,378,837	\$ 1,320,595

AMOUNT REQUIRED TO AVOID NEGATIVE FUNDING <i>The statutory minimum contribution amortization amount is based upon a percentage of increasing payroll and, in the early years of funding, may not be sufficient to cover the interest cost on the unfunded liability. In order to avoid an increase in the unfunded liability (known as negative funding), the minimum amortization amount must be adjusted to be at least equal to the interest on the unfunded liability. The amount shown in the table as "Contribution to Avoid Negative Funding" provides for interest on 100% of the unfunded liability.</i>	Item	Current Valuation as of 5/1/2022	Prior Year Valuation as of 5/1/2021
	Accrued Liability	\$ 27,041,961	\$ 25,026,357
	Market Value of Assets	\$ 14,483,325	\$ 14,576,330
	Actuarial (Smoothed) Value of Assets	\$ 14,824,872	\$ 13,210,427
	Normal Cost (employer)	\$ 383,969	\$ 391,429
	Amortization Amount	\$ 855,196	\$ 827,115
	Amount of Contribution Needed to Avoid Negative Funding	\$ 1,284,735	\$ 1,264,818

FINANCIAL THUMBNAIL RATIOS <i>This chart summarizes traditional financial ratios as applied to the pension plan. This liquidity ratio relates the cash flow position of the Fund by comparing the investment income plus employer and employee contributions to the annual benefit payments. Maintaining a ratio well above 100% prevents the liquidation of assets to cover benefit payments. The increase in benefits paid over the years is generally a result of the maturing of the pension plan.</i> <i>Coverage of the Accrued Liabilities by the Assets is the Coverage Ratio and is one indication of the long term funding progress of the plan.</i>	Tests	5/1/2022 Valuation	5/1/2021 Valuation
	Liquidity Ratio (based upon year ended)	90%	510%
	Coverage Ratio (Market Value Assets)	53.56%	58.24%
	Annual Benefit Payments (expected)	\$ 1,120,356	\$ 993,095
	Annual Contributions (expected)		
	Members	\$ 267,024	\$ 269,627
	City	\$ 1,378,837	\$ 1,320,595

PLAN MATURITY MEASURES	Tests	5/1/2022 Valuation	5/1/2021 Valuation
<p><i>This chart includes financial relationship measures which are meant to help understand the risks associated with the plan.</i></p> <p><i>The ratio of Market Value of Assets to Active Payroll is measure of volatility risk associated with asset losses. The higher the ratio, the greater the volatility in contribution risks.</i></p> <p><i>The Ratio of Accrued Liability to Payroll is a measure of the volatility risk associated with assumption or other changes in liabilities. The higher the ratio, the greater the volatility in contribution risks.</i></p> <p><i>The Ratio of retired life actuarial accrued liability to total actuarial accrued liability is a measure of the maturity of the Plan. A mature plan will have a ratio above 60%.</i></p> <p><i>The Support Ratio (Actives: Retirees). A number less than 1 indicates a more mature plan.</i></p>	Ratio of Market Value of Assets to Active Participant Payroll is a measure of volatility risk associated with asset losses	5.38	5.31
	Ratio of Accrued Liability to Payroll is a measure of volatility risk associated with changes in assumptions	10.04	9.12
	Ratio of retired life Actuarial Accrued Liability to total Actuarial Accrued Liability	0.65	0.67
	Percentage of Contributions less Benefit Payments to Market Value of Assets	4.54%	5.51%
	Ratio of Benefit Payments to Contributions	0.59	0.60
	Support Ratio: Ratio of Active Participants to Retired Participants	1.36	1.60

PARTICIPANT DATA SUMMARY	Item	Current Year Valuation as of 5/1/2022			Prior Year Valuation as of 5/1/2021		
<p><i>The Actuarial Valuation takes into account demographic and benefit information for active employees, vested former employees, and retired pensioners and beneficiaries. The statistics for the past two years are compared in the chart.</i></p>		<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
	Active Members						
	Vested	12	2	14	12	0	12
	Non-Vested	<u>0</u>	<u>16</u>	<u>16</u>	<u>0</u>	<u>20</u>	<u>20</u>
	Total Active	12	18	30	12	20	32
	Terminated entitled to future benefits	4	5	9	4	3	7
	Retired	13	0	13	13	0	13
	Surviving Spouse	0	0	0	0	0	0
	Minor Dependent	0	0	0	0	0	0
	Disabled	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Total	29	23	52	29	23	52

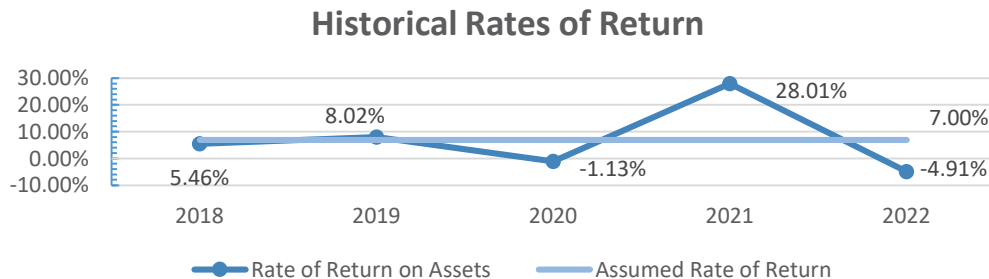
SECTION 2 - VALUATION RESULTS

Significant Events, Disclosure Risks and Issues Influencing Valuation Results

Actuarial valuations are snapshot calculations which incorporate and reflect the experience and events of the past year such as changes in the demographics of the plan participants, gains and losses in the plan assets, changes in actuarial assumptions about future experience and outside influences such as legislation. Some of the more significant issues affecting the Plan's contribution level are described here.

Asset Performance for yearend 4/30/2022

The approximate -4.91% return (not time weighted) on net assets was below the actuarial assumption of 7.00% in effect for the 2021/2022 year.



Change in Assumptions

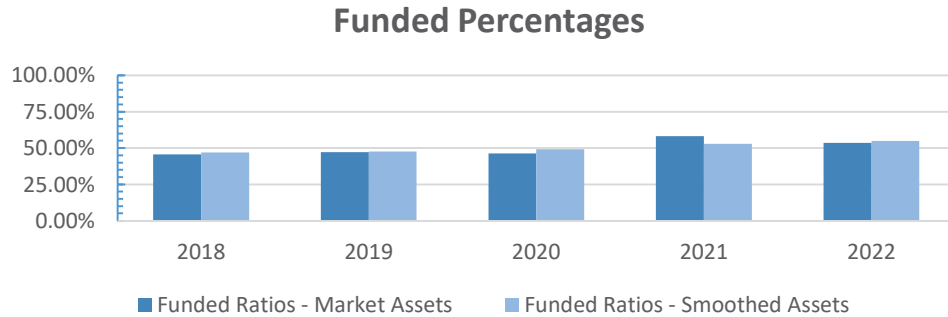
The mortality table was updated from the RP-2014 base rates with blue collar adjustments projected generationally from 2013 with scale MP2020 to the PubS-2010 base rates projected to the valuation date with scale MP2021.

Funded Status

The funded ratio measurement presented in the Actuarial Valuation Report for the Fund is the ratio of the actuarial value of fund assets available for benefits compared to the actuarial accrued liability. By monitoring changes in the funding ratio each year, one can determine whether or not funding progress is being made. Please understand that:

- The funded ratio measurement is dependent upon the actuarial cost method which, in combination with the plan's amortization policy, affects the timing and amounts of future contributions. The amounts of future contributions will most certainly differ from those assumed in this report due to future actual experience differing from assumed experience based upon the actuarial assumptions. Attainment of a funded status measurement in the Actuarial Valuation of 90% or 100% is not synonymous with no required future annual contributions. Even if the funded status attained is 100%, the plan would still require future normal cost contributions (i.e., contributions to cover the annual cost of the active membership accruing an additional year of service credit).

- The funded ratio measurement is a different result depending upon whether the market value of assets or the actuarial value of assets is used.



Employer Contributions

The employer contribution is expected to be paid according to the funding policy, which exceeds the required statutory minimum amount. An additional funding contribution amount is included which determines the amount necessary to prevent negative funding.

Assuming the Funding Policy Contributions are received (and the actuarial assumptions are met) each year through 2040, the Fund's funded ratio is projected to increase to 100% by 2040. If only the Minimum Statutory contributions are made, the Fund's funded ratio would be projected to increase to 90% by 2040 and would require steeper contributions in years closer to 2040.

The ability of the fund to reach 100% is heavily dependent on the City contributing the Funding Policy Employer Contribution each and every year. Actuarial standards do not require the actuary to evaluate the ability of the City or other contributing entity to make such required contributions to the Fund when due. Such an evaluation is not within the actuary's domain of expertise. Consequently, the actuary performed no such evaluation.

The articulated Funding Policy amortizes 100% the unfunded amount based upon a level percentage of pay. The statutory funding required amortization method develops dollar amounts which also increase as payroll increases. The dollar amounts towards the end of the closed amortization period are necessarily much larger, and if payroll does not increase as expected, the amortization amount can dramatically increase the contribution as a percentage of payroll.

Negative Funding

Since the Funding Policy percentage of payroll amortization (end of year) is greater than the negative funding amount, at this point, the dollar value of the interest on the unfunded liability is covered.

Pension Valuations and Risks

Actuarial Standards of Practice (ASOP No. 51), states that the actuary should identify risks that, in the actuary's professional judgment, may reasonably be anticipated to significantly affect future financial condition. Actuarial valuation results are developed based upon a single set of assumptions and a "snapshot" of the participant census and financial data as of the valuation date. The actuarial valuation represents an estimated forecast. The actual cost will be determined by the benefits and expenses paid, as they develop through the future experience of the participants and invested assets. There is a risk that emerging results may differ significantly as actual experience proves to be different from what is projected based on the current assumptions.

MWM has not been engaged to perform a detailed analysis of the potential range of the impact of risks relative to the Fund's future financial condition but included below is a description of some of the funding related risks that could significantly affect the Fund.

- **Investment Risk** – Investment performance may create volatility in the funded status as well as future contributions. A gain or loss in asset value would directly affect the unfunded liability shortfall and funded status, either positively or negatively, depending upon whether the change is a gain or loss.
- **Longevity and Demographic Risk** – Longevity and other demographic risks are the possibility that actual demographic experience differs from the actuarial assumptions. For example, if participants live longer than projected by the mortality assumption, it will create an actuarial experience loss and increase liability.

Valuation Model

MWM valuation results are developed using actuarial modeling software named "ProVal" which is licensed from Winklevoss Technologies. This software is widely considered to be the premier actuarial valuation software and is licensed by many of the largest actuarial firms. The actuarial valuation model generates a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. The actuarial team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results.

ACTUARIAL CERTIFICATION

This is to certify that MWM Consulting Group has prepared an Actuarial Valuation of the Plan as of May 1, 2022 for the purposes of determining statutory contribution requirements for the Fund in accordance with the requirements of 40 ILCS 5/3, Section 125, of determining the funding policy contribution amount (the Actuarially Determined Contribution). The funding policy is selected by the City. The contributions determined are net of contributions made by active member police officers during the year.

The results shown in this report have been calculated under the supervisions of a qualified Actuary as defined in appropriate State statutes. All results are based upon demographic data submitted by the Fund / City, financial data submitted by the Fund, applications of actuarial assumptions, and generally accepted actuarial methods.

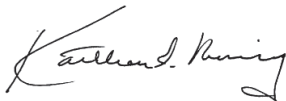
This valuation report has been prepared at the request of City of Yorkville to assist in administering the Plan and meeting specified financial and accounting requirements. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Fund sponsor and may only be provided to other parties in its entirety. The information and valuation results shown in this report are prepared with reliance upon information and data provided to us, which we believe to the best of our knowledge to be complete and accurate and include:

- Employee census data submitted by the City of Yorkville. This data was not audited by us but appears to be consistent with prior information, and sufficient and reliable for purposes of this report.
- Financial data submitted by the City of Yorkville.

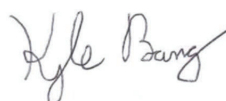
The measurements shown in this actuarial valuation may not be applicable for other purposes. Actuarial valuations involve calculations that require assumptions about future events. Certain of the assumptions or methods are mandated for specific purposes. Future actuarial measurements may differ significantly from the current measurements presented in the report due to such factors as experience that deviates from the assumptions, changes in assumptions, increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contributions based on the Plan's funded status) and changes in plan provisions or applicable law. This report does not include an analysis of the potential range of such future measurements.

We believe the assumptions and methods used are within the range of possible assumptions that are reasonable and appropriate for the purposes for which they have been used. In our opinion, all methods, assumptions and calculations are in accordance with requirements and the procedures followed and presentation of results are in conformity with generally accepted actuarial principles and practices. The undersigned actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. There is no relationship between the City of Yorkville and MWM Consulting Group that impacts our objectivity. I certify that the results presented in this report are accurate and correct to the best of my knowledge.

MWM CONSULTING GROUP



Kathleen E Manning, FSA, EA, FCA, MAAA
Managing Principal & Consulting Actuary



Kyle Bang, FSA, EA, FCA, MAAA
Consulting Actuary

10/5/2022

Date

SECTION 3 - FINANCIAL AND ACTUARIAL EXHIBITS

Exhibit 1 - Statement of Market Value of Assets

Item	Plan Year Ending	
	4/30/2022	4/30/2021
1. Investments at Fair Value:		
a. Cash and Cash Equivalents	\$ 0	\$ 0
b. Money Market Mutual Funds	831,633	965,709
c. Municipal and Corporate Bonds	946,136	1,006,175
d. Certificates of Deposit	0	0
e. US Government and Agency Bonds	3,672,333	3,309,833
f. Common and Preferred Stocks	1,979,234	3,971,171
g. Insurance Contracts (at contract value)	0	0
h. Mutual Funds	7,030,058	5,306,001
i. Accrued Interest and Receivables	21,375	30,542
j. Other	2,556	0
k. Subtotal Assets (a + b + c + d + e + f + g + h + i + j)	<u>\$ 14,483,325</u>	<u>\$ 14,589,431</u>
2. Liabilities:		
a. Expenses Payable	\$ 0	\$ 7,019
b. Liability for benefits due and unpaid	0	0
c. Other Liabilities	0	6,082
d. Total Liabilities	<u>\$ 0</u>	<u>\$ 13,101</u>
3. Net Market Value of Assets Available for Benefits: (1k – 2d)	\$ 14,483,325	\$ 14,576,330

Exhibit 2 - Statement of Change in Net Assets

Item	Plan Year Ending	
	4/30/2022	4/30/2021
Additions		
Contributions		
Employer	\$ 1,334,771	\$ 1,230,604
Plan Member	278,502	261,904
Other	0	0
Total Contributions	\$ 1,613,273	\$ 1,492,508
Investment Income		
Realized and Unrealized Gains/(Losses)	\$ (835,454)	\$ 2,666,024
Interest	83,087	436,546
Dividends	71,875	57,080
Other Income	4,687	1,457
Investment Expenses	(55,339)	(36,168)
Net Investment Income	(731,144)	3,124,939
Total additions	\$ 882,129	\$ 4,617,447
Deductions		
Benefits	\$ 952,091	\$ 893,334
Refunds	3,709	0
Administrative Expenses	19,334	12,766
Total deductions	\$ 975,134	\$ 906,100
Total increase (decrease)	\$ (93,005)	\$ 3,711,347
Net Market Value of Assets Available for Benefits:		
Beginning of year	\$ 14,576,330	\$ 10,864,983
End of year	\$ 14,483,325	\$ 14,576,330

Exhibit 3 - Actuarial Value of Assets

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon **Actuarial Value of Assets**, which are asset values which have been smoothed over a five-year period, beginning with the year 2011. The **Actuarial Value of Assets** has been calculated below based upon the market value of assets at May 1, 2022 with adjustments for the preceding year's gains/losses, which are reflected at the rate of 20% per year.

1. Expected Return on Assets	
a. Market Value of Assets as of Beginning of Year	\$ 14,576,330
b. Income and Disbursements During the year	
i. Contributions Received (weighted 50%)	\$ 806,637
ii. Benefit Payments and Expenses (weighted 50%)	487,567
iii. Weighted net income (other than investment income) (i) – (ii)	319,070
c. Market Value adjusted for income and disbursements	\$ 14,895,400
d. Expected Return on Assets at assumed rate of 7.00%	\$ 1,042,678
2. Actual Return on Assets for year	
a. Market Value of Assets (Beginning of Year)	\$ 14,576,330
b. Income (less investment income)	1,613,273
c. Disbursements	975,134
d. Market Value of Assets (End of Year)	14,483,325
e. Actual Return on Assets (d) – (a) – (b) + (c)	(731,144)
f. Investment Gain/(Loss) for year: 2(e) - 1(d)	\$ (1,773,822)
3. Actuarial Value of Assets	
a. Market Value of Assets as of End of Year	\$ 14,483,325
b. Deferred Investment gains/(losses)	
i. 80% of 2022 loss of \$(1,773,822)	1,419,058
ii. 60% of 2021 gain of \$2,343,866	(1,406,320)
iii. 40% of 2020 loss of \$(869,806)	347,922
iv. 20% of 2019 gain of \$95,566	(19,113)
v. Total	341,547
c. Actuarial Value of Assets for statutory funding 3(a) + 3(b)(v)	\$ 14,824,872

The chart below shows the comparison of smoothed to market assets over the past five years

Smoothed vs Market Assets

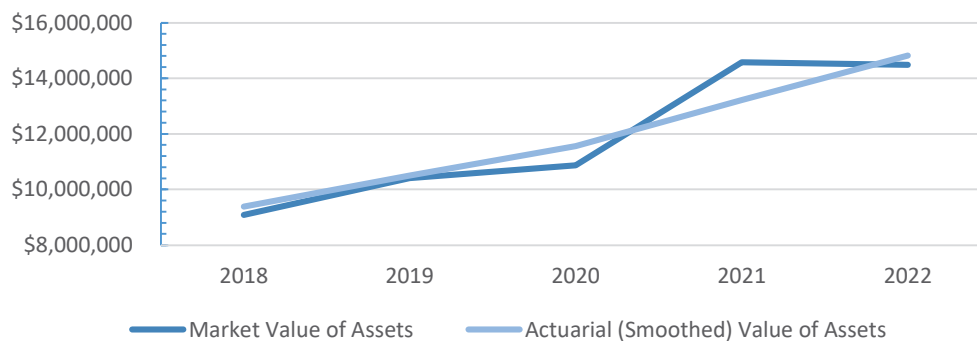


Exhibit 4 - Determination of the Statutory Minimum Required Contribution

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon the Projected Unit Credit actuarial funding method, where the unfunded liability is amortized such that 90% of the liability will be funded as of 2040. Under the statute, 90% of the unfunded liability is to be amortized as a level percentage of payroll over the period through 2040. The mandated funding method, the Projected Unit Credit funding method, requires the annual cost of the plan to be developed in two parts: that attributable to benefits allocated to the current year (the normal cost); and that allocated to benefits attributable to prior service (the accrued liability).

Funding Elements for 40 ILCS 5/3

	Present Value of Benefits as of 5/1/2022	Projected Unit Credit (PUC) Normal Cost as of 5/1/2022	PUC Actuarial Accrued Liability as of 5/1/2022
1. Active Officers:			
a) Normal & Early Retirement	\$ 13,774,074	\$ 520,244	\$ 6,629,532
b) Vested Withdrawal	1,169,584	71,375	718,922
c) Pre-Retirement Death	147,852	8,002	81,577
d) Disability	<u>1,716,969</u>	<u>104,517</u>	<u>897,245</u>
e) Total Active Police Officers	\$ 16,808,479	\$ 704,138	\$ 8,327,276
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	\$ 16,348,522		\$ 16,348,522
b) Widows (survivors)	0		0
c) Deferred Vested	1,280,792		1,280,792
d) Disabled	<u>0</u>		<u>0</u>
e) Total - Nonactive	\$ 17,629,314		\$ 17,629,314
3. Total – All	\$ 34,437,793		\$ 25,956,590

Minimum Statutory Contribution under 40 ILCS 5/3

Item	Amount
1. Annual Payroll	\$ 2,694,486
2. Normal Cost (net of employee/member contributions)	437,114
3. Employee Contributions (expected)	267,024
4. Funding Actuarial Liability	25,956,590
5. 90% of Funding Actuarial Liability	23,360,931
6. Actuarial Value of Assets (Exhibit 3)	14,824,872
7. Unfunded Actuarial Balance	8,536,059
8. Amortization of Unfunded Balance over 18 years as a level percentage of payroll	619,881
9. Interest on (2), (3) and (8)	92,681
10. Minimum statutory tax levy contribution per 40 ILCS 5/3 – (2) + (8) + (9)	\$1,149,676 (42.7%)

*() amount as a percent of payroll

Exhibit 5 - Determination of the Funding Policy Contribution

The Tax Levy amount based upon the articulated funding policy is the actuarially determined contribution, rather than the amount determined as the minimum under 40 ILCS 5/3. The funding policy contribution is developed below, based upon the Entry Age Normal Funding Method, with 100% of the unfunded accrued liability amortized as a level percentage of payroll over the 18 years through FYE 2040. The contribution is then the sum of the Normal Cost (developed under the entry age method,) plus the amortization payment. Also shown is the contribution amount necessary to prevent negative funding.

Funding Elements for Funding Policy Contribution

	Present Value of Benefits as of 5/1/2022	Entry Age Normal Cost as of 5/1/2022	Entry Age Accrued Liability as of 5/1/2022
1. Active Officers:			
a) Normal & Early Retirement	\$ 13,774,074	\$ 476,394	\$ 8,398,298
b) Vested Withdrawal	1,169,584	68,830	355,874
c) Pre-Retirement Death	147,852	7,673	59,733
d) Disability	<u>1,716,969</u>	<u>98,096</u>	<u>598,742</u>
e) Total Active Police Officers	\$ 16,808,479	\$ 650,993	\$ 9,412,647
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	\$ 16,348,522		\$ 16,348,522
b) Widows (survivors)	0		0
c) Deferred Vested	1,280,792		1,280,792
d) Disabled	<u>0</u>		<u>0</u>
e) Total - Nonactive	\$ 17,629,314		\$ 17,629,314
3. Total – All	\$ 34,437,793		\$ 27,041,961

Actuarially Determined Funding Policy Contribution for Tax Levy

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 383,969
2. Employee Contributions (expected)	267,024
3. Funding Actuarial Liability	27,041,961
4. 100% of Funding Actuarial Liability	27,041,961
5. Actuarial Value of Assets (Exhibit 3)	14,824,872
6. Unfunded Actuarial Balance	12,217,089
7. Amortization of Unfunded Balance over 18 years as a level percentage of payroll	887,195
8. Interest on (1), (2) and (7)	107,673
9. Actuarially Determined Funding Policy Contribution for Tax Levy (1) + (7) + (8)	\$1,378,837 (51.2%)

Exhibit 6 - Contribution Necessary to Prevent Negative Funding

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 383,969
2. Employee Contributions (expected)	267,024
3. 100% of Funding Actuarial Liability	27,041,961
4. Actuarial Value of Assets (Exhibit 3)	14,824,872
5. Unfunded Actuarial Balance	12,217,089
6. Interest on Unfunded Liability	855,196
7. Interest on (1), (2)	45,570
8. Contribution Necessary to Prevent Negative Funding (1) + (6) + (7)	\$1,284,735 (47.7%)

Exhibit 7 - Summary of Participant Data as of May 1, 2022

Participant Data

Item	As of 5/1/2022		
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
Active Members			
Vested	12	2	14
Non-Vested	<u>0</u>	<u>16</u>	<u>16</u>
Total Actives	12	18	30
Terminated Members entitled to future benefits	4	5	9
Retired Members	13	0	13
Surviving Spouses	0	0	0
Minor Dependents	0	0	0
Disabled Participants	<u>0</u>	<u>0</u>	<u>0</u>
Total	29	23	52

AGE AND SERVICE DISTRIBUTION AS OF MAY 1, 2022

Active Employee Participants

Age Group	Service									Total
	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	
Under 20										0
20 - 24	1									1
25 - 29	5									5
30 - 34	5	3								8
35 - 39			3	2						5
40 - 44		1	1	4	1					7
45 - 49			2	1						3
50 - 54	1									1
55 - 59										0
60 - 64										0
65 & Over										0
Total	12	4	6	7	1	0	0	0	0	30

Average Age: 36.6 years

Average Length of Service: 9.4 years

SECTION 4 - SUMMARY OF PRINCIPAL PLAN PROVISIONS

This summary provides a general description of the major eligibility and benefit provisions of the pension fund upon which this valuation has been based. It is not intended to be, nor should it be interpreted as, a complete statement of all provisions

Definitions

Tier 1 – For Police Officers first entering Article 3 prior to January 1, 2011

Tier 2 – For Police Officers first entering Article 3 after December 31, 2010

Police Officer (3-106): Any person appointed to the police force and sworn and commissioned to perform police duties.

Persons excluded from Fund (3-109): Part-time officers, special police officer, night watchmen, traffic guards, clerks and civilian employees of the department. Also, police officers who fail to pay the required fund contributions or who elect the Self-Managed Plan option.

Creditable Service (3-110): Time served by a police officer, excluding furloughs in excess of 30 days, but including leaves of absences for illness or accident and periods of disability where no disability pension payments have been received and also including up to 3 years during which disability payments have been received provided contributions are made.

Pension (3-111)

Normal Pension Age

Tier 1 - Age 50 with 20 or more years of creditable service.

Tier 2 - Age 55 with 10 or more years of creditable service.

Normal Pension Amount

Tier 1 - 50% of the greater of the annual salary held in the year preceding retirement or the annual salary held on the last day of service, plus 2½% of such annual salary for service from 20 to 30 year (maximum 25%).

Tier 2 - 2½% of Final Average salary for each year of service. Final Average Salary is based on the highest consecutive 48 months of the final 60 months of service.

Early Retirement at age 50 with 10 or more years of service but with a penalty of ½% for each month prior to age 55.

Annual Salary capped at \$106,800 increased yearly by the lesser of the Consumer Price Index- Urban (CPI-U) or 3%. The Salary cap for valuations beginning in 2022 is \$130,166.

Minimum Monthly Benefit: \$1,000

Maximum Benefit Percentage: 75% of salary

Termination Retirement Pension

Tier 1 - Separation of service prior to meeting retirement eligibility after completion of at least 8 years of creditable service.

Tier 2 - Separation of service prior to meeting retirement eligibility after completion of at least 10 years of creditable service.

Termination Pension Amount

Tier 1 - Commencing at age 60 (or age 50 if at least 20 years of creditable service at termination), 2½% of annual salary held on the last day of service times years of creditable service.

Tier 2 - Commencing at age 55 (or age 50 but with a penalty of ½% for each month prior to age 55), 2½% of Final Average Salary for each year of service. Final Average Salary is based on the highest consecutive 48 months of the final 60 months of service.

Pension Increase Non-Disabled

Tier 1 - 3% increase of the original pension amount after attainment of age 55 for each year elapsed since retirement, followed by an additional 3% of the original pension amount on each January 1 thereafter. Effective July 1, 1993, 3% of the amount of pension payable at the time of the increase including increases previously granted, rather than 3% of the originally granted pension amount.

Tier 2 - The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each January 1 thereafter.

Disabled

3% increase of the original pension amount after attainment of age 60 for each year he or she received pension payments, followed by an additional 3% of the original pension amount in each January 1 thereafter.

Pension to Survivors (3-112)

Death of Retired Member

Tier 1 - 100% of pension amount to surviving spouse (or dependent children).

Tier 2 - 66 2/3% of pension amount to surviving spouse (or dependent children), subject to the following increase: The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each January 1 thereafter.

Death While in Service (Not in line of duty)

With 20 years of creditable service, the pension amount earned as of the date of death.

With less than 20 years of creditable service, 50% of the salary attached to the rank for the year prior to the date of death.

Death in Line of Duty

100% of the salary attached to the rank for the last day of service year prior to date of death.

Minimum Survivor Pension

\$1,000 per month to all surviving spouses.

Disability Pension - Line of Duty (3-114.1)

Eligibility

Suspension or retirement from police service due to sickness, accident or injury while on duty.

Pension

Greater of 65% of salary attached to rank at date of suspension or retirement and the retirement pension available.
Minimum \$1,000 per month.

Disability Pension - Not on Duty (3-114.2)

Eligibility

Suspension or retirement from police service for any cause other than while on duty.

Pension

50% of salary attached to rank at date of suspension or retirement. Minimum \$1,000 per month.

Other Provisions

Marriage after Retirement (3-120)

No surviving spouse benefit available.

Refund (3-124)

At termination with less than 20 years of service, contributions are refunded upon request.

Contributions by Police Officers (3-125.1)

Beginning May 1, 2001, 9.91% of salary including longevity, but excluding overtime pay, holiday pay, bonus pay, merit pay or other cash benefit.

Actuarial Accrued Liability

See ***Entry Age Normal Cost Method*** and ***Projected Unit Credit Cost Method***.

Actuarial Assumptions

The economic and demographic predictions used to estimate the present value of the plan's future obligations. They include estimates of investment earnings, salary increases, mortality, withdrawal and other related items. The *Actuarial Assumptions* are used in connection with the *Actuarial Cost Method* to allocate plan costs over the working lifetimes of plan participants.

Actuarial Cost Method

The method used to allocate the projected obligations of the plan over the working lifetimes of the plan participants. Also referred to as an *Actuarial Funding Method*.

Actuarial Funding Method

See *Actuarial Cost Method*

Actuarial Gain (Loss)

The excess of the actual *Unfunded Actuarial Accrued Liability* over the expected *Unfunded Actuarial Accrued Liability* represents an *Actuarial Loss*. If the expected *Unfunded Actuarial Accrued Liability* is greater, an *Actuarial Gain* has occurred.

Actuarial Present Value

The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of *Actuarial Assumptions*.

Actuarial Value of Assets

The asset value derived by using the plan's *Asset Valuation Method*.

Asset Valuation Method

A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of employer contributions.

Employee Retirement Income Security Act of 1974 (ERISA)

The primary federal legislative act establishing funding, participation, vesting, benefit accrual, reporting, and disclosure standards for pension and welfare plans.

Entry Age Normal Cost Method

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated on a level basis over the earnings of the individual between entry age and assumed exit age(s). The portion of this *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The portion of this *Actuarial Present Value* not provided for at a valuation date by the *Actuarial Present Value* of future *Normal Costs* is called the *Actuarial Accrued Liability*.

GLOSSARY (Continued)

Normal Cost

The portion of the *Present Value of Projected Plan Benefits* that is allocated to a particular plan year by the *Actuarial Cost Method*. See *Entry Age Normal Cost Method* for a description of the Normal Cost under the *Entry Age Normal Cost Method*. See *Projected Unit Credit Cost Method* for a description of the Normal Cost under the *Projected Unit Credit Cost Method*.

Present Value of Future Normal Costs

The present value of future normal costs determined based on the *Actuarial Cost Method* for the plan. Under the *Entry Age Normal Cost Method*, this amount is equal to the excess of the *Present Value of Projected Plan Benefits* over the sum of the *Actuarial Value of Assets* and *Unfunded Actuarial Accrued Liability*.

Present Value of Projected Plan Benefits

The present value of future plan benefits reflecting projected credited service and salaries. The present value is determined based on the plan's actuarial assumptions.

Projected Unit Credit Cost Method

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated by a consistent formula to valuation years. The *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The *Actuarial Present Value* of benefits allocated to all periods prior to a valuation year is called the *Actuarial Accrued Liability*.

Unfunded Actuarial Accrued Liability

The excess of the *Actuarial Accrued Liability* over the *Actuarial Value of Assets*.

SECTION 5 - SUMMARY OF ACTUARIAL ASSUMPTIONS AND COST METHODS

Nature of Actuarial Calculations

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events, some of which are mandated assumptions. Certain provisions may be approximated or deemed immaterial and therefore are not valued. Assumptions may be made about participant data or other factors. A range of results, different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precisions, which is not inherent in actuarial calculations.

Actuarial Assumption	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy	
Interest	7.00% per annum	7.00% per annum	
Mortality	PubS-2010 Base Rates Projected to 2022 with Scale MP2021	PubS-2010 Base Rates Projected to 2022 with Scale MP2021	
Retirement	Rates of retirement for all ages are:	Rates of retirement for all ages are:	
	<div><div>Tier 1</div><div><div>Age</div><div>Age</div><div>5015.00%6125.00%</div><div>5115.00%6225.00%</div><div>5220.00%6325.00%</div><div>5320.00%6425.00%</div><div>5420.00%65100%</div><div>5525.00%66100%</div><div>5625.00%67100%</div><div>5725.00%68100%</div><div>5825.00%69100%</div><div>5925.00%70100%</div><div>6025.00%</div></div><div><div>Tier 2</div><div><div>Age</div><div>Age</div><div>505.00%6125.00%</div><div>515.00%6225.00%</div><div>525.00%6325.00%</div><div>535.00%6425.00%</div><div>545.00%65100%</div><div>5540.00%66100%</div><div>5625.00%67100%</div><div>5725.00%68100%</div><div>5825.00%69100%</div><div>5925.00%70100%</div><div>6025.00%</div></div></div></div>	<div><div>Tier 1</div><div><div>Age</div><div>Age</div><div>5015.00%6125.00%</div><div>5115.00%6225.00%</div><div>5220.00%6325.00%</div><div>5320.00%6425.00%</div><div>5420.00%65100%</div><div>5525.00%66100%</div><div>5625.00%67100%</div><div>5725.00%68100%</div><div>5825.00%69100%</div><div>5925.00%70100%</div><div>6025.00%</div></div><div><div>Tier 2</div><div><div>Age</div><div>Age</div><div>505.00%6125.00%</div><div>515.00%6225.00%</div><div>525.00%6325.00%</div><div>535.00%6425.00%</div><div>545.00%65100%</div><div>5540.00%66100%</div><div>5625.00%67100%</div><div>5725.00%68100%</div><div>5825.00%69100%</div><div>5925.00%70100%</div><div>6025.00%</div></div></div></div>	
	Withdrawal	Rates of termination are based upon age only. Sample rates for selected ages are: <div><div>Age</div><div>2510.40%</div><div>401.90%</div><div>501.50%</div><div>551.50%</div></div>	Rates of termination are based upon age only. Sample rates for selected ages are: <div><div>Age</div><div>2510.40%</div><div>401.90%</div><div>501.50%</div><div>551.50%</div></div>

Actuarial Assumption Item	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy																				
Disability	<p>Rates of disability are based upon age only. Sample rates for selected ages are:</p> <table><tr><td>Age</td><td></td></tr><tr><td>25</td><td>0.03%</td></tr><tr><td>40</td><td>0.42%</td></tr><tr><td>50</td><td>0.71%</td></tr><tr><td>55</td><td>0.90%</td></tr></table> <p>60% of disabilities are assumed to occur in the line of duty</p>	Age		25	0.03%	40	0.42%	50	0.71%	55	0.90%	<p>Rates of disability are based upon age only. Sample rates for selected ages are:</p> <table><tr><td>Age</td><td></td></tr><tr><td>25</td><td>0.03%</td></tr><tr><td>40</td><td>0.42%</td></tr><tr><td>50</td><td>0.71%</td></tr><tr><td>55</td><td>0.90%</td></tr></table> <p>60% of disabilities are assumed to occur in the line of duty</p>	Age		25	0.03%	40	0.42%	50	0.71%	55	0.90%
Age																						
25	0.03%																					
40	0.42%																					
50	0.71%																					
55	0.90%																					
Age																						
25	0.03%																					
40	0.42%																					
50	0.71%																					
55	0.90%																					
Salary Increase	5% per annum	5% per annum																				
Payroll Growth	3.50% per annum	3.50% per annum																				
Percentage Married	80% are married, females are assumed to be 3 years younger	80% are married, females are assumed to be 3 years younger																				
Asset Valuation Method	Assets are valued at fair market value and smoothed over three years, reflecting gains and losses at 20% per year.	Assets are valued at fair market value and smoothed over five years, reflecting gains and losses at 20% per year.																				
Actuarial Cost Methods	<p>Projected Unit Credit Cost Method</p> <p>This is the mandated actuarial method to be used in determining the statutory contribution requirements and under PA 096-1495. This method determines the present value of projected benefits and prorates the projected benefit by service to date to determine the accrued liability. Amounts attributable to past service are amortized as a level percentage of pay with the goal of reaching 90% of the accrued liability by 2040.</p>	<p>Entry Age Normal Cost Method</p> <p>This method projects benefits from entry age to retirement age and attributes costs over total service, as a level percentage of pay. Amounts attributable to past service have been amortized over 18 years on a closed basis as a level percentage of pay.</p>																				



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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – November 8, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

DATE: 10/21/22
TIME: 08:21:50
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131205	KCR	KENDALL COUNTY RECORDER'S			09/23/22		
	135802	09/23/22	01	1 NEW UTILITY LIEN		51-510-54-00-5448	67.00
			02	RAINTREE VILLAGE SATISFACTION		01-000-24-00-2440	67.00
			03	OF TAX LIEN		** COMMENT **	
				INVOICE TOTAL:			134.00 *
				CHECK TOTAL:			134.00
				TOTAL AMOUNT PAID:			134.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-A.HERNANDEZ	09/30/22	01	RURAL KING-ROUNDUP		79-790-56-00-5640	233.98
			02	ANTHEM SPORTS-FENCE GROUND		79-790-56-00-5646	214.16
			03	SOCKET PACKAGE		** COMMENT **	
			04	FLATSOS#24978-TIRE PATCH		79-790-54-00-5495	10.00
			05	MENARDS#090822-HAMMER, Mallet		79-790-56-00-5630	27.97
			06	MENARDS#090822-PVC PIPE		79-790-56-00-5640	53.97
			07	MENARDS#082922-PAPER TOWELS,		79-790-56-00-5620	375.51
			08	BATTERIES, REFLECTIVE TAPE,		** COMMENT **	
			09	GLOVES, SOAP, CABLE TIES, BUG		** COMMENT **	
			10	SPRAY, AIR FRESHNERS		** COMMENT **	
				INVOICE TOTAL:			915.59 *
	102522-A.SIMMONS	09/30/22	01	COMCAST-08/20-09/19 INTERNET		24-216-54-00-5440	289.82
			02	AT 651 PRAIRIE POINTE		** COMMENT **	
			03	SEAL MASTER#92763-TENNIS COURT		25-225-60-00-6060	4,131.99
			04	RESURFACING		** COMMENT **	
			05	ALARM DETECTION-OCT-DEC 2022		24-216-54-00-5446	641.88
			06	MONITORING AT 800 GAME FARM RD		** COMMENT **	
			07	VERIZON-8/2-9/1 IN CAR UNITS		01-210-54-00-5440	667.97
			08	HML#94890-WATER TESTING		51-510-54-00-5445	686.00
				INVOICE TOTAL:			6,417.66 *
	102522-B.OLSON	09/30/22	01	HILTON-IML CONFERENCE		01-110-54-00-5415	1,061.96
			02	LODGING-OLSON		** COMMENT **	
			03	ICMA CONFERENCE PARKING		01-110-54-00-5415	67.00
			04	ZOOM-09/22-10/22 USER FEES		01-110-54-00-5462	209.96
				INVOICE TOTAL:			1,338.92 *
	102522-B.PFIZENMAIER	09/30/22	01	DARCY'S PINT-TRAINING MEAL		01-210-54-00-5415	70.52
			02	AXON-TASER & TASER CAM LICENSE		01-210-56-00-5620	994.00
			03	BUNDLE RENEWAL		** COMMENT **	
			04	STEVENS-EMBROIDERY		01-210-56-00-5600	30.00
			05	YORKVILLE POST-PRIORITY MAIL		01-210-54-00-5452	9.85
				INVOICE TOTAL:			1,104.37 *
	102522-D.BROWN	09/30/22	01	MENARDS#0923-COUPPLING		51-510-56-00-5620	27.93
			02	MENARDS#0920-SLEDGE HAMMER		51-510-56-00-5630	38.98
			03	MENARDS#0920-DOORSTOP		51-510-56-00-5638	15.98
			04	MENARDS#0915-BLEACH, BATTERIES		51-510-56-00-5638	64.73
			05	GARBAGE BAGS		** COMMENT **	
			06	AMAZON-BATTERY BACKUP		51-510-56-00-5638	97.17
			07	AMAZON-DR-4512 POWER SUPPLY		51-510-56-00-5638	47.51
			08	SLIP DOCTORS-TRAILER PAINT		51-510-56-00-5628	440.00
			09	SUIE-CLASS B WATER SEMINAR		51-510-54-00-5412	300.00
			10	REGISTRATION		** COMMENT **	
				INVOICE TOTAL:			1,032.30 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-D.DEBORD	09/30/22	01	AMAZON-MONTHLY PRIME FEE		82-820-54-00-5460	14.99
			02	MENARDS#44442-MULCH		82-000-24-00-2480	26.52
			03	MENARDS#44444-MULCH, GRAVEL		82-000-24-00-2480	24.90
			04	MENARDS#092222-FALL DECOR		82-000-24-00-2480	92.37
				INVOICE TOTAL:			158.78 *
	102522-D.HENNE	09/30/22	01	HOME DEPO#87427-FLANDERS		01-410-54-00-5435	246.88
			02	RURAL KING-CLEVIS		01-410-56-00-5620	32.97
			03	HOME DEPO#4201-BOLTS		23-230-56-00-5642	63.99
			04	HOME DEPO#2624-BRASS ADAPTER		23-230-56-00-5642	4.98
				INVOICE TOTAL:			348.82 *
	102522-D.SMITH	09/30/22	01	HOME DEPO#8259-TOGGLE, SCREWS		79-790-56-00-5640	33.96
			02	MENARDS#083022-PAIS		79-790-56-00-5620	15.93
			03	HOME DEPO#8673-PORTLAND TYPE I		79-790-56-00-5640	27.94
			04	MENARDS#091422-EPOX, BOLTS		79-790-56-00-5640	22.34
			05	HOME DEPO#7034-PADDLOCK,		79-790-56-00-5640	41.34
			06	CRACK SEALANT		** COMMENT **	
			07	MENARDS#091422-HOLE SAW BITS,		79-790-56-00-5620	71.11
			08	TAPE		** COMMENT **	
			09	MENARDS#091522-STRAPS, BITS		79-790-56-00-5640	42.75
			10	MENARDS#092022-TROWEL, PADDLOCK		79-790-56-00-5620	45.54
			11	HOME DEPO#8218-INSPECTION CAM		79-790-56-00-5630	229.00
			12	MENARDS#092622-DECK SCREWS		79-790-56-00-5630	13.98
			13	MENARDS#092622-PLYWOOD		79-790-56-00-5640	166.14
			14	MENARDS#092622-GLOVES, DISH		79-790-56-00-5620	408.03
			15	SOAP, GARBAGE BAGS, CONTRACTOR		** COMMENT **	
			16	BAGS		** COMMENT **	
			17	NAPA#32378-BRAKE AWAY KIT		79-790-56-00-5640	35.45
			18	MENARDS#092722-VOLTAGE TESTER		79-790-56-00-5630	4.79
				INVOICE TOTAL:			1,158.30 *
	102522-E.DHUSE	09/30/22	01	NAPA#322588-THREAD SEAL TAPE		52-520-56-00-5628	4.17
			02	NORTHERN SAFETY-HARD HATS		01-410-56-00-5600	164.53
			03	NORTHERN SAFETY-HARD HATS		51-510-56-00-5600	164.53
			04	NORTHERN SAFETY-HARD HATS		52-520-56-00-5600	164.54
				INVOICE TOTAL:			497.77 *
	102522-E.HERNANDEZ	09/30/22	01	MENARDS#090422-CABLE TIES,		79-790-56-00-5620	123.89
			02	GARBAGE BAGS		** COMMENT **	
				INVOICE TOTAL:			123.89 *
	102522-E.SCHREIBER	09/30/22	01	AMAZON-CHILDPROOF DOOR LOCKS		79-795-56-00-5606	25.08
			02	AMAZON-MAGNETIC WHITEBOARD,		79-795-56-00-5606	225.57
			03	PEOPLE CUTOOTS		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-E.SCHREIBER	09/30/22	04	TARGET-PRESCHOOL SNACKS		79-795-56-00-5606	119.00
			05	TARGET-HOOKS, WATER, CLEANING		79-795-56-00-5606	45.71
			06	SUPPLIES		** COMMENT **	
			07	TARGET-PRESCHOOL SNACKS		79-795-56-00-5606	65.41
			08	AMAZON-CONSTRUCTION PAPER,		79-795-56-00-5606	155.28
			09	LEARNING SQUARES		** COMMENT **	
			10	TARGET-GOLDFISH		79-795-56-00-5606	20.97
			11	AMAZON-CROSSBODY BAG		79-795-56-00-5606	9.98
			12	AMAZON-MICROPHONE		79-795-56-00-5606	29.98
			13	AMAZON-BEAN BAG CHAIR, PAPER		79-795-56-00-5606	80.55
			14	BAGS		** COMMENT **	
			15	TARGET-HALLOWEEN SUPPLIES		79-795-56-00-5606	34.98
			16	AMAZON-TRICK OR TREAT BAGS		79-795-56-00-5606	21.97
			17	AMAZON-RUG TAPE, STICKERS		79-795-56-00-5606	50.69
				INVOICE TOTAL:			885.17 *
	102522-E.WILLRETT	09/30/22	01	PARAGON-VEEAM BACKUP		01-640-54-00-5450	1,901.94
			02	ESSENTIALS LICENSE ANNUAL		** COMMENT **	
			03	RENEWAL 10/5/22-10/4/23		** COMMENT **	
			04	ILCMA-OCT HYBRID EVENT		01-110-54-00-5412	65.00
			05	REGISTRATION-WILLRETT		** COMMENT **	
			06	ELEMENT FOUR-CLOUD CONNECT		01-640-54-00-5450	625.61
			07	OFFSITE BACKUPS FOR SEPT 2022		** COMMENT **	
			08	PHYSICIANS CARE-DRUG SCREENING		79-795-54-00-5462	94.00
			09	PHYSICIANS CARE-DRUG SCREENING		01-410-54-00-5462	61.00
			10	PHYSICIANS CARE-DRUG SCREENING		79-790-54-00-5462	169.00
			11	PHYSICIANS CARE-DRUG SCREENING		01-110-54-00-5462	47.00
			12	PHYSICIANS CARE-DRUG SCREENING		01-210-54-00-5462	47.00
			13	PHYSICIANS CARE-DRUG SCREENING		51-510-54-00-5462	49.00
			14	PHYSICIANS CARE-DRUG SCREENING		52-520-54-00-5462	49.00
				INVOICE TOTAL:			3,108.55 *
	102522-G.JOHNSON	09/30/22	01	GRAINGER-MARKING PAINT		51-510-56-00-5665	18.12
			02	HOME DEPO#1646-GLOVES, CAUTION		51-510-56-00-5620	22.77
			03	TAPE		** COMMENT **	
				INVOICE TOTAL:			40.89 *
	102522-G.NELSON	09/30/22	01	MENARDS#50917-TOWELS, TOOL SET		01-220-56-00-5620	192.12
			02	WAREHOUSE-CORRECTION TAPE		01-220-56-00-5610	14.35
			03	WAREHOUSE-WATER		01-220-56-00-5620	22.90
			04	OSWEGO PRINT-INSPECTION FORMS		01-220-56-00-5620	398.75
				INVOICE TOTAL:			628.12 *
	102522-G.STEFFENS	09/30/22	01	MENARDS#0912-DRILL BIT, SCREWS		52-520-56-00-5620	29.97
			02	ANCHORS, LAG SHIELD		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-G.STEFFENS	09/30/22	03	MENARDS#0912-TUBE CUTTER,		52-520-56-00-5620	29.01
			04	CONNECTOR		** COMMENT **	
			05	MENARDS#0907-BOLT EXTRACTOR		52-520-56-00-5630	10.78
			06	KIT		** COMMENT **	
			07	MENARDS#0919-LYSOL, GREASE		52-520-56-00-5620	82.26
			08	HOME DEPO#7580-TUBE CUTTER		52-520-56-00-5630	49.78
			09	FLEET PRIDE-FILTERS, ELEMENTS,		52-520-56-00-5628	628.95
			10	MUD FLAPS		** COMMENT **	
			11	FLEET PRIDE-FILTER		52-520-56-00-5628	41.28
				INVOICE TOTAL:			872.03 *
	102522-J.BAUER	09/30/22	01	WPY WATER-H2OSEC CON CONFERENCE		51-510-54-00-5412	50.00
			02	REGISTRATION		** COMMENT **	
			03	MIDAMERICA-CONNECTION LEADS		51-510-56-00-5665	70.00
				INVOICE TOTAL:			120.00 *
	102522-J.BEHLAND	09/30/22	01	AMAZON-WIRELESS MOUSE		01-110-56-00-5610	29.53
				INVOICE TOTAL:			29.53 *
	102522-J.ENGBERG	09/30/22	01	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	54.99
			02	USER FEE		** COMMENT **	
				INVOICE TOTAL:			54.99 *
	102522-J.GALAUNER	09/30/22	01	BSN#917977988-FALL BB JEARSEYS		79-795-56-00-5606	839.00
			02	BSN#917977959-FALL SB JEARSEYS		79-795-56-00-5606	1,386.00
			03	BSN#917977959-FALL SB/BB TEES		79-795-56-00-5606	946.00
			04	PMI PHOTOGRAPHY-COACHS PLAQUES		79-795-56-00-5606	520.00
			05	AMAZON-SOFTBALLS		79-795-56-00-5606	441.00
			06	BSN#918217458-SOFTBALLS		79-795-56-00-5606	768.00
			07	AMAZON-TOOLBOX		79-795-56-00-5606	56.96
				INVOICE TOTAL:			4,956.96 *
	102522-J.HUNTER	09/30/22	01	HOME DEPO#6887-TOTES		01-210-56-00-5620	17.98
				INVOICE TOTAL:			17.98 *
	102522-J.JACKSON	09/30/22	01	NAPA#323861-OIL FILTER		52-520-56-00-5628	21.84
				INVOICE TOTAL:			21.84 *
	102522-J.JENSEN	09/30/22	01	STORAGE DEPOT-STORAGE RENTAL		01-210-54-00-5485	164.00
			02	09/01/22-10/31/22		** COMMENT **	
				INVOICE TOTAL:			164.00 *
	102522-J.SLEEZER	09/30/22	01	AMAZON-J HOOK CHAIN, DD SLINGS		01-410-56-00-5630	190.71
			02	FLATSOS#25075-4 TIRES		01-410-54-00-5490	1,589.72
			03	NAPA#323778-LED PIGTAIL		01-410-56-00-5628	7.70

