



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING

Tuesday, May 28, 2024

7:00 p.m.

City Hall Council Chambers

651 Prairie Pointe Drive, Yorkville, IL

REVISED 5-24-24 @ 3:30 p.m.

Revised agenda title for Mayor's Report Item #5 to include a budget amendment.

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

Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Swearing-In to Sergeant – Officer Robbie Hart
2. Merit Award – Officer Nick Mertes
3. Michael Garrett Wolancevich – Blues Hall of Fame Induction Recognition

Public Hearings:

1. 2024 Water Bond

A public hearing will be held to receive public comments on the proposal to issue revenue bonds of the City, payable solely from the revenue derived from the operation of the City's water delivery system (the "System"), and other such funds to be pledged, in the amount not to exceed \$25,000,000 and bearing interest per annum at a rate not to exceed the maximum rate authorized by law at the such revenue bonds are sold (the "*Revenue Bonds*") or, in lieu thereof, its general obligation alternate revenue bonds in the amount not to exceed \$25,000,000 (the "*Alternate Bonds*"), for the purpose of providing funds for the enhancement of the City's water delivery system, including replacing existing water mains, constructing a new well, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System.

Public Hearings (cont'd):

2. WIFIA Loan

A public hearing will be held to receive public comments on the proposal to borrow a Water Infrastructure Finance and Innovation Act loan (a “WIFIA Loan”) from the United States Environmental Protection Agency, payable solely from the revenue derived from the operation of the City’s water delivery system (the “System”), in the amount of not to exceed \$160,000,000 and bearing interest per annum at a rate not to exceed the maximum rate authorized by law at the time such WIFIA Loan is borrowed (a “Revenue-Backed WIFIA Loan”) or, in lieu thereof, a general obligation alternate revenue WIFIA Loan in an amount of not to exceed \$160,000,000 (the “Alternate Revenue WIFIA Loan”), for the purpose of providing funds for the enhancement of the City’s water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

3. Public Works and Parks Facility Bond

A public hearing will be held to receive public comments on the proposal to issue revenue bonds of the City in the amount of not to exceed \$40,000,000 for the purpose of providing funds for (i) the acquisition of certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, (ii) the construction of a new public works facility thereon, and (iii) certain other capital infrastructure projects within the City.

Citizen Comments on Agenda Items:**Consent Agenda:**

1. Bill Payments for Approval

\$ 545,735.58 (vendors – FY 24)
\$ 1,309,743.75 (vendors – FY 25)
\$ 412,087.19 (payroll period ending 05/10/24)
\$ 2,267,566.52 (total)

2. PW 2024-44 Bluestem Water Main Replacement – Design Engineering Agreement – *authorize the Mayor and City Clerk to execute*3. PW 2024-45 Water Rate Study – Professional Services Agreement – *authorize the Mayor and City Clerk to execute***Mayor’s Report:**

1. CC 2024-35 Ordinance Amending Title 3, Chapter 3 of the Code of Ordinances Creating a New Liquor License Class and Fee (Water Parks) – Informational Item
2. CC 2024-44 Resolution Authorizing the Purchase of a Skid Steer From McCann Industries, Inc. in an Amount Not to Exceed \$45,440
3. CC 2024-45 Selection of Mayor Pro Tem for Fiscal Year 2025

Mayor's Report (cont'd):

4. CC 2024-46 Ordinance Approving a Redevelopment Agreement By and Between the United City of Yorkville, Kendall County, Illinois and the Williams Group, LLC
5. **CC 2024-47 121 East Van Emmon Street (FS Property)**
 - a. **Ordinance Authorizing the Acquisition of Real Estate and Approval of a Real Estate Purchase Agreement with Grundy Bank as Trustee Under Trust Agreement Dated December 31, 2009 and Known as Trustee Number 1505**
 - b. **Ordinance Authorizing the First Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2024 and Ending on April 30, 2025**

Public Works Committee Report:

1. PW 2024-41 2024 Local Road Program – Contract Award
2. PW 2024-42 2024 Local Road Program – Construction Engineering Agreement
3. PW 2024-43 2025 Water Main Replacement – Design Engineering Agreement

Economic Development Committee Report:

1. EDC 2024-30 East Village of Westbury
 - a. Ordinance Repealing a Planned Unit Development Agreement for the East Village of Westbury
 - b. Ordinance Approving a Memorandum of Understanding Regarding the East Village of Westbury

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

6. CC 2021-04 City Buildings Updates
7. CC 2021-38 Water Study Update

Presentations (cont'd):

1. Elected Officials Harassment Training

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: June 19, 2024 – 6:00 p.m. – East Conference Room #337:

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Marek	Finance	Library
Vice-Chairman: Alderman Plocher	Administration	
Committee: Alderman Koch		
Committee: Alderman Corneils		

ECONOMIC DEVELOPMENT: June 4, 2024 – 6:00 p.m. – East Conference Room #337:

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

PUBLIC SAFETY: July 11, 2024 – 6:00 p.m. – East Conference Room #337:

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

PUBLIC WORKS: June 18, 2024 – 6:00 p.m. – East Conference Room #337:

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



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Planning and Zoning Commission:

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Additional Business:

Citizen Comments:

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Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

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Committee: Alderman Koch		
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PUBLIC WORKS: June 18, 2024 – 6:00 p.m. – East Conference Room #337:

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Koch	Public Works	Park Board
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Committee: Alderman Marek	Parks and Recreation	
Committee: Alderman Corneils		

PUBLIC HEARING:

1. 2024 Water Bond

2. WIFIA Loan

3. Public Works and Parks Facility Bond

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

2. PW 2024-44 Bluestem Water Main Replacement – Design Engineering Agreement

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. PW 2024-45 Water Study Rate – Professional Services Agreement

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT:

1. CC 2024-35 Ordinance Amending Title 3, Chapter 3 of the Code of Ordinances Creating a New
Liquor License Class and Fee (Water Parks) – Informational Item

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. CC 2024-44 Resolution Authorizing the Purchase of a Skid Steer From McCann Industries, Inc. in an
Amount Not to Exceed \$45,440

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. CC 2024-45 Selection of Mayor Pro Tem for Fiscal Year 2025

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

4. CC 2024-46 Ordinance Approving a Redevelopment Agreement By and Between the United City of Yorkville, Kendall County, Illinois and the Williams Group, LLC

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

5. CC 2024-47 121 East Van Emmon Street (FS Property)

- a. Ordinance Authorizing the Acquisition of Real Estate and Approval of a Real Estate Purchase Agreement with Grundy Bank as Trustee Under Trust Agreement Dated December 31, 2009 and Known as Trustee Number 1505

Approved: Y _____ N _____ Subject to _____

Removed _____

- b. Ordinance Authorizing the First Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2024 and Ending on April 30, 2025

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2024-41 2024 Local Road Program – Contract Award

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

Removed _____

Notes _____

2. PW 2024-42 2024 Local Road Program – Construction Engineering Agreement

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

Removed _____

Notes _____

3. PW 2024-43 2025 Water Main Replacement – Design Engineering Agreement

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ECONOMIC DEVELOPMENT COMMITTEE:

1. EDC 2024-30 East Village of Westbury

a. Ordinance Repealing a Planned Unit Development Agreement for the East Village of Westbury

Approved: Y _____ N _____ Subject to _____

Removed _____

b. Ordinance Approving a Memorandum of Understanding Regarding the East Village of Westbury

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

6. CC 2021-04 City Building Updates

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

Removed _____

Notes _____

7. CC 2021-38 Water Study Update

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

Removed _____

Notes _____

PRESENTATIONS (CONT'D):

4. Elected Officials Harassment Training

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input 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

Presentations #1

Tracking Number

Agenda Item Summary Memo

Title: Swearing-In to Sergeant – Officer Robbie Hart

Meeting and Date: City Council – May 28, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: James Jensen Police
Name Department

Agenda Item Notes:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input 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

Presentations #2

Tracking Number

Agenda Item Summary Memo

Title: Merit Award – Officer Nick Mertes

Meeting and Date: City Council – May 28, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: James Jensen Police
Name Department

Agenda Item Notes:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input 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

Presentations #3

Tracking Number

Agenda Item Summary Memo

Title: Michael Garrett Wolancevich – Blues Hall of Fame Recognition

Meeting and Date: City Council – May 28, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Mayor John Purcell

Name

Department

Agenda Item Notes:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" 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

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: Proposed 2024 Water Bond – Authorizing Ordinance

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: CC – 5/14/24 Action Taken: Authorizing Ordinance adopted

Item Number: CC 2024-40

Type of Vote Required: _____

Council Action Requested: Informational

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: May 8, 2024
Subject: Ordinance Authorizing the Issuance of the 2024 Water Bonds

Summary

Approval of an ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2024, to finance the transition of water sourcing to Lake Michigan through the DuPage Water Commission (DWC), including necessary capital improvements to enhance the City's water delivery system in alignment with this transition.

Background

This item was last discussed at the March 26th meeting when City Council adopted a reimbursement resolution for the purposes of reimbursing the (51) Water Fund for any Lake Michigan/DWC water sourcing transition and related capital improvement costs that were incurred prior to the issuance of the proposed bonds. This resolution served two primary objectives: (1) it enabled the City to reimburse itself for any project-related expenses incurred within 60 days prior to the passage of the reimbursement resolution using future bond proceeds; and (2) it grants the City the flexibility to issue a bond at any time over the next 36 months (through January 2027), starting from the date that project related costs were first incurred.

The next step in the issuance process would be the passage of an Intent to Issue Ordinance (i.e., the "Authorizing Ordinance"). The Authorizing Ordinance first authorizes the City to issue water revenue bonds but then provides that, under the Debt Reform Act, the City can issue ARS bonds in lieu of its water revenue bonds. The Authorizing Ordinance sets out that because water revenue bonds have been authorized, the City can issue its ARS bonds in lieu thereof in compliance with the Debt Reform Act. Moreover, the Authorizing Ordinance (Exhibit A), establishes the maximum amount of principal that could be issued, which is presently capped in the ordinance at \$25 million. As shown in attached debt service schedule (Exhibit C), the bonds are currently projected to provide a total of \$22.496 million in proceeds (\$22.455 million in principal, plus a premium of \$291,140, less issuance costs of \$250,000). However, Council always reserves the right to issue the bonds for less than that amount, should it choose to do so.

Besides setting the maximum principal amount for the potential bond issue, the Authorizing Ordinance also establishes what projects the City may use the bond proceeds on. As noted in the appended ordinance, the 2024 Water bond proceeds could be spent on any qualifying project that enhances the City's Water "System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and by constructing a new water supply line and connection to the DuPage Water Commission for a new source of water." Furthermore, it is important to note that all proposed bond proceeds would be allocated to WIFIA eligible capital projects, thus fulfilling the City's 20% match requirement for the impending WIFIA loan.

The Authorizing Ordinance also identifies the specific revenues pledged for the repayment of the proposed bond issue. As you may recall from prior Alternate Revenue Source (ARS) bond issuances, this revenue pledge is essentially a financial benchmark, created by the bond indenture (i.e., contract) or final bond ordinance. This revenue pledge mandates the City demonstrate the sufficiency of the revenues allocated to support debt service payments by meeting or surpassing the 125% threshold. The pledged revenues for the proposed 2024 Water bonds consist of (1) Water Fund net revenues (i.e., revenues less operating expenses) from the City's water system; (2) any revenues derived from a places of eating tax (recently implemented on January 1, 2024); and (3) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (i.e., a portion of fund equity can be used to cover the additional 25% pledge requirement over actual debt service amounts at 100%). In contrast to the WIFIA loan, which relies on projected figures for its revenue pledge, the proposed 2024 Water bonds would be fully backed by existing revenues within the Water Fund, as detailed in the FY 2023 audited financial statements.

Assuming passage of the Authorizing Ordinance, the next step would be the publication of the Authorizing Ordinance and the statutory notice in the *Beacon News*. This notice would provide that, unless a petition, signed by not less than 7.5% of the registered voters of the City, is filed with the City Clerk within 30 days after such publication date, then the ARS bonds can be issued. If a sufficient number of registered voters do sign and file the petition within the 30-day backdoor referendum period, then the issuance of the ARS bonds would have to be put up for referendum on the November 5, 2024 election. The 30-day challenge period for taxpayers to file a backdoor referendum would begin on the planned publication date of May 17th.

Pursuant to the Bond Issuance Notification Act (BINA), the Mayor would order a public hearing (Exhibit B), in order to establish the date and time for the public hearing on the proposed 2024 Water bond issue, which is tentatively set for the May 24th City Council meeting. A public notice of the BINA hearing will be published in the *Beacon News* on May 17th. The City Council cannot adopt a bond ordinance providing for the issuance of the bonds until 7 days after the public hearing has been held.

Once the 30-day backdoor referendum period concludes (anticipated during the week of June 17th), the subsequent step in the process involves the Council's adoption of a final ordinance to authorize the debt issuance, thus finalizing the issuance process. As previously noted, staff recommends the concurrent issuance of the proposed 2024 water bonds alongside the proposed Public Works/Parks facility bonds, in order to minimize issuance costs. After thorough analysis of the City's cash position, staff is confident in the sufficiency of overall cash flow to fully finance all budgeted capital projects until the size and scope of the new Public Works/Park facility is determined later this year. Additionally, the infusion of bond proceeds from this proposed issue would enhance cash flow management within the Water Fund. This is particularly beneficial considering the timing intricacies associated with capital projects tied to the DWC/Lake Michigan water sourcing initiative and would also serve to mitigate any potential delays in financing from WIFIA. Also included is a preliminary debt service schedule (prepared by Speer Financial), which shows annual debt service amounts fluctuating between \$1.0 and \$1.9 million over a 25-year timeframe, which is the same timeframe outlined in the FY 25 Adopted Budget.

Recommendation

Staff recommends approval of the attached ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2024.

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, at 7 o'clock P.M., on the 14th day of May, 2024.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the City Mayor, and the following Aldermen were physically present at said location:

_____.

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Mayor announced that, in view of the need to provide funds for the enhancement of the City's water delivery system, the City Council would consider the adoption of an ordinance authorizing the issuance of its water revenue bonds or, in lieu thereof, its general obligation alternate revenue bonds pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and directing the publication of a notice setting forth the determination of the City Council to issue such bonds.

Whereupon Alderman _____ presented and the City Clerk read by title an Ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed \$25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City’s water delivery system.

* * * * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended (the “*Code*”), and all laws amendatory thereof and supplementary thereto, including without limitation the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, the City has owned and operated a municipally-owned water supply system (the “*System*”) under and pursuant to the provisions of Division 129 of Article 11 of the Code; and

WHEREAS, the Mayor and the City Council of the City (the “*City Council*”) have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to enhance the System, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water (collectively, the “*Project*”), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the City Council and

WHEREAS, the estimated costs of the Project, including, without limitation, legal, financial, bond discount, bond registrar, paying agent and other related banking fees, printing and publication

costs and other expenses, does not exceed \$25,000,000, but the City does not currently have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, pursuant to Article 8 and Article 11 of the Code, the City is authorized to issue its water revenue bonds payable solely from the revenue derived from the operation of the System to pay the costs of the Project (the “*Revenue Bonds*”), subject to right of backdoor petition for referendum; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, whenever the City has been authorized under applicable law (as defined in the Debt Reform Act) to issue revenue bonds under the Code, the City may issue its general obligation alternate bonds (as defined in the Debt Reform Act) in lieu of such revenue bonds; and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken, and, in order to finance the cost thereof, it will be necessary for the City to issue (a) the Revenue Bonds in an aggregate amount not to exceed \$25,000,000 payable from the revenue derived from the operation of the System, or (b) in lieu thereof, its general obligation alternate revenue bonds (the “*Alternate Bonds*”), which Alternate Bonds shall be in an aggregate amount not to exceed \$25,000,000 and be payable from (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule “places for eating” sales tax imposed by the City and deposited into the City’s Water Fund (the “*Water Fund*”), and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, the “*Pledged Revenues*”), as authorized to be issued at this time pursuant to the Debt Reform Act; and

WHEREAS, as provided in the Debt Reform Act, if the Pledged Revenues are insufficient to pay the principal and interest on the Alternate Bonds, ad valorem property taxes levied upon all taxable property in the City without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on the Alternate Bonds; and

WHEREAS, the costs of the Project are expected to be paid for from the proceeds of the Alternate Bonds which are authorized to be issued pursuant to the Debt Reform Act, subject to the right of backdoor petition for referendum; and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Debt Reform Act, and in lieu of the issuance of its Revenue Bonds, the City is authorized to issue its Alternate Bonds in an aggregate principal amount not to exceed \$25,000,000 for the purpose of providing funds to pay the costs of the Project; and

WHEREAS, before Revenue Bonds or, in lieu thereof, the Alternate Bonds may be issued for said purpose, Division 129 of Article 11 of the Code and Section 15 of the Debt Reform Act require that the City Council must first adopt an Ordinance authorizing the issuance of the Revenue Bonds or, in lieu thereof, the Alternate Bonds for said purpose and directing that notice of such authorization be published as provided by law.

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. **Incorporation of Preambles**. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. **Determination to Issue Bonds**. It is necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake the Project in accordance with the estimate of costs as hereinabove described, and that for such purpose there are hereby authorized to be issued and sold by the City its Revenue Bonds in an aggregate principal amount not to exceed \$25,000,000 or, in lieu thereof, its Alternate Bonds in an aggregate principal amount not to exceed \$25,000,000. The issuance of the Revenue Bonds or, in lieu thereof, the

Alternate Bonds shall be subject to the right of backdoor petition for referendum as set forth herein and the adoption of a bond ordinance setting forth the terms for the issuance and sale thereof.

Section 3. **Publication.** This Ordinance, together with a notice in the statutory form as set forth herein in Section 4 (the “*Notice*”), shall be published at least once within ten (10) days after passage hereof by the City Council in the *Beacon-News*, the same being a newspaper of general circulation in the City, and if no petition, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City), asking that the question of the Project, as provided in this Ordinance, and the issuance of the Revenue Bonds therefor be submitted to the electors of this City is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the Revenue Bonds shall be authorized to be issued. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to issue the Revenue Bonds shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

If no petition, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters), asking that the issuance of the Alternate Bonds be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the Alternate Bonds shall be authorized to be issued. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to issue the Alternate Bonds shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general

election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

It is expressly provided that in the event there shall be filed with the City Clerk in a timely manner a petition, asking that the issuance of the Revenue Bonds be submitted to a referendum, the Alternate Bonds shall not be authorized to be issued until such time as the issuance of the Revenue Bonds shall have been submitted to the electors of the City and a majority of votes cast on such question shall have been in favor thereof.

Section 4. **Form of Notice.** The notice of the intention to issue the Revenue Bonds or, in lieu thereof, the Alternate Bonds shall be in substantially the following form:

**NOTICE OF INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO ISSUE \$25,000,000 REVENUE BONDS OR, IN LIEU THEREOF,
\$25,000,000 ALTERNATE REVENUE BONDS
AND RIGHT TO FILE PETITION**

PUBLIC NOTICE is hereby given that pursuant to an Ordinance (the “*Ordinance*”) adopted on the 14th day of May, 2024 by the City Council (the “*City Council*”) of the United City of Yorkville, Kendall County, Illinois (the “*City*”), the City intends to issue its revenue bonds, payable solely from the revenue derived from the operation of the City’s water delivery system (the “*System*”), in an aggregate amount of not to exceed \$25,000,000 and bearing interest per annum at a rate not to exceed the maximum rate authorized by law at the time such revenue bonds are sold (the “*Revenue Bonds*”) or, in lieu thereof, its general obligation alternate revenue bonds in an aggregate amount of not to exceed \$25,000,000 (the “*Alternate Bonds*”), for the purpose of providing funds for the enhancement of the City’s water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The revenue sources for the payment of the Alternate Bonds will be (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule “places for eating” sales tax imposed by the City and deposited into the City’s Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City’s Water Fund. If these revenue sources are insufficient to pay the Alternate Bonds, the City will also levy ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount to pay the principal of and interest on the Alternate Bonds. This notice is incorporated into the Ordinance.

Notice is hereby further given that a petition may be filed with the City Clerk (the “*City Clerk*”) within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City) asking that the question of the Project, as provided in the Ordinance, and the issuance of the Revenue Bonds be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to issue the Revenue Bonds shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to issue the Revenue Bonds for the purpose hereinabove provided.

Notice is further hereby further given that a petition may be filed with the City Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters) asking that

the issuance of the Alternate Bonds be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to issue the Alternate Bonds shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to issue the Alternate Bonds for the purpose hereinabove provided.

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

DATED this 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Section 5. **Additional Ordinances.** If no petition with respect to the issuance of the Revenue Bonds or, in lieu thereof, the Alternate Bonds and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City Council may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Revenue Bonds or, in lieu thereof, the Alternate Bonds and prescribing all the details of the Revenue Bonds or, in lieu thereof, the Alternate Bonds, so long as the maximum amount of the Revenue Bonds or, in lieu thereof, the Alternate Bonds as set forth in this Ordinance is not exceeded and there is no material change in the Project described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Revenue Bonds or, in lieu thereof, the Alternate Bonds under applicable law.

Section 6. **Severability.** If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

(This space is intentionally blank)

Section 7. **Repealer and Effective Date.** All Ordinances and parts of Ordinances in conflict herewith be and the same are hereby repealed and that this Ordinance be in full force and effect forthwith upon its adoption.

ADOPTED by the City Council on the 14th day of May, 2024, pursuant to a roll call vote as follows:

DANIEL V. TRANSIER	_____	KEN KOCH	_____
MATT MAREK	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	SEAVER TARULIS	_____
CRAIG SOLING	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

CITY CLERK

Alderman _____ moved and Alderman _____ seconded the motion that said Ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon the motion to adopt said Ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____.

The following Aldermen voted NAY: _____.

Whereupon the Mayor declared the motion carried and said Ordinance adopted, and in open meeting approved and signed said Ordinance and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and that as such official I am the keeper of the records and files of the City and of the City Council thereof (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 14th day of May, 2024, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed \$25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City’s water delivery system.

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Public Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Acts and with all of the procedural rules of the City Council in the conduct of said meeting and in the adoption of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of May, 2024.

(SEAL)

City Clerk, United City of Yorkville, Kendall
County, Illinois

[Attach Agenda as Exhibit A]

STATE OF ILLINOIS)
) SS
 COUNTY OF KENDALL)

PETITION –REVENUE BONDS

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: “Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to issue not to exceed \$25,000,000 revenue bonds to provide funds for the enhancement of the City’s water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said revenue bonds to be the revenues of the City’s water delivery system?”; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	
_____	_____ ,	Yorkville, Kendall County, Illinois	

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

Signed and sworn to before me this
_____ day of _____, 2024.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and as such official I do further certify that pursuant to an Ordinance entitled:

AN ORDINANCE authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed \$25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City’s water delivery system,

duly adopted by the City Council of the City (the “City Council”) on the 14th day of May, 2024, notice of authorization of the City to issue not to exceed \$25,000,000 Revenue Bonds was published on the ___ day of _____, 2024, in the *Beacon-News*, the same being a newspaper of general circulation in the City, and was not posted electronically on the City’s World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to issue said revenue bonds be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2024.

City Clerk

STATE OF ILLINOIS)
) SS
 COUNTY OF KENDALL)

PETITION – ALTERNATE REVENUE BONDS

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: “Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to issue not to exceed \$25,000,000 general obligation alternate revenue bonds to provide funds for the enhancement of the City’s water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said bonds to be (i) the net revenues derived from the operation of the City’s water delivery system, (ii) all collections of any non-home rule “places for eating” sales tax imposed by the City and deposited into the City’s Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City’s Water Fund, unless said revenue sources are insufficient to pay said bonds, in which case ad valorem property taxes levied upon all taxable property in said City without limitation as to rate or amount are authorized to be extended for such purpose?”; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	
_____	_____	Yorkville, Kendall County, Illinois	

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville,

Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____ day of _____, 2024.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and as such official I do further certify that pursuant to an Ordinance entitled:

AN ORDINANCE authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed \$25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City’s water delivery system,

duly adopted by the City Council of the City (the “City Council”) on the 14th day of May, 2024, notice of authorization of the City to issue not to exceed \$25,000,000 Alternate Revenue Bonds was published on the ___ day of _____, 2024, in the *Beacon-News*, the same being a newspaper of general circulation in the City, and was not posted electronically on the City’s World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to issue said bonds be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2024.

City Clerk

ORDER calling a public hearing concerning the intent of the City Council of the United City of Yorkville, Kendall County, Illinois, to sell not to exceed \$25,000,000 General Obligation Alternate Revenue Bonds.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, the City Council of the City (the “*City Council*”) intends to sell bonds in the amount of not to exceed \$25,000,000 (the “*Bonds*”) for the purpose of providing funds for the enhancement of the City’s water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water; and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the City Council to hold a public hearing concerning the City Council’s intent to sell the Bonds before adopting an ordinance providing for the sale of the Bonds and further requires that the governing body or the presiding officer of the governing body set the date, time, and location of such public hearing:

NOW, THEREFORE, Be It and It Is Hereby Ordered by the Mayor of the United City of Yorkville, Kendall County, Illinois, as follows:

1. **Public Hearing.** I hereby call a public hearing to be held at 7:00 o’clock P.M. on the 28th day of May, 2024, in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, concerning

the City Council's intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the "*Hearing*").

2. **Notice.** I hereby direct the City Clerk (the "*City Clerk*") to (i) publish notice of the Hearing at least once in the *Beacon-News*, the same being a newspaper of general circulation in the City, not less than seven (7) nor more than thirty (30) days before the date of the Hearing and (ii) post at least 48 hours before the Hearing a copy of said notice at the principal office of the City Council.

3. **Form of Notice.** Notice of the Hearing shall appear above the name of the City Clerk and shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO SELL
NOT TO EXCEED \$25,000,000,000 GENERAL OBLIGATION
ALTERNATE REVENUE BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that the United City of Yorkville, Kendall County, Illinois (the “City”), will hold a public hearing on the 28th day of May, 2024, at 7:00 o’clock P.M. The hearing will be held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell general obligation alternate revenue bonds of the City in the amount of not to exceed \$25,000,000 for the purpose of providing funds for the enhancement of the City’s water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The City allows remote attendance to the public hearing. Public comments on such proposal may be emailed to jbehland@yorkville.il.us. The City publishes a remote participation meeting link for every City meeting at <https://www.yorkville.il.us/520/Agendas-Minutes-Packets>. Each meeting generally has a phone number for audio call-in, or a video meeting link. Residents who attend the meeting via phone or computer through the methods above, may speak during the public hearing.

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

DATED the 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Note to Publisher: Please be certain that this notice appears above the name of the City Clerk.

4. **Hearing Requirements**. At the Hearing, the City Council shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The City Council shall not adopt an ordinance selling the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

ORDERED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
the 14th day of May, 2024.

MAYOR

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

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Preliminary, As of May 7, 2024

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Sources & Uses

Dated 08/21/2024 | Delivered 08/21/2024

Sources Of Funds

Par Amount of Bonds	\$22,455,000.00
Reoffering Premium	470,799.70
Total Sources	\$22,925,799.70

Uses Of Funds

Total Underwriter's Discount (0.800%)	179,640.00
Costs of Issuance	250,000.00
Deposit to Project Fund	22,496,159.70
Total Uses	\$22,925,799.70

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/21/2024	-	-	-	-	-
06/30/2025	-	-	843,237.40	843,237.40	-
12/30/2025	-	-	491,206.25	491,206.25	-
04/30/2026	-	-	-	-	1,334,443.65
06/30/2026	-	-	491,206.25	491,206.25	-
12/30/2026	-	-	491,206.25	491,206.25	-
04/30/2027	-	-	-	-	982,412.50
06/30/2027	-	-	491,206.25	491,206.25	-
12/30/2027	-	-	491,206.25	491,206.25	-
04/30/2028	-	-	-	-	982,412.50
06/30/2028	-	-	491,206.25	491,206.25	-
12/30/2028	-	-	491,206.25	491,206.25	-
04/30/2029	-	-	-	-	982,412.50
06/30/2029	-	-	491,206.25	491,206.25	-
12/30/2029	-	-	491,206.25	491,206.25	-
04/30/2030	-	-	-	-	982,412.50
06/30/2030	-	-	491,206.25	491,206.25	-
12/30/2030	-	-	491,206.25	491,206.25	-
04/30/2031	-	-	-	-	982,412.50
06/30/2031	-	-	491,206.25	491,206.25	-
12/30/2031	-	-	491,206.25	491,206.25	-
04/30/2032	-	-	-	-	982,412.50
06/30/2032	-	-	491,206.25	491,206.25	-
12/30/2032	-	-	491,206.25	491,206.25	-
04/30/2033	-	-	-	-	982,412.50
06/30/2033	-	-	491,206.25	491,206.25	-
12/30/2033	-	-	491,206.25	491,206.25	-
04/30/2034	-	-	-	-	982,412.50
06/30/2034	-	-	491,206.25	491,206.25	-
12/30/2034	910,000.00	5.000%	491,206.25	1,401,206.25	-
04/30/2035	-	-	-	-	1,892,412.50
06/30/2035	-	-	468,456.25	468,456.25	-
12/30/2035	960,000.00	5.000%	468,456.25	1,428,456.25	-
04/30/2036	-	-	-	-	1,896,912.50
06/30/2036	-	-	444,456.25	444,456.25	-
12/30/2036	1,010,000.00	5.000%	444,456.25	1,454,456.25	-
04/30/2037	-	-	-	-	1,898,912.50
06/30/2037	-	-	419,206.25	419,206.25	-
12/30/2037	1,060,000.00	4.000%	419,206.25	1,479,206.25	-
04/30/2038	-	-	-	-	1,898,412.50
06/30/2038	-	-	398,006.25	398,006.25	-
12/30/2038	1,110,000.00	4.000%	398,006.25	1,508,006.25	-
04/30/2039	-	-	-	-	1,906,012.50
06/30/2039	-	-	375,806.25	375,806.25	-
12/30/2039	1,145,000.00	4.000%	375,806.25	1,520,806.25	-
04/30/2040	-	-	-	-	1,896,612.50
06/30/2040	-	-	352,906.25	352,906.25	-
12/30/2040	1,190,000.00	4.000%	352,906.25	1,542,906.25	-
04/30/2041	-	-	-	-	1,895,812.50
06/30/2041	-	-	329,106.25	329,106.25	-
12/30/2041	1,240,000.00	4.000%	329,106.25	1,569,106.25	-
04/30/2042	-	-	-	-	1,898,212.50
06/30/2042	-	-	304,306.25	304,306.25	-
12/30/2042	1,290,000.00	4.250%	304,306.25	1,594,306.25	-
04/30/2043	-	-	-	-	1,898,612.50
06/30/2043	-	-	276,893.75	276,893.75	-
12/30/2043	1,340,000.00	4.250%	276,893.75	1,616,893.75	-
04/30/2044	-	-	-	-	1,893,787.50
06/30/2044	-	-	248,418.75	248,418.75	-
12/30/2044	1,400,000.00	4.250%	248,418.75	1,648,418.75	-
04/30/2045	-	-	-	-	1,896,837.50
06/30/2045	-	-	218,668.75	218,668.75	-
12/30/2045	1,465,000.00	4.250%	218,668.75	1,683,668.75	-
04/30/2046	-	-	-	-	1,902,337.50
06/30/2046	-	-	187,537.50	187,537.50	-
12/30/2046	1,520,000.00	4.500%	187,537.50	1,707,537.50	-
04/30/2047	-	-	-	-	1,895,075.00
06/30/2047	-	-	153,337.50	153,337.50	-
12/30/2047	1,595,000.00	4.500%	153,337.50	1,748,337.50	-
04/30/2048	-	-	-	-	1,901,675.00
06/30/2048	-	-	117,450.00	117,450.00	-
12/30/2048	1,665,000.00	4.500%	117,450.00	1,782,450.00	-
04/30/2049	-	-	-	-	1,899,900.00
06/30/2049	-	-	79,987.50	79,987.50	-
12/30/2049	1,740,000.00	4.500%	79,987.50	1,819,987.50	-
04/30/2050	-	-	-	-	1,899,975.00
06/30/2050	-	-	40,837.50	40,837.50	-
12/30/2050	1,815,000.00	4.500%	40,837.50	1,855,837.50	-
04/30/2051	-	-	-	-	1,896,675.00
Total	\$22,455,000.00	-	\$19,006,918.65	\$41,461,918.65	-