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900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-J.SLEEZER	09/30/22	04	MENARDS#090722-WRENCHES		01-410-56-00-5630	109.97
						INVOICE TOTAL:	1,898.10 *
	102522-J.WEISS	09/30/22	01	DOLLAR TREE-FRENDS		82-000-24-00-2480	23.75
			02	PROGRAMMING ACTIVITY SUPPLIES		** COMMENT **	
						INVOICE TOTAL:	23.75 *
	102522-K.BALOG	09/30/22	01	SHRED IT-MAY 2022 SHREDDING		01-210-54-00-5462	241.07
			02	SHRED IT-AUG 2022 SHREDDING		01-210-54-00-5462	250.53
			03	COMCAST-08/15-09/14 INTERNET		01-640-54-00-5449	1,162.82
			04	NAPA#315390-BULBS		01-210-54-00-5495	11.20
			05	NAPA#320149-REARVIEW MIRROR		01-210-54-00-5495	6.66
			06	KENDALL PRINT-PAYROLL		01-210-54-00-5430	295.70
			07	VOUCHERS, TRTESPASS NOTICES		** COMMENT **	
			08	COMCAST-9/8-10/7 CABLE		01-210-54-00-5440	21.06
			09	MENARDS#52119-STEEL PLUG		01-210-56-00-5620	2.75
			10	MENARDS#45393-APRAY PAINT,		01-210-56-00-5620	42.90
			11	ADHESIVE		** COMMENT **	
			12	MENARDS#51894-BATTERIES		01-210-56-00-5620	9.37
			13	ACCURINT-AUG 2022 SEARCHES		01-210-54-00-5462	150.00
						INVOICE TOTAL:	2,194.06 *
	102522-K.BARKSDALE	09/30/22	01	APA-MEMBERSHIP RENEWAL		01-220-54-00-5460	999.00
			02	PANERA-REFRESHMENTS FOR AGING		01-220-54-00-5462	124.91
			03	COMMUNITY WORKSHOP		** COMMENT **	
						INVOICE TOTAL:	1,123.91 *
	102522-K.GREGORY	09/30/22	01	PAYPAL-HAWAIIAN SHIRT SAMPLES		01-110-56-00-5610	61.50
						INVOICE TOTAL:	61.50 *
	102522-K.JONES	09/30/22	01	IML CONFERENCE		01-110-54-00-5412	360.00
			02	REGISTRATION-FUNKHOUSE		** COMMENT **	
			03	AMAZON-LENS CLEANING WIPES		01-110-56-00-5610	9.99
			04	AMAZON-NAPKINS		01-110-56-00-5610	13.49
			05	AMAZON-LYSOL, BANDAGES,		01-110-56-00-5610	135.98
			06	BATTERIES		** COMMENT **	
			07	AMAZON-RETURNED PLATES		01-110-56-00-5610	-14.99
			08	AMAZON-PAPER PLATES		01-110-56-00-5610	8.18
			09	AMAZON-RADIO, CORRECTION TAPE		01-110-56-00-5610	129.36
			10	IML CONFERENCE		01-110-54-00-5415	414.77
			11	LODGING-TRANSIER		** COMMENT **	
			12	IML CONFERENCE LODGING-SOLING		01-110-54-00-5415	445.07
			13	WAREHOUSE-PENCIL SHARPENER		01-110-56-00-5610	20.38
						INVOICE TOTAL:	1,522.23 *
	102522-L.GARCIA	09/30/22	01	HOME DEPO#7215-SAFETY PAINT		51-510-56-00-5640	55.98

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900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-L.GARCIA	09/30/22	02	MENARDS#092022-PAINT BRUSHES		51-510-56-00-5640	20.93
				INVOICE TOTAL:			76.91 *
	102522-M.CARYLE	09/30/22	01	CDWG-RECEIPT PAPER		01-210-56-00-5610	157.58
			02	GALLS-TACTICAL BOOTS		01-210-56-00-5600	236.40
			03	O'HERRON-SERVICE UNIFORM		01-210-56-00-5600	446.28
			04	STREICHERS-POLO SHIRTS,PANTS		01-210-56-00-5600	241.95
			05	STREICHERS-BALLASTIC VESTS		01-210-56-00-5690	640.00
				INVOICE TOTAL:			1,722.21 *
	102522-M.CURTIS	09/30/22	01	AMAZON-BOOKS		82-000-24-00-2480	97.32
				INVOICE TOTAL:			97.32 *
	102522-M.DONOVAN	09/30/22	01	TARGET-SPRITZ		79-795-56-00-5607	5.44
			02	PET SUPPLIES-STRUT YOUR MUT		79-795-56-00-5602	123.64
			03	PRIZES		** COMMENT **	
			04	TARGET-BUNS		79-795-56-00-5607	12.87
			05	AMAZON-SOFTBALLS		79-795-56-00-5606	210.60
			07	TARGET-BUNS		79-795-56-00-5607	12.87
			08	GOLD MEDAL-BRIDGE CONCESSION		79-795-56-00-5607	598.28
			09	SUPPLIES		** COMMENT **	
			10	GOLD MEDAL-BEECHER CONCESSION		79-795-56-00-5607	543.28
			11	SUPPLIES		** COMMENT **	
			12	GOLD MEDAL-BRIDGE CONCESSION		79-795-56-00-5607	521.14
			13	SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			2,028.12 *
	102522-M.GREGORY	09/30/22	01	MENARDS#092222-CUTTING TOOL		01-410-56-00-5620	11.34
				INVOICE TOTAL:			11.34 *
	102522-M.SENG	09/30/22	01	HOME DEPO-I BOLT		01-410-56-00-5620	1.44
			02	HOME DEPO#1646-GROUND RODS,		23-230-56-00-5642	255.36
			03	CLAMPS		** COMMENT **	
			04	HOME DEPO#4201-FORGED STAKE		01-410-56-00-5630	34.98
			05	RONDO-TRUCK FLATBED BODY		25-215-60-00-6060	4,648.85
			06	MENARDS#092322-BOARDS		01-410-56-00-5628	363.00
				INVOICE TOTAL:			5,303.63 *
	102522-P.MCMAHON	09/30/22	01	NEST AWARE MONTHLY FEE		01-210-54-00-5460	6.00
				INVOICE TOTAL:			6.00 *
	102522-P.RATOS	09/30/22	01	AMAZON-COMPUTER SPEAKERS		01-220-56-00-5620	18.93
			02	GJOVIK#421028-REPLACE 1 TIRE,		01-220-54-00-5490	290.99
			03	OIL CHANGE		** COMMENT **	
			04	IPS-DESKTOP COMMANDER TABLET		01-220-56-00-5620	8,350.00

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900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-P.RATOS	09/30/22	05	AMZON-FLASHLIGHT		01-220-56-00-5620	19.99
						INVOICE TOTAL:	8,679.91 *
	102522-R.CONARD	09/30/22	01	SIUE-CLASS B WATER SEMINAR		51-510-54-00-5412	300.00
			02	REGISTRATION		** COMMENT **	
						INVOICE TOTAL:	300.00 *
	102522-R.FREDRICKSON	09/30/22	01	COMCAST-8/12-9/11 CABLE AT		01-110-54-00-5440	21.06
			02	800 GAME FARM RD		** COMMENT **	
			03	COMCAST-9/13-10/12 INTERNET		51-510-54-00-5440	111.85
			04	AT 610 TOWER OFC PLANT		** COMMENT **	
			05	COMCAST-8/15-9/14 INTERNET		79-795-54-00-5440	193.61
			06	AND CABLE AT 104 E VAN EMMON		** COMMENT **	
			07	IGFOA-RECORDS RETENTION		01-120-54-00-5412	35.00
			08	WORKSHOP REGISTRATION		** COMMENT **	
			09	IGFOA-PAYROLL SEMINAR		01-120-54-00-5412	95.00
			10	REGISTRATION		** COMMENT **	
			11	NEWTEK-9/11-10/11 WEB HOSTING		01-640-54-00-5450	17.21
			12	COMCAST-8/24-9/23 INTERNET AT		79-790-54-00-5440	86.77
			13	201 W HYDRAULIC		** COMMENT **	
			14	COMCAST-8/24-9/23 INTERNET AT		79-795-54-00-5440	65.08
			15	201 HYDRAULIC		** COMMENT **	
			16	COMCAST-8/24-9/23 INTERNET AT		01-110-54-00-5440	64.45
			17	800 GAME FARM RD		** COMMENT **	
			18	COMCAST-8/24-9/23 INTERNET AT		01-220-54-00-5440	75.19
			19	800 GAME FARM RD		** COMMENT **	
			20	COMCAST-8/24-9/23 INTERNET AT		01-120-54-00-5440	42.97
			21	800 GAME FARM RD		** COMMENT **	
			22	COMCAST-8/24-9/23 INTERNET AT		01-210-54-00-5440	279.29
			23	800 GAME FARM RD		** COMMENT **	
			24	COMCAST-8/29-9/28 INTERNET,		79-790-54-00-5440	233.93
			25	CABLE & PHONE AT 185 WOLF ST		** COMMENT **	
			26	COMCAST-8/30-9/29 INTERNET AT		52-520-54-00-5440	47.37
			27	610 TOWER		** COMMENT **	
			28	COMCAST-8/30-9/29 INTERNET AT		51-510-54-00-5440	94.74
			29	610 TOWER		** COMMENT **	
			30	COMCAST-8/30-9/29 INTERNET AT		01-410-54-00-5440	94.74
			31	610 TOWER		** COMMENT **	
			32	COMCAST-9/1-9/30 INTERNET AT		52-520-54-00-5440	19.26
			33	610 TOWER OFC 2		** COMMENT **	
			34	COMCAST-9/1-9/30 INTERNET AT		51-510-54-00-5440	48.16
			35	610 TOWER OFC 2		** COMMENT **	
			36	COMCAST-9/1-9/30 INTERNET AT		01-410-54-00-5440	67.43
			37	610 TOWER OFC 2		** COMMENT **	
						INVOICE TOTAL:	1,693.11 *

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900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-R.HORNER	09/30/22	01	MENARDS#083122-SPRAY PAINT,		79-790-56-00-5620	71.82
			02	TAPE		** COMMENT **	
			03	HOME DEPO#6038-BATTERIES		79-790-56-00-5620	16.87
			04	PLAY ILLINOIS-FREEDOM SEAT,		79-790-56-00-5640	3,241.67
			05	SHIMS, SPACERS		** COMMENT **	
			06	PLAY ILLINOIS-SPEEDWAY		79-790-56-00-5640	1,629.75
			07	TROLLEY SEAT, SCREWS, NUTS,		** COMMENT **	
			08	WASHERS		** COMMENT **	
			10	MENARDS#091222-FENCE STRETCHER		79-790-56-00-5630	34.99
			11	PLAYGROUND GUARDIANN-ANNUAL		79-790-56-00-5620	2,000.00
			12	PARK PROTECTOR SOFTWARE		** COMMENT **	
			13	SUBSCRIPTION RENEWAL		** COMMENT **	
			14	MENARDS#091422-STEELSTIKS		79-790-56-00-5640	10.94
			15	MENARDS#091422-EPOX, CONCRETE		79-790-56-00-5640	63.73
			16	BLOCKS		** COMMENT **	
			17	AMAZON-POOL PLUGS		79-790-56-00-5640	19.98
			18	MENARDS#092222-TARP		79-790-56-00-5620	6.99
				INVOICE TOTAL:			7,096.74 *
	102522-R.MIKOLASEK	09/30/22	01	ILEAS-ANNUAL MEMBERSHIP DUES		01-210-54-00-5460	120.00
			02	POWER DMS-ILEAP POWERDMS		01-210-54-00-5462	520.74
			03	STANDARDS RENEWAL		** COMMENT **	
			04	AMAZON-VIDEO TRIPOD		01-210-56-00-5620	118.99
			05	AMAZON-COMPUTER SPEAKERS		01-210-56-00-5620	24.92
			06	ILACP-ACCREDITATION ANNUAL FEE		01-210-54-00-5462	800.00
			07	THE BLUE LINE-RECRUITMENT		01-210-54-00-5411	298.00
			08	HIRE LISTING		** COMMENT **	
			09	ORANGE PEEL-RECRUITMENT HIRE		01-210-54-00-5411	51.00
			10	LISTING		** COMMENT **	
			11	ILPA-NEW MEMBERSHIP FEE		01-210-54-00-5460	104.00
			12	AMAZON-CAMERA COMPONENT RETURN		01-210-56-00-5620	-114.88
			13	O'HERRON-AMMUNITION		01-210-56-00-5696	8,935.00
				INVOICE TOTAL:			10,857.77 *
	102522-R.WOOLSEY	09/30/22	01	WAREHOUSE-NOTE PADS		01-110-56-00-5610	39.72
			02	KENDALL PRINT-500 BUSINESS		01-110-56-00-5610	48.00
			03	CARDS-MAREK		** COMMENT **	
			04	BEACON-SUBSCRIPTION RENEWAL		01-110-54-00-5460	48.69
			05	THROUGH 8/30/22		** COMMENT **	
			06	ARAMARK#6100046745-MATS		01-410-54-00-5485	65.74
			07	GROUND EFFECTS#475405-000-DIRT		01-410-56-00-5640	448.56
			08	GROUND EFFECTS#475201-000-DIRT		52-520-56-00-5640	299.04
			09	GROUND EFFECTS#475164-000-DIRT		51-510-56-00-5640	383.58
			10	WATER PRODUCTS#0311378-CLAMPS		51-510-56-00-5640	1,471.08
			11	WATER PRODUCTS#0311510-CLAMP		51-510-56-00-5640	783.90

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900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-R.WOOLSEY	09/30/22	12	ARNESON#210140-AUG 2022 GAS		01-410-56-00-5695	362.70
			13	ARNESON#210140-AUG 2022 GAS		51-510-56-00-5695	362.70
			14	ARNESON#210140-AUG 2022 GAS		52-520-56-00-5695	362.70
			15	ARNESON#210141-AUG 2022 DIESEL		01-410-56-00-5695	215.19
			16	ARNESON#210141-AUG 2022 DIESEL		51-510-56-00-5695	215.19
			17	ARNESON#210141-AUG 2022 DIESEL		52-520-56-00-5695	215.19
			18	ARNESON#209497-AUG 2022 GAS		01-410-56-00-5695	344.81
			19	ARNESON#209497-AUG 2022 GAS		51-510-56-00-5695	344.80
			20	ARNESON#209497-AUG 2022 GAS		52-520-56-00-5695	344.80
			21	ARNESON#209498-AUG 2022 DIESEL		01-410-56-00-5695	377.35
			22	ARNESON#209498-AUG 2022 DIESEL		51-510-56-00-5695	377.36
			23	ARNESON#209498-AUG 2022 DIESEL		52-520-56-00-5695	377.36
			24	AMPERAGE#1320963-BALLAST KIT,		23-230-56-00-5642	361.59
			25	PHOTO CONTROLS, BULBS		** COMMENT **	
			26	AMPERAGE#1321307-TORK STARTER		23-230-56-00-5642	59.65
			27	AMPERAGE#1321698-LAMPS		23-230-56-00-5642	44.55
			28	AMPERAGE#1321766-STRESSCRETE		23-230-56-00-5642	9,270.80
			29	CINTAS#0F94065495-JUL-SEPT		51-510-54-00-5445	267.12
			30	2022 MONITORING AT 2344		** COMMENT **	
			31	TREMONT		** COMMENT **	
			32	CINTAS#0F94065496-JUL-SEPT		51-510-54-00-5445	267.12
			33	2022 MONITORING AT 3299 LEHMAN		** COMMENT **	
			34	BEACON-AUG 2022 SUBSCRIPTION		01-110-54-00-5460	48.69
			35	ARAMARK#6100052462-MATS		51-510-54-00-5485	65.74
			36	ARAMARK#6100049671-MATS		52-520-54-00-5485	65.74
			37	ARNESON#207994-AUG 2022 GAS		01-410-56-00-5695	260.62
			38	ARNESON#207994-AUG 2022 GAS		51-510-56-00-5695	260.62
			39	ARNESON#207994-AUG 2022 GAS		52-520-56-00-5695	260.61
			40	ARNESON#206350-AUG 2022 GAS		01-410-56-00-5695	330.86
			41	ARNESON#206350-AUG 2022 GAS		51-510-56-00-5695	330.86
			42	ARNESON#206350-AUG 2022 GAS		52-520-56-00-5695	330.86
			43	ARNESON#206349-AUG 2022 DIESEL		01-410-56-00-5695	370.73
			44	ARNESON#206349-AUG 2022 DIESEL		51-510-56-00-5695	370.73
			45	ARNESON#206349-AUG 2022 DIESEL		52-520-56-00-5695	370.73
			46	ARNESON#210524-AUG 2022 DIESEL		01-410-56-00-5695	303.65
			47	ARNESON#210524-AUG 2022 DIESEL		51-510-56-00-5695	303.66
			48	ARNESON#210524-AUG 2022 DIESEL		52-520-56-00-5695	303.66
			49	ARNESON#210523-AUG 2022 GAS		01-410-56-00-5695	387.58
			50	ARNESON#210523-AUG 2022 GAS		51-510-56-00-5695	387.58
			51	ARNESON#210523-AUG 2022 GAS		52-520-56-00-5695	387.58
			52	AURORA-WATER LAB TESTING-		51-510-54-00-5429	160.00
			53	JUL 2022		** COMMENT **	
			54	WELDSTAR-CYLINDER RENTAL		01-410-54-00-5485	46.50
			55	SMITHEREEN-SEPT 2022 PEST		24-216-54-00-5446	97.00
			56	CONTROL		** COMMENT **	

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900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-R.WOOLSEY	09/30/22	57	AMPERAGE#1325126-SPLICE KIT		23-230-56-00-5642	270.90
			58	AMPERAGE#1322681-SPLICE KIT		23-230-56-00-5642	80.70
			59	AMPERAGE#1324019-LAMPS		24-216-56-00-5656	11.82
			60	AMPERAGE#1324602-VINYL TAPE		23-230-56-00-5642	19.80
			61	AMPERAGE#1324603-INSULATING		23-230-56-00-5642	523.91
			62	BOOTS, FUSES, NUTS, LAMPS		** COMMENT **	
			63	AMPERAGE#1324604-FUSE HOLDER,		23-230-56-00-5642	650.82
			64	INSULATING BOOT, FUSE, SPLICE		** COMMENT **	
			65	KIT		** COMMENT **	
			66	MINER#338553-OCT 2022 MANAGED		01-410-54-00-5462	366.85
			67	SERVICES RADIO		** COMMENT **	
			68	MINER#338553-OCT 2022 MANAGED		51-510-54-00-5462	430.65
			69	SERVICES RADIO		** COMMENT **	
			70	MINER#338553-OCT 2022 MANAGED		52-520-54-00-5462	287.10
			71	SERVICES RADIO		** COMMENT **	
			72	MINER#338553-OCT 2022 MANAGED		79-790-54-00-5462	510.40
			73	SERVICES RADIO		** COMMENT **	
			74	TC&P-STREET SIGNS		23-230-56-00-5619	539.35
			75	TC&P-SIGNS		23-230-56-00-5619	685.20
			76	AQUAFIX-VITASTIM GREASE		52-520-56-00-5613	1,060.85
			77	WIRE WIZ#359038-OCT-DEC 2022		52-520-54-00-5444	69.00
			78	ALARM MONITORING AT BRUELL		** COMMENT **	
			79	LIFT		** COMMENT **	
			80	WIRE WIZ#359037-OCT-DEC 2022		52-520-54-00-5444	69.00
			81	ALARM MONITORING AT		** COMMENT **	
			82	COUNTRYSIDE LIFT		** COMMENT **	
			83	MENARDS#52548-TOILET SEAT		24-216-56-00-5656	25.99
			84	MENARDS#52550-CUTTING TOOL		01-410-56-00-5620	15.12
			85	MENARDS#52125-PICKUP TOOL,		24-216-56-00-5656	41.91
			86	PAINT		** COMMENT **	
			87	MENARDS#51957-BULBS		24-216-56-00-5656	13.98
			88	UNIFIRST#H850065-FIRST AID		52-520-56-00-5620	101.02
			89	SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			28,977.66 *
	102522-S.AUGUSTINE	09/30/22	01	QUILL-GARBAGE BAGS,		82-820-56-00-5621	165.28
			02	HIGHLIGHTERS, PENS, STAPLES		** COMMENT **	
			03	TRIBUNE-SUBSCRIPTION RENEWAL		82-820-54-00-5460	182.25
			04	THROUGH 10/16/22		** COMMENT **	
			05	AMAZON-LAMINATING POUCHES		82-820-56-00-5610	49.98
			06	AMAZON-PAPER		82-820-56-00-5610	23.58
			07	REMOTE PC-CONSUMER		82-820-54-00-5462	1.95
			08	SUBSCRIPTION FOR 1 PC		** COMMENT **	
			09	REMOTE PC-RDP CHARGE FOR 2		82-820-54-00-5462	20.00
			10	HOSTS FOR PERIOD OF		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-S.AUGUSTINE	09/30/22	11	4/19/22-4/19/23		** COMMENT **	
			12	AMPERAGE-BULBS		82-820-56-00-5621	94.20
			13	BRICKS R US-2 CONCRETE BRICKS		82-000-24-00-2480	65.37
						INVOICE TOTAL:	602.61 *
	102522-S.IWANSKI	09/30/22	01	YORKVILLE POST-POSTAGE		82-820-54-00-5452	17.86
						INVOICE TOTAL:	17.86 *
	102522-S.RAASCH	09/30/22	01	AMAZON-TEMPERATURE HUMIDITY		24-216-54-00-5446	280.00
			02	METER		** COMMENT **	
			03	AMAZON-HANDHELD ANEMOMETER		24-216-54-00-5446	25.99
			04	AMAZON-HUMIDITY METER CASE		24-216-54-00-5446	25.64
			05	AMAZON-WALKIE TALKIES		24-216-54-00-5446	30.59
			06	AMAZON-EXTINGUISHER CABINET		24-216-54-00-5446	102.99
			07	FSG MDC MIDWEST-BULBS		24-216-54-00-5446	4,702.88
			08	AMAZON-LABEL DOT STICKERS		24-216-54-00-5446	38.02
						INVOICE TOTAL:	5,206.11 *
	102522-S.REDMON-1	09/30/22	01	AMAZON-STICKERS		79-795-56-00-5602	71.96
			02	RUUNCO-ENVELOPES		79-795-56-00-5610	49.84
			03	RUNCO-TOILET PAPER		79-795-56-00-5640	27.71
			04	AMAZON-PRIZES FOR HTD MUSIC &		79-795-56-00-5602	157.70
			05	MINGLE		** COMMENT **	
			06	FLIGHT-GIFTCARD FOR HTD TRIVIA		79-795-56-00-5602	30.00
			07	GRACE-GIFTCARD FOR HTD TRIVIA		79-795-56-00-5602	20.00
			08	ROSATI-GIFTCARD FOR HTD TRIVIA		79-795-56-00-5602	50.00
			09	WALMART-DRINKS, TOWELS, TAPE		79-795-56-00-5602	118.39
			10	BOUNCE CITY-INFLATABLE RENTAL		79-795-56-00-5602	705.75
			11	JEWEL-YORKTOBER FEST PRIZES		79-795-56-00-5606	88.45
			12	AT&T-08/24-09/23 TOWN SQUARE		79-795-54-00-5440	89.00
			13	SIGN INTERNET		** COMMENT **	
			14	HAMPTON INN-HTD BAND LODGING		79-795-56-00-5602	1,108.53
			16	AMERICINN-HTD AIR DOG LODGING		79-795-56-00-5602	2,323.12
			17	PLUG-N-PAY-AUG 2022 FEES		79-795-54-00-5462	40.50
			18	NET-HALLOWEEN EGG HUNT EGGS		79-795-56-00-5606	910.00
			19	ARNESON#209500-AUG 2022 DIESEL		79-790-56-00-5695	193.71
			20	ARNESON#209499-AUG 2022 GAS		79-790-56-00-5695	908.92
			21	ARNESON#206347-AUG 2022 GAS		79-790-56-00-5695	973.57
			22	ARNESON#206348-AUG 2022 DIESEL		79-790-56-00-5695	551.19
			23	ARNESON#210142-AUG 2022 GAS		79-790-56-00-5695	1,127.74
			24	ARNESON#210526-AUG 2022 DIESEL		79-790-56-00-5695	174.31
			25	ARNESON#210525-AUG 2022 GAS		79-790-56-00-5695	748.00
			26	MENARDS#0912-UTILITY MAT		79-795-54-00-5495	15.99
			27	MENARDS#0912-MICROWAVE		79-795-54-00-5495	69.00
			28	FLATSOS#24391-INNERTUBES		79-790-54-00-5495	69.28

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900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-S.REDMON-1	09/30/22	29	AMAZON-POSTAGE MACHINE INK		79-795-56-00-5610	85.25
			30	PARTY CITY-SCARECROW WALK		79-795-56-00-5606	156.97
			31	COSTUMES		** COMMENT **	
			32	MENARDS#0914-SWIFTER		79-795-54-00-5495	8.94
			33	MENARDS#0914-CLEANING SUPPLIES		79-795-54-00-5495	42.15
			34	MENARDS#0914-FIRE EXTINGUISHER		79-795-54-00-5495	119.91
			35	MENARDS#43731-TERMINAL KITS		79-790-56-00-5640	47.32
			36	MENARDS#46955-ROPE		79-790-56-00-5630	49.98
			37	MENARDS#46623-SHARPIE, LINE		79-790-56-00-5630	35.93
			38	REEL		** COMMENT **	
			39	MENARDS#44903-WOOD		79-790-56-00-5640	63.69
			40	MENARDS#44888-PAINT, BRUSHES,		79-790-56-00-5640	54.90
			41	TRAY, EPOX		** COMMENT **	
			42	MENARDS#45579-BOLTS, ANCHORS		79-790-56-00-5640	42.37
			43	MENARDS#48758-MIXER, CABLE TIES		79-790-56-00-5620	99.96
			44	MENARDS#48685-MOTOR MIX,		79-790-56-00-5640	70.68
			45	BONDING ADHESIVE		** COMMENT **	
			46	MENARDS#50305-HALF ROUNDS,		25-225-60-00-6060	167.75
			47	TOGGLES, STUD FINDER		** COMMENT **	
			48	MENARDS#48490-FIBER GLASS,		79-790-56-00-5630	55.10
			49	CHALK		** COMMENT **	
			50	MENARDS#48492-PAINT STICK		79-790-56-00-5640	4.29
			51	MENARDS#50321-EXTENSION CORDS		79-790-56-00-5640	10.83
			52	MENARDS#50319-RETURNED ROUNDS		79-790-56-00-5640	-28.96
			53	MENARDS#50307-TOGGLES		25-225-60-00-6060	19.98
			54	MENARDS#50419-BACKWIRE,		79-790-56-00-5640	24.10
			55	WALLPLATES, SWITCH BOX, OUTLET		** COMMENT **	
			56	PLATE		** COMMENT **	
			57	MENARDS#50389-CABINETS,		25-225-60-00-6060	1,698.19
			58	SCREWS, WASHERS, WALL FILLER,		** COMMENT **	
			59	TOE KICK		** COMMENT **	
			60	MENARDS#49985-COUPPLERS,		79-790-56-00-5640	47.71
			61	CONNECTORS, COVER, POLE		** COMMENT **	
			62	BREAKER, SPEEDBOR BIT		** COMMENT **	
			63	MENARDS#46152-LINE REEL		79-790-56-00-5630	9.99
			64	MENARDS#51571-PAINTERS TAPE,		25-225-60-00-6060	90.91
			65	ROLLER, ROLLER COVERS		** COMMENT **	
			66	MENARDS#51586-ANCHORS, EPOX		79-790-56-00-5620	46.32
			67	MENARDS#51477-SQUEEGE, PAIL		79-790-56-00-5630	14.96
			68	MENARDS#51165-SANDPAPER,		79-790-56-00-5640	53.22
			69	THREADLOCKER, RESIN, MEASURE		** COMMENT **	
			70	CUP		** COMMENT **	
			71	MENARDS#43661-LED, SIGNS		79-790-56-00-5640	30.47
			72	MENARDS#43634-STRIPING PAINT,		79-790-56-00-5640	42.94
			73	FUNNELS, COVER REPLACEMENTS		** COMMENT **	

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900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-S.REDMON-1	09/30/22	74	MENARDS#43645-CONCRETE MIX		79-790-56-00-5640	248.96
			75	MENARDS#43242-PAPER TOWEL,		79-790-56-00-5620	160.09
			76	TOWELS, CLEANERS, AIR		** COMMENT **	
			77	FRESHNERS, SPONGES, CAR		** COMMENT **	
			78	DETAILING MATERIALS		** COMMENT **	
			79	MENARDS#41757-NUTS, HEX CAPS		79-790-56-00-5640	5.01
			80	MENARDS#47937-CONTRACTOR BAGS		79-790-56-00-5620	577.45
			81	MENARDS#47511-EXPANSION JOINT,		79-790-56-00-5640	73.24
			82	TAPCON HEX		** COMMENT **	
			83	MENARDS#46805-HOSE		79-790-56-00-5620	13.88
			84	MENARDS#48783-CONCRETE MIX,		25-225-60-00-6060	264.82
			85	GRINDER		** COMMENT **	
			86	MENARDS#51088-PAIL		79-790-56-00-5640	9.96
			87	MENARDS#50924-CEMENT, GLOVES		79-790-56-00-5640	91.27
			88	PAIL		** COMMENT **	
			89	MENARDS#51006-PAIL,CUPS,COVER		79-790-56-00-5640	26.90
			90	MENARDS#51030-SCRAPER		79-790-56-00-5630	21.99
			91	MENARDS#51034-PROPANE, SOLDER		79-790-56-00-5640	73.12
			92	KIT, ADAPTERS, PIPE, BRUSH		** COMMENT **	
			93	MENARDS#50839-CEMENT		79-790-56-00-5640	12.47
			94	MENARDS#48043-WEED KILLER,		79-790-56-00-5640	290.71
			95	KEYLESS DOOR DEADBOLT		** COMMENT **	
			96	RUNCO-TOILET PAPER		79-795-56-00-5640	55.42
			97	AMAZON-SOFTBALLS, DRESS BAGS		79-795-56-00-5606	133.54
				INVOICE TOTAL:			15,847.34 *
	102522-S.REDMON-2	09/30/22	01	FUN EXPRESS-PRIZES FOR HTD		79-795-56-00-5602	19.95
			02	MUSIC & MINGLE		** COMMENT **	
			03	AMAZON-HAY STACK PRIZES		79-795-56-00-5606	6.99
			04	AMAZON-HDMI CABLES		79-795-56-00-5606	15.18
			05	AMAZON-STICKERS & PRIZES FOR		79-795-56-00-5606	73.84
			06	HAY STACK		** COMMENT **	
			07	RURAL KING-STRAW		79-795-56-00-5606	15.98
			08	QUADIENT-OCT-JAN 2023 POSTAGE		79-795-54-00-5485	69.41
			09	MACHINE LEASE		** COMMENT **	
			10	SAMS-GATORADE		79-795-56-00-5607	70.72
			11	MENARDS#092622-WOOD, SCREWS		79-795-56-00-5606	53.39
				INVOICE TOTAL:			325.46 *
	102522-S.REMUS	09/30/22	01	FACEBOOK-HOMETOWN DAYS BOOSTS		79-795-56-00-5602	59.33
			02	FAIRYTALE ENTERTAINMENT-		79-795-56-00-5602	2,085.00
			03	HOMETOWN DAYS CHARACTERS		** COMMENT **	
				INVOICE TOTAL:			2,144.33 *
	102522-S.SLEEZER	09/30/22	01	RURAL KING-PICK-UP TOOLS,		79-790-56-00-5640	349.95

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900125	FNBO	FIRST NATIONAL BANK OMAHA			10/25/22		
	102522-S.SLEEZER	09/30/22	02	ROUNDUP		** COMMENT **	
			03	SAMS CLUB-BUNS, MEAT		79-795-56-00-5602	436.75
			04	COLESLAW, SALADS		** COMMENT **	
			05	GROUND EFFECTS-GRASS SEED,		79-790-56-00-5640	942.44
			06	STRAW, SOD STAPLES		** COMMENT **	
			07	TRUE VALUE RENTAL-TABLES,		79-795-56-00-5602	850.50
			08	CHAIRS		** COMMENT **	
			09	MASTER HALCO-		25-225-60-00-6060	185.50
			10	LINEX-TRUCK BED LINER		79-790-54-00-5495	750.00
			11	JIMS TRUCK-TRUCK INSPECTION		79-790-54-00-5495	72.00
			12	JIMS TRUCK-TRUCK INSPECTION		79-790-54-00-5495	42.45
			13	INTERLAKEMEC-BEAM SPACING		79-790-56-00-5640	391.65
			14	GALVANIZED BRACING		** COMMENT **	
				INVOICE TOTAL:			4,021.24 *
	102522-T.HOULE	09/30/22	01	AUTO ZONE-BATTERY		79-790-56-00-5640	179.99
			02	FLATSOS-TUBE		79-790-54-00-5495	20.00
			03	AMAZON-RECEIVER HITCH		79-790-56-00-5620	414.43
			04	RJK-PVC UNIONS, BUSHING, TEES		79-790-56-00-5620	65.03
			05	HOME DEPO-PRUNERS, CLAMPS		79-790-56-00-5630	195.00
				INVOICE TOTAL:			874.45 *
	102522-T.MILSCHEWSKI	09/30/22	01	MENARDS#0908-BATTERIES,		24-216-56-00-5656	43.24
			02	THERMOSTAT		** COMMENT **	
			03	MENARDS#0922-BULBS, PRUNER		24-216-56-00-5656	72.71
			04	MENARDS#0923-CLEANING SUPPLIES		24-216-56-00-5656	72.61
			05	PLUNGERS		** COMMENT **	
				INVOICE TOTAL:			188.56 *
				CHECK TOTAL:			126,898.69
				TOTAL AMOUNT PAID:			126,898.69

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131206	KCR	KENDALL COUNTY RECORDER'S			10/26/22		
	137113	10/26/22	01	WINDETT RIDGE FINAL PLAT		90-048-48-00-0011	101.00
			02	RELEASE OF UTILITY LIEN		51-510-54-00-5448	67.00
			03	FILING NEW UTILITY LIEN		51-510-54-00-5448	67.00
				INVOICE TOTAL:			235.00 *
				CHECK TOTAL:			235.00
				TOTAL AMOUNT PAID:			235.00



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

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 10/26/22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
537555	SECSTATE	SECRETARY OF STATE					
	102522-PLATES		10/25/22	01	TITLE AND MUNICIPAL PLATES FOR	25-225-60-00-6070	163.00
				02	NEW PARKS VEHICLE	** COMMENT **	
					INVOICE TOTAL:		163.00 *
					CHECK TOTAL:		163.00
					TOTAL AMOUNT PAID:		163.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

DATE: 11/02/22
TIME: 08:13:29
ID: AP211001.W0W

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 11/08/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
537556	AACVB	AURORA AREA CONVENTION					
	09/22-HAMPTON	10/20/22	01	SEPT 2022 HAMPTON HOTEL TAX	01-640-54-00-5481		6,488.16
					INVOICE TOTAL:		6,488.16 *
	09/22-SUNSET	10/21/22	01	SEPT 2022 SUNSET HOTEL TAX	01-640-54-00-5481		8.10
					INVOICE TOTAL:		8.10 *
	09/22-SUPER	10/25/22	01	SEPT 2022 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,768.03
					INVOICE TOTAL:		1,768.03 *
				CHECK TOTAL:			8,264.29
537557	AIRGAS	AIRGAS USA, LLC					
	9992030899	10/01/22	01	CYLINDER LEASE RENEWAL	51-510-54-00-5485		109.70
					INVOICE TOTAL:		109.70 *
				CHECK TOTAL:			109.70
537558	ALTORFER	ALTORFER INDUSTRIES, INC					
	PO630013569	10/12/22	01	BLOCK HEATER REPAIR	51-510-54-00-5445		3,911.03
					INVOICE TOTAL:		3,911.03 *
				CHECK TOTAL:			3,911.03
537559	AUTOGLSS	AUTO GLASS SERVICE					
	29589	09/06/22	01	WINDSHIELD REPLACED	01-410-54-00-5490		363.00
					INVOICE TOTAL:		363.00 *
				CHECK TOTAL:			363.00
537560	BATTERY'S	BATTERY SERVICE CORPORATION					
	0091813	10/04/22	01	BATTERY	52-520-56-00-5628		172.83
					INVOICE TOTAL:		172.83 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537560	BATTERY S	BATTERY SERVICE CORPORATION					
	0092002	10/14/22	01	BATTERY	01-410-56-00-5628		649.95
					INVOICE TOTAL:		649.95 *
					CHECK TOTAL:		822.78
537561	BEEBED	DAVID BEEBE					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		260.00
					INVOICE TOTAL:		260.00 *
					CHECK TOTAL:		260.00
537562	BFCNST R	B&F CONSTRUCTION CODE SERVICES					
	16604	10/03/22	01	JULY 2022 INSPECTIONS	01-220-54-00-5459		6,560.00
					INVOICE TOTAL:		6,560.00 *
					CHECK TOTAL:		6,560.00
537563	BLAKEW	WILLIAM BLAKE					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		130.00
					INVOICE TOTAL:		130.00 *
					CHECK TOTAL:		130.00
537564	BNSF	BNSF RAILWAY COMPANY					
	90243297	10/19/22	01	WORK DONE TO EXTEND CROSSING	23-230-60-00-6012		128.62
			02	AT MILL RD 8' IN BOTH	** COMMENT **		
			03	DIRECTIONS ON BOTH TRACKS	** COMMENT **		
					INVOICE TOTAL:		128.62 *
					CHECK TOTAL:		128.62

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537565	BRONZEME	BRONZE MEMORIAL CO.					
	707792	10/14/22	01	DEDICATION PLAQUE-WRIGHT	24-216-56-00-5656		2,047.98
					INVOICE TOTAL:		2,047.98 *
					CHECK TOTAL:		2,047.98
D002702	BROWND	DAVID BROWN					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537566	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43186	10/19/22	01	PAPER TOWEL, TOILET PAPER	52-520-56-00-5620		139.10
					INVOICE TOTAL:		139.10 *
					CHECK TOTAL:		139.10
537567	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	31429	10/10/22	01	GRAVEL	51-510-56-00-5640		194.86
					INVOICE TOTAL:		194.86 *
					CHECK TOTAL:		194.86
D002703	CONARDR	RYAN CONARD					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537568	CORDOGAN	CORDOGAN CLARK & ASSOCIATES					
	25740	08/15/22	01	PROFESSIONAL SERVICES ON	24-216-60-00-6030		10,979.16
			02	YORKVILLE CITY HALL & POLICE	** COMMENT **		
			03	FACILITY THROUGH 07/31/22	** COMMENT **		
				INVOICE TOTAL:			10,979.16 *
	25828	09/15/22	01	PROFESSIONAL SERVICES ON	24-216-60-00-6030		10,652.62
			02	YORKVILLE CITY HALL & POLICE	** COMMENT **		
			03	FACILITY THROUGH 08/31/22	** COMMENT **		
				INVOICE TOTAL:			10,652.62 *
	25884	10/15/22	01	PROFESSIONAL SERVICES ON	24-216-60-00-6030		6,033.26
			02	YORKVILLE CITY HALL & POLICE	** COMMENT **		
			03	FACILITY THROUGH 09/30/22	** COMMENT **		
				INVOICE TOTAL:			6,033.26 *
				CHECK TOTAL:			27,665.04
537569	COREMAIN	CORE & MAIN LP					
	R654479	09/28/22	01	100CF METERS	51-510-56-00-5664		6,780.00
				INVOICE TOTAL:			6,780.00 *
	R719967	10/12/22	01	BACKFLOW METERS	51-510-56-00-5664		4,469.84
				INVOICE TOTAL:			4,469.84 *
	R735474	10/11/22	01	RUBBER METER WASHERS	51-510-56-00-5664		152.83
				INVOICE TOTAL:			152.83 *
				CHECK TOTAL:			11,402.67
537570	COXLAND	COX LANDSCAPING LLC					
	191972	10/25/22	01	OCT 2022 LANDSCAPE SERVICE IN	11-111-54-00-5495		396.75
			02	FOX HILL	** COMMENT **		
				INVOICE TOTAL:			396.75 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537570	COXLAND	COX LANDSCAPING LLC					
	191973	10/25/22	01	OCT 2022 LANDSCAPE SERVICE IN	12-112-54-00-5495		375.00
			02	SUNFLOWER ESTATES	** COMMENT **		
					INVOICE TOTAL:		375.00 *
					CHECK TOTAL:		771.75
537571	DELAGE	DLL FINANCIAL SERVICES INC					
	77921983	10/17/22	01	MANAGED PRINT SERVICES-DEC	01-110-54-00-5485		112.33
			02	2022	** COMMENT **		
			03	MANAGED PRINT SERVICES-DEC	01-120-54-00-5485		37.44
			04	2022	** COMMENT **		
			05	MANAGED PRINT SERVICES-DEC	01-210-54-00-5485		112.33
			06	2022	** COMMENT **		
			07	MANAGED PRINT SERVICES-DEC	51-510-54-00-5485		50.18
			08	2022	** COMMENT **		
			09	MANAGED PRINT SERVICES-DEC	52-520-54-00-5485		12.36
			10	2022	** COMMENT **		
			11	MANAGED PRINT SERVICES-DEC	01-410-54-00-5485		12.36
			12	2022	** COMMENT **		
					INVOICE TOTAL:		337.00 *
	78007008	10/24/22	01	SEPT 2022 COPIER LEASE	01-110-54-00-5485		113.46
			02	SEPT 2022 COPIER LEASE	01-120-54-00-5485		75.64
			03	SEPT 2022 COPIER LEASE	01-220-54-00-5485		189.10
			04	SEPT 2022 COPIER LEASE	01-210-54-00-5485		299.10
			05	SEPT 2022 COPIER LEASE	01-410-54-00-5485		44.67
			06	SEPT 2022 COPIER LEASE	51-510-54-00-5485		44.67
			07	SEPT 2022 COPIER LEASE	52-520-54-00-5485		44.67
			08	SEPT 2022 COPIER LEASE	79-790-54-00-5485		94.55
			09	SEPT 2022 COPIER LEASE	79-795-54-00-5485		94.54
					INVOICE TOTAL:		1,000.40 *
					CHECK TOTAL:		1,337.40

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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D002704	DHUSEE	DHUSE, ERIC					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-410-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	OCT 2022 MOBILE EMAIL	51-510-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	OCT 2022 MOBILE EMAIL	52-520-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537572	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704711-222840050169	10/11/22	01	09/07-10/06 KENNEDY & MILL	23-230-54-00-5482		14.93
					INVOICE TOTAL:		14.93 *
	1704713-222930050239	10/20/22	01	09/19-10/18 FOX & PAVILLION	23-230-54-00-5482		13.18
					INVOICE TOTAL:		13.18 *
	1704715-222940050248	10/21/22	01	09/20-10/19 998 WHITE PLAINS	23-230-54-00-5482		5.71
					INVOICE TOTAL:		5.71 *
	1704717-222940050248	10/21/22	01	09/12-10/12 RT47 & ROSENWINKLE	23-230-54-00-5482		9.53
					INVOICE TOTAL:		9.53 *
	1704718-222830050163	10/10/22	01	09/02-10/04 RT34 & cannonball	23-230-54-00-5482		10.33
					INVOICE TOTAL:		10.33 *
					CHECK TOTAL:		53.68
D002705	DLK	DLK, LLC					
	250	10/28/22	01	OCT 2022 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,620.00
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,620.00 *
					DIRECT DEPOSIT TOTAL:		9,620.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537573	DONOVANM	MICHAEL DONOVAN					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
537574	DOORS	DOORS BY RUSS, INC.					
	222598	07/13/22	01	CLEANED RPM SENSOR AND	24-216-54-00-5446		150.00
			02	REPLACED WALL BUTTON AT 610	** COMMENT **		
			03	TOWER	** COMMENT **		
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
537575	DUTEK	THOMAS & JULIE FLETCHER					
	1018444	10/06/22	01	NIPPLES	01-410-56-00-5628		37.50
					INVOICE TOTAL:		37.50 *
					CHECK TOTAL:		37.50
D002706	EVANST	TIM EVANS					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	OCT 2022 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537576	EVINST	W. THOMAS EVINS					
	101522	10/15/22	01	REFEREE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		105.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537577	FLEET	FLEET SAFETY SUPPLY					
	79899	10/20/22	01	EDGE LENS, END CAPS, SCREWS,	01-410-56-00-5628		366.55
			02	GASKETS & DIVIDERS	** COMMENT **		
					INVOICE TOTAL:		366.55 *
					CHECK TOTAL:		366.55
537578	FONSECAR	RAIUMUNDO FONSECA					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00
D002707	FREDRICR	ROB FREDRICKSON					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002708	GALAUNEJ	JAKE GALAUNER					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537579	GAMBROK	KATE GAMBRO					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
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537580	GFOA	GOVERNMENT FINANCE OFFICERS					
	12793	10/26/22	01	FY2022 COA/D3 REVIEW FEE	01-120-54-00-5462		530.00
					INVOICE TOTAL:		530.00 *
					CHECK TOTAL:		530.00
537581	GOFORIT	GO FOR IT SPORTS					
	2022 SPEC OLYM SB	10/26/22	01	SPECIAL OLYMPICS SOFTBALL	01-000-24-00-2421		1,459.00
			02	DONATIONS	** COMMENT **		
					INVOICE TOTAL:		1,459.00 *
					CHECK TOTAL:		1,459.00
537582	GRIFFINC	COLIN GRIFFIN					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
537583	HARRIS	HARRIS COMPUTER SYSTEMS					
	FORMXT000645	10/12/22	01	2023 TAX FORMS & ENVELOPES	01-120-56-00-5610		439.93
					INVOICE TOTAL:		439.93 *
					CHECK TOTAL:		439.93
537584	HARRIS	HARRIS COMPUTER SYSTEMS					
	MSIMN0000439	10/25/22	01	ANNUAL MSI MAINTENANCE	01-120-54-00-5462		21,929.77
			02	RENEWAL	** COMMENT **		
					INVOICE TOTAL:		21,929.77 *
					CHECK TOTAL:		21,929.77

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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D002709	HENNED	DURK HENNE					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002710	HERNANDA	ADAM HERNANDEZ					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537585	HERNANDN	NOAH HERNANDEZ					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
537586	HOLIDAY	HOLIDAY SEWER & WATER					
	84994	10/26/22	01	ENGINEERS PAYMENT ESTIMATE 3	51-510-60-00-6025		428,589.69
			02	EAST MAIN STREET IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		428,589.69 *
					CHECK TOTAL:		428,589.69
D002711	HORNERR	RYAN HORNER					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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D002712	HOULEA	ANTHONY HOULE					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537587	HUITROND	DIEGO HUITRAN					
	101222	10/12/22	01	REFEREE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
537588	ILLCO	ILLCO, INC.					
	1406293	10/06/22	01	BELTS	24-216-56-00-5656		106.88
					INVOICE TOTAL:		106.88 *
					CHECK TOTAL:		106.88
537589	IPRF	ILLINOIS PUBLIC RISK FUND					
	76224	10/12/22	01	DEC 2022 WORKER COMP INS	01-640-52-00-5231		11,481.69
			02	DEC 2022 WORKER COMP INS-PR	01-640-52-00-5231		2,335.65
			03	DEC 2022 WORKER COMP INS	51-510-52-00-5231		1,088.80
			04	DEC 2022 WORKER COMP INS	52-520-52-00-5231		491.82
			05	DEC 2022 WORKER COMP INS	82-820-52-00-5231		928.04
					INVOICE TOTAL:		16,326.00 *
					CHECK TOTAL:		16,326.00
D002713	JACKSONJ	JAMIE JACKSON					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	52-520-54-00-5440		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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D002713	JACKSONJ	JAMIE JACKSON					
	110122	11/01/22	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002714	JOHNGEOR	GEORGE JOHNSON					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	OCT 2022 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537590	JOHNSONG	GREGORY JOHNSON					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00
537591	KANTORG	GARY KANTOR					
	SEPT MAGIC	09/28/22	01	SEPT 2022 MAGIC CLASS	79-795-54-00-5462		15.00
					INVOICE TOTAL:		15.00 *
					CHECK TOTAL:		15.00
537592	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	KANE-SEPT 2022	10/17/22	01	KANE COUNTY FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537592	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	KENDALL-SEPT 2022	10/18/22	01	KENDALL COUNTY FTA BOND FEE	01-000-24-00-2412		140.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		140.00 *
					CHECK TOTAL:		210.00
537593	KENDCROS	KENDALL CROSSING, LLC					
	AMU REBATE 09-22	10/24/22	01	NCG SEPT 2022 AMUSEMENT TAX	01-640-54-00-5439		860.37
			02	REBATE	** COMMENT **		
					INVOICE TOTAL:		860.37 *
					CHECK TOTAL:		860.37
537594	KENDTREA	KENDALL COUNTY					
	22-13	10/17/22	01	KAT 2ND BI-ANNUAL CONTRIBUTION	01-640-54-00-5473		11,775.00
			02	FY22	** COMMENT **		
					INVOICE TOTAL:		11,775.00 *
					CHECK TOTAL:		11,775.00
D002715	KLEEFISG	GLENN KLEEFISCH					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537595	KLEMM	AARON KLEMM					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		125.00
					INVOICE TOTAL:		125.00 *
					CHECK TOTAL:		125.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537596	KLUBER	KLUBER, INC					
	8165	07/31/22	01	CITY OF YORKVILLE PUBLIC	24-216-60-00-6042		4,300.00
			02	WORKS AND PARK MAINTENANCE	** COMMENT **		
			03	STUDY	** COMMENT **		
				INVOICE TOTAL:			4,300.00 *
	8204	09/30/22	01	WORK DONE ON PUBLIC WORKS AND	24-216-56-00-5656		6,160.00
			02	PARK MAINTENANCE STUDY	** COMMENT **		
				INVOICE TOTAL:			6,160.00 *
				CHECK TOTAL:			10,460.00
537597	KOZIALB	BENJAMIN KOZIAL					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		190.00
				INVOICE TOTAL:			190.00 *
				CHECK TOTAL:			190.00
537598	LANEMUCH	LANER, MUCHIN, LTD					
	631336	10/01/22	01	LEGAL SERVICES PERFORMED	01-640-54-00-5463		1,575.00
			02	THROUGH 09/20/22	** COMMENT **		
				INVOICE TOTAL:			1,575.00 *
				CHECK TOTAL:			1,575.00
537599	LOHERL	LIAM LOHER					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		350.00
				INVOICE TOTAL:			350.00 *
				CHECK TOTAL:			350.00
537600	MACKEYM	MICHAEL J. MACKEY					

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537600	MACKEYM	MICHAEL J. MACKEY					
	2-10/14/22	10/14/22	01	FALL ADULT SOFTBALL ASSIGNING	79-795-54-00-5462		303.00
			02	FEE	** COMMENT **		
					INVOICE TOTAL:		303.00 *
					CHECK TOTAL:		303.00
537601	MARKER	MARKER INC					
	840 ALEXANDRA	10/19/22	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
					INVOICE TOTAL:		7,500.00 *
					CHECK TOTAL:		7,500.00
537602	MCCUE	MC CUE BUILDERS, INC.					
	1242 TAUS CIRCLE	10/17/22	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
					INVOICE TOTAL:		7,500.00 *
	701 OMAHA	10/17/22	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		8,100.00
537603	MCCULLOU	MCCULLOUGH IMPLEMENT CO					
	P00816	10/14/22	01	PULLEY HOLDER, SPINDLE	01-410-56-00-5628		369.00
			02	SHAFTS, CLIPS, BEARINGS,	** COMMENT **		
			03	BOLTS, BEARING COVER	** COMMENT **		
					INVOICE TOTAL:		369.00 *
					CHECK TOTAL:		369.00
537604	MCGREGOM	MATTHEW MCGREGORY					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-410-54-00-5440		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537604	MCGREGOM	MATTHEW MCGREGORY					
	110122	11/01/22	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
537605	MEADE	MEADE ELECTRIC COMPANY, INC.					
	702246	10/11/22	01	RT47 & WATER PARKWAY TRAFFIC	01-410-54-00-5435		3,445.51
			02	SIGNAL REPAIR	** COMMENT **		
					INVOICE TOTAL:		3,445.51 *
	702251	10/12/22	01	REPLACED TELEMETRY MODULE AT	01-410-54-00-5435		339.66
			02	RT47 & RT34	** COMMENT **		
					INVOICE TOTAL:		339.66 *
	702286	10/14/22	01	RT47 & WHEATON AVE TRAFFIC	01-410-54-00-5435		476.90
			02	SIGNAL REPAIR	** COMMENT **		
					INVOICE TOTAL:		476.90 *
					CHECK TOTAL:		4,262.07
537606	MESIMPSON	M.E. SIMPSON CO, INC					
	39333	09/30/22	01	LEAK DETECTION @ 1308 GAME	51-510-54-00-5462		495.00
			02	FARM RD	** COMMENT **		
					INVOICE TOTAL:		495.00 *
					CHECK TOTAL:		495.00
537607	METIND	METROPOLITAN INDUSTRIES, INC.					
	INV043719	10/15/22	01	LIFT STATION METRO CLOUD DATA	52-520-54-00-5444		270.00
			02	SERVICE	** COMMENT **		
					INVOICE TOTAL:		270.00 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537607	METIND	METROPOLITAN INDUSTRIES, INC.					
	INV043807	10/18/22	01	INSTALLED NEW SEAL FAIL PROBES	52-520-54-00-5444		996.00
					INVOICE TOTAL:		996.00 *
				CHECK TOTAL:			1,266.00
537608	MIDWSALT	MIDWEST SALT					
	0228212	10/13/22	01	BULK ROCK SALT	51-510-56-00-5638		3,498.21
					INVOICE TOTAL:		3,498.21 *
	P464331	10/24/22	01	BULK ROCK SALT	51-510-56-00-5638		3,124.32
					INVOICE TOTAL:		3,124.32 *
				CHECK TOTAL:			6,622.53
D002716	MILSCHET	TED MILSCHEWSKI					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
537609	MODJESKM	MICHAEL COLE MODJESKI					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		135.00
					INVOICE TOTAL:		135.00 *
				CHECK TOTAL:			135.00
537610	MOHRR	RANDY MOHR					
	101622	10/16/22	01	REFEREE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
				CHECK TOTAL:			105.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537611	MORASPH	MORRIS SAND & GRAVEL, INC.					
	5201	10/11/22	01	N-50 SURFACE	23-230-60-00-6032		377.89
					INVOICE TOTAL:		377.89 *
				CHECK TOTAL:			377.89
537612	MUFFLER	MUFFLER CONSTRUCTION INC					
	1022-01	10/26/22	01	NEW TRAILER OUTFITTING	25-225-60-00-6060		3,000.00
					INVOICE TOTAL:		3,000.00 *
				CHECK TOTAL:			3,000.00
537613	MULLENSA	ANTHONY MULLENS					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		260.00
					INVOICE TOTAL:		260.00 *
				CHECK TOTAL:			260.00
537614	NARVICK	NARVICK BROS. LUMBER CO, INC					
	81690	10/04/22	01	4000 PSI	23-230-56-00-5637		615.00
					INVOICE TOTAL:		615.00 *
				CHECK TOTAL:			615.00
537615	NATIONAU	NATIONAL AUTO FLEET GROUP					
	WF4783	10/18/22	01	NEW FORD F250 4X4	25-225-60-00-6070		35,114.68
					INVOICE TOTAL:		35,114.68 *
				CHECK TOTAL:			35,114.68
537616	NATIONAU	NATIONAL AUTO FLEET GROUP					

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537616	NATIONAU	NATIONAL AUTO FLEET GROUP					
	WF4793	10/18/22	01	NEW FORD F250 4X4	25-225-60-00-6070		36,084.08
			02	NEW FORD F250 4X4	25-215-60-00-6060		7,964.00
					INVOICE TOTAL:		44,048.08 *
					CHECK TOTAL:		44,048.08
537617	NEOPOST	QUADIENT FINANCE USA, INC					
	101422-PR	10/14/22	01	POSTAGE MACHINE REFILL	79-000-14-00-1410		250.00
					INVOICE TOTAL:		250.00 *
	102022	10/20/22	01	REFILL POSTAGE MACHINE	01-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		550.00
537618	NICOR	NICOR GAS					
	16-00-27-3553 4-0922	10/11/22	01	09/12-10/11 1301 CAROLYN CT	01-110-54-00-5480		52.75
					INVOICE TOTAL:		52.75 *
	31-61-67-2493 1-0922	10/10/22	01	09/09-10/10 276 WINDHAM CR	01-110-54-00-5480		55.81
					INVOICE TOTAL:		55.81 *
	45-12-25-4081 3-0922	10/13/22	01	09/09-10/11 01 W HYDRAULIC	01-110-54-00-5480		126.94
					INVOICE TOTAL:		126.94 *
					CHECK TOTAL:		235.50
537619	OLEARYC	CYNTHIA O'LEARY					
	REC BASKETBALL 10152	10/15/22	01	FALL BASKETBALL ASSIGNING FEE	79-795-54-00-5462		392.00
					INVOICE TOTAL:		392.00 *
	REC FALL SOCCER 2022	10/15/22	01	FALL SOCCER ASSIGNING FEE	79-795-54-00-5462		216.00
					INVOICE TOTAL:		216.00 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537619	OLEARYC CYNTHIA O'LEARY						
	YORKVILLE REC BB/SB	10/15/22	01	FALL BASEBALL/SOFTBALL	79-795-54-00-5462		1,326.00
			02	ASSIGNING FEE	** COMMENT **		
					INVOICE TOTAL:		1,326.00 *
					CHECK TOTAL:		1,934.00
537620	OTTOSEN OTTOSEN DINOLFO						
	149240	09/30/22	01	MISC ADMIN MATTERS	01-640-54-00-5456		237.40
					INVOICE TOTAL:		237.40 *
					CHECK TOTAL:		237.40
537621	PARADISE PARADISE CAR WASH						
	224582	10/01/22	01	SEPT 2022 CAR WASHES	79-790-54-00-5495		10.00
					INVOICE TOTAL:		10.00 *
					CHECK TOTAL:		10.00
537622	PESSINA PESSINA TREE SERVICE						
	4368-835	10/20/22	01	CUT DOWN AND REMOVED 3 TREES	01-410-54-00-5458		3,200.00
					INVOICE TOTAL:		3,200.00 *
					CHECK TOTAL:		3,200.00
537623	PETERSOA ALIESHA JEAN PETERSON						
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		25.00
					INVOICE TOTAL:		25.00 *
					CHECK TOTAL:		25.00
D002717	PIAZZA AMY SIMMONS						

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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D002717	PIAZZA	AMY SIMMONS					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537624	PITSTOP	PIT STOP					
	PS490318	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		187.51
			02	AT TOWN SQUARE PARK	** COMMENT **		
					INVOICE TOTAL:		187.51 *
	PS490319	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		278.00
			02	AT RIVERFRONT PARK	** COMMENT **		
					INVOICE TOTAL:		278.00 *
	PS490320	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		82.15
			02	AT VAN EMMON PARK	** COMMENT **		
					INVOICE TOTAL:		82.15 *
	PS490321	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		80.00
			02	AT FOX HILL WEST	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS490322	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		80.00
			02	AT FOX HILL EAST	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS490323	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		269.65
			02	AT BEECHER PARK	** COMMENT **		
					INVOICE TOTAL:		269.65 *
	PS490324	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		160.00
			02	AT ROTARY PARK	** COMMENT **		
					INVOICE TOTAL:		160.00 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537624	PITSTOP	PIT STOP					
	PS490325	10/20/22	01	09/23-09/27 PORTOLET UPKEEP	79-795-56-00-5620		18.22
			02	AT SPLASH PAD	** COMMENT **		
					INVOICE TOTAL:		18.22 *
	PS490326	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		82.15
			02	AT STEVEN BRIDGE PARK	** COMMENT **		
					INVOICE TOTAL:		82.15 *
	PS490327	10/20/22	01	09/23-10/03 PORTOLET UPKEEP	79-795-56-00-5620		184.00
			02	AT YORKVILLE MIDDLE SCHOOL	** COMMENT **		
					INVOICE TOTAL:		184.00 *
	PS490328	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		54.29
			02	AT CANNONBALL PARK	** COMMENT **		
					INVOICE TOTAL:		54.29 *
	PS490329	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		80.00
			02	AT GREENS FILLING STATION	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS490330	10/20/22	01	09/23-10/03 POSTOLET UPKEEP	79-795-56-00-5620		71.43
			02	AT BRISTOL STATION PARK	** COMMENT **		
					INVOICE TOTAL:		71.43 *
	PS490331	10/20/22	01	09/23-10/03 PORTOLET UPKEEP	79-795-56-00-5620		80.00
			02	AT RIEMENSCHNIEDER PARK	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS490332	10/20/22	01	09/23-10/03 POSTOLET UPKEEP	79-795-56-00-5620		540.00
			02	AT SOCCER EQUIPMENT SHED	** COMMENT **		
					INVOICE TOTAL:		540.00 *
	PS490333	10/20/22	01	09/23-10/20 PORTOLET UPKEEP	79-795-56-00-5620		82.15
			02	AT STEPPING STONES PARK	** COMMENT **		
					INVOICE TOTAL:		82.15 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537624	PITSTOP	PIT STOP					
	PS490334	10/20/22	01	09/23-10/03 POSTOLET UPKEEP	79-795-56-00-5620		36.15
			02	AT HIDING SPOT PARK	** COMMENT **		
					INVOICE TOTAL:		36.15 *
					CHECK TOTAL:		2,365.70
537625	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	3025	10/12/22	01	BASKETBALL LEAGUE STAFF SHIRTS	79-795-56-00-5606		375.50
					INVOICE TOTAL:		375.50 *
	3027	10/14/22	01	TRAILER GRAPHICS	51-510-54-00-5490		610.00
					INVOICE TOTAL:		610.00 *
	3034	10/18/22	01	CUSTOM MARKING FLAGS	51-510-56-00-5665		1,250.00
					INVOICE TOTAL:		1,250.00 *
	3036	10/18/22	01	HALLOWEEN EVENT SIGNAGE	79-795-56-00-5606		220.00
					INVOICE TOTAL:		220.00 *
					CHECK TOTAL:		2,455.50
537626	PURCELLJ	JOHN PURCELL					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
537627	R0001089	RON FENSKE					
	102122-UB	10/21/22	01	REFUND OVERPAYMENT ON FINAL UB	01-000-13-00-1371		806.67
			02	BILLS FOR ACCT#0102241000-09,	** COMMENT **		

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537627	R0001089	RON FENSKE					
	102122-UB	10/21/22	03	0102241010-14, 0102241020-17 &	** COMMENT **		
			04	0102241030-11	** COMMENT **		
				INVOICE TOTAL:			806.67 *
				CHECK TOTAL:			806.67
537628	R0001975	RYAN HOMES					
	2001 SQUIRE-BALANCE	10/14/22	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		2,500.00
				INVOICE TOTAL:			2,500.00 *
	4830 MILLBROOK	10/22/22	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	4838 MILLBROOK	10/22/22	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
				CHECK TOTAL:			12,500.00
537629	R0002337	ABBY PROPERTIES					
	4023 SHOEGER	10/27/22	01	REFUND SECURITY GUARANTEE	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	4025 SHOEGER	10/27/22	01	REFUND SECURITY GUARANTEE	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	4043 SHOEGER	10/27/22	01	REFUND SECURITY GUARANTEE	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	4045 SHOEGER	10/27/22	01	REFUND SECURITY GUARANTEE	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	4063 SHOEGER	10/27/22	01	REFUND SECURITY GUARANTEE	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537629	R0002337	ABBY PROPERTIES					
	4065 SHOEGER	10/27/22	01	REFUND SECURITY GUARANTEE	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		30,000.00
537630	R0002509	SPECIAL OLYMPICS ILLINOIS					
	2022 SPEC OLYM SB	10/26/22	01	SPECIAL OLYMPICS SOFTBALL	01-000-24-00-2421		1,279.00
			02	DONATIONS	** COMMENT **		
			03	SPECIAL OLYMPICS COP ON A ROOF	01-000-24-00-2421		100.00
			04	DONATIONS	** COMMENT **		
					INVOICE TOTAL:		1,379.00 *
					CHECK TOTAL:		1,379.00
537631	R0002535	JWF REALTY					
	100722-UB	10/21/22	01	REFUND OVERPAYMENT ON FINAL UB	01-000-13-00-1371		94.29
			02	BILLING FOR ACCT#0109050070-11	** COMMENT **		
					INVOICE TOTAL:		94.29 *
					CHECK TOTAL:		94.29
537632	R0002536	SCOTT & AMY CORWIN					
	100122-UB	10/01/22	01	REFUND YBSD ADJUSTMENT FOR UB	01-000-13-00-1371		366.09
			02	ACCT #0103180400-00	** COMMENT **		
					INVOICE TOTAL:		366.09 *
					CHECK TOTAL:		366.09
537633	R0002537	GLENN BERGEVIN					
	102422-REIMB	10/24/22	01	REIMBURSEMENT FOR DUPLICATE	79-000-44-00-4404		80.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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537633	R0002537	GLENN BERGEVIN					
	102422-REIMB	10/24/22	02	CC CHARGES PROCESSED 9/27/22	** COMMENT **		
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
537634	R0002538	ZUBHA POP FOODS LLC					
	102522-UB	10/25/22	01	REFUND DOUBLE PAYMENT TO	01-000-13-00-1371		2,024.62
			02	POPEYES ACCT#010607130-00	** COMMENT **		
					INVOICE TOTAL:		2,024.62 *
					CHECK TOTAL:		2,024.62
537635	R0002539	RS CONCESSIONS					
	2022 HTD	10/21/22	01	2022 HTD STAFF MEAL	79-795-56-00-5602		10.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		10.00 *
					CHECK TOTAL:		10.00
537636	RAGIWAVE	RAGING WAVES					
	2022-REBATE	10/25/22	01	2022 ADMISSIONS TAX REFUND	01-640-54-00-5494		208,296.05
					INVOICE TOTAL:		208,296.05 *
					CHECK TOTAL:		208,296.05
D002718	RATOSP	PETE RATOS					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
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01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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D002719	REDMONST	STEVE REDMON					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537637	RIETZR	ROBERT L. RIETZ JR.					
	101822	10/18/22	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
	102322	10/23/22	01	REFEREE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		150.00
537638	RONDO	RONDO ENTERPRISES, INC					
	167770	10/28/22	01	NEW 2023 PJ TRAILER	25-225-60-00-6060		6,317.00
					INVOICE TOTAL:		6,317.00 *
					CHECK TOTAL:		6,317.00
D002720	ROSBOROS	SHAY REMUS					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002721	RUNYONM	MARK RUNYON					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
					DIRECT DEPOSIT TOTAL:		65.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 11/08/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002722	SCHREIBE	EMILY J. SCHREIBER					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002723	SCODROP	PETER SCODRO					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002724	SCOTTTR	TREVOR SCOTT					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002725	SENGM	MATT SENG					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002726	SLEEZERJ	JOHN SLEEZER					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 11/08/2022

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D002727	SLEEZERS	SCOTT SLEEZER					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002728	SMITHD	DOUG SMITH					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002729	STEFFANG	GEORGE A STEFFENS					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537639	STOKES	STOKES EXCAVATING, INC					
	5004	10/27/22	01	ENGINEERS PAYMENT ESTIMATE 7	51-510-60-00-6025		7,500.00
			02	AND FINAL FOR ELIZABETH ST AND	** COMMENT **		
			03	APPLETREE CT WATER MAIN	** COMMENT **		
			04	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		7,500.00 *
					CHECK TOTAL:		7,500.00
537640	STRIKED	DEVYN STRIKE					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		105.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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UNITED CITY OF YORKVILLE
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D002730	THOMASL	LORI THOMAS					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537641	TRICO	TRICO MECHANICAL , INC					
	6923	09/30/22	01	HVAC REPAIR IN LIBRARY IT ROOM	24-216-54-00-5446		435.00
					INVOICE TOTAL:		435.00 *
					CHECK TOTAL:		435.00
537642	VALCOMP	VALUATION COMPLIANCE, INC					
	9790	03/08/22	01	RESTRICTED REPORT FOR	24-216-54-00-5446		2,000.00
			02	LOTS 1, 2 & 4 BOOMBAH BLVD	** COMMENT **		
					INVOICE TOTAL:		2,000.00 *
					CHECK TOTAL:		2,000.00
537643	VALLASB	BRYAN VALLES-MATA					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
537644	WALDEB	BRYAN WALDE					
	101522	10/15/22	01	REFEREE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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UNITED CITY OF YORKVILLE
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
537645	WALDENS	WALDEN'S LOCK SERVICE					
	22759	10/17/22	01	GARAGE LOCK REPAIR	24-216-54-00-5446		115.85
					INVOICE TOTAL:		115.85 *
					CHECK TOTAL:		115.85
537646	WALTJOSH	JOSH WALTERS					
	OCT 12-OCT 22	10/26/22	01	UMPIRE	79-795-54-00-5462		130.00
					INVOICE TOTAL:		130.00 *
					CHECK TOTAL:		130.00
537647	WASONG	GERALD WASON					
	101322	10/13/22	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
537648	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	107928	10/17/22	01	CHLORINE	51-510-56-00-5638		461.00
					INVOICE TOTAL:		461.00 *
					CHECK TOTAL:		461.00
D002731	WEBERR	ROBERT WEBER					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002732	WILLRETE	ERIN WILLRETT					

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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UNITED CITY OF YORKVILLE
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002732	WILLRETE	ERIN WILLRETT					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537649	WINGB	BRETT WING					
	101322	10/13/22	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		120.00
D002733	WOLFB	BRANDON WOLF					
	110122	11/01/22	01	OCT 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
537650	YORKACE	YORKVILLE ACE & RADIO SHACK					
	176217	10/11/22	01	SCREWS, WASHERS, NUTS	52-520-56-00-5620		14.52
					INVOICE TOTAL:		14.52 *
	176261	10/19/22	01	WASHERS, PINS	01-410-56-00-5620		23.20
					INVOICE TOTAL:		23.20 *
	176262	10/19/22	01	RETURNED WASHERS & PINS	01-410-56-00-5620		-23.20
					INVOICE TOTAL:		-23.20 *
	F40007	10/14/22	01	SCREWS	01-410-56-00-5620		6.60
					INVOICE TOTAL:		6.60 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 11/08/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
537650	YORKACE	YORKVILLE ACE & RADIO SHACK					
	F40583	10/19/22	01	PINS, WASHERS	01-410-56-00-5620		28.40
					INVOICE TOTAL:		28.40 *
					CHECK TOTAL:		49.52
537651	YORKGFPC	PETTY CASH					
	101822	10/18/22	01	NOTARIES FOR WOOLSEY & JONES	01-110-54-00-5462		10.00
					INVOICE TOTAL:		10.00 *
					CHECK TOTAL:		10.00
537652	YOUNGM	MARLYS J. YOUNG					
	101222-P&Z	10/18/22	01	10/12/22 P&Z MEETING MINUTES	90-121-00-00-0011		85.00
					INVOICE TOTAL:		85.00 *
	101322-UDO	10/26/22	01	10/13/22 UDO MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
	101822-PW	10/27/22	01	10/18/22 PW MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		255.00

TOTAL CHECKS PAID: 957,419.03
TOTAL DIRECT DEPOSITS PAID: 11,035.00
TOTAL AMOUNT PAID: 968,454.03

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT



UNITED CITY OF YORKVILLE

PAYROLL SUMMARY

October 28, 2022

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
ALDERMAN	4,000.00	-	4,000.00	-	306.00	4,306.00
ADMINISTRATION	18,382.79	-	18,382.79	1,636.07	899.46	20,918.32
FINANCE	12,116.45	-	12,116.45	1,078.36	896.33	14,091.14
POLICE	124,552.17	1,729.78	126,281.95	558.15	9,344.05	136,184.15
COMMUNITY DEV.	27,844.08	-	27,844.08	2,478.13	2,058.14	32,380.35
STREETS	22,191.15	174.11	22,365.26	1,990.51	1,642.42	25,998.19
BUILDING & GROUNDS	2,416.04	-	2,416.04	215.03	184.82	2,815.89
WATER	17,080.31	-	17,080.31	1,520.15	1,237.35	19,837.81
SEWER	7,372.97	-	7,372.97	656.20	536.32	8,565.49
PARKS	28,025.26	-	28,025.26	2,339.74	2,078.03	32,443.03
RECREATION	23,360.05	-	23,360.05	1,691.69	1,738.21	26,789.95
LIBRARY	16,439.26	-	16,439.26	995.56	1,208.24	18,643.06
TOTALS	\$ 304,688.87	\$ 1,903.89	\$ 306,592.76	\$ 15,159.59	\$ 22,198.86	\$ 343,951.21

TOTAL PAYROLL \$ 343,951.21



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, November 8, 2022

ACCOUNTS PAYABLE

DATE

Clerk's Check #13125 Kendall County Recorder <i>(Page 1)</i>	09/23/2022	\$	134.00
City MasterCard Bill Register <i>(Pages 2 - 15)</i>	10/25/2022		126,898.69
Clerk's Check #131206 Kendall County Recorder <i>(Page 16)</i>	10/26/2022		235.00
Manual City Check Register <i>(Page 17)</i>	10/26/2022		163.00
City Check Register <i>(Pages 18 - 50)</i>	11/08/2022		968,454.03
SUB-TOTAL:		\$	1,095,750.72

ACH/WIRE PAYMENTS

Dearborn Insurance-Nov 2022	10/31/2022	\$	2,974.45
Blue Cross/ Blue Shield Insurance-Nov 2022	10/31/2022		140,733.42
TOTAL PAYMENTS:			\$143,707.87

PAYROLL

Bi - Weekly <i>(Page 439)</i>	10/28/2022	\$	343,951.21
SUB-TOTAL:		\$	343,951.21

TOTAL DISBURSEMENTS:	\$	1,583,409.80
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Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2022-53

Agenda Item Summary Memo

Title: KenCom Intergovernmental Agreement

Meeting and Date: City Council – November 8, 2022

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: November 3, 2022
Subject: Kencom Intergovernmental Agreement – tower lease

Summary

Consideration of an intergovernmental agreement covering use of a portion of KenCom's communications tower.

Background

A related item was discussed by the City Council at the October 25th meeting, when the City Council approved change orders for the Prairie Pointe renovation project related to conduit running from the IT room to the roof for a future microwave connection between KenCom and the City. Since that time, the draft IGA covering use of KenCom's tower for placement of the City's microwave apparatus has been drafted and approved by KenCom. The draft agreement is attached for consideration.

The agreement will allow the City to place a microwave antenna to the KenCom tower which will allow the City and KenCom to have a private, secure network connection for police purposes. This network connection and system will allow the City to eliminate the use of a Comcast fiber line of lesser speed and save the City anywhere from \$500 to \$1,000 per month in cost. The agreement is at no cost to the City for a one-year term that auto-renews if the agreement is not cancelled. The City would be at risk for cost to move the antenna if the tower needs to be moved, repaired, or similar.

Recommendation

Staff recommends approval of the intergovernmental agreement with KenCom covering use of a portion of KenCom's communications tower.

Resolution No. 2022_____

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE KENDALL COUNTY EMERGENCY PHONE SERVICE AND
COMMUNICATIONS BOARD AND THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), and the Kendall County Emergency Phone Service and Communications Board ("*KenCom*") are duly organized units of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to 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; and,

WHEREAS, KenCom owns a tower at 1102 Cornell Lane, and the City is in need of a tower-like structure to attach a microwave antenna for the purpose of receiving KenCom's Tyler New World Services; and,

WHEREAS, KenCom and the City have agreed to permit the City to attach its microwave antenna to KenCom's tower pursuant to the terms and conditions set forth in the Intergovernmental Agreement attached hereto.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. *Intergovernmental Agreement Between the Kendall County Emergency Phone Service and Communications Board and the United City of Yorkville, Kendall County, Illinois*, in the form attached hereto and made a part hereof, is hereby approved; and, the Mayor and City Clerk are hereby authorized to execute said Agreement.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois this 8th day of November, 2022.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

JASON PETERSON _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

MAYOR

Attest:

CITY CLERK

**UNITED CITY OF YORKVILLE
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT – Tower Lease Agreement**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as “Agreement”) is hereby entered into by and between the Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois, and the United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois 60560. For purposes of this Agreement, the Kendall County Emergency Phone Service and Communications Board and the United City of Yorkville shall hereinafter collectively be referred to as “the parties”.

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 service and to exercise, combine, or transfer 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 United City of Yorkville (hereinafter referred to as “Yorkville”) and the Kendall County Emergency Phone Service and Communications Board (hereinafter referred to as “KenCom”) are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 22/1et seq.; and

WHEREAS, Yorkville is in need of a tower structure upon which to attach a microwave antenna for the purpose of connecting to KenCom to transmit and receive data from KenCom’s Tyler New World Servers; and

WHEREAS, KenCom owns a tower structure located on the premises of 1102 Cornell Lane, Yorkville, Illinois 60560 and

WHEREAS, the parties to this Agreement have the requisite authority to execute this Agreement and intend by the execution of this Agreement to bind KenCom and Yorkville respectively to the terms of this Agreement; and

WHEREAS, the parties to this Agreement have each has ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed by legal counsel for the respective parties and approved by the respective governing bodies, if any.

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

1. Yorkville shall be permitted to attach a (PTP11820S (wide)) microwave antenna to the tower owned and controlled by KenCom located on the premises of 1102 Cornell Lane, Yorkville, IL 60560. This agreement is restricted to microwave antenna and microwave transmitting and receiving equipment. Yorkville shall supply a copy of their FCC (Federal Communications Commission) license for the microwave.
2. All costs associated with affixing the microwave antenna to the tower and establishing connectivity to KenCom’s network will be the sole responsibility of Yorkville and KenCom will incur no costs whatsoever.

3. In the event KenCom erects another tower and Yorkville's microwave antenna needs to be relocated to the new tower all costs associated with the microwave antenna relocation will be the sole responsibility of Yorkville and KenCom will incur no costs whatsoever.
4. KenCom makes no guarantee that Yorkville's microwave antenna will connect and/or remain connected to KenCom's computer network for the purposes of transmitting and receiving data from KenCom's Tyler New World Servers; however, KenCom will work with Yorkville to attempt to resolve connectivity issues so long as KenCom incurs no costs related to establishing connectivity.
5. Yorkville shall bear sole responsibility for repair, maintenance and replacement of the microwave antenna owned by Yorkville and affixed to KenCom's tower.
6. All vendors that will climb KenCom's tower structure for installation, repair, maintenance, replacement or removal of the microwave antenna must be approved by KenCom and a certificate of insurance provided to KenCom prior to performing any work.
7. Yorkville shall be granted access to KenCom's tower site for repair and maintenance so long as KenCom receives a minimum notice of 24 hours. Notice shall be considered given upon confirmation of receipt of a phone call or email sent to the KenCom Director or Assistant Director.
8. Yorkville shall procure and maintain adequate insurance coverage to protect KenCom from risk of liability for acts of Yorkville's contractors, subcontractors, employees or agents. Adequate insurance coverage shall be defined to include the following types of minimum amounts of coverage:
 - a. Comprehensive General Liability, Bodily Injury and Property Damage combined \$1,000,000 per occurrence.
 - b. Property Damage, \$500,000 per occurrence
 - c. Worker's Compensation and Full Statutory Limits Employer's Liability.
 - d. Excess Liability Umbrella, \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
9. Yorkville shall indemnify and hold KenCom harmless from all claims (including reasonable attorney's fees, costs and expenses of defending such claims) arising from the negligent or willful misconduct of Yorkville's agents or employees on the tower and in or around the property.
10. Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war.
11. The Agreement shall be governed by the laws of the State of Illinois. Any litigation concerning this Agreement shall take place in the Circuit Court of Kendall County.
12. The term of this Agreement is one year from the date the Agreement is executed by both parties. Either party can terminate this Agreement by giving the other party written notice of termination at least (180) days prior to the expiration of the term. In the absence of a notice from either party of intent to cancel, this Agreement shall automatically renew for an additional term.
13. Notice to terminate the Agreement must be made in writing and mailed certified mail with return receipt to the addresses listed below:

KenCom ETSB
1100 Cornell Lane
Yorkville, IL 60560

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

14. Upon termination of the Agreement, Yorkville shall remove the microwave antenna and all other equipment owned by Yorkville from KenCom's tower within (30) days, and repair any damage caused by removal of the antenna and equipment.

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

Kendall County Emergency Phone Service and
Communications Board

United City of Yorkville

Name: _____

Name: _____

Title: Chairman, KenCom Executive Board _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2022-54

Agenda Item Summary Memo

Title: Railroad Agreement – Poplar Drive

Meeting and Date: City Council – November 8, 2022

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olsen Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: November 3, 2022
Subject: Agreement with Illinois Railway for Poplar Drive improvements

Summary

Consideration of an agreement with Illinois Railway covering improvements to be made to the Poplar Drive railroad crossing.

Background

This item was last discussed by the City Council during the FY 23 budget proposal. The City-Wide Capital Fund includes funding and a narrative covering the City's costs for improving the Poplar Drive railroad crossing. The railroad has let us know that they intend to improve portions of their rail line near Poplar Drive this year, and the City is responsible for covering the costs of the roadway crossing improvements, according to a 1998 crossing agreement (attached).

The cost of the improvements is expected to be around \$185,000 and the City has that amount covered in the FY 23 budget. Even though the project agreement makes reference to the railroad's capital budget and a 2022 Q4 timeline, they have already let us know that they do not expect to begin work until Spring 2023. We anticipate the work will take a few weeks, but the railroad intends to keep the crossing open to vehicular traffic

which includes appropriate funding within the City-Wide Capital Fund to complete the project contemplated in the attached agreement.

Recommendation

Resolution No. 2022-_____

**RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND ILLINOIS RAILWAY, LLC**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the "*Municipal Code*") (65 ILCS 5/65-1-1-2, *et seq.*); and,

WHEREAS, the City has determined that in the interest of public safety, it believes it is necessary to replace the railroad crossing at Poplar Drive (the "*Project*") and has contacted Illinois Railway, LLC ("IR") which has the expertise in the development and construction of public infrastructure serving railroad property to undertake the necessary improvements; and,

WHEREAS, IR has agreed to undertake the Project on behalf of the City pursuant to the terms and conditions set forth in the Agreement attached hereto.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. The Agreement By and Between the United City of Yorkville, Kendall County, Illinois and Illinois Railway, LLC, for the Roadway Improvements at Poplar Drive in the form attached hereto and made a part hereof is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement and to undertake or direct such actions as necessary to implements its terms.

Section 3. That 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. 2022.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

JASON PETERSON _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

MAYOR

Attest:

CITY CLERK

Route: _____
Section: _____
County: _____
Project: _____
Job No: _____
Agreement No: _____
DOT/AAR NO. _____

**AN AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS AND ILLINOIS RAILWAY, LLC
ROADWAY IMPROVEMENTS AT POPLAR DRIVE**

THIS AGREEMENT (the “*Agreement*”), made and entered into this ____ day of _____, 2022, by and between the United City of Yorkville, Kendall County, Illinois (the “*City*”), and Illinois Railway, LLC (“*IR*”) (collectively, the “*Parties*”; and, individually, as “*Party*”).

W I T N E S S E T H:

WHEREAS, 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, IR is a railroad with expertise in the development and construction of public infrastructure serving railroad property; and,

WHEREAS, in the interest of public safety, the City believes it IS necessary to replace the crossing at Poplar Drive, hereinafter referred to as the “Project”, and as shown on the Exhibit A’s location map.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

Section 1. The Project covered under this Agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general.

Section 2. IR shall prepare a scope of work and a cost estimate. The scope of work and cost estimate shall be submitted to the City for its approval in accordance with Section 5 of this Agreement.

Section 3. Any necessary crossing warning devices shall conform to Part VIII of the most current edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by IR must be obtained in writing in advance from the City.

Section 4. All required installation work shall be performed by IR, with its own forces or in accordance with 23 CFR, part 646.216. IR shall provide the City with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and the Illinois Fair Employment Practices Act and implementing rules and regulations.

Section 5. IR will not begin to work without written authorization from the City to proceed. Upon receipt of authorization from the City, IR shall promptly schedule the work set forth in the Agreement. The City shall notify in writing the agencies listed on *Exhibit A*, a minimum of twenty-one (21) days before commencing work.

Section 6. IR shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. IR, for performance of its work, or the work of IR's contractor, as herein specified, may bill the City monthly

for all materials delivered and stored on IR's property but not yet installed. After materials are stored on IR's property, the materials will become the property of the City and must be designated by IR for exclusive use on the Project.

In the event the IR fails to install the stored material within one year of the fully executed agreement date, the City may provide a written notice to IR, requiring IR to promptly deliver the stored material to a location indicated in writing by the City. Upon delivery, the City shall then take possession of said material for the City's own use. The delivery of the material to the City shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement and in addition shall not affect IR's right to claim payment for material taken by the City. In the event of any loss of material after payment, the IR will replace the material, or at IR's election, provide the City financial compensation equal to the replacement value of the material, valued on the date of payment, at no cost to the City. IR's storage area of materials shall be available for City inspection upon 24-hour notice.

Section 7. IR, for performance of its work as herein specified, may bill the City monthly for the IR's estimated percentage of the work completed. The City shall be responsible for, and shall reimburse IR for, IR's actual costs, which may differ from estimated costs provided that such costs may not exceed estimated costs in an amount greater than 10%; provided further, however, indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this Project.

The City after verifying that the bills are reasonable and proper shall promptly reimburse IR in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any progressive invoice totaling less than \$500. The progressive invoices may be rendered on the basis of an estimated percentage of work completed.

IR, upon the completion of the work, shall, within one hundred twenty (120) calendar days, render to the City a detailed final invoice of the actual cost and expense as incurred by it or for its account. After the City's representatives have checked the progressive invoices and the final invoice and they have agreed with IR's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the City shall promptly reimburse IR in accordance with the *State Prompt Payment Act* (30 ILCS 540/1 *et seq.*), as currently enacted, for the amount of the final invoice, except that the City may withhold payment of any additional cost over the approved estimates submitted to the City as required by Section 2, until IR has provided reasonable backup detail as requested by the City to justify the additional cost, and the City shall promptly review such backup detail as provided by IR and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto. If the parties cannot reach agreement on reimbursement of IR's costs above the estimated costs, each Party retains its rights to all legal and equitable remedies regarding the payment of same.

All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable, and should be sent to:

United City of Yorkville
Attn: Rob Fredrickson, Finance Director
800 Game Farm Rd.
Yorkville, IL 60560

IR shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review at IR's facility, and may be audited, on reasonable notice to IR and at City's cost, by the City's Auditor. IR agrees to cooperate fully with any audit conducted by the City or its agents and to provide full access

to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the City representatives have audited the expenses as incurred by IR, including such amounts as may have been suspended from any previous payment, the City shall promptly reimburse IR for the suspended amounts.

Section 8. IR shall notify the City in writing of the date of the completed installation. The CITY will perform a final inspection upon receiving the written notification.

Section 9. Intentionally deleted.

Section 10. In the event that delays or difficulties arise in securing necessary state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the City render it impracticable to proceed with the construction of the Project, then at any time before construction is started, the City may serve formal notice of cancellation upon IR and this Agreement shall thereupon terminate. In the event of cancellation, the City shall reimburse IR for all eligible cost and expense incurred by IR prior to receipt of notice of cancellation and payment by the City.

Section 11. IR, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

In the event any work is performed by other than IR forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, IR is hereby

notified “the prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website”.

Section 12. This Agreement shall be binding upon the Parties hereto, their successors or assigns.

Section 13. IR shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the CITY shall notify the CITY in writing the cause for the delay before the one-year deadline has expired.

Section 14. IR shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney’s fees) (collectively, “*Damages*”) that are incurred by the City in connection with the Project and are caused by: (i) the failure of IR or any contractor, subcontractor, agent or employee hired by IR to timely pay IR’s contractor, subcontractor, laborer or materialman; (ii) third party claims or causes of action arising out of the construction of the Project by IR; (iii) any default or breach of the terms of this Agreement by IR; or, (iv) the negligence or reckless or willful misconduct of IR or any of IR’s contractors, subcontractors, agents or employees. IR shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, IR shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and IR shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 15. IR certifies its correct Federal Taxpayer Identification Number, as indicated on the attached *Exhibit C*.

Section 16. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

IR: **Illinois Railway, LLC**

Accepted By: _____

Typed name: _____

Typed title: _____

Date: _____

CITY: **United City of Yorkville**

Accepted By: _____

Typed name: _____

Typed title: _____

Date: _____

United City of Yorkville

John Purcell
Mayor

Date

Bart Olson
City Administrator

Date

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Illinois Railway, LLC
DOT/AAR No: 917526L
RR M.P.: M.P. 51,17 Ottawa Sub
Roadway: Poplar Drive
Location: Yorkville, IL

DESCRIPTION OF WORK TO BE DONE BY RAILROAD:

1. Replace existing crossing surface, replace track under crossing and surface area
2. Incidental work necessary to complete the items hereinabove specified.

ATTACHMENTS:

1. Location Map (consisting of 1 pages)
2. IR's Estimate (consisting of 1 pages)

PROGRAM COST ESTIMATE:

\$ 185,774

IR COST ESTIMATE:

Total		\$ \$185,774
IR Participation		\$ 0.00
City Participation	(100%)	\$ \$185,774 or Actual Cost, higher or lower

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

None

SUBMIT ALL BILLS TO:

**United City of Yorkville
Attn: Finance Department
800 Game Farm Road
Yorkville, IL 60560**

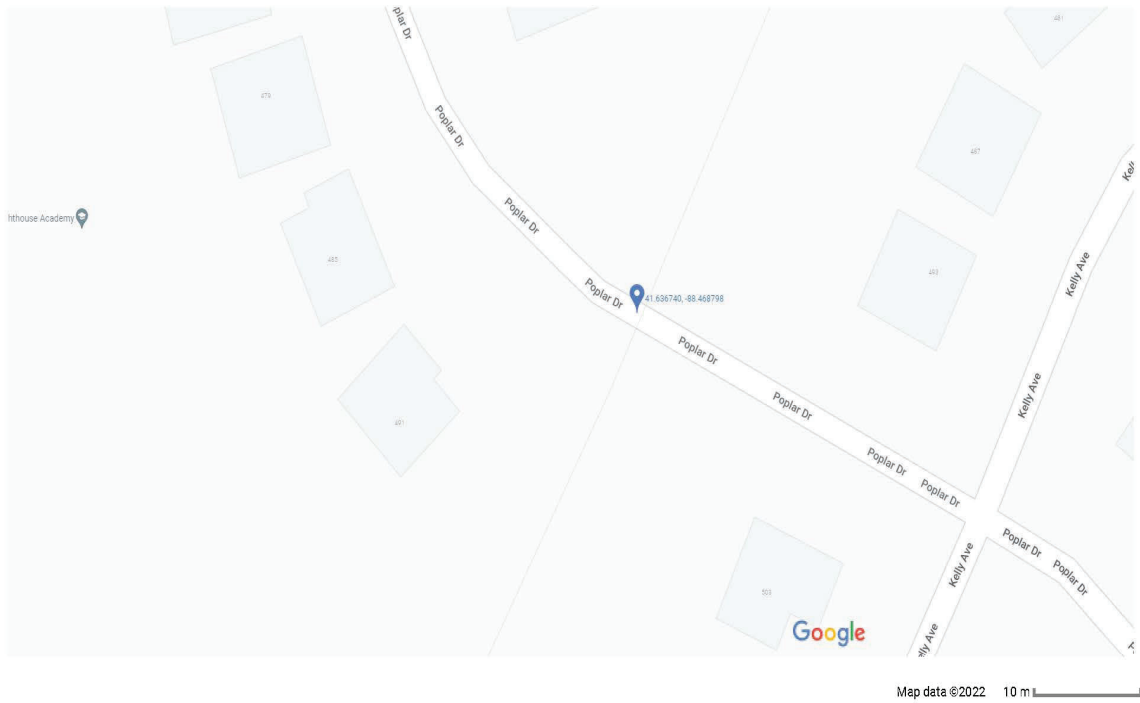
EXHIBIT A (continued) Location Map

9/3/22, 1:19 PM

Poplar Dr - Google Maps



Poplar Dr
Railway Crossing



<https://www.google.ca/maps/place/Poplar+Dr,+Yorkville,+IL+60560,+USA/@41.6367171,-88.4689521,20z/data=!4m5!3m4!1s0x880eea630f17817b:0x4fa4b67fdbf47d3!8m2!3d41.6341807!4d-88.4669901> 1/2

EXHIBIT A (continued) Cost Estimate

Cost Estimate for											
Illinois Railway, LLC											
MP 51.17 Ottawa Sub - Poplar Dr. Crossing Rehab						MP 51.17 Ottawa Sub - Poplar Dr. Crossing					
Fx Rate	1.000					Q3		Q4			
Taxes	1.070				Total	Aug	Sep	Oct	Nov	Dec	
Currency	USD		3/6/2022			-	-	(185,774)	-	-	
Project Year	2022			Total Project Capital	(185,774)	-	-	-	-	185,774	
Finance Rep	Kris Corbit			Total Funding	185,774	-	-	(185,774)	-	185,774	
Net Unleveraged Cash Flow					-						
Position		Qty	Rate	ST Hours	OT Hours	Total Cost	Aug	Sep	Oct	Nov	Dec
EIC		1.00	\$ 75.00	40	10	5,486	-	-	5,486	-	-
		-	\$ -	-		-					
						-					
						-					
						-					
Total Internal Labor					-	5,486	-	-	5,486	-	-
Material		Qty	Rate	Unit	Curr	Total Cost	Aug	Sep	Oct	Nov	Dec
Rail - 115# New 40" length		320	31.00	LF	USD	9,920	-	-	9,920	-	-
Tie Plates - 5 1/2" Base x 14"		96	18.35	EA	USD	1,762	-	-	1,762	-	-
Spikes - 6" Prime		13	105.00	KEG	USD	1,365	-	-	1,365	-	-
Anchors - 5 1/2" Base		960	3.25	EA	USD	3,120	-	-	3,120	-	-
Ballast - CA-1		105	28.00	TON	USD	2,940	-	-	2,940	-	-
Sub-Balast CA-6		77	28.00	TON	USD	2,156	-	-	2,156	-	-
Switch Ties - 7"x9"x10'		48	110.00	EA	USD	5,280	-	-	5,280	-	-
Crocrete Crossing Panels - 115#		73	205.00	TF	USD	14,991	-	-	14,991	-	-
Filter Fabric		1	1,400.00	ROLL	USD	1,400	-	-	1,400	-	-
Freight Concrete Panels		3	1,700.00	LOAD	USD	5,100	-	-	5,100	-	-
		-	-		USD	-					
Total Material					-	48,033	-	-	48,033	-	-
Inventory		Qty	Rate	Unit	Curr	Total Cost	Aug	Sep	Oct	Nov	Dec
		-	-		USD	-					
Total Inventory					-		-	-	-	-	-
Contract Services		Qty	Rate	Unit	Curr	Total Cost	Aug	Sep	Oct	Nov	Dec
Site Excavation		1	37,324.00	LUMP	USD	37,324	-	-	37,324	-	-
Construct and Install Crossing		1	49,748.40	LUMP	USD	49,748	-	-	49,748	-	-
Traffic Control		1	5,000.00	LUMP	USD	5,000	-	-	5,000	-	-
Roadway Approachs		1	9,250.00	LUMP	USD	9,250	-	-	9,250	-	-
Sidwalks and Curbing		1	8,620.00	LUMP	USD	8,620	-	-	8,620	-	-
Site Cleanup		1	4,000.00	LUMP	USD	4,000	-	-	4,000	-	-
Mobilization/Demobilization		1	14,950.00	LUMP	USD	14,950	-	-	14,950	-	-
					USD	-					
Total Contract Services					-	128,892	-	-	128,892	-	-
Taxes		%	Curr	Rate		Total Cost	Aug	Sep	Oct	Nov	Dec
Sales Tax		7%	USD	1.070		3,362.33	-	-	3,362	-	-
Total Taxes					-	3,362	-	-	3,362	-	-
Total Project Cost					-	185,774	-	-	185,774	-	-
Funding Source		Amount or Percent	Payment Terms		Total Funding	Aug	Sep	Oct	Nov	Dec	
City of Yorkville		100%			185,774	-	-	-	-	185,774	
					-						
Total Funding					-	185,774	-	-	-	-	185,774
Net Unleveraged Cashflow					-	-	-	185,774	-	(185,774)	

EXHIBIT A (continued)

Scope

Site Excavation:

Saw cut both sides of the existing roadway surface, parallel to rail, on a line that is twenty-five (25) feet off each rail.

Remove the existing roadway and sidewalk surfaces covering track.

Remove 80 track feet of track, centered on the roadway centerline.

Excavate 80 feet where the rail has been removed. The excavation will be a minimum of 12' wide, and to a depth that is approximately 2.5' feet below the existing Roadway elevation.

Construct and Install Crossing

Construct 80' track panel and box anchor every tie.

Clean ditches out to ensure proper drainage into and out of existing culverts.

Install 8" of Sub-ballast (CA-6 in 4" lifts, compacting each lift.

Install 8" of ballast (CA-1), in 4" lifts compacting each lift. CA-1 (3") (minimum 12" ballast under the ties)

Install 80' track panel.

Raise track in roadway and 300' each end of crossing 4" above road surface. Run in and run out not to exceed 1/2" in 39 feet.

Install concrete panels per manufacturers specifications.

Box anchor every tie 195 feet from cuts on both ends of panel.

Make 6 welds as needed.

Move materials to and from site.

Traffic Control

Put up traffic controls and place public notifications as needed.

Roadway Approaches

Asphalt roadway surface to meet new crossing surface per IDOT roadway specifications.

Contractor to supply asphalt.

Sidewalks and Curbing

Replace concrete sidewalks on both sides of road in kind. Adhereing to ADA specifications (approximately 80').

Site clean up:

Clean and dress entire work zone, disposing of all panels, timber, cross ties, asphalt, debris, etc.

EXHIBIT B

Intentionally deleted.

EXHIBIT C
TIN CERTIFICATION

The IR certifies that:

1. The number shown on this form is IR's correct taxpayer identification number (or IR is waiting for a number to be issued to them), and
2. IR is not subject to backup withholding because: (a) IR is exempt from backup withholding, or (b) IR has not been notified by the Internal Revenue Service (IRS) that IR is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified IR that IR is no longer subject to back-up withholding, and
3. IR's person with signatory authority for this Agreement is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: 75-2731057

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability IR (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

PUBLIC ROAD CROSSING AGREEMENT

THIS AGREEMENT, Made this 16th day of November, 2001 the "Effective Date", by and Illinois RailNet, Inc., a Delaware Corporation, whose mailing address is PMB 161, 11250-15 St. Augustine Road, Jacksonville, FL 32257-1147, hereinafter called "Railroad" party of the first part, and City of Yorkville, whose mailing address 800 Game Farm Road, Yorkville, IL 60560, hereinafter called "Licensee", party of the second part,

WITNESSETH:

Railroad, subject to the limitations herein, and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grant to Licensee the right or license to construct, maintain and use a public road crossing at grade across the tracks, right-of-way, and property of Railroad, at or near Yorkville, Kendal County, State of Illinois, hereinafter called "Crossing", which extends across said right-of-way and intersects the center line of Railroad's tracks at 536.6 feet West Milepost 51, as shown Exhibit "A", attached hereto and made a part hereof, hereafter called "Crossing".

1. Definitions

- 1.1 The term "Licensee" herein shall include a corporation, association, partnership, governmental body or individual, as the case may be. The term "Licensee" shall also include Licensee's agents, employees, servants, sublicensees and invitees. All words herein referring to Licensee shall be taken to be such number and gender as the context may require.
- 1.2 The term "Railroad", as used herein, shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Railroad. The term "Railroad" shall be synonymous with and used in place of the term "Licensor" herein throughout. The term "Railroad" shall also include the servants, agents or employees of the undersigned Railroad.
- 1.3 The term "satisfactory" or "satisfaction" as used herein, shall mean approval by Railroad or it's designated representative.
- 1.4 The term "Crossing", as used herein, includes track crossings, approaches, railways, drainage facilities, warning devices, signal and wirelines, gates barricades, signs, appliances and ancillary facilities.
- 1.5 If this Agreement covers more than one crossing or more than one track, the terms "Crossing" and "track", as hereinafter used, shall be construed respectively as including any one or all of said crossings or tracks, as the context may require.
- 1.6 "Maintenance" shall include keeping all vegetation within the area(s) outlined in red on attached print and identified thereon as "sight clearance area(s)" cut to a height not exceeding two feet (2') above ground level, and keeping said "sight clearance area(s)" free of parked vehicles and other obstructions.
- 1.7 The "effective date" of this Agreement shall be the earlier of: (a) execution hereof by Railroad, or (b) installation of the Crossing.

2. Use, Limitations

- 2.1 The Crossing shall be used solely as a public crossing for the purpose of vehicular or pedestrian access to/from Licensee's adjacent land.
- 2.2 Railroad reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossings for any and all railroad purpose. Railroad shall not be obligated to make cuts in its trains for the Crossing.

3. Fees

- 3.1 Upon execution of this Agreement, Licensee shall pay Railroad:

The sum of **Five Hundred Fifty U.S. Dollars (\$550)**, toward the administrative cost of preparing and processing this Agreement in addition to the one time license fee of **Seven Hundred Fifty U.S. Dollars (\$750)** on or before the Effective Date of this Agreement.

4. Construction, Maintenance

- 4.1 Crossing has been constructed, and hereafter shall be upgraded and maintained at the sole cost and expense of Licensee.
- 4.2 Licensee, at its sole cost and expense, shall construct and maintain all approachways, and keep such approachways in a brush and tree free condition that will not obstruct Crossing. Licensee shall keep the crossing at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions to satisfaction of Railroad.
- 4.3 Licensee shall not interfere with, or permit its contractors to interfere with, the drainage of the Lessor's right-of-way and will provide culverts and/or construct such drainage facilities on each side of said Crossing.

5. Operational Safety

- 5.1 Licensee shall use and shall cause its agents, employees, family, servants, sublicensees and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Railroad.

6. Term, Termination, Removal

- 6.1 This Agreement shall be and remain in effect as of the effective date first written above and shall continue in effect until terminated by either party given to the other thirty (30) days written notice of such termination.

7. Risk, Liability, Indemnity

- 7.1 Licensee, recognizing that Railroad's operations and any use of railroad property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause.

- 7.2 Licensee, with the recognition above, and as further consideration for the grant of this crossing right, also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Railroad harmless from and against:
- A. all loss of or damage to any other property, including property in the care, custody or control of railroad and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and
 - B. all loss and damage on account of injury to or death of any and all person (including but not limited to employees, invitees and patrons of the parties hereto) on the Crossing; and
 - C. all claims and liability for such loss and damage and cost and expenses thereof;

8. Insurance

- 8.1 Prior to commencement of any use of the Crossing, Licensee shall procure and shall thereafter maintain during continuance of this Agreement, at its sole cost and expense, Commercial General Liability (CGL) Insurance covering liability assumed by Licensee under this Agreement naming Licensor as additional insured and covering liability assumed by Licensee under this Agreement. Coverage of not less than **Three Million U.S. Dollars (\$3,000,000)** Combined Single Limit per occurrence, for bodily injury and property damage is recommended as a prudent minimum to protect Licensee's assumed obligations hereunder. The CGL policy shall be endorsed to provide for thirty (30) days notice in writing to Railroad at the address above, prior to termination of or change in the coverage provided.
- 8.2 If said CGL policy is written on a "Claims Made" basis rather than "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to arrange adequate reporting time shall be Licensee's sole risk.
- 8.3 Said Crossing shall not be opened for traffic until said CGL insurance coverage is placed in effect. In the event said CGL insurance is cancelled, or is allowed lapse Crossing shall be subject to immediate closure and removal by Railroad upon notice to Licensee.
- 8.4 Railroad may at any time request evidence of insurance purchased by Licensee to comply with this Article and may demand that Licensee purchase insurance deemed adequate by Railroad. Failure of Licensee to comply within thirty (30) days of Railroad's demand shall be an event of default subject to termination as provided for in Article 6.
- 8.5 Furnishing of insurance by Licensee shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

9. General Provisions

- 9.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

9.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be, but, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Railroad.

10. Title

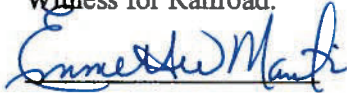
10.1 Licensee shall not at any time own or claim right, title or interest in or to Railroad's property occupied by Licensee's crossing, nor shall the exercise of this Agreement for any length of time rise to any title to said property, or any right or interest in Licensee other than the license created hereby.

11. Signals; Traffic Control

11.1 In the event that the need for automatic traffic control devices develop or are required by Licensee any Federal, State, County or Municipal Governmental agency, or by Railroad, the costs of such devices, the installation and continuing maintenance will be at the entire expense of Licensee.

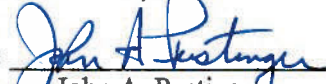
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the day and year first above written.

Witness for Railroad:




Illinois RailNet, Inc.