Yield Statistics

Bond Year Dollars	\$434,661.38
Average Life	19.357 Years
Average Coupon	4.3728106%
Net Interest Cost (NIC)	4.3058252%
True Interest Cost (TIC)	4.2669470%
Bond Yield for Arbitrage Purposes	4.2006727%
All Inclusive Cost (AIC)	4.3532895%

IRS Form 8038

Net Interest Cost	4.2103910%
Weighted Average Maturity	19.203 Years

Preliminary, As of May 7, 2024

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
12/30/2024	-	-	-	-	-
12/30/2025	-	-	1,334,443.65	1,334,443.65	1,334,443.65
12/30/2026	-	-	982,412.50	982,412.50	982,412.50
12/30/2027	-	-	982,412.50	982,412.50	982,412.50
12/30/2028	-	-	982,412.50	982,412.50	982,412.50
12/30/2029	-	-	982,412.50	982,412.50	982,412.50
12/30/2030	-	-	982,412.50	982,412.50	982,412.50
12/30/2031	-	-	982,412.50	982,412.50	982,412.50
12/30/2032	-	-	982,412.50	982,412.50	982,412.50
12/30/2033	-	-	982,412.50	982,412.50	982,412.50
12/30/2034	910,000.00	5.000%	982,412.50	1,892,412.50	1,892,412.50
12/30/2035	960,000.00	5.000%	936,912.50	1,896,912.50	1,896,912.50
12/30/2036	1,010,000.00	5.000%	888,912.50	1,898,912.50	1,898,912.50
12/30/2037	1,060,000.00	4.000%	838,412.50	1,898,412.50	1,898,412.50
12/30/2038	1,110,000.00	4.000%	796,012.50	1,906,012.50	1,906,012.50
12/30/2039	1,145,000.00	4.000%	751,612.50	1,896,612.50	1,896,612.50
12/30/2040	1,190,000.00	4.000%	705,812.50	1,895,812.50	1,895,812.50
12/30/2041	1,240,000.00	4.000%	658,212.50	1,898,212.50	1,898,212.50
12/30/2042	1,290,000.00	4.250%	608,612.50	1,898,612.50	1,898,612.50
12/30/2043	1,340,000.00	4.250%	553,787.50	1,893,787.50	1,893,787.50
12/30/2044	1,400,000.00	4.250%	496,837.50	1,896,837.50	1,896,837.50
12/30/2045	1,465,000.00	4.250%	437,337.50	1,902,337.50	1,902,337.50
12/30/2046	1,520,000.00	4.500%	375,075.00	1,895,075.00	1,895,075.00
12/30/2047	1,595,000.00	4.500%	306,675.00	1,901,675.00	1,901,675.00
12/30/2048	1,665,000.00	4.500%	234,900.00	1,899,900.00	1,899,900.00
12/30/2049	1,740,000.00	4.500%	159,975.00	1,899,975.00	1,899,975.00
12/30/2050	1,815,000.00	4.500%	81,675.00	1,896,675.00	1,896,675.00
Total	\$22,455,000.00	-	\$19,006,918.65	\$41,461,918.65	\$41,461,918.65

Preliminary, As of May 7, 2024

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
12/30/2034	Serial Coupon	5.000%	3.250%	910,000.00	115.283%	-	-	-	1,049,075.30
12/30/2035	Serial Coupon	5.000%	3.300%	960,000.00	114.808%	c 3.416%	12/30/2034	100.000%	1,102,156.80
12/30/2036	Serial Coupon	5.000%	3.400%	1,010,000.00	113.866%	c 3.600%	12/30/2034	100.000%	1,150,046.60
12/30/2037	Serial Coupon	4.000%	3.750%	1,060,000.00	102.125%	c 3.795%	12/30/2034	100.000%	1,082,525.00
12/30/2038	Serial Coupon	4.000%	3.850%	1,110,000.00	101.267%	c 3.884%	12/30/2034	100.000%	1,124,063.70
12/30/2039	Serial Coupon	4.000%	3.950%	1,145,000.00	100.417%	c 3.963%	12/30/2034	100.000%	1,149,774.65
12/30/2040	Serial Coupon	4.000%	4.050%	1,190,000.00	99.402%	-	-	-	1,182,883.80
12/30/2041	Serial Coupon	4.000%	4.100%	1,240,000.00	98.762%	-	-	-	1,224,648.80
12/30/2042	Serial Coupon	4.250%	4.150%	1,290,000.00	100.830%	c 4.184%	12/30/2034	100.000%	1,300,707.00
12/30/2043	Serial Coupon	4.250%	4.200%	1,340,000.00	100.412%	c 4.218%	12/30/2034	100.000%	1,345,520.80
12/30/2044	Serial Coupon	4.250%	4.250%	1,400,000.00	100.000%	-	-	-	1,400,000.00
12/30/2045	Serial Coupon	4.250%	4.300%	1,465,000.00	99.301%	-	-	-	1,454,759.65
12/30/2046	Serial Coupon	4.500%	4.350%	1,520,000.00	101.235%	c 4.412%	12/30/2034	100.000%	1,538,772.00
12/30/2047	Serial Coupon	4.500%	4.400%	1,595,000.00	100.819%	c 4.443%	12/30/2034	100.000%	1,608,063.05
12/30/2048	Serial Coupon	4.500%	4.450%	1,665,000.00	100.406%	c 4.472%	12/30/2034	100.000%	1,671,759.90
12/30/2049	Serial Coupon	4.500%	4.500%	1,740,000.00	100.000%	-	-	-	1,740,000.00
12/30/2050	Serial Coupon	4.500%	4.550%	1,815,000.00	99.231%	-	-	-	1,801,042.65
Total	-	-	-	\$22,455,000.00	-	-	-	-	\$22,925,799.70

Bid Information

Par Amount of Bonds	\$22,455,000.00
Reoffering Premium or (Discount)	470,799.70
Gross Production	\$22,925,799.70
Total Underwriter's Discount (0.800%)	\$(179,640.00)
Bid (101.297%)	22,746,159.70
Total Purchase Price	\$22,746,159.70
Bond Year Dollars	\$434,661.38
Average Life	19.357 Years
Average Coupon	4.3728106%
Net Interest Cost (NIC)	4.3058252%
True Interest Cost (TIC)	4.2669470%

Preliminary, As of May 7, 2024

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Proof of Premium/5Yr Call Bond Selection of Call Dates/Prices

Maturity	Call Date	Call Price	PV at Bond Yield	Lowest?
12/30/2035	-	-	1,028,452.94	No
12/30/2035	12/30/2034	100.000%	1,023,617.17	Yes
12/30/2036	-	-	1,086,898.66	No
12/30/2036	12/30/2034	100.000%	1,076,930.56	Yes

Preliminary, As of May 7, 2024

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Proof of D/S for Arbitrage Purposes

Date	Principal	Interest	Total
08/21/2024	-	-	-
06/30/2025	-	843,237.40	843,237.40
12/30/2025	-	491,206.25	491,206.25
06/30/2026	-	491,206.25	491,206.25
12/30/2026	-	491,206.25	491,206.25
06/30/2027	-	491,206.25	491,206.25
12/30/2027	-	491,206.25	491,206.25
06/30/2028	-	491,206.25	491,206.25
12/30/2028	-	491,206.25	491,206.25
06/30/2029	-	491,206.25	491,206.25
12/30/2029	-	491,206.25	491,206.25
06/30/2030	-	491,206.25	491,206.25
12/30/2030	-	491,206.25	491,206.25
06/30/2031	-	491,206.25	491,206.25
12/30/2031	-	491,206.25	491,206.25
06/30/2032	-	491,206.25	491,206.25
12/30/2032	-	491,206.25	491,206.25
06/30/2033	-	491,206.25	491,206.25
12/30/2033	-	491,206.25	491,206.25
06/30/2034	-	491,206.25	491,206.25
12/30/2034	2,880,000.00	491,206.25	3,371,206.25
06/30/2035	-	419,206.25	419,206.25
12/30/2035	-	419,206.25	419,206.25
06/30/2036	-	419,206.25	419,206.25
12/30/2036	-	419,206.25	419,206.25
06/30/2037	-	419,206.25	419,206.25
12/30/2037	1,060,000.00	419,206.25	1,479,206.25
06/30/2038	-	398,006.25	398,006.25
12/30/2038	1,110,000.00	398,006.25	1,508,006.25
06/30/2039	-	375,806.25	375,806.25
12/30/2039	1,145,000.00	375,806.25	1,520,806.25
06/30/2040	-	352,906.25	352,906.25
12/30/2040	1,190,000.00	352,906.25	1,542,906.25
06/30/2041	-	329,106.25	329,106.25
12/30/2041	1,240,000.00	329,106.25	1,569,106.25
06/30/2042	-	304,306.25	304,306.25
12/30/2042	1,290,000.00	304,306.25	1,594,306.25
06/30/2043	-	276,893.75	276,893.75
12/30/2043	1,340,000.00	276,893.75	1,616,893.75
06/30/2044	-	248,418.75	248,418.75
12/30/2044	1,400,000.00	248,418.75	1,648,418.75
06/30/2045	-	218,668.75	218,668.75
12/30/2045	1,465,000.00	218,668.75	1,683,668.75
06/30/2046	-	187,537.50	187,537.50
12/30/2046	1,520,000.00	187,537.50	1,707,537.50
06/30/2047	-	153,337.50	153,337.50
12/30/2047	1,595,000.00	153,337.50	1,748,337.50
06/30/2048	-	117,450.00	117,450.00
12/30/2048	1,665,000.00	117,450.00	1,782,450.00
06/30/2049	-	79,987.50	79,987.50
12/30/2049	1,740,000.00	79,987.50	1,819,987.50
06/30/2050	-	40,837.50	40,837.50
12/30/2050	1,815,000.00	40,837.50	1,855,837.50
Total	\$22,455,000.00	\$18,857,918.65	\$41,312,918.65

2024 Water Bonds 5.7.24 | SINGLE PURPOSE | 5/ 7/2024 | 7:06 PM

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Proof of Bond Yield @ 4.2006727%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
08/21/2024	-	1.0000000x	-	-
06/30/2025	843,237.40	0.9649468x	813,679.20	813,679.20
12/30/2025	491,206.25	0.9450966x	464,237.34	1,277,916.53
06/30/2026	491,206.25	0.9256547x	454,687.37	1,732,603.91
12/30/2026	491,206.25	0.9066128x	445,333.86	2,177,937.77
06/30/2027	491,206.25	0.8879626x	436,172.77	2,614,110.54
12/30/2027	491,206.25	0.8696960x	427,200.13	3,041,310.66
06/30/2028	491,206.25	0.8518053x	418,412.07	3,459,722.73
12/30/2028	491,206.25	0.8342825x	409,804.79	3,869,527.52
06/30/2029	491,206.25	0.8171202x	401,374.57	4,270,902.09
12/30/2029	491,206.25	0.8003110x	393,117.78	4,664,019.87
06/30/2030	491,206.25	0.7838476x	385,030.83	5,049,050.70
12/30/2030	491,206.25	0.7677228x	377,110.25	5,426,160.95
06/30/2031	491,206.25	0.7519298x	369,352.60	5,795,513.56
12/30/2031	491,206.25	0.7364616x	361,754.54	6,157,268.10
06/30/2032	491,206.25	0.7213116x	354,312.78	6,511,580.88
12/30/2032	491,206.25	0.7064733x	347,024.11	6,858,604.99
06/30/2033	491,206.25	0.6919402x	339,885.37	7,198,490.36
12/30/2033	491,206.25	0.6777061x	332,893.49	7,531,383.85
06/30/2034	491,206.25	0.6637648x	326,045.44	7,857,429.29
12/30/2034	3,371,206.25	0.6501103x	2,191,656.04	10,049,085.33
06/30/2035	419,206.25	0.6367367x	266,924.01	10,316,009.34
12/30/2035	419,206.25	0.6236382x	261,433.04	10,577,442.38
06/30/2036	419,206.25	0.6108092x	256,055.03	10,833,497.41
12/30/2036	419,206.25	0.5982440x	250,787.64	11,084,285.05
06/30/2037	419,206.25	0.5859374x	245,628.61	11,329,913.66
12/30/2037	1,479,206.25	0.5738839x	848,892.64	12,178,806.31
06/30/2038	398,006.25	0.5620784x	223,710.70	12,402,517.01
12/30/2038	1,508,006.25	0.5505157x	830,181.08	13,232,698.09
06/30/2039	375,806.25	0.5391909x	202,631.29	13,435,329.38
12/30/2039	1,520,806.25	0.5280990x	803,136.26	14,238,465.64
06/30/2040	352,906.25	0.5172353x	182,535.58	14,421,001.22
12/30/2040	1,542,906.25	0.5065951x	781,628.77	15,202,629.99
06/30/2041	329,106.25	0.4961738x	163,293.90	15,365,923.89
12/30/2041	1,569,106.25	0.4859669x	762,533.64	16,128,457.53
06/30/2042	304,306.25	0.4759699x	144,840.61	16,273,298.14
12/30/2042	1,594,306.25	0.4661786x	743,231.41	17,016,529.55
06/30/2043	276,893.75	0.4565887x	126,426.55	17,142,956.10
12/30/2043	1,616,893.75	0.4471961x	723,068.51	17,866,024.61
06/30/2044	248,418.75	0.4379967x	108,806.58	17,974,831.19
12/30/2044	1,648,418.75	0.4289865x	707,149.38	18,681,980.57
06/30/2045	218,668.75	0.4201617x	91,876.23	18,773,856.80
12/30/2045	1,683,668.75	0.4115184x	692,860.69	19,466,717.49
06/30/2046	187,537.50	0.4030529x	75,587.54	19,542,305.04
12/30/2046	1,707,537.50	0.3947616x	674,070.28	20,216,375.31
06/30/2047	153,337.50	0.3866409x	59,286.54	20,275,661.86
12/30/2047	1,748,337.50	0.3786872x	662,072.97	20,937,734.82
06/30/2048	117,450.00	0.3708971x	43,561.86	20,981,296.69
12/30/2048	1,782,450.00	0.3632672x	647,505.70	21,628,802.38
06/30/2049	79,987.50	0.3557944x	28,459.10	21,657,261.48
12/30/2049	1,819,987.50	0.3484752x	634,220.53	22,291,482.01
06/30/2050	40,837.50	0.3413066x	13,938.11	22,305,420.12
12/30/2050	1,855,837.50	0.3342855x	620,379.58	22,925,799.70
Total	\$41,312,918.65	-	\$22,925,799.70	-

Derivation Of Target Amount

Par Amount of Bonds	\$22,455,000.00
Reoffering Premium or (Discount)	470,799.70
Original Issue Proceeds	\$22,925,799.70

Preliminary, As of May 7, 2024

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Detail Costs Of Issuance

Dated 08/21/2024 | Delivered 08/21/2024

COSTS OF ISSUANCE DETAIL



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" 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

Public Hearing #2

Tracking Number

Agenda Item Summary Memo

Title: Proposed WIFIA Loan – Authorizing Ordinance

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: CC – 5/14/24 Action Taken: Authorizing Ordinance adopted

Item Number: CC 2024-41

Type of Vote Required: _____

Council Action Requested: Informational

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: May 8, 2024
Subject: Ordinance Authorizing – WIFIA Loan

Summary

Approval of an ordinance authorizing the issuance of a Water Infrastructure Finance and Innovation Act (WIFIA) loan, from the United States Environmental Protection Agency (EPA).

Background

In 2021, the United City of Yorkville, in collaboration with the Villages of Montgomery and Oswego, formed a partnership, called WaterLink, in order to secure a sustainable drinking water source for its residents across the region. After assessing options, WaterLink chose to partner with the DuPage Water Commission (DWC) to expand its existing transmission system to connect to all WaterLink communities.

To facilitate this endeavor, the City will be seeking financial support through the Federal EPA's Water Infrastructure Finance and Innovation Act (WIFIA) program. The City's strategy involves a phased approach, initially pursuing an agreement with the EPA to execute a Master Credit Agreement, followed by securing two WIFIA loans to cover the two phases of the project. Phase I will encompass eight projects, that center on upgrading the City's water system to meet DWC and State standards, at an estimated cost of ~\$37 million. Estimated funding from WIFIA for Loan 1 is \$29.6 million (80%), with the City to fund the remaining 20% of ~\$7.4 million. Phase II will consist of three projects, focusing on the WaterLink connection to DWC, expanding the existing DWC transmission system and the construction of the South Receiving Station and South Receiving Station Standpipe. Phase II expenditures are projected to total around \$137 million, with anticipated Loan 2 funding from WIFIA total \$109.6 million (City's portion would be \$27.4 million).

Similar to a General Obligation (Alternate Revenue Source) Bond, the next step in the WIFIA loan issuance process entails the enactment of an Authorizing Ordinance. This ordinance sets the ceiling for the maximum principal amount that can be issued, currently specified at \$160 million (see Exhibit A). With estimated WIFIA-related expenses totaling \$139.2 million, this allocation affords the City a margin of flexibility of approximately \$20 million to address any unforeseen expenditures or cost increases that may arise.

Besides setting the maximum principal amount for the potential loan issue, the Authorizing Ordinance also establishes what projects the City may use the bond proceeds on. As noted in the appended ordinance, WIFIA loan proceeds could be spent on any qualifying project that enhances the City's Water "System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and by constructing a new water supply line and connection to the DuPage Water Commission for a new source of water."

Furthermore, the Authorizing Ordinance identifies the specific revenues pledged for the repayment of the proposed bond issue. As you may recall from prior Alternate Revenue Source (ARS) bond issuances, this revenue pledge is essentially a financial benchmark, created by the bond indenture (i.e., contract) or final bond ordinance. This revenue pledge mandates the City demonstrate the sufficiency of the revenues allocated to support debt service payments by meeting or surpassing the 125% threshold. The pledged revenues for the proposed WIFIA loan consist of (1) Water Fund net revenues (i.e., revenues less operating expenses) from the City's water system; (2) any revenues derived from a places of eating tax (recently implemented on January 1, 2024); and (3) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (i.e., a portion of fund equity can be used to cover the additional 25% pledge requirement over actual debt service amounts at 100%).

As discussed during the water rate deliberations on April 23rd, Council will eventually need to adopt a multi-year water rate plan, which can be adjusted up or down, depending on actual future water sale revenues. In order to develop a multi-year rate plan, it is recommended that the City conduct a water rate analysis, funding for which has been included in the FY 2025 budget (estimated at \$100,000 in Engineering Services – Water Fund). Beyond the obvious reason of establishing a multi-year rate structure, the primary purpose of conducting a water rate analysis is to provide assurance to WIFIA, and other bond holders, that the City will meet its debt coverage requirements. To close on the WIFIA loan and future bond issues for the DWC/Lake Michigan water sourcing project, the City must prove that revenues equal at least 125% of total debt service. If the revenues used to demonstrate coverage are projected and based on future rate increases, those increases must have already been approved by City Council. The projections must be made by an outside firm, not related to the City or the bond/WIFIA loan issuance. Additional materials regarding the scope and timing of a rate study will be presented to Council for consideration at a future meeting.

Assuming passage of the Authorizing Ordinance, the next step would be the publication of the Authorizing Ordinance and the statutory notice in the Beacon News. This notice would provide that, unless a petition, signed by not less than 7.5% of the registered voters of the City, is filed with the City Clerk within 30 days after such publication date, then the ARS bonds can be issued. If a sufficient number of registered voters do sign and file the petition within the 30-day backdoor referendum period, then the issuance of the WIFIA loan would have to be put up for referendum on the November 5, 2024 election. The 30-day challenge period for taxpayers to file a backdoor referendum would begin on the planned publication date of May 17th.

Pursuant to the Bond Issuance Notification Act (BINA), the Mayor would order a public hearing (Exhibit B), in order to establish the date and time for the public hearing on the proposed WIFIA loan, which is tentatively set for the May 24th City Council meeting. A public notice of the BINA hearing will be published in the Beacon News on May 17th. The City Council cannot adopt a bond ordinance providing for the issuance of the bonds until 7 days after the public hearing has been held.

Once the 30-day backdoor referendum period concludes (anticipated during the week of June 17th), the subsequent step in the process involves the Council's adoption of a final ordinance to authorize the loan issuance, which would be done in conjunction with the closing of the WIFIA loan, currently slated for later 2024 / early 2025.

Recommendation

Staff recommends approval of the attached ordinance authorizing the issuance of a Water Infrastructure Finance and Innovation Act (WIFIA) loan, from the United States Environmental Protection Agency (EPA).

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, at 7 o'clock P.M., on the 14th day of May, 2024.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the City Mayor, and the following Aldermen were physically present at said location:

_____.

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Mayor announced that, in view of the need to provide funds for the enhancement of the City's water delivery system, the City Council would consider the adoption of an ordinance authorizing the borrowing of a loan payable solely from the revenue derived from the operation of the System or, in lieu thereof, payable from other revenue sources pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and directing the publication of a notice setting forth the determination of the City Council to borrow such funds.

Whereupon Alderman _____ presented and the City Clerk read by title an Ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed \$160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.

* * * * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended (the "*Code*"), and all laws amendatory thereof and supplementary thereto, including without limitation the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"); and

WHEREAS, the City has owned and operated a municipally-owned water supply system (the "*System*") under and pursuant to the provisions of Division 129 of Article 11 of the Code; and

WHEREAS, the Mayor and the City Council of the City (the "*City Council*") have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to enhance the System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and by constructing a new water supply line and connection to the DuPage Water Commission for a new source of water (collectively, the "*Project*"), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the City Council and

WHEREAS, the estimated costs of the Project, including, without limitation, legal, financial and other related banking fees and other expenses, does not exceed \$160,000,000, but the City does not currently have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, pursuant to Article 8 and Article 11 of the Code, the City is authorized to issue its water revenue bonds payable solely from the revenue derived from the operation of the System to pay the costs of the Project, subject to right of backdoor petition for referendum; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, whenever the City has been authorized under applicable law (as defined in the Debt Reform Act) to issue revenue bonds under the Code, the City may issue its general obligation alternate bonds (as defined in the Debt Reform Act) in lieu of such revenue bonds; and

WHEREAS, the Debt Reform Act defines a bond as any instrument evidencing the obligation to pay money authorized or issued by or on behalf of a governmental unit under applicable law, including without limitation, bonds, notes, installment or financing contracts, leases, certificates, tax anticipation warrants or notes, vouchers, and any other evidences of indebtedness; and

WHEREAS, the City has applied to the United States Environmental Protection Agency (the “EPA”) for a Water Infrastructure Finance and Innovation Act loan (the “*WIFIA Loan*”) to finance the costs of the Project; and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken, and, in order to finance the cost thereof, it will be necessary for the City to borrow from the EPA the WIFIA Loan in an aggregate amount not to exceed \$160,000,000 and (a) payable from the revenue derived from the operation of the System (a “*Revenue-Backed WIFIA Loan*”), or (b) in lieu thereof, payable from (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule “places for eating” sales tax imposed by the City and deposited into the City’s Water Fund (the “*Water Fund*”), and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, the “*Pledged Revenues*”),

as authorized to be borrowed at this time pursuant to the Debt Reform Act (an “*Alternate Revenue WIFIA Loan*”); and

WHEREAS, as provided in the Debt Reform Act, if the Pledged Revenues are insufficient to pay the principal and interest on the Alternate Revenue WIFIA Loan, ad valorem property taxes levied upon all taxable property in the City without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on the Alternate Revenue WIFIA Loan; and

WHEREAS, the costs of the Project are expected to be paid for from the proceeds of the Alternate Revenue WIFIA Loan which is authorized to be borrowed as an alternate bond pursuant to the Debt Reform Act, subject to the right of backdoor petition for referendum; and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Debt Reform Act, and in lieu of the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan, the City is authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan in an aggregate principal amount not to exceed \$160,000,000 for the purpose of providing funds to pay the costs of the Project; and

WHEREAS, before the City can borrow the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan for said purpose, Division 129 of Article 11 of the Code and Section 15 of the Debt Reform Act require that the City Council must first adopt an Ordinance authorizing the borrowing of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan for said purpose and directing that notice of such authorization be published as provided by law.

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. **Incorporation of Preambles.** The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. **Determination to Borrow the WIFIA Loan.** It is necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake the Project in accordance with the estimate of costs as hereinabove described, and that for such purpose the WIFIA Loan is hereby authorized to be borrowed from the EPA as a Revenue-Backed WIFIA Loan in an aggregate principal amount not to exceed \$160,000,000 or, in lieu thereof, as an Alternate Revenue WIFIA Loan in an aggregate principal amount not to exceed \$160,000,000. The borrowing of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan shall be subject to the right of backdoor petition for referendum as set forth herein and the adoption of an ordinance setting forth the terms for the borrowing thereof.

Section 3. **Publication.** This Ordinance, together with a notice in the statutory form as set forth herein in Section 4 (the “*Notice*”), shall be published at least once within ten (10) days after passage hereof by the City Council in the *Beacon-News*, the same being a newspaper of general circulation in the City, and if no petition, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City), asking that the question of the Project, as provided in this Ordinance, and the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan therefor be submitted to the electors of this City is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the City shall be authorized to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan shall be held on the 5th

day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

If no petition, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters), asking that the borrowing of the WIFIA Loan as an Alternate Revenue WIFIA Loan be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the City shall be authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

It is expressly provided that in the event there shall be filed with the City Clerk in a timely manner a petition, asking that the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan be submitted to a referendum, the WIFIA Loan shall not be authorized to be borrowed as an Alternate Revenue WIFIA Loan until such time as the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan shall have been submitted to the electors of the City and a majority of votes cast on such question shall have been in favor thereof.

Section 4. **Form of Notice**. The notice of the intention to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan shall be in substantially the following form:

**NOTICE OF INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO BORROW A WIFIA LOAN AS A \$160,000,000 REVENUE-BACKED WIFIA LOAN
OR, IN LIEU THEREOF, AS AN \$160,000,000 ALTERNATE REVENUE WIFIA LOAN
AND RIGHT TO FILE PETITION**

PUBLIC NOTICE is hereby given that pursuant to an Ordinance (the “*Ordinance*”) adopted on the 14th day of May, 2024 by the City Council (the “*City Council*”) of the United City of Yorkville, Kendall County, Illinois (the “*City*”), the City intends to borrow a Water Infrastructure Finance and Innovation Act loan (a “*WIFIA Loan*”) from the United States Environmental Protection Agency, payable solely from the revenue derived from the operation of the City’s water delivery system (the “*System*”), in an aggregate amount of not to exceed \$160,000,000 and bearing interest per annum at a rate not to exceed the maximum rate authorized by law at the time such WIFIA Loan is borrowed (a “*Revenue-Backed WIFIA Loan*”) or, in lieu thereof, a general obligation alternate revenue WIFIA Loan in an aggregate amount of not to exceed \$160,000,000 (the “*Alternate Revenue WIFIA Loan*”), for the purpose of providing funds for the enhancement of the City’s water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The revenue sources for the payment of an Alternate Revenue WIFIA Loan will be (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule “places for eating” sales tax imposed by the City and deposited into the City’s Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City’s Water Fund. If these revenue sources are insufficient to pay an Alternate Revenue WIFIA Loan, the City will also levy ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount to pay the principal of and interest on such Alternate Revenue WIFIA Loan. This notice is incorporated into the Ordinance.

Notice is hereby further given that a petition may be filed with the City Clerk (the “*City Clerk*”) within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City) asking that the question of the Project, as provided in the Ordinance, and the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan for the purpose hereinabove provided.

Notice is further hereby further given that a petition may be filed with the City Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less

than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters) asking that the borrowing of the WIFIA Loan as an Alternate Revenue WIFIA Loan be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan for the purpose hereinabove provided.

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

DATED this 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Section 5. **Additional Ordinances.** If no petition with respect to the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City Council may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan and prescribing all the details of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan, so long as the maximum amount of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan as set forth in this Ordinance is not exceeded and there is no material change in the Project described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan under applicable law.

Section 6. **Severability.** If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

(This space is intentionally blank)

Section 7. **Repealer and Effective Date.** All Ordinances and parts of Ordinances in conflict herewith be and the same are hereby repealed and that this Ordinance be in full force and effect forthwith upon its adoption.

ADOPTED by the City Council on the 14th day of May, 2024, pursuant to a roll call vote as follows:

DANIEL V. TRANSIER	_____	KEN KOCH	_____
MATT MAREK	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	SEAVER TARULIS	_____
CRAIG SOLING	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

CITY CLERK

Alderman _____ moved and Alderman _____ seconded the motion that said Ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon the motion to adopt said Ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____.

The following Aldermen voted NAY: _____.

Whereupon the Mayor declared the motion carried and said Ordinance adopted, and in open meeting approved and signed said Ordinance and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and that as such official I am the keeper of the records and files of the City and of the City Council thereof (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 14th day of May, 2024, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed \$160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City’s water delivery system,

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Public Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Acts and with all of the procedural rules of the City Council in the conduct of said meeting and in the adoption of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of May, 2024.

(SEAL)

City Clerk, United City of Yorkville, Kendall
County, Illinois

[Attach Agenda as Exhibit A]

STATE OF ILLINOIS)
) SS
 COUNTY OF KENDALL)

PETITION –REVENUE-BACKED WIFIA LOAN

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: “Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to borrow a Water Infrastructure Finance and Innovation Act loan (“*WIFIA Loan*”) from the United States Environmental Protection Agency in an aggregate amount not to exceed \$160,000,000 to provide funds for the enhancement of the City’s water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said WIFIA Loan to be the revenues of the City’s water delivery system?”; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois
_____	_____ ,	Yorkville,	Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said

petition registered voters of said City and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____ day of _____, 2024.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and as such official I do further certify that pursuant to an Ordinance entitled:

AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed \$160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City’s water delivery system,

duly adopted by the City Council of the City (the “City Council”) on the 14th day of May, 2024, notice of authorization of the City to borrow a Revenue-Backed WIFIA Loan in an aggregate amount not to exceed \$160,000,000 was published on the ___ day of _____, 2024, in the *Beacon-News*, the same being a newspaper of general circulation in the City, and was not posted electronically on the City’s World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to borrow said Revenue-Backed WIFIA Loan be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2024.

City Clerk

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____ day of _____, 2024.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and as such official I do further certify that pursuant to an Ordinance entitled:

AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed \$160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City’s water delivery system,

duly adopted by the City Council of the City (the “City Council”) on the 14th day of May, 2024, notice of authorization of the City to borrow an Alternate Revenue WIFIA Loan in an aggregate amount not to exceed \$160,000,000 was published on the ___ day of _____, 2024, in the *Beacon-News*, the same being a newspaper of general circulation in the City, and was not posted electronically on the City’s World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to borrow said Alternate Revenue WIFIA Loan be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2024.

City Clerk

ORDER calling a public hearing concerning the intent of the City Council of the United City of Yorkville, Kendall County, Illinois, to borrow a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed \$160,000,000 from the United States Environmental Protection Agency.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, the City Council of the City (the “*City Council*”) intends to borrow from the United States Environmental Protection Agency a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed \$160,000,000 (the “*WIFIA Loan*”) for the purpose of providing funds for the enhancement of the City’s water delivery system (the “*System*”), including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water; and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the City Council to hold a public hearing concerning the City Council’s intent to borrow the WIFIA Loan before adopting an ordinance providing for such borrowing and further requires that the governing body or the presiding officer of the governing body set the date, time, and location of such public hearing:

NOW, THEREFORE, Be It and It Is Hereby Ordered by the Mayor of the United City of Yorkville, Kendall County, Illinois, as follows:

1. **Public Hearing.** I hereby call a public hearing to be held at 7:00 o'clock P.M. on the 28th day of May, 2024, in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, concerning the City Council's intent to borrow the WIFIA Loan and to receive public comments regarding the proposal to borrow the WIFIA Loan (the "*Hearing*").