By:


John A. Pustinger
Director-Real Estate

Witness for Licensee:


City Clerk

City of Yorkville

By:


Its: Mayor

Tax Identification Number: E-9995894504

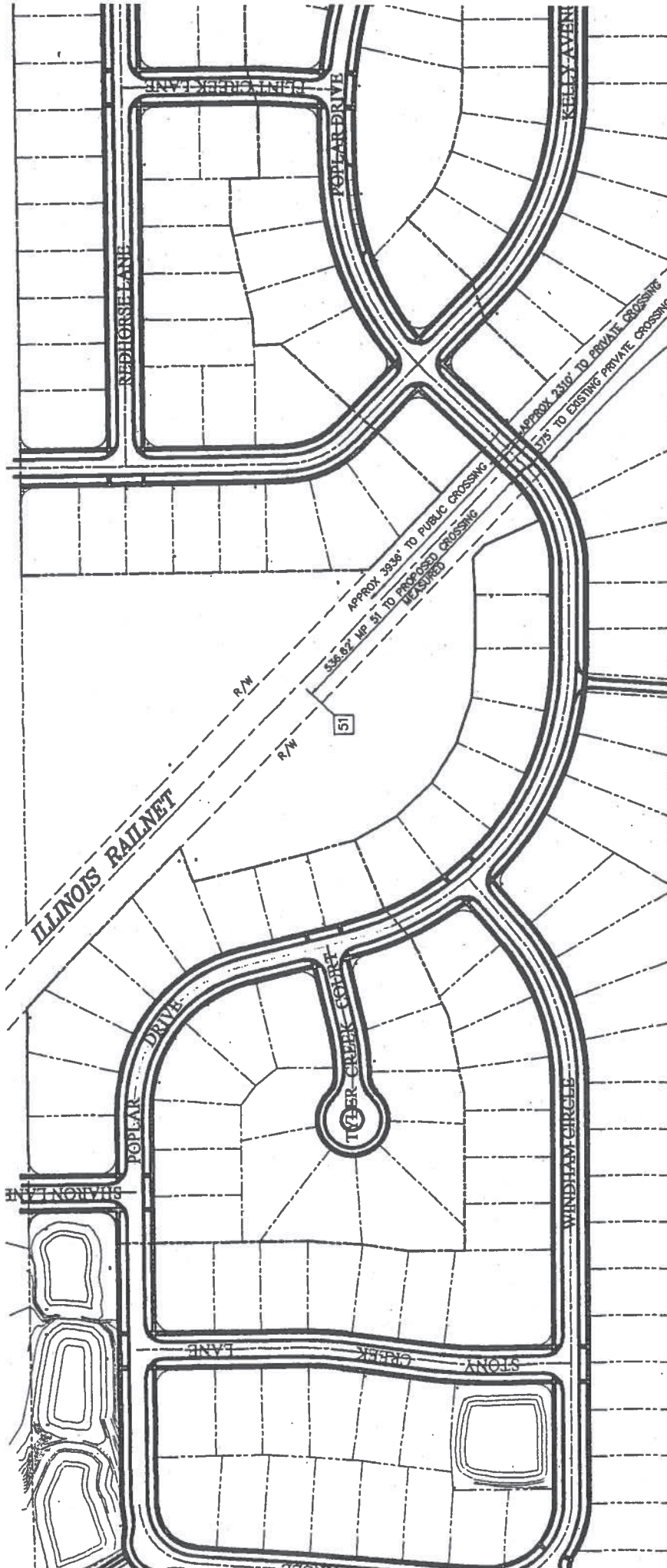
IR Form 7459-GC

APPLICATION FOR PUBLIC ROAD CROSSING

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable Application Fee in the amount of \$750.00 is to be submitted to: Illinois RailNet, Inc., PMB 161, 11250-15 St. Augustine Road, Jacksonville, FL 32257-1147.

1. Complete legal name of applicant City of Yorkville, Illinois
Address 610 Tower Lane
City Yorkville State IL Zip 60560 Telephone (630) 553-4350
2. If incorporated, name state _____
3. Width desired 64'
4. Location of proposed crossing: 536.6 feet West from Milepost 51
City Yorkville County Kendall State IL
5. Must wires or other obstructions be raised for clearance? No
6. State need for crossing, including frequency of use New subdivision ± 900 VPD
7. Is other access available? No If property recently purchased, why was access not obtained from Seller?
Existing private crossing only. Private crossing to be closed.
8. Applicant must furnish map or sketch indicating the above, as well as distance to nearest crossing on each side of proposed new crossing; also any drainage pipes to be placed in Railroad's ditches.
9. Is track in cut or fill? cut If so, what height? ± 2' Number of tracks to be crossed? 1 Is track on curve or tangent? tangent
10. Will automatic protection devices be required? Yes No
Gates are not required per ICC criteria but four (4) quadrant gates will be provided.
Non-refundable Application Fee in the amount of \$750.00 is attached.

Signed: M. J. G.

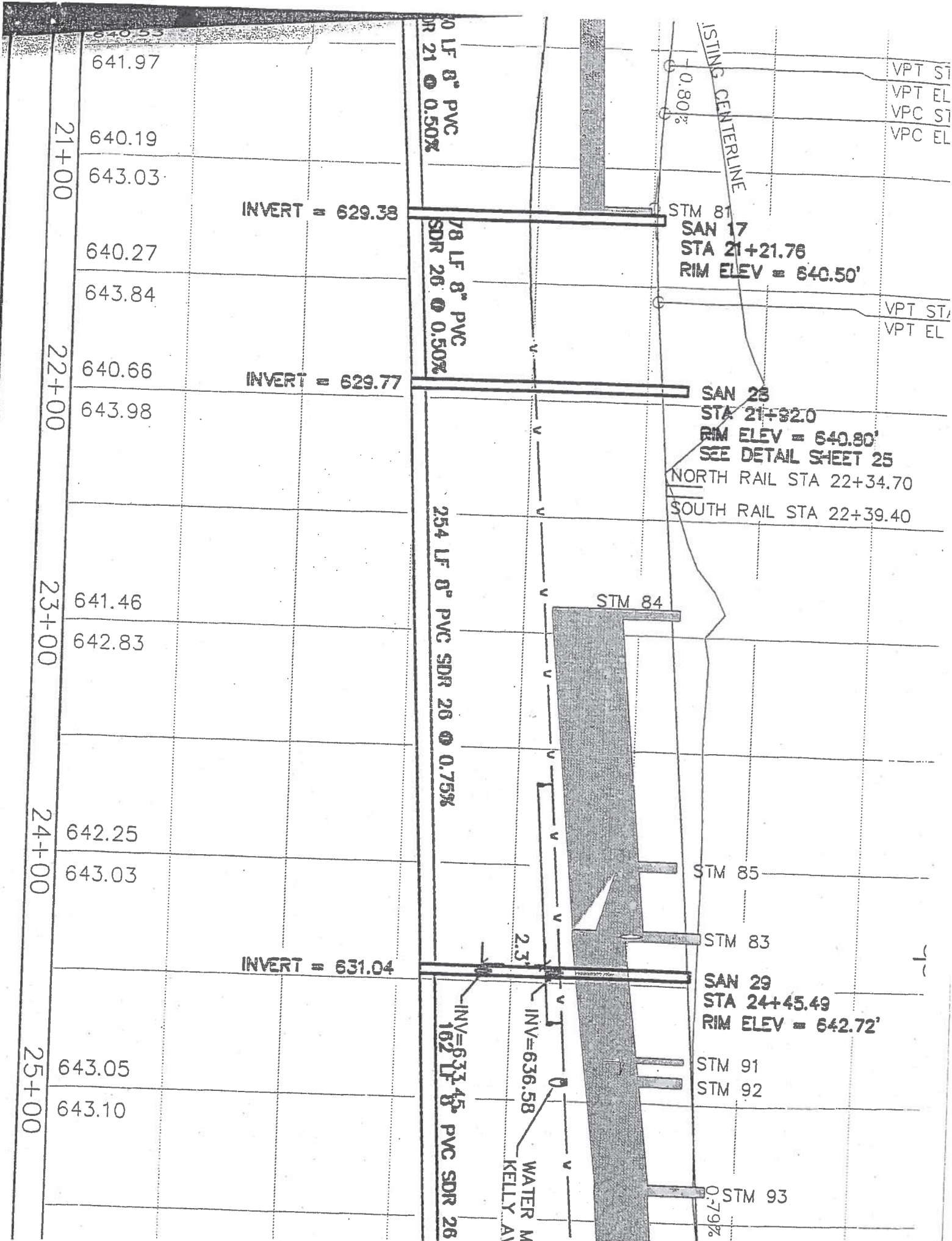


EXIST PRIVATE CROSSING
TO BE ABANDONED

LOCATION MAP

SCALE 1"=200'







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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2022-19 & EDC 2022-60

Agenda Item Summary Memo

Title: Restore Church – Windmill Farms PUD (Rezoning)

Meeting and Date: City Council/November 8, 2022

Synopsis: Proposed professional services office on a parcel within the former Windmill Farms Development.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

Agenda Item Notes:

See attached memorandum.



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Jason Engberg, Senior Planner
Date: November 1, 2022
Subject: **PZC 2022-19 Restore Church – Windmill Farms**
Religious Institution Land Use Expansion (Rezoning)

SUMMARY:

The petitioner, Jordan Gash, on behalf of Restore Church, Inc., is seeking rezoning approval of three (3) parcels totaling approximately 33 acres located within the Windmill Farms development. The previously approved Windmill Farms Annexation and Planned Unit Development Agreement permitted certain land uses consistent with those found in the R-4 General Multi-Family Residence District and B-3 General Business zoning districts. The petitioner has utilized the existing one-story commercial structure on one of the parcels as a religious institute. The requested new zoning of B-3 General Business District would be consistent with the recently rezoned parcels to the west and remove the remnant Planned Unit Development zoning established as part of the Windmill Farms agreement. The petitioner has stated they may seek future uses consistent with the B-3 General Business Zoning District classification on the remaining undeveloped area of the subject parcels.

PLANNING & ZONING COMMISSION ACTION:

The Planning and Zoning Commission reviewed the Petitioner's requests at a public hearing held on October 12, 2022 and made the following action on the motions below:

In consideration of testimony presented during a Public Hearing on October 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council of a request for a map amendment to rezone the following parcels: 05-03-300-029; 05-03-300-031; and 05-03-300-033 from Planned Unit Development (PUD) to B-3 General Business District and further subject to {insert any additional conditions of the Planning and Zoning Commission} ...

Action Item:

Olson– aye; Millen – aye; Williams – aye; Vinyard – aye
4 ayes; 0 nay

ATTACHMENTS:

1. Draft Ordinance
2. Memorandum to Planning and Zoning Commission dated September 12, 2022
3. Petitioner Rezoning Application
4. Ordinance 2008-40 - Windmill Farms Annexation and PUD Agreement
5. Public Hearing Notice

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2022-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE REZONING TO THE B-3 GENERAL BUSINESS ZONING DISTRICT OF CERTAIN PARCELS LOCATED AT 8710 ROUTE 71 AND REPEAL OF ORDINANCE 2008-42 AS IT APPLIES TO THE PROPERTY (Restore Church, Inc.)

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, Restore Church, Inc. (the “Applicant”) is the owner of three (3) parcel totaling approximately 34 acres located at 8710 Route 71 (the “Subject Property”) within the corporate limits of the City legally described in Section 2 and as shown on Exhibit A attached hereto and made a part hereof, and is seeking rezoning of the Subject Property into the B-3 General Business District; and,

WHEREAS, the Subject Property was annexed to the City and zoned pursuant to Ordinance No. 2008-42, *AN ORDINANCE REZONING CERTAIN PROPERTY IN FURTHERANCE OF AN ANNEXATION AGREEMENT (Windmill Farms)* recorded with the Kendall County Recorder’s Office on July 12, 2008 as document 200800016876 into the Planned Unit Development Zoning District; and,

WHEREAS, the City in the adoption of its revised Zoning Ordinance and Zoning Map by Ordinance 2014-73, entitled *AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE ADOPTION OF A NEW AMENDED*

YORKVILLE ZONING ORDINANCE, adopted November 25, 2014, repealed the Planned Unit Development Zoning District; and,

WHEREAS, with the deletion of the Planned Unit Development Zoning District, the Zoning Ordinance adopted as Ordinance No. 2008-42 is no longer valid and can be repealed to clarify the zoning of the Subject Property; and,

WHEREAS, the Applicant desires to rezone the Subject Property into the B-3 General Business District; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on October 12, 2022, to consider the rezoning after publication of notice and notice to property owners within five hundred (500) feet of the Subject Property; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-4-10B.4 and made findings of fact and recommendation to the Mayor and City Council (the “*Corporate Authorities*”) for approval of the rezoning; and,

WHEREAS, the Corporate Authorities have received and considered the recommendation of the Planning and Zoning Commission.

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 rezoning of the Subject Property, legally described as:

PARCEL 1:

27.60 AC TR LYG PT SW¼ & PT NW¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE "THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE

SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579.53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 26, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472.59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598.62 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PARCEL 2:

.49 AC TR LYG SW $\frac{1}{4}$ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17- 16528, PG 5) CITY OF YORKVILLE THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 DEGREES WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT- OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES

52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PARCEL 3:

5.40 AC TR LYG SW¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5} CITY OF YORKVILLE THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE 211 .0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(Loss and except from Above Parcels 1, 2 & 3 part of the Southwest Quarter and part of the Northwest Quarter of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows with bearings and distances based upon the Illinois State Plane Coordinate System, (Grid) East Zone (NAD-83, 2007 adj.): Commencing at the southwest corner of said Section 3; thence North 01 degree 35 minutes 30 seconds West 1995.04 feet along the west line of said southwest quarter section to the centerline of Illinois Route 71; thence North 69 degrees 55 minutes 19 seconds East 262.19 feet along said centerline to the point of curvature of a 11,479.05 foot radius curve to the Jett: thence northeasterly 1163.11 feet along said curve whose chord bears North 67 degrees 01 minutes 09 seconds East 1162.62 feet; thence South 25 degrees 53 minutes 00 seconds East 50.00 feet to the Point of Beginning on the southeasterly right of way line of Illinois Route 71; thence northeasterly 1118.45 feet along said southeasterly

right of way line along a 11,529.02 foot radius curve to the left whose chord bears North 61 degrees 20 minutes 15 seconds East 1116.01 feet; thence North 58 degrees 33 minutes 29 seconds East 316.42 feet along said right of way line to the west line of property described In document number 201300024064; thence South 13 degrees 56 minutes 03 seconds East 15. 73 feet along said west line; thence South 58 degrees 33 minutes 29 seconds West 65.67 feet; thence South 56 degrees 13 minutes 50 seconds West 246.22 feet to a non-tangential curve to the right; thence southwesterly 656.26 feet along a 11,554.05 foot radius curve to the right whose chord bears South 60 degrees 11 minutes 25 seconds West 658.17 feet; thence South 50 degrees 42 minutes 49 seconds West 51.33 feet; thence southwesterly 75.56 feet along a 11,564.05 foot radius curve to the right whose chord bears South 62 degrees 15 minutes 33 seconds West 75.56 feet; thence South 73 degrees 52 minutes 10 seconds West 76.98 feet; thence southwesterly 226.37 feet along a 11,549.05 foot radius' curve to the right whose chord bears South 63 degrees 22 minutes 56 seconds West 226.37 feet; thence South 15 degrees 56 minutes 14 seconds West 40.32 feet; thence South 23 degrees 05 minutes 13 seconds East 100.12 feet; thence South 10 degrees 56 minutes 42 seconds East 51.74 feet to the easterly right of way line of Wing Road; thence North 22 degrees 56 minutes 26 seconds West 200.26 feet along said right of way line to the Point of Beginning.)

with **Property Index Numbers 05-03-300-029, 05-03-300-031 and 05-03-300-033** into the B-3 General Business District.

Section 3: That pursuant to the recitals stated above, Ordinance No. 2008-42, *AN ORDINANCE REZONING CERTAIN PROPERTY IN FURTHERANCE OF AN ANNEXATION AGREEMENT (Windmill Farms)* be and is hereby repealed as it applies to the Subject Property and this Ordinance is recorded only for the purpose of repeal of that ordinance. The zoning approved by this Ordinance does require the recording of this Ordinance and the Zoning Map of the City shall be changed to show the zoning changes as adopted herein that may be amended in the future pursuant to the United City of Yorkville Zoning Ordinance without repeal of this Ordinance.

Section 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
_____ day of _____, 2022.

CITY CLERK

DAN TRANSIER _____

KEN KOCH _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

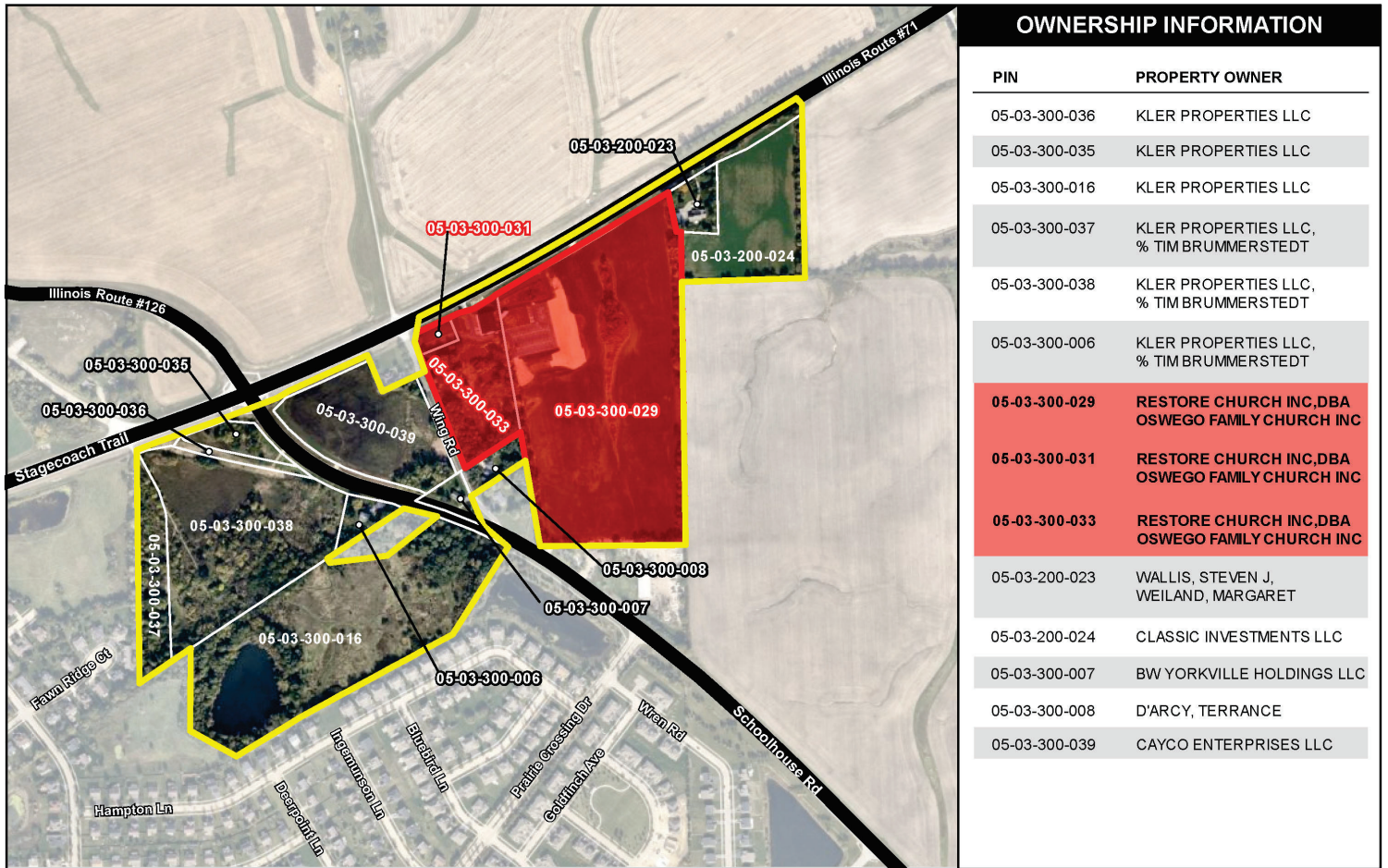
SEAVER TARULIS _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____ 2022.

MAYOR

EXHIBIT A



Restore Church Ownership Map

United City of Yorkville, Illinois
August 25, 2022



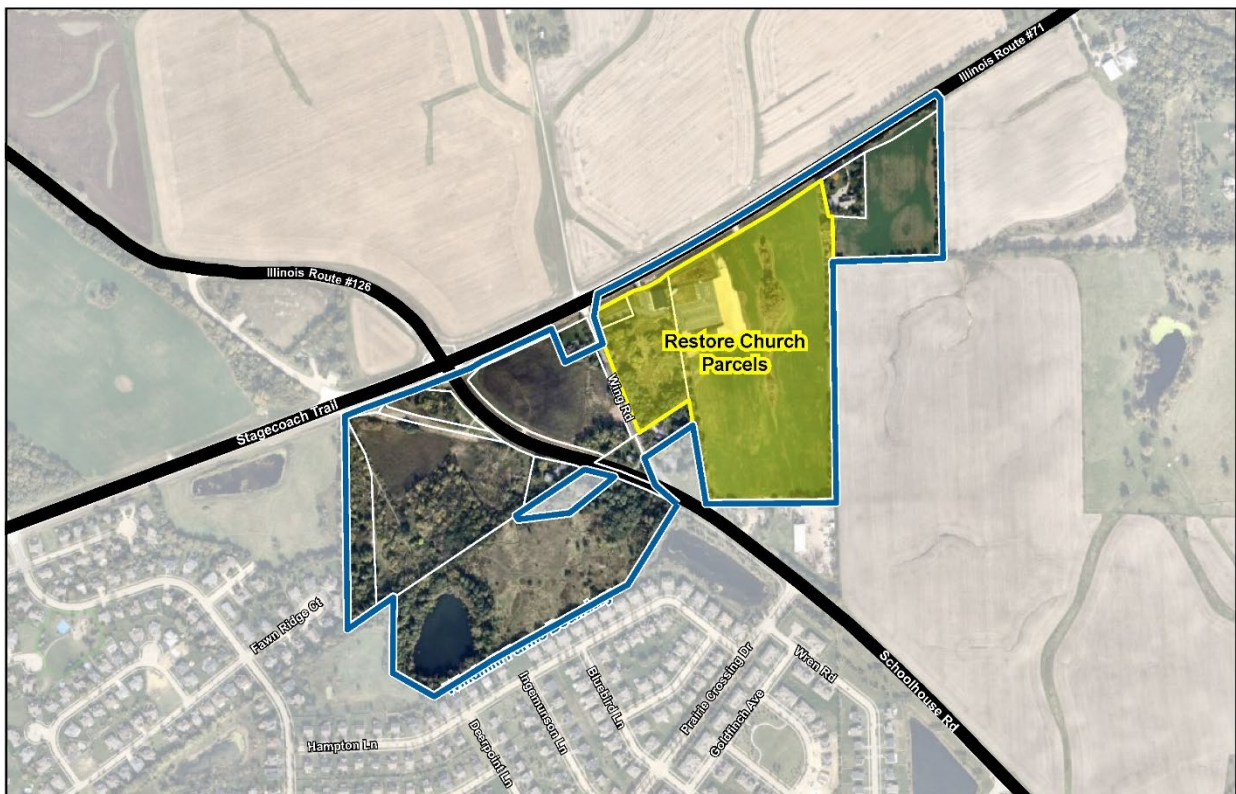


Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Jason Engberg, Senior Planner
Date: September 12, 2022
Subject: **PZC 2022-19 Restore Church – Windmill Farms**
PUBLIC HEARING: Religious Institution Land Use Expansion

SUMMARY:

The petitioner, Jordan Gash, on behalf of Restore Church, Inc., is seeking rezoning approval of three (3) parcels totaling approximately 33 acres located within the Windmill Farms development. The previously approved Windmill Farms Annexation and Planned Unit Development Agreement permitted certain land uses consistent with those found in the R-4 General Multi-Family Residence District and B-3 General Business zoning districts. The petitioner has utilized the existing one-story commercial structure on one of the parcels as a religious institute. The requested new zoning of B-3 General Business District would be consistent with the recently rezoned parcels to the west and remove the remnant Planned Unit Development zoning established as part of the Windmill Farms agreement. Below is a map of the subject property parcels and the overall boundary of the Windmill Farms PUD.



Restore Church Location Map

United City of Yorkville, Illinois
August 25, 2022

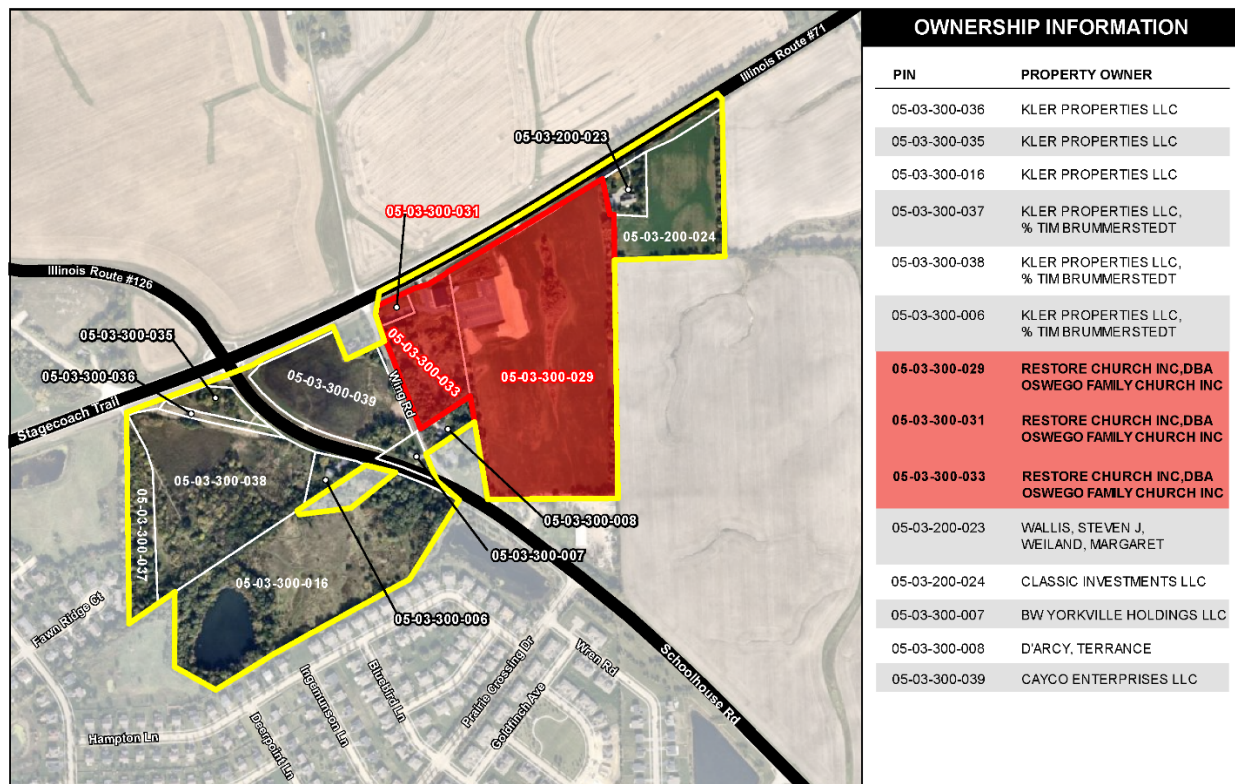


PROPERTY BACKGROUND:

As stated, the subject property was zoned within the Planned Unit Development (PUD) District with B-3 General Business District and R-4 General Multi-Family Residence District land uses, as part of the Windmill Farms' annexation approved in 2008 per Ordinance 2008-40. Per Exhibit "E" of Ord. 2008-40, the approximately 91-acre site, of which the subject parcels are included, was to be developed with a mix of residential and commercial land uses. The annexation and concept site plan were the only approvals granted for the Windmill Farms development. The subject property consists of the following three (3) parcels:

PARCEL	AREA	LAND USE
05-03-300-029	27.5 acres	Parking/Stormwater management/Undeveloped
05-03-300-031	0.5 acres	Existing church structure
05-03-300-033	5.4 acres	Undeveloped parcel
TOTAL AREA	33.4 acres	

Per the City Attorney, since the Windmill Farms Planned Unit Development was never formalized by final plat of subdivision, and with the passage of time, the approved concept plan for the development is no longer valid. Therefore, concurrent with this rezoning request, a separate Annexation and PUD agreement amendment has been requested that will invalidate the former PUD zoning classification and removes the provisions of the concept plan from the subject property. This process is identical to the 2019 rezoning approval for the Hively Landscaping parcels and the Bricolage Wellness parcel, both also part of the Windmill Farms PUD.



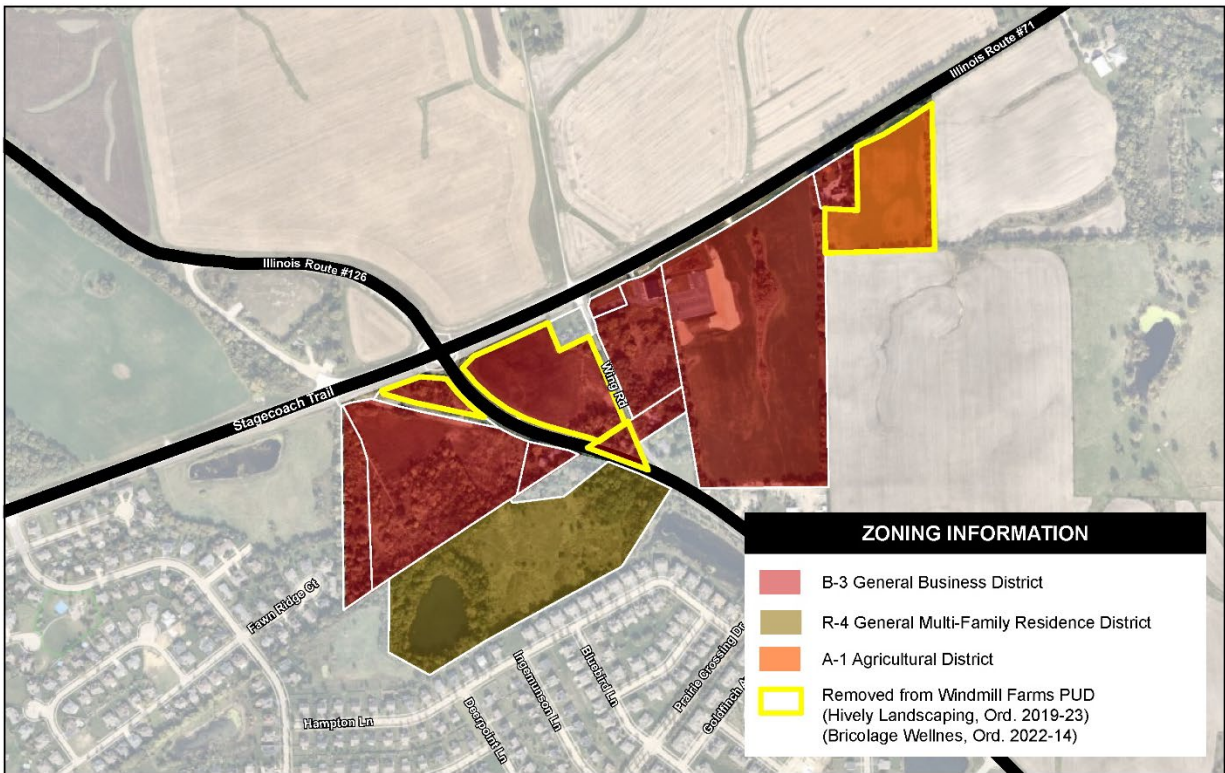
Restore Church Ownership Map

United City of Yorkville, Illinois
August 25, 2022



SITE ANALYSIS:

The following map illustrates the current zoning and land uses of the entire 91-acre Windmill Farms PUD, including the subject property parcels:



Restore Church Zoning Map

United City of Yorkville, Illinois
April 25, 2022



Zoning

The proposed land use is considered a “large religious institution” as defined in the Zoning Ordinance having 400 or more seats or larger than 8,000 square feet of total gross floor area and is outright permitted within the requested B-3 General Business District zoning. The B-3 zoning is also consistent with the underlying zoning of the subject property established by the PUD, as the existing structure was formerly used as a commercial office prior to being purchased by Restore Church, Inc. in 2017.

Further, the requested zoning is in keeping with the trend of development within the area immediately surrounding the subject property since seventy-five percent (75%) of the properties are zoned B-3. The most recent occurred earlier this year with the Bricolage Wellness rezoning for the parcel to the west on Wing Road for a professional office use and, in 2019, when Hively Landscaping petitioned to have the parcel directly north of that property rezoned from PUD to the B-3 General Business District for a commercial landscaping and greenhouse business.

Comprehensive Plan (Future Land Use)

The subject property’s future land use is classified as “Estate/Conservation Residential (ERC)” which is intended to provide flexibility for residential design in areas that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced. This land use category was implemented as a “holding” classification for those areas, particularly on the outskirts or along the perimeter of the City’s corporate boundaries, that had an

entitlement plan approved but lacked the public infrastructure to support the development of the land within the 10-year timeline of the 2016 Comprehensive Plan Update.

As conditions change, reevaluation of this guiding document is necessary and anticipated. Therefore, if the rezoning request is approved, an amendment to the Comprehensive Plan Future Land Use map will be required. This will provide a documentation of the change in the City's approval of the development conditions related to this property and align the proposed B-3 zoned parcel with a future land use designation suitable for the professional services office land use, such as "Destination Commercial (DC)". The "Destination Commercial" future land use, as defined in the 2016 Comprehensive Plan Update, is intended to accommodate mainly single-story in height and require deep setbacks and large parking areas, such as large religious institutions.

Proposed Religious Institutional Use

Restore Church is a religious facility which provides in-person and media based (social media, video and radio) ministry from their current building located at 8710 Route 71 in Yorkville. In 2018, Restore Church renovated the existing approximately 6,800 square foot commercial storage structure for the current church building for religious services and ancillary uses. At that time, there was an expansion of surface parking, construction of a stormwater detention basin and site landscaping provided. As parishioners to the church increased over the past few years, Restore Church has recently submitted plans for an approximately 10,000 square foot building expansion.



Restore Church Engineering Plan

United City of Yorkville, Illinois
August 26, 2022



The petitioner has stated they may seek future uses consistent with the B-3 General Business Zoning District classification on the remaining undeveloped area of the subject parcels. Those future uses may or may not require City Council review such as special uses, variances or final plat of subdivision approval.

Utilities

There are no nearby public utilities (water, sewer) in this area. The petitioner has been utilizing an existing well and septic field for the on-site needs of the existing church. Per City Code, however, once utilities are available within 250' of the subject property, they are required to connect to city water and sewer.

Vehicular Access/Parking

The three (3) parcels are easily accessible via a right-in and right-out access point off of the newly widened and reconstructed IL Route 71 (Stagecoach Trail) and full access off of Wing Road. Access is also available to IL Route 126 9Schoolhouse Road) via Wing Road. Traffic layout seems to allow the flow of vehicles from the west on IL 71 to turn southbound on Wing Road and then westward to an internal private drive lane servicing the church. Vehicles traveling east on IL 71 can turn south onto the private drive lane into the church's property. Adequate parking is provided on the subject parcels for the existing religious land use and planned 10,000 square foot church expansion. Furthermore, area for parking lot expansion is also available for future land uses.

FINDINGS OF FACT FOR REZONING:

Section 10-4-10-B of the City's Zoning Ordinance establishes criteria for findings of fact related to rezoning (map amendment) requests. When the purpose and affect is to change the zoning of a property and amend the City's Zoning Map, the Planning and Zoning Commission shall consider each of the following facts before rendering a decision on the request:

1. The existing uses and zoning of nearby property.
2. The extent to which the property values are diminished by the particular zoning restrictions.
3. The extent to which the destruction of the property values of plaintiff promotes the health, safety, morals or general welfare of the public.
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
5. The suitability of the subject property for the zoned purpose.
6. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property.
7. The community need for the proposed use.
8. The care to which the community has undertaken to plan its land use development.

The petitioner has provided written responses to these findings as part of their application (see attached) and requests inclusion of those responses into the public record at the October 12, 2022 Planning and Zoning Commission meeting.

STAFF COMMENTS:

Staff is supportive of the proposed rezoning; even though, if approved, would require an amendment to the Comprehensive Plan Update. Our recommendation is in consideration of the length of time the area has remained undeveloped under the current concept plan and zoning. This is in addition to the existing annexation agreement not correctly approving a special use authorizing a PUD for the Windmill Farm development and the recent rezoning of the adjacent parcel for the same requested B-3 zoning.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on October 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council of a request for a map amendment to rezone the following parcels: 05-03-300-029; 05-03-300-031; and 05-

03-300-033 from Planned Unit Development (PUD) to B-3 General Business District and further subject to {insert any additional conditions of the Planning and Zoning Commission} ...

ATTACHMENTS:

1. Petitioner Rezoning Application
2. Ordinance 2008-40 - Windmill Farms Annexation and PUD Agreement
3. Public Hearing Notice



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

APPLICATION FOR REZONING

DATE:	PZC NUMBER:	DEVELOPMENT NAME:	
PETITIONER INFORMATION			
NAME: JORDAN GASH		COMPANY: RESTORE CHURCH	
MAILING ADDRESS: 8710 STATE ROUTE 71			
CITY, STATE, ZIP: YORKVILLE, IL 60560		TELEPHONE: <input type="radio"/> BUSINESS <input type="radio"/> HOME 630-450-4679	
EMAIL: jordan@restorechurchyorkville.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: Old Second National Bank			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS: 8710 Route 71, Yorkville, IL 60560			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Property just east of the Route 71 and Route 126 intersection, on the northeast corner of Wing Road and State Route 71.			
CURRENT ZONING CLASSIFICATION: PUD with underlying R-4, B-3		REQUESTED ZONING CLASSIFICATION: B-3	
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: Commercial		TOTAL ACREAGE: 34	
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: A-1			
EAST: R-4, B-3			
SOUTH: B-3			
WEST: B-3			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
05-03-300-029			
05-03-300-031			
05-03-300-033			



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Website: www.yorkville.il.us

APPLICATION FOR REZONING

ATTORNEY INFORMATION

NAME: John Philipchuck
COMPANY: Cobine West Gensler Philipchuck & Corrigan, Ltd.
MAILING ADDRESS: 111 East Jefferson Avenue
CITY, STATE, ZIP: Naperville, IL 60540
TELEPHONE: (630) 355-5800
EMAIL: JFP@dbcw.com
FAX:

ENGINEER INFORMATION

NAME: Jason Wiesbrock
COMPANY: SpaceCo
MAILING ADDRESS: 224½ N. Liberty St.
CITY, STATE, ZIP: Morris, IL 60450
TELEPHONE: 815-941-0260
EMAIL: jwiesbrock@spacecoinc.com
FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Alberto Agama
COMPANY: Agama Designs
MAILING ADDRESS: 664 W Veterans Pkwy Suite A
CITY, STATE, ZIP: Yorkville, IL 60560
TELEPHONE: (630) 385-2945
EMAIL: alberto@agamadesigns.com
FAX:

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".



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

APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE EXISTING ZONING CLASSIFICATION(S) AND USES OF THE PROPERTY WITHIN THE GENERAL AREA OF THE PROPOSED REZONED PROPERTY:

The 3 parcels under consideration were a part of a commercial Planned Unit Development. The surrounding properties are also B-3 commercial or A-1 agricultural.

PLEASE STATE THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY IN QUESTION, INCLUDING CHANGES, IF ANY, WHICH HAVE TAKEN PLACE SINCE THE DAY THE PROPERTY IN QUESTION WAS PLACED IN ITS PRESENT ZONING CLASSIFICATION:

The property in question was used as a commercial property (The Kendall General Store) and was later purchased by a developer and then became a part of a 2008 PUD. The property was purchased by Restore Church in 2017 and has been redeveloped.

PLEASE STATE THE EXTENT TO WHICH PROPERTY VALUES ARE DIMINISHED BY THE PARTICULAR ZONING RESTRICTIONS:

Upon leaving the PUD through the City's amendment process, zoning reclassification/designation is needed. B-3 zoning, without the obsolete PUD restrictions, would give the property along State Route 71 maximum value for any potential future development.

PLEASE STATE THE EXTENT TO WHICH THE DESTRUCTION OF PROPERTY VALUES OF PETITIONER PROMOTES THE HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE PUBLIC:

Destruction of the property's value in no way promotes the health, safety, morals, and general welfare of the public.



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

Prior to Restore Church purchasing the property, the building on site sat empty for over 10 years and the property was unused and large portions were completely overgrown.

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

The City of Yorkville has continued to grow and develop. The B-3 zoning would preserve the property's potential commercial use with over 700 feet of State Route 71 frontage.

WITH RESPECT TO THE SUBJECT PROPERTY, PLEASE STATE THE CARE WITH WHICH THE COMMUNITY HAS UNDERTAKEN TO PLAN ITS LAND USE DEVELOPMENT:

In 2008, the City agreed to a commercial Planned Unit Development. Upon the amendment of the PUD, the subject property can be zoned B-3 without the limitations of the PUD.

PLEASE STATE THE IMPACT THAT SUCH RECLASSIFICATION WILL HAVE UPON TRAFFIC AND TRAFFIC CONDITIONS ON SAID ROUTES; THE EFFECT, IF ANY, SUCH RECLASSIFICATION AND/OR ANNEXATION WOULD HAVE UPON EXISTING ACCESSES TO SAID ROUTES; AND THE IMPACT OF ADDITIONAL ACCESSES AS REQUESTED BY THE PETITIONER UPON TRAFFIC AND TRAFFIC CONDITIONS AND FLOW ON SAID ROUTES (ORD. 1976-43, 11-4-1976):

The property has been in use since April of 2019 and there have been no issues with traffic conditions. The road widening of State Route 71 completed in 2021 has also improved access and traffic conditions.



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE RELATIVE GAIN TO THE PUBLIC AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL PROPERTY OWNER:

Upon repeal of the PUD, the parcels under consideration have to be reclassified. B-3 Zoning would give the property along State Route 71 the most development options which could potentially be a benefit to the City and community.

PLEASE STATE THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE ZONED PURPOSES:

The property has been used for commercial purposes in the past and borders other commercial B-3 properties.

AGREEMENT

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

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

PETITIONER SIGNATURE

7/15/2022

DATE

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

OWNER SIGNATURE

7/15/2022

DATE

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

Gina M. Nelson

"Official Seal"
GINA M NELSON
Notary Public, State of Illinois
My Commission Expires 04/22/2026



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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 8710 Route 71, Yorkville, IL 60560
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PETITIONER DEPOSIT ACCOUNT FUND:

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

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: JORDAN GASH	COMPANY: RESTORE CHURCH
MAILING ADDRESS: 8710 STATE ROUTE 71	
CITY, STATE, ZIP: YORKVILLE, IL 60560	TELEPHONE: 630-450-4679
EMAIL: jordan@restorechurchyorkville.com	FAX:

FINANCIALLY RESPONSIBLE PARTY:

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

JORDAN GASH

President

PRINT NAME

TITLE

SIGNATURE*

7/15/2022

DATE

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

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:

Up to one (1) acre	\$5,000
Over one (1) acre, but less than ten (10) acres	\$10,000
Over ten (10) acres, but less than forty (40) acres	\$15,000
Over forty (40) acres, but less than one hundred (100)	\$20,000
In excess of one hundred (100.00) acres	\$25,000

LEGAL DEPOSITS:

Less than two (2) acres	\$1,000
Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres	\$5,000

Exhibit A

PARCEL 1: 05-03-300-029

Legal Description

27.60 AC TR LYG PT SW ¼ & PT NW ¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC"
PER DOC 17-16528, PG 5) CITY OF YORKVILLE

"THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579.53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 26, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472.59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598.62 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PARCEL 2: 05-03-300-031

Legal Description

.49 AC TR LYG SW ¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 DEGREES WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PARCEL 3: 05-03-300-033

Legal Description

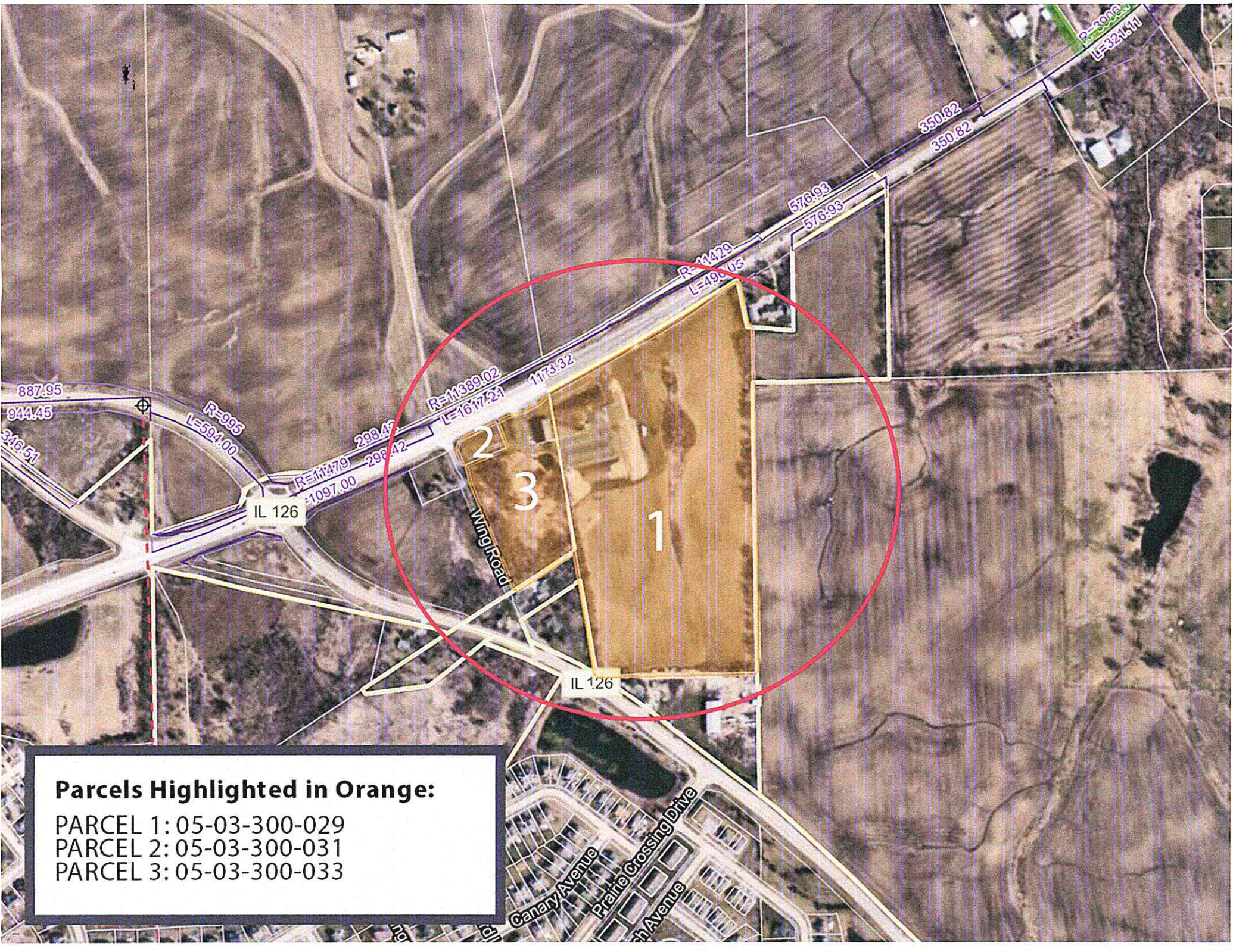
5.40 AC TR LYG SW ¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE 211.0 FEET; THENCE NORTH 21 DEGREES 62 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(Loss and except from Above Parcels 1, 2 & 3 part of the Southwest Quarter and part of the Northwest Quarter of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows with bearings and distances based upon the Illinois State Plane Coordinate System, (Grid) East Zone (NAD-83, 2007 adj.):

Commencing at the southwest corner of said Section 3; thence North 01 degree 35 minutes 30 seconds West 1995.04 feet along the west line of said southwest quarter section to the centerline of Illinois Route 71; thence North 69 degrees 55 minutes 19 seconds East 262.19 feet along said centerline to the point of curvature of a 11,479.05 foot radius curve to the left: thence northeasterly 1163.11 feet along said curve whose chord bears North 67 degrees 01 minutes 09 seconds East 1162.62 feet; thence South 25 degrees 53 minutes 00 seconds East 50.00 feet to the Point of Beginning on the southeasterly right of way line of Illinois Route 71; thence northeasterly 1118.45 feet along said southeasterly right of way line along a 11,529.02 foot radius curve to the left whose chord bears North 61 degrees 20 minutes 15 seconds East 1116.01 feet: thence North 58 degrees 33 minutes 29 seconds East 316.42 feet along said right of way line to the west line of property described in document number 201300024064; thence South 13 degrees 56 minutes 03 seconds East 15.73 feet along said west line; thence

South 58 degrees 33 minutes 29 seconds West 65.67 feet; thence South 56 degrees 13 minutes 50 seconds West 246.22 feet to a non-tangential curve to the right; thence southwesterly 656.26 feet along a 11,554.05 foot radius curve to the right whose chord bears South 60 degrees 11 minutes 25 seconds West 658.17 feet; thence South 50 degrees 42 minutes 49 seconds West 51.33 feet; thence southwesterly 75.56 feet along a 11,564.05 foot radius curve to the right whose chord bears South 62 degrees 15 minutes 33 seconds West 75.56 feet; thence South 73 degrees 52 minutes 10 seconds West 76.98 feet; thence southwesterly 226.37 feet along a 11,549.05 foot radius curve to the right whose chord bears South 63 degrees 22 minutes 56 seconds West 226.37 feet; thence South 15 degrees 56 minutes 14 seconds West 40.32 feet; thence South 23 degrees 05 minutes 13 seconds East 100.12 feet; thence South 10 degrees 56 minutes 42 seconds East 51.74 feet to the easterly right of way line of Wing Road; thence North 22 degrees 56 minutes 26 seconds West 200.26 feet along said right of way line to the Point of Beginning.)



Parcels Highlighted in Orange:

PARCEL 1: 05-03-300-029

PARCEL 2: 05-03-300-031

PARCEL 3: 05-03-300-033

Exhibit B

05-03-200-023

OWNER: WALLIS, STEVEN J, WEILAND, MARGARET
OWNER ADDRESS: 8614 RTE 71
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8614 RTE 71
YORKVILLE, IL 60560

05-03-200-024

OWNER: CLASSIC INVESTMENTS LLC
OWNER ADDRESS: 640 B RANCE RD
OSWEGO, IL 60543

05-03-300-006

OWNER: KLER PROPERTIES LLC, % TIM BRUMMERSTEDT
OWNER ADDRESS: 10061 LEGION RD
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8780 ROUTE 126
YORKVILLE, IL 60560

05-03-300-007

OWNER: BIG SKY MANAGEMENT LLC
OWNER ADDRESS: PO BOX 565
SUGAR GROVE, IL 60554
PROPERTY ADDRESS: 8721 ROUTE 126
YORKVILLE, IL 60560

05-03-300-008

OWNER: D'ARCY, TERRANCE
OWNER ADDRESS: 2022 ESSINGTON RD
JOLIET, IL 60435
PROPERTY ADDRESS: 6610 WING RD
YORKVILLE, IL 60560

05-03-300-016

OWNER: KLER PROPERTIES LLC, % TIM BRUMMERSTEDT
OWNER ADDRESS: 10061 LEGION RD
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8720A ROUTE 126
YORKVILLE, IL 60560

05-03-300-029

OWNER: RESTORE CHURCH INC
OWNER ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560

05-03-300-031

OWNER: RESTORE CHURCH INC
OWNER ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560

05-03-300-033

OWNER: RESTORE CHURCH INC
OWNER ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560

05-03-300-034

OWNER: SCOTT & BETH LIMBERG
OWNER ADDRESS: 1627 N 17TH RD
STREATOR, IL 61364
PROPERTY ADDRESS: 1625 WING RD
YORKVILLE, IL 60560

05-03-300-035

OWNER: KLER PROPERTIES LLC
OWNER ADDRESS: 31 W 325 SCHOGER DR
NAPERVILLE, IL 60564

05-03-300-036

OWNER: KLER PROPERTIES LLC
OWNER ADDRESS: 31 W 325 SCHOGER DR
NAPERVILLE, IL 60564

05-03-300-037

OWNER: KLER PROPERTIES LLC, % TIM BRUMMERSTEDT
OWNER ADDRESS: 10061 LEGION RD
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8996 A STAGECOACH TRL
YORKVILLE, IL 60560

05-03-300-038

OWNER: KLER PROPERTIES LLC, % TIM BRUMMERSTEDT
OWNER ADDRESS: 10061 LEGION RD
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8996 B STAGECOACH TRL
YORKVILLE, IL 60560

05-03-300-039

OWNER: CAYCO ENTERPRISES LLC
OWNER ADDRESS: 34 COUNTRYVIEW DR
YORKVILLE, IL, 60560

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

200800016874
Filed for Record in
KENDALL COUNTY, ILLINOIS
RENNETTA S MICKELSON
07-17-2008 At 09:50 am.
ORDINANCE 102.00
RHSP Surcharge 10.00

Ordinance No. 2008- 40

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AND
PLANNED UNIT DEVELOPMENT AGREEMENT
(Windmill Farms)**

WHEREAS, it is prudent and in the best interest of the United City of Yorkville, Kendall County, Illinois, to enter into a certain Annexation and Planned Unit Development Agreement pertaining to the annexation of real estate described on Exhibit A attached thereto and made a part hereof; and,

WHEREAS, said Annexation and Planned Unit Development Agreement has been reviewed, discussed and considered by the City Council; and,

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and,

WHEREAS, the statutory procedures as set forth in 65 ILCS 5/11-15.1-1, pertaining to the approval and execution of annexation and planned unit development agreement have been fully satisfied; and,

WHEREAS, the property is contiguous to the existing boundaries of the City.

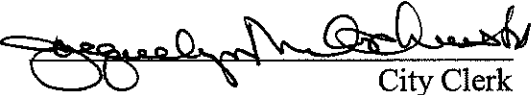
NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville that the City Code of the City of Yorkville be amended as follows:



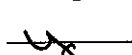

Section 1. The Mayor and City Council hereby approve the Annexation and Planned Unit Development Agreement a copy of which is attached to this Ordinance (the “*Annexation and Planned Unit Development Agreement*”), pertaining to the real estate legally described on *Exhibit A* also attached hereto.

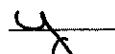
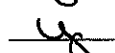

Section 2. The Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, said Annexation and Planned Unit Development Agreement and the Clerk is further directed to file said Annexation and Planned Unit Development Agreement with the Kendall County Recorder’s Office.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 27 day of May, A.D. 2008.


City Clerk

ROBYN SUTCLIFF	
ARDEN JOE PLOCHER	
GARY GOLINSKI	
ROSE SPEARS	

JOSEPH BESCO	
WALLY WERDERICH	
MARTY MUNNS	

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this 27 day of may, A.D. 2008.

Valerie Burd
Mayor

**EXHIBIT A
LEGAL DESCRIPTION**

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00°14'45" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89°50'00" WEST, 684.42 FEET; THENCE NORTH 09°30'00" WEST, 592.27 FEET; THENCE SOUTH 57°33'55" WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21°52'29" WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21°52'29" EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68°07'31" EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21°52'29" WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.39 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 0.6060 ACRE.

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00°14'45" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89°50'00" WEST, 684.42 FEET; THENCE NORTH 09°30'00" WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57°33'55" WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21°52'29" WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68°07'31" EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21°52'29" WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09°30'00" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09°30'00" EAST, ALONG SAID LINE, 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 5.6041 ACRES.

THAT PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE SOUTH 0 DEGREES, 07 MINUTES, 44 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1284.36 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 31 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES, 32 MINUTES, 39 SECONDS WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES, 05 MINUTES, 46 SECONDS WEST, 748.40 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE TIC. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES, 50 MINUTES, 30 SECONDS WEST AT THE LAST DESCRIBED POINT. 627.46; THENCE NORTH 60 DEGREES, 02 MINUTES, 30 SECONDS EAST ALONG SAID CENTER LINE, 332.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 12 DEGREES, 27 MINUTES, 30 SECONDS EAST, 264.0 FEET; THENCE SOUTH 84 DEGREES, 27 MINUTES, 30 SECONDS EAST, 202.0 FEET; THENCE NORTH 0 DEGREES, 47 MINUTES, 30 SECONDS WEST, 423.02 FEET TO SAID CENTER LINE; THENCE SOUTH 60 DEGREES, 02 MINUTES, 30 SECONDS WEST ALONG CENTER LINE, 291.76 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES. 33 MINUTES 27 SECONDS WEST 579.63 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 412.69 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 46 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER WHICH IS 598.62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 08 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID OLD CLAIM LINE 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 51 MINUTES 32 SECONDS WEST, 402.10 FEET; THENCE SOUTH 59 DEGREES 55 MINUTES., 25 SECONDS EAST, 256.51 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 25 SECONDS EAST 355.65 FEET; THENCE NORTH 62 DEGREES 43 MINUTES 29 SECONDS EAST, 853.57 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 40 SECONDS EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL BEARING OF SOUTH 29 DEGREES 23 MINUTES 51 SECONDS WEST AT THE LAST DESCRIBED POINT, 358.41 FEET TO A POINT WHICH IS 151.00 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE AND SAID OLD CLAIM LINE; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 265.70 FEET; THENCE SOUTH 73 DEGREES 54 MINUTES 28 SECONDS WEST, 102.86 FEET; THENCE SOUTH 84 DEGREES 11 MINUTES 54 SECONDS WEST, 280.96 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 55 SECONDS WEST, 24.19 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE 789.92 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

A PERPETUAL EASEMENT FOR THE OPERATION, MAINTENANCE AND USE OF A SEPTIC FIELD FOR THE BENEFIT OF PARCEL ONE HEREINABOVE DESCRIBED, UNDER AND UPON THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE CONTIGUOUS TO PARCEL ONE TO WIT:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL ONE HEREINABOVE DESCRIBED ON THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 47.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NUMBER 126, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 105.0 FEET; THENCE NORTH 32 DEGREES 08 MINUTES 38 SECONDS WEST, 152.18 FEET; THENCE SOUTH 76 DEGREES 09 MINUTES 49 SECONDS EAST, 5.28 PEEP; THENCE SOUTH 70 DEGREES 39 MINUTES 49 SECONDS EAST, 158.65 FEET, TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, ALL IN KENDALL COUNTY ILLINOIS.

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTHERLY ALONG SAD WEST LINE, 1118.27 FEET A POINT OF BEGINNING THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID CLAIM LINE, 941.92 FEET TO A POINT ON A LINE DRAWN SOUTHWESTERLY, PERPENDICULAR TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FROM A POINT ON SAID CENTER LINE WHICH IS 1049.70 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTHEASTERLY TO SAID POINT ON SAID CENTER LINE OF ILLINOIS ROUTE 126 AFORESAID; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE AND TO SAID ROUTE 71 CENTER LINE; THENCE SOUTHWESTERLY ALONG SAID ROUTE 71 CENTER LINE, 30.58 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 78.83 FEET, TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION. 3; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 1925.21 FEET ON THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 58.55 FEET TO THE EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF A.F.A.P. ROUTE 311 (IL ROUTE 71) AND THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 34 MINUTES 00 SECONDS EAST 35.28 FEET ON SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 66 (IL ROUTE 126); THENCE SOUTH 70 DEGREES 08 MINUTES 35 SECONDS EAST 125.66 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 81 DEGREES 09 MINUTES 04 SECONDS WEST 51.85 FEET; THENCE NORTH 76 DEGREES 30 MINUTES 40 SECONDS WEST 103.47 FEET TO THE POINT OF BEGINNING), IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE SOUTHWESTERLY ALONG SAID CLAIM LINE, 188.42 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS

ROUTE 71; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 71, 1411.3 FEET TO THE CENTER LINE EXTENDED NORTHWESTERLY OF THE PUBLIC ROAD RUNNING SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71, COMMONLY KNOWN AS WING ROAD; THENCE SOUTHEASTERLY ALONG THE EXTENDED CENTER LINE AND THE CENTER LINE OF SAID PUBLIC ROAD, BEING ALONG A LINE THAT FORMS AN ANGLE OF 93 DEGREES 25' TO THE RIGHT WITH THE PROLONGATION NORTHEASTERLY OF THE TANGENT TO THE CENTER LINE OF SAID ILLINOIS ROUTE 71 AT THE LAST DESCRIBED POINT, 761 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 79 DEGREES 47' TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE 265.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126 TO THE CENTER LINE OF THE EASTERLY FORK OF THE PUBLIC ROAD AFORESAID WHICH RUNS SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID PUBLIC ROAD TO THE POINT OF BEGINNING; TO THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

GRANTEE HEREBY ASSUMES AND AGREES TO PAY THE UNPAID BALANCE ON THE EXISTING MORTGAGE RECORDED IN BOOK PAGE , THE DEBT SECURED THEREBY AND ALSO HEREBY ASSUMES -THE OBLIGATIONS UNDER THE TERM OF THE INSTRUMENTS CREATING THE LOANS DOCUMENT NO. 79—1053.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE - NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, - 1,995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID CENTER LINE 30.45 FEET TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FOR THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE 230.67 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT AT THE LAST DESCRIPTION POINT, 1,141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD; THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE 761.0 FEET; THENCE SOUTH 58 DEGREES 16 MINUTES 47 SECONDS WEST 265.35 FEET TO SAID ROUTE 126 CENTER LINE; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE BEING ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 2,292.01 FEET WHICH IS TANGENT TO A LINE DRAWN NORTH 72 DEGREES 57 MINUTES 06 SECONDS WEST FROM THE LAST DESCRIBED POINT 147.93 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 49 SECONDS WEST ALONG SAID ROUTE 126 CENTERLINE 850.98 FEET; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTERLINE BEING ALONG A CURVE TO THE RIGHT AND HAVING A RADIUS OF 2,148.79 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 383.53 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36- NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE 261.12 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15,459.20 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE 1141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE 258.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 47 SECONDS WEST 200.0 FEET; THENCE NORTH 21 DEGREES 30 MINUTES 13 SECONDS WEST PARALLEL WITH SAID WING ROAD CENTER LINE 250.0 FEET TO SAID ROUTE 71 CENTER LINE; THENCE NORTHEASTERLY ALONG SAID ROUTE 71 CENTER LINE 200.16 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, (ILLINOIS, AND ALSO EXCEPTING, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83):

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE NORTH 01 DEGREE 35 MINUTES 30 SECONDS WEST, 1,995.04 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 71; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 31.52 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING FROM THE POINT OF BEGINNING; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 230.66 FEET ALONG SAID CENTERLINE; THENCE NORTHEASTERLY, 940.56 FEET ALONG AN 11,479.02 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 67 DEGREES 34 MINUTES 29 SECONDS EAST, 940.31 FEET; THENCE SOUTH 22 DEGREES 56 MINUTES 31 SECONDS EAST, 60.03 FEET; THENCE SOUTHWESTERLY, 418.10 FEET ON AN 11,539.02 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 66 DEGREES 16 MINUTES 29 SECONDS WEST, 418.08 FEET; THENCE SOUTH 59 DEGREES 24 MINUTES 09 SECONDS WEST, 71.10 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 24 SECONDS WEST, 60.52 FEET; THENCE SOUTHEASTERLY, 570.87 FEET ON AN 675.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 55 DEGREES 22 MINUTES 46 SECONDS EAST, 560.80 FEET; THENCE SOUTH 74 DEGREES 04 MINUTES 13 SECONDS EAST, 274.41 FEET; THENCE SOUTH 64 DEGREES 05 MINUTES 29 SECONDS EAST, 35.85 FEET; THENCE SOUTH 55 DEGREES 49 MINUTES 00 SECONDS WEST, 64.56 FEET TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 126; THENCE NORTHWESTERLY, 162.08 FEET ON SAID CENTERLINE BEING A 2,291.64 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 76 DEGREES 16 MINUTES 12 SECONDS WEST, 162.05 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 46 SECONDS WEST, 357.37 FEET ON SAID CENTERLINE; THENCE NORTH 53 DEGREES 52 MINUTES 46 SECONDS WEST, 96.76 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF IL 126; THENCE NORTHWESTERLY, 297.03 FEET ON A 990.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 45 DEGREES 17 MINUTES 03 SECONDS WEST, 295.92 FEET; THENCE NORTH 36 DEGREES 39 MINUTES 21 SECONDS WEST, 23.77 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 36 SECONDS WEST, 64.74 FEET; THENCE SOUTH 69 DEGREES 03

MINUTES 36 SECONDS WEST, 100.61 FEET; THENCE SOUTH 69 DEGREES 55 MINUTES 52 SECONDS WEST, 149.98 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID IL 71; THENCE SOUTH 65 DEGREES 32 MINUTES 40 SECONDS WEST, 113.94 FEET TO THE CENTERLINE OF SAID IL 126; THENCE NORTHWESTERLY, 119.55 FEET ON SAID CENTERLINE BEING A 2,170.59 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 69 DEGREES 20 MINUTES 17 SECONDS WEST, 119.54 FEET TO THE POINT OF BEGINNING.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 07°44' EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1236.84 FEET TO A POINT ON SAID EAST LINE WHICH IS 1284.36 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°47'31" WEST, 684.42 FEET; THENCE NORTH 09°32'39" WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD 88 ON PAGE 399, FOR THE POINT OF BEGINNING; THENCE SOUTH 57°58'56" WEST ALONG THE SOUTHERLY LINE OF SAID BOYD TRACT AND SAID SOUTHERLY LINE EXTENDED 352.89 FEET TO THE CENTER LINE OF WING ROAD; THENCE SOUTH 21°28'35" EAST ALONG SAID CENTERLINE 131.00 FEET; THENCE NORTH 57°58'56" EAST PARALLEL WITH SAID SOUTHERLY LINE 323.58 FEET TO A POINT WHICH IS SOUTH 09°32'39" EAST, 139.37 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 09°32'39" WEST, 139.37 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE EASTERLY ALONG SAID CENTER LINE 32.2 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126, 1049.7 FEET FOR THE POINT, OF BEGINNING; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE, 339.9 FEET TO AN OLD CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID OLD CLAIM LINE WHICH MAKES AN ANGLE OF 44°21' (MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE) 468.6 FEET TO THE CENTER LINE OF SAID ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE 328.1 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS. EXCEPT THEREFROM THE BELOW DESCRIBED PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83):

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 01 DEGREE 35 MINUTES 30 SECONDS WEST, 1,995.04 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE 'CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 71; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 31.52 FEET ALONG SAID CENTERLINE TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 126; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, 399.15 FEET ALONG A 2,170.59 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 73 DEGREES 01 MINUTE 41 SECONDS EAST, 398.58 FEET THENCE SOUTH 78 DEGREES 17 MINUTES 46 SECONDS EAST, 649.36 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE SOUTH 78° DEGREES 17 MINUTES 46 SECONDS EAST, 172.16 FEET ALONG SAID CENTERLINE; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, 162.08 FEET ALONG A 2,291.64 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 76 DEGREES 16 MINUTES 12 SECONDS EAST, 162.05 FEET; THENCE SOUTH 56 DEGREES 32 MINUTES 11 SECONDS WEST, 65.63 FEET; THENCE NORTH 74 DEGREES 04 MINUTES 13 SECONDS WEST, 5.13 FEET; THENCE NORTH 65 DEGREES 29 MINUTES 14 SECONDS WEST, 50.57 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF IL 126; THENCE NORTHWESTERLY, 61.11 FEET ON SAID RIGHT OF WAY LINE BEING ON A 2,251.64 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 77 DEGREES 31 MINUTES 09 SECONDS WEST, 61.11 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 46 SECONDS WEST, 172.27 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 11 DEGREES 52 MINUTES 19 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.297 ACRE MORE OR LESS, OF WHICH 0.290 ACRE, MORE OR LESS, IS LYING WITHIN PUBLIC ROAD RIGHT OF WAY, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS, HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE.

1

WHEREAS, OWNER/DEVELOPER desires to annex into the CITY the PROPERTY described in the attached Exhibit "A-1" and depicted in the Annexation Plat which is attached hereto and incorporated herein as Exhibit "B" The CITY Plan Commission has considered the Petition to Annex and Zone and positively recommended the same and the City Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNER/DEVELOPER; and

WHEREAS, with certain limitations, the CITY agrees to allow the real property described in the attached Exhibit "A" to be zoned for Planned Unit Development (PUD) allowing uses permitted within the B-3 Service Business District on a maximum of thirty-five (35) acres located on the East Parcel as depicted on the Concept PUD Plan prepared by Schoppe Design Associates, Inc. and dated revision 17, May 8, 2008; and, the CITY agrees to allow uses permitted within the B-3 Service Business District for the real property described in Exhibit "C" on a maximum of twenty-one (21) acres located on the West Parcel; and the CITY agrees to allow uses permitted within the R-4 General Residence District for the real property described in the attached Exhibit "D" on a maximum of two (2) acres of the real property allowing an age-restricted age fifty-five and over single story townhomes; and the area located south of the B-3 and immediately east of the aforementioned age restricted area allowing a multi-story assisted living facility consisting of approximately three and one-half (3 ½) acres with a minimum of ninety-nine (99) assisted living units allowed on the West Parcel as depicted on the Schoppe Design Associates, Inc. Concept PUD Plan (Exhibit "E"), and

WHEREAS, the City's Comprehensive Plan, Design Guidelines identifies Illinois State Route 71 and Illinois State Route 126 as 'Gateway Corridors'; and

WHEREAS, all parties to this Agreement desire to set forth certain terms and conditions upon which the land heretofore described will be annexed to the CITY in an orderly manner; and

WHEREAS, OWNER/DEVELOPER and its representatives have discussed the proposed annexation and have held a Public Hearing with the Plan Commission, and The City Council, prior to the execution hereof, duly published and held a public hearing was held to consider this Agreement in front of the City Council, as required by the statutes of the State of Illinois in such case made; and

WHEREAS, in accordance with the powers granted to the CITY by the provisions of 65 ILCS 5/11-15.1-1 through 5/11-15.1-5 (2006), inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding agreement with respect to the annexation and zoning of the subject Property and to provide for various other matters related directly or indirectly to the annexation of the Property in the future, as authorized by, the provisions of said statutes; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the CITY have taken all further action required by the provisions of 65 ILCS 5/11-15.1.3 (2006) and the ordinances of the CITY relating to the

procedure for the authorization, approval and execution of this Annexation/Planned Unit Development Agreement by the CITY.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree, under the terms and authority provided in 65 ILCS 5/11-15.1-1 through 65 ILCS 5/11-15.1-5 (2006), as follows:

1. ANNEXATION AND ZONING.

- A. The CITY shall adopt an ordinance annexing to the City all of the real property described herein in the attached Exhibit "A-1"; furthermore, the City shall adopt an ordinance zoning the real property designated in the attached Exhibit "A" to PUD subject to all of the terms of this Agreement and as follows:
 - i. The real property described in Exhibit "C" is allowed uses permitted within the B-3 Service Business Zoning District subject to the alterations described by Exhibit "C-1". Said alterations include the removal of several uses as well as the allowance for one (1) bank, one (1) daycare and one (1) gasoline filling station/gas station as depicted on the Concept PUD Plan (Exhibit "E").
 - ii. The real property described in Exhibit "D" is allowed uses permitted within the R-4 General Residence Zoning District.

2. SITE DEVELOPMENT

A. OWNER/DEVELOPER shall develop the subject property including the preservation of open space, protection of the existing evergreen tree line on the west boundary of the West Parcel, and installation of a trail system, stormwater management facilities and roadway access points in general conformity with the Planned Unit Development Concept Plan dated May 8, 2008, prepared by Schoppe Design Associates, Inc. and which is attached hereto and incorporated by reference as Exhibit "E".

B. OWNER/DEVELOPER shall be responsible for providing landscaping, in conformance with CITY standards along all perimeter boundaries of the subject property.

C. OWNER/DEVELOPER shall establish the landscape buffer along Illinois State Route 71 and Illinois State Route 126 outside of the proposed Right-of-Way expansion line of the Illinois Department of Transportation. Said buffer shall be a minimum of 25 feet in width.

D. OWNER/DEVELOPER shall incorporate and apply all 'Site Planning Principles' as defined by the CITY's "Comprehensive Land Use Plan Update Southern Study Area" Design Guidelines a copy of which sections are attached in Exhibit "F" hereto and made

a part hereof.

E. OWNER/DEVELOPER shall relocate the existing overhead utility lines along the Illinois State Route 71 and Illinois State Route 126 frontage of the Subject Real Property prior to issuance of any building permit for the property. Said relocation shall include obtaining any and all necessary permits and approvals for the utility relocation and OWNER/DEVELOPER shall be responsible for all costs associated with said relocation.

F. OWNER/DEVELOPER agrees to provide a cross-access easement allowing all adjacent properties to access to and across the commercial portions of subject PROPERTY as described by Exhibit "C" at the time of Final Plat of Subdivision.

G. OWNER/DEVELOPER agrees to construct and fund the trail depicted on the Concept PUD Plan (Exhibit "E") at time of Final Plat of Subdivision.

H. OWNER/DEVELOPER agrees that in all respects, the subject PROPERTY shall be developed in conformance with the terms and conditions of the Yorkville Zoning Ordinance, Subdivision Control Ordinance, Stormwater, and all other applicable Ordinances.

I. OWNER/DEVELOPER, and successors, heirs, and assigns hereby agree that prior to development taking place on the PROPERTY, a site development plan shall be submitted along with approval of Preliminary Plat of Subdivision and Preliminary Engineering as well as Final Plats of Subdivision and Final Engineering prior to OWNER/DEVELOPER commencing construction on said PROPERTY.

J. The OWNER shall construct off-site right-of-way improvements within the Raintree Village subdivision to provide connection to infrastructure on Hampton Lane. The location of the said infrastructure shall be consistent with the location and typical pavement section depicted on Exhibit "G" of this Agreement.

K. OWNER agrees within 45 days of a written request from the CITY, which includes legal descriptions and exhibits as necessary, the OWNER/DEVELOPER shall grant permanent and temporary construction easements as necessary for the construction of extension of City utilities and appurtenances and/or other utilities to serve the subject property and other properties within the City of Yorkville.

L. Owner agrees within 45 days of a written request from the United City of Yorkville, which includes legal descriptions and exhibits as necessary, the OWNER/DEVELOPER shall convey by Warranty Deed, fee simple title of future highway or road right of way to the State of Illinois, Kendall County or the United City of Yorkville as necessary, regardless of whether or not these right of way needs have been previously identified in this agreement. Such request for conveyance of right of way shall have no impact on any previously entitled land development density.

3. CITY'S AGREEMENTS.

A.

- (i) The CITY agrees that as to any of the non-residential use and zoning classification parcels, OWNER/DEVELOPER has no obligation to pay School Transition Fees or School-Park Land-Cash Fees.
- (ii) The OWNER/DEVELOPER shall pay Land-Cash Fees for schools and parks at the time of Building Permit Application. For each dwelling unit all fees listed on attached Exhibit "H" shall be charged and paid likewise at the time of application for each respective building permit. The amounts listed in Exhibit "H" will remain for a period of 5 years commencing on the date of this Agreement. Following said five (5) year period, the OWNER/DEVELOPER shall be responsible to pay said fees at a rate currently required by the CITY.

B. OWNER/DEVELOPER shall be required by THE UNITED CITY OF YORKVILLE to hook-on to the City Water at the time of improving the subject property, and shall be responsible for the cost of main extensions to the PROPERTY if said mains do not touch the PROPERTY.

C. Upon annexation to the CITY, the OWNER/DEVELOPER will receive police protection, 911 service, , and all services as provided by CITY to its property owners and residents.

D. The CITY will require the OWNER/DEVELOPER to annex to Yorkville Bristol Sanitary District prior to the time of applying for a building permit seeking to hook up to the Sanitary District and the CITY Sanitary Sewer System. The OWNER/DEVELOPER shall be responsible for the cost of utility extensions to the PROPERTY if said utilities do not touch the PROPERTY.

E. CITY will use its best efforts to support issuance of a highway access permit by IDOT to the CITY and OWNER/DEVELOPER permitting access cuts onto Illinois State Routes 126 and 71 at the approximate locations shown on the Preliminary PUD Conceptual Plan as prepared by Shoppe Design Associates, Inc. and dated January 30, 2008.

4. RIGHTS AND OBLIGATIONS OF SUCCESSORS AND ASSIGNS.

It is specifically understood and agreed that OWNER/DEVELOPER and its successors and assigns shall have the right to sell transfer, mortgage and assign all or any part of the

subject property and the improvements thereon to other persons, trusts, partnerships, firms, or corporations, for investment, building, financing, developing and all such purposes, and that said persons, trusts, partnerships, firms, or corporations shall be entitled to the same rights and privileges and shall have the same obligations as OWNER/DEVELOPER under this Agreement and upon such transfer, the obligations pertaining to the property transferred or sold shall be the sole obligations of the transferee, except for any performance bonds or guaranties posted by OWNER/DEVELOPER on any subdivided or unimproved property for which an acceptable substitute performance bond or letter of credit has not been submitted to the CITY.

5. DORMANT SPECIAL SERVICE AREA and PROPERTY OWNER ASSOCIATION

Owner/Developer agrees to incorporate covenants into the final subdivision plat that provide for the formulation of a Property Owners Association to be responsible to maintain all common facilities, including, but not limited to, private common areas, detention ponds, perimeter landscaping features and entrance signage within the Subject Realty.

Owner/Developer agrees to the City enacting at the time of final plat approval, or anytime thereafter, a Dormant Special Service Area (DSSA) to act as a back up in the event that the Property Owners' Association fails to maintain the Common Facilities, including, but not limited to, private common areas, detention ponds, perimeter landscaping features and entrance signage within the Subject Realty. Owner/Developer agrees to execute any and all documentation necessary or proper to create the Dormant Special Service Area and pay any and all fees, including legal expenses, for the preparation and approval of said documentation.

6. TIME OF THE ESSENCE.

It is understood and agreed by the parties hereto that time is of the essence of this Agreement and that all of the parties will make every reasonable effort, to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this Agreement requires their continued cooperation.

7. COVENANTS AND AGREEMENTS.

The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, including the CITY, its corporate authorities and their successors in office, and is enforceable by order of the court pursuant to its provisions and the applicable statutes of the State of Illinois.

8. BINDING EFFECT AND TERM.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and owners of record of land which is the subject of this Agreement, assignee, lessees, and upon any successor municipal authorities of said city, so long as development is commenced within a period of twenty years from the date of execution of this Agreement by the CITY.

9. NOTICE.

Any notices required hereunder shall be in writing and shall be served upon any other party in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the CITY:

City Clerk
800 Game Farm Road
Yorkville, IL 60560

With a copy to:

Kathleen Field Orr
800 Game Farm Road
Yorkville, IL 60560

To OWNER/DEVELOPER:

Jake Land Group, LLC
c/o 25615 Plantation Road
Plainfield, IL 60544

With a copy to:

Tony Perino
608 Lookery Ln.
Joliet, IL 60431

And with a copy to:

Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560

or to such other addresses as any party may from time to time designate in a written notice to the other parties.

10. ENFORCEABILITY.

This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

In the event any portion of said agreement becomes unenforceable due to any change in Illinois Compiled Statutes or court decisions, said unenforceable portion of this Agreement shall be excised here from and the remaining portions thereof shall remain in full force and effect.

11. ENACTMENT OF ORDINANCES.

The CITY agrees to adopt any ordinances which are required to give legal effect to the matters contained in this Agreement or to correct any technical defects which may arise after the execution of this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of May, 2008.

UNITED CITY OF YORKVILLE

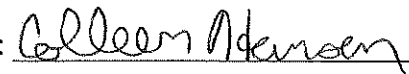
By: Valerie Burd
Valerie Burd, Mayor

Attest: [Signature]
City Clerk

JAKE LAND GROUP, LLC

OWNER/DEVELOPER:

By:  MEMBER

Attest:  Adams

Prepared by and Return to:

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

EXHIBIT LIST

Exhibit “A”	Legal Description – Subject Property
Exhibit “A-1”	Unincorporated Portion of Subject Property – Legal Description
Exhibit “A-2”	City of Yorkville Portion of Subject Property – Legal Description
Exhibit “B”	Annexation Plat
Exhibit “C”	B-3 Service Business District – Legal Description
Exhibit “C-1”	B-3 Service Business District Allowable Uses
Exhibit “D”	R-4 General Residence District – Legal Description
Exhibit “E”	Concept PUD Plan - Schoppe Design Associates Plan dated May 8, 2008
Exhibit “F”	Design Guidelines of the Comprehensive Land Use Plan Update Southern Study Area
Exhibit “G”	Offsite Infrastructure Improvements – Raintree Village/Hampton Lane Connection
Exhibit “H”	Fee Schedule

**EXHIBIT A
LEGAL DESCRIPTION**

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH $00^{\circ}14'45''$ EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH $89^{\circ}50'00''$ WEST, 684.42 FEET; THENCE NORTH $09^{\circ}30'00''$ WEST, 592.27 FEET; THENCE SOUTH $57^{\circ}33'55''$ WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH $21^{\circ}52'29''$ WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH $21^{\circ}52'29''$ EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH $68^{\circ}07'31''$ EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH $21^{\circ}52'29''$ WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.39 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 0.6060 ACRE.

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH $00^{\circ}14'45''$ EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH $89^{\circ}50'00''$ WEST, 684.42 FEET; THENCE NORTH $09^{\circ}30'00''$ WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH $57^{\circ}33'55''$ WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH $21^{\circ}52'29''$ WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH $68^{\circ}07'31''$ EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH $21^{\circ}52'29''$ WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH $09^{\circ}30'00''$ WEST FROM THE POINT OF BEGINNING; THENCE SOUTH $09^{\circ}30'00''$ EAST, ALONG SAID LINE, 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 5.6041 ACRES.

THAT PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE SOUTH 0 DEGREES, 07 MINUTES, 44 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1284.36 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 31 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES, 32 MINUTES, 39 SECONDS WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES, 05 MINUTES, 46 SECONDS WEST, 748.40 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE TIC. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES, 50 MINUTES, 30 SECONDS WEST AT THE LAST DESCRIBED POINT. 627.46; THENCE NORTH 60 DEGREES, 02 MINUTES, 30 SECONDS EAST ALONG SAID CENTER LINE, 332.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 12 DEGREES, 27 MINUTES, 30 SECONDS EAST, 264.0 FEET; THENCE SOUTH 84 DEGREES, 27 MINUTES, 30 SECONDS EAST, 202.0 FEET; THENCE NORTH 0 DEGREES, 47 MINUTES, 30 SECONDS WEST, 423.02 FEET TO SAID CENTER LINE; THENCE SOUTH 60 DEGREES, 02 MINUTES, 30 SECONDS WEST ALONG CENTER LINE, 291.76 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579.63 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 412.69 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 46 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER WHICH IS 598.62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 08 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID OLD CLAIM LINE 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 51 MINUTES 32 SECONDS WEST, 402.10 FEET; THENCE SOUTH 59 DEGREES 55 MINUTES, 25 SECONDS EAST, 256.51 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 25 SECONDS EAST 355.65 FEET; THENCE NORTH 62 DEGREES 43 MINUTES 29 SECONDS EAST, 853.57 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 40 SECONDS EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL BEARING OF SOUTH 29 DEGREES 23 MINUTES 51 SECONDS WEST AT THE LAST DESCRIBED POINT, 358.41 FEET TO A POINT WHICH IS 151.00 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE AND SAID OLD CLAIM LINE; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 265.70 FEET; THENCE SOUTH 73 DEGREES 54 MINUTES 28 SECONDS WEST, 102.86 FEET; THENCE SOUTH 84 DEGREES 11 MINUTES 54 SECONDS WEST, 280.96 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 55 SECONDS WEST, 24.19 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE 789.92 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

A PERPETUAL EASEMENT FOR THE OPERATION, MAINTENANCE AND USE OF A SEPTIC FIELD FOR THE BENEFIT OF PARCEL ONE HEREINABOVE DESCRIBED, UNDER AND UPON THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE CONTIGUOUS TO PARCEL ONE TO WIT:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL ONE HEREINABOVE DESCRIBED ON THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 47.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NUMBER 126, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 105.0 FEET; THENCE NORTH 32 DEGREES 08 MINUTES 38 SECONDS WEST, 152.18 FEET; THENCE SOUTH 76 DEGREES 09 MINUTES 49 SECONDS EAST, 5.28 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 49 SECONDS EAST, 158.65 FEET, TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, ALL IN KENDALL COUNTY ILLINOIS.

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET A POINT OF BEGINNING THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID CLAIM LINE, 941.92 FEET TO A POINT ON A LINE DRAWN SOUTHWESTERLY, PERPENDICULAR TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FROM A POINT ON SAID CENTER LINE WHICH IS 1049.70 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTHEASTERLY TO SAID POINT ON SAID CENTER LINE OF ILLINOIS ROUTE 126 AFORESAID; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE AND TO SAID ROUTE 71 CENTER LINE; THENCE SOUTHWESTERLY ALONG SAID ROUTE 71 CENTER LINE, 30.58 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 78.83 FEET, TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION. 3; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 1925.21 FEET ON THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 58.55 FEET TO THE EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF A.F.A.P. ROUTE 311 (IL ROUTE 71) AND THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 34 MINUTES 00 SECONDS EAST 35.28 FEET ON SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 66 (IL ROUTE 126); THENCE SOUTH 70 DEGREES 08 MINUTES 35 SECONDS EAST 125.66 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 81 DEGREES 09 MINUTES 04 SECONDS WEST 51.85 FEET; THENCE NORTH 76 DEGREES 30 MINUTES 40 SECONDS WEST 103.47 FEET TO THE POINT OF BEGINNING), IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE SOUTHWESTERLY ALONG SAID CLAIM LINE, 188.42 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS

ROUTE 71; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 71, 1411.3 FEET TO THE CENTER LINE EXTENDED NORTHWESTERLY OF THE PUBLIC ROAD RUNNING SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71, COMMONLY KNOWN AS WING ROAD; THENCE SOUTHEASTERLY ALONG THE EXTENDED CENTER LINE AND THE CENTER LINE OF SAID PUBLIC ROAD, BEING ALONG A LINE THAT FORMS AN ANGLE OF 93 DEGREES 25' TO THE RIGHT WITH THE PROLONGATION NORTHEASTERLY OF THE TANGENT TO THE CENTER LINE OF SAID ILLINOIS ROUTE 71 AT THE LAST DESCRIBED POINT, 761 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 79 DEGREES 47' TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE 265.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126 TO THE CENTER LINE OF THE EASTERLY FORK OF THE PUBLIC ROAD AFORESAID WHICH RUNS SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID PUBLIC ROAD TO THE POINT OF BEGINNING; TO THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

GRANTEE HEREBY ASSUMES AND AGREES TO PAY THE UNPAID BALANCE ON THE EXISTING MORTGAGE RECORDED IN BOOK PAGE , THE DEBT SECURED THEREBY AND ALSO HEREBY ASSUMES -THE OBLIGATIONS UNDER THE TERM OF THE INSTRUMENTS CREATING THE LOANS DOCUMENT NO. 79—1053.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE - NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, - 1,995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID CENTER LINE 30.45 FEET TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FOR THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE 230.67 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT AT THE LAST DESCRIPTION POINT, 1,141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD; THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE 761.0 FEET; THENCE SOUTH 58 DEGREES 16 MINUTES 47 SECONDS WEST 265.35 FEET TO SAID ROUTE 126 CENTER LINE; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE BEING ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 2,292.01 FEET WHICH IS TANGENT TO A LINE DRAWN NORTH 72 DEGREES 57 MINUTES 06 SECONDS WEST FROM THE LAST DESCRIBED POINT 147.93 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 49 SECONDS WEST ALONG SAID ROUTE 126 CENTERLINE 850.98 FEET; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTERLINE BEING ALONG A CURVE TO THE RIGHT AND HAVING A RADIUS OF 2,148.79 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 383.53 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36- NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE 261.12 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15,459.20 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE 1141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE 258.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 47 SECONDS WEST 200.0 FEET; THENCE NORTH 21 DEGREES 30 MINUTES 13 SECONDS WEST PARALLEL WITH SAID WING ROAD CENTER LINE 250.0 FEET TO SAID ROUTE 71 CENTER LINE; THENCE NORTHEASTERLY ALONG SAID ROUTE 71 CENTER LINE 200.16 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, (ILLINOIS, AND ALSO EXCEPTING, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83): COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE NORTH 01 DEGREE 35 MINUTES 30 SECONDS WEST, 1,995.04 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 71; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 31.52 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING FROM THE POINT OF BEGINNING; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 230.66 FEET ALONG SAID CENTERLINE; THENCE NORTHEASTERLY, 940.56 FEET ALONG AN 11,479.02 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 67 DEGREES 34 MINUTES 29 SECONDS EAST, 940.31 FEET; THENCE SOUTH 22 DEGREES 56 MINUTES 31 SECONDS EAST, 60.03 FEET; THENCE SOUTHWESTERLY, 418.10 FEET ON AN 11,539.02 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 66 DEGREES 16 MINUTES 29 SECONDS WEST, 418.08 FEET; THENCE SOUTH 59 DEGREES 24 MINUTES 09 SECONDS WEST, 71.10 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 24 SECONDS WEST, 60.52 FEET; THENCE SOUTHEASTERLY, 570.87 FEET ON AN 675.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 55 DEGREES 22 MINUTES 46 SECONDS EAST, 560.80 FEET; THENCE SOUTH 74 DEGREES 04 MINUTES 13 SECONDS EAST, 274.41 FEET; THENCE SOUTH 64 DEGREES 05 MINUTES 29 SECONDS EAST, 35.85 FEET; THENCE SOUTH 55 DEGREES 49 MINUTES 00 SECONDS WEST, 64.56 FEET TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 126; THENCE NORTHWESTERLY, 162.08 FEET ON SAID CENTERLINE BEING A 2,291.64 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 76 DEGREES 16 MINUTES 12 SECONDS WEST, 162.05 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 46 SECONDS WEST, 357.37 FEET ON SAID CENTERLINE; THENCE NORTH 53 DEGREES 52 MINUTES 46 SECONDS WEST, 96.76 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF IL 126; THENCE NORTHWESTERLY, 297.03 FEET ON A 990.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 45 DEGREES 17 MINUTES 03 SECONDS WEST, 295.92 FEET; THENCE NORTH 36 DEGREES 39 MINUTES 21 SECONDS WEST, 23.77 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 36 SECONDS WEST, 64.74 FEET; THENCE SOUTH 69 DEGREES 03

MINUTES 36 SECONDS WEST, 100.61 FEET; THENCE SOUTH 69 DEGREES 55 MINUTES 52 SECONDS WEST, 149.98 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID IL 71; THENCE SOUTH 65 DEGREES 32 MINUTES 40 SECONDS WEST, 113.94 FEET TO THE CENTERLINE OF SAID IL 126; THENCE NORTHWESTERLY, 119.55 FEET ON SAID CENTERLINE BEING A 2,170.59 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 69 DEGREES 20 MINUTES 17 SECONDS WEST, 119.54 FEET TO THE POINT OF BEGINNING.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 07°44' EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1236.84 FEET TO A POINT ON SAID EAST LINE WHICH IS 1284.36 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°47'31" WEST, 684.42 FEET; THENCE NORTH 09°32'39" WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD 88 ON PAGE 399, FOR THE POINT OF BEGINNING; THENCE SOUTH 57°58'56" WEST ALONG THE SOUTHERLY LINE OF SAID BOYD TRACT AND SAID SOUTHERLY LINE EXTENDED 352.89 FEET TO THE CENTER LINE OF WING ROAD; THENCE SOUTH 21°28'35" EAST ALONG SAID CENTERLINE 131.00 FEET; THENCE NORTH 57°58'56" EAST PARALLEL WITH SAID SOUTHERLY LINE 323.58 FEET TO A POINT WHICH IS SOUTH 09°32'39" EAST, 139.37 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 09°32'39" WEST, 139.37 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 7L; THENCE EASTERLY ALONG SAID CENTER LINE 32.2 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126, 1049.7 FEET FOR THE POINT, OF BEGINNING; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE, 339.9 FEET TO AN OLD CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID OLD CLAIM LINE WHICH MAKES AN ANGLE OF 44°21' (MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE) 468.6 FEET TO THE CENTER LINE OF SAID ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE 328.1 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS. EXCEPT THEREFROM THE BELOW DESCRIBED PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83):

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 01 DEGREE 35 MINUTES 30 SECONDS WEST, 1,995.04 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 71; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 31.52 FEET ALONG SAID CENTERLINE TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 126; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, 399.15 FEET ALONG A 2,170.59 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 73 DEGREES 01 MINUTE 41 SECONDS EAST, 398.58 FEET THENCE SOUTH 78 DEGREES 17 MINUTES 46 SECONDS EAST, 649.36 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE SOUTH 78 DEGREES 17 MINUTES 46 SECONDS EAST, 172.16 FEET ALONG SAID CENTERLINE; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, 162.08 FEET ALONG A 2,291.64 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 76 DEGREES 16 MINUTES 12 SECONDS EAST, 162.05 FEET; THENCE SOUTH 56 DEGREES 32 MINUTES 11 SECONDS WEST, 65.63 FEET; THENCE NORTH 74 DEGREES 04 MINUTES 13 SECONDS WEST, 5.13 FEET; THENCE NORTH 65 DEGREES 29 MINUTES 14 SECONDS WEST, 50.57 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF IL 126; THENCE NORTHWESTERLY, 61.11 FEET ON SAID RIGHT OF WAY LINE BEING ON A 2,251.64 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 77 DEGREES 31 MINUTES 09 SECONDS WEST, 61.11 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 46 SECONDS WEST, 172.27 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 11 DEGREES 52 MINUTES 19 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.297 ACRE MORE OR LESS, OF WHICH 0.290 ACRE, MORE OR LESS, IS LYING WITHIN PUBLIC ROAD RIGHT OF WAY, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS, HEREBY RELEASING AND WAVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE.

EXHIBIT A-1

PARCEL "B" DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 7 MINUTES 44 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1,236.84 FEET TO A POINT ON SAID EAST LINE WHICH IS 1284.36 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 47 MINUTES 31 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 32 MINUTES 39 SECONDS WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD 88 ON PAGE 399 FOR THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 58 MINUTES 56 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BOYD TRACT AND SAID SOUTHERLY LINE EXTENDED 352.89 FEET TO THE CENTER LINE OF WING ROAD; THENCE SOUTH 21 DEGREES 28 MINUTES 35 SECONDS EAST ALONG SAID CENTER LINE 131.0 FEET; THENCE NORTH 57 DEGREES 58 MINUTES 56 SECONDS EAST PARALLEL WITH SAID SOUTHERLY LINE 323.58 FEET TO A POINT WHICH IS SOUTH 09 DEGREES 32 MINUTES 39 SECONDS EAST, 139.37 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 09 DEGREES 32 MINUTES 39 SECONDS WEST, 139.37 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

PARCEL "D" DESCRIPTION

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 1,284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST, 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST, 579.53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT, 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT, 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST, 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST, 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST, 423.02

EXHIBIT A-1

FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 472.59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER WHICH IS 598.62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE, 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE, 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE, 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST, 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL "E" DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 08 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID OLD CLAIM LINE, 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 51 MINUTES 32 SECONDS WEST, 402.10 FEET; THENCE SOUTH 59 DEGREES 25 MINUTES 54 SECONDS EAST, 256.51 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 25 SECONDS EAST, 355.65 FEET; THENCE NORTH 62 DEGREES 43 MINUTES 29 SECONDS EAST, 853.57 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 40 SECONDS EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,292.01 FEET AND A RADIAL BEARING OF SOUTH 29 DEGREES 23 MINUTES 51 SECONDS WEST AT THE LAST DESCRIBED POINT, 358.41 FEET TO A POINT WHICH IS 151.00 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE AND SAID OLD CLAIM LINE; THENCE SOUTH 45 DEGREES 05 MINUTE 49 SECONDS WEST, 265.70 FEET; THENCE SOUTH 73 DEGREES 54 MINUTES 28 SECONDS WEST, 102.86 FEET; THENCE SOUTH 84 DEGREES 11 MINUTES 54 SECONDS WEST, 280.96 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 55 SECONDS WEST, 24.19 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE, 789.92 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXHIBIT A-1

PARCEL "F" DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET FOR A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID CLAIM LINE, 941.92 FEET TO A POINT ON A LINE DRAWN SOUTHWESTERLY, PERPENDICULAR TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FROM A POINT ON SAID CENTER LINE WHICH IS 1,049.70 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF ILLINOIS STATE ROUTE 71, THENCE NORTHEASTERLY TO SAID POINT ON SAID CENTER LINE OF ILLINOIS ROUTE 126 AFORESAID; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE AND TO SAID ROUTE 71 CENTER LINE; THENCE SOUTHWESTERLY ALONG SAID ROUTE 71 CENTER LINE, 30.58 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 78.83 FEET, TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 1,925.21 FEET ON THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS EAST, 58.55 FEET TO THE EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF A F.A.P. ROUTE 311 (IL ROUTE 71) AND THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 34 MINUTES 00 SECONDS EAST, 35.28 FEET ON SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 66 (IL ROUTE 126); THENCE SOUTH 70 DEGREES 08 MINUTES 35 SECONDS EAST, 125.66 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 81 DEGREES 09 MINUTES 04 SECONDS WEST, 51.85 FEET; THENCE NORTH 76 DEGREES 30 MINUTES 40 SECONDS WEST, 103.47 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL "G" DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

EXHIBIT A-1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WEST LINE, 1,118.27 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE SOUTHWESTERLY ALONG SAID CLAIM LINE, 188.42 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL "J" DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 71, A DISTANCE OF 1411.3 FEET TO THE CENTER LINE EXTENDED NORTHWESTERLY OF THE PUBLIC ROAD RUNNING SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71, COMMONLY KNOWN AS WING ROAD; THENCE SOUTHEASTERLY ALONG THE EXTENDED CENTER LINE AND THE CENTER LINE OF SAID PUBLIC ROAD, BEING ALONG A LINE THAT FORMS AN ANGLE OF 93 DEGREES 25 MINUTES TO THE RIGHT WITH THE PROLONGATION NORTHEASTERLY OF THE TANGENT TO THE CENTER LINE OF SAID ILLINOIS ROUTE 71 AT THE LAST DESCRIBED POINT, 761 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 79 DEGREES 47 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 265.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126 TO THE CENTER LINE OF THE EASTERLY FORK OF THE PUBLIC ROAD AFORESAID WHICH RUNS SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID PUBLIC ROAD TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

PARCEL "K" DESCRIPTION

THAT PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

EXHIBIT A-1

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 0 DEGREES 07 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 1284.36 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 31 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 32 MINUTES 39 SECONDS WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 46 SECONDS WEST, 748.40 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 50 MINUTES 30 SECONDS WEST AT THE LAST DESCRIBED POINT, 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 332.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST, 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST, 202.0 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 30 SECONDS WEST, 432.02 FEET TO SAID CENTER LINE; THENCE SOUTH 60 DEGREES 02 MINUTES 30 SECONDS WEST, ALONG CENTER LINE, 291.76 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

PARCEL "L" DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE EASTERLY ALONG SAID CENTER LINE 32.2 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126, 1049.7 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE, 339.9 FEET TO AN OLD CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID OLD CLAIM LINE WHICH MAKES AN ANGLE OF 44 DEGREES 21 MINUTES (MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE) 468.6 FEET TO THE CENTER LINE OF SAID ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE 328.1 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS, EXCEPT THAT PREVIOUSLY ANNEXED.

(PARCELS CONTAIN 78.145 ACRES MORE OR LESS.)

EXHIBIT A-2

PARCEL "A" DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1,284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST ALONG SAID EASTERLY LINE 705.85 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,509.16 FEET; A DISTANCE OF 472.39 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE, 695.72 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

PARCEL "H" DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 1,995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID CENTER LINE, 30.45 FEET TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FOR THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE, 230.67 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT AT THE LAST DESCRIPTION POINT, 1,141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD; THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE, 761.0 FEET; THENCE SOUTH 58 DEGREES 16 MINUTES 47 SECONDS WEST, 265.38 FEET TO SAID ROUTE 126 CENTER LINE; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE, BEING ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 2,292.01 FEET WHICH IS TANGENT TO A LINE DRAWN NORTH 72 DEGREE

EXHIBIT A-2

57 MINUTES 06 SECONDS WEST FROM THE LAST DESCRIBED POINT, 147.83 FEET; THENCE NORTH 76 DEGREES 38 MINUTES 49 SECONDS WEST ALONG SAID ROUTE 126 CENTER LINE, 850.98 FEET; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE, BEING ALONG A CURVE TO THE RIGHT AND HAVING A RADIUS OF 2,148.79 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 383.53 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 1,995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE, 261.12 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, 1,141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE, 258.05 FEET; THENCE SOUTH 68 DEGREES 29 MINUTES 47 SECONDS WEST, 200.0 FEET; THENCE NORTH 21 DEGREES 30 MINUTES 13 SECONDS WEST, PARALLEL WITH SAID WING ROAD CENTER LINE, 250.0 FEET TO SAID ROUTE 71 CENTER LINE; THENCE NORTHEASTERLY ALONG SAID ROUTE 71 CENTER LINE, 200.16 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND ALSO EXCEPTING,

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83).

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 01 DEGREE 35 MINUTES 30 SECONDS WEST, 1,995.04 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE CENTER LINE OF A PUBLIC HIGHWAY DESIGNATED IL 71; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 31.52 FEET ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 230.66 FEET ALONG SAID CENTER LINE; THENCE NORTHEASTERLY, 940.58 FEET ALONG AN 11,479.02 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 67 DEGREES 34 MINUTES 29 SECONDS EAST, 940.31 FEET; THENCE SOUTH 22 DEGREES 56 MINUTES 31 SECONDS EAST, 60.03 FEET; THENCE SOUTHWESTERLY, 418.10 FEET ON AN 11,539.02 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 66 DEGREES 16 MINUTES 29 SECONDS WEST, 418.08 FEET; THENCE SOUTH

EXHIBIT A-2

59 DEGREES 24 MINUTES 09 SECONDS WEST, 71.10 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 24 SECONDS WEST, 60.52 FEET; THENCE SOUTHEASTERLY, 570.87 FEET ON AN 875.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 55 DEGREES 22 MINUTES 46 SECONDS EAST, 560.80 FEET; THENCE SOUTH 74 DEGREES 04 MINUTES 13 SECONDS EAST, 274.41 FEET; THENCE SOUTH 64 DEGREES 05 MINUTES 29 SECONDS EAST, 35.85 FEET; THENCE SOUTH 56 DEGREES 49 MINUTES 00 SECONDS WEST, 64.56 FEET TO THE CENTER LINE OF A PUBLIC HIGHWAY DESIGNATED IL 126; THENCE NORTHWESTERLY, 162.08 FEET ON SAID CENTER LINE BEING A 2,291.64 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 76 DEGREES 16 MINUTES 12 SECONDS WEST, 162.05 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 46 SECONDS WEST, 357.37 FEET ON SAID CENTER LINE; THENCE NORTH 53 DEGREES 52 MINUTES 46 SECONDS WEST, 96.76 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF IL 126; THENCE NORTHWESTERLY, 297.03 FEET ON A 990.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 45 DEGREES 17 MINUTES 03 SECONDS WEST, 295.92 FEET; THENCE NORTH 36 DEGREES 39 MINUTES 21 SECONDS WEST, 23.77 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 38 SECONDS WEST, 84.74 FEET; THENCE SOUTH 69 DEGREES 03 MINUTES 36 SECONDS WEST, 100.61 FEET; THENCE SOUTH 69 DEGREES 55 MINUTES 52 SECONDS WEST, 149.98 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID IL 71; THENCE SOUTH 65 DEGREES 32 MINUTES 40 SECONDS WEST, 113.94 FEET TO THE CENTER LINE OF SAID IL 126; THENCE NORTHWESTERLY, 119.55 FEET ON SAID CENTER LINE BEING A 2,170.59 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 69 DEGREES 20 MINUTES 17 SECONDS WEST, 119.54 FEET TO THE POINT OF BEGINNING.

(PARCELS CONTAIN 15.323 ACRES MORE OR LESS.)