2. **Notice.** I hereby direct the City Clerk (the "*City Clerk*") to (i) publish notice of the Hearing at least once in the *Beacon-News*, the same being a newspaper of general circulation in the City, not less than seven (7) nor more than thirty (30) days before the date of the Hearing and (ii) post at least 48 hours before the Hearing a copy of said notice at the principal office of the City Council.

3. **Form of Notice.** Notice of the Hearing shall appear above the name of the City Clerk and shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO BORROW A WATER
INFRASTRUCTURE FINANCE AND INNOVATION ACT LOAN IN AN AGGREGATE PRINCIPAL
AMOUNT OF NOT TO EXCEED \$160,000,000 FROM THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**

PUBLIC NOTICE IS HEREBY GIVEN that the United City of Yorkville, Kendall County, Illinois (the “City”), will hold a public hearing on the 28th day of May, 2024, at 7:00 o’clock P.M. The hearing will be held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois. The purpose of the hearing will be to receive public comments on the proposal to borrow a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed \$160,000,000 from the United States Environmental Protection Agency for the purpose of providing funds for the enhancement of the City’s water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the City’s water delivery system, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The City allows remote attendance to the public hearing. Public comments on such proposal may be emailed to jbehland@yorkville.il.us. The City publishes a remote participation meeting link for every City meeting at <https://www.yorkville.il.us/520/Agendas-Minutes-Packets>. Each meeting generally has a phone number for audio call-in, or a video meeting link. Residents who attend the meeting via phone or computer through the methods above, may speak during the public hearing.

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

DATED the 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

4. **Hearing Requirements**. At the Hearing, the City Council shall explain the reasons for the proposed WIFIA Loan and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The City Council shall not adopt an ordinance approving the WIFIA Loan for a period of seven (7) days after the final adjournment of the Hearing.

ORDERED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

MAYOR



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" 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

Public Hearing #3

Tracking Number

Agenda Item Summary Memo

Title: Proposed Public Works/Parks Facility Bond – Authorizing Ordinance

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: CC – 5/14/24 Action Taken: Authorizing Ordinance adopted

Item Number: CC 2024-42

Type of Vote Required: _____

Council Action Requested: Informational

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: May 7, 2024
Subject: Ordinance Authorizing the Issuance of the 2024 Public Works/Park Facility Bonds

Summary

Approval of an ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2024, for the purposes of land acquisition and the construction of a new Public Works/Parks facility.

Background

This item was last discussed at the January 24, 2023 City Council meeting. At that meeting, a resolution was adopted for the purposes of reimbursing the City's (24) Buildings & Grounds Fund for the acquisition of a vacant lot (referred to as Lot 4) within the Yorkville Business Center in December 2022. The lot, acquired at a cost of approximately \$1.4 million, has been designated as the future site of a new Public Works and Parks facility. This resolution served two primary objectives: (1) it enabled the City to reimburse itself for any project-related expenses incurred within 60 days prior to the passage of the reimbursement resolution using future bond proceeds; and (2) it grants the City the flexibility to issue a bond at any time over the next 36 months (through December 2025), starting from the date of the land acquisition.

The next step in the issuance process would be the passage of the Authorizing Ordinance, which establishes the maximum amount of principal that could be issued, which is presently capped in the attached ordinance at \$40 million (Exhibit A). As shown in attached debt service schedule (Exhibit C), the bonds are currently shown to provide a total of \$40 million in proceeds (\$39.115 million in principal, plus a net premium of \$1,276,254, less issuance costs of \$391,254). However, Council always reserves the right to issue the bonds for less than that amount, should it choose to do so.

In addition to determining the maximum principal amount for the potential bond issue, the Authorizing Ordinance delineates the permissible projects for which the City can allocate the bond proceeds. To afford the City maximum flexibility, the parameters are comprehensive. They encompass a wide array of potential uses, including but not limited to land acquisition, construction of a new Public Works/Parks facility, and various other capital projects within the City.

Furthermore, the Authorizing Ordinance identifies the specific revenues pledged for the repayment of the proposed bond issue. As you may recall from prior Alternate Revenue Source (ARS) bond issuances, this revenue pledge is essentially a financial benchmark, created by the bond indenture (i.e., contract) or final bond ordinance. This revenue pledge mandates the City demonstrate the sufficiency of the revenues allocated to support debt service payments by meeting or surpassing the 125% threshold. The pledged revenues for the proposed 2024 Public Works/Parks facility bonds are income taxes and utility taxes (which are comprised of electric utility, natural gas, cable franchise and telecommunication taxes).

Assuming passage of the Authorizing Ordinance, the next step would be the publication of the Authorizing Ordinance and the statutory notice in the *Beacon News*. This notice would provide that, unless a petition, signed by not less than 7.5% of the registered voters of the City, is filed with the City Clerk within 30 days after such publication date, then the ARS bonds can be issued. If a sufficient amount of registered voters do sign and file the petition within the 30-day backdoor referendum period, then the issuance of the ARS bonds would have to be put up for referendum on the November 5, 2024 election. The 30-day challenge period for taxpayers to file a backdoor referendum would begin on the planned publication date of May 17th.

Pursuant to the Bond Issuance Notification Act (BINA), the Mayor would order a public hearing (Exhibit B), in order to establish the date and time for the public hearing on the proposed 2024 Public Works/Parks facility bonds, which is tentatively set for the May 24th City Council meeting. A public notice of the BINA hearing will be published in the *Beacon News* on May 17th. The City Council cannot adopt a bond ordinance providing for the issuance of the bonds until 7 days after the public hearing has been held.

Once the 30-day backdoor referendum period concludes (anticipated during the week of June 17th), the subsequent step in the process involves the Council's adoption of a final ordinance to authorize the debt issuance, thus finalizing the issuance process. The anticipated issuance of the proposed Public Works/Parks bonds can be carried out at any point prior to December 2025. This timing aligns with the determination of the new facility's size and scope, which is expected to be finalized throughout the Summer and Fall of 2024. Additionally, a preliminary debt service schedule (prepared by Speer Financial) has been appended, illustrating estimated annual debt service amounts hovering around \$2.72 million over a 25-year timeframe, which is the same timeframe outlined in the FY 25 Adopted Budget.

Recommendation

Staff recommends approval of the attached ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2024.

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, at 7 o'clock P.M., on the 14th day of May, 2024.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the City Mayor, and the following Aldermen were physically present at said location:

_____.

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Mayor announced that, in view of the need to provide funds for the acquisition of one or more parcels of land and the construction of a new public works facility on any portion thereof, and other capital infrastructure projects within the City, the City Council would consider the adoption of an ordinance authorizing the issuance of its general obligation alternate revenue bonds pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and directing the publication of a notice setting forth the determination of the City Council to issue such bonds.

Whereupon Alderman _____ presented and the City Clerk read by title an Ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE authorizing the issuance of general obligation alternate revenue bonds of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed \$40,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility on any portion thereof.

* * * * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended (the “*Code*”), and all laws amendatory thereof and supplementary thereto, including without limitation the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, the Mayor and the City Council of the City (the “*City Council*”) have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to acquire certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, construct a new public works facility thereon, and provide for certain other capital infrastructure projects within the City (collectively, the “*Project*”), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the City Council and

WHEREAS, the estimated costs of the Project, including, without limitation, legal, financial, bond discount, bond registrar, paying agent and other related banking fees, printing and publication costs and other expenses, does not exceed \$40,000,000, but the City does not currently have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, “Alternate Bonds” (as defined therein) may be issued whenever there exists a revenue source for the City; and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken, and, in order to finance the cost thereof, it will be necessary for the City to issue its general obligation alternate revenue bonds (the “*Alternate Bonds*”), which Alternate Bonds shall be in an aggregate amount not to exceed \$40,000,000 and be payable from (i) all collections distributed to the City pursuant to the State Revenue Sharing Act from those taxes imposed by the State of Illinois pursuant to subsections (a) and (c) of Section 201 of the Illinois Income Tax Act, as supplemented and amended from time to time, or substitute taxes thereof as provided by the State of Illinois in the future, (ii) the collections by the City of all natural gas and electric utility taxes imposed by the City pursuant to Section 8-11-2 of the Code or successor taxes thereto, (iii) all collections distributed to the City from the State of Illinois from those taxes imposed by the City pursuant to the its Simplified Municipal Telecommunications Tax, or any successor tax thereto, (iv) the collections by the City of all cable television franchise taxes imposed by the City pursuant to the Code or any successor taxes thereto, and (v) such other funds of the City as may be necessary and on hand from time to time and lawfully available for such purpose (collectively, the “*Pledged Revenues*”), as authorized to be issued at this time pursuant to the Debt Reform Act; and

WHEREAS, as provided in the Debt Reform Act, if the Pledged Revenues are insufficient to pay the principal and interest on the Alternate Bonds, ad valorem property taxes levied upon all taxable property in the City without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on the Alternate Bonds; and

WHEREAS, the costs of the Project are expected to be paid for from the proceeds of the Alternate Bonds which are authorized to be issued pursuant to the Debt Reform Act, subject to the right of backdoor petition for referendum; and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Debt Reform Act, the City is authorized to issue its Alternate Bonds in an aggregate principal amount not to exceed \$40,000,000 for the purpose of providing funds to pay the costs of the Project; and

WHEREAS, before the Alternate Bonds may be issued for said purpose, Section 15 of the Debt Reform Act requires that the City Council must first adopt an Ordinance authorizing the issuance of the Alternate Bonds for said purpose and directing that notice of such authorization be published as provided by law.

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. **Incorporation of Preambles**. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. **Determination to Issue Bonds**. It is necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake the Project in accordance with the estimate of costs as hereinabove described, and that for such purpose there are hereby authorized to be issued and sold by the City its Alternate Bonds in an aggregate principal amount not to exceed \$40,000,000 (the “*Bonds*”). The issuance of the Bonds shall be subject to the right of backdoor petition for referendum as set forth herein and the adoption of a bond ordinance setting forth the terms for the issuance and sale thereof.

Section 3. **Publication**. This Ordinance, together with a notice in the statutory form as set forth herein in Section 4 (the “*Notice*”), shall be published at least once in the *Beacon-News*,

the same being a newspaper of general circulation in the City, and if no petition, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters), asking that the issuance of the Bonds be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the Bonds shall be authorized to be issued. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to issue the Bonds shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

Section 4. **Form of Notice.** The notice of the intention to issue the Bonds shall be in substantially the following form:

**NOTICE OF INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO ISSUE \$40,000,000 ALTERNATE REVENUE BONDS
AND RIGHT TO FILE PETITION**

PUBLIC NOTICE is hereby given that pursuant to an Ordinance (the “*Ordinance*”) adopted on the 14th day of May, 2024 by the City Council (the “*City Council*”) of the United City of Yorkville, Kendall County, Illinois (the “*City*”), the City intends to issue its general obligation alternate revenue bonds in an aggregate amount of not to exceed \$40,000,000 (the “*Bonds*”), for the purpose of providing funds for (i) the acquisition of certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, (ii) the construction of a new public works facility thereon, and (iii) certain other capital infrastructure projects within the City.

The revenue sources for the payment of the Bonds will be (i) all collections distributed to the City pursuant to the State Revenue Sharing Act from those taxes imposed by the State of Illinois pursuant to subsections (a) and (c) of Section 201 of the Illinois Income Tax Act, as supplemented and amended from time to time, or substitute taxes thereof as provided by the State of Illinois in the future, (ii) the collections by the City of all natural gas and electric utility taxes imposed by the City pursuant to Section 8-11-2 of the Code or successor taxes thereto, (iii) all collections distributed to the City from the State of Illinois from those taxes imposed by the City pursuant to the its Simplified Municipal Telecommunications Tax, or any successor tax thereto, (iv) the collections by the City of all cable television franchise taxes imposed by the City pursuant to the Code or any successor taxes thereto, and (v) such other funds of the City as may be necessary and on hand from time to time and lawfully available for such purpose. If these revenue sources are insufficient to pay the Bonds, the City will also levy ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount to pay the principal of and interest on the Bonds. This notice is incorporated into the Ordinance.

Notice is hereby further given that a petition may be filed with the City Clerk (the “*City Clerk*”) within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters) asking that the issuance of the Bonds be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to issue the Bonds shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to issue the Bonds for the purpose hereinabove provided.

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

DATED this 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Note to Publisher: Please be certain that this notice appears over the name of the City Clerk.

Section 5. **Additional Ordinances.** If no petition with respect to the issuance of the Bonds and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City Council may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this Ordinance is not exceeded and there is no material change in the Project described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 6. **Severability.** If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

(This space is intentionally blank)

Section 7. **Repealer and Effective Date.** All Ordinances and parts of Ordinances in conflict herewith be and the same are hereby repealed and that this Ordinance be in full force and effect forthwith upon its adoption.

ADOPTED by the City Council on the 14th day of May, 2024, pursuant to a roll call vote as follows:

DANIEL V. TRANSIER	_____	KEN KOCH	_____
MATT MAREK	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	SEAVER TARULIS	_____
CRAIG SOLING	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

CITY CLERK

Alderman _____ moved and Alderman _____ seconded the motion that said Ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon the motion to adopt said Ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____.

The following Aldermen voted NAY: _____.

Whereupon the Mayor declared the motion carried and said Ordinance adopted, and in open meeting approved and signed said Ordinance and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and that as such official I am the keeper of the records and files of the City and of the City Council thereof (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 14th day of May, 2024, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE authorizing the issuance of general obligation alternate revenue bonds of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed \$40,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility on any portion thereof.

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Public Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Acts and with all of the procedural rules of the City Council in the conduct of said meeting and in the adoption of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of May, 2024.

(SEAL)

City Clerk, United City of Yorkville, Kendall
County, Illinois

[Attach Agenda as Exhibit A]

_____, Yorkville, Kendall County, Illinois
_____, Yorkville, Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____ day of _____, 2024.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and as such official I do further certify that pursuant to an Ordinance entitled:

AN ORDINANCE authorizing the issuance of general obligation alternate revenue bonds of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed \$40,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility on any portion thereof,

duly adopted by the City Council of the City (the “City Council”) on the 14th day of May, 2024, notice of authorization of the City to issue not to exceed \$40,000,000 Alternate Revenue Bonds was published on the ___ day of _____, 2024, in the *Beacon-News*, the same being a newspaper of general circulation in the City, and was not posted electronically on the City’s World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to issue said bonds be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2024.

City Clerk

ORDER calling a public hearing concerning the intent of the City Council of the United City of Yorkville, Kendall County, Illinois, to sell not to exceed \$40,000,000 General Obligation Alternate Revenue Bonds.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, the City Council of the City (the “*City Council*”) intends to sell bonds in the amount of not to exceed \$40,000,000 (the “*Bonds*”) for the purpose of providing funds for the acquisition of certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, the construction of a new public works facility thereon, and to provide for certain other capital infrastructure projects within the City; and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the City Council to hold a public hearing concerning the City Council’s intent to sell the Bonds before adopting an ordinance providing for the sale of the Bonds and further requires that the governing body or the presiding officer of the governing body set the date, time, and location of such public hearing:

NOW, THEREFORE, Be It and It Is Hereby Ordered by the Mayor of the United City of Yorkville, Kendall County, Illinois, as follows:

1. **Public Hearing**. I hereby call a public hearing to be held at 7:00 o’clock P.M. on the 28th day of May, 2024, in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, concerning

the City Council's intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the "*Hearing*").

2. **Notice.** I hereby direct the City Clerk (the "*City Clerk*") to (i) publish notice of the Hearing at least once in the *Beacon-News*, the same being a newspaper of general circulation in the City, not less than seven (7) nor more than thirty (30) days before the date of the Hearing and (ii) post at least 48 hours before the Hearing a copy of said notice at the principal office of the City Council.

3. **Form of Notice.** Notice of the Hearing shall appear above the name of the City Clerk and shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO SELL
NOT TO EXCEED \$40,000,000,000 GENERAL OBLIGATION
ALTERNATE REVENUE BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that the United City of Yorkville, Kendall County, Illinois (the “City”), will hold a public hearing on the 28th day of May, 2024, at 7:00 o’clock P.M. The hearing will be held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell general obligation alternate revenue bonds of the City in the amount of not to exceed \$40,000,000 for the purpose of providing funds for the acquisition of certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, the construction of a new public works facility thereon, and to provide for certain other capital infrastructure projects within the City.

The City allows remote attendance to the public hearing. Public comments on such proposal may be emailed to jbehland@yorkville.il.us. The City publishes a remote participation meeting link for every City meeting at <https://www.yorkville.il.us/520/Agendas-Minutes-Packets>. Each meeting generally has a phone number for audio call-in, or a video meeting link. Residents who attend the meeting via phone or computer through the methods above, may speak during the public hearing.

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

DATED the 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Note to Publisher: Please be certain that this notice appears above the name of the City Clerk.

4. **Hearing Requirements**. At the Hearing, the City Council shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The City Council shall not adopt an ordinance selling the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

ORDERED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
the 14th day of May, 2024.

MAYOR

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

\$40M / 25 Year / Preliminary

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Preliminary, As of May 7, 2024

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

\$40M / 25 Year / Preliminary

Sources & Uses

Dated 08/21/2024 | Delivered 08/21/2024

Sources Of Funds

Par Amount of Bonds	\$39,115,000.00
Reoffering Premium	1,589,174.20
Total Sources	\$40,704,174.20

Uses Of Funds

Total Underwriter's Discount (0.800%)	312,920.00
Costs of Issuance	391,150.00
Deposit to Project Construction Fund	40,000,000.00
Rounding Amount	104.20
Total Uses	\$40,704,174.20

Preliminary, As of May 7, 2024

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

\$40M / 25 Year / Preliminary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/21/2024	-	-	-	-	-
06/30/2025	-	-	1,514,336.04	1,514,336.04	-
12/30/2025	320,000.00	5.000%	882,137.50	1,202,137.50	2,716,473.54
06/30/2026	-	-	874,137.50	874,137.50	-
12/30/2026	970,000.00	5.000%	874,137.50	1,844,137.50	2,718,275.00
06/30/2027	-	-	849,887.50	849,887.50	-
12/30/2027	1,015,000.00	5.000%	849,887.50	1,864,887.50	2,714,775.00
06/30/2028	-	-	824,512.50	824,512.50	-
12/30/2028	1,070,000.00	5.000%	824,512.50	1,894,512.50	2,719,025.00
06/30/2029	-	-	797,762.50	797,762.50	-
12/30/2029	1,120,000.00	5.000%	797,762.50	1,917,762.50	2,715,525.00
06/30/2030	-	-	769,762.50	769,762.50	-
12/30/2030	1,175,000.00	5.000%	769,762.50	1,944,762.50	2,714,525.00
06/30/2031	-	-	740,387.50	740,387.50	-
12/30/2031	1,235,000.00	5.000%	740,387.50	1,975,387.50	2,715,775.00
06/30/2032	-	-	709,512.50	709,512.50	-
12/30/2032	1,300,000.00	5.000%	709,512.50	2,009,512.50	2,719,025.00
06/30/2033	-	-	677,012.50	677,012.50	-
12/30/2033	1,365,000.00	5.000%	677,012.50	2,042,012.50	2,719,025.00
06/30/2034	-	-	642,887.50	642,887.50	-
12/30/2034	1,430,000.00	5.000%	642,887.50	2,072,887.50	2,715,775.00
06/30/2035	-	-	607,137.50	607,137.50	-
12/30/2035	1,505,000.00	5.000%	607,137.50	2,112,137.50	2,719,275.00
06/30/2036	-	-	569,512.50	569,512.50	-
12/30/2036	1,580,000.00	5.000%	569,512.50	2,149,512.50	2,719,025.00
06/30/2037	-	-	530,012.50	530,012.50	-
12/30/2037	1,655,000.00	4.000%	530,012.50	2,185,012.50	2,715,025.00
06/30/2038	-	-	496,912.50	496,912.50	-
12/30/2038	1,725,000.00	4.000%	496,912.50	2,221,912.50	2,718,825.00
06/30/2039	-	-	462,412.50	462,412.50	-
12/30/2039	1,790,000.00	4.000%	462,412.50	2,252,412.50	2,714,825.00
06/30/2040	-	-	426,612.50	426,612.50	-
12/30/2040	1,865,000.00	4.000%	426,612.50	2,291,612.50	2,718,225.00
06/30/2041	-	-	389,312.50	389,312.50	-
12/30/2041	1,935,000.00	4.000%	389,312.50	2,324,312.50	2,713,625.00
06/30/2042	-	-	350,612.50	350,612.50	-
12/30/2042	2,015,000.00	4.250%	350,612.50	2,365,612.50	2,716,225.00
06/30/2043	-	-	307,793.75	307,793.75	-
12/30/2043	2,100,000.00	4.250%	307,793.75	2,407,793.75	2,715,587.50
06/30/2044	-	-	263,168.75	263,168.75	-
12/30/2044	2,190,000.00	4.250%	263,168.75	2,453,168.75	2,716,337.50
06/30/2045	-	-	216,631.25	216,631.25	-
12/30/2045	2,285,000.00	4.250%	216,631.25	2,501,631.25	2,718,262.50
06/30/2046	-	-	168,075.00	168,075.00	-
12/30/2046	2,380,000.00	4.500%	168,075.00	2,548,075.00	2,716,150.00
06/30/2047	-	-	114,525.00	114,525.00	-
12/30/2047	2,490,000.00	4.500%	114,525.00	2,604,525.00	2,719,050.00
06/30/2048	-	-	58,500.00	58,500.00	-
12/30/2048	2,600,000.00	4.500%	58,500.00	2,658,500.00	2,717,000.00
Total	\$39,115,000.00	-	\$26,090,636.04	\$65,205,636.04	-

Yield Statistics

Bond Year Dollars	\$592,631.21
Average Life	15.151 Years
Average Coupon	4.4025079%
Net Interest Cost (NIC)	4.1871541%
True Interest Cost (TIC)	4.1097382%
Bond Yield for Arbitrage Purposes	4.0234913%
All Inclusive Cost (AIC)	4.2018493%

IRS Form 8038

Net Interest Cost	4.0343215%
Weighted Average Maturity	14.920 Years

2024 Bonds PRLM 25 Year 4 | SINGLE PURPOSE | 5/ 7/2024 | 7:05 PM

Preliminary, As of May 7, 2024

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

\$40M / 25 Year / Preliminary

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
12/30/2024	-	-	-	-	-
12/30/2025	320,000.00	5.000%	2,396,473.54	2,716,473.54	2,716,473.54
12/30/2026	970,000.00	5.000%	1,748,275.00	2,718,275.00	2,718,275.00
12/30/2027	1,015,000.00	5.000%	1,699,775.00	2,714,775.00	2,714,775.00
12/30/2028	1,070,000.00	5.000%	1,649,025.00	2,719,025.00	2,719,025.00
12/30/2029	1,120,000.00	5.000%	1,595,525.00	2,715,525.00	2,715,525.00
12/30/2030	1,175,000.00	5.000%	1,539,525.00	2,714,525.00	2,714,525.00
12/30/2031	1,235,000.00	5.000%	1,480,775.00	2,715,775.00	2,715,775.00
12/30/2032	1,300,000.00	5.000%	1,419,025.00	2,719,025.00	2,719,025.00
12/30/2033	1,365,000.00	5.000%	1,354,025.00	2,719,025.00	2,719,025.00
12/30/2034	1,430,000.00	5.000%	1,285,775.00	2,715,775.00	2,715,775.00
12/30/2035	1,505,000.00	5.000%	1,214,275.00	2,719,275.00	2,719,275.00
12/30/2036	1,580,000.00	5.000%	1,139,025.00	2,719,025.00	2,719,025.00
12/30/2037	1,655,000.00	4.000%	1,060,025.00	2,715,025.00	2,715,025.00
12/30/2038	1,725,000.00	4.000%	993,825.00	2,718,825.00	2,718,825.00
12/30/2039	1,790,000.00	4.000%	924,825.00	2,714,825.00	2,714,825.00
12/30/2040	1,865,000.00	4.000%	853,225.00	2,718,225.00	2,718,225.00
12/30/2041	1,935,000.00	4.000%	778,625.00	2,713,625.00	2,713,625.00
12/30/2042	2,015,000.00	4.250%	701,225.00	2,716,225.00	2,716,225.00
12/30/2043	2,100,000.00	4.250%	615,587.50	2,715,587.50	2,715,587.50
12/30/2044	2,190,000.00	4.250%	526,337.50	2,716,337.50	2,716,337.50
12/30/2045	2,285,000.00	4.250%	433,262.50	2,718,262.50	2,718,262.50
12/30/2046	2,380,000.00	4.500%	336,150.00	2,716,150.00	2,716,150.00
12/30/2047	2,490,000.00	4.500%	229,050.00	2,719,050.00	2,719,050.00
12/30/2048	2,600,000.00	4.500%	117,000.00	2,717,000.00	2,717,000.00
Total	\$39,115,000.00	-	\$26,090,636.04	\$65,205,636.04	\$65,205,636.04

Preliminary, As of May 7, 2024

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

\$40M / 25 Year / Preliminary

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
12/30/2025	Serial Coupon	5.000%	3.500%	320,000.00	101.968%	-	-	-	326,297.60
12/30/2026	Serial Coupon	5.000%	3.350%	970,000.00	103.707%	-	-	-	1,005,957.90
12/30/2027	Serial Coupon	5.000%	3.400%	1,015,000.00	105.033%	-	-	-	1,066,084.95
12/30/2028	Serial Coupon	5.000%	3.350%	1,070,000.00	106.635%	-	-	-	1,140,994.50
12/30/2029	Serial Coupon	5.000%	3.200%	1,120,000.00	108.795%	-	-	-	1,218,504.00
12/30/2030	Serial Coupon	5.000%	3.200%	1,175,000.00	110.277%	-	-	-	1,295,754.75
12/30/2031	Serial Coupon	5.000%	3.200%	1,235,000.00	111.714%	-	-	-	1,379,667.90
12/30/2032	Serial Coupon	5.000%	3.200%	1,300,000.00	113.105%	-	-	-	1,470,365.00
12/30/2033	Serial Coupon	5.000%	3.200%	1,365,000.00	114.453%	-	-	-	1,562,283.45
12/30/2034	Serial Coupon	5.000%	3.250%	1,430,000.00	114.019%	c 3.384%	12/30/2033	100.000%	1,630,471.70
12/30/2035	Serial Coupon	5.000%	3.300%	1,505,000.00	113.587%	c 3.537%	12/30/2033	100.000%	1,709,484.35
12/30/2036	Serial Coupon	5.000%	3.400%	1,580,000.00	112.729%	c 3.706%	12/30/2033	100.000%	1,781,118.20
12/30/2037	Serial Coupon	4.000%	3.750%	1,655,000.00	101.954%	c 3.812%	12/30/2033	100.000%	1,687,338.70
12/30/2038	Serial Coupon	4.000%	3.850%	1,725,000.00	101.165%	c 3.893%	12/30/2033	100.000%	1,745,096.25
12/30/2039	Serial Coupon	4.000%	3.950%	1,790,000.00	100.384%	c 3.966%	12/30/2033	100.000%	1,796,873.60
12/30/2040	Serial Coupon	4.000%	4.050%	1,865,000.00	99.402%	-	-	-	1,853,847.30
12/30/2041	Serial Coupon	4.000%	4.100%	1,935,000.00	98.762%	-	-	-	1,911,044.70
12/30/2042	Serial Coupon	4.250%	4.150%	2,015,000.00	100.764%	c 4.190%	12/30/2033	100.000%	2,030,394.60
12/30/2043	Serial Coupon	4.250%	4.200%	2,100,000.00	100.379%	c 4.221%	12/30/2033	100.000%	2,107,959.00
12/30/2044	Serial Coupon	4.250%	4.250%	2,190,000.00	100.000%	-	-	-	2,190,000.00
12/30/2045	Serial Coupon	4.250%	4.300%	2,285,000.00	99.301%	-	-	-	2,269,027.85
12/30/2046	Serial Coupon	4.500%	4.350%	2,380,000.00	101.138%	c 4.419%	12/30/2033	100.000%	2,407,084.40
12/30/2047	Serial Coupon	4.500%	4.400%	2,490,000.00	100.755%	c 4.447%	12/30/2033	100.000%	2,508,799.50
12/30/2048	Serial Coupon	4.500%	4.450%	2,600,000.00	100.374%	c 4.474%	12/30/2033	100.000%	2,609,724.00
Total	-	-	-	\$39,115,000.00	-	-	-	-	\$40,704,174.20

Bid Information

Par Amount of Bonds	\$39,115,000.00
Reoffering Premium or (Discount)	1,589,174.20
Gross Production	\$40,704,174.20
Total Underwriter's Discount (0.800%)	\$(312,920.00)
Bid (103.263%)	40,391,254.20
Total Purchase Price	\$40,391,254.20
Bond Year Dollars	\$592,631.21
Average Life	15.151 Years
Average Coupon	4.4025079%
Net Interest Cost (NIC)	4.1871541%
True Interest Cost (TIC)	4.1097382%

2024 Bonds PRLM 25 Year 4 | SINGLE PURPOSE | 5/ 7/2024 | 7:05 PM

Preliminary, As of May 7, 2024

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

\$40M / 25 Year / Preliminary

Proof of D/S for Arbitrage Purposes

Date	Principal	Interest	Total
08/21/2024	-	-	-
06/30/2025	-	1,514,336.04	1,514,336.04
12/30/2025	320,000.00	882,137.50	1,202,137.50
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12/30/2026	970,000.00	874,137.50	1,844,137.50
06/30/2027	-	849,887.50	849,887.50
12/30/2027	1,015,000.00	849,887.50	1,864,887.50
06/30/2028	-	824,512.50	824,512.50
12/30/2028	1,070,000.00	824,512.50	1,894,512.50
06/30/2029	-	797,762.50	797,762.50
12/30/2029	1,120,000.00	797,762.50	1,917,762.50
06/30/2030	-	769,762.50	769,762.50
12/30/2030	1,175,000.00	769,762.50	1,944,762.50
06/30/2031	-	740,387.50	740,387.50
12/30/2031	1,235,000.00	740,387.50	1,975,387.50
06/30/2032	-	709,512.50	709,512.50
12/30/2032	1,300,000.00	709,512.50	2,009,512.50
06/30/2033	-	677,012.50	677,012.50
12/30/2033	5,880,000.00	677,012.50	6,557,012.50
06/30/2034	-	530,012.50	530,012.50
12/30/2034	-	530,012.50	530,012.50
06/30/2035	-	530,012.50	530,012.50
12/30/2035	-	530,012.50	530,012.50
06/30/2036	-	530,012.50	530,012.50
12/30/2036	-	530,012.50	530,012.50
06/30/2037	-	530,012.50	530,012.50
12/30/2037	1,655,000.00	530,012.50	2,185,012.50
06/30/2038	-	496,912.50	496,912.50
12/30/2038	1,725,000.00	496,912.50	2,221,912.50
06/30/2039	-	462,412.50	462,412.50
12/30/2039	1,790,000.00	462,412.50	2,252,412.50
06/30/2040	-	426,612.50	426,612.50
12/30/2040	1,865,000.00	426,612.50	2,291,612.50
06/30/2041	-	389,312.50	389,312.50
12/30/2041	1,935,000.00	389,312.50	2,324,312.50
06/30/2042	-	350,612.50	350,612.50
12/30/2042	2,015,000.00	350,612.50	2,365,612.50
06/30/2043	-	307,793.75	307,793.75
12/30/2043	2,100,000.00	307,793.75	2,407,793.75
06/30/2044	-	263,168.75	263,168.75
12/30/2044	2,190,000.00	263,168.75	2,453,168.75
06/30/2045	-	216,631.25	216,631.25
12/30/2045	2,285,000.00	216,631.25	2,501,631.25
06/30/2046	-	168,075.00	168,075.00
12/30/2046	2,380,000.00	168,075.00	2,548,075.00
06/30/2047	-	114,525.00	114,525.00
12/30/2047	2,490,000.00	114,525.00	2,604,525.00
06/30/2048	-	58,500.00	58,500.00
12/30/2048	2,600,000.00	58,500.00	2,658,500.00
Total	\$39,115,000.00	\$25,631,636.04	\$64,746,636.04

2024 Bonds PRLM 25 Year 4 | SINGLE PURPOSE | 5/ 7/2024 | 7:05 PM

Preliminary, As of May 7, 2024

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

\$40M / 25 Year / Preliminary

Proof of Bond Yield @ 4.0234913%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
08/21/2024	-	1.000000x	-	-
06/30/2025	1,514,336.04	0.9663858x	1,463,432.80	1,463,432.80
12/30/2025	1,202,137.50	0.9473279x	1,138,818.44	2,602,251.24
06/30/2026	874,137.50	0.9286459x	811,764.24	3,414,015.48
12/30/2026	1,844,137.50	0.9103324x	1,678,778.07	5,092,793.55
06/30/2027	849,887.50	0.8923800x	758,422.57	5,851,216.12
12/30/2027	1,864,887.50	0.8747816x	1,631,369.23	7,482,585.35
06/30/2028	824,512.50	0.8575303x	707,044.41	8,189,629.76
12/30/2028	1,894,512.50	0.8406191x	1,592,563.45	9,782,193.21
06/30/2029	797,762.50	0.8240415x	657,389.42	10,439,582.63
12/30/2029	1,917,762.50	0.8077908x	1,549,150.93	11,988,733.57
06/30/2030	769,762.50	0.7918606x	609,544.59	12,598,278.16
12/30/2030	1,944,762.50	0.7762445x	1,509,611.25	14,107,889.41
06/30/2031	740,387.50	0.7609364x	563,387.82	14,671,277.23
12/30/2031	1,975,387.50	0.7459302x	1,473,501.20	16,144,778.43
06/30/2032	709,512.50	0.7312199x	518,809.67	16,663,588.10
12/30/2032	2,009,512.50	0.7167997x	1,440,418.02	18,104,006.13
06/30/2033	677,012.50	0.7026639x	475,712.26	18,579,718.39
12/30/2033	6,557,012.50	0.6888069x	4,516,515.32	23,096,233.71
06/30/2034	530,012.50	0.6752231x	357,876.69	23,454,110.40
12/30/2034	530,012.50	0.6619072x	350,819.10	23,804,929.50
06/30/2035	530,012.50	0.6488539x	343,900.69	24,148,830.19
12/30/2035	530,012.50	0.6360581x	337,118.72	24,485,948.91
06/30/2036	530,012.50	0.6235145x	330,470.50	24,816,419.41
12/30/2036	530,012.50	0.6112184x	323,953.38	25,140,372.78
06/30/2037	530,012.50	0.5991647x	317,564.78	25,457,937.57
12/30/2037	2,185,012.50	0.5873487x	1,283,364.34	26,741,301.91
06/30/2038	496,912.50	0.5757658x	286,105.22	27,027,407.13
12/30/2038	2,221,912.50	0.5644113x	1,254,072.47	28,281,479.60
06/30/2039	462,412.50	0.5532807x	255,843.90	28,537,323.50
12/30/2039	2,252,412.50	0.5423696x	1,221,640.02	29,758,963.53
06/30/2040	426,612.50	0.5316737x	226,818.63	29,985,782.15
12/30/2040	2,291,612.50	0.5211887x	1,194,362.47	31,180,144.62
06/30/2041	389,312.50	0.5109105x	198,903.82	31,379,048.45
12/30/2041	2,324,312.50	0.5008349x	1,164,096.88	32,543,145.33
06/30/2042	350,612.50	0.4909581x	172,136.05	32,715,281.37
12/30/2042	2,365,612.50	0.4812760x	1,138,512.63	33,853,794.01
06/30/2043	307,793.75	0.4717849x	145,212.45	33,999,006.46
12/30/2043	2,407,793.75	0.4624810x	1,113,558.85	35,112,565.31
06/30/2044	263,168.75	0.4533605x	119,310.32	35,231,875.63
12/30/2044	2,453,168.75	0.4444199x	1,090,237.09	36,322,112.72
06/30/2045	216,631.25	0.4356557x	94,376.63	36,416,489.35
12/30/2045	2,501,631.25	0.4270642x	1,068,357.16	37,484,846.51
06/30/2046	168,075.00	0.4186422x	70,363.29	37,555,209.80
12/30/2046	2,548,075.00	0.4103863x	1,045,694.97	38,600,904.77
06/30/2047	114,525.00	0.4022931x	46,072.62	38,646,977.39
12/30/2047	2,604,525.00	0.3943596x	1,027,119.52	39,674,096.92
06/30/2048	58,500.00	0.3865826x	22,615.08	39,696,712.00
12/30/2048	2,658,500.00	0.3789589x	1,007,462.20	40,704,174.20
Total	\$64,746,636.04	-	\$40,704,174.20	-

Derivation Of Target Amount

Par Amount of Bonds	\$39,115,000.00
Reoffering Premium or (Discount)	1,589,174.20
Original Issue Proceeds	\$40,704,174.20

2024 Bonds PRLM 25 Year 4 | SINGLE PURPOSE | 5/ 7/2024 | 7:05 PM

Preliminary, As of May 7, 2024

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

\$40M / 25 Year / Preliminary

Detail Costs Of Issuance

Dated 08/21/2024 | Delivered 08/21/2024

COSTS OF ISSUANCE DETAIL



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 – May 28, 2024

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:

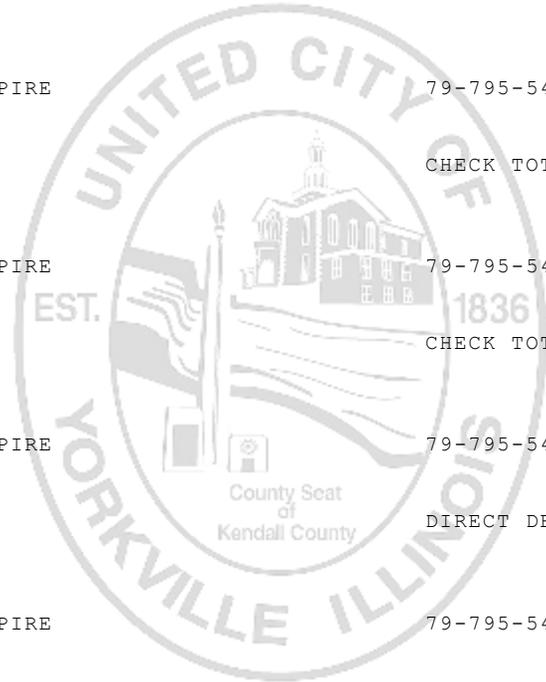
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UNITED CITY OF YORKVILLE
 CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/17/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003438	CULLENT TREVOR CULLEN						
	04/28-04/30	05/08/24	01	UMPIRE	79-795-54-00-5462		45.00
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
540531	HUMBERSC CARTER HUMBERS						
	04/28-04/30	05/08/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
540532	KOCURJ JAXSON KOCUR						
	04/28-04/30	05/08/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
D003439	MATSONA AIDAN MATSON						
	04/28-04/30	05/08/24	01	UMPIRE	79-795-54-00-5462		45.00
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D003440	MEIERJ JACKSON MEIER						
	04/28-04/30	05/08/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						DIRECT DEPOSIT TOTAL:	35.00
D003441	OLEARYM MARTIN J. O'LEARY						



- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

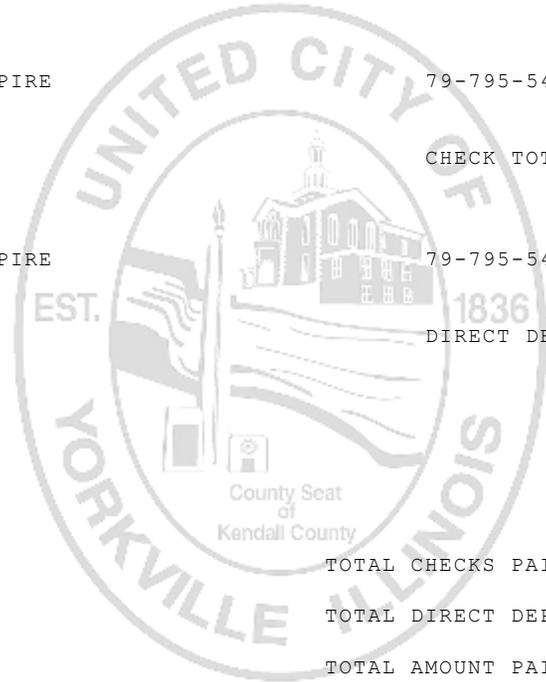
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UNITED CITY OF YORKVILLE
 CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/17/2024

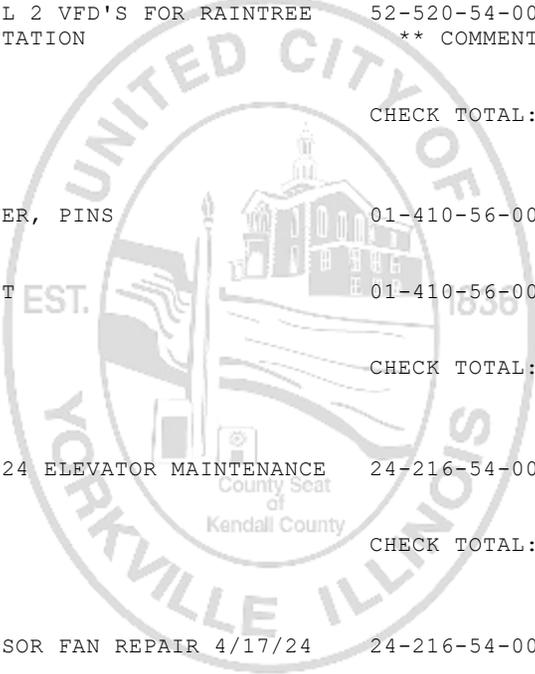
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D003441	OLEARYM	MARTIN J. O'LEARY						
	04/28-04/30		05/08/24	01	UMPRE	79-795-54-00-5462		100.00
								INVOICE TOTAL: 100.00 *
								DIRECT DEPOSIT TOTAL: 100.00
540533	PAETZOLS	SAM PAETZOLD						
	04/28-04/30		05/08/24	01	UMPIRE	79-795-54-00-5462		80.00
								INVOICE TOTAL: 80.00 *
								CHECK TOTAL: 80.00
D003442	PIATKOWD	DAVID PIATKOWSKI						
	04/28-04/30		05/08/24	01	UMPIRE	79-795-54-00-5462		120.00
								INVOICE TOTAL: 120.00 *
								DIRECT DEPOSIT TOTAL: 120.00
								TOTAL CHECKS PAID: 150.00
								TOTAL DIRECT DEPOSITS PAID: 345.00
								TOTAL AMOUNT PAID: 495.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/28/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540562	AACVB	AURORA AREA CONVENTION						
	04/24-ALL	05/08/24	01	APR 2024 ALL SEASON HOTEL TAX	01-640-54-00-5481		52.02	
						INVOICE TOTAL:	52.02 *	
					CHECK TOTAL:		52.02	
540563	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS						
	23-4282	01/02/24	01	INSTALL 2 VFD'S FOR RAINTREE	52-520-54-00-5444		13,395.00	
			02	LIFT STATION	** COMMENT **			
						INVOICE TOTAL:	13,395.00 *	
					CHECK TOTAL:		13,395.00	
540564	ALTORFER	ALTORFER INDUSTRIES, INC						
	P53C0194328	04/24/24	01	RETAINER, PINS	01-410-56-00-5628		189.20	
						INVOICE TOTAL:	189.20 *	
	P6AC0098854	04/17/24	01	COOLANT	01-410-56-00-5628		192.01	
						INVOICE TOTAL:	192.01 *	
					CHECK TOTAL:		381.21	
540565	AMEHOIST	AMERICAN HOIST & MANLIFT, INC						
	29597	05/08/24	01	APR 2024 ELEVATOR MAINTENANCE	24-216-54-00-5446		165.00	
						INVOICE TOTAL:	165.00 *	
					CHECK TOTAL:		165.00	
540566	ARTLIP	ARTLIP & SONS, INC.						
	211011	05/06/24	01	CONDENSOR FAN REPAIR 4/17/24	24-216-54-00-5446		1,421.69	
						INVOICE TOTAL:	1,421.69 *	



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

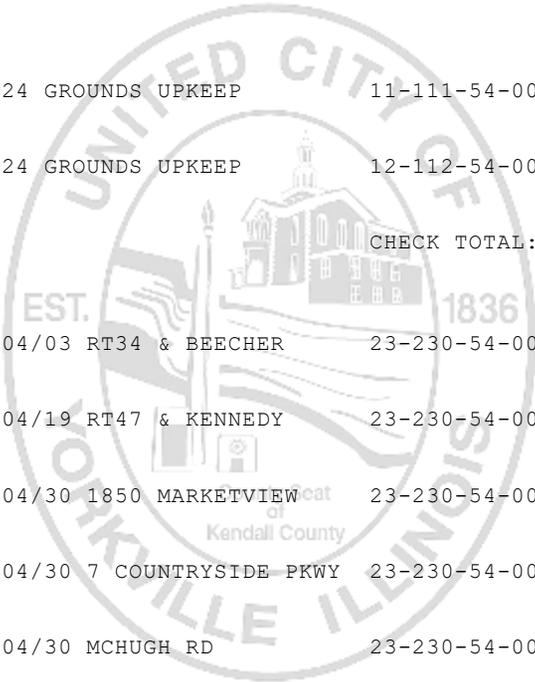
INVOICES DUE ON/BEFORE 05/28/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540566	ARTLIP ARTLIP & SONS, INC.						
	211181	05/06/24	01	VAV SYSTEM SERVICE ON 4/25/24	24-216-54-00-5446		240.00
						INVOICE TOTAL:	240.00 *
						CHECK TOTAL:	1,661.69
540567	ATT AT&T						
	6305536805-0424	04/25/24	01	03/26-04/25 RIVERFRONT PARK	79-795-54-00-5440		123.85
						INVOICE TOTAL:	123.85 *
						CHECK TOTAL:	123.85
540568	COMED COMMONWEALTH EDISON						
	1709169000-0424	05/02/24	01	04/03-05/02 RT34 & AUTUMN CRK	23-230-54-00-5482		253.57
						INVOICE TOTAL:	253.57 *
	2536492222-0224	05/06/24	01	04/03-05/02 46 SARAVANOS PUMP	52-520-54-00-5480		266.77
						INVOICE TOTAL:	266.77 *
	3260462000-0424	05/01/24	01	04/02-05/01 RT47 & RIVER	23-230-54-00-5482		325.60
						INVOICE TOTAL:	325.60 *
	38525340000-0424	04/29/24	01	03/29-04/29 RT126 & SCHLHS	23-230-54-00-5482		113.93
						INVOICE TOTAL:	113.93 *
	3897838000-0424	05/03/24	01	04/02-05/01 609 N BRIDGE	01-110-54-00-5480		25.87
						INVOICE TOTAL:	25.87 *
	5946707000-0424	05/09/24	01	04/02-05/01 PR BUILDINGS	79-795-54-00-5480		661.65
						INVOICE TOTAL:	661.65 *
	8273737000-0424	05/01/24	01	04/04-05/01 102 E VAN EMMON	01-110-54-00-5480		264.28
						INVOICE TOTAL:	264.28 *
						CHECK TOTAL:	1,911.67

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/28/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540569	COREMAIN	CORE & MAIN LP					
	U785744	04/26/24	01	METER WIRE	51-510-56-00-5664		465.91
						INVOICE TOTAL:	465.91 *
	U798974	04/30/24	01	METER WIRE	51-510-56-00-5664		220.00
						INVOICE TOTAL:	220.00 *
					CHECK TOTAL:		685.91
540570	COXLAND	COX LANDSCAPING LLC					
	192397	05/01/24	01	APR 2024 GROUNDS UPKEEP	11-111-54-00-5495		1,058.00
						INVOICE TOTAL:	1,058.00 *
	192398	05/01/24	01	APR 2024 GROUNDS UPKEEP	12-112-54-00-5495		2,375.00
						INVOICE TOTAL:	2,375.00 *
					CHECK TOTAL:		3,433.00
540571	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704706-241210054256	04/30/24	01	03/07-04/03 RT34 & BEECHER	23-230-54-00-5482		100.12
						INVOICE TOTAL:	100.12 *
	1704707-241210054256	04/30/24	01	03/21-04/19 RT47 & KENNEDY	23-230-54-00-5482		1,526.38
						INVOICE TOTAL:	1,526.38 *
	1704708-241290054317	05/08/24	01	04/02-04/30 1850 MARKETVIEW	23-230-54-00-5482		78.55
						INVOICE TOTAL:	78.55 *
	1704709-241290054317	05/08/24	01	04/02-04/30 7 COUNTRYSIDE PKWY	23-230-54-00-5482		135.60
						INVOICE TOTAL:	135.60 *
	1704714-241290054317	05/08/24	01	04/02-04/30 MCHUGH RD	23-230-54-00-5482		83.73
						INVOICE TOTAL:	83.73 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

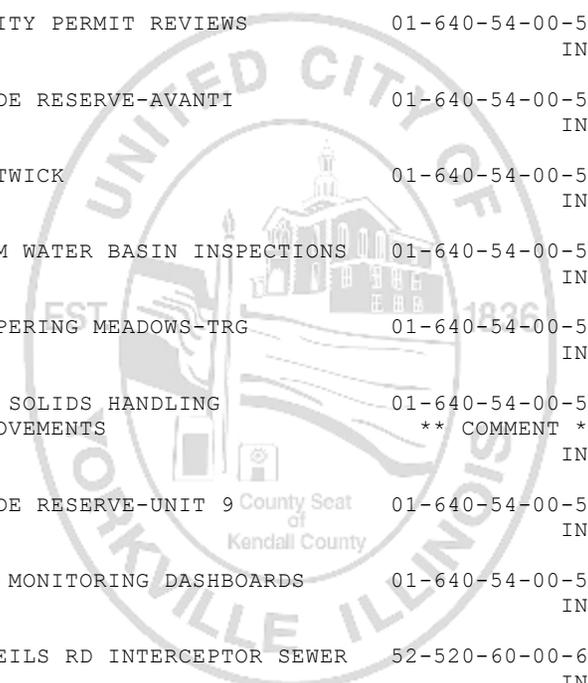
INVOICES DUE ON/BEFORE 05/28/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540571	DIRENRGY	DIRECT ENERGY BUSINESS						
	1704715-241200054246	04/29/24	01	03/21-04/19 998 WHITE PLAINS	23-230-54-00-5482		9.52	
						INVOICE TOTAL:	9.52 *	
	1704716-241290054317	05/08/24	01	04/02-05/01 1 COUNTRYSIDE PKWY	23-230-54-00-5482		175.53	
						INVOICE TOTAL:	175.53 *	
	1704724-241220054267	05/01/24	01	03/27-04/18 3299 LEHMAN CR	51-510-54-00-5480		6,507.95	
						INVOICE TOTAL:	6,507.95 *	
						CHECK TOTAL:	8,617.38	
540572	DYNEGY	DYNEGY ENERGY SERVICES						
	386643524041	05/02/24	01	03/05-04/01 420 FAIRHAVEN	52-520-54-00-5480		131.79	
			02	03/06-04/02 6780 RT47	51-510-54-00-5480		175.56	
			03	04/01-04/29 456 KENNEDY	51-510-54-00-5480		104.00	
			04	03/18-04/15 4600 BRIDGE	51-510-54-00-5480		101.53	
			05	03/29-04/08 1107 PRAIRIE CR	52-520-54-00-5480		173.96	
			06	04/01-04/29 301 E HYDRAULIC	79-795-54-00-5480		49.47	
			07	03/07-04/03 FOXHILL 7 LIFT	52-520-54-00-5480		102.33	
			08	03/29-04/28 872 PRAIRIE CR	79-795-54-00-5480		268.13	
			09	03/18-04/15 9257 GALENA PK	79-795-54-00-5480		40.42	
			10	03/05-04/01 101 BRUELL ST	52-520-54-00-5480		579.32	
			11	03/29-04/28 1908 RAINTREE	51-510-54-00-5480		330.31	
			12	04/01-04/29 PRESTWICK LIFT	52-520-54-00-5480		164.33	
			13	04/01-04/29 1991 CANNONBALL TR	51-510-54-00-5480		302.87	
			14	03/0-04/01 610 TOWER	51-510-54-00-5480		230.27	
			15	04/01-04/29 276 WINDHAM LIFT	52-520-54-00-5480		198.79	
			16	04/01-04/29 133 E HYDRAULIC	79-795-54-00-5480		131.22	
			17	03/05-04/01 1975 N BRIDGE LIFT	52-520-54-00-5480		508.43	
						INVOICE TOTAL:	3,592.73 *	
						CHECK TOTAL:	3,592.73	
540573	E EI	ENGINEERING ENTERPRISES, INC.						

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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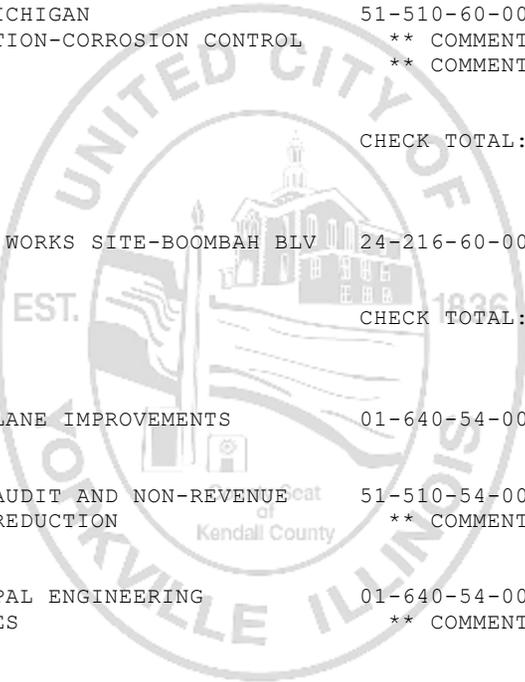
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540573	EEI	ENGINEERING ENTERPRISES, INC.					
	80083	04/30/24	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		1,173.00
						INVOICE TOTAL:	1,173.00 *
	80084	04/30/24	01	TRAFFIC CONTRL SIGNAGE &	01-640-54-00-5465		1,985.69
			02	MARKINGS	** COMMENT **		
						INVOICE TOTAL:	1,985.69 *
	80085	04/30/24	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		1,162.50
						INVOICE TOTAL:	1,162.50 *
	80086	04/30/24	01	GRANDE RESERVE-AVANTI	01-640-54-00-5465		494.50
						INVOICE TOTAL:	494.50 *
	80087	04/30/24	01	PRESTWICK	01-640-54-00-5465		298.50
						INVOICE TOTAL:	298.50 *
	80090	04/30/24	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		2,790.00
						INVOICE TOTAL:	2,790.00 *
	80091	04/30/24	01	WHISPERING MEADOWS-TRG	01-640-54-00-5465		836.50
						INVOICE TOTAL:	836.50 *
	80093	04/30/24	01	YBSD SOLIDS HANDLING	01-640-54-00-5465		119.50
			02	IMPROVEMENTS	** COMMENT **		
						INVOICE TOTAL:	119.50 *
	80094	04/30/24	01	GRANDE RESERVE-UNIT 9	01-640-54-00-5465		708.00
						INVOICE TOTAL:	708.00 *
	80097	04/30/24	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		690.00
						INVOICE TOTAL:	690.00 *
	80098	04/30/24	01	CORNEILS RD INTERCEPTOR SEWER	52-520-60-00-6092		450.00
						INVOICE TOTAL:	450.00 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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540573	EEI	ENGINEERING ENTERPRISES, INC.						
	80099	04/30/24	01	LSL INVENTORY	01-640-54-00-5465		183.00	
						INVOICE TOTAL:	183.00 *	
	80102	04/30/24	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465		4,033.50	
			02	COORDINATION	** COMMENT **			
						INVOICE TOTAL:	4,033.50 *	
	80104	04/30/24	01	LAKE MICHIGAN	51-510-60-00-6011		1,528.50	
			02	CONNECTION-CORROSION CONTROL	** COMMENT **			
			03	STUDY	** COMMENT **			
						INVOICE TOTAL:	1,528.50 *	
						CHECK TOTAL:	16,453.19	
540574	EEI	ENGINEERING ENTERPRISES, INC.						
	80105	04/30/24	01	PUBLIC WORKS SITE-BOOMBAH BLV	24-216-60-00-6042		3,790.26	
						INVOICE TOTAL:	3,790.26 *	
						CHECK TOTAL:	3,790.26	
540575	EEI	ENGINEERING ENTERPRISES, INC.						
	80106	04/30/24	01	GAWNE LANE IMPROVEMENTS	01-640-54-00-5465		1,014.00	
						INVOICE TOTAL:	1,014.00 *	
	80107	04/30/24	01	WATER AUDIT AND NON-REVENUE	51-510-54-00-5465		3,938.00	
			02	WATER REDUCTION	** COMMENT **			
						INVOICE TOTAL:	3,938.00 *	
	80110	04/30/24	01	MUNICIPAL ENGINEERING	01-640-54-00-5465		1,900.00	
			02	SERVICES	** COMMENT **			
						INVOICE TOTAL:	1,900.00 *	
	80111	04/30/24	01	WELL #10 & RAW WATER MAIN	51-510-60-00-6029		4,209.25	
						INVOICE TOTAL:	4,209.25 *	



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

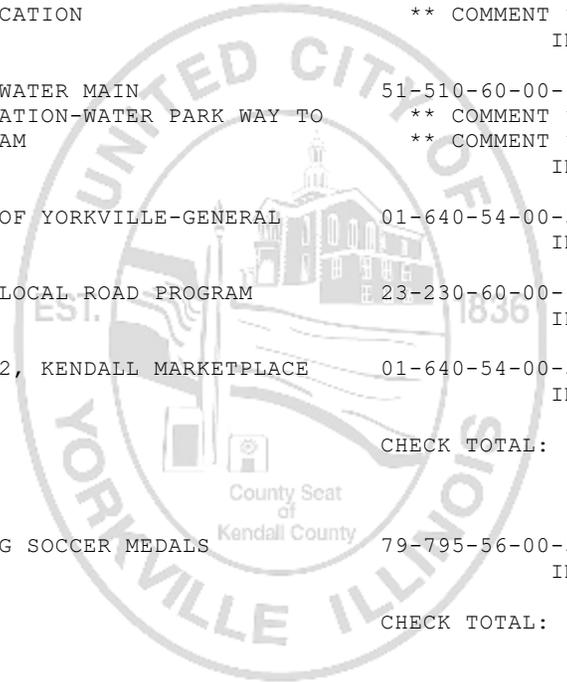
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540575	EEI	ENGINEERING ENTERPRISES, INC.						
	80114	04/30/24	01	2023 SANITARY SEWER LINING	52-520-60-00-6025		1,482.00	
						INVOICE TOTAL:	1,482.00 *	
	80116	04/30/24	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		34,414.00	
						INVOICE TOTAL:	34,414.00 *	
	80117	04/30/24	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		31,781.50	
						INVOICE TOTAL:	31,781.50 *	
	80118	04/30/24	01	ELDAMAIN WATER MAIN LOOP-LP	51-510-60-00-6024		10,828.50	
						INVOICE TOTAL:	10,828.50 *	
	80119	04/30/24	01	CORNEILS SANITARY SEWER	52-520-60-00-6024		227.00	
						INVOICE TOTAL:	227.00 *	
	80120	04/30/24	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		7,714.50	
			02	CONNECTION-LP	** COMMENT **			
						INVOICE TOTAL:	7,714.50 *	
	80121	04/30/24	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		3,757.00	
						INVOICE TOTAL:	3,757.00 *	
	80122	04/30/24	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025		4,587.50	
						INVOICE TOTAL:	4,587.50 *	
	80124	04/30/24	01	WELL #7 WTP STANDBY GENERATOR	51-510-60-00-6060		427.50	
						INVOICE TOTAL:	427.50 *	
	80125	04/30/24	01	DOWNTOWN RIVERWALK-FEASIBILITY	01-640-54-00-5465		1,479.00	
			02	STUDY	** COMMENT **			
						INVOICE TOTAL:	1,479.00 *	
	80127	04/30/24	01	E. VAN EMMON ST RESURFACING	23-230-60-00-6089		9,900.50	
						INVOICE TOTAL:	9,900.50 *	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
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01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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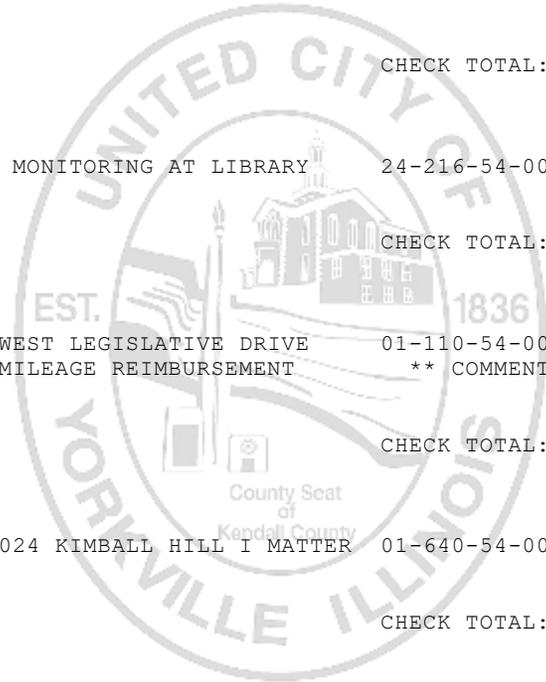
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540575	EEI	ENGINEERING ENTERPRISES, INC.						
	80128	04/30/24	01	2024 ROAD PROGRAM	23-230-60-00-6025		4,206.00	
						INVOICE TOTAL:	4,206.00 *	
	80130	04/30/24	01	FY 2025 BUDGET	01-640-54-00-5465		358.50	
						INVOICE TOTAL:	358.50 *	
	80131	04/30/24	01	LAKE MICHIGAN-WIFIA LOAN	51-510-60-00-6011		1,892.47	
			02	APPLICATION	** COMMENT **			
						INVOICE TOTAL:	1,892.47 *	
	80132	04/30/24	01	RT47 WATER MAIN	51-510-60-00-6035		4,070.70	
			02	RELOCATION-WATER PARK WAY TO	** COMMENT **			
			03	BERTRAM	** COMMENT **			
						INVOICE TOTAL:	4,070.70 *	
	80133	04/30/24	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		1,098.00	
						INVOICE TOTAL:	1,098.00 *	
	80138	04/30/24	01	2024 LOCAL ROAD PROGRAM	23-230-60-00-6025		25,811.50	
						INVOICE TOTAL:	25,811.50 *	
	80140	04/30/24	01	LOT 22, KENDALL MARKETPLACE	01-640-54-00-5465		1,798.50	
						INVOICE TOTAL:	1,798.50 *	
						CHECK TOTAL:	156,895.92	
540576	FOXVALLE	FOX VALLEY TROPHY & AWARDS						
	192	04/18/24	01	SPRING SOCCER MEDALS	79-795-56-00-5606		1,805.00	
						INVOICE TOTAL:	1,805.00 *	
						CHECK TOTAL:	1,805.00	
540577	FOXVALSA	FOX VALLEY SANDBLASTING						