IN PART OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD
PRINCIPAL MERIDIAN IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

SITE LOCATION

**HEREBY ANNEXED TO THE
UNITED CITY OF YORKVILLE**

**HEREBY ANNEXED TO THE
UNITED CITY OF YORKVILLE**

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE WEST
LINE OF SAID SOUTHWEST QUARTER 1995, 6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE
NORTHEASTERLY ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 71, A DISTANCE OF 14113.3 FEET
TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE SAID CENTER LINE OF ILLINOIS
ROUTE 71, 6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY ALONG THE
SAID ILLINOIS ROUTE 71, COMMONLY KNOWN AS WIND ROAD, THENCE SOUTHWESTERLY ALONG THE
EXTENDED CENTER LINE AND THE CENTER LINE OF SAID PUBLIC ROAD 71, 100 FEET TO THE POINT OF
BEGINNING; THENCE SOUTHWESTERLY ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 71, 100 FEET
TANGENT TO THE CENTER LINE OF SAID ILLINOIS ROUTE 71 AT THE LAST DESCRIBED POINT, 761
FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY ALONG THE SAID CENTER
LINE OF ILLINOIS ROUTE 71, 100 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE
SOUTHWESTERLY ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 71, 100 FEET TO THE CENTER
LINE OF SAID PUBLIC ROAD TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL,
COUNTY OF KANE, STATE OF ILLINOIS.

TOTAL AREA OF ANNEXATION
78.145 ACRES
(MORE OR LESS)

LINE DATA		
LINE	LENGTH	BEARING
L1	51.85	S 80°46'50" E
L2	19.35	S 71°46'21" E
L3	159.88	S 76°18'21" E
L4	24.18	N 33°24'51" W
L5	261.03	S 82°44'18" E
L6	103.00	S 72°29'13" W
L7	265.64	S 43°34'07" W
L8	33.48	S 22°56'13" E
L9	221.31	S 41°48'44" E

	— ANNEXATION BOUNDARY LINE (Heavy Solid Line)
	— EXISTING UNITED CITY CORPORATE LIMITS (Solid Line)
	— ADJACENT PROPERTY LINE (Light Solid Line)
	— CENTERLINE (Single Dashed Lines)
	— QUARTER SECTION LINE (Double Dashed Lines)
	— SECTION LINE (Triple Dashed Lines)
	— SECTION CORNER OR QUARTER CORNER

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NOTICE: This document contains information that is exempt from public release under the Freedom of Information Act, 5 U.S.C. 552.

EXHIBIT E

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00°14'45" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89°50'00" WEST, 684.42 FEET; THENCE NORTH 09°30'00" WEST, 592.27 FEET; THENCE SOUTH 57°33'55" WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21°52'29" WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21°52'29" EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68°07'31" EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21°52'29" WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.39 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 0.6060 ACRE.

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00°14'45" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89°50'00" WEST, 684.42 FEET; THENCE NORTH 09°30'00" WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57°33'55" WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21°52'29" WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68°07'31" EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21°52'29" WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09°30'00" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09°30'00" EAST, ALONG SAID LINE, 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 5.6041 ACRES.

THAT PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE SOUTH 0 DEGREES, 07 MINUTES, 44 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1284.36 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 31 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES, 32 MINUTES, 39 SECONDS WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES, 05 MINUTES, 46 SECONDS WEST, 748.40 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE TIC. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES, 50 MINUTES, 30 SECONDS WEST AT THE LAST DESCRIBED POINT. 627.46; THENCE NORTH 60 DEGREES, 02 MINUTES, 30 SECONDS EAST ALONG SAID CENTER LINE, 332.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 12 DEGREES, 27 MINUTES, 30 SECONDS EAST, 264.0 FEET; THENCE SOUTH 84 DEGREES, 27 MINUTES, 30 SECONDS EAST, 202.0 FEET; THENCE NORTH 0 DEGREES, 47 MINUTES, 30 SECONDS WEST, 423.02 FEET TO SAID CENTER LINE; THENCE SOUTH 60 DEGREES, 02 MINUTES, 30 SECONDS WEST ALONG CENTER LINE, 291.76 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES, 33 MINUTES 27 SECONDS WEST 579.63 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 412.69 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 46 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER WHICH IS 598.62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

A PERPETUAL EASEMENT FOR THE OPERATION, MAINTENANCE AND USE OF A SEPTIC FIELD FOR THE BENEFIT OF PARCEL ONE HEREINABOVE DESCRIBED, UNDER AND UPON THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE CONTIGUOUS

TO PARCEL ONE TO WIT:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL ONE HEREINABOVE DESCRIBED ON THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 47.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NUMBER 126, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 105.0 FEET; THENCE NORTH 32 DEGREES 08 MINUTES 38 SECONDS WEST, 152.18 FEET; THENCE SOUTH 76 DEGREES 09 MINUTES 49 SECONDS EAST, 5.28 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 49 SECONDS EAST, 158.65 FEET, TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, ALL IN KENDALL COUNTY ILLINOIS.

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET A POINT OF BEGINNING THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID CLAIM LINE, 941.92 FEET TO A POINT ON A LINE DRAWN SOUTHWESTERLY, PERPENDICULAR TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FROM A POINT ON SAID CENTER LINE WHICH IS 1049.70 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTHEASTERLY TO SAID POINT ON SAID CENTER LINE OF ILLINOIS ROUTE 126 AFORESAID; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE AND TO SAID ROUTE 71 CENTER LINE; THENCE SOUTHWESTERLY ALONG SAID ROUTE 71 CENTER LINE, 30.58 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 78.83 FEET, TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION. 3; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 1925.21 FEET ON THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 58.55 FEET TO THE EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF A.F.A.P. ROUTE 311 (IL ROUTE 71) AND THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 34 MINUTES 00 SECONDS EAST 35.28 FEET ON SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 66 (IL ROUTE 126); THENCE SOUTH 70 DEGREES 08 MINUTES 35 SECONDS EAST 125.66 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 81 DEGREES 09 MINUTES 04 SECONDS WEST 51.85 FEET; THENCE NORTH 76 DEGREES 30 MINUTES 40 SECONDS WEST 103.47 FEET TO THE POINT OF BEGINNING), IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE SOUTHWESTERLY ALONG SAID CLAIM LINE, 188.42 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 71, 1411.3 FEET TO THE CENTER LINE EXTENDED NORTHWESTERLY OF THE PUBLIC ROAD RUNNING SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71, COMMONLY KNOWN AS WING ROAD; THENCE SOUTHEASTERLY ALONG THE EXTENDED CENTER LINE AND THE CENTER LINE OF SAID PUBLIC ROAD, BEING ALONG A LINE THAT FORMS AN ANGLE OF 93 DEGREES 25' TO THE RIGHT WITH THE PROLONGATION NORTHEASTERLY OF THE TANGENT TO THE CENTER LINE OF SAID ILLINOIS ROUTE 71 AT THE LAST DESCRIBED POINT, 761 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 79 DEGREES 47' TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE 265.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126 TO THE CENTER LINE OF THE EASTERLY FORK OF THE PUBLIC ROAD AFORESAID WHICH RUNS SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID PUBLIC ROAD TO THE POINT OF BEGINNING; TO THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

GRANTEE HEREBY ASSUMES AND AGREES TO PAY THE UNPAID BALANCE ON THE EXISTING MORTGAGE RECORDED IN BOOK PAGE , THE DEBT SECURED THEREBY AND ALSO HEREBY ASSUMES -THE OBLIGATIONS UNDER THE TERM OF THE INSTRUMENTS CREATING THE LOANS DOCUMENT NO. 79-1053.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE - NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, - 1,995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID CENTER LINE 30.45 FEET TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FOR THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE 230.67 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 1,141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD; THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE 761.0 FEET; THENCE SOUTH 58 DEGREES 16 MINUTES 47 SECONDS WEST 265.35 FEET TO SAID ROUTE 126 CENTER LINE; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE BEING ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 2,292.01 FEET WHICH IS TANGENT TO A LINE DRAWN NORTH 72 DEGREES 57 MINUTES 06 SECONDS WEST FROM THE LAST DESCRIBED POINT 147.93 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 49 SECONDS WEST ALONG SAID ROUTE 126 CENTERLINE 850.98 FEET; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTERLINE BEING ALONG A CURVE TO THE RIGHT AND HAVING A RADIUS OF 2,148.79 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 383.53 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36- NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG -THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE 261.12 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15,459.20 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE 1141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD FOR THE POINT OF BEGINNING (THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE 258.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 47 SECONDS WEST 200.0 FEET; THENCE NORTH 21 DEGREES 30 MINUTES 13 SECONDS WEST PARALLEL WITH SAID WING ROAD CENTER LINE 250.0 FEET TO SAID ROUTE 71 CENTER LINE; THENCE NORTHEASTERLY ALONG SAID ROUTE 71 CENTER LINE 200.16 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, (ILLINOIS, AND ALSO EXCEPTING, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83):

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE NORTH 01 DEGREE 35 MINUTES 30 SECONDS WEST, 1,995.04 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 71; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 31.52 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING FROM THE POINT OF BEGINNING; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 230.66 FEET ALONG SAID CENTERLINE; THENCE NORTHEASTERLY, 940.56 FEET ALONG AN 11,479.02 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 67 DEGREES 34 MINUTES 29 SECONDS EAST, 940.31 FEET; THENCE SOUTH 22 DEGREES 56 MINUTES 31 SECONDS EAST, 60.03 FEET; THENCE SOUTHWESTERLY, 418.10 FEET ON AN 11,539.02 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 66 DEGREES 16 MINUTES 29 SECONDS WEST, 418.08 FEET; THENCE SOUTH 59 DEGREES 24 MINUTES 09 SECONDS WEST, 71.10 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 24 SECONDS WEST, 60.52 FEET; THENCE SOUTHEASTERLY, 570.87 FEET ON AN 675.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 55 DEGREES 22 MINUTES 46 SECONDS EAST, 560.80 FEET; THENCE SOUTH 74 DEGREES 04 MINUTES 13 SECONDS EAST, 274.41 FEET; THENCE SOUTH 64 DEGREES 05 MINUTES 29 SECONDS EAST, 35.85 FEET; THENCE SOUTH 55 DEGREES 49 MINUTES 00 SECONDS WEST, 64.56 FEET TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 126; THENCE NORTHWESTERLY, 162.08 FEET ON SAID CENTERLINE BEING A 2,291.64 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 76 DEGREES 16 MINUTES 12 SECONDS WEST, 162.05 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 46 SECONDS WEST, 357.37 FEET ON SAID CENTERLINE; THENCE NORTH 53 DEGREES 52 MINUTES 46 SECONDS WEST, 96.76 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF IL 126; THENCE NORTHWESTERLY, 297.03 FEET ON A 990.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 45 DEGREES 17 MINUTES 03 SECONDS WEST, 295.92 FEET; THENCE NORTH 36 DEGREES 39 MINUTES 21 SECONDS WEST, 23.77 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 36 SECONDS WEST, 64.74 FEET; THENCE SOUTH 69 DEGREES 03 MINUTES 36 SECONDS WEST, 100.61 FEET; THENCE SOUTH 69 DEGREES 55 MINUTES 52 SECONDS WEST, 149.98 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID IL 71; THENCE SOUTH 65 DEGREES 32 MINUTES 40 SECONDS WEST, 113.94 FEET TO THE CENTERLINE OF SAID IL 126; THENCE NORTHWESTERLY, 119.55 FEET ON SAID CENTERLINE BEING A 2,170.59 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 69 DEGREES 20 MINUTES 17 SECONDS WEST, 119.54 FEET TO THE POINT OF BEGINNING.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 07°44' EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1236.84 FEET TO A POINT ON SAID EAST LINE WHICH IS 1284.36 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°47'31" WEST, 684.42 FEET; THENCE NORTH 09°32'39" WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD 88 ON PAGE 399, FOR THE POINT OF BEGINNING; THENCE SOUTH 57°58'56" WEST ALONG THE SOUTHERLY LINE OF SAID BOYD TRACT AND SAID SOUTHERLY LINE EXTENDED 352.89 FEET TO THE CENTER LINE OF WING ROAD; THENCE SOUTH 21°28'35" EAST ALONG SAID CENTERLINE 131.00 FEET; THENCE NORTH 57°58'56" EAST PARALLEL WITH SAID SOUTHERLY LINE 323.58 FEET TO A POINT WHICH IS SOUTH 09°32'39" EAST, 139.37 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 09°32'39" WEST, 139.37 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE EASTERLY ALONG SAID CENTER LINE 32.2 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126, 1049.7 FEET FOR THE POINT, OF BEGINNING; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE, 339.9 FEET TO AN OLD CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID OLD CLAIM LINE WHICH MAKES AN ANGLE OF 44°21' (MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE) 468.6 FEET TO THE CENTER LINE OF SAID ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE 328.1 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS. EXCEPT THEREFROM THE BELOW DESCRIBED PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83):

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 01 DEGREE 35 MINUTES 30 SECONDS WEST, 1,995.04 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 71; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 31.52 FEET ALONG SAID CENTERLINE TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 126; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, 399.15 FEET ALONG A 2,170.59 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 73 DEGREES 01 MINUTE 41 SECONDS EAST, 398.58 FEET THENCE SOUTH 78 DEGREES 17 MINUTES 46 SECONDS EAST, 649.36 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE SOUTH 78 DEGREES 17 MINUTES 46 SECONDS EAST, 172.16 FEET ALONG SAID CENTERLINE; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, 162.08 FEET ALONG A 2,291.64 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 76 DEGREES 16 MINUTES 12 SECONDS EAST, 162.05 FEET; THENCE SOUTH 56 DEGREES 32 MINUTES 11 SECONDS WEST, 65.63 FEET; THENCE NORTH 74 DEGREES 04 MINUTES 13 SECONDS WEST, 5.13 FEET; THENCE NORTH 65 DEGREES 29 MINUTES 14 SECONDS WEST, 50.57 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF IL 126; THENCE NORTHWESTERLY, 61.11 FEET ON SAID RIGHT OF WAY LINE BEING ON A 2,251.64 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 77 DEGREES 31 MINUTES 09 SECONDS WEST, 61.11 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 46 SECONDS WEST, 172.27 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 11 DEGREES 52 MINUTES 19 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.297 ACRE MORE OR LESS, OF WHICH 0.290 ACRE, MORE OR LESS, IS LYING WITHIN PUBLIC ROAD RIGHT OF WAY, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS, HEREBY RELEASING AND WAVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE.

EXHIBIT "C-1"
Windmill Farms - B-3 Service Business Permitted Uses

This exhibit lists all permitted uses within the B-3 Service Business District as they exist in the current Zoning Ordinance. Uses excluded and not permitted by this Agreement are crossed out as follows: (~~not permitted use~~)

OFFICE DISTRICT (O)

Advertising agency.

Bank (allowable by provisions of Windmill Agreement)

Barber shop.

Beauty shop.

Bookkeeping service.

~~Club - private indoor.~~

Coffee shop.

College, university or junior college.

Commercial school, trade school - offering training in classroom study.

Detective agency.

Employment office.

Engineering office.

Government office.

Income tax service.

Insurance office.

Library.

Manufacturing agent's office.

Medical clinic.

Park.

Professional offices.

Public accountant.

Real estate office.

Stenographic service.

Stock broker.

Telegraph office.

~~Ticket office.~~

Title company.

Travel agency.

Utility office. (Ord. 1973-56A, 3-28-74)

Special Uses

~~Solid waste disposal site (Ord. 1973-56A, 3-28-1974; amd. Ord. 1995-20, 8-10-1995)~~

LIMITED BUSINESS DISTRICT (B-1)

All uses permitted in the O district.

Antique sales.

~~Apartments, single family, located in business buildings.~~

Bakery - retail.

Barbershop.
Beauty shop.
Bookstore.
Cafeteria (diner).
Camera shop.
Church or other place of worship.
~~Cigar, cigarette and tobacco store.~~
Clothes - pressing and repair.
~~Club - private indoor.~~
~~Club - private outdoor.~~
Community center.
Dressmaker - seamstress.
Drugstore.
Florist sales.
Fruit and vegetable market - retail.
Gift shop.
Grocery store - supermarket.
Gymnasium.
Health food store.
Hobby shop.
Hospital (general).
Hospital or treatment center.
Household furnishing shop.
Ice cream shop.
Jewelry - retail.
Laundry, cleaning and dyeing - retail.
Library.
~~Magazine and newsstand.~~
Meat market.
Medical clinic.
Mortuary - funeral home.
Park.
Photography studio.
Playground.
Post office.
Professional building.
Recreation center.
Restaurant.
Shoe and hat repair.
~~Substation.~~
Swimming pool - indoor.
Tennis club - private or daily fee.
~~Trailer. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 1994-1A, 2-10-1994; Ord. 2003-41, 7-22-2003)~~

GENERAL BUSINESS DISTRICT (B-2)

All uses permitted in the O and B-1 Districts.

Appliances - sales.

Army/Navy surplus sales.

Art gallery - art studio sales.

Art supply store.

~~Auditorium.~~

Automatic food service.

Automobile accessory store.

Automobile rental.

Bicycle shop.

Billiard parlor.

Blueprint and photostat shop.

~~Bowling alley.~~

Carry-out food service.

Catalog sales office.

Clothing store - all types.

~~Dance hall.~~

Department store.

Discount store.

Drygoods store - retail.

Floor covering sales.

Furniture sales - new/used.

Hardware store.

Health club or gymnasium.

Hotel.

Interior decorating studio.

Junior department store.

Leather goods.

Locksmith.

Motel.

Music, instrument and record store.

Newspaper publishing.

Office equipment and supply sales.

Paint/wallpaper store.

~~Pawnshop.~~

Personal loan agency.

Pet store.

Picture frame store.

Radio and television studios.

~~Reducing salon, masseur and steam bath.~~

Sporting goods.

Stationery.

Taxidermist.

Theater.

Toy store.

Typewriter - sales and repair.

Variety store.
Watch and clock sales and repair.
Weaving and mending - custom. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code)

SERVICE BUSINESS DISTRICT (B-3)

All uses permitted in the B-2 district.
Agricultural implement sales and service.
Appliance - service only.
Automotive sales and service.
~~Boat sales.~~
Building material sales.
Business machine repair.
Car wash without mechanical repair on the premises.
Catering service.

Daycare (allowable by provisions of Windmill Agreement)

Drive-in restaurant.
Electrical equipment sales.
Feed and grain sales.
Frozen food locker.
Furniture repair and refinishing.

Gasoline Filling Station (allowable by provisions of Windmill Agreement)

Golf driving range.
Greenhouse.
~~Kenel.~~
Miniature golf.
Motorcycle sales and service.
Nursery.
Orchard.

Park - commercial recreation.
Plumbing supplies and fixture sales.
Pump sales.
Recreational vehicle sales and service.

~~Skating rink.~~

~~Sports arena.~~

~~Taxicab garage.~~

Tennis court - indoor.

~~Trailer rental.~~

~~Truck rental.~~

~~Truck sales and service.~~

Upholstery shop.
Veterinary clinic. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1986-1, 1-9-1986; Ord. 1988-7, 4-14-1988; Ord. 1995-19, 8-10-1995; Ord. 1998-21, 6-25-1998; Ord. 2005-58, 7-12-2005)

EXHIBIT "D" R-4 GENERAL RESIDENCE DISTRICT

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 08 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID OLD CLAIM LINE 299 .00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 51 MINUTES 32 SECONDS WEST, 402.10 FEET; THENCE SOUTH 59 DEGREES 55 MINUTES., 25 SECONDS EAST, 256.51 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 25 SECONDS EAST 355.65 FEET; THENCE NORTH 62 DEGREES 43 MINUTES 29 SECONDS EAST, 853.57 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 40 SECONDS EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292 .01 FEET AND A RADIAL BEARING OF SOUTH 29 DEGREES 23 MINUTES 51 SECONDS WEST AT THE LAST DESCRIBED POINT, 358.41 FEET TO A POINT WHICH IS 151.00 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE AND SAID OLD CLAIM LINE; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 265 .70 FEET; THENCE SOUTH 73 DEGREES 54 MINUTES 28 SECONDS WEST, 102.86 FEET; THENCE SOUTH 84 DEGREES 11 MINUTES 54 SECONDS WEST, 280.96 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 55 SECONDS WEST, 24.19 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE 789.92 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Yorkville, Illinois

PERMANENT
TO EXIST TO
VACUUM

LOCATION MAP

MC KENNA
A-1

L & D BOWMAN
TRUST
A-1

**EDWARD
HEALTH CARE
PUD**

PENNMAN RD
TO RIVER TO
ROTTERDAM

GEORGE E.
BLOCK
A-1

**DWYER
PROPERTY
R3**

**COUNTRY
HILLS
R-2**

**RAINTREE
SUBDIVISION
R-2 PUD**

CONCEPTUAL BUBBLE PLAN 1.

PREPARED BY:

ENGINEERING:

DEVELOPER:

 **CEMCON, Ltd.**
Consulting Engineers, Land Measurement & Planning
2288 61st Ave. S.W. Suite 100
Burnaby, B.C. V5C 3K7
Tel. (604) 291-1181 Fax (604) 291-1182

JAKE LAND GROUP
23115 Sandpiper Cove
Plainfield, IL 60544

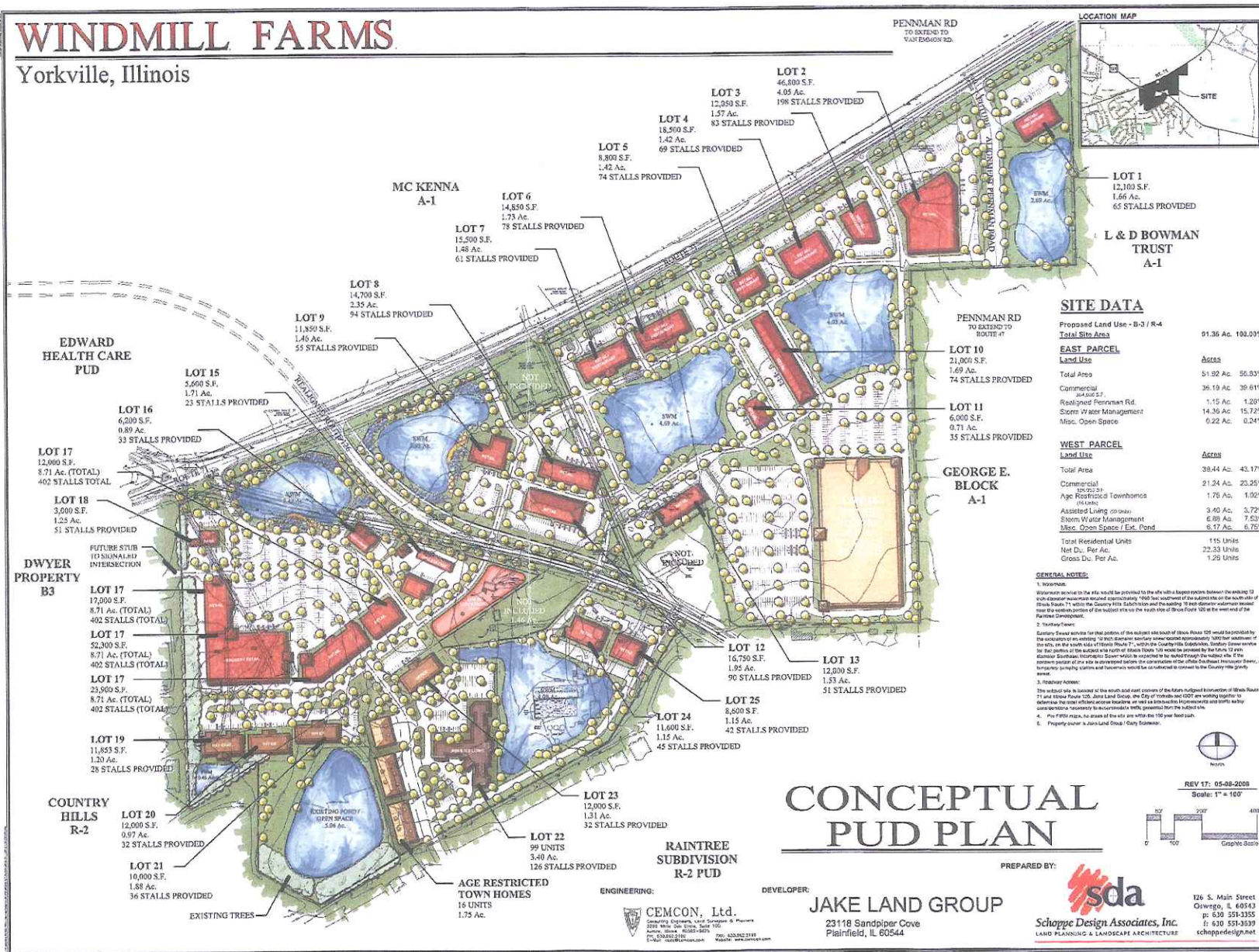
PREPARED BY:  **Seda**
Schoppe Design Association
LAND PLANNING & LANDSCAPE ARCHITECTS

126 S. Main Street
Owensboro, IL 60543
p: 630 533-3335
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schoppededesignet

EXHIBIT E

WINDMILL FARMS

Yorkville, Illinois



Site Planning Principles

The Site Planning Principles address issues that affect the way that individual sites should be developed in order to blend in with the existing character of the City.

- PRINCIPLE 4: *Incorporate existing site conditions into development plans*
 PRINCIPLE 5: *Provide a sense of architectural interest and unique identity throughout the City*
 PRINCIPLE 6: *Enhance pedestrian experience and establish sense of place through careful design and location of open spaces*
 PRINCIPLE 7: *Thoughtful consideration of vehicular and pedestrian circulation within individual developments*
 PRINCIPLE 8: *Appropriate design of parking lots, utilities, service areas and detention areas to reduce the negative impact of typically unattractive site components*

■ **Desirable Elements:**

The following elements shall be incorporated into development within the City:

- Richness of building surface and texture
- Articulated mass and bulk
- Clear visibility of entrances
- Well organized commercial signage
- Landscaped and screened parking
- Special paving identifying intersections and crosswalks
- Pedestrian friendly streetscapes and open spaces
- Thoughtful consideration of circulation
- Screening of mechanical equipment, service areas, parking lots and any undesirable elements
- Step-down of building scale along pedestrian routes and building entrances
- Recognition of building hierarchy
- Formal entry plazas and courtyards
- Detention used as an amenity
- Existing trees incorporated into development
- Multi-planed, pitched roofs
- Roof overhangs and arcades
- Provide defined entrance roads into developments and provide adequate vehicle storage bays at egress drives



Richness of building materials creates visual interest



Landscaping softens the view of parking

■ Undesirable Elements:

The following elements are discouraged in developments within the City:

- Concrete detention basins
- Large, blank, unarticulated wall surfaces
- Visible outdoor storage, loading, equipment and mechanical areas
- Disjointed parking areas and confusing circulation patterns
- Large expanses of parking/asphalt
- Service areas near major entries and/or that are easily visible from roadway
- Poorly defined site access points
- Large "boxlike" structures



Avoid large expanses of parking lots



Avoid large blank wall surfaces

PRINCIPLE 4: Incorporate existing site conditions into development plans

New development shall protect the existing environmental features throughout the City and minimize the impact of the development on the site and the surrounding land.

■ Drainage Patterns

Proposed site plans shall incorporate existing drainage patterns on site in an effort to avoid significantly altering the manner in which drainage flows offsite. At the time of site plan submittal to the City, a drainage and detention plan must be submitted. The location and type of drainage facilities must be shown.



Drainage swale utilizes natural drainage patterns

■ Topography and Soils

- Minimize cut and fill on site to reduce effects upon the natural drainage pattern and natural character of the site.
- Minimize disturbance in areas of significant existing vegetation. If necessary for site development, consider using tree wells and retaining walls to preserve existing trees where possible.



Work with existing topography to avoid large cut and fill

- Development on unsuitable soils is prohibited. Incorporate unsuitable soils into an open space component of the site plan.
- Stockpile top soil for later use in landscape areas.
- **Vegetation**
 - Preserve existing trees

Every effort should be made in the planning process to incorporate quality, existing trees into the site plan design. Any quality, existing tree that occurs within the specific buffer yard as required per *PRINCIPLE 9* shall remain undisturbed and be protected as part of the landscape buffer.



Preservation of existing vegetation as buffer

PRINCIPLE 5: Provide a sense of architectural interest and unique identity throughout the City

The Architectural standards are provided to preserve and guide the character of architecture throughout the City while allowing for individual architectural interpretation. All architectural proposals must be compatible with the vernacular of the northern Illinois region. In order to ensure compliance with the following architectural guidelines, the City requires that building elevations, plans, materials samples, color samples and illustrations be submitted for review and approval prior to the commencement of building construction.



Building orientation creates central open space on axis with the main entry drive

▪ **Buildings**

- Orientation

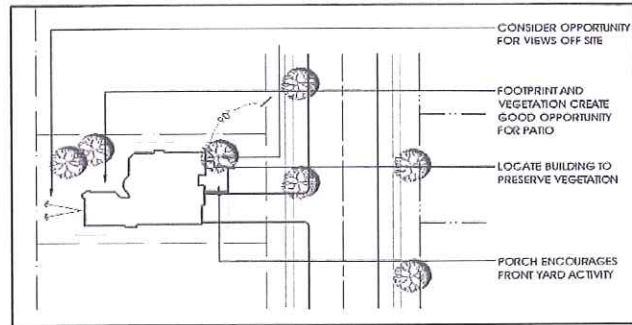
Building orientation should take advantage of the building to site relationship. The orientation and location of buildings defines open spaces and circulation corridors.

- Align focal architectural elements along major view or circulation axis.
- Define pedestrian spaces and streetscapes with building orientation.



Orient primary buildings on axis and use as focal points

- Create view corridors between buildings, plazas, courtyards and adjacent buildings.
- Create pedestrian spaces and plazas by varying building facades.
- Cluster buildings whenever possible, creating opportunities for plazas and pedestrian malls. Prevent long, linear facades from dominating the view.



Residential building orientation creates private, intimate backyard space

- Buildings adjacent to Routes 47, 71 and 126 must face the primary roadway. No service access, storage, etc. is allowed to face Routes 47, 71 and 126.
- Develop sites in a comprehensive and coordinated manner to provide order and compatibility (especially in the case of large sites which will be developed in phases).



Building orientation can define main activity areas

- The exterior character and orientation of all buildings and the spaces they define should encourage and enhance pedestrian activity.
- Attention should be given to the quality and usability of the outdoor spaces formed by the exterior of a dwelling and adjacent dwellings. Avoid locating the private area of one dwelling adjacent to the public area of an adjacent dwelling.



Rear and side facades should incorporate architectural design elements

- In multi-family residential developments, buildings should be oriented to create functional outdoor spaces.
- In residential neighborhoods, consideration should also be given to the views from adjacent dwellings and public spaces.
- Facades

Building facades should achieve a high level of visual interest when viewed from automobile and pedestrian vantage points.

- In residential developments, front yards and porches should be used to create a sense of place and community.
- Natural stone and masonry materials are to be used on the lower portions of buildings to create a visual anchor to the ground and provide interest at the pedestrian level.
- Vary the planes of exterior walls in depth and/or direction.
- Wall planes shall not run in a continuous direction more than 65 feet without an offset of at least 3 feet.
- Wall planes of more than 20 feet high are prohibited without incorporating meaningful techniques, such as awnings or a change in building material, to break up the perceived building mass.
- Awnings are encouraged along facades to provide color, shade and architectural interest. Where awnings are used along a row of contiguous buildings, a consistent form, material, color, location and mounting arrangement must be used.
- Awnings should be located to provide a consistent minimum 8 feet vertical clearance, with a maximum generally not to exceed 12 feet.
- Colors of awnings must complement the buildings.

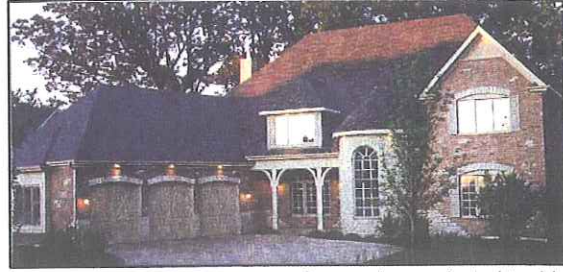


Awnings along facade



Awnings provide pedestrian scale element

- Incorporate the awnings along with any signage to provide a uniformly designed building façade.
- Signs on awnings are permitted.
- Internally illuminated awnings are prohibited.



Garage doors oriented to side

- Awnings and canopies may be made of sheet metal or canvas membrane. Plastic or vinyl awnings are not permitted.
- In new residential neighborhoods, houses shall not repeat the same elevations without two lots of separation. Houses across the street from each other and back-to-back corner lots shall not be of the same elevation.
- In residential areas, garages should not dominate the street view. Rather, provide parking and garages to the side or rear of lots or set the garage face back from the primary façade of the house. Avoid allowing the garage to become the primary architectural feature.

▪ Roof Treatment

Rooftops should be considered important design elements as viewed from a variety of vantage points such as at ground level, from other buildings and from adjacent perimeter roadways. A well-composed "roofscape" achieves an interesting skyline without becoming overly busy or contrived. Roof forms should serve as natural transitions from the ground level to intermediate masses to the tallest masses and back to the ground. Form should also be interesting when seen from above in adjacent buildings.



Variation in roof treatments creates an interesting 'roofscape'

▪ Materials & Colors

Visual continuity in major building materials and colors is desired throughout the City. Specific criteria include the following:

- Material samples of all proposed buildings must be provided for review and be approved by the City.
- Materials should be consistent with the Community Character principles outlined in these guidelines.

- Wall materials that are muted, earth tone in color and have texture are to be used.
- Reserve the use of strongly contrasting materials and colors for accents, such as building entrances, railings and trim. Avoid an excessive variety of façade materials.
- Avoid using highly reflective materials and surfaces, such as polished metal, that generate glare, particularly at the pedestrian level.
- Materials which may be incorporated include: native stone, brick, stucco and textured concrete. Alternative materials that achieve similar looks and are of high quality and low maintenance may be considered.
- Common materials shall be located on all sides of the building with the exception of service areas not visible from a public street.



Varying roofline breaks up long expanse of building facade

- Coordinating materials within a development can tie together buildings of different sizes, uses and forms.
- In new residential neighborhoods at the time of initial building permit, houses shall not be the same color unless there are at least two lots of separation. Houses across the street from each other are not permitted to be the same color.
- Use contrasting but compatible building materials and textures to unify exterior building elements and to create depth, proportion and scale.
- In residential developments, buildings should complement each other by using materials and colors within the same "family".
- Building colors should be derived from, and related to, the finishes of primary building materials.

▪ Height

The overall appearance of development shall be low and horizontal, with building heights throughout the community generally low to medium scale. Building heights are expected (and desired) to vary to ensure visual interest.

- Consider the use of taller buildings and/or elements to highlight significant intersections and pedestrian nodes.
- Building heights shall be determined in a manner which enhances an overall residential quality.



Taller buildings help identify intersections

- Maintain compatible relationships with adjacent dwellings and street frontages.
- Building heights shall be responsive to heights of homes located on slopes above and below the dwelling.
- Sight lines to greenbelts, open areas, water features and scenic horizon views are to be optimized and maintained to the fullest extent possible by minimizing the building height and obstruction.



Front porch provides one-story element

- Scenic view compatibility shall be considered in determining building height.
- Within a neighborhood, a combination of one, one and a half and two story dwellings is encouraged to add diversity to the streetscape. Entire neighborhoods or blocks of continuous two story dwellings are discouraged.
- For multilevel dwellings on corner lots, locate a one-story element of the dwelling at the street corner to help reduce the feeling of enclosure in the neighborhood.

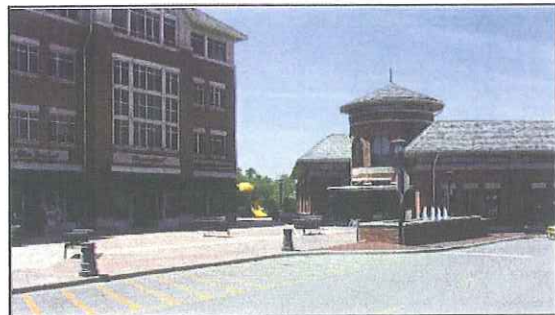


Front porch roof provides human scale element

- A two-story dwelling can best relate to a neighboring one story if it contains a one-story element.

▪ Scale

Buildings should appear to be of a "pedestrian" or "human" scale. When components in the built environment are designed in such a way that people feel comfortable, then human scale has been achieved. In general, this means that the size, patterns, textures, forms and overall three-dimensional composition can be appreciated at the pedestrian level.



Varied building scale provides distinction between masses

- Vary the height of buildings, and/or building elements where feasible, so they appear to be divided into distinct elements or masses.

- Avoid large-scale buildings that are "box-like" and typically dominate a site.
- Use building mass appropriate to the site. Place buildings with larger footprints, height and massing in core activity areas or in the heart of the development near similar densities. By doing so, the impact on adjacent land uses will be reduced.



Pedestrian scale elements located along building facade

- In residential areas, the relationship between the lot size, street width and building scale are important to creating a human scale. Elements such as trees, pedestrian path lighting and porches can aid in achieving human scale.



Avoid 'box like' building scale

- Hierarchy

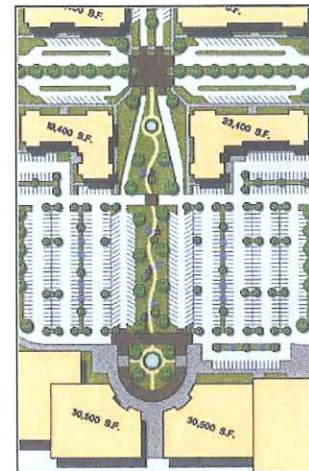
It is important to recognize that future projects will be developed using a variety of buildings with various uses. Vehicular and pedestrian traffic should be able to recognize the hierarchy of buildings and be able to decipher primary buildings from secondary buildings.

- Primary Buildings

Primary buildings; such as major anchors, public buildings or major attractions, shall be located at prominent locations, anchoring a major view axis and serving as focal points in the community.

- Gateway Buildings

- Buildings at major entrances, corners, intersections or along significant roads should use special architectural elements to help identify that location as a "gateway". These elements also begin to define the sense of place for the community.



Primary buildings located on axis and create focal point

- Special architectural features may include corner towers, cupolas, clock towers, balconies, colonnades or spires.
- The use of vertical elements helps to frame the entrance and guide people into and through the development.



Gateway buildings

- Entrances
 - Primary entrances should be easily identifiable and relate to both human scale as well as the scale of the building(s) they serve.
 - Wherever possible, entrances should be inviting without becoming dark.
 - Main building entrances should be designed to be clearly identifiable from primary driveways and drop-offs. Additionally, they should be visible from parking areas.



Main entry to store clearly identifiable

- Retaining walls
 - All retaining walls must be faced (veneered) with masonry (stone, brick, stucco or approved equal).
 - Retaining walls adjacent to or visible from any street shall not exceed 4 feet in height. Grade changes that require retaining walls exceeding 4 feet must be terraced with a minimum of 4 feet clear separation between each wall. Exceptions may be reviewed and approved by the City in order to preserve existing tree stands.

- Walls should be designed as an integral part of the dwelling design. Stone sizes should be consistent and laid in a horizontal course. Masonry materials shall match or complement the facade of surrounding buildings.
- Walls at intersections must not interfere with safe sight distances.

PRINCIPLE 6: Enhance pedestrian experience and establish sense of place through careful design and location of open spaces

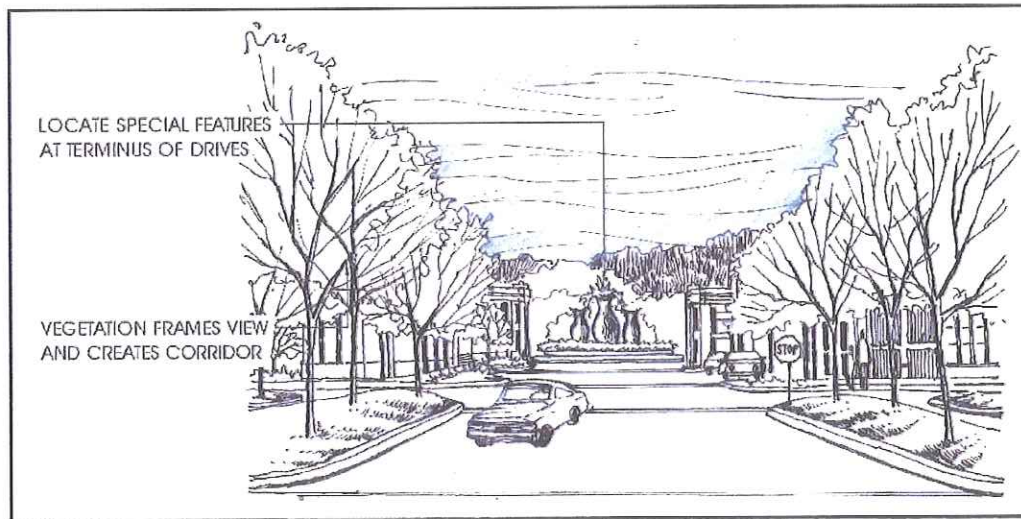
The creation of open space throughout the City is an essential technique used to break up building facades. The use of such pockets of interest creates views into the various developments. A wide range of open spaces such as public gathering plazas, open "greens", common play areas, neighborhood parks and natural preserves can be incorporated into development plans.

▪ **View Corridors**

- Open space is considered a valuable amenity, therefore careful consideration of vistas into open spaces from residential lots, streets and drives is required.
- Maintain view corridors to provide vistas of amenities, natural features, open spaces and other significant elements.
- Create focal points at main entries, on axis with major circulation route and pedestrian corridors to establish a strong identity and structure for the project.



Community Park



View of amenity feature is framed by use of vegetation and road alignment, creating a signature element

Parks and Trails

- In residential areas, parks should be located within a 5 minute walk (approximately 1,000 feet) from each home.
- Trail linkages should be provided from proposed neighborhoods to the City's comprehensive trail system, forest preserve trails and adjacent developments.

*Neighborhood Park*

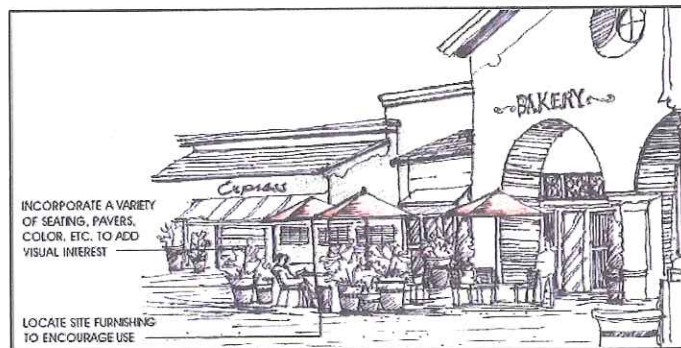
- **Courtyards and Plazas**

Courtyards, plazas and terraces should be designed at a human scale and incorporated as public amenities around non-residential buildings. Interrupting building facades to create "outdoor rooms" as well as varying the width of walkways will help create pedestrian spaces. These pedestrian spaces will create opportunities for comfortable outdoor experiences and are critical in defining plazas and courtyards.

- Orient plazas and courtyards to views of site amenities such as open space, water features, sculptural elements or landscaped areas.
- Consider opportunities to orient plazas and courtyards toward views of significant buildings or down long corridors.
- Wherever possible, create a sense of enclosure for outdoor seating areas. Such areas should be light and airy while providing a sense of safety from the elements.

*Landscaping and special paving give the seating area a sense of enclosure*

- Add elements such as trees, water features, a variety of seating areas and landscape color to give the public spaces an inviting appearance and visual interest.
- Incorporate pedestrian scaled lighting for safety and to promote use in the evening.
- Incorporate pavers and paving patterns to add interest and enhance the aesthetic quality of the spaces.
- Allow for outdoor tables and seating to promote use of the space. By doing so, an energy is created along the structure.

*Plazas and courtyards offer spaces for outdoor cafes*

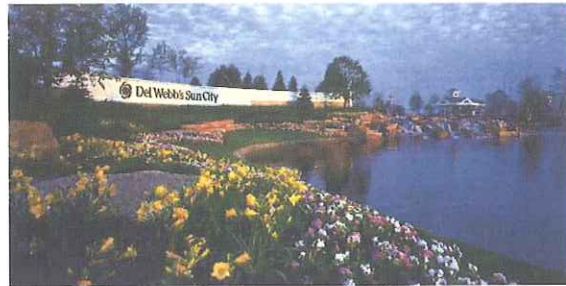
PRINCIPLE 7: Thoughtful consideration of vehicular and pedestrian circulation within individual developments

The purpose of the circulation standards is to minimize hazards and conflicts and establish logical circulation patterns. The appropriate integration of vehicular and pedestrian circulation is intended to provide safe and convenient access to all sites while being attractive, efficient and functional.

- **Vehicular Circulation**

- **Primary Site Entrances**

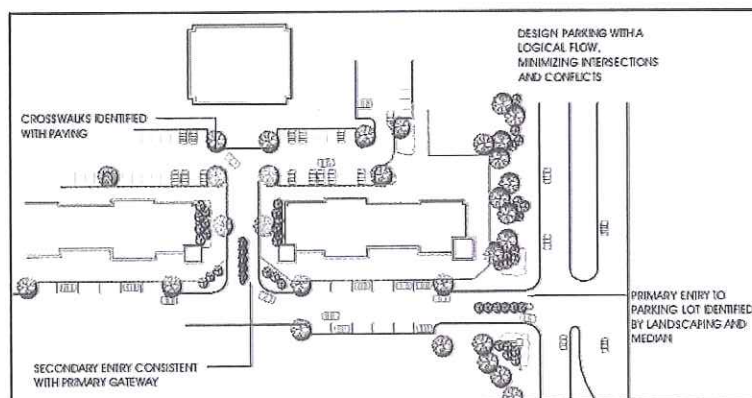
Each entrance to a parcel, individual building site or residential neighborhood from a primary roadway should be designed as a “gateway” to the area it serves. Design elements should be visually interesting and consistent with other streetscape materials used throughout the City.



Primary residential entrance highlighted with signage, landscaping and water elements

When designing entries into residential and non-residential tracts, developers shall:

- Coordinate with adjacent properties to consolidate entries and minimize access points along major roadways
- Minimize pedestrian and vehicle conflicts by reducing the quantity of crosswalks.
- Clearly identify site entries and provide a clear entry/arrival sequence.
- Provide “secondary” entries to parking lots and smaller residential neighborhoods from adjacent perpendicular minor roadways to major roadways. Paving material, plants, signs and lighting should match primary entrance treatments, although landscaping intensity and signage may be reduced in scale.
- Provide at least one “primary” entry to parking lots or residential communities. The use of medians and/or special paving or landscaping to identify primary entries is required.



Single primary entrance reduces access points along Corridor

- Internal Drives

All internal drives should visually lead drivers to building entries, site amenities or focal elements.

- Design drives and parking areas to fit the natural contours of the site in order to minimize cut and fill and maintain natural drainage.
- Align streets and drives to offer views to significant architectural features and site amenities and to direct drivers.
- Internal streets shall be separated from parking lots by landscape islands and walkways.



Street alignment offers views of significant architectural feature

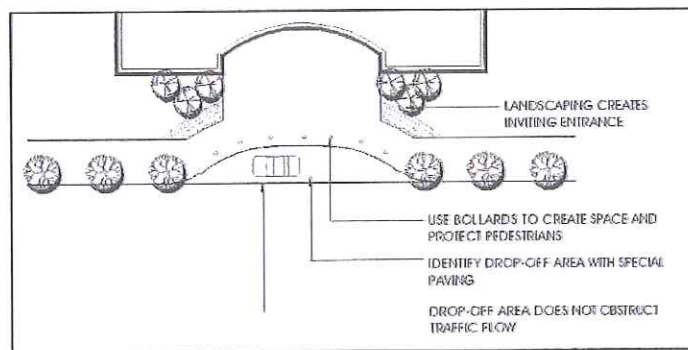
- Drop-Off Areas

Drop-off areas for vehicle passengers shall be incorporated into development plans and should provide safe, convenient access to building entries, pedestrian plazas and public open spaces. Drop-off areas must conform to all ADA regulations and standards.



Landscaped island separates parking lot from internal drive

- Emphasize drop-off areas with special paving material.
- Design drop-off lanes so they do not obstruct traffic flow when vehicles are stopped.
- Install bollards at drop-offs to provide protection for buildings and pedestrian walkways.



Drop-off area doesn't conflict with regular traffic and is identified with paving and bollards

■ Service Areas

Service vehicle circulation throughout the City shall be designed to provide safe and efficient delivery routes for all anticipated service and delivery vehicles. The design of individual parcels to accommodate truck access shall meet all regulatory requirements for turning movements without sacrificing other important design objectives.

- Locate service areas away from major streets and building entrances.
- A noise barrier is required in situations where service areas are adjacent to a residential land use.
- Minimize pedestrian and service vehicle conflicts.
- Hide/screen views into service areas. Screening can be provided with landscaping or screen walls. Screen walls shall repeat materials and elements of the primary building.
- Adjoining uses should share service drives where possible.
- Design service drives to accommodate the traffic intended to use them including all entrance roads and access aisles that will be used to access the service areas.



Service area screened with landscaping

■ Pedestrian Circulation

The purpose of pedestrian circulation standards is to establish guidelines for creating a pedestrian circulation system that is safe and efficient. Good walking environments include: continuous routes between sites, clearly defined access from parking areas, a variety of connected destinations and a feeling of safety and security. In essence, creating a sense of comfort.

■ Sidewalks

Sidewalks must be constructed to provide pedestrian access to adjacent development and connections to the pedestrian trails throughout the City. Within specific developments, sidewalks shall provide access to and from parking lots, neighborhoods, schools, parks and open spaces.

- Create distinct pedestrian corridors, which funnel pedestrians to logical gateways, plazas or other destinations.



Path provides access to park and adjacent neighborhood

- Place special emphasis on pedestrian connections that link schools, recreation areas and other major activity areas.
- Neighborhoods should have access to open space and pocket parks by way of sidewalks and trails.
- In residential areas, sidewalks should be located on both sides of the street.
- Pavers or other changes in material should be used for walks adjacent to buildings and at street intersections to identify and enhance pedestrian routes.



Pavers next to building enhance appearance

▪ Crosswalks

Crosswalks are required at all intersections and key pedestrian crossings. Crosswalks must be identified by a change in color, height, width, texture, or materials. Refer to ADA regulations and standards for any specific criteria regarding crosswalks and ramps.



Enhanced paving delineates crosswalk

▪ Pedestrian Circulation in Parking Lots

Walkways that lead pedestrians from parking areas to buildings or plazas should be designed to facilitate easy movement and minimize crossing conflicts with vehicles. Pedestrians should feel comfortable about their walkways to buildings and pedestrian corridors should be clearly identified.

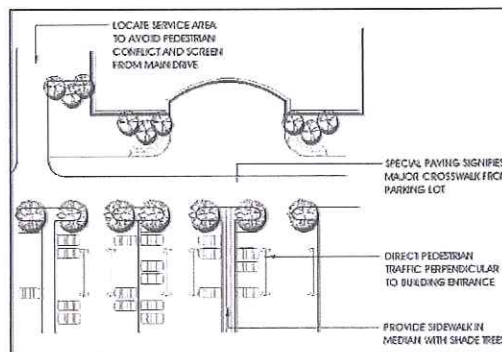
- Pedestrians should not be required to cross service drives to reach major entrances from primary parking lots.
- Where major pedestrian routes within parking lots cross roadways and drives, use textured or colored paving materials to distinguish the route.
- Medians with sidewalks allow for safe circulation and reduce circulation conflicts.
- Wherever feasible orient parking aisles perpendicular to building entrances.



Landscaped median with sidewalk



Crosswalk delineated with paving and bollards



Median with sidewalk allows safe access to building entry

▪ Accessibility

Owners and developers are expected to meet or exceed all requirements of the Americans with Disabilities Act (ADA), 1992, and all amendments thereto in the design and development of individual parcels, sites, buildings, and facilities. To the greatest extent possible, provide equal access in a manner that integrates ADA accessibility with ordinary accessibility, rather than separately.