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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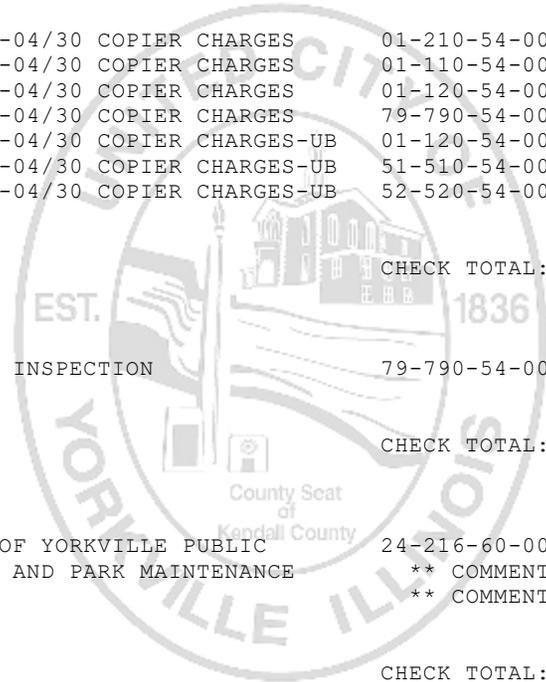
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540577	FOXVALSA	FOX VALLEY	SANDBLASTING					
	58178	04/01/24	01	SANDBLAST & RECOAT LIGHT POLES	25-225-60-00-6010		1,535.00	
						INVOICE TOTAL:	1,535.00 *	
	58179	04/01/24	01	SANDBLAST & RECOAT LIGHT POLES	25-225-60-00-6010		300.00	
						INVOICE TOTAL:	300.00 *	
	58458	04/29/24	01	KIWANI PARK REPAINTING	25-225-60-00-6010		828.40	
						INVOICE TOTAL:	828.40 *	
						CHECK TOTAL:	2,663.40	
540578	FRNKMRSH	FRANK MARSHALL						
	91997	04/30/24	01	POWER MONITORING AT LIBRARY	24-216-54-00-5446		282.00	
						INVOICE TOTAL:	282.00 *	
						CHECK TOTAL:	282.00	
540579	FUNKHOUC	CHRIS FUNKHOUSER						
	METRO DRVDWN	04/18/24	01	METROWEST LEGISLATIVE DRIVE	01-110-54-00-5415		217.08	
			02	DOWN MILEAGE REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	217.08 *	
						CHECK TOTAL:	217.08	
540580	GARDKOCH	GARDINER KOCH & WEISBERG						
	19394	05/11/24	01	APR 2024 KIMBALL HILL I MATTER	01-640-54-00-5461		4,662.07	
						INVOICE TOTAL:	4,662.07 *	
						CHECK TOTAL:	4,662.07	
540581	GROOT	GROOT INC						



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
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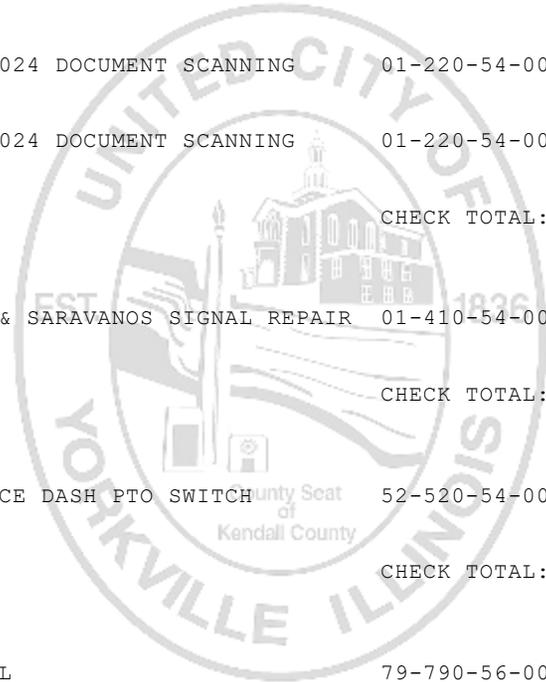
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540581	GROOT 12476096T102	GROOT INC	05/01/24	01	APR 2024 REFUSE SERVICE	01-540-54-00-5442		144,543.01
				02	APR 2024 SENIOR REFUSE SERVICE	01-540-54-00-5441		4,023.44
					INVOICE TOTAL:			148,566.45 *
					CHECK TOTAL:			148,566.45
540582	IMPACT 3227892	IMPACT NETWORKING, LLC	05/03/24	01	02/01-04/30 COPIER CHARGES	01-210-54-00-5430		2.70
				02	02/01-04/30 COPIER CHARGES	01-110-54-00-5430		20.12
				03	02/01-04/30 COPIER CHARGES	01-120-54-00-5430		37.41
				04	02/01-04/30 COPIER CHARGES	79-790-54-00-5462		0.65
				05	02/01-04/30 COPIER CHARGES-UB	01-120-54-00-5430		9.25
				06	02/01-04/30 COPIER CHARGES-UB	51-510-54-00-5430		12.39
				07	02/01-04/30 COPIER CHARGES-UB	52-520-54-00-5430		5.77
					INVOICE TOTAL:			88.29 *
					CHECK TOTAL:			88.29
540583	JIMSTRCK 201375	JIM'S TRUCK INSPECTION LLC	01/18/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00
					INVOICE TOTAL:			41.00 *
					CHECK TOTAL:			41.00
540584	KLUBER 9006	KLUBER, INC	04/30/24	01	CITY OF YORKVILLE PUBLIC	24-216-60-00-6042		91,962.00
				02	WORKS AND PARK MAINTENANCE	** COMMENT **		
				03	STUDY	** COMMENT **		
					INVOICE TOTAL:			91,962.00 *
					CHECK TOTAL:			91,962.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
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11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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540585	KONICAMI	KONICA MINOLTA BUSINESS						
	51627128	05/07/24	01	APR 2024 DOCUMENT SCANNING	01-220-54-00-5462		15,720.89	
						INVOICE TOTAL:	15,720.89 *	
	51627129	05/07/24	01	APR 2024 DOCUMENT SCANNING	01-220-54-00-5462		4,049.50	
						INVOICE TOTAL:	4,049.50 *	
	51628825	05/08/24	01	APR 2024 DOCUMENT SCANNING	01-220-54-00-5462		369.84	
						INVOICE TOTAL:	369.84 *	
	51628826	05/08/24	01	APR 2024 DOCUMENT SCANNING	01-220-54-00-5462		546.00	
						INVOICE TOTAL:	546.00 *	
	51628827	05/08/24	01	APR 2024 DOCUMENT SCANNING	01-220-54-00-5462		307.43	
						INVOICE TOTAL:	307.43 *	
						CHECK TOTAL:	20,993.66	
540586	MEADE	MEADE ELECTRIC COMPANY, INC.						
	708401	04/22/24	01	RT47 & SARAVANOS SIGNAL REPAIR	01-410-54-00-5435		566.99	
						INVOICE TOTAL:	566.99 *	
						CHECK TOTAL:	566.99	
540587	MECHANIC	MECHANICS LAB LLC						
	5037	04/30/24	01	REPLACE DASH PTO SWITCH	52-520-54-00-5490		856.47	
						INVOICE TOTAL:	856.47 *	
						CHECK TOTAL:	856.47	
540588	MORASPH	MORRIS SAND & GRAVEL, INC.						
	16004	04/16/24	01	GRAVEL	79-790-56-00-5646		441.94	
						INVOICE TOTAL:	441.94 *	
						CHECK TOTAL:	441.94	



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
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11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

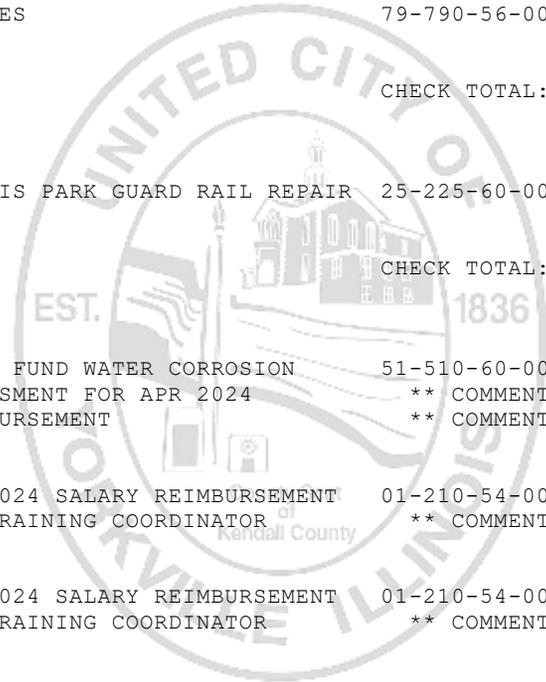
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540589	NARVICK NARVICK BROS. LUMBER CO, INC						
	90635	04/19/24	01	CONCRETE	25-225-60-00-6010		971.00
						INVOICE TOTAL:	971.00 *
					CHECK TOTAL:		971.00
540590	NICOR NICOR GAS						
	12-43-53-5625 3-0424	05/02/24	01	04/02-05/02 609 N BRIDGE	01-110-54-00-5480		46.08
						INVOICE TOTAL:	46.08 *
	23-45-91-4862 5-0424	05/02/24	01	04/02-05/02 101 BRUELL	01-110-54-00-5480		139.89
						INVOICE TOTAL:	139.89 *
	37-35-53-1941 1-0424	05/07/24	01	04/05-05/07 185 WOLF ST	01-110-54-00-5480		92.34
						INVOICE TOTAL:	92.34 *
	40-52-64-8356 1-0424	05/03/24	01	04/03-05/03 102 E VAN EMMON	01-110-54-00-5480		266.06
						INVOICE TOTAL:	266.06 *
	46-69-47-6727 1-0424	05/07/24	01	04/05-05/07 1975 N BRIDGE	01-110-54-00-5480		139.22
						INVOICE TOTAL:	139.22 *
	61-60-41-1000 9-0424	05/02/24	01	04/02-05/02 610 TOWER LN	01-110-54-00-5480		297.86
						INVOICE TOTAL:	297.86 *
	66-70-44-6942 9-0424	05/07/24	01	04/05-05/07 1908 RAINTREE RD	01-110-54-00-5480		139.91
						INVOICE TOTAL:	139.91 *
	80-56-05-1157 0-0424	05/07/24	01	04/05-05/07 2512 ROSEMONT	01-110-54-00-5480		46.24
						INVOICE TOTAL:	46.24 *
	83-80-00-1000 7-0424	05/07/24	01	04/02-05/02 610 TOWER UNIT B	01-110-54-00-5480		94.21
						INVOICE TOTAL:	94.21 *
					CHECK TOTAL:		1,261.81

01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

INVOICES DUE ON/BEFORE 05/28/2024

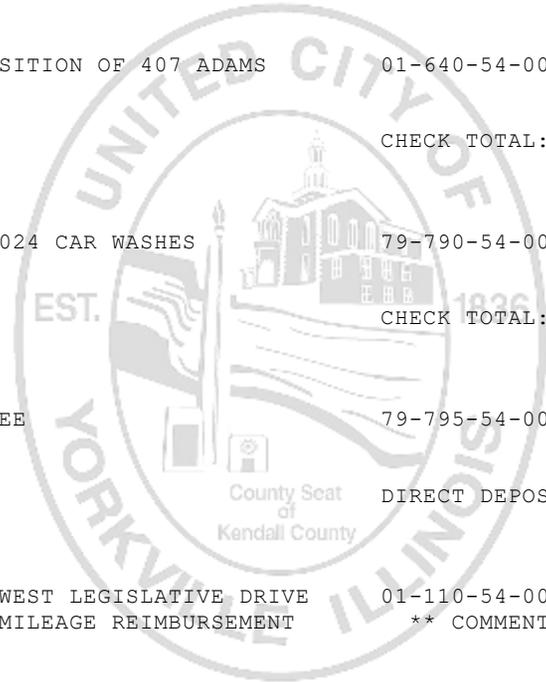
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540591	NICOR NICOR GAS						
	91-85-68-4012 8-0424	05/02/24	01	04/01-05/01 902 GAME FARM RD	82-820-54-00-5480		1,254.40
						INVOICE TOTAL:	1,254.40 *
					CHECK TOTAL:		1,254.40
540592	NUTOYS NUTOYS LEISURE PRODUCTS						
	YRKCIT 1	04/10/24	01	BENCHES	79-790-56-00-5620		5,060.00
						INVOICE TOTAL:	5,060.00 *
					CHECK TOTAL:		5,060.00
540593	OMALLEY O'MALLEY WELDING & FABRICATING						
	21201	04/29/24	01	KIWANIS PARK GUARD RAIL REPAIR	25-225-60-00-6010		2,500.00
						INVOICE TOTAL:	2,500.00 *
					CHECK TOTAL:		2,500.00
540594	OSWEGO VILLAGE OF OSWEGO						
	2629	05/10/24	01	WATER FUND WATER CORROSION	51-510-60-00-6011		1,370.25
			02	ASSESSMENT FOR APR 2024	** COMMENT **		
			03	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	1,370.25 *
	2631	04/30/24	01	MAR 2024 SALARY REIMBURSEMENT	01-210-54-00-5413		5,577.35
			02	FOR TRAINING COORDINATOR	** COMMENT **		
						INVOICE TOTAL:	5,577.35 *
	2632	04/30/24	01	APR 2024 SALARY REIMBURSEMENT	01-210-54-00-5413		4,038.83
			02	FOR TRAINING COORDINATOR	** COMMENT **		
						INVOICE TOTAL:	4,038.83 *
					CHECK TOTAL:		10,986.43



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/28/2024

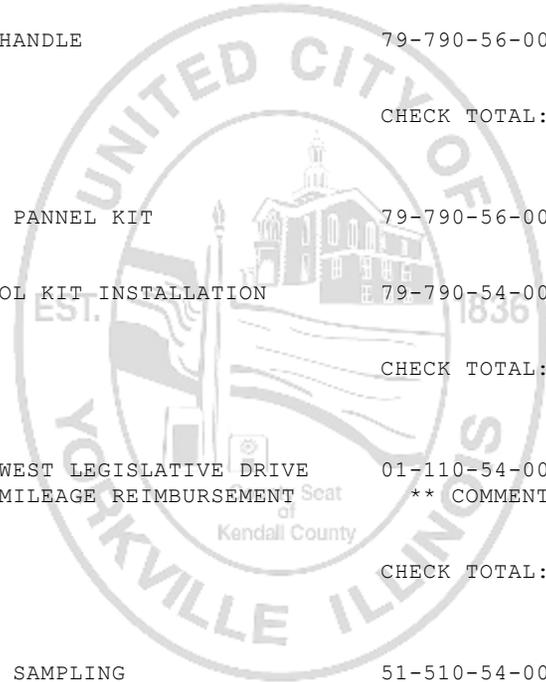
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540595	OTTOSEN	OTTOSEN DINOLFO					
	6358	04/30/24	01	APR 2024 CITY LEGAL MATTERS	01-640-54-00-5456		10,807.90
						INVOICE TOTAL:	10,807.90 *
	6359	04/30/24	01	APR 2024 YORKVILLE TIF 1	88-880-54-00-5462		2,541.50
						INVOICE TOTAL:	2,541.50 *
	6360	04/30/24	01	APR 2024 MEETINGS	01-640-54-00-5456		1,600.00
						INVOICE TOTAL:	1,600.00 *
	6367	04/30/24	01	ACQUISITION OF 407 ADAMS	01-640-54-00-5456		1,150.00
						INVOICE TOTAL:	1,150.00 *
						CHECK TOTAL:	16,099.40
540596	PARADISE	PARADISE CAR WASH					
	224893	04/05/24	01	MAR 2024 CAR WASHES	79-790-54-00-5495		15.00
						INVOICE TOTAL:	15.00 *
						CHECK TOTAL:	15.00
D003457	PEASLEYB	BRANDON PEASLEY					
	042724	04/27/24	01	REFEREE	79-795-54-00-5462		300.00
						INVOICE TOTAL:	300.00 *
						DIRECT DEPOSIT TOTAL:	300.00
540597	PURCELLJ	JOHN PURCELL					
	METRO DRVDWN	04/18/24	01	METROWEST LEGISLATIVE DRIVE	01-110-54-00-5415		217.08
			02	DOWN MILEAGE REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	217.08 *
						CHECK TOTAL:	217.08



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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CHECK #	VENDOR # INVOICE #	VENDOR NAME	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540598	R0002646	JOSEPH PANOZZO						
	MAILBOX RPLCMNT		05/01/24	01	MAILBOX REPLACEMENT	01-410-56-00-5620		132.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		132.00 *
						CHECK TOTAL:		132.00
540599	REIL	TEAM REIL INC.						
	24373		04/26/24	01	GEAR HANDLE	79-790-56-00-5640		150.00
						INVOICE TOTAL:		150.00 *
						CHECK TOTAL:		150.00
540600	REINDERS	REINDERS, INC.						
	1957031-00		04/30/24	01	SOLAR PANNEL KIT	79-790-56-00-5646		11,783.52
						INVOICE TOTAL:		11,783.52 *
	4075358-00		04/30/24	01	CONTROL KIT INSTALLATION	79-790-54-00-5495		4,429.61
						INVOICE TOTAL:		4,429.61 *
						CHECK TOTAL:		16,213.13
540601	SOLINGC	CRAIG SOLING						
	METRO DRVDWN		04/18/24	01	METROWEST LEGISLATIVE DRIVE	01-110-54-00-5415		217.08
				02	DOWN MILEAGE REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		217.08 *
						CHECK TOTAL:		217.08
540602	SUBURLAB	SUBURBAN LABORATORIES INC.						
	224643		04/30/24	01	WATER SAMPLING	51-510-54-00-5429		802.88
						INVOICE TOTAL:		802.88 *
						CHECK TOTAL:		802.88



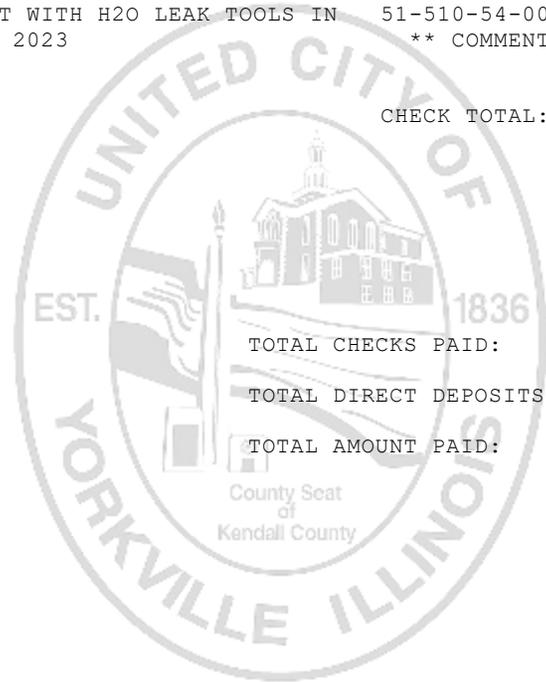
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/28/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
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540603	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	123514	04/26/24	01	CHEMICALS	51-510-56-00-5638		4,605.19
						INVOICE TOTAL:	4,605.19 *
						CHECK TOTAL:	4,605.19

540604	WILLMAN	WILLMAN & GROESCH					
	5057	05/02/24	01	ASSIST WITH H2O LEAK TOOLS IN	51-510-54-00-5462		150.00
			02	MARCH 2023	** COMMENT **		
						INVOICE TOTAL:	150.00 *
						CHECK TOTAL:	150.00



TOTAL CHECKS PAID:	544,940.58
TOTAL DIRECT DEPOSITS PAID:	300.00
TOTAL AMOUNT PAID:	545,240.58

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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

CHECK DATE: 05/15/24

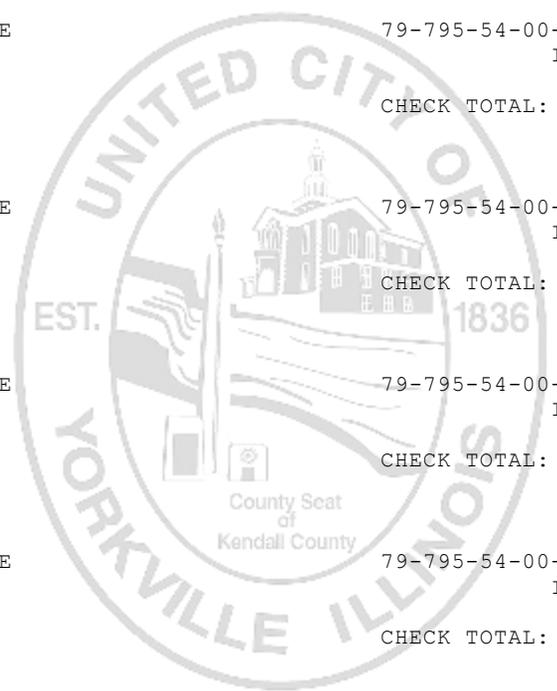
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540561	R0002648	DOLORES CRUISE					
	EASEMENT		05/15/24	01	REIMBURSEMENT FOR EASEMENT	51-510-60-00-6024	5,270.00
				02	AND CROP DAMAGE	** COMMENT **	
					INVOICE TOTAL:		5,270.00 *
					CHECK TOTAL:		5,270.00
					TOTAL AMOUNT PAID:		5,270.00



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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

INVOICES DUE ON/BEFORE 05/17/2024

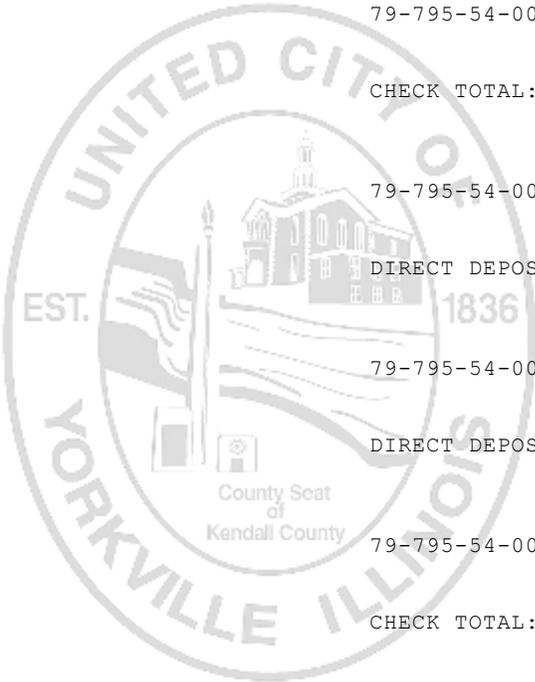
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D003443	BARTLETA	ADAM BARTLETT						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		150.00
								INVOICE TOTAL: 150.00 *
								DIRECT DEPOSIT TOTAL: 150.00
540535	BEEBEK	KATE BEEBE						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		375.00
								INVOICE TOTAL: 375.00 *
								CHECK TOTAL: 375.00
540536	BOOKERM	MICHAEL BOOKER						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		135.00
								INVOICE TOTAL: 135.00 *
								CHECK TOTAL: 135.00
540537	BOOKERT	THOMAS BOOKER						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		160.00
								INVOICE TOTAL: 160.00 *
								CHECK TOTAL: 160.00
540538	BRISBOND	DANA XAVIER BRISBON						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		250.00
								INVOICE TOTAL: 250.00 *
								CHECK TOTAL: 250.00
540539	BUDDA	ARLO BUDD						



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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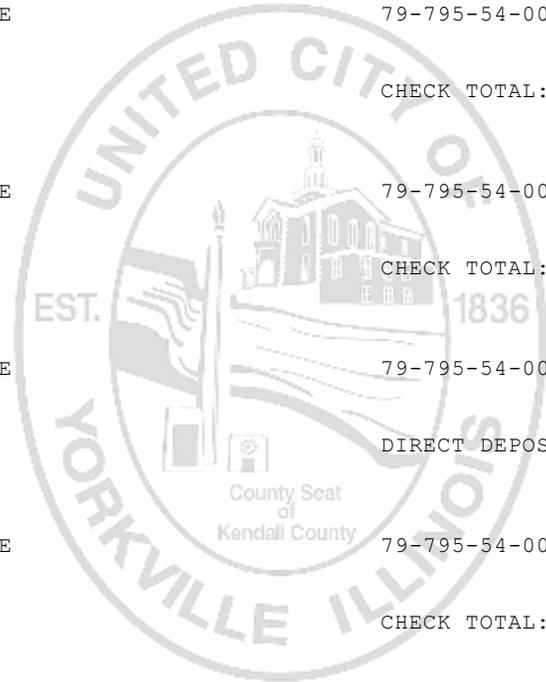
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540539	BUDDA	ARLO BUDD						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		160.00
								INVOICE TOTAL: 160.00 *
								CHECK TOTAL: 160.00
540540	CALHOUNC	CAMDEN CALHOUN						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		125.00
								INVOICE TOTAL: 125.00 *
								CHECK TOTAL: 125.00
D003444	CONFORTM	MASON CONFORTI						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		350.00
								INVOICE TOTAL: 350.00 *
								DIRECT DEPOSIT TOTAL: 350.00
D003445	CULLENT	TREVOR CULLEN						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		105.00
								INVOICE TOTAL: 105.00 *
								DIRECT DEPOSIT TOTAL: 105.00
540541	DICKINSD	DONALD W DICKINSON						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		75.00
								INVOICE TOTAL: 75.00 *
								CHECK TOTAL: 75.00
540542	EVINST	W. THOMAS EVINS						



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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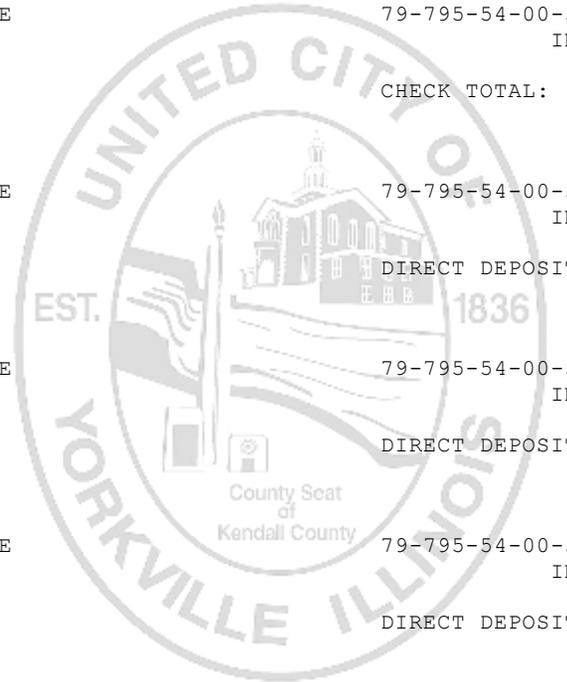
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540542	EVINST W. THOMAS EVINS						
	05/01-05/12	05/13/24	01	UMPIRE	79-795-54-00-5462		250.00
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	250.00
540543	GAMBROA ABIGAIL GAMBRO						
	05/01-05/12	05/13/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
540544	GAMBROK KATE GAMBRO						
	05/01-05/12	05/13/24	01	UMPIRE	79-795-54-00-5462		70.00
						INVOICE TOTAL:	70.00 *
						CHECK TOTAL:	70.00
D003446	HUNTR RUSSEL J. HUNT						
	05/01-05/12	05/13/24	01	UMPIRE	79-795-54-00-5462		300.00
						INVOICE TOTAL:	300.00 *
						DIRECT DEPOSIT TOTAL:	300.00
540545	JENKINSL LANDON JENKINS						
	05/01-05/12	05/13/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
540546	KEITHM MASON KEITH						



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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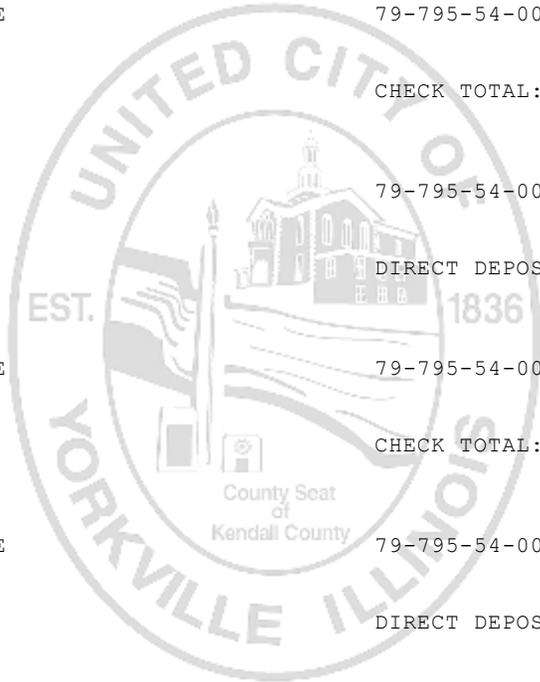
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540546	KEITHM	MASON KEITH						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		250.00
								INVOICE TOTAL: 250.00 *
								CHECK TOTAL: 250.00
540547	KOCURJ	JAXSON KOCUR						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		115.00
								INVOICE TOTAL: 115.00 *
								CHECK TOTAL: 115.00
D003447	MATSONA	AIDAN MATSON						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		715.00
								INVOICE TOTAL: 715.00 *
								DIRECT DEPOSIT TOTAL: 715.00
D003448	MAYNARDL	LAURENCE R. MAYNARD						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		105.00
								INVOICE TOTAL: 105.00 *
								DIRECT DEPOSIT TOTAL: 105.00
D003449	MEIERJ	JACKSON MEIER						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		190.00
								INVOICE TOTAL: 190.00 *
								DIRECT DEPOSIT TOTAL: 190.00
D003450	MOSLEYL	LONNIE I. MOSLEY IV						



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

INVOICES DUE ON/BEFORE 05/17/2024

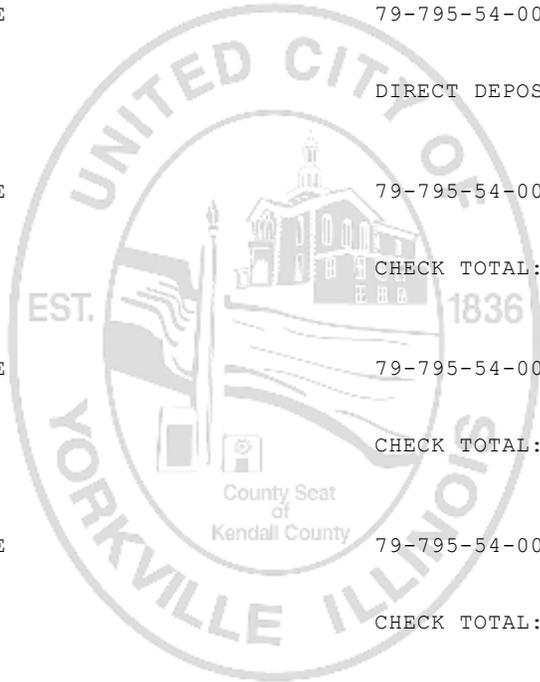
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D003450	MOSLEYL	LONNIE I. MOSLEY IV						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		150.00
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540548	NYDEGGEA	AYDEN NYDEGGER						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		140.00
								INVOICE TOTAL: 140.00 *
								CHECK TOTAL: 140.00
D003451	OLEARYM	MARTIN J. O'LEARY						
	05/01-05/12		05/13/24	01	UMPRE	79-795-54-00-5462		100.00
								INVOICE TOTAL: 100.00 *
								DIRECT DEPOSIT TOTAL: 100.00
540549	PAETZOLS	SAM PAETZOLD						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		375.00
								INVOICE TOTAL: 375.00 *
								CHECK TOTAL: 375.00
D003452	PATTONS	SHANE PATTON						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		675.00
								INVOICE TOTAL: 675.00 *
								DIRECT DEPOSIT TOTAL: 675.00
D003453	PEASLEYB	BRANDON PEASLEY						



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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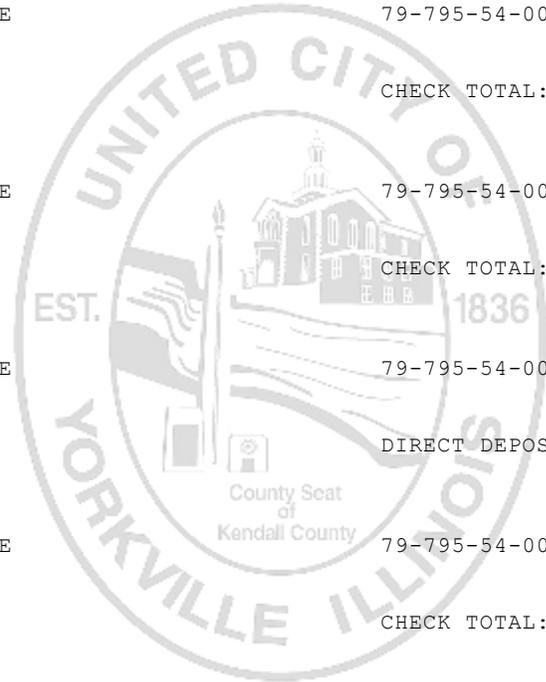
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								INVOICE TOTAL: 300.00 *
								DIRECT DEPOSIT TOTAL: 300.00
D003454	PIATKOWD	DAVID PIATKOWSKI						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		270.00
								INVOICE TOTAL: 270.00 *
								DIRECT DEPOSIT TOTAL: 270.00
540550	RIETZR	ROBERT L. RIETZ JR.						
	050224		05/02/24	01	UMPIRE	79-795-54-00-5462		84.00
								INVOICE TOTAL: 84.00 *
								CHECK TOTAL: 84.00
540551	ROTHLISD	DAVID ROTH LISBERGER						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		105.00
								INVOICE TOTAL: 105.00 *
								CHECK TOTAL: 105.00
540552	SANDOVAA	ANTONIO SANDOVAL						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		300.00
								INVOICE TOTAL: 300.00 *
								CHECK TOTAL: 300.00
D003455	SCHOUD	DECLAN SCHOU						



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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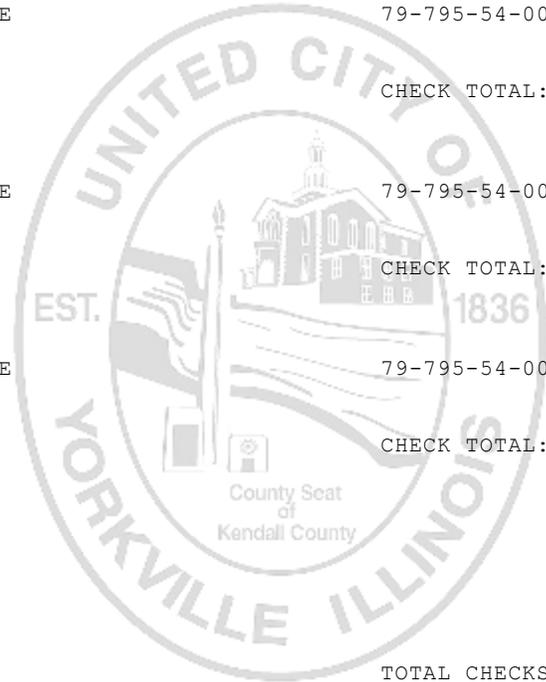
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D003455	SCHOUD	DECLAN SCHOU						
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								INVOICE TOTAL: 80.00 *
								DIRECT DEPOSIT TOTAL: 80.00
540553	STONED	DANIEL ROBERT STONE						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		180.00
								INVOICE TOTAL: 180.00 *
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540554	STONEDJR	DANIEL MICHAEL STONE						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		140.00
								INVOICE TOTAL: 140.00 *
								CHECK TOTAL: 140.00
D003456	STRIKEK	KNOX STRIKE						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		270.00
								INVOICE TOTAL: 270.00 *
								DIRECT DEPOSIT TOTAL: 270.00
540555	TATET	TOM TATE						
	05/01-05/12		05/13/24	01	UMPIRE	79-795-54-00-5462		70.00
								INVOICE TOTAL: 70.00 *
								CHECK TOTAL: 70.00
540556	VOITIKM	MICHAEL VOITIK						



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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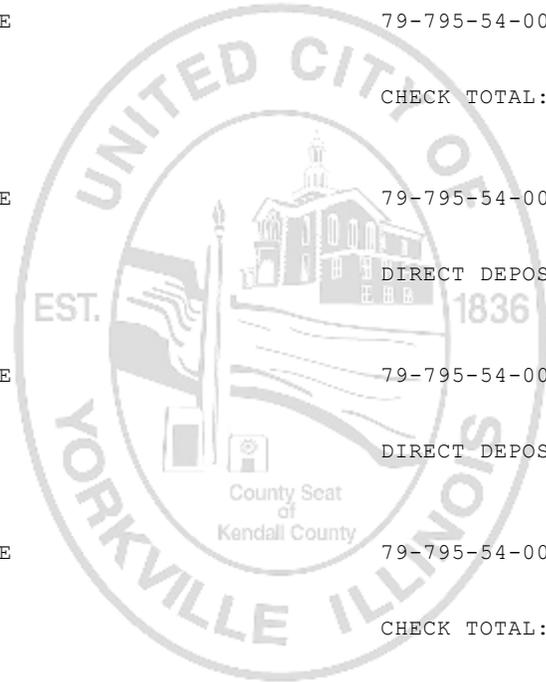
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540556	VOITIKM MICHAEL VOITIK						
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						INVOICE TOTAL:	84.00 *
						CHECK TOTAL:	84.00
540557	WALTERSJ JULIA MARGARET WALTERS						
	05/01-05/12	05/13/24	01	UMPIRE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
						CHECK TOTAL:	150.00
540558	WASONG GERALD WASON						
	050224	05/02/24	01	UMPIRE	79-795-54-00-5462		84.00
						INVOICE TOTAL:	84.00 *
						CHECK TOTAL:	84.00
540559	WILLEK KEEGAN WILLE						
	05/01-05/12	05/13/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
						TOTAL CHECKS PAID:	3,782.00
						TOTAL DEPOSITS PAID:	3,760.00
						TOTAL AMOUNT PAID:	7,542.00



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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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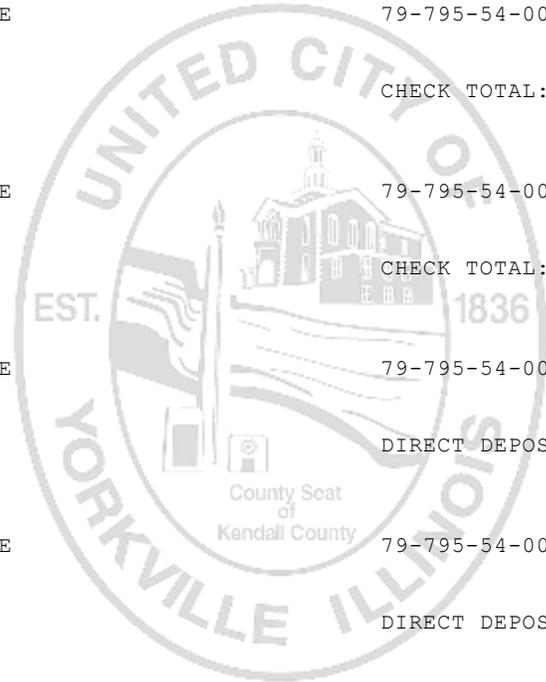
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540645	AGUILARJ 5/13-5/19	JOSE GONZALO AGUILAR 05/20/24	01	UMPIRE	79-795-54-00-5462		150.00 150.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	150.00
540646	ALLENK 5/13-5/19	KATLYN ALLEN 05/21/24	01	UMPIRE	79-795-54-00-5462		75.00 75.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	75.00
D003459	BARTLETA 5/13-5/19	ADAM BARTLETT 05/20/24	01	UMPIRE	79-795-54-00-5462		80.00 80.00 *
						INVOICE TOTAL:	
						DIRECT DEPOSIT TOTAL:	80.00
D003460	BAUTISTR 5/13-5/19	RUBENN BAUTISTA 05/20/24	01	UMPIRE	79-795-54-00-5462		100.00 100.00 *
						INVOICE TOTAL:	
						DIRECT DEPOSIT TOTAL:	100.00
540647	BEEBEK 5/13-5/19	KATE BEEBE 05/20/24	01	UMPIRE	79-795-54-00-5462		150.00 150.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	150.00
D003461	BOOKERM	MICHAEL BOOKER					



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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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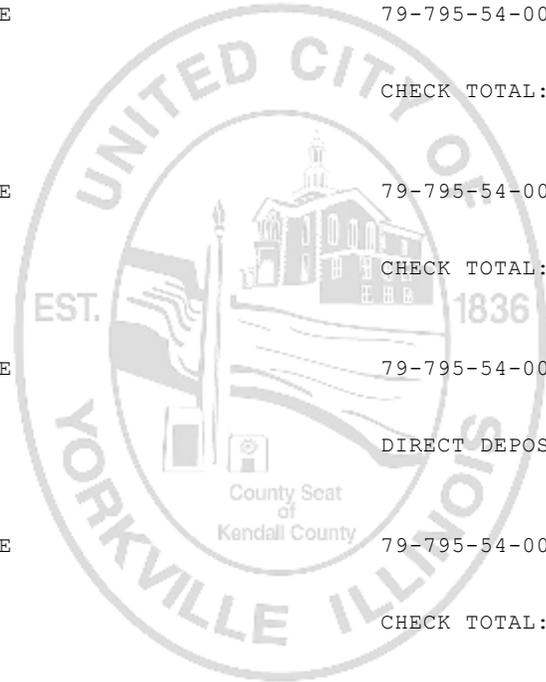
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D003461	BOOKERM	MICHAEL BOOKER						
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								INVOICE TOTAL: 45.00 *
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540648	BRISBOND	DANA XAVIER BRISBON						
	5/13-5/19		05/20/24	01	UMPIRE	79-795-54-00-5462		450.00
								INVOICE TOTAL: 450.00 *
								CHECK TOTAL: 450.00
540649	BUDDA	ARLO BUDD						
	5/13-5/19		05/20/24	01	UMPIRE	79-795-54-00-5462		160.00
								INVOICE TOTAL: 160.00 *
								CHECK TOTAL: 160.00
D003462	CONFORTM	MASON CONFORTI						
	5/13-5/19		05/20/24	01	UMPIRE	79-795-54-00-5462		170.00
								INVOICE TOTAL: 170.00 *
								DIRECT DEPOSIT TOTAL: 170.00
D003463	CULLENT	TREVOR CULLEN						
	5/13-5/19		05/20/24	01	UMPIRE	79-795-54-00-5462		70.00
								INVOICE TOTAL: 70.00 *
								DIRECT DEPOSIT TOTAL: 70.00
540650	CURLC	CHRISTOPHER CURL						



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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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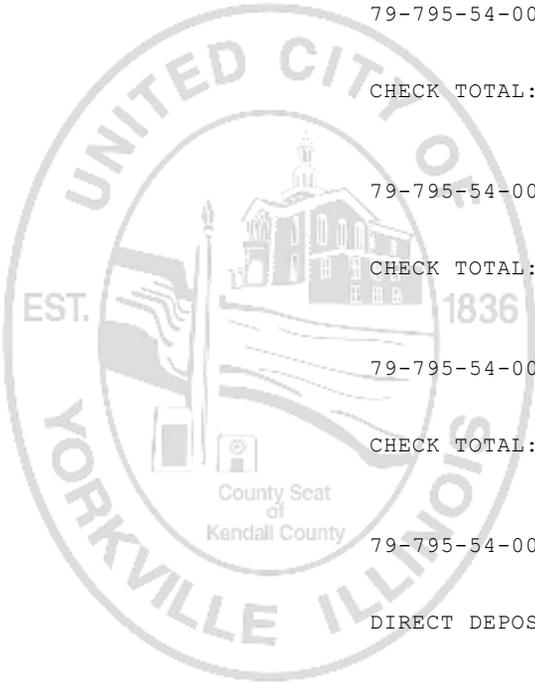
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540650	CURLC 5/13-5/19	CHRISTOPHER CURL 05/20/24	01	UMPIRE	79-795-54-00-5462		75.00
						INVOICE TOTAL:	75.00 *
					CHECK TOTAL:		75.00
540651	EVINST 5/13-5/19	W. THOMAS EVINS 05/20/24	01	UMPIRE	79-795-54-00-5462		50.00
						INVOICE TOTAL:	50.00 *
					CHECK TOTAL:		50.00
540652	HUMBERSC 5/13-5/19	CARTER HUMBERS 05/20/24	01	UMPIRE	79-795-54-00-5462		70.00
						INVOICE TOTAL:	70.00 *
					CHECK TOTAL:		70.00
D003464	HUNTR 5/13-5/19	RUSSEL J. HUNT 05/20/24	01	UMPIRE	79-795-54-00-5462		350.00
						INVOICE TOTAL:	350.00 *
					DIRECT DEPOSIT TOTAL:		350.00
540653	JENKINSL 5/13-5/19	LANDON JENKINS 05/20/24	01	UMPIRE	79-795-54-00-5462		125.00
						INVOICE TOTAL:	125.00 *
					CHECK TOTAL:		125.00
540654	KEITHM	MASON KEITH					



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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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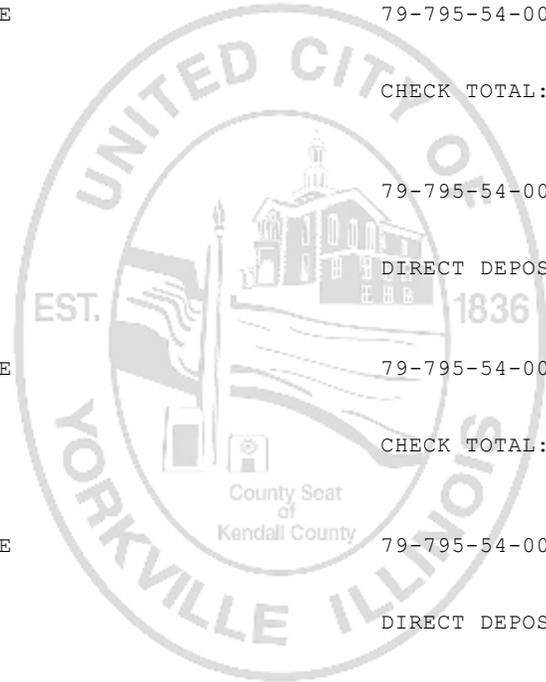
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540654	KEITHM MASON KEITH						
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						CHECK TOTAL:	35.00
540655	KNICKERJ JACKSON KNICKERBOCKER						
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		45.00
						INVOICE TOTAL:	45.00 *
						CHECK TOTAL:	45.00
540656	KOCURJ JAXSON KOCUR						
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		70.00
						INVOICE TOTAL:	70.00 *
						CHECK TOTAL:	70.00
540657	LIPSCOJA JACOB LIPSCOMB						
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		150.00
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						CHECK TOTAL:	150.00
D003465	MATSONA AIDAN MATSON						
	5/13-5/19	05/21/24	01	UMPIRE	79-795-54-00-5462		135.00
						INVOICE TOTAL:	135.00 *
						DIRECT DEPOSIT TOTAL:	135.00
D003466	MEIERJ JACKSON MEIER						



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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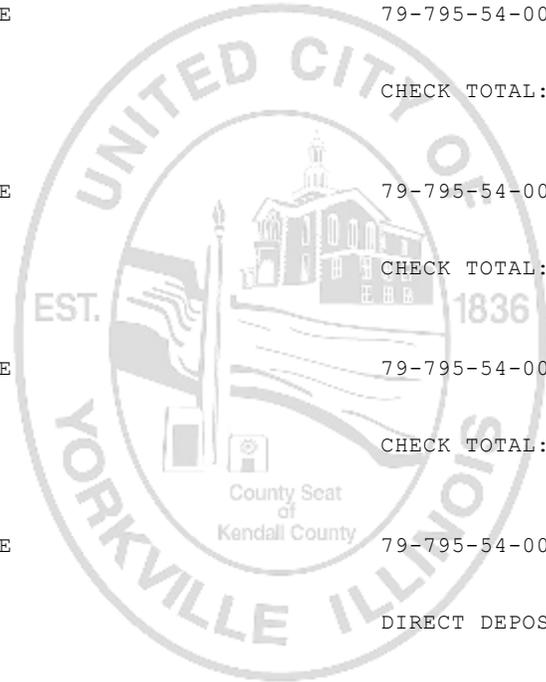
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						DIRECT DEPOSIT TOTAL:	35.00
540658	NAROLESS STEPHANIE NAROLESKI						
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		75.00
						INVOICE TOTAL:	75.00 *
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D003467	OLEARYM MARTIN J. O'LEARY						
	5/13-5/19	05/20/24	01	UMPRE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
						DIRECT DEPOSIT TOTAL:	100.00
540659	PAETZOLS SAM PAETZOLD						
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
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D003468	PATTONS SHANE PATTON						
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
						DIRECT DEPOSIT TOTAL:	150.00
540660	R0002509 SPECIAL OLYMPICS ILLINOIS						



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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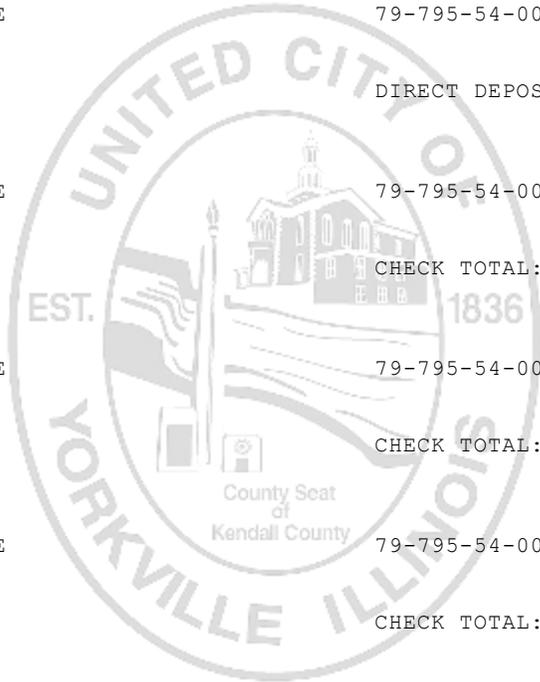
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540660	R0002509	SPECIAL OLYMPICS ILLINOIS					
	2024 COP ON RFTTP	05/21/24	01	2024 COP ON A ROOFTOP PROCEEDS	01-000-24-00-2421		2,720.03
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					CHECK TOTAL:		2,720.03
540661	RIETZR	ROBERT L. RIETZ JR.					
	051624	05/16/24	01	UMPIRE	79-795-54-00-5462		168.00
						INVOICE TOTAL:	168.00 *
					CHECK TOTAL:		168.00
540662	ROTHLISD	DAVID ROTH LISBERGER					
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		80.00
						INVOICE TOTAL:	80.00 *
					CHECK TOTAL:		80.00
540663	RUMSHASO	OWEN RUMSHAS					
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		45.00
						INVOICE TOTAL:	45.00 *
					CHECK TOTAL:		45.00
D003469	SCHOUD	DECLAN SCHOU					
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
					DIRECT DEPOSIT TOTAL:		35.00
540664	STONEDJR	DANIEL MICHAEL STONE					



- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

INVOICES DUE ON/BEFORE 05/24/2024

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540664	STONEDJR	DANIEL MICHAEL STONE					
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
D003470	STRIKEK	KNOX STRIKE					
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		170.00
						INVOICE TOTAL:	170.00 *
						DIRECT DEPOSIT TOTAL:	170.00
540665	TOMBLINC	CHARLES TOMBLINSON					
	5/13-5/19	05/20/24	01	UMPIRE	79-795-54-00-5462		75.00
						INVOICE TOTAL:	75.00 *
						CHECK TOTAL:	75.00
540666	VOITIKM	MICHAEL VOITIK					
	051624	05/16/24	01	UMPIRE	79-795-54-00-5462		168.00
						INVOICE TOTAL:	168.00 *
						CHECK TOTAL:	168.00
540667	WASONG	GERALD WASON					
	051624	05/16/24	01	UMPIRE	79-795-54-00-5462		168.00
						INVOICE TOTAL:	168.00 *
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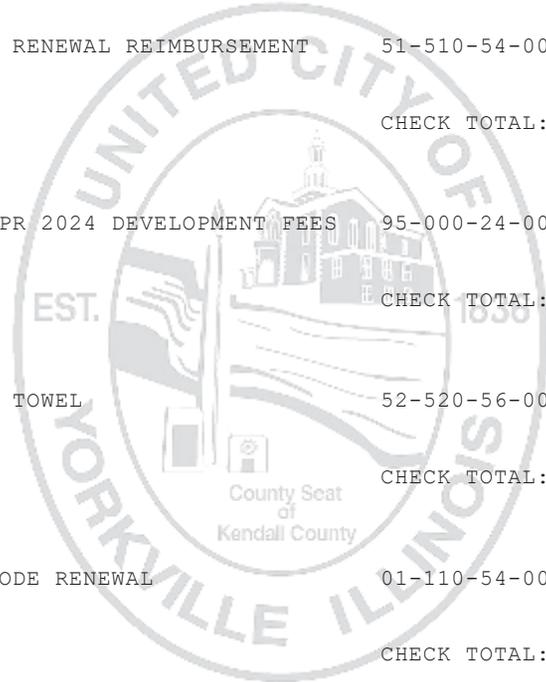


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 TOTAL DIRECT DEPOSITS PAID: 1,440.00
 TOTAL AMOUNT PAID: 6,614.03

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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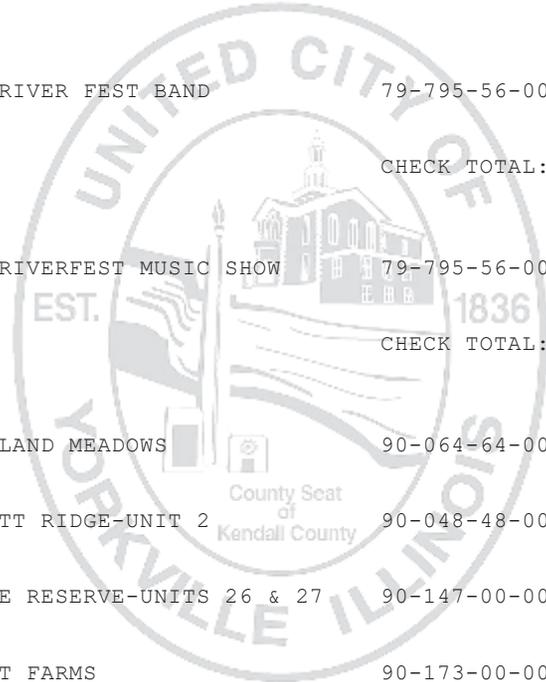
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540606	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	75440524	05/01/24	01	BOND SERIES 2021 ADMIN FEE	24-216-54-00-5498		475.00
			02	FOR 5/1/24-4/30/25	** COMMENT **		
					INVOICE TOTAL:		475.00 *
					CHECK TOTAL:		475.00
540607	BAUERJ	JONATHAN BAUER					
	ILEPA RENEWAL	05/14/24	01	ILEPA RENEWAL REIMBURSEMENT	51-510-54-00-5462		10.00
					INVOICE TOTAL:		10.00 *
					CHECK TOTAL:		10.00
540608	BKFD	BRISTOL KENDALL FIRE DEPART.					
	043024-LC	05/01/24	01	FEB-APR 2024 DEVELOPMENT FEES	95-000-24-00-2452		35,600.00
					INVOICE TOTAL:		35,600.00 *
					CHECK TOTAL:		35,600.00
540609	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43797	05/01/24	01	PAPER TOWEL	52-520-56-00-5620		108.54
					INVOICE TOTAL:		108.54 *
					CHECK TOTAL:		108.54
540610	CIVICPLS	CIVIC PLUS					
	292778	04/01/24	01	MUNICODE RENEWAL	01-110-54-00-5451		1,195.00
					INVOICE TOTAL:		1,195.00 *
					CHECK TOTAL:		1,195.00
540611	COREMAIN	CORE & MAIN LP					



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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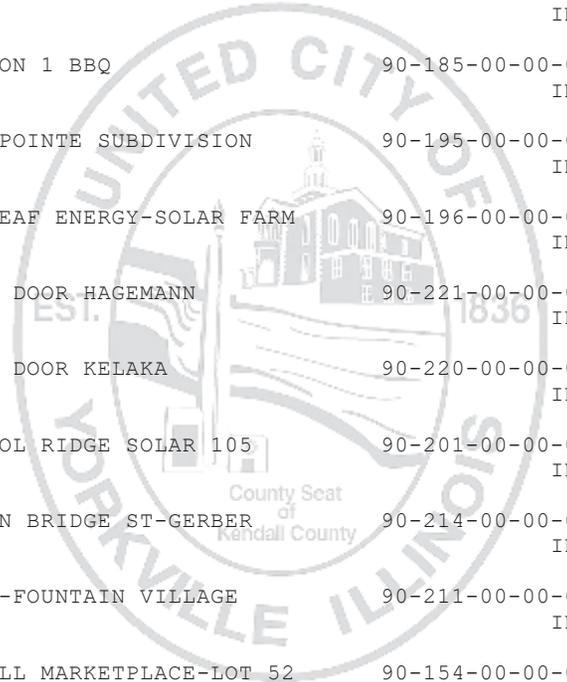
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540611	COREMAIN	CORE & MAIN LP					
	U818946	05/02/24	01	100CF METER	51-510-56-00-5664		1,726.79
						INVOICE TOTAL:	1,726.79 *
	U819002	05/02/24	01	METER FLG SET	51-510-56-00-5664		105.28
						INVOICE TOTAL:	105.28 *
						CHECK TOTAL:	1,832.07
540612	CULLL	LEVI CULL					
	2024 RIVER FEST	05/14/24	01	2024 RIVER FEST BAND	79-795-56-00-5606		800.00
						INVOICE TOTAL:	800.00 *
						CHECK TOTAL:	800.00
540613	DINNERBL	DINNERBELL PRODUCTIONS					
	2024 RIVER FEST	05/14/24	01	2024 RIVERFEST MUSIC SHOW	79-795-56-00-5606		1,500.00
						INVOICE TOTAL:	1,500.00 *
						CHECK TOTAL:	1,500.00
540614	EEI	ENGINEERING ENTERPRISES, INC.					
	80088	04/30/24	01	HEARTLAND MEADOWS	90-064-64-00-0111		2,796.50
						INVOICE TOTAL:	2,796.50 *
	80089	04/30/24	01	WINDETT RIDGE-UNIT 2	90-048-48-00-0111		234.75
						INVOICE TOTAL:	234.75 *
	80092	04/30/24	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		3,523.00
						INVOICE TOTAL:	3,523.00 *
	80095	04/30/24	01	BRIGHT FARMS	90-173-00-00-0111		3,063.50
						INVOICE TOTAL:	3,063.50 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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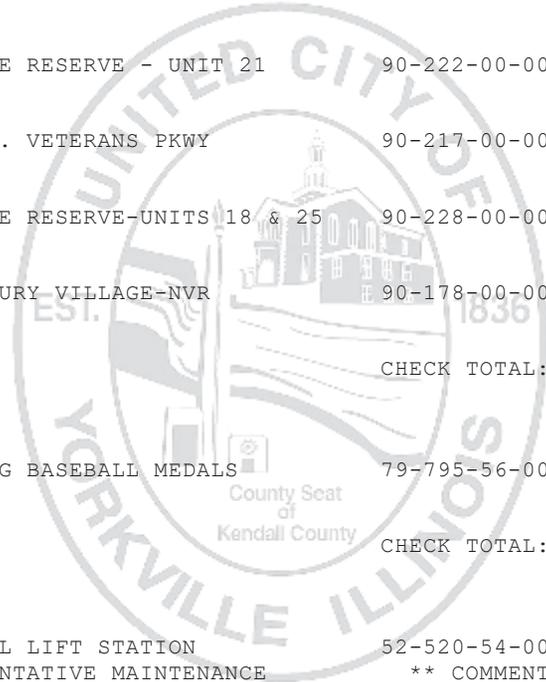
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540614	EEI	ENGINEERING ENTERPRISES, INC.						
	80096	04/30/24	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		1,073.75	
						INVOICE TOTAL:	1,073.75 *	
	80100	04/30/24	01	BRISTOL BAY-UNIT 13	90-179-00-00-0111		132.75	
						INVOICE TOTAL:	132.75 *	
	80101	04/30/24	01	GREEN DOOR LINCOLN PRAIRIE	90-191-00-00-0111		426.00	
						INVOICE TOTAL:	426.00 *	
	80103	04/30/24	01	STATION 1 BBQ	90-185-00-00-0111		102.00	
						INVOICE TOTAL:	102.00 *	
	80108	04/30/24	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		2,684.00	
						INVOICE TOTAL:	2,684.00 *	
	80109	04/30/24	01	NEW LEAF ENERGY-SOLAR FARM	90-196-00-00-0111		113.50	
						INVOICE TOTAL:	113.50 *	
	80112	04/30/24	01	GREEN DOOR HAGEMANN	90-221-00-00-0011		606.00	
						INVOICE TOTAL:	606.00 *	
	80113	04/30/24	01	GREEN DOOR KELAKA	90-220-00-00-0111		164.50	
						INVOICE TOTAL:	164.50 *	
	80115	04/30/24	01	BRISTOL RIDGE SOLAR 105	90-201-00-00-0111		113.50	
						INVOICE TOTAL:	113.50 *	
	80123	04/30/24	01	1203 N BRIDGE ST-GERBER	90-214-00-00-0111		358.50	
						INVOICE TOTAL:	358.50 *	
	80126	04/30/24	01	LOT 1-FOUNTAIN VILLAGE	90-211-00-00-0111		88.50	
						INVOICE TOTAL:	88.50 *	
	80129	04/30/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		326.00	



01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

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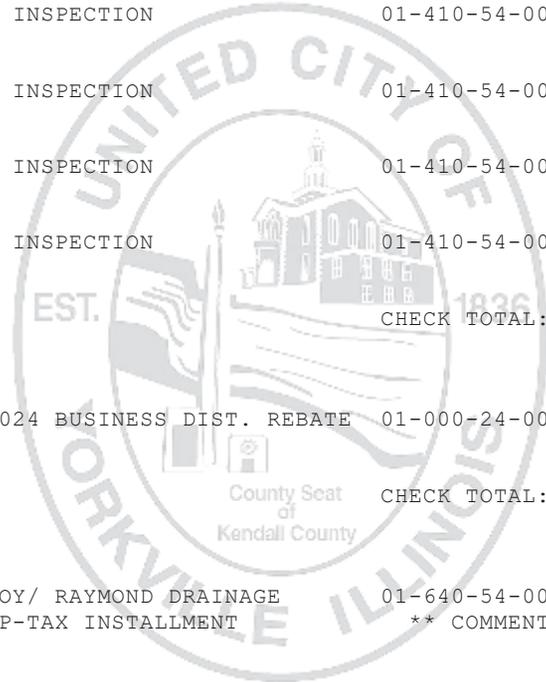
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540614	EEI	ENGINEERING ENTERPRISES, INC.					
	80129	04/30/24	02	PHASE 4	** COMMENT **		
					INVOICE TOTAL:		326.00 *
	80134	04/30/24	01	CORNEILS RD SOLAR	90-216-00-00-0111		1,597.25
					INVOICE TOTAL:		1,597.25 *
	80135	04/30/24	01	1981 S. BRIDGE ST	90-219-00-00-0111		2,185.00
					INVOICE TOTAL:		2,185.00 *
	80136	04/30/24	01	GRANDE RESERVE - UNIT 21	90-222-00-00-0111		1,530.50
					INVOICE TOTAL:		1,530.50 *
	80137	04/30/24	01	724 E. VETERANS PKWY	90-217-00-00-0111		3,352.00
					INVOICE TOTAL:		3,352.00 *
	80139	04/30/24	01	GRANDE RESERVE-UNITS 18 & 25	90-228-00-00-0111		2,342.00
					INVOICE TOTAL:		2,342.00 *
	80141	04/30/24	01	WESTBURY VILLAGE-NVR	90-178-00-00-0111		2,663.50
					INVOICE TOTAL:		2,663.50 *
					CHECK TOTAL:		29,477.00
540615	FOXVALLE	FOX VALLEY TROPHY & AWARDS					
	t102	05/06/24	01	SPRING BASEBALL MEDALS	79-795-56-00-5606		729.20
					INVOICE TOTAL:		729.20 *
					CHECK TOTAL:		729.20
540616	FRNKMRSB	FRANK MARSHALL					
	92015	05/08/24	01	BRUELL LIFT STATION	52-520-54-00-5444		1,148.00
			02	PREVENTATIVE MAINTENANCE	** COMMENT **		
					INVOICE TOTAL:		1,148.00 *
					CHECK TOTAL:		1,148.00



- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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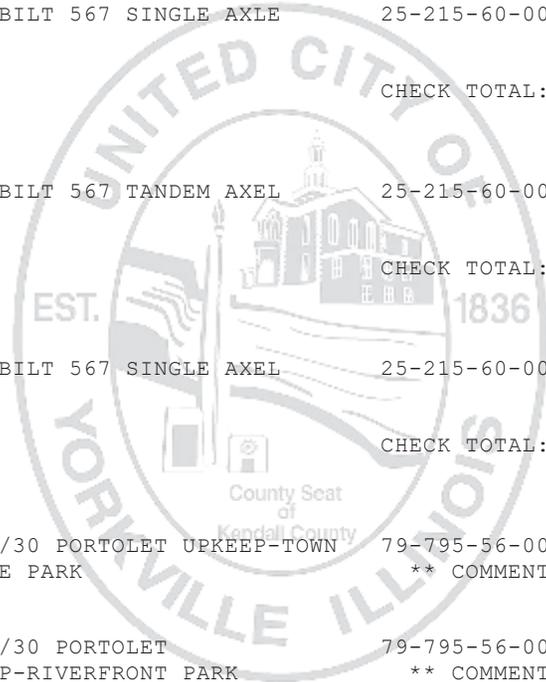
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540617	IMPERINV	IMPERIAL INVESTMENTS					
	MAR 2024-REBATE	05/09/24	01	MAR 2024 BUSINESS DIST. REBATE	01-000-24-00-2488		1,085.33
						INVOICE TOTAL:	1,085.33 *
					CHECK TOTAL:		1,085.33
540618	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	203499	05/09/24	01	TRUCK INSPECTION	01-410-54-00-5490		65.00
						INVOICE TOTAL:	65.00 *
	203500	05/09/24	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
						INVOICE TOTAL:	43.00 *
	203534	05/10/24	01	TRUCK INSPECTION	01-410-54-00-5490		41.00
						INVOICE TOTAL:	41.00 *
	203535	05/10/24	01	TRUCK INSPECTION	01-410-54-00-5490		41.00
						INVOICE TOTAL:	41.00 *
					CHECK TOTAL:		190.00
540619	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 03/24	05/09/24	01	MAR 2024 BUSINESS DIST. REBATE	01-000-24-00-2487		6,364.22
						INVOICE TOTAL:	6,364.22 *
					CHECK TOTAL:		6,364.22
540620	KENDEDC	KENDALL COUNTY COLLECTOR					
	2023 PAYABLE 2024	05/14/24	01	ROB ROY/ RAYMOND DRAINAGE	01-640-54-00-5462		584.18
			02	2023 P-TAX INSTALLMENT	** COMMENT **		
						INVOICE TOTAL:	584.18 *
					CHECK TOTAL:		584.18



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
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11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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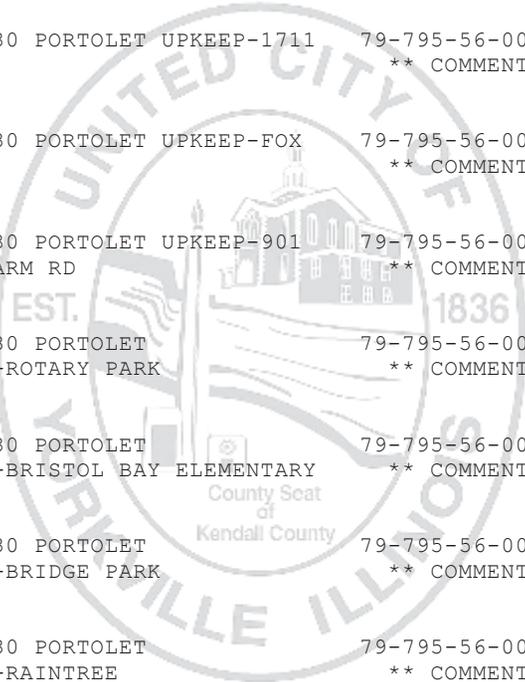
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540621	LINDCO	LINDCO EQUIPMENT SALES INC					
	240334C-SWL	05/01/24	01	PETERBILT 567 SINGLE AXEL	25-215-60-00-6070		150,696.44
						INVOICE TOTAL:	150,696.44 *
						CHECK TOTAL:	150,696.44
540622	LINDCO	LINDCO EQUIPMENT SALES INC					
	240335C-SWL	05/01/24	01	PETERBILT 567 SINGLE AXLE	25-215-60-00-6070		150,696.44
						INVOICE TOTAL:	150,696.44 *
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540623	LINDCO	LINDCO EQUIPMENT SALES INC					
	240337C-SWL	05/01/24	01	PETERBILT 567 TANDEM AXEL	25-215-60-00-6070		164,206.34
						INVOICE TOTAL:	164,206.34 *
						CHECK TOTAL:	164,206.34
540624	LINDCO	LINDCO EQUIPMENT SALES INC					
	40336C-SWL	05/01/24	01	PETERBILT 567 SINGLE AXEL	25-215-60-00-6070		150,696.44
						INVOICE TOTAL:	150,696.44 *
						CHECK TOTAL:	150,696.44
540625	LRS	LRS, LLC					
	PS598150	05/02/24	01	5/3-5/30 PORTOLET UPKEEP-TOWN	79-795-56-00-5620		210.00
			02	SQUARE PARK	** COMMENT **		
						INVOICE TOTAL:	210.00 *
	PS598151	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		302.00
			02	UPKEEP-RIVERFRONT PARK	** COMMENT **		
						INVOICE TOTAL:	302.00 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
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11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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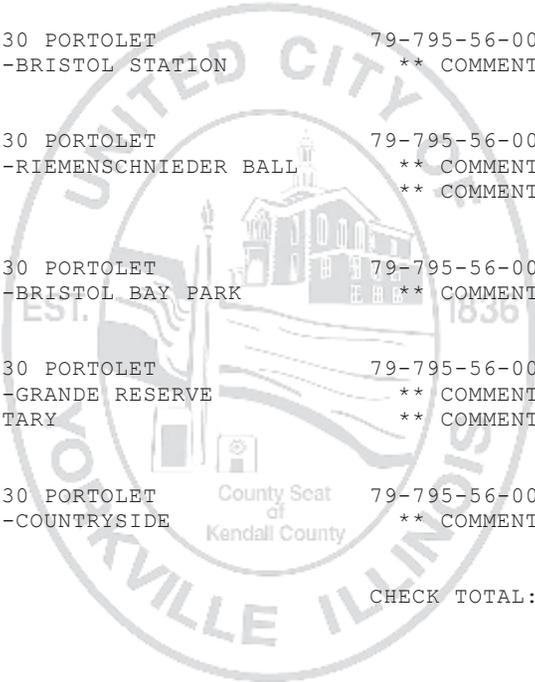
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540625	LRS LRS, LLC						
	PS598152	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP-CIRCLE CENTER	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598153	05/02/24	01	5/3-5/30 PORTOLET UPKEEP-VAN	79-795-56-00-5620		92.00
			02	EMMON	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598154	05/02/24	01	5/3-5/30 PORTOLET UPKEEP-1711	79-795-56-00-5620		92.00
			02	JOHN	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598155	05/02/24	01	5/3-5/30 PORTOLET UPKEEP-FOX	79-795-56-00-5620		92.00
			02	HILL	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598156	05/02/24	01	5/3-5/30 PORTOLET UPKEEP-901	79-795-56-00-5620		586.00
			02	GAME FARM RD	** COMMENT **		
					INVOICE TOTAL:		586.00 *
	PS598157	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP-ROTARY PARK	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598158	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP-BRISTOL BAY ELEMENTARY	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598159	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		184.00
			02	UPKEEP-BRIDGE PARK	** COMMENT **		
					INVOICE TOTAL:		184.00 *
	PS598160	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP-RAINTREE	** COMMENT **		
					INVOICE TOTAL:		92.00 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/28/2024

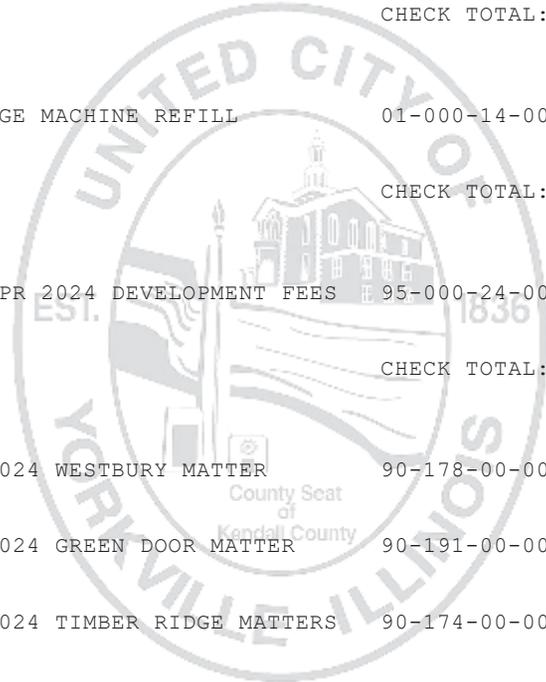
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540625	LRS LRS, LLC						
	PS598161	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP-CANNONBALL PARK	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598162	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP-GREENS FILLING STATION	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598163	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP-BRISTOL STATION	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598164	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		184.00
			02	UPKEEP-RIEMENSCHNIEDER BALL	** COMMENT **		
			03	FIELD	** COMMENT **		
					INVOICE TOTAL:		184.00 *
	PS598165	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		662.00
			02	UPKEEP-BRISTOL BAY PARK	** COMMENT **		
					INVOICE TOTAL:		662.00 *
	PS598166	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP-GRANDE RESERVE	** COMMENT **		
			03	ELEMENTARY	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS598167	05/02/24	01	5/3-5/30 PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP-COUNTRYSIDE	** COMMENT **		
					INVOICE TOTAL:		92.00 *
					CHECK TOTAL:		3,232.00
540626	MADBOMB MAD BOMBER FIREWORK PRODUCTION						
	2024 JULY 4	05/14/24	01	JULY 4TH FIREWORKS	79-795-56-00-5606		48,000.00
					INVOICE TOTAL:		48,000.00 *
					CHECK TOTAL:		48,000.00



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

INVOICES DUE ON/BEFORE 05/28/2024

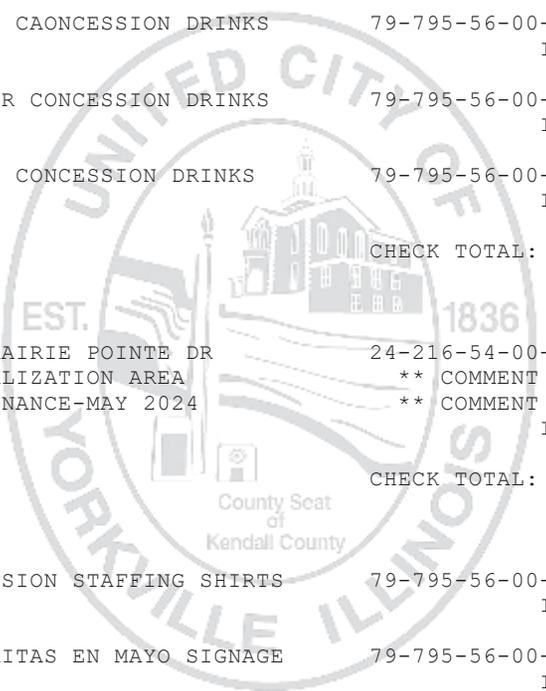
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540627	METRONET METRO FIBERNET LLC						
	1872272-051824	05/18/24	01	5/18-6/17 651 PP INTERNET	01-110-54-00-5440		66.87
			02	5/18-6/17 651 PP INTERNET	01-220-54-00-5440		76.42
			03	5/18-6/17 651 PP INTERNET	01-120-54-00-5440		38.21
			04	5/18-6/17 651 PP INTERNET	79-795-54-00-5440		76.42
			05	5/18-6/17 651 PP INTERNET	01-210-54-00-5440		382.08
						INVOICE TOTAL:	640.00 *
						CHECK TOTAL:	640.00
540628	NEOPOST QUADIENT FINANCE USA, INC						
	051424-CITY	05/14/24	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		300.00
						INVOICE TOTAL:	300.00 *
						CHECK TOTAL:	300.00
540629	OSWEFIRE OSWEGO FIRE PROTECTION DIST.						
	043024-LC	05/01/24	01	FEB-APR 2024 DEVELOPMENT FEES	95-000-24-00-2456		4,019.40
						INVOICE TOTAL:	4,019.40 *
						CHECK TOTAL:	4,019.40
540630	OTTOSEN OTTOSEN DINOLFO						
	6361	04/30/24	01	APR 2024 WESTBURY MATTER	90-178-00-00-0011		1,794.00
						INVOICE TOTAL:	1,794.00 *
	6362	04/30/24	01	APR 2024 GREEN DOOR MATTER	90-191-00-00-0011		1,805.53
						INVOICE TOTAL:	1,805.53 *
	6364	04/30/24	01	APR 2024 TIMBER RIDGE MATTERS	90-174-00-00-0011		747.50
						INVOICE TOTAL:	747.50 *
	6366	04/30/24	01	APR 2024 HAGEMANN ANNEXATION	90-229-00-00-0011		115.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/28/2024

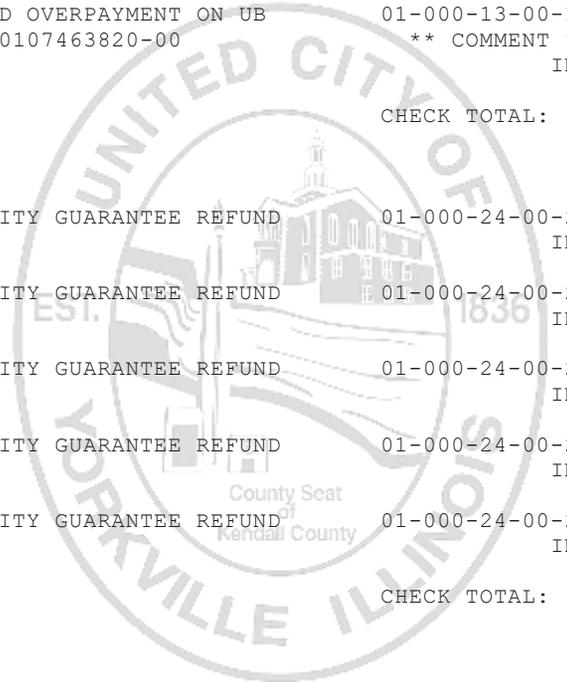
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540630	OTTOSEN	OTTOSEN DINOLFO					
	6366	04/30/24	02	MATTER	** COMMENT **		
					INVOICE TOTAL:		115.00 *
					CHECK TOTAL:		4,462.03
540631	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	28329405	05/13/24	01	BRIDGE CAONCESSION DRINKS	79-795-56-00-5607		366.44
					INVOICE TOTAL:		366.44 *
	28329406	05/13/24	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607		401.48
					INVOICE TOTAL:		401.48 *
	30815658	05/06/24	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		500.76
					INVOICE TOTAL:		500.76 *
					CHECK TOTAL:		1,268.68
540632	PIZZO	PIZZO AND ASSOCIATES, LTD					
	340	05/01/24	01	651 PRAIRIE POINTE DR	24-216-54-00-5446		732.19
			02	NATURALIZATION AREA	** COMMENT **		
			03	MAINTENANCE-MAY 2024	** COMMENT **		
					INVOICE TOTAL:		732.19 *
					CHECK TOTAL:		732.19
540633	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	4003	05/09/24	01	CONCESSION STAFFING SHIRTS	79-795-56-00-5607		435.60
					INVOICE TOTAL:		435.60 *
	4012	05/14/24	01	MARGARITAS EN MAYO SIGNAGE	79-795-56-00-5606		1,030.00
					INVOICE TOTAL:		1,030.00 *
					CHECK TOTAL:		1,465.60



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

INVOICES DUE ON/BEFORE 05/28/2024

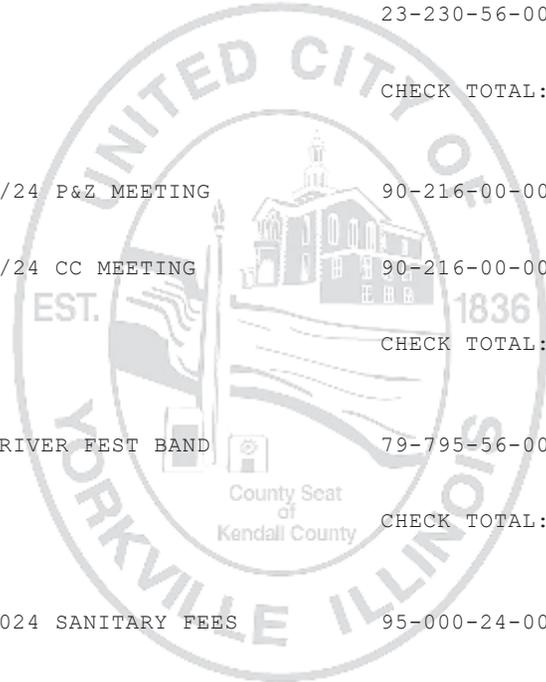
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540634	QUICKSCR 241034	QUICK SCORES LLC 05/13/24	01	SOFTBALL SCORING	79-795-56-00-5606		833.00
						INVOICE TOTAL:	833.00 *
					CHECK TOTAL:		833.00
540635	R0000307 050724-RFND	RAY TREVINO 05/07/24	01 02	REFUND OVERPAYMENT ON UB ACCT#0107463820-00	01-000-13-00-1371 ** COMMENT **		241.07
						INVOICE TOTAL:	241.07 *
					CHECK TOTAL:		241.07
540636	R0001975 20231320-428	RYAN HOMES MONTERE 05/07/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20231624-4443	TAMPA 05/10/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20231812-4459	TAMPA 05/10/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20231813-4444	SARASO 05/10/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20231901-420	MONTERE 05/10/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
					CHECK TOTAL:		25,000.00
540637	R0002647 213685	KAREN MCELROY 05/09/24	01	SOFTBALL FEE CREDIT REFUND	79-000-44-00-4404		140.00
						INVOICE TOTAL:	140.00 *
					CHECK TOTAL:		140.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/28/2024

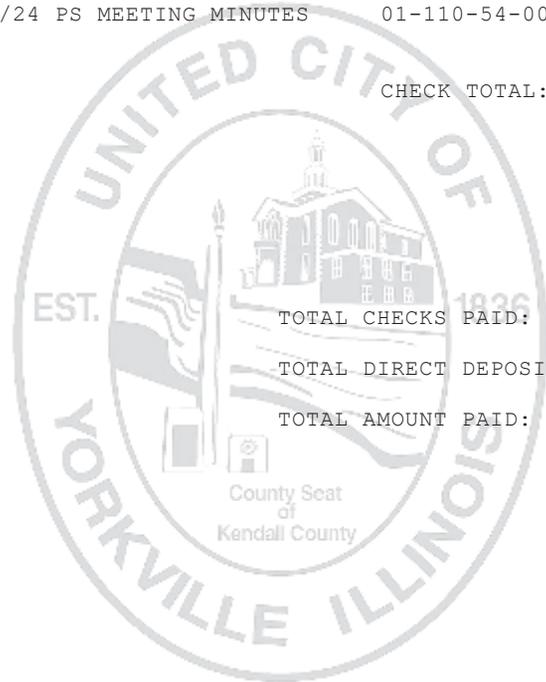
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540638	RUSHTRCK 3037216120	RUSH TRUCK CENTER 05/10/24	01	SENSOR ASSEMBLY	01-410-56-00-5628		125.80 INVOICE TOTAL: 125.80 *
							CHECK TOTAL: 125.80
540639	TRCONTPR 5205	HIGH STAR TRAFFIC 05/08/24	01	SIGNS	23-230-56-00-5642		751.50 INVOICE TOTAL: 751.50 *
							CHECK TOTAL: 751.50
540640	VITOSH 2177	CHRISTINE M. VITOSH 04/24/23	01	04/10/24 P&Z MEETING	90-216-00-00-0011		385.00 INVOICE TOTAL: 385.00 *
	2180	04/29/24	01	04/23/24 CC MEETING	90-216-00-00-0011		215.00 INVOICE TOTAL: 215.00 *
							CHECK TOTAL: 600.00
540641	WHISKEY 2024 RVR FEST	CRAIG COX 05/14/24	01	2024 RIVER FEST BAND	79-795-56-00-5606		3,000.00 INVOICE TOTAL: 3,000.00 *
							CHECK TOTAL: 3,000.00
D003458	YBSD 24-APR	YORKVILLE BRISTOL 05/09/24	01	APR 2024 SANITARY FEES	95-000-24-00-2450		376,213.37 INVOICE TOTAL: 376,213.37 *
							DIRECT DEPOSIT TOTAL: 376,213.37



01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
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01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
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11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

INVOICES DUE ON/BEFORE 05/28/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540642	YORKSCHO	YORKVILLE SCHOOL DIST #115					
	043024-LC	05/01/24	01	FEB - APR 2024 LAND CASH	95-000-24-00-2453		121,813.88
						INVOICE TOTAL:	121,813.88 *
						CHECK TOTAL:	121,813.88
540643	YOUNGM	MARLYS J. YOUNG					
	050224-PS	05/06/24	01	05/02/24 PS MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
						CHECK TOTAL:	85.00



TOTAL CHECKS PAID: 914,104.35
 TOTAL DIRECT DEPOSITS PAID: 376,213.37
 TOTAL AMOUNT PAID: 1,290,317.72

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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |



UNITED CITY OF YORKVILLE PAYROLL SUMMARY May 10, 2024

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	25,384.21	-	25,384.21	1,479.90	1,889.80	28,753.91
FINANCE	13,543.27	-	13,543.27	789.59	998.25	15,331.11
POLICE	159,384.24	3,864.06	163,248.30	435.91	12,209.38	175,893.59
COMMUNITY DEV.	29,594.78	-	29,594.78	1,748.70	2,205.44	33,548.92
STREETS	24,871.03	148.64	25,019.67	1,464.46	2,195.88	28,680.01
BUILDING & GROUNDS	5,960.30	-	5,960.30	356.23	550.24	6,866.77
WATER	17,366.23	171.60	17,537.83	1,022.47	1,564.55	20,124.85
SEWER	10,215.71	-	10,215.71	595.56	918.34	11,729.61
PARKS	34,081.89	595.77	34,677.66	1,869.77	3,050.97	39,598.40
RECREATION	28,916.64	-	28,916.64	1,249.91	2,469.40	32,635.95
LIBRARY	17,033.02	-	17,033.02	640.24	1,250.81	18,924.07
TOTALS	\$ 366,351.32	\$ 4,780.07	\$ 371,131.39	\$ 11,652.74	\$ 29,303.06	\$ 412,087.19

TOTAL PAYROLL

\$ 412,087.19



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, May 28, 2024

ACCOUNTS PAYABLE

DATE

FY 24

Manual City Check Register - FY 24 *(Pages 1 - 2)*
 City Check Register - FY 24 *(Pages 3 - 18)*

05/17/2024	\$	495.00
05/28/2024		545,240.58

SUB-TOTAL:	\$	545,735.58
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FY 25

Manual City Check Register - FY 25 *(Page 19)*
 Manual City Check Register - FY 25 *(Pages 20 - 27)*
 Manual City Check Register - FY 25 *(Pages 28 - 34)*
 City Check Register - FY 25 *(Pages 35 - 47)*

05/15/2024	\$	5,270.00
05/17/2024		7,542.00
05/24/2024		6,614.03
05/28/2024		1,290,317.72

SUB-TOTAL:	\$	1,309,743.75
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PAYROLL

Bi - Weekly *(Page 48)*

05/10/2024	\$	412,087.19
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SUB-TOTAL:	\$	412,087.19
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TOTAL DISBURSEMENTS:	\$	2,267,566.52
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2024-44

Agenda Item Summary Memo

Title: Bluestem Water Main Replacement – Design Engineering Agreement

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/21/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-44

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 6, 2024
Subject: Bluestem Water Main Replacement Engineering Agreement

Summary

A proposed engineering agreement with EEI to prepare plans for the Bluestem water main replacement project.

Background

As part of the Lake Michigan water project, it is necessary to make internal system upgrades to improve the water flow throughout town. This project will replace a small section of 8" water main on Bluestem from Prairie Rose to McHugh with 16" water main. Currently, there is already 16" that serves the rest of Bluestem, goes through Autumn Creek, and back through Grande Reserve all the way to the Well 8 & 9 treatment plant. This plant is slated to become a receiving point for Lake Michigan, so this connection will allow us to flow more water to be able to distribute it throughout the system in a more efficient manner.

I do not know for sure why the 16" wasn't extended to McHugh where it transitions to a 12" when it was originally constructed in 2005, but I have an idea that it was to save the developer money by not running a 16" transmission main along Kennedy Rd. and an 8" main on Bluestem for the residential services.

This engineering agreement is the typical engineering agreement for this type of work. EEI will provide all the engineering, management, and regulatory agency coordination to get this project bid out and awarded for a proposed flat fee of \$56,985. This money is budgeted in the approved FY 25 budget in the water fund line item "Water Sourcing – DWC".

Recommendation

Staff recommends approval of this agreement with EEI in the amount of \$56,985.

**Bluestem Water Main Improvements
United City of Yorkville
Agreement for Professional Services – Design Engineering**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design Engineering services shall be provided as indicated on the Scope of Services on Attachment B. The Engineer shall work with the City to develop a contracting and bidding schedule consistent with available funding. All Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Environmental Protection Agency, and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Design Engineering is \$56,985.00. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any

attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent ENGINEER:

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

H. Certifications:

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

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

Loan Default: If the ENGINEER is an individual, the ENGINEER certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship

Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

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

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

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

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

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

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

records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The ENGINEER agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Location Map
- Attachment E:** Anticipated Project Schedule
- Attachment F:** 2024 Standard Schedule of Charges
- Attachment G:** IEPA Professional Services Contract Clauses
- Attachment H:** USEPA / WIFIA Professional Services Contract Clauses

L. Notices:

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

For the City:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

For the ENGINEER:

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

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

Agreed to this ___ day of _____, 2024.

United City of Yorkville

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
Chief Operating Officer /President

Jori Behland
City Clerk

Angela R. Smith
Executive Assistant



ATTACHMENT A – STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

Bluestem Water Main Improvements – Design Engineering United City of Yorkville, IL

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to replace approximately 716 feet of existing 8” water main with 16” water main along Bluestem Drive between McHugh Road and Prairie Rose Lane. A map of the project location can be found in Attachment D of this proposal.

The following list of work items establishes the scope of engineering services for this project:

DESIGN ENGINEERING:

2.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with the City and Subconsultants (Rubino Engineering)

2.2 Project Meetings

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and EEI prior to Bidding

2.3 Topographic Survey & Easements

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer’s Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
- Internal QA/QC

2.6 Regulatory Agency Coordination and Permitting

- Prepare IEPA Construction Permit Application and Acquire Permit
- Coordination with Other Regulatory Agencies as Required

2.7 Bidding and Contracting Services

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening

- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

DIRECT EXPENSES

The following scope of services will be provided by EEI's subconsultant:

Geotechnical and CCDD (Rubino Engineering, Inc.)

- One (1) Soil Boring 10' in depth
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

EXCLUSIONS

The above scope of services does not include the following:

- Property Negotiations
- Environmental Surveys
- Sewer Televising
- Easements

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment F) in affect at the time the extra work is performed.

**ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2420-P	
PROJECT TITLE		DATE	PREPARED BY
Bluestem Water Main Improvements		4/25/24	KDW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$210	\$186	\$234	\$175	\$168	\$175	\$164	\$70		
DESIGN ENGINEERING														
2.1	Project Management and Administration	-	-	-	12	2	-	-	-	-	-	-	14	\$ 2,892
2.2	Project Meetings	2	-	-	4	6	-	-	-	-	-	-	12	\$ 2,448
2.3	Topographic Survey & Easements	-	-	-	-	-	9	19	-	-	-	-	28	\$ 5,431
2.4	Utility Coordination	-	-	-	3	9	-	-	-	-	-	-	12	\$ 2,304
2.5	Final Plans, Specifications, and Estimates	-	-	-	18	68	-	-	-	20	64	-	170	\$ 30,424
2.6	Regulatory Agency Coordination and Permitting	-	-	-	4	10	-	-	-	-	-	-	14	\$ 2,700
2.7	Bidding and Contracting	1	-	-	8	10	-	-	-	-	-	5	24	\$ 4,136
Design Engineering Subtotal:		3	-	-	49	105	9	19	-	20	64	5	274	\$ 50,335
PROJECT TOTAL:		3	-	-	49	105	9	19	-	20	64	5	274	50,335

EEl STAFF

- PIC Principal In Charge
- SPM Senior Project Manager
- PM Project Manager
- SPE 1 Senior Project Engineer I
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician I
- ST Senior Technician
- ADMIN Administrative Assistant

DIRECT EXPENSES

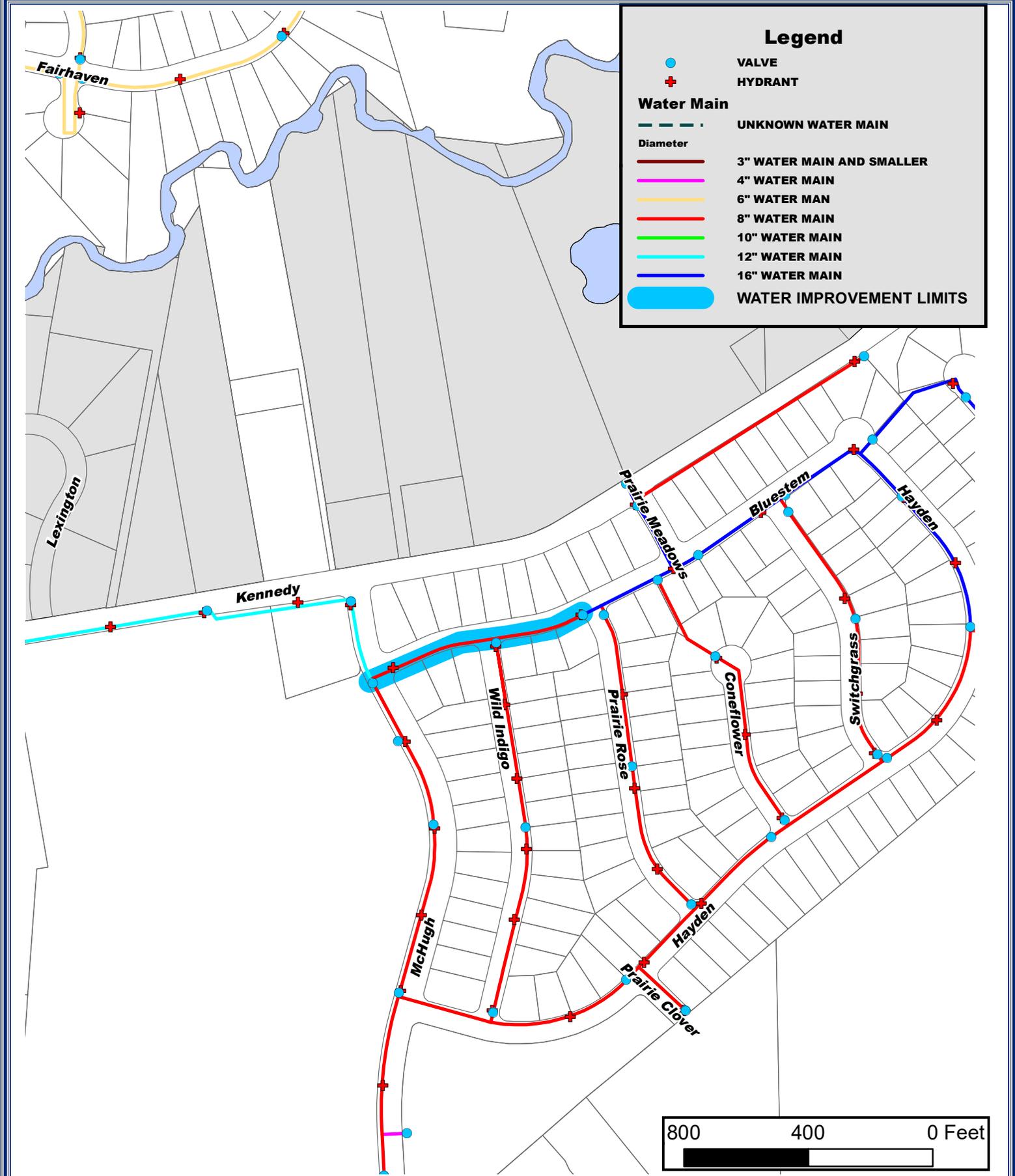
Mileage =	\$	-
Printing =	\$	100
Geotechnical/CCDD =	\$	6,550
DIRECT EXPENSES =	\$	6,650

LABOR SUMMARY

EEl Labor Expenses =	\$	50,335
TOTAL LABOR EXPENSES	\$	50,335

TOTAL COSTS	\$	56,985
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Legend

- VALVE
- + HYDRANT

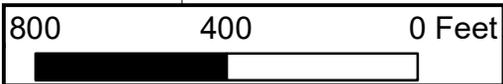
Water Main

- UNKNOWN WATER MAIN

Diameter

- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN

WATER IMPROVEMENT LIMITS



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

DATE:	APRIL 2024
PROJECT NO.:	YO2420
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\
FILE:	YO2420_Bluestem Dr Water Main Replacement.MXD

BLUESTEM DR WATER MAIN IMPROVEMENTS LOCATION MAP

ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2420-P	
PROJECT TITLE		DATE	PREPARED BY
Bluestem Water Main Improvements		4/25/24	KDW

TASK NO.	TASK DESCRIPTION													
		2024								2025				
		MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	
DESIGN ENGINEERING														
2.1	Project Management and Administration													
2.2	Project Meetings													
2.3	Topographic Survey													
2.4	Utility Coordination													
2.5	Final Plans, Specifications, and Estimates													
2.6	Regulatory Agency Coordination and Permitting													
2.7	Bidding and Contracting													





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

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

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment G.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT H
SUPPLEMENTARY USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2024-45

Agenda Item Summary Memo

Title: Water Rate Analysis Proposal

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/21/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-45

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: <u>Eric Dhuse / Rob Fredrickson</u>	<u>Public Works / Finance</u>
Name	Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
Rob Fredrickson, Finance Director
Date: May 9, 2024
Subject: Water Rate Analysis Proposal

Summary

Approval of a proposed Professional Services Agreement with EEI for a water rate analysis.