PRINCIPLE 8: Appropriate design of parking lots, utilities, service areas and detention areas to reduce the negative impact of typically unattractive site components

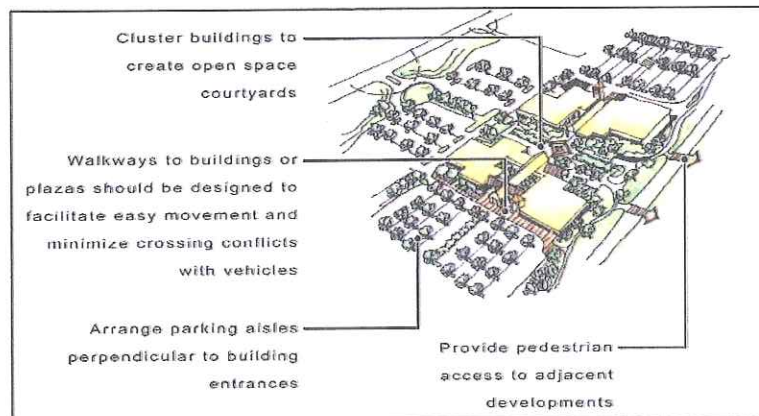
This section provides standards for the siting and layout of parking lots, service and loading areas, utilities, trash, storage and detention facilities. Specific landscaping criteria for these areas are included in the Landscape Principles section. Site plans specifying parking and circulation designs, utility and detention requirements shall be submitted to the City for review.

▪ Parking

- Parking ratios and quantity of spaces shall comply with the criteria set forth in the United City of Yorkville Zoning Ordinance.
- Parking areas should be designed and located so they provide safe and efficient vehicular and pedestrian circulation within a site.
- Minimize negative visual impacts from adjacent roadways.
- Break large expanses of pavement with landscape medians and islands.
- Divide parking areas which accommodate a large number of vehicles into a series of smaller, connected lots.
- Avoid situations where parking spaces directly abut structures.
- Separate parking aisles from interior collectors and entry drives whenever possible.



Minimize negative visual impacts of parking from roadways



- *Shared Parking*

Where opportunities exist for shared parking between uses with staggered peak parking demands, consider reducing the total number of parking spaces within each site or parcel. Parking should be shared between complementary uses such as churches and office buildings.

- *Store Front & Street Parking Requirements*

All store front parking areas shall use angled parking or parallel parking. Areas shall be provided for sidewalks and landscaping between the store front and the edge of parking stall.

- *Bicycle*

To encourage and accommodate alternative transportation modes, provide bicycle parking within each building site. Locate bicycle parking areas so they are visible from building entrances and convenient for riders. Parking areas shall be landscaped in a manner consistent with pedestrian plazas. Also, bike racks should be of a style consistent with other site elements.

- **Substations/Water/Wastewater Stations**

Proposed electric substations, water pump stations and wastewater lift stations shall be screened from public views by a means of a 6 foot masonry wall on all sides with the exception of the area for gate access to the facility combined with landscaping. Service access shall be considered and incorporated into the screening program.

- **Detention**

- Drainage facilities should be used as an amenity to a development. If the existing topography allows, the location can be incorporated into an entry feature or can be the foundation for a park with trails and open space.
- Natural and/or vegetated drainage swales provide open space connections, filter runoff and improve the aesthetic appearance of development.
- Detention facilities should not be designed as to require chain link fencing or concrete walls. If such designs are required due to engineering requirements, consider using decorative modular stone to give the appearance of a retaining wall.
- Detention ponds located in the front yard building setback shall be designed as a curvilinear, contoured shape.



Lake serves as main entry feature



Naturalistic drainage channel provides opportunities for trail connection

■ Location of Utilities

Visual and sound impacts of utilities, mechanical equipment, data transmission dishes, towers and other equipment should be minimized in all development plans.

- Design and install all permanent utility service lines underground.
- During construction and maintenance, minimize disruptions to other sites and businesses within the City.
- Temporary overhead distribution power and telephone lines are permitted during construction but shall be removed immediately upon completion of site and building construction.
- Wherever possible, mount data transmission and receiving telecommunication devices at ground level to the rear of structures and screen views from adjacent roadways, pedestrian paths and building sites.
- Screen all electrical transformers, gas meters and other utility cabinets from view.
- Structures are prohibited from being located in utility easements. Avoid locating signs, special landscape features, etc. in utility easements.
- Air conditioning units, vent systems and other mechanical systems that must be located on building roofs shall be screened from sight at the ground plane.
- In residential communities:
 - Items requiring screening should be located on the rear or side yards when possible and should be integrated into the unit design.
 - Air conditioning units must be located behind a screen wall or planting hedge.
 - Utility meters must be located on side or rear elevations of the dwelling.

■ Location of Service/Delivery/Trash/Storage Areas

The visual impacts of service, delivery, trash and outdoor equipment or storage areas should be minimized, particularly relative to views from public roadways and pedestrian corridors. Thoughtful placement and integration into the architecture and site design is a priority for all sites.

- Orient service entrances, loading docks, waste disposal areas and other similar uses toward service roads and away from major streets and primary building entrances.
- Locate loading, service, trash and delivery areas so they do not encroach on any setbacks.



Screen dumpsters with walls and materials that match architecture of primary building

- Avoid locating service areas where they are visible from adjacent buildings or where they may impact view corridors. Such facilities are more appropriate at the rear of buildings or sites.
- Trash enclosures must be located away from residential property lines.
- Wherever possible, coordinate the locations of service areas between adjacent users or developments, so that service drives can be shared.



Screen dumpsters with walls and materials that match architecture of primary building

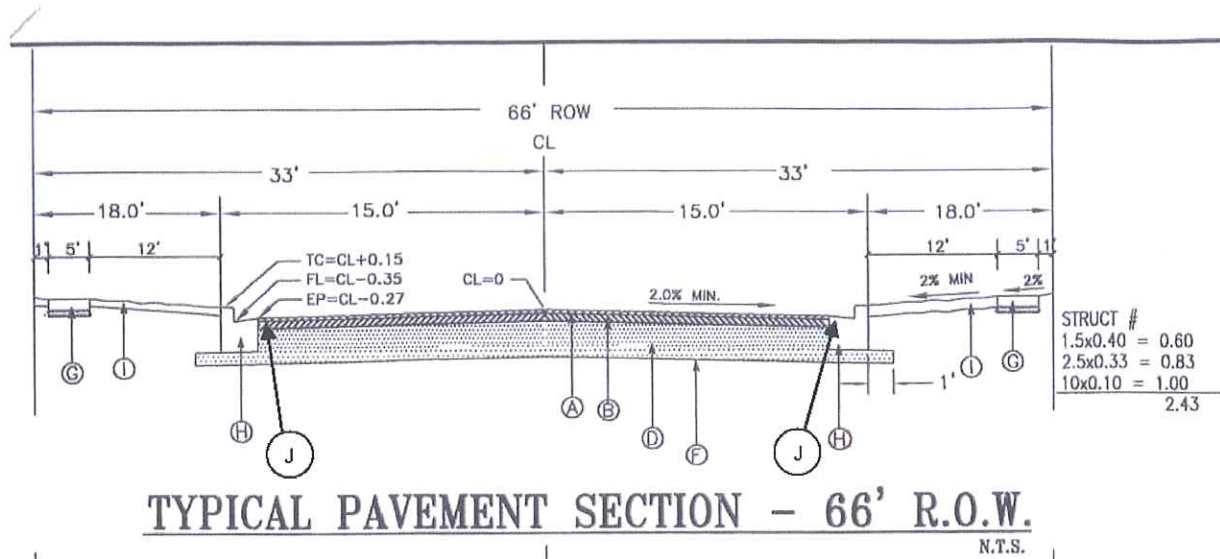
- Locate parking areas for outdoor equipment, trucks, trailers, service vehicles, etc. away from public parking lots and major pedestrian circulation routes. Unless totally out of view, screen these areas architecturally and with landscaping.
- All proposed dumpsters, trash receptacles, refuse storage containers, outdoor storage, and ground mounted equipment should be located within an enclosure providing screening along with landscaping along the perimeter. Such enclosures shall repeat materials and elements on the primary building.

The Data is provided without warranty or any representation of accuracy, timeliness, or completeness. It is the responsibility of the "Requester" to determine accuracy, timeliness, completeness, and appropriateness of its use. The United City of Yorkville makes no warranties, expressed or implied, to the use of the Data.
-Parcel Data provided by Kendall County GIS



Exhibit "G"

Page 2 of 2



- (A) 1.5" BITUMINOUS CONCRETE SURFACE COURSE, CL 1, TY. 2, MIX. D
- (B) 2.5" BITUMINOUS CONCRETE BINDER COURSE, CL 1, TY. 2
- (C) 4.5" BITUMINOUS CONCRETE BINDER COURSE, CL 1, TY. 2 (2 LIFTS)
- (D) 10" CRUSHED AGGREGATE SUB-BASE, TY. B.
- (E) 12" CRUSHED AGGREGATE SUB-BASE, TY. B.
- (F) COMPACTED SUBGRADE WITH GEO-TEXTILE FABRIC, AMOCO 4551 OR APPROVED EQUAL
- (G) 5" PCC SIDEWALK WITH W/4" CRUSHED AGG. SUB-BASE
- (H) COMB. CONC. CURB AND GUTTER, TYPE B-6.12
- (I) 6" TOP SOIL AND SEEDING

(J) Joint filling with hot-poured rubberized asphalt cement

EXHIBIT H - WINDMILL FARMS ANNEXATION - RESIDENTIAL FEE SCHEDULE			
	<u>Name of Fee</u>	<u>Amount</u>	<u>Time of Payment</u>
1	School District Transition Fee	\$3,000 per unit	Paid to School District Office prior to issuance for building permit
2	Yorkville Bristol Sanitary District Connection Fee	\$1,400 per unit	At time of building permit, paid at City Hall with separate check made out to YBSD
3	Yorkville Bristol Sanitary District Annexation Fee	3806 per acre	Paid for entire development, at time of annexation to sanitary district
4	Yorkville Bristol Sanitary District Infrastructure Fee	3806 per acre	Paid for entire development, at time of annexation to sanitary district
5	Residential Building Permit Fee	\$650 + \$0.20 per square foot	Building Permit
6	Residential Water Connection Fee	\$3,700 per unit	Building Permit
7	Water Meter Cost (not applicable to fee lock)	\$390 per unit for SF	Building Permit
8	Residential City Sewer Connection Fee	\$2,000 per unit	Building Permit
9	Water and Sewer Inspection Fee	\$25 per unit	Building Permit
10	Public Walks and Driveway Inspection Fee	\$35 per unit	Building Permit
11a	Public Works (Development Impact Fee)	\$700 per unit	Building Permit
11b	Police (Development Impact Fee)	\$300 per unit	Building Permit
11c	Municipal Building (Development Impact Fee)	see "time of payment"	Municipal Building Impact Fee is set up as \$5,509 per unit if paid at time of permit, or \$3,288 per unit if paid at time of final plat for all units in the entirety of the annexed development.
11d	Library (Development Impact Fee)	\$500 per unit	Building Permit
11e	Parks and Rec (Development Impact Fee)	\$50 per unit	Building Permit
11f	Engineering (Development Impact Fee)	\$100 per unit	Building Permit
11g	Bristol Kendall Fire District (Development Impact Fee)	\$1,000 per unit	Building Permit
12	Parks Land Cash Fee	Calculated by ordinance, \$101,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
13	School Land Cash Fee	Calculated by ordinance, \$101,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
14	Road Contribution Fund	\$2,000 per unit	Building Permit
15	County Road Fee	\$1,707 per unit, escalating each calendar year at a rate determined by ordinance	Building Permit
16	Weather Warning Siren	\$75 per acre	Final Plat
17	Administration Review Fee	1.75% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat
18	Engineering Review Fee	1.25% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat
19	Engineering Coordination Fee	0.35% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat



United City of Yorkville

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

EXHIBIT H - COMMERCIAL PERMIT FEES

COMMERCIAL PERMIT FEES

Permit/Plan Review

Building Permit	\$750.00 plus \$0.20 per square foot
Plan Review	Based on building size (See Attached)

Contributions

Development Fee	\$3000.00* - See Attached Ordinance 2004-55 (Increase in Bristol-Kendall Fire Protection District Fee)
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Water/Sewer

Sewer Tap	See Attached Ordinance #96-11	
Water Tap	<u>Water Meter Size</u>	<u>Water Connection Fee</u>
	1"	\$ 3,700
	1 1/2"	\$ 4,000
	2"	\$ 5,000
	3"	\$ 8,000
	4"	\$15,000
	6" and larger	TBD

Water Meter	<u>Water Meter Size</u>	<u>Water Meter Price</u>
	1"	\$ 485.00
	1 1/2"	\$ 790.00
	2"	\$2800.00
	3"	\$3550.00
	4"	\$5420.00
	6"	\$8875.00

Engineering Inspections	\$60.00
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River Crossing Fee	\$25.00 per drain unit. See attached Ordinance 97-11
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**Engineering and Landscaping review fees will be billed separately.

*** Please call the Yorkville Bristol Sanitary District for sanitary permit fees (630) 553-7657

EXHIBIT H - MULTI-FAMILY PERMIT FEES

MULTI-FAMILY RESIDENTIAL USE GROUP

A. New Construction Per Unit	\$350.00 plus \$0.15 per s.f.
B. Remodeling Per Unit	\$175.00 plus \$0.10 per s.f.
C. Detached Garage Per Unit without Electrical	\$50.00
D. Detached Garage Per Unit with Electrical	\$100.00
E. Temporary to Start Construction	25% of full permit fee, not to be applied to the full permit fee
F. Temporary Certificate of Occupancy when Requested by the Builder when Circumstances <u>Do Not</u> Warrant	\$50 per unit (non-refundable)

ALL OTHER USE GROUPS

<input type="checkbox"/> A. New Construction	\$750.00 plus \$0.20 per square foot	<input type="checkbox"/>
B. Additions	\$500.00 plus \$0.20 per square foot	
C. Remodeling	\$350.00 plus \$0.10 per square foot	
D. Temporary to Start Construction	25% of full permit fee, not to be applied to the full permit fee	
E. Temporary Certificate of Occupancy when Requested by the Builder when Circumstances <u>Do Not</u> Warrant	\$200.00 (non-refundable)	

NOTE: Building permit fee does not include the plan review fee for the "multiple-family residential use group" and "other use group" categories. The plan review fee will be based on the schedule following the permit fees. Plan review fees to the inspection firm will be paid at the same time as the building permit fee.

PLAN REVIEW FEES (May vary due to outside consultant's fee schedules.)

BUILDING CODE

<i>Building Size</i>	<i>Fee</i>
1 to 60,000 cubic feet	\$355.00
60,001 to 80,000 cubic feet	\$400.00
80,001 to 100,000 cubic feet	\$475.00
100,001 to 150,000 cubic feet	\$550.00
150,001 to 200,000 cubic feet	\$650.00
over 200,000 cubic feet	\$650.00 + \$6.50 per 10,000 cubic feet over 200,000

REMODELING PLAN REVIEW 1/2 of Plan Review Fee Listed Above

ELECTRICAL, MECHANICAL, OR PLUMBING PLAN REVIEW ONLY

1/4 of Plan Review Fee Listed Above

FIRE DETECTION/ALARM SYSTEMS

\$115.00 per 10,000 square feet of floor area

FIRE SPRINKLER SYSTEMS

<i>Number of Sprinklers</i>	<i>Pipe Schedule</i>	<i>Hydraulic Calculated</i>
Up to 200	\$250.00	\$500.00
201-300	\$300.00	\$575.00
301-500	\$400.00	\$775.00
Over 500	\$450.00	\$850.00
PLUS, for each Sprinkler over 500:	\$0.60/each	\$0.95/each

ALTERNATE FIRE SUPPRESSION SYSTEMS

Standpipe

\$175.00 per Standpipe Riser
(No charge with Sprinkler Review)

Specialized Extinguisher Agent (Dry or Other Chemical Agent)

\$125.00 per 50 pounds agent

Hood & Duct Cooking Extinguisher Agent

\$150.00 flat rate per system.

NOTE: If any plan has to be sent to an outside consultant other than the inspection firm, the outside consultant's fee(s) will be charged and that fee paid directly to the outside consultant.

Sold To:

United City of Yorkville - CU00410749
800 Game Farm Rd
Yorkville, IL 60560-1133

Bill To:

United City of Yorkville - CU00410749
800 Game Farm Rd
Yorkville, IL 60560-1133

Certificate of Publication:

Order Number: 7291126

Purchase Order: PZC 2022-19

State of Illinois - Kendall

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 9/23/2022, and the last publication of the notice was made in the newspaper dated and published on 9/23/2022.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Sep 23, 2022.**

The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

24th Day of September, 2022, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2022-19**

NOTICE IS HEREBY GIVEN THAT Jordan Gash, on behalf of Restore Church, Inc., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification of three (3) parcels totaling approximately 34 acres located at 8710 Route 71 in Yorkville, Illinois. The real property, situated east of Illinois State Route 71 and Illinois State Route 126 intersection on the north-east corner of Wing Road and Illinois State Route 71, is part of the previously approved Windmill Farms Annexation Agreement. The Windmill Farms Annexation Agreement zoned the parcels as a Planned Unit Development (PUD) which allowed for certain land uses consistent with those found in the R-4 General Multi-Family Residence District and B-3 General Business Zoning districts. The petitioner is seeking to rezone the three (3) parcels totaling 34 acres from the Planned Unit Development (PUD) zoning designation to the B-3 General Business District. The purpose of the rezoning is to continue to operate the existing religious institution land use and accommodate future commercial development.

The legal description of said parcels are as follows:

PARCEL 1:

27.60 AC TR LYG PT SW¼ & PT NW¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC"

PER DOC 17-16528, PG 5) CITY OF YORKVILLE

"THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579.53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 26, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472.59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598.62 FEET EASTEAL Y OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PIN# 05-03-300-029

PARCEL 2:

.49 AC TR LYG SW¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE

"THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 DEGREES WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST 592.27 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS

WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PIN# 05-03-300-033

PARCEL 3:

5.40 AC TR LYG SW¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(Loss and except from Above Parcels 1, 2 & 3 part of the Southwest Quarter and part of the Northwest Quarter of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows with bearings and distances based upon the Illinois State Plane Coordinate System, (Grid) East Zone (NAD-83, 2007 adj.): Commencing at the southwest corner of said Section 3; thence North 01 degree 35 minutes 30 seconds West 1995.04 feet along the west line of said southwest quarter section to the centerline of Illinois Route 71; thence North 69 degrees 55 minutes 19 seconds East 262.19 feet along said centerline to the point of curvature of a 11,479.05 foot radius curve to the left; thence northeasterly 1163.11 feet along said curve whose chord bears North 67 degrees 01 minutes 09 seconds East 1162.62 feet; thence South 25 degrees 53 minutes 00 seconds East 50.00 feet to the Point of Beginning on the southeasterly right of way line of Illinois Route 71; thence northeasterly 1118.45 feet along said southeasterly right of way line along a 11,529.02 foot radius curve to the left whose chord bears North 61 degrees 20 minutes 15 seconds East 1116.01 feet; thence North 58 degrees 33 minutes 29 seconds East 316.42 feet along said right of way line to the west line of property described in document number 201300024064; thence South 13 degrees 56 minutes 03 seconds East 15.73 feet along said west line; thence South 58 degrees 33 minutes 29 seconds West 65.67 feet; thence South 56 degrees 13 minutes 50 seconds West 246.22 feet to a non-tangential curve to the right; thence southwesterly 656.26 feet along a 11,554.05 foot radius curve to the right whose chord bears South 60 degrees 11 minutes 25 seconds West 658.17 feet; thence South 50 degrees 42 minutes 49 seconds West 51.33 feet; thence southwesterly 75.56 feet along a 11,564.05 foot radius curve to the right whose chord bears South 62 degrees 15 minutes 33 seconds West 75.56 feet; thence South 73 degrees 52 minutes 10 seconds West 76.98 feet; thence southwesterly 226.37 feet along a 11,549.05 foot radius curve to the right whose chord bears South 63 degrees 22 minutes 56 seconds West 226.37 feet; thence South 15 degrees 56 minutes 14 seconds West 40.32 feet; thence South 23 degrees 05 minutes 13 seconds East 100.12 feet; thence South 10 degrees 56 minutes 42 seconds East 51.74 feet to the easterly right of way line of Wing Road; thence North 22 degrees 56 minutes 26 seconds West 200.26 feet along said right of way line to the Point of Beginning.)

PIN# 05-03-300-033

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

CHICAGO TRIBUNE

media group

business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said application on **Wednesday, October 12, 2022 at 7 p.m.** at the United City of Yorkville, City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

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

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

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

JORI BEHLAND
City Clerk
9/23/22 7291126 HSPAXLP



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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2022-20 & EDC 2022-59

Agenda Item Summary Memo

Title: Windmill Farms – 3rd Amendment to Annexation Agreement

Meeting and Date: City Council – November 8, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC - 10/25/2022 Action Taken: A public hearing was held.

Item Number: PZC 2022-20 & EDC 2022-59

Type of Vote Required: _____

Council Action Requested: _____

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

Agenda Item Notes:

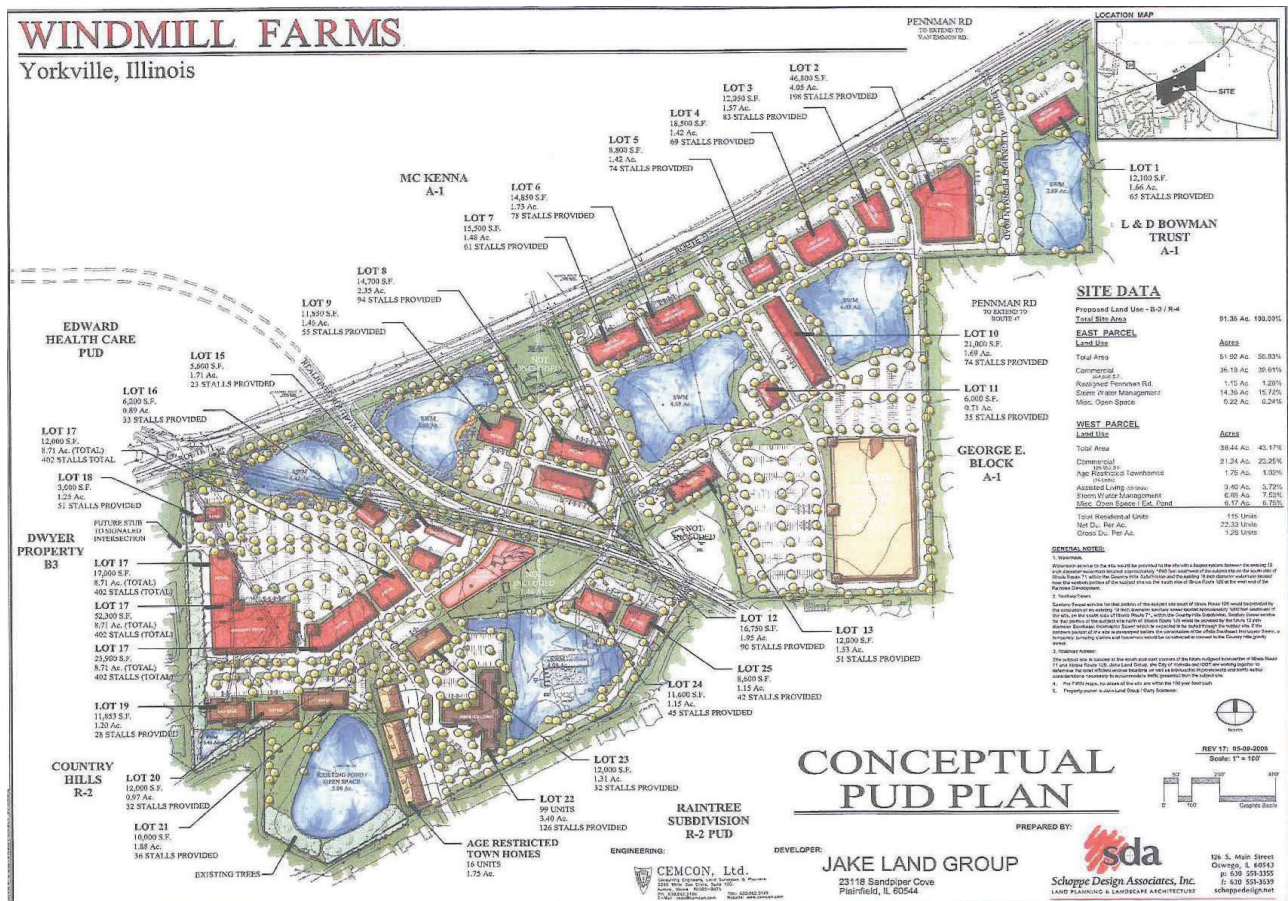


Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Kathleen Field-Orr, City Attorney
Date: October 18, 2022
Subject: **Windmill Farms – 3rd Amendment to Annexation Agreement**
PUBLIC HEARING Regarding Zoning of Certain Property within Original Development

SUMMARY:

The request is for an amendment to an existing annexation agreement for the Windmill Farms Planned Unit Development (PUD) approved in 2008. The PUD covered approximately 91-acres of land under contract by the former developer, Jake Land Group, for a proposed commercial and multi-family residential development (refer to concept PUD Plan below). Although the City annexed the parcels and rezoned the entire site under a “PUD” zoning, a final plat was never recorded to formalize the PUD and development never commenced. This left the properties in the Windmill Farms development saddled with entitlements that limited their ability to redevelop, expand or rezone without City Council action. Included within the original Windmill Farms development are 33-acres consisting of three (3) parcels currently owned by Restore Church, Inc. A portion of the overall 33-acres utilized for religious institution with plans for expansion and future land uses compatible with the underlining B-3 zoning designation.



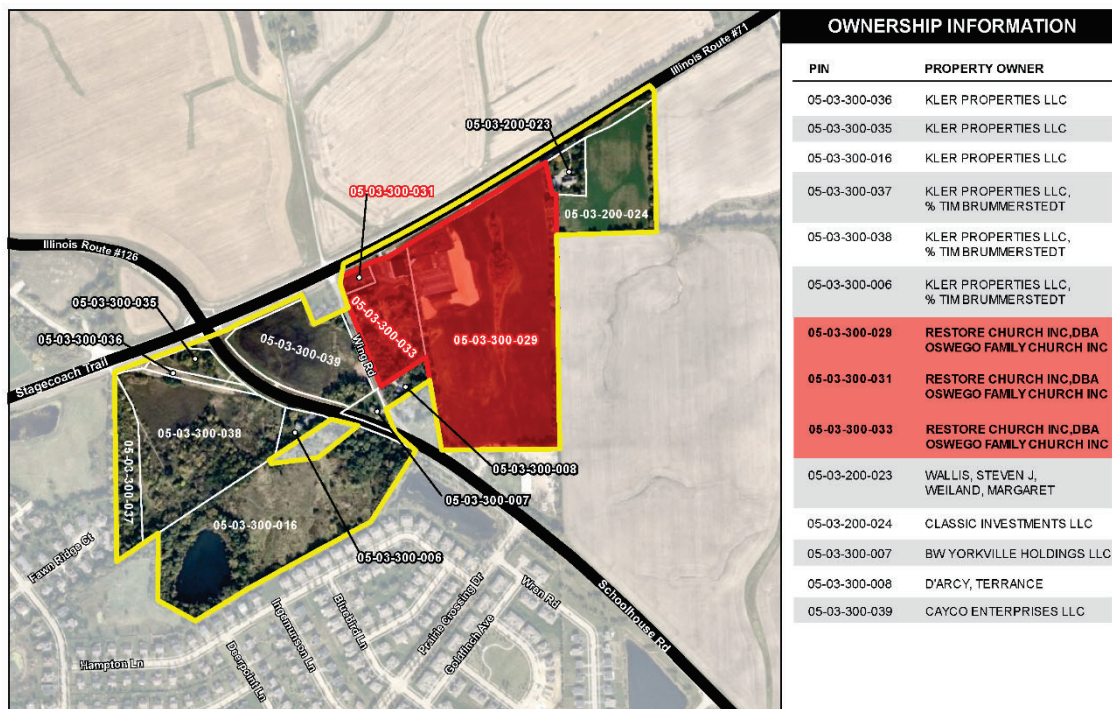
Restore Church, Inc. intends to continue operations of its ministry in the existing 6,800 square foot church building which was a renovation of an existing structure and construct a 10,000 square foot addition. Future plans for the remainder of the overall 33-acres are yet to be determined but will comply with the proposed B-3 permitted zoning land uses.

Therefore, the amendment seeks to remove the subject property from the previously approved annexation agreement. Since the annexation agreement is not set to expire until 2028, each property owner must seek City Council approval to remove themselves from the agreement's provisions by amendment. Once removed, the property will only retain its zoning, which is the PUD District zoning. Additionally, the City no longer has a Planned Unit Development (PUD) zoning district, therefore the property will be required to rezone. The proposed agreement amendment is being considered concurrently with a request for rezoning from PUD to B-3 General Business District by the Planning and Zoning Commission.

DEVELOPMENT BACKGROUND:

In 2008, Windmill Farms was annexed into Yorkville and zoned within the Planned Unit Development (PUD) District via ordinances 2008-40 and 2008-42. The developer at that time, Jake Land Group, LLC, annexed eight (8) parcels totaling roughly 78-acres and assembled those with five (5) already annexed parcels to create a thirteen (13) parcel, an approximately 91-acre site, with a mix of residential and commercial land uses. Some of the parcels were purchased by the developer, while others were under contract. As part of the annexation agreement, certain B-3 General Business District and R-4 General Multi-Family Residence District land uses were permitted, and development was subject to the approved Windmill Farms concept land plan.

The annexation and zoning were the only approvals granted for the Windmill Farm development. Since that time, the Jake Land Group, LLC parcels were foreclosed upon and the contracts with the owners of the other parcels fell through. The majority of the property remained vacant or undeveloped since the



Restore Church Ownership Map

United City of Yorkville, Illinois
August 25, 2022

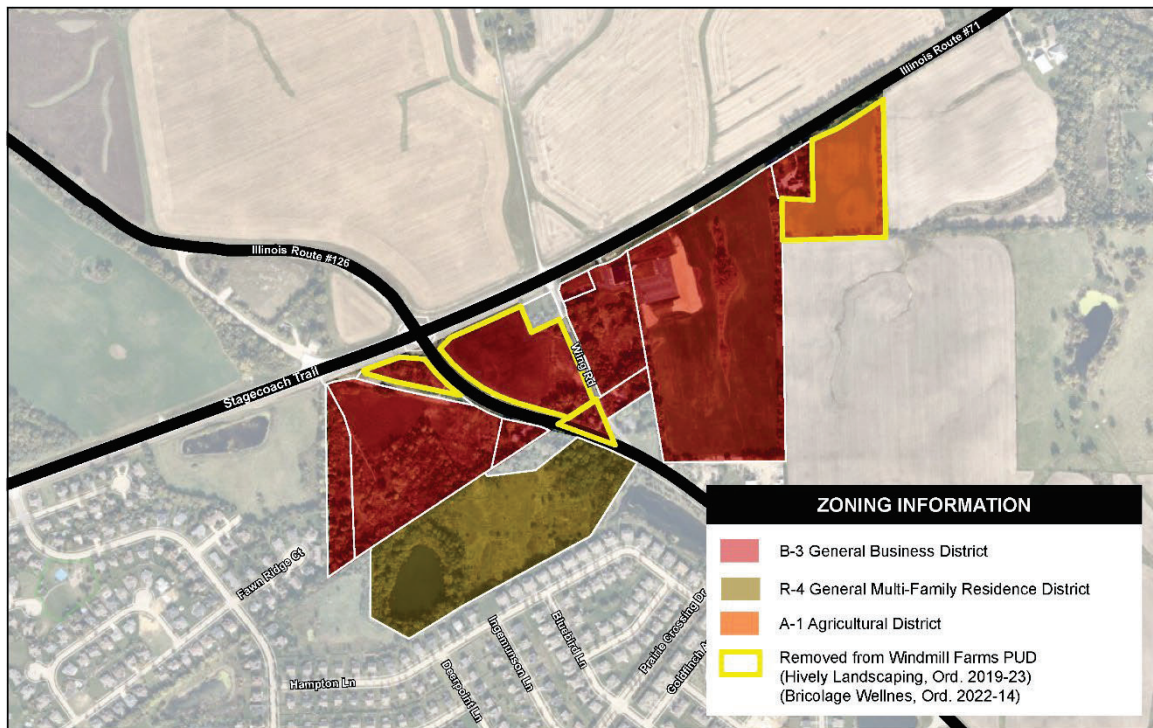


original approvals in 2008. Additionally, some parcels have been further subdivided. The current ownership of the parcels is depicted in the following map:

ZONING ANALYSIS:

The existing Windmill Farms Annexation and Planned Unit Development Agreement presents a unique land approval dilemma for successor property owners, specifically related to zoning of the parcels currently for sale and future land use development. The annexation agreement, which is nearing 15 years of its 20-year term, established a Planned Unit Development (PUD) zoning district for the development with portions of the property subject to certain B-3 business and R-4 multi-family residential land uses.

Recently, two (2) amendments to the Windmill Farms Annexation Agreement have been approved. The most recent was by Bricolage Wellness in April 2022 for the reuse of an existing residence as a professional office/clinic for therapeutic services and the other in 2019, when Hively Landscaping petitioned for annexation amendment through an identical entitlement process for three (3) parcels they purchased in the Windmill Farms development. Both successfully rezoned their parcels from PUD to B-3 General Business District and Hively also rezoned one parcel to A-1 Agriculture as depicted in the zoning map below:



Restore Church Zoning Map

United City of Yorkville, Illinois
April 25, 2022



According to the 2006 annexation agreement for Windmill Farms, a preliminary process for the approval of a PUD as a special use was anticipated with the adoption of the concept plan. However, the concept plan was never formalized via an ordinance approving the special use for a Planned Unit Development (PUD) and final plat of subdivision. With the passage of time, the concept plan for the Windmill Farm development is no longer valid. Therefore, it is staff and the City Attorney's recommendation to amend the only authorizing document for the Windmill Farms development, the

annexation and PUD agreement, to remove the subject parcel and thereby allowing it to be rezoned. Further, the rezoning will have no effect on the validity of the annexation itself.

PROPOSED AMENDMENT:

As prepared by the City Attorney, the proposed amendment deletes Paragraph 1: Annexation and Zoning of the original annexation agreement and replaces it with the following:

The City has adopted an ordinance annexing to the City the Subject Property and shall adopt an ordinance zoning the Subject Property into the B-3 General Business zoning district, which may be further changed without amendment of this Agreement pursuant to the procedures of the Zoning Code.

Paragraph 2A of the annexation agreement is proposed to be deleted, as it relates solely to the concept plan that was never adopted into a final plat for a special use PUD. And finally, paragraphs B and D of Section 3 of the original annexation agreement regarding the requirement for connection to City water and annexing into the Yorkville Bristol Sanitary District is deleted in its entirety, too.

STAFF COMMENTS:

Staff is highly supportive of the proposed annexation agreement amendment based upon legal counsel recommendation and in consideration of the length of time the area has remained undeveloped under the current concept plan and zoning. Staff and the petitioner will be available at Tuesday night's meeting to answer any questions.

ATTACHMENTS:

1. Draft Ordinance Approving 3rd Amendment to the Annexation Agreement
2. Draft 3rd Amendment to the Annexation Agreement
3. Petitioner's Application
4. Ord. 2008-40
5. Public Hearing Notice

Ordinance No. 2022-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING THE THIRD AMENDMENT TO THE ANNEXATION AND PLANNED UNIT
DEVELOPMENT AGREEMENT FOR A PORTION OF THE WINDMILL FARMS DEVELOPMENT
(Restore Church, Inc.)**

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, Jake Land Group, LLC (the “Original Owner”) entered into an *ANNEXATION AND PLANNED UNIT DEVELOPMENT AGREEMENT TO THE UNITED CITY OF YORKVILLE WINDMILL FARMS* (the “Original Annexation Agreement”) dated May 27, 2008 that was approved by the Mayor and City Council (the “Corporate Authorities”) by Ordinance No. 2008-40 on May 27, 2008 and recorded with the Kendall County Recorder on July 17, 2008 as document 200800016874; and,

WHEREAS, the Original Annexation Agreement provided for the annexation and zoning of approximately 62.82 acres of land to the City and the development of 15.32 acres already annexed to the City; and,

WHEREAS, on April 9, 2019, by Ordinance No. 2019-22, the Original Agreement was amended as it related to 16.21 acres of the Windmill Farms to rezone three (3) parcels to the City’s A-1 Agricultural District and B-3 General Business District for the development of a landscape nursery business (the "First Amendment"); the First Amendment was recorded with the Kendall County Recorder's Office on May 2, 2019 as document #201900005298; and,

WHEREAS, on April 26, 2022, by Ordinance No. 2022-14, the Original Agreement was amended a second time as it related to approximately 1.17 acres of the Windmill Farms development to rezone that property located at 8721 Route 126 to the City’s B-3 General Business District for the operation of a professional services office use (the "Second Amendment"); the Second Amendment was recorded with the Kendall County Recorder's Office on June 27, 2022 as document #202200010973; and,

WHEREAS, Restore Church, Inc. (“Developer”) is the owner of approximately 33.4 acres of the Windmill Farms property that is legally described on Exhibit A attached hereto and made a part hereof (the “Subject Property”) with PIN Numbers: 05-03-300-029, 05-03-300-031 and 05-03-300-033; and,

WHEREAS, Developer has petitioned the City to amend the Original Annexation Agreement to rezone the Subject Property pursuant to the current United City of Yorkville Zoning Ordinance (the “Zoning Code”) in order to permit the Developer to proceed with operation under the City’s B-3 General Business District for a large religious institution land use; and,

WHEREAS, the Corporate Authorities conducted a public hearing on the third amendment of the Original Annexation Agreement on October 25, 2022 and the statutory procedures provided in 65 ILCS 5/11-15.1-1, as amended, for the approval of this Third Amendment have been complied with.

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

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

Section 2: That the *THIRD AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN JAKE LAND GROUP LLC AND THE UNITED CITY OF YORKVILLE (Windmill Farms)*, attached hereto and made a part hereof by reference as Exhibit A be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver said Second Amendment.

Section 3: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, 2022.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

JASON PETERSON _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

MAYOR

Attest:

CITY CLERK

**THIRD AMENDMENT
TO THE ANNEXATION AGREEMENT
BETWEEN JAKE LAND GROUP LLC AND THE UNITED CITY OF YORKVILLE
(*Windmill Farms*)**

This Third Amendment (the “Amendment”) to the Annexation Agreement dated May 27, 2008, pertaining to the Windmill Farms properties, is entered into this ___ day of October, 2022, by and between the United City of Yorkville, Illinois, a municipal corporation (the “City”) and Restore Church, Inc., the owner of a portion of the Windmill Farms properties (the “DEVELOPER”); and,

WHEREAS, Jake Land Group, LLC (the “Original Owner”) entered into an *ANNEXATION AND PLANNED UNIT DEVELOPMENT AGREEMENT TO THE UNITED CITY OF YORKVILLE WINDMILL FARMS* (the “Original Annexation Agreement”) dated May 27, 2008 that was approved by the Mayor and City Council (the “Corporate Authorities”) by Ordinance No. 2008-40 on May 27, 2008 and recorded with the Kendall County Recorder on July 17, 2008 as document 200800016874; and,

WHEREAS, the Original Annexation Agreement provided for the annexation of approximately 62.82 acres of land to the City and the development of 15.32 acres already annexed to the City (the “Property”), when due to the changes in the economic conditions in the country and most particularly in the region, the Original Owner lost ownership of the Property; and,

WHEREAS, on April 9, 2019, by Ordinance No. 2019-22, the Original Agreement was amended as it related to 16.21 acres of the Windmill Farms to rezone three (3) parcels to the City’s A-1 Agricultural District and B-3 General Business District for the development of a landscape nursery business (the "First Amendment"); the First Amendment was recorded with the Kendall County Recorder's Office on May 2, 2019 as document #201900005298; and,

WHEREAS, on April 26, 2022, by Ordinance No. 2022-14, the Original Agreement was amended a second time as it related to approximately 1.17 acres of the Windmill Farms development to rezone that property located at 8721 Route 126 to the City's B-3 General Business District for the operation of a professional services office use (the "Second Amendment"); the Second Amendment was recorded with the Kendall County Recorder's Office on June 27, 2022 as document #202200010973; and,

WHEREAS, DEVELOPER is the owner of approximately 33.4 acres of the Windmill Farms property that is legally described on Exhibit A attached hereto and made a part hereof (the "Subject Property") with PIN Numbers: 05-03-300-029, 05-03-300-031 and 05-03-300-033; and,

WHEREAS, DEVELOPER has petitioned the City to rezone the Subject Property pursuant to the current United City of Yorkville Zoning Ordinance (the "Zoning Code") in order to permit DEVELOPER to proceed with operation under the City's B-3 General Business District for a large religious institution land use; and,

WHEREAS, the DEVELOPER is prepared to participate in all public hearings as required by law to accomplish this Amendment to the Original Annexation Agreement and as may be required to rezone the Property under the Zoning Code.

NOW, THEREFORE, the parties hereto agree as follows:

1. The above recitals are incorporated herein and made a part of this Agreement.
2. That the fifth whereas clause be and is hereby repealed.
3. That Paragraph 1 of the Original Annexation Agreement is hereby deleted and replaced with the following:

ANNEXATION AND ZONING

The City has adopted an ordinance annexing to the City the Subject Property and shall adopt an ordinance zoning the Subject Property into the B-3 General Business District for parcels 05-03-300-029, 05-03-300-031 and 05-03-300-033, which may be further changed without amendment of this Agreement pursuant to the procedures of the Zoning Code.

4. That Paragraph 2A of the Original Annexation Agreement is hereby deleted in its entirety.

5. That Paragraph 9, Notice, of the Original Annexation Agreement is hereby amended by deleting the person named to receive notice for the Developer and insert the following:

To Developer:

Jordan Gash
Restore Church, Inc.
8710 State Route 71
Yorkville, Illinois 60560

With a copy to:

John Philipchuck, Attorney
Cobine West Gensler Philipchuck & Corrigan, Ltd.
111 East Jefferson Avenue
Naperville, IL 60540

6. That Paragraphs B and D of Section 3, of the Original Annexation Agreement regarding the requirement for connection to City water and annexing into the Yorkville Bristol Sanitary District is hereby deleted in its entirety.

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

United City of Yorkville, an Illinois municipal
Corporation

By: _____
Mayor

Attest:

City Clerk

DEVELOPER

By: _____
Restore Church, Inc.

Attest:

Witness



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

APPLICATION FOR AGREEMENT AMENDMENT

DATE: JULY 14, 2022	PZC NUMBER:	DEVELOPMENT NAME: WINDMILL FARMS	
PETITIONER INFORMATION			
NAME: JORDAN GASH		COMPANY: RESTORE CHURCH, INC	
MAILING ADDRESS: 8710 STATE ROUTE 71			
CITY, STATE, ZIP: YORKVILLE, IL 60560		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 630-450-4679	
EMAIL: jordan@restorechurchyorkville.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: Old Second National Bank			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS: 8710 Route 71, Yorkville, IL 60560			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Property just east of the Route 71 and Route 126 intersection on the northeast corner of Wing Road and State Route 71.			
CURRENT ZONING CLASSIFICATION: PUD WITH UNDERLYING B-3 COMMERCIAL			
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW:			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: A-1 / UNINCORPORATED KENDALL COUNTY (FARM)			
EAST: R-4, B-3 / PUD (IMPROVED RESIDENTIAL)			
SOUTH: B-3 / PUD (IMPROVED COMMERCIAL)			
WEST: B-3 / COMMERCIAL			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
05-03-300-029			
05-03-300-031			
05-03-300-033			



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APPLICATION FOR AGREEMENT AMENDMENT

PROPERTY INFORMATION

NAME OF AGREEMENT: WINDMILL FARMS

DATE OF RECORDING: MAY 27, 2008

SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT:

PARCELS 05-03-300-029, 05-03-300-031, & 05-03-300-033 TO BE REMOVED FROM PUD.

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".


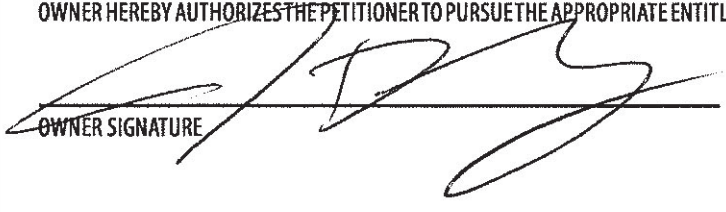
Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Petitioner must attach amendments from the existing agreement and title it as "Exhibit D".



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

APPLICATION FOR AGREEMENT AMENDMENT

ATTORNEY INFORMATION	
NAME: John Philipchuck	COMPANY: Dommermuth Cobine West Gensler Philipchuck & Corrigan, Ltd.
MAILING ADDRESS: 111 East Jefferson Avenue	
CITY, STATE, ZIP: Naperville, IL 60540	TELEPHONE: (630) 355-5800
EMAIL: JFP@dbcw.com	FAX:
ENGINEER INFORMATION	
NAME: Jason Wiesbrock	COMPANY: SpaceCo
MAILING ADDRESS: 224½ N. Liberty St.	
CITY, STATE, ZIP: Morris, IL 60450	TELEPHONE: 815-941-0260
EMAIL: jwiesbrock@spacecoinc.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Alberto Agama	COMPANY: Agama Designs
MAILING ADDRESS: 664 W Veterans Pkwy Suite A	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: (630) 385-2945
EMAIL: alberto@agamadesigns.com	FAX:
AGREEMENT	
<p>I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.</p> <p>I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.</p>	
 PETITIONER SIGNATURE	<u>7/15/22</u> DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.	
 OWNER SIGNATURE	<u>7/15/22</u> DATE



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800 Game Farm Road
Yorkville, Illinois, 60560
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Website: www.yorkville.il.us

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

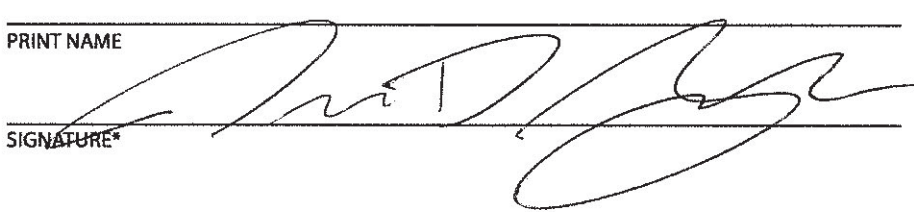
PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 8710 State Route 71, Yorkville, IL 60560	
PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION . This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.			
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY			
NAME: Jordan Gash		COMPANY: Restore Church, Inc	
MAILING ADDRESS: 8710 State Route 71			
CITY, STATE, ZIP: Yorkville, IL 60560		TELEPHONE: 630-450-4679	
EMAIL: jordan@restorechurchyorkville.com		FAX:	
FINANCIALLY RESPONSIBLE PARTY: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.			
Jordan Gash		President	
PRINT NAME		TITLE	
		7/14/2022	
SIGNATURE*		DATE	
<i>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</i>			
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS			
ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		

Exhibit A

PARCEL 1: 05-03-300-029

Legal Description

27.60 AC TR LYG PT SW ¼ & PT NW ¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC"
PER DOC 17-16528, PG 5) CITY OF YORKVILLE

"THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579.53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 26, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472.59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598.62 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PARCEL 2: 05-03-300-031

Legal Description

.49 AC TR LYG SW ¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 DEGREES WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PARCEL 3: 05-03-300-033

Legal Description

5.40 AC TR LYG SW ¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE 211 .0 FEET; THENCE NORTH 21 DEGREES 62 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(Loss and except from Above Parcels 1, 2 & 3 part of the Southwest Quarter and part of the Northwest Quarter of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows with bearings and distances based upon the Illinois State Plane Coordinate System, (Grid) East Zone (NAD-83, 2007 adj.):

Commencing at the southwest corner of said Section 3; thence North 01 degree 35 minutes 30 seconds West 1995.04 feet along the west line of said southwest quarter section to the centerline of Illinois Route 71; thence North 69 degrees 55 minutes 19 seconds East 262.19 feet along said centerline to the point of curvature of a 11,479.05 foot radius curve to the Jett; thence northeasterly 1163.11 feet along said curve whose chord bears North 67 degrees 01 minutes 09 seconds East 1162.62 feet; thence South 25 degrees 53 minutes 00 seconds East 50.00 feet to the Point of Beginning on the southeasterly right of way line of Illinois Route 71; thence northeasterly 1118.45 feet along said southeasterly right of way line along a 11,529.02 foot radius curve to the left whose chord bears North 61 degrees 20 minutes 15 seconds East 1116.01 feet; thence North 58 degrees 33 minutes 29 seconds East 316.42 feet along said right of way line to the west line of property described in document number 201300024064; thence South 13 degrees 56 minutes 03 seconds East 15. 73 feet along said west line; thence

South 58 degrees 33 minutes 29 seconds West 65.67 feet; thence South 56 degrees 13 minutes 50 seconds West 246.22 feet to a non-tangential curve to the right; thence southwesterly 656.26 feet along a 11,554.05 foot radius curve to the right whose chord bears South 60 degrees 11 minutes 25 seconds West 658.17 feet; thence South 50 degrees 42 minutes 49 seconds West 51.33 feet; thence southwesterly 75.56 feet along a 11,564.05 foot radius curve to the right whose chord bears South 62 degrees 15 minutes 33 seconds West 75.56 feet; thence South 73 degrees 52 minutes 10 seconds West 76.98 feet; thence southwesterly 226.37 feet along a 11,549.05 foot radius curve to the right whose chord bears South 63 degrees 22 minutes 56 seconds West 226.37 feet; thence South 15 degrees 56 minutes 14 seconds West 40.32 feet; thence South 23 degrees 05 minutes 13 seconds East 100.12 feet; thence South 10 degrees 56 minutes 42 seconds East 51.74 feet to the easterly right of way line of Wing Road; thence North 22 degrees 56 minutes 26 seconds West 200.26 feet along said right of way line to the Point of Beginning.)

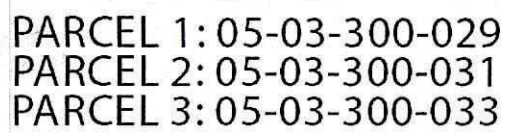


Exhibit B

05-03-200-023

OWNER: WALLIS, STEVEN J, WEILAND, MARGARET
OWNER ADDRESS: 8614 RTE 71
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8614 RTE 71
YORKVILLE, IL 60560

05-03-200-024

OWNER: CLASSIC INVESTMENTS LLC
OWNER ADDRESS: 640 B RANCE RD
OSWEGO, IL 60543

05-03-300-006

OWNER: KLER PROPERTIES LLC, % TIM BRUMMERSTEDT
OWNER ADDRESS: 10061 LEGION RD
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8780 ROUTE 126
YORKVILLE, IL 60560

05-03-300-007

OWNER: BIG SKY MANAGEMENT LLC
OWNER ADDRESS: PO BOX 565
SUGAR GROVE, IL 60554
PROPERTY ADDRESS: 8721 ROUTE 126
YORKVILLE, IL 60560

05-03-300-008

OWNER: D'ARCY, TERRANCE
OWNER ADDRESS: 2022 ESSINGTON RD
JOLIET, IL 60435
PROPERTY ADDRESS: 6610 WING RD
YORKVILLE, IL 60560

05-03-300-016

OWNER: KLER PROPERTIES LLC, % TIM BRUMMERSTEDT
OWNER ADDRESS: 10061 LEGION RD
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8720A ROUTE 126
YORKVILLE, IL 60560

05-03-300-029

OWNER: RESTORE CHURCH INC
OWNER ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560

05-03-300-031

OWNER: RESTORE CHURCH INC
OWNER ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560

05-03-300-033

OWNER: RESTORE CHURCH INC
OWNER ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8710 RTE 71
YORKVILLE, IL 60560

05-03-300-034

OWNER: SCOTT & BETH LIMBERG
OWNER ADDRESS: 1627 N 17TH RD
STREATOR, IL 61364
PROPERTY ADDRESS: 1625 WING RD
YORKVILLE, IL 60560

05-03-300-035

OWNER: KLER PROPERTIES LLC
OWNER ADDRESS: 31 W 325 SCHOGER DR
NAPERVILLE, IL 60564

05-03-300-036

OWNER: KLER PROPERTIES LLC
OWNER ADDRESS: 31 W 325 SCHOGER DR
NAPERVILLE, IL 60564

05-03-300-037

OWNER: KLER PROPERTIES LLC, % TIM BRUMMERSTEDT
OWNER ADDRESS: 10061 LEGION RD
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8996 A STAGECOACH TRL
YORKVILLE, IL 60560

05-03-300-038

OWNER: KLER PROPERTIES LLC, % TIM BRUMMERSTEDT
OWNER ADDRESS: 10061 LEGION RD
YORKVILLE, IL 60560
PROPERTY ADDRESS: 8996 B STAGECOACH TRL
YORKVILLE, IL 60560

05-03-300-039

OWNER: CAYCO ENTERPRISES LLC
OWNER ADDRESS: 34 COUNTRYVIEW DR
YORKVILLE, IL, 60560

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

200800016874
Filed for Record in
KENDALL COUNTY, ILLINOIS
RENETTA S NICKELSON
07-17-2008 At 09:50 am
ORDINANCE 102.00
RHPF Surcharge 10.00

Ordinance No. 2008- 40

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AND
PLANNED UNIT DEVELOPMENT AGREEMENT
(Windmill Farms)**

WHEREAS, it is prudent and in the best interest of the United City of Yorkville, Kendall County, Illinois, to enter into a certain Annexation and Planned Unit Development Agreement pertaining to the annexation of real estate described on Exhibit A attached thereto and made a part hereof; and,

WHEREAS, said Annexation and Planned Unit Development Agreement has been reviewed, discussed and considered by the City Council; and,

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and,

WHEREAS, the statutory procedures as set forth in 65 ILCS 5/11-15.1-1, pertaining to the approval and execution of annexation and planned unit development agreement have been fully satisfied; and,

WHEREAS, the property is contiguous to the existing boundaries of the City.

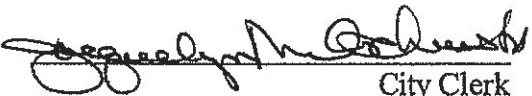
NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville that the City Code of the City of Yorkville be amended as follows:





Section 1. The Mayor and City Council hereby approve the Annexation and Planned Unit Development Agreement a copy of which is attached to this Ordinance (the "*Annexation and Planned Unit Development Agreement*"), pertaining to the real estate legally described on *Exhibit A* also attached hereto.



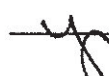
Section 2. The Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, said Annexation and Planned Unit Development Agreement and the Clerk is further directed to file said Annexation and Planned Unit Development Agreement with the Kendall County Recorder's Office.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 27 day of May, A.D. 2008.


City Clerk

ROBYN SUTCLIFF	
ARDEN JOE PLOCHER	
GARY GOLINSKI	
ROSE SPEARS	

JOSEPH BESCO	
WALLY WERDERICH	
MARTY MUNNS	

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this 27 day of may, A.D. 2008.

Valerie Burd
Mayor

EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00°14'45" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89°50'00" WEST, 684.42 FEET; THENCE NORTH 09°30'00" WEST, 592.27 FEET; THENCE SOUTH 57°33'55" WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21°52'29" WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21°52'29" EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68°07'31" EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21°52'29" WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.39 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 0.6060 ACRE.

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00°14'45" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89°50'00" WEST, 684.42 FEET; THENCE NORTH 09°30'00" WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57°33'55" WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21°52'29" WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68°07'31" EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21°52'29" WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09°30'00" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09°30'00" EAST, ALONG SAID LINE, 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 5.6041 ACRES.

THAT PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE SOUTH 0 DEGREES, 07 MINUTES, 44 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1284.36 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 31 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES, 32 MINUTES, 39 SECONDS WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES, 05 MINUTES, 46 SECONDS WEST, 748.40 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES, 50 MINUTES, 30 SECONDS WEST AT THE LAST DESCRIBED POINT, 627.46; THENCE NORTH 60 DEGREES, 02 MINUTES, 30 SECONDS EAST ALONG SAID CENTER LINE, 332.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 12 DEGREES, 27 MINUTES, 30 SECONDS EAST, 264.0 FEET; THENCE SOUTH 84 DEGREES, 27 MINUTES, 30 SECONDS EAST, 202.0 FEET; THENCE NORTH 0 DEGREES, 47 MINUTES, 30 SECONDS WEST, 423.02 FEET TO SAID CENTER LINE; THENCE SOUTH 60 DEGREES, 02 MINUTES, 30 SECONDS WEST ALONG CENTER LINE, 291.76 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES, 33 MINUTES 27 SECONDS WEST 579.63 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 412.69 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 46 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER WHICH IS 598.62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 08 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID OLD CLAIM LINE 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 51 MINUTES 32 SECONDS WEST, 402.10 FEET; THENCE SOUTH 59 DEGREES 55 MINUTES, 25 SECONDS EAST, 256.51 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 25 SECONDS EAST 355.65 FEET; THENCE NORTH 62 DEGREES 43 MINUTES 29 SECONDS EAST, 853.57 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 40 SECONDS EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL BEARING OF SOUTH 29 DEGREES 23 MINUTES 51 SECONDS WEST AT THE LAST DESCRIBED POINT, 358.41 FEET TO A POINT WHICH IS 151.00 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE AND SAID OLD CLAIM LINE; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 265.70 FEET; THENCE SOUTH 73 DEGREES 54 MINUTES 28 SECONDS WEST, 102.86 FEET; THENCE SOUTH 84 DEGREES 11 MINUTES 54 SECONDS WEST, 280.96 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 55 SECONDS WEST, 24.19 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE 789.92 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

A PERPETUAL EASEMENT FOR THE OPERATION, MAINTENANCE AND USE OF A SEPTIC FIELD FOR THE BENEFIT OF PARCEL ONE HEREINABOVE DESCRIBED, UNDER AND UPON THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE CONTIGUOUS TO PARCEL ONE TO WIT:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL ONE HEREINABOVE DESCRIBED ON THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 47.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NUMBER 126, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 105.0 FEET; THENCE NORTH 32 DEGREES 08 MINUTES 38 SECONDS WEST, 152.18 FEET; THENCE SOUTH 76 DEGREES 09 MINUTES 49 SECONDS EAST, 5.28 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 49 SECONDS EAST, 158.65 FEET, TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, ALL IN KENDALL COUNTY ILLINOIS.

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET A POINT OF BEGINNING THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED

COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID CLAIM LINE, 941.92 FEET TO A POINT ON A LINE DRAWN SOUTHWESTERLY, PERPENDICULAR TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FROM A POINT ON SAID CENTER LINE WHICH IS 1049.70 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTHEASTERLY TO SAID POINT ON SAID CENTER LINE OF ILLINOIS ROUTE 126 AFORESAID; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE AND TO SAID ROUTE 71 CENTER LINE; THENCE SOUTHWESTERLY ALONG SAID ROUTE 71 CENTER LINE, 30.58 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 78.83 FEET, TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 1925.21 FEET ON THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 58.55 FEET TO THE EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF A.F.A.P. ROUTE 311 (IL ROUTE 71) AND THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 34 MINUTES 00 SECONDS EAST 35.28 FEET ON SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 66 (IL ROUTE 126); THENCE SOUTH 70 DEGREES 08 MINUTES 35 SECONDS EAST 125.66 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 81 DEGREES 09 MINUTES 04 SECONDS WEST 51.85 FEET; THENCE NORTH 76 DEGREES 30 MINUTES 40 SECONDS WEST 103.47 FEET TO THE POINT OF BEGINNING), IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE SOUTHWESTERLY ALONG SAID CLAIM LINE, 188.42 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS

ROUTE 71; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 71, 1411.3 FEET TO THE CENTER LINE EXTENDED NORTHWESTERLY OF THE PUBLIC ROAD RUNNING SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71, COMMONLY KNOWN AS WING ROAD; THENCE SOUTHEASTERLY ALONG THE EXTENDED CENTER LINE AND THE CENTER LINE OF SAID PUBLIC ROAD, BEING ALONG A LINE THAT FORMS AN ANGLE OF 93 DEGREES 25' TO THE RIGHT WITH THE PROLONGATION NORTHEASTERLY OF THE TANGENT TO THE CENTER LINE OF SAID ILLINOIS ROUTE 71 AT THE LAST DESCRIBED POINT, 761 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 79 DEGREES 47' TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE 265.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126 TO THE CENTER LINE OF THE EASTERLY FORK OF THE PUBLIC ROAD AFORESAID WHICH RUNS SOUTHEASTERLY FROM SAID ILLINOIS ROUTE 71; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID PUBLIC ROAD TO THE POINT OF BEGINNING; TO THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

GRANTEE HEREBY ASSUMES AND AGREES TO PAY THE UNPAID BALANCE ON THE EXISTING MORTGAGE RECORDED IN BOOK PAGE , THE DEBT SECURED THEREBY AND ALSO HEREBY ASSUMES -THE OBLIGATIONS UNDER THE TERM OF THE INSTRUMENTS CREATING THE LOANS DOCUMENT NO. 79—1053.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE - NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, - 1,995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID CENTER LINE 30.45 FEET TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FOR THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE 230.67 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT AT THE LAST DESCRIPTION POINT, 1,141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD; THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE 761.0 FEET; THENCE SOUTH 58 DEGREES 16 MINUTES 47 SECONDS WEST 265.35 FEET TO SAID ROUTE 126 CENTER LINE; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE BEING ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 2,292.01 FEET WHICH IS TANGENT TO A LINE DRAWN NORTH 72 DEGREES 57 MINUTES 06 SECONDS WEST FROM THE LAST DESCRIBED POINT 147.93 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 49 SECONDS WEST ALONG SAID ROUTE 126 CENTERLINE 850.98 FEET; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTERLINE BEING ALONG A CURVE TO THE RIGHT AND HAVING A RADIUS OF 2,148.79 FEET WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 383.53 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36- NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG -THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.75 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTH 71 DEGREES 23 MINUTES 59 SECONDS EAST ALONG SAID ROUTE 71 CENTER LINE 261.12 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15,459.20 FEET WHICH IS TANGENT TO THE LAST-DESCRIBED COURSE 1141.60 FEET TO THE INTERSECTION WITH THE CENTER LINE EXTENDED NORTHWESTERLY OF WING ROAD FOR THE POINT OF BEGINNING (THENCE SOUTH 21 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WING ROAD CENTER LINE 258.05 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 47 SECONDS WEST 200.0 FEET; THENCE NORTH 21 DEGREES 30 MINUTES 13 SECONDS WEST PARALLEL WITH SAID WING ROAD CENTER LINE 250.0 FEET TO SAID ROUTE 71 CENTER LINE; THENCE NORTHEASTERLY ALONG SAID ROUTE 71 CENTER LINE 200.16 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, (ILLINOIS, AND ALSO EXCEPTING, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83):

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE NORTH 01 DEGREE 35 MINUTES 30 SECONDS WEST, 1,995.04 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 71; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 31.52 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING FROM THE POINT OF BEGINNING; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 230.66 FEET ALONG SAID CENTERLINE; THENCE NORTHEASTERLY, 940.56 FEET ALONG AN 11,479.02 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 67 DEGREES 34 MINUTES 29 SECONDS EAST, 940.31 FEET; THENCE SOUTH 22 DEGREES 56 MINUTES 31 SECONDS EAST, 60.03 FEET; THENCE SOUTHWESTERLY, 418.10 FEET ON AN 11,539.02 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 66 DEGREES 16 MINUTES 29 SECONDS WEST, 418.08 FEET; THENCE SOUTH 59 DEGREES 24 MINUTES 09 SECONDS WEST, 71.10 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 24 SECONDS WEST, 60.52 FEET; THENCE SOUTHEASTERLY, 570.87 FEET ON AN 675.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 55 DEGREES 22 MINUTES 46 SECONDS EAST, 560.80 FEET; THENCE SOUTH 74 DEGREES 04 MINUTES 13 SECONDS EAST, 274.41 FEET; THENCE SOUTH 64 DEGREES 05 MINUTES 29 SECONDS EAST, 35.85 FEET; THENCE SOUTH 55 DEGREES 49 MINUTES 00 SECONDS WEST, 64.56 FEET TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 126; THENCE NORTHWESTERLY, 162.08 FEET ON SAID CENTERLINE BEING A 2,291.64 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 76 DEGREES 16 MINUTES 12 SECONDS WEST, 162.05 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 46 SECONDS WEST, 357.37 FEET ON SAID CENTERLINE; THENCE NORTH 53 DEGREES 52 MINUTES 46 SECONDS WEST, 96.76 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF IL 126; THENCE NORTHWESTERLY, 297.03 FEET ON A 990.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 45 DEGREES 17 MINUTES 03 SECONDS WEST, 295.92 FEET; THENCE NORTH 36 DEGREES 39 MINUTES 21 SECONDS WEST, 23.77 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 36 SECONDS WEST, 64.74 FEET; THENCE SOUTH 69 DEGREES 03

MINUTES 36 SECONDS WEST, 100.61 FEET; THENCE SOUTH 69 DEGREES 55 MINUTES 52 SECONDS WEST, 149.98 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID IL 71; THENCE SOUTH 65 DEGREES 32 MINUTES 40 SECONDS WEST, 113.94 FEET TO THE CENTERLINE OF SAID IL 126; THENCE NORTHWESTERLY, 119.55 FEET ON SAID CENTERLINE BEING A 2,170.59 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 69 DEGREES 20 MINUTES 17 SECONDS WEST, 119.54 FEET TO THE POINT OF BEGINNING.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 07°44' EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1236.84 FEET TO A POINT ON SAID EAST LINE WHICH IS 1284.36 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°47'31" WEST, 684.42 FEET; THENCE NORTH 09°32'39" WEST, 590.03 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD 88 ON PAGE 399, FOR THE POINT OF BEGINNING; THENCE SOUTH 57°58'56" WEST ALONG THE SOUTHERLY LINE OF SAID BOYD TRACT AND SAID SOUTHERLY LINE EXTENDED 352.89 FEET TO THE CENTER LINE OF WING ROAD; THENCE SOUTH 21°28'35" EAST ALONG SAID CENTERLINE 131.00 FEET; THENCE NORTH 57°58'56" EAST PARALLEL WITH SAID SOUTHERLY LINE 323.58 FEET TO A POINT WHICH IS SOUTH 09°32'39" EAST, 139.37 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 09°32'39" WEST, 139.37 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1995.6 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE EASTERLY ALONG SAID CENTER LINE 32.2 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF ILLINOIS ROUTE 126, 1049.7 FEET FOR THE POINT, OF BEGINNING; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE, 339.9 FEET TO AN OLD CLAIM LINE; THENCE NORTHEASTERLY ALONG SAID OLD CLAIM LINE WHICH MAKES AN ANGLE OF 44°21' (MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE) 468.6 FEET TO THE CENTER LINE OF SAID ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE 328.1 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS. EXCEPT THEREFROM THE BELOW DESCRIBED PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83):

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 01 DEGREE 35 MINUTES 30 SECONDS WEST, 1,995.04 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 71; THENCE NORTH 69 DEGREES 55 MINUTES 19 SECONDS EAST, 31.52 FEET ALONG SAID CENTERLINE TO THE CENTERLINE OF A PUBLIC HIGHWAY DESIGNATED IL 126; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, 399.15 FEET ALONG A 2,170.59 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 73 DEGREES 01 MINUTE 41 SECONDS EAST, 398.58 FEET THENCE SOUTH 78 DEGREES 17 MINUTES 46 SECONDS EAST, 649.36 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE SOUTH 78° DEGREES 17 MINUTES 46 SECONDS EAST, 172.16 FEET ALONG SAID CENTERLINE; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, 162.08 FEET ALONG A 2,291.64 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 76 DEGREES 16 MINUTES 12 SECONDS EAST, 162.05 FEET; THENCE SOUTH 56 DEGREES 32 MINUTES 11 SECONDS WEST, 65.63 FEET; THENCE NORTH 74 DEGREES 04 MINUTES 13 SECONDS WEST, 5.13 FEET; THENCE NORTH 65 DEGREES 29 MINUTES 14 SECONDS WEST, 50.57 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF IL 126; THENCE NORTHWESTERLY, 61.11 FEET ON SAID RIGHT OF WAY LINE BEING ON A 2,251.64 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 77 DEGREES 31 MINUTES 09 SECONDS WEST, 61.11 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 46 SECONDS WEST, 172.27 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 11 DEGREES 52 MINUTES 19 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.297 ACRE MORE OR LESS, OF WHICH 0.290 ACRE, MORE OR LESS, IS LYING WITHIN PUBLIC ROAD RIGHT OF WAY, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS, HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE.

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

THIS AGREEMENT is made and entered into this 27th day of May, 2008 by and between THE UNITED CITY OF YORKVILLE, Yorkville, Illinois, a municipal corporation, located in Kendall County, Illinois (hereinafter referred to as "CITY"), and the JAKE LAND GROUP, LLC, of the County of Kendall, State of Illinois (hereinafter referred to as "OWNER/DEVELOPER"), which is the OWNER/DEVELOPER of the real property hereinafter referred to as the "PROPERTY":

WHEREAS, OWNER/DEVELOPER is the owner of real property which is the subject matter of this Agreement comprising approximately 91.36 acres, more or less, and is more particularly described in the attached Exhibit "A", which is incorporated herein by reference; and

WHEREAS, a portion of the PROPERTY consisting of 15.323 acres and described by Exhibit "A-2" has previously been annexed to the CITY and zoned B-3 Service Business District; and

WHEREAS, OWNER/DEVELOPER desires to annex into the CITY the PROPERTY described in the attached Exhibit "A-1" and depicted in the Annexation Plat which is attached hereto and incorporated herein as Exhibit "B" The CITY Plan Commission has considered the Petition to Annex and Zone and positively recommended the same and the City Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNER/DEVELOPER; and

WHEREAS, with certain limitations, the CITY agrees to allow the real property described in the attached Exhibit "A" to be zoned for Planned Unit Development (PUD) allowing uses permitted within the B-3 Service Business District on a maximum of thirty-five (35) acres located on the East Parcel as depicted on the Concept PUD Plan prepared by Schoppe Design Associates, Inc. and dated revision 17, May 8, 2008; and, the CITY agrees to allow uses permitted within the B-3 Service Business District for the real property described in Exhibit "C" on a maximum of twenty-one (21) acres located on the West Parcel; and the CITY agrees to allow uses permitted within the R-4 General Residence District for the real property described in the attached Exhibit "D" on a maximum of two (2) acres of the real property allowing an age-restricted age fifty-five and over single story townhomes; and the area located south of the B-3 and immediately east of the aforementioned age restricted area allowing a multi-story assisted living facility consisting of approximately three and one-half (3 ½) acres with a minimum of ninety-nine (99) assisted living units allowed on the West Parcel as depicted on the Schoppe Design Associates, Inc. Concept PUD Plan (Exhibit "E"), and

WHEREAS, the City's Comprehensive Plan, Design Guidelines identifies Illinois State Route 71 and Illinois State Route 126 as 'Gateway Corridors'; and

WHEREAS, all parties to this Agreement desire to set forth certain terms and conditions upon which the land heretofore described will be annexed to the CITY in an orderly manner; and

WHEREAS, OWNER/DEVELOPER and its representatives have discussed the proposed annexation and have held a Public Hearing with the Plan Commission, and The City Council, prior to the execution hereof, duly published and held a public hearing was held to consider this Agreement in front of the City Council, as required by the statutes of the State of Illinois in such case made; and

WHEREAS, in accordance with the powers granted to the CITY by the provisions of 65 ILCS 5/11-15.1-1 through 5/11-15.1-5 (2006), inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding agreement with respect to the annexation and zoning of the subject Property and to provide for various other matters related directly or indirectly to the annexation of the Property in the future, as authorized by, the provisions of said statutes; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the CITY have taken all further action required by the provisions of 65 ILCS 5/11-15.1.3 (2006) and the ordinances of the CITY relating to the

procedure for the authorization, approval and execution of this Annexation/Planned Unit Development Agreement by the CITY.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree, under the terms and authority provided in 65 ILCS 5/11-15.1-1 through 65 ILCS 5/11-15.1-5 (2006), as follows:

1. ANNEXATION AND ZONING.

- A. The CITY shall adopt an ordinance annexing to the City all of the real property described herein in the attached Exhibit "A-1"; furthermore, the City shall adopt an ordinance zoning the real property designated in the attached Exhibit "A" to PUD subject to all of the terms of this Agreement and as follows:
 - i. The real property described in Exhibit "C" is allowed uses permitted within the B-3 Service Business Zoning District subject to the alterations described by Exhibit "C-1". Said alterations include the removal of several uses as well as the allowance for one (1) bank, one (1) daycare and one (1) gasoline filling station/gas station as depicted on the Concept PUD Plan (Exhibit "E").
 - ii. The real property described in Exhibit "D" is allowed uses permitted within the R-4 General Residence Zoning District.

2. SITE DEVELOPMENT

A. OWNER/DEVELOPER shall develop the subject property including the preservation of open space, protection of the existing evergreen tree line on the west boundary of the West Parcel, and installation of a trail system, stormwater management facilities and roadway access points in general conformity with the Planned Unit Development Concept Plan dated May 8, 2008, prepared by Schoppe Design Associates, Inc. and which is attached hereto and incorporated by reference as Exhibit "E".

B. OWNER/DEVELOPER shall be responsible for providing landscaping, in conformance with CITY standards along all perimeter boundaries of the subject property.

C. OWNER/DEVELOPER shall establish the landscape buffer along Illinois State Route 71 and Illinois State Route 126 outside of the proposed Right-of-Way expansion line of the Illinois Department of Transportation. Said buffer shall be a minimum of 25 feet in width.

D. OWNER/DEVELOPER shall incorporate and apply all 'Site Planning Principles' as defined by the CITY's "Comprehensive Land Use Plan Update Southern Study Area" Design Guidelines a copy of which sections are attached in Exhibit "F" hereto and made

a part hereof.

E. OWNER/DEVELOPER shall relocate the existing overhead utility lines along the Illinois State Route 71 and Illinois State Route 126 frontage of the Subject Real Property prior to issuance of any building permit for the property. Said relocation shall include obtaining any and all necessary permits and approvals for the utility relocation and OWNER/DEVELOPER shall be responsible for all costs associated with said relocation.

F. OWNER/DEVELOPER agrees to provide a cross-access easement allowing all adjacent properties to access to and across the commercial portions of subject PROPERTY as described by Exhibit "C" at the time of Final Plat of Subdivision.

G. OWNER/DEVELOPER agrees to construct and fund the trail depicted on the Concept PUD Plan (Exhibit "E") at time of Final Plat of Subdivision.

H. OWNER/DEVELOPER agrees that in all respects, the subject PROPERTY shall be developed in conformance with the terms and conditions of the Yorkville Zoning Ordinance, Subdivision Control Ordinance, Stormwater, and all other applicable Ordinances.

I. OWNER/DEVELOPER, and successors, heirs, and assigns hereby agree that prior to development taking place on the PROPERTY, a site development plan shall be submitted along with approval of Preliminary Plat of Subdivision and Preliminary Engineering as well as Final Plats of Subdivision and Final Engineering prior to OWNER/DEVELOPER commencing construction on said PROPERTY.

J. The OWNER shall construct off-site right-of-way improvements within the Raintree Village subdivision to provide connection to infrastructure on Hampton Lane. The location of the said infrastructure shall be consistent with the location and typical pavement section depicted on Exhibit "G" of this Agreement.

K. OWNER agrees within 45 days of a written request from the CITY, which includes legal descriptions and exhibits as necessary, the OWNER/DEVELOPER shall grant permanent and temporary construction easements as necessary for the construction of extension of City utilities and appurtenances and/or other utilities to serve the subject property and other properties within the City of Yorkville.

L. Owner agrees within 45 days of a written request from the United City of Yorkville, which includes legal descriptions and exhibits as necessary, the OWNER/DEVELOPER shall convey by Warranty Deed, fee simple title of future highway or road right of way to the State of Illinois, Kendall County or the United City of Yorkville as necessary, regardless of whether or not these right of way needs have been previously identified in this agreement. Such request for conveyance of right of way shall have no impact on any previously entitled land development density.

3. CITY'S AGREEMENTS.

A.

- (i) The CITY agrees that as to any of the non-residential use and zoning classification parcels, OWNER/DEVELOPER has no obligation to pay School Transition Fees or School-Park Land-Cash Fees.
- (ii) The OWNER/DEVELOPER shall pay Land-Cash Fees for schools and parks at the time of Building Permit Application. For each dwelling unit all fees listed on attached Exhibit "H" shall be charged and paid likewise at the time of application for each respective building permit. The amounts listed in Exhibit "H" will remain for a period of 5 years commencing on the date of this Agreement. Following said five (5) year period, the OWNER/DEVELOPER shall be responsible to pay said fees at a rate currently required by the CITY.

B. OWNER/DEVELOPER shall be required by THE UNITED CITY OF YORKVILLE to hook-on to the City Water at the time of improving the subject property, and shall be responsible for the cost of main extensions to the PROPERTY if said mains do not touch the PROPERTY.

C. Upon annexation to the CITY, the OWNER/DEVELOPER will receive police protection, 911 service, , and all services as provided by CITY to its property owners and residents.

D. The CITY will require the OWNER/DEVELOPER to annex to Yorkville Bristol Sanitary District prior to the time of applying for a building permit seeking to hook up to the Sanitary District and the CITY Sanitary Sewer System. The OWNER/DEVELOPER shall be responsible for the cost of utility extensions to the PROPERTY if said utilities do not touch the PROPERTY.

E. CITY will use its best efforts to support issuance of a highway access permit by IDOT to the CITY and OWNER/DEVELOPER permitting access cuts onto Illinois State Routes 126 and 71 at the approximate locations shown on the Preliminary PUD Conceptual Plan as prepared by Shoppe Design Associates, Inc. and dated January 30, 2008.

4. RIGHTS AND OBLIGATIONS OF SUCCESSORS AND ASSIGNS.

It is specifically understood and agreed that OWNER/DEVELOPER and its successors and assigns shall have the right to sell transfer, mortgage and assign all or any part of the

subject property and the improvements thereon to other persons, trusts, partnerships, firms, or corporations, for investment, building, financing, developing and all such purposes, and that said persons, trusts, partnerships, firms, or corporations shall be entitled to the same rights and privileges and shall have the same obligations as OWNER/DEVELOPER under this Agreement and upon such transfer, the obligations pertaining to the property transferred or sold shall be the sole obligations of the transferee, except for any performance bonds or guaranties posted by OWNER/DEVELOPER on any subdivided or unimproved property for which an acceptable substitute performance bond or letter of credit has not been submitted to the CITY.

5. DORMANT SPECIAL SERVICE AREA and PROPERTY OWNER ASSOCIATION

Owner/Developer agrees to incorporate covenants into the final subdivision plat that provide for the formulation of a Property Owners Association to be responsible to maintain all common facilities, including, but not limited to, private common areas, detention ponds, perimeter landscaping features and entrance signage within the Subject Realty.

Owner/Developer agrees to the City enacting at the time of final plat approval, or anytime thereafter, a Dormant Special Service Area (DSSA) to act as a back up in the event that the Property Owners' Association fails to maintain the Common Facilities, including, but not limited to, private common areas, detention ponds, perimeter landscaping features and entrance signage within the Subject Realty. Owner/Developer agrees to execute any and all documentation necessary or proper to create the Dormant Special Service Area and pay any and all fees, including legal expenses, for the preparation and approval of said documentation.

6. TIME OF THE ESSENCE.

It is understood and agreed by the parties hereto that time is of the essence of this Agreement and that all of the parties will make every reasonable effort, to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this Agreement requires their continued cooperation.

7. COVENANTS AND AGREEMENTS.

The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, including the CITY, its corporate authorities and their successors in office, and is enforceable by order of the court pursuant to its provisions and the applicable statutes of the State of Illinois.

8. BINDING EFFECT AND TERM.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and owners of record of land which is the subject of this Agreement, assignee, lessees, and upon any successor municipal authorities of said city, so long as development is commenced within a period of twenty years from the date of execution of this Agreement by the CITY.

9. NOTICE.

Any notices required hereunder shall be in writing and shall be served upon any other party in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the CITY:

City Clerk
800 Game Farm Road
Yorkville, IL 60560

With a copy to:

Kathleen Field Orr
800 Game Farm Road
Yorkville, IL 60560

To OWNER/DEVELOPER:

Jake Land Group, LLC
c/o 25615 Plantation Road
Plainfield, IL 60544

With a copy to:

Tony Perino
608 Lookery Ln.
Joliet, IL 60431

And with a copy to:

Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560

or to such other addresses as any party may from time to time designate in a written notice to the other parties.

10. ENFORCEABILITY.

This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

In the event any portion of said agreement becomes unenforceable due to any change in Illinois Compiled Statutes or court decisions, said unenforceable portion of this Agreement shall be excised here from and the remaining portions thereof shall remain in full force and effect.

11. ENACTMENT OF ORDINANCES.

The CITY agrees to adopt any ordinances which are required to give legal effect to the matters contained in this Agreement or to correct any technical defects which may arise after the execution of this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of May, 2008.

UNITED CITY OF YORKVILLE

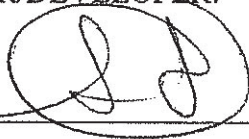
By: Valerie Burd
Valerie Burd, Mayor

Attest: [Signature]
City Clerk

JAKE LAND GROUP, LLC

OWNER/DEVELOPER:

By:

 HANSEN

Attest:

Colleen Hansen

Prepared by and Return to:

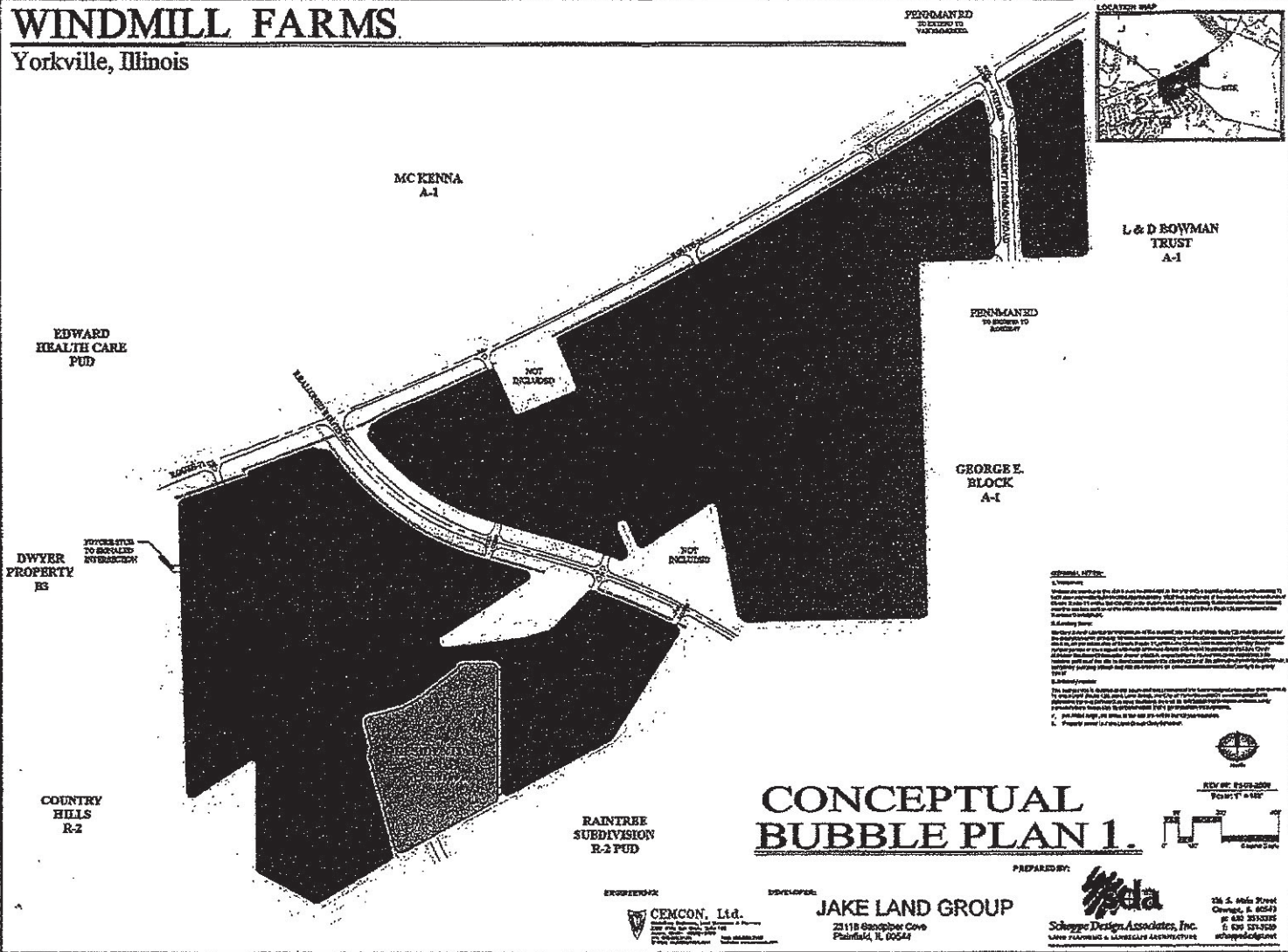
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

EXHIBIT LIST

Exhibit "A"	Legal Description – Subject Property
Exhibit "A-1"	Unincorporated Portion of Subject Property – Legal Description
Exhibit "A-2"	City of Yorkville Portion of Subject Property – Legal Description
Exhibit "B"	Annexation Plat
Exhibit "C"	B-3 Service Business District – Legal Description
Exhibit "C-1"	B-3 Service Business District Allowable Uses
Exhibit "D"	R-4 General Residence District – Legal Description
Exhibit "E"	Concept PUD Plan - Schoppe Design Associates Plan dated May 8, 2008
Exhibit "F"	Design Guidelines of the Comprehensive Land Use Plan Update Southern Study Area
Exhibit "G"	Offsite Infrastructure Improvements – Raintree Village/Hampton Lane Connection
Exhibit "H"	Fee Schedule

WINDMILL FARMS

Yorkville, Illinois



GENERAL NOTES:

1. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.
2. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.
3. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.
4. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.
5. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.
6. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.
7. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.
8. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.
9. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.
10. The owner warrants that the data shown on this plan is true and correct to the best of his knowledge and belief.

CONCEPTUAL BUBBLE PLAN 1.

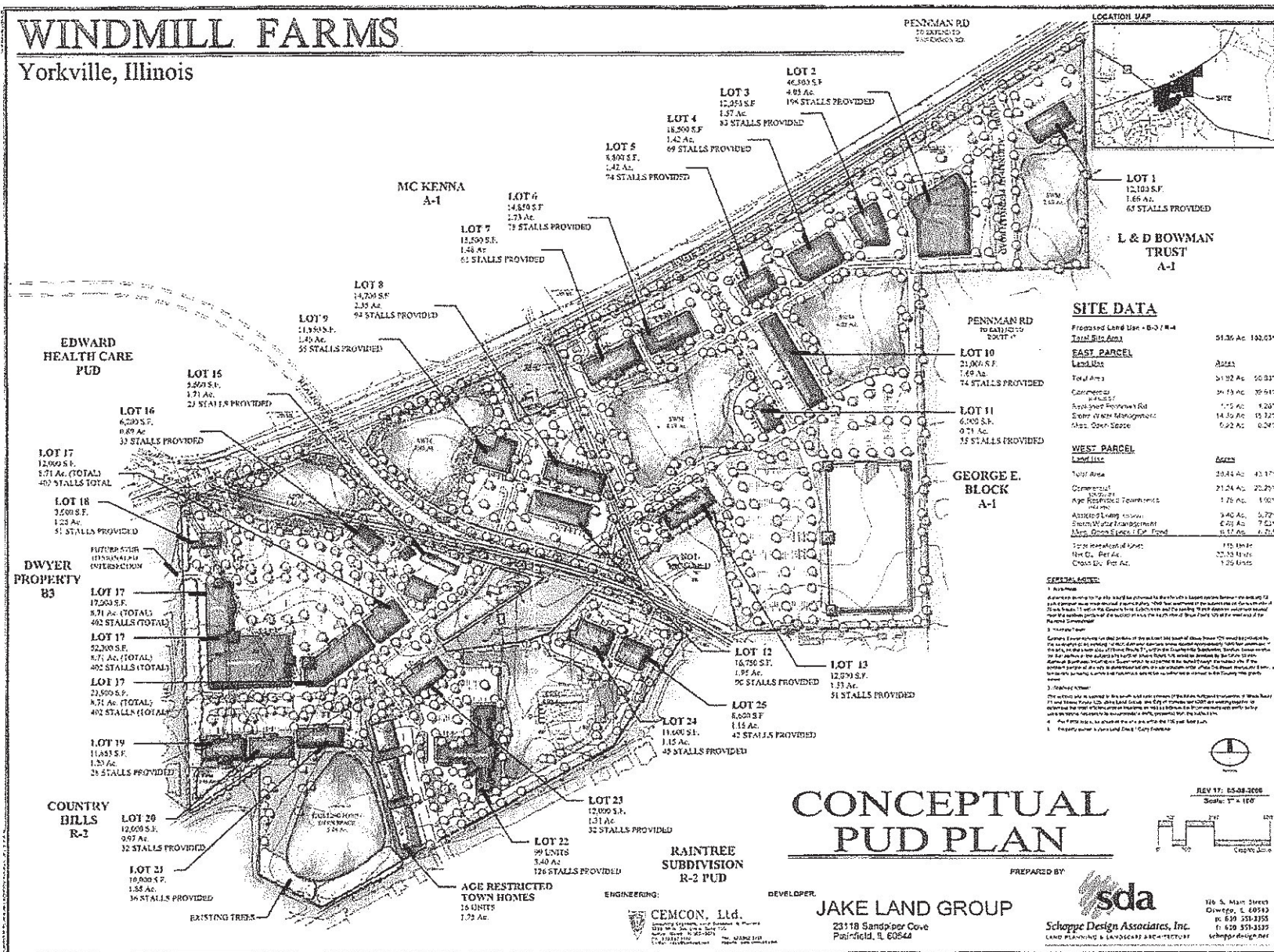
ENGINEER:
CEMCON, Ltd.
22118 Grandview Ave.
Pekin, IL 61654

DEVELOPER:
JAKE LAND GROUP
22118 Grandview Ave.
Pekin, IL 61654

PREPARED BY:
Schaeffer Design Associates, Inc.
126 S. Main Street
Chicago, IL 60644
Tel: 646 2512222
Fax: 646 2512222
schaefferdesign.com

WINDMILL FARMS

Yorkville, Illinois



Product(s): SubTrib_Aurora Beacon News, Publicnotices.com

AdSize(s): 2 Column

Run Date(s): Friday, October 7, 2022

Zone: Full Run

Color Spec. B/W

Preview

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL**

NOTICE IS HEREBY GIVEN a public hearing shall be held on an amendment to that certain Annexation Agreement (Windmill Farms) dated May 27, 2008, by and among Jake Land Group, LLC ("Original Owner"), and the United City of Yorkville, Kendall County, Illinois, on **October 25, 2022** at 7:00 p.m. at City Hall at the United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois for the purpose of amending the Windmill Farms Annexation Agreement related to the zoning of three (3) parcels into the B-3 General Business District. The purpose of the amendment is to allow for the continued operation of the existing religious institution land use and accommodate future commercial development proposed for three (3) B-3 zoned parcels. The real property is comprised of three (3) parcels totaling approximately 34 acres and situated east of Illinois State Route 71 and Illinois State Route 126 intersection on the northeast corner of Wing Road and Illinois State Route 71. The common address is 8710 Route 71 in Yorkville, Illinois.

The legal description of said parcels are as follows:

PARCEL 1:

27.60 AC TR LYG PT SW¼ & PT NW¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE "THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579.53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 26, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472.59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598.62 FEET EASTEAL Y OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KEN-

DALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PIN# 05-03-300-029

PARCEL 2:

.49 AC TR LYG SW¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 DEGREES WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PIN# 05-03-300-033

PARCEL 3:

5.40 AC TR LYG SW¼ SEC 3-36-7 (EXC PT DESCRBD AS "EXC" PER DOC 17-16528, PG 5) CITY OF YORKVILLE THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(Loss and except from Above Parcels 1, 2 & 3 part of the Southwest Quarter and part of the Northwest Quarter of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows with bearings and distances based upon the Illinois State Plane Coordinate System, (Grid) East Zone (NAD-83, 2007 adj.): Commencing at the southwest corner of said Section 3; thence North 01 degree 35 minutes 30 seconds West 1995.04 feet along the west line of said southwest quarter section to the centerline of Illinois Route 71; thence North 69 degrees 55 minutes 19 seconds East 262.19 feet along said centerline to the point of curvature of a 11,479.05 foot radius curve to the left; thence northeasterly 1163.11 feet along said curve whose chord bears North 67 degrees 01 minutes 09 seconds East 1162.62 feet; thence South 25 degrees 53 minutes 00 seconds East 50.00 feet to the Point of Beginning on the southeasterly right of way line of Illinois Route 71; thence northeasterly 1118.45 feet along said southeasterly right of way line along a 11,529.02 foot radius curve to the left whose chord bears North 61 degrees 20 minutes 15 seconds East 1116.01 feet; thence North 58 degrees 33 minutes 29 seconds East 316.42 feet along said right of way line to the west line of property described in document number 201300024064; thence South 13 degrees 56 minutes 03 seconds East 15.73 feet along said west line; thence South 58 degrees 33 minutes 29 seconds West 65.67 feet; thence South 56 degrees 13 minutes 50 seconds West 246.22 feet to a non-tangential curve to the right; thence southwesterly 455.76 feet

Chicago Tribune

a non-tangential curve to the right, thence southwesterly 658.26 feet along a 11,554.05 foot radius curve to the right whose chord bears South 60 degrees 11 minutes 25 seconds West 658.17 feet; thence South 50 degrees 42 minutes 49 seconds West 51.33 feet; thence southwesterly 75.56 feet along a 11,564.05 foot radius curve to the right whose chord bears South 62 degrees 15 minutes 33 seconds West 75.56 feet; thence South 73 degrees 52 minutes 10 seconds West 76.98 feet; thence southwesterly 226.37 feet along a 11,549.05 foot radius curve to the right whose chord bears South 63 degrees 22 minutes 56 seconds West 226.37 feet; thence South 15 degrees 56 minutes 14 seconds West 40.32 feet; thence South 23 degrees 05 minutes 13 seconds East 100.12 feet; thence South 10 degrees 56 minutes 42 seconds East 51.74 feet to the easterly right of way line of Wing Road; thence North 22 degrees 56 minutes 26 seconds West 200.26 feet along said right of way line to the Point of Beginning.)

PIN# 05-03-300-033

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

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

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

JORI BEHLAND

City Clerk

10/7/22 7301021 HSPAXLP



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates – Prairie Pointe Change Orders

Meeting and Date: City Council – November 8, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: November 8, 2022
Subject: Prairie Pointe Change orders

Summary

Prairie Pointe construction improvements and Eighth round of change orders.

Background

The City Council was presented an estimated budget on March 8, 2022, for the Prairie Point construction project. The estimated budget included a line item of Owner Contingency in the amount of \$190,389. The City Council last discussed change orders for the Prairie Pointe construction project on October 11th, when the City Council approved Change Orders 06R2, 32R1, and 33R2. After that approval, the amount of the change orders approved to date was \$263,946, leaving \$0 of the original estimate remaining for use. Staff provided an updated budget to Council on September 27, 2022, noting cost avoidances in other line items, that will cover these change order costs.

The request for approval of Change Orders: 37, and 42 listed below.

- 1) Change Order 37 - \$725
Install drywall over the CMU wall in room 117 to receive the wall covering needed for the interview room.
- 2) Change Order 42 - \$1,172
Additional natural gas piping and pipe painting needed because Nicor changed the location of the new meter.

If the Council were to approve the two change orders listed above, this would account for \$1,897 in use of the contingency fund, bringing the total amount authorized to \$277,587 out of the \$190,389 contingency fund budget, including the credit for Change Order 26 listed below.

In addition to these staff authorized change orders, we expect to have more change orders at a future meeting related to:

- 1) Change Order ## -- \$19,000
The cost for Cordogan Clark and Larson Engineering to create new drawings and Specifications to redesign the ceiling of the Council Chambers. This change was requested by staff.

2) Change Order ## - \$TBD

Replace broken window, window film, and replace drywall because of the access needed to replace the window.

The following items show cost avoidances that have been noted for this project.

- Change Order 21 – The full amount of \$5,511 will be reimbursed by CCA/Larson Engineering.
- Change Order 22 – Cordogan Clark will reimburse the City a portion (\$2,166) of the total amount.
- Change Order 24 – The change order was denied, to replace 250 standard and 30 GFI existing to remain, ivory-colored outlets and covers with white to match all new fixtures. \$29,120. The work will be completed by Yorkville staff, at a much lower cost.
- Change Order 26 – \$1,861 Credit for the ceiling modifications of Council Chambers. There may be additional costs to move conduits, that were just noticed, and would be exposed in the new decision.
- The original specifications stated that the city would purchase all television monitors and mounting hardware. The Audio/Visual included this in their cost. The city had included a budget estimate of \$30,000 for these items.
- Com Ed has approved \$30,728 in incentives for the LED lighting and sensor controls that are being installed. This funding is dependent on a third-party audit at the end of the project.

Recommendation

Staff recommends that the City Council approve Change Orders 37, and 42 to Lite Construction.

Resolution No. 2022-_____

**A RESOLUTION APPROVING CHANGE ORDERS RELATING TO
651 PRAIRIE POINTE DRIVE, YORKVILLE, ILLINOIS
(Eighth Set of Change Orders)**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the City has acquired the building and property commonly known as 651 Prairie Pointe Drive (the “*New City Hall*”) for the purpose of rehabilitating the building and repurposing it as the new Yorkville City Hall and the headquarters of the Yorkville Police Department (the “*Project*”); and,

WHEREAS, the City issued a Request for Proposals to construct the Project and after review and evaluation of submittals from several firms, the City entered into a contract with Lite Construction of Montgomery, Illinois (the “*Contract*”); and,

WHEREAS, the Contract, as approved by the City with Lite Construction, provided a line item for unforeseen contingencies due to the fact that the New City Hall was constructed in 2007 and change orders were guaranteed to come as demolition of existing walls and ceilings occurred; and,

WHEREAS, Lite Construction has submitted change orders to the original Contract for additional costs which are the result of modifications to the original work design as mandated to conform to current code standards for a total cost of \$1,897; and,

WHEREAS, the City has reviewed the change orders as submitted by Lite Construction and acknowledges that the work covered by these change orders was unforeseen but is necessary and in the best interest of the City; therefore, the City is prepared to approve the Change Order as hereinafter provided.

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

Section 1. The foregoing preambles are hereby adopted as if fully restated in this Section 1.

Section 2. That the change orders as submitted by Lite Construction in the total amount of \$1,897 are hereby approved.

Section 3. That 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. 2022.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

JASON PETERSON _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

MAYOR

Attest:

CITY CLERK

LITE CONSTRUCTION

711 South Lake Street
P.O. Box 135
MONTGOMERY, IL 60538

CHANGE ORDER

37

Number

TO

(630) 896-7220
Fax (630) 896-1304
Cordogan Clark & Associates
960 Ridgeway Ave
Aurora, IL 60506

PHONE	DATE 10/25/22
JOB NAME/LOCATION Yorkville City Hall Police Facility	
21-364	
JOB NUMBER	JOB PHONE
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT

We hereby agree to make the change(s) specified below:

PR 032 install drywall in room 117	
Burk's Drywall	\$659.00
LCI mark up	\$66.00
Total	\$725.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨

\$ 725

m

DATE

AUTHORIZED SIGNATURE (CONTRACTOR)

PREVIOUS CONTRACT AMOUNT

\$

REVISED CONTRACT TOTAL

\$

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance

Signature

(OWNER)

BURKS BROS. DRYWALL, INC.

1207 Badger Street
Yorkville, Illinois 60560
Phone: 630-553-5980
FAX: 630-553-9121

Fax
DATE: 10/25/2022
Lite Construction
Attention: Tim Campbell
711 S. Lake St.
Montgomery, Il. 60538
Phone 630-896-7220
Fax 630-896-1304

CHANGE ORDER# 17 PR32
Project: Yorkville City Hall & Police Renovation
Yorkville, Il.

Description of work to be done: Furnish material & labor to laminate GWB to 6" above ceiling in
Room 117 over the CMU wall with finish tape on the north wall per PR 32.

Material	GWB, glue, fasteners, mud, tape	\$ 123.00
Labor		
4 Hours @ \$119/hr		\$ 476.00

Sub-total	\$599.00
10% O&P	60.00
Total	\$659.00

Proposed Price: \$659.00 (Six hundred Fifty-nine and no/100.)

Additional Charge \$ 659.00

Credit:

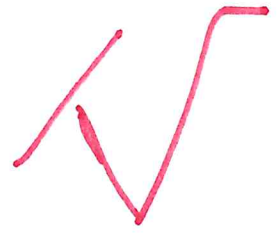
Michael Burks
Burks Bros. Drywall, Inc.

Accepted by

Date



AIA® Document G709™ – 2018



Proposal Request

PROJECT: (name and address)

City Hall & Police Facility Renovation
651 Prairie Point Dr. Yorkville, IL

CONTRACT INFORMATION:

Contract For: General Construction
Date: March 8, 2022

Architect's Project Number: 21-364

Proposal Request Number: 032

Proposal Request Date: 10/24/2022

OWNER: (name and address)

United City of Yorkville
800 Game Farm Rd. Yorkville, IL

ARCHITECT: (name and address)

Cordogan Clark & Associates
960 Ridgeway Ave. Aurora, IL

CONTRACTOR: (name and address)

Lite Construction, Inc.
711 S. Lake St. Montgomery, IL

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

In Meeting/ Report Taking 117, on North wall, provide minimum 1/4" gypsum board finish over CMU to accommodate wall covering application and extend 6" above the ceiling. Gypsum board to be laminated to CMU with adhesive or joint compound for directly adhering to substrate. Provide temporary supports as required until hardened. Refer to specification section 092900 in 'For Construction' set for additional information on gypsum board application.

Wall covering application to comply with manufacturer's written instructions for surface preparation and installation. Refer to specification section 097200 in 'For Construction' set for additional execution requirements.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Lauren Kiley Architectural Designer

PRINTED NAME AND TITLE

LITE CONSTRUCTION

711 South Lake Street
P.O. Box 135
MONTGOMERY, IL 60538

CHANGE ORDER

42

Number

TO

(630) 896-7220
Fax (630) 896-1304
Cordogan Clark & Associates
960 Ridgeway Ave
Aurora, IL 60506

PHONE	DATE 10/25/22
JOB NAME/LOCATION Yorkville City Hall Police Facility	
21-364	
JOB NUMBER	JOB PHONE
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT

We hereby agree to make the change(s) specified below:

Additional gas piping for the meter location change on roof top units.

Artlip and Sons	\$610.00
Nedrow Painting	\$455.00
LCI mark-up	\$107.00
Total	\$1,172.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨

\$ 1,172

a

DATE

10-25-22

PREVIOUS CONTRACT AMOUNT

\$

AUTHORIZED SIGNATURE (CONTRACTOR)

REVISED CONTRACT TOTAL

\$

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance

Signature

(OWNER)



ARTLIP AND SONS, INC.

230 South Broadway Aurora, IL 60505

Phone 630-896-1560 Fax 630-896-1198

www.artlipandsons.com

CHANGE ORDER

Number _____

Attn:

SUBMITTED TO: Lite Construction		PHONE	FAX	DATE 10/18/22
STREET		JOB NAME Additional Gas Piping for Meter Relocation		
CITY, STATE, AND ZIP CODE		JOB LOCATION Yorkville City Hall & Police Facility Renovation		
ARCHITECT/ ENGINEER	DATE OF PLANS			JOB PHONE

We hereby agree to make the change(s) specified below:

Add for additional gas pipe, pipe stands, and roof pads.

Materials \$610.00

Labor \$0.00

Total \$610.00

Original Contract Sum

\$ _____

Net change by previously authorized Change Orders

\$ _____

Contract Sum prior to this Change Order

\$ _____

This Change Order

\$ _____

New Contract Sum including this Change Order

\$ _____

Note: This Change Order may be
withdrawn by us if not accepted within 15 days.

Authorized
Signature

Hank Artlip

ACCEPTANCE: The above prices and specifications of
this Change Order are satisfactory and are hereby
accepted. All work to be performed under same terms
and conditions as specified in original contract unless
otherwise stipulated.

Date of acceptance _____

Signature _____

Print Name _____



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – November 8, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?

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