Background

As discussed previously during the water rate deliberations (April 23rd) and the WIFIA bond authorization discussion (May 14th), Council will eventually need to adopt a multi-year water rate plan in order to close on the upcoming WIFIA loan. In order to develop a multi-year rate plan, the City will need to conduct a water rate analysis, funding for which has been included in the FY 2025 budget (estimated at \$100,000 in Engineering Services line item within the Water Fund).

Beyond the obvious reason of establishing a multi-year rate structure, the primary purpose of conducting a water rate analysis is to provide assurance to WIFIA, and other bond holders, that the City will meet its debt coverage requirements. As noted in the preceding paragraph, in order to close on the WIFIA loan and future bond issues for the DWC/Lake Michigan water sourcing project, the City must prove that revenues equal at least 125% of total debt service. If the revenues used to demonstrate coverage are projected and based on future rate increases, those increases must have already been approved by City Council. The multi-year rate plan can be adjusted up or down, depending on actual future water sale revenues; however, the projections must be made by an outside firm, not related to the City or the bond/WIFIA loan issuance.

This analysis will not only consider the DWC connections and infrastructure, but it will also include our internal improvements such as the water main replacement program and water meter replacement along with ongoing operational and maintenance costs within the Water Fund. EEI's proposed agreement outlines detailed work items, including progress meetings with City staff, which will ultimately culminate in a presentation to City Council. This is proposed as an hourly agreement and work is estimated to cost \$88,900, which is \$11,100 less than initially budgeted. The analysis will start as soon as the agreement is approved and is scheduled to wrap up early in 2025.

Recommendation

Staff recommends the approval of the proposed Professional Services Agreement for a Water Rate Analysis from EEI in the amount of \$88,900.

**Water Rate Study
United City of Yorkville
Professional Services Agreement**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include engineering services for the preparation of the Water Rate Study.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount shall be paid for on an hourly or actual basis in an estimated amount of \$88,900. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not



apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of



the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

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

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

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

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



I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	2024 Standard Schedule of Charges

L. Notices:

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



For the City:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant



STANDARD TERMS AND CONDITIONS

Attachment A

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the



ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**Water Rate Study
United City of Yorkville, IL
Professional Services Agreement**

Attachment B – Scope of Services

We propose to furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations, along with exhibits, cost estimates and narrative, and to review the existing capital improvement and maintenance plans, identify major deficiencies, and produce a written report recommending any necessary adjustments to the City's water connection fee and water and sewer rate and fee structure.

A listing of the activities and items to be covered and/or provided is as follows:

PROJECT FACILITATION

- 1 Project Administration
- 2 Project Meeting No. 1 - Project Initiation Meeting (Internal and with City)
- 3 Coordinating Request for Information

RATE ANALYSIS

- 4 Review of Background Info and Proposed CIP
- 5 Review Pumped and Billed Water for Last Five Years by Consumer Type
- 6 Preparing Population, Service Connections, and Water Use Projections
- 7 Inventory Water Facilities (Wells, WTPs, Pump Stations, Storage Tanks)
- 8 Review Reserve Policy for the Water Funds
- 9 Internal Progress Meeting - Preparation and Attendance
- 10 Project Meeting No. 2 - Progress Meeting with City Staff
- 11 Review Costs of Lake Michigan Supply Improvements - Internal
- 12 Review Costs of Lake Michigan Supply Improvements - Commission
- 13 Review Costs of Lake Michigan Connection Improvements - NRW
- 14 Coordinate/Confirm Best Available Future DWC Rates
- 15 Coordinate with Spear/Stantec on Bond Payments for Lake Michigan Imp.
- 16 Assemble CIP costs and WM Replacement
- 17 Review and Update Maintenance Schedules and Costs, Prepare 5, 20 yr Projections
- 18 Project NRW Cost Impacts
- 19 Evaluation of Historical Revenues and Project Future Water Revenues
- 20 Evaluation of Historical Expenses and Project Future Water Expenses
- 21 Internal Progress Meeting - Preparation and Attendance
- 22 Project Meeting No. 3 - Progress Meeting with City Staff - Revenues and Expenses
- 23 Review Unincorporated to Incorporated Rate Ratio
- 24 Develop Base Service Charge and Rate Options (Maximum of 5)
- 25 Develop Base Service Charge/Rate Comparisons
- 26 Preparation for Progress Meeting No. 4 With City Staff



- 27 Internal Discussion Regarding Rate Options
- 28 Revisions to Rate Options Based on Internal Comments
- 29 Internal Progress Meeting - Preparation and Attendance
- 30 Project Meeting No. 4 - Progress Meeting with City Staff - Rate Options
- 31 Revisions to Rate Options Based on City Comments

REPORT & PRESENTATION

- 32 Prepare Draft Report For City For Review
- 33 Prepare Draft Presentation For City Staff Review
- 34 Internal Progress Meeting - Preparation and Attendance
- 35 Project Meeting No. 6 - Review Draft Report and Presentation With City Staff
- 36 Finalize Report
- 37 Finalize Presentation
- 38 Project Meeting No. 7 - City Board/Committee Presentation & Final Report Submittal

NOTES:

1. The following work items are excluded from the project scope of this study:
 - a. A review of the capacity of all existing Water Works System Facilities for current and future water use,
 - b. Sanitary and storm sewer revenues, expenses, and rate analysis.

The above scope summarizes the work items that will be completed for this contract. All work items are not known at this time and will only be completed upon direction from City staff when necessary. Additional work items, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges (Attachment D).



**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT United City of Yorkville		PROJECT NUMBER YO24XX	
PROJECT TITLE Water Rate Study		DATE 5/6/24	PREPARED BY MLP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PE	PE	SR TECH	ADMIN	HOURS	COST
		PERSON	BPS	MLP	EMC				DRA		
		RATE	\$246	\$241	\$168				\$70		
PROJECT FACILITATION											
1	Project Administration			4						4	\$ 964
2	Proj. Mtg No. 1 - Project Initiation Meeting (Internal and with City)		2	6	6					14	\$ 2,946
3	Coordinating Request for Information		2	1	6					9	\$ 1,741
Project Facilitation Subtotal:			4	11	12	-	-	-	-	27	\$ 5,651

RATE ANALYSIS											
4	Review of Background Info And Proposed CIP			4	4					8	\$ 1,636
5	Review Pumped and Billed Water For Last Five Years by Consumer Type			2	6					8	\$ 1,490
6	Preparing Population, Service Connections, and Water Use Projections			4	8					12	\$ 2,308
7	Inventory Water Facilities (Wells, WTPs, Pump Stations, Storage Tanks)			2	4					6	\$ 1,154
8	Review Reserve Policy for the Water Funds			1	1					2	\$ 409
9	Internal Progress Meeting - Preparation and Attendance		2	2	2					6	\$ 1,310
10	Proj. Mtg No. 2 - Progress Meeting with City Staff		2	4	4					10	\$ 2,128
11	Review Costs of Lake Michigan Supply Improvements - Internal		2	2	4					8	\$ 1,646
12	Review Costs of Lake Michigan Supply Improvements - Commission		2	2	4					8	\$ 1,646
13	Review Costs of Lake Michigan Connection Improvements - NRW		2	2	4					8	\$ 1,646
14	Coordinate/Confirm Best Available Future DWC Rates		2	4	4					10	\$ 2,128
15	Coordinate with Spear/Stantec on Bond Payments for Lake Michigan Improvements		2	4	12					18	\$ 3,472
16	Assemble CIP costs and WM Replacement			4	8					12	\$ 2,308
17	Review and Update Maintenance Schedules and Costs, Prepare 5, 20 yr Cost Projections		1	4	24					29	\$ 5,242
18	Project NRW Cost Impacts			3	6					9	\$ 1,731
19	Evaluation of Historical Revenues and Project Future Water Revenues			4	12					16	\$ 2,980
20	Evaluation of Historical Expenses and Project Future Water Expenses			4	12					16	\$ 2,980
21	Internal Progress Meeting - Preparation and Attendance		2	2	2					6	\$ 1,310
22	Proj. Mtg No. 3 - Progress Meeting with City Staff - Review Revenues and Expenses		4	2	2					8	\$ 1,802
23	Review Unincorporated to Incorporated Rate Ratio		1	2	6					9	\$ 1,736
24	Develop Base Service Charge and Rate Options (Maximum of 5)			4	20					24	\$ 4,324
25	Develop Base Service Charge/Rate Comparisons			4	16					20	\$ 3,652
26	Preparation for Progress Meeting No. 4 With City			4	4					8	\$ 1,636
27	Internal Discussion Regarding Rate Options		2	2	2					6	\$ 1,310
28	Revisions to Rate Options Based on Internal Comments			2	4					6	\$ 1,154
29	Internal Progress Meeting - Preparation and Attendance		2	4	4					10	\$ 2,128
30	Proj. Mtg No. 4 - Progress Meeting with City Staff - Rate Options		2	4	4					10	\$ 2,128
31	Revisions to Rate Options Based on City Comments		2	2	8					12	\$ 2,318
Rate Analysis Subtotal:			30	84	191	-	-	-	-	305	\$ 59,712

REPORT & PRESENTATION											
32	Prepare Draft Report For City For Review		4	8	36					48	\$ 8,960
33	Prepare Draft Presentation For City Staff Review			4	12					16	\$ 2,980
34	Internal Progress Meeting - Preparation and Attendance		2	2	2					6	\$ 1,310
35	Proj. Mtg No. 6 - Review Draft Report and Presentation With City		2	4	4					10	\$ 2,128
36	Finalize Report		2	4	8				1	15	\$ 2,870
37	Finalize Presentation		1	4	6				1	12	\$ 2,288
38	Proj. Mtg. No. 7 - City Council Presentation & Final Report Submittal		2	8	8				1	19	\$ 3,834
Report and Presentation Subtotal:			13	34	76	-	-	-	3	126	\$ 24,370

PROJECT TOTAL:	47	129	279	-	-	-	3	458	89,733
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EEl STAFF

BPS Bradley P. Sanderson, PE
MLP Michele L. Piotrowski, PE, MBA, LEED AP
EMC Emily M. Conti
MJT Matthew J. Taylor
DRA Deborah R. Anderson

DIRECT EXPENSES

Printing/Scanning = \$ 100
Mileage =

DIRECT EXPENSES = \$ 100

LABOR SUMMARY

EEl Labor Expenses = \$ 89,733
TOTAL LABOR EXPENSES \$ 89,733

TOTAL COSTS \$ 89,833



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO24XX	
PROJECT TITLE		DATE	PREPARED BY
Water Rate Study		5/6/2024	MLP

TASK NO.	TASK DESCRIPTION	2024						2025				
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR

PROJECT FACILITATION														
1	Project Administration													
2	Project Meeting No. 1 - Project Initiation Meeting													
3	Coordinating Request for Information													

RATE ANALYSIS														
4	Review of Background Info And Proposed CIP													
5	Review Pumped and Billed Water For Last Five Years by Consumer Type													
6	Preparing Population, Service Connections, and Water Use Projections													
7	Inventory Water Facilities (Wells, WTPs, Pump Stations, Storage Tanks)													
8	Review Reserve Policy for the Water Funds													
9	Internal Progress Meeting - Preparation and Attendance													
10	Project Meeting No. 2 - Progress Meeting with City Staff													
11	Review Costs of Lake Michigan Supply Improvements - Internal													
12	Review Costs of Lake Michigan Supply Improvements - Commission													
13	Review Costs of Lake Michigan Connection Improvements - NRW													
14	Coordinate/Confirm Best Available Future DWC Rates													
15	Coordinate with Spear/Stantec on Bond Payments for Lake Michigan Imp.													
16	Assemble CIP costs and WM Replacement													
17	Review and Update Maintenance Schedules and Costs (5, 20 yr Proj)													
18	Project NRW Cost Impacts													
19	Evaluation of Historical Revenues and Project Future Water Revenues													
20	Evaluation of Historical Expenses and Project Future Water Expenses													
21	Internal Progress Meeting - Preparation and Attendance													
22	Project Meeting No. 3 - Revenues and Expenses													
23	Review Unincorporated to Incorporated Rate Ratio													
24	Develop Base Service Charge and Rate Options (Maximum of 5)													
25	Develop Base Service Charge/Rate Comparisons													
26	Preparation for Progress Meeting No. 4 With City Staff													
27	Internal Discussion Regarding Rate Options													
28	Revisions to Rate Options Based on Internal Comments													
29	Internal Progress Meeting - Preparation and Attendance													
30	Project Meeting No. 4 - Rate Options													
31	Revisions to Rate Options Based on City Comments													

REPORT & PRESENTATION														
32	Prepare Draft Report For City For Review													
40	Prepare Draft Presentation For City Staff Review													
41	Internal Progress Meeting - Preparation and Attendance													
42	Project Meeting No. 6 - Review Draft Report and Presentation													
43	Finalize Report													
44	Finalize Presentation													
45	Project Meeting No. 7 - City Council Presentation													





Engineering Enterprises, Inc.

ATTACHMENT E - STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00



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 #1

Tracking Number

CC 2024-35

Agenda Item Summary Memo

Title: Liquor Code Amendment – Water Parks

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: CC – 5/14/24

Action Taken: Council approved the amendment to the liquor code ordinance and approved an amendment to the proposed ordinance.

Item Number: CC 2024-35

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Jori Behland

Name

Administration

Department

Agenda Item Notes:



Memorandum

To: City Council
From: Jori Behland, City Clerk
CC: Bart Olson, City Administrator
Date: May 28, 2024
Subject: Liquor Code Amendment – Water Parks

Summary

Adding the approved amended language to the Ordinance Amending Title 3, Chapter 3 of the Code of Ordinances Creating a New Liquor License Class and Fee for Water Parks.

Background

This item was thoroughly discussed and reviewed at the May 14th City Council meeting. The Council approved the liquor code amendment at that meeting by adding a new liquor class for water parks. Prior to the approval of the new liquor class, the Council also approved an amendment to the proposed ordinance requiring wristbands to purchase or consume beer, wine, and liquor on the park grounds.

The amended language has been added to Title 3, Chapter 3, Section 4, Subsection (A)(4) of the Code of Ordinances by adding the following requirements to the water park liquor class:

- d. No beer, wine, or liquor shall be sold or served to anyone not wearing a wristband provided by the water park. No beer, wine, or liquor shall be consumed on the premises without wearing a wristband provided by the water park. Wristbands will only be provided to individuals twenty-one years or older who present a valid driver's license or state identification card.

For your convenience and reference, please find attached the redline version of the Ordinance and a clean final version, ready for implementation.

Recommendation

This is an informational item.

Ordinance No. 2024-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AMENDING TITLE 3, CHAPTER 3 OF THE CODE OF ORDINANCES
CREATING A NEW LIQUOR LICENSE CLASS AND FEE**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to section 5/4-1 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/1-1 et seq.) the Mayor and City Council have the power to determine the number, kind and classification of liquor licenses and the regulations for the sale of alcoholic beverages; and in addition pursuant to its powers to protect the public’s health, welfare and safety this Ordinance is hereby adopted.

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

Section 1. Title 3, Section 3-3-1 of the Code of Ordinances of the City is hereby amended by adding the following definition for a water park:

H. Water park: A water park is an amusement park that has a minimum of ten (10) total acres that features water play areas such as swimming pools, water slides, splash pads, water playgrounds, and lazy rivers, as well as areas for floating, swimming, and other aquatic recreation.

Section 2. That Title 3, Chapter 3, Section 4, Subsection (A)(4) of the Code of Ordinances of the City is hereby amended by adding the following new classification for a liquor license:

WP - Water Parks.

- a. Authorizes a licensee to sell beer, wine, and liquor for consumption on the premises within designated areas of the water park approved by the City Liquor Control Commissioner.

b. The sale and consumption of beer, wine, and liquor are permitted between the hours of 10:00 a.m. to 6:00 p.m. (unless otherwise extended by the City Liquor Control Commissioner at his discretion)

c. Beer, wine, and liquor are to be served in non-glass containers only.

e.d. No beer, wine, or liquor shall be sold or served to anyone not wearing a wristband provided by the water park. No beer, wine, or liquor shall be consumed on the premises without wearing a wristband provided by the water park. Wristbands will only be provided to individuals twenty-one years or older who present a valid driver's license or state identification card.

Section 3. Title 3, Section 3-3-5, Subsection B of the Code of Ordinances of the City is hereby amended by adding the following to number 4 under said Subsection B:

WP – Water Park \$1,050.00

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 _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

MAYOR

Ordinance No. 2024-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AMENDING TITLE 3, CHAPTER 3 OF THE CODE OF ORDINANCES
CREATING A NEW LIQUOR LICENSE CLASS AND FEE**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to section 5/4-1 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/1-1 et seq.) the Mayor and City Council have the power to determine the number, kind and classification of liquor licenses and the regulations for the sale of alcoholic beverages; and in addition pursuant to its powers to protect the public’s health, welfare and safety this Ordinance is hereby adopted.

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- c. Beer, wine, and liquor are to be served in non-glass containers only.
- d. No beer, wine, or liquor shall be sold or served to anyone not wearing a wristband provided by the water park. No beer, wine, or liquor shall be consumed on the premises without wearing a wristband provided by the water park. Wristbands will only be provided to individuals twenty-one years or older who present a valid driver's license or state identification card.

Section 3. Title 3, Section 3-3-5, Subsection B of the Code of Ordinances of the City is hereby amended by adding the following to number 4 under said Subsection B:

WP – Water Park \$1,050.00

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 _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

MAYOR



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" 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 2024-44

Agenda Item Summary Memo

Title: Parks & Recreation Skid Steer Purchase Approval

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:

Memorandum



To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Date: May 16, 2024
Subject: Parks & Recreation Skid Steer Purchase Approval

Subject

Parks & Recreation Skid Steer Purchase Approval

Background

As part of the of the approved Fiscal Year 2025 City budget, the City designated \$55,000 in Parks & Recreation capital funds for a new skid steer. There is a picture attached of the equipment piece.

A skid steer, sometimes called a skid loader or wheel loader, is a compact, multipurpose piece of construction equipment often used for digging. It's maneuverable, lightweight and its arms can attach to different tools for various construction and landscaping jobs. The current City owned unit is nearly ten years old and is past its useful life span. Staff is proposing to replace the current Takeuchi model with a similar unit. As part of this purchase process, the current unit would be used as a trade with a trade-in value of \$27,000. The sales order is attached.

Some of the benefits to purchasing a similar skid steer unit are as follows:

- a) Staff is already familiar with the daily operation and maintenance of this equipment model.
- b) It would also allow for a seamless use of several attachment pieces that have already been purchased for the current unit.
- c) McCann was the original dealer that the City used to purchase the current unit from and where staff purchases needed parts.
- d) Staff is very pleased with McCann services and it is located in Bolingbrook.

The purchase process would consist of the following:

- 1) The New 2024 Takeuchi TL10V2-CRHRP Skid Steer purchase amount is \$72,440.
- 2) Trade-In the 2015 Takeuchi TL8 Skid Steer in the amount of \$27,000.
- 3) Use \$45,440 of the \$55,000 designated capital funds to pay the difference of the new purchase price, minus the trade in amount.

Recommendation

Staff seeks City Council approval to purchase in Takeuchi TL10V2-CRHRP Skid Steer in the sales price of amount of \$72,440, with the City trading in the 2015 unit for \$27,000 and using \$45,440 of the Parks & Recreation Capital Funds to complete the purchase process.

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE PURCHASE OF A SKID STEER FROM McCANN INDUSTRIES, INC., IN AN AMOUNT NOT TO EXCEED \$45,440

WHEREAS, the United City of Yorkville (the “*City*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City’s Municipal Code provides that the City may approve contracts for supplies and equipment that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City’s current skid steer is past its useful lifespan at nearly 10 years old and the City has therefore determined the skid steer is in need of replacement; and

WHEREAS, the City has \$55,000 set aside in the Fiscal Year 2025 budget for the purchase of a skid steer; and

WHEREAS, McCann Industries, Inc. (the “*Supplier*”), an Illinois corporation, is a supplier of construction equipment, and has provided the City with a quote (the “*Quote*”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, pursuant to the provisions of the Quote, the Supplier has offered to accept the City’s current skid steer at a trade-in value of \$27,000, and shall provide the City with a replacement skid steer for an amount not to exceed \$45,440, after the trade-in value of the current skid steer has been deducted from the full price of a new skid steer; and

WHEREAS, the City’s current skid steer was purchased from the Supplier, the City has a good relationship with the Supplier, and the Supplier is conveniently located for any potential future maintenance needs; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the purchase of the skid steer from the Supplier in accordance with the provisions of the Quote.

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

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2. In consideration of the foregoing recitals, the City Administrator is hereby authorized and directed to proceed with the purchase of the skid steer, as described in the Quote, from McCann Industries, Inc.

Section 3. 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. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

MAYOR

Attest:

CITY CLERK

EQUIPMENT SALES ORDER

CUSTOMER/PURCHASER NAME Ryan Horner				CUSTOMER NUMBER UNITE008		ORDER DATE 5/8/2024	
D/B/A United City of Yorkville				ACCOUNT MANAGER 062		CUSTOMER PO #	
STREET ADDRESS 800 GAME FARM ROAD				WRITTEN BY JRB		CUSTOMER JOB #	
CITY Yorkville		STATE IL		ZIP 60560		COUNTY Kendall	
CELL PHONE		BUSINESS PHONE 630 553 4370		BUSINESS FAX		E-MAIL rhorner@yorkville.il.us	

NO DELIVERY OF GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED

DELIVERY TO BE MADE ON OR BEFORE				OR AS SOON AS POSSIBLE				
DELIVERY ADDRESS (IF DIFFERENT FROM ABOVE)						CITY, STATE		ZIP
QUANTITY			YEAR	HOURS	MAKE, MODEL, DESCRIPTION	SERIAL NUMBER	CASH PRICE EACH ITEM	
NEW	USED	RENTAL						
X			2024	5+/-	Takeuchi TL10V2-CRHRP High Flow	TBD	\$ 72,440.00	
					Cab w Heat & A/c, Hyd Coupler	High Flow Aux Hyd w Elec.	\$	
					Lexon Door, ROPS & FOPS Protection	72" HD BOCE Bucket	\$	
							\$	
					24 Mo / 2000 Hr Full Machine Warranty		\$	
							SELLING PRICE	\$ 72,440.00

TRADE-IN EQUIPMENT

TRADE-IN SHIP TO: Bolingbrook McHenry Schererville

TRANSPORTATION TO BE PAID BY: CUSTOMER MCCANN

YEAR	HOURS	DESCRIPTION			TRADE ALLOWANCE	AMT OWING	NET TRADE ALLOWANCE	OWED TO WHOM	NOTE #
		MAKE	MODEL	SERIAL#					
2015	1800+/-	Takeuchi	TL8 HF	200801830	27,000.00		27,000.00		
							0.00		
							0.00		
TOTAL TRADE ALLOWANCE					27,000.00	0.00	27,000.00		

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except as shown above.

OTHER FEES

1. Doc Fees	\$ _____
2. License & Title	\$ _____
3. Extended Service Contract	\$ _____
4. Physical Damage Insurance	\$ _____
5. Total Other Fees (1+2+3+4)	\$ 0.00

1. SELLING PRICE	\$ 72,440.00
2. TRADE ALLOWANCE (per above)	\$ 27,000.00
3. NET PRICE (1-2)	\$ 45,440.00
4. LOCAL SALES TAX	Exempt City Rate 0.00% \$ 0.00
5. AMOUNT OWING	\$ 0.00
6. FREIGHT	\$ _____
7. OTHER FEES (per left column)	\$ 0.00
8. TOTAL PRICE (3+4+5+6+7)	\$ 45,440.00
9. CASH WITH ORDER	\$ _____
10. RENTAL CREDIT (per left column)	\$ 0.00
11. BALANCE ON DELIVERY (8-9-10)	\$ 45,440.00

RENTAL CREDIT CALCULATION

1. # Months	_____
2. Monthly Rental Rate	\$ _____
3. Total Rental (1x2)	\$ 0.00
4. % Credit Granted	0.00%
If purchased within:	
0-30 days.....100% applied	
31-60 days.....90% applied	
61 & after.....85% applied	
5. Rental Credit (3x4)	\$ 0.00

TERMS: CASH ON DELIVERY
 RETAIL INSTALLMENT CONTRACT (Terms Subject to Credit Approval)
 If retail contract, indicate desired length of contract _____ years
 If retail contract, indicate desired interest rate _____ %
 LKE Exchange Transaction

Notification is hereby provided that McCann Industries, Inc. has assigned to a qualified intermediary its rights to sell any rental assets listed within this document as part of a like-kind exchange

PLEASE SEE REVERSE SIDE FOR TERMS AND SIGNATURE

ALL TERMS SUBJECT TO CREDIT APPROVAL PAGE 1 OF 2

BASE WARRANTY ON EQUIPMENT

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

NEW CASE PRODUCT WARRANTY or qualified Case warranty

WARRANTIES PROVIDED BY THE SELLER ON NEW CASE PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

NEW - Other manufacturer's warranty

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OF WARRANTIES unless otherwise stated in writing below.

EXTENDED SERVICE CONTRACT

_____ Accept _____ Decline \$ _____ Deductible

Full Machine Power Train Power Train + Hydraulics Power Train + Electronics 2000 Hours 24 Months

purchased, the term of the extended service contract begins concurrently with the base warranty start date and ends with extended service contract expiration date or maximum hours (whichever comes first).

PREVENTATIVE MAINTENANCE PACKAGE

_____ Accept _____ Decline

Quote Number _____ Initial _____ Initial _____

Purchase Price \$ _____ Term: _____ Years _____ Hours Financed with Machine: Yes No

PREVENTATIVE MAINTENANCE PACKAGE SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

PHYSICAL DAMAGE INSURANCE

_____ Accept _____ Decline \$ _____ Deductible

Premium Calculation:
$$\begin{matrix} \text{Selling Price of Equipment} \\ \text{(excluding sales tax)} \end{matrix} \times \begin{matrix} \text{Monthly} \\ \text{Rate} \end{matrix} \times \begin{matrix} \text{Number of} \\ \text{Months} \end{matrix} = \begin{matrix} \text{Total} \\ \text{Premium} \end{matrix}$$

\$ _____ X _____ X _____ = \$0

SALES AGREEMENT

The Customer requests that McCann Industries, Inc. ("hereinafter referred to as "McCann"), sell, rent, loan, demo, service, and repair goods and equipment on account in consideration of which the Customer and McCann agree as follows:

Payment for equipment is due at time of order and in no event shall equipment be delivered prior to full settlement. The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by McCann according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1-1/2% per month of the Customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance. Customer agrees to pay McCann a reasonable processing fee to cover any check returned by Customer's bank as unpaid. If the Customer fails to pay pursuant to the terms of this agreement and McCann elects to take action to collect this Account, the Customer shall pay all costs incurred by McCann including, but not limited to: Attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. THE CUSTOMER ASSIGNS AS SECURITY FOR ANY INDEBTEDNESS INCURRED OR TO BE INCURRED TO MCCANN UNDER THIS ACCOUNT ALL OF THE CUSTOMER'S PRESENTLY OWNED AND EXISTING AND HEREAFTER ACQUIRED AND ARISING: ACCOUNTS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CHATTEL PAPER, EQUIPMENT, INVENTORY, AND ALL PROCEEDS OF THE FOREGOING COLLATERAL. CUSTOMER APPOINTS ANY REPRESENTATIVE OF MCCANN AS CUSTOMER'S ATTORNEY-IN-FACT TO SIGN AND FILE A UCC-1 FINANCING STATEMENT TO PERFECT THE SECURITY INTEREST. THIS TRANSACTION SHALL BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS, AND JURISDICTION AND VENUE FOR THE HEARING FOR ANY MATTER IN DISPUTE SHALL BE WITH THE DUPAGE COUNTY CIRCUIT COURT OF ILLINOIS. Customer waives any right to a jury trial and any right to file a Counter-Claim in any action to enforce this agreement. At McCann's sole discretion, any deposition will take place in DuPage County.

Time is of the essence of this contract and if Customer fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness or contract held by the McCann or Assignee, or if proceedings are instituted against Customer under any bankruptcy or insolvency law or Customer makes an assignment for the benefit of creditors or if for any reason the McCann deems himself insecure and so declares all payments heretofore made by Customer shall be retained by the McCann and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and McCann may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or McCann may require Customer to assemble the property and make it available at a place designated by McCann. McCann may resell the retaken property at public or private Sales in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Customer agrees to pay any deficiency upon demand by McCann, and surplus, however, shall be paid to Customer. Said retaking or repossession shall not be deemed rescission of the contract. McCann may exercise any other rights and remedies provided by applicable law. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased, loaned, used for demo or rented from McCann and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the sale, rental, demo or repair of any material or equipment. The Customer also acknowledges that it is its responsibility to comply with the manufacturer's instructions in regard to storage, preparation, mixing, and application of materials and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the materials. MCCANN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED AS TO THE EQUIPMENT'S MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. The Customer also waives any liability upon McCann for any direct, special, or consequential damages that Customer may suffer. The exact manner in which this equipment will be used and the qualifications of the user and the equipment or lack of equipment of the user are beyond the control of the McCann, therefore McCann expressly disclaims any responsibility for Customer's compliance or failure to comply with OSHA and/or other governmental safety or health regulations or standards.

The Customer authorizes any of its employees it sends to McCann to deliver or pick up equipment or materials, for purchase, loan, demo, rental, or repair, to sign demo, rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. If McCann's employees assist in loading or unloading, the Customer agrees to assume the risk of, and hold McCann harmless from, any property damaged or personal injuries attributable to the negligence of McCann, including McCann's employees. In the event the Customer directs McCann to deliver any material or equipment, and the Customer does not have a representative present at the time of delivery, the Customer authorizes McCann to leave the material and equipment at the designated place of delivery. Upon said delivery, the Customer will be responsible for said material and equipment. McCann's use of a purchase order number is for Customer's convenience and identification only. This agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the Customer has had possession, or the right to possession of the items charged. Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the agreement are the quantities delivered and (b) there are no visible defects in the material. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives McCann written notice by certified mail-return receipt requested within three (3) days of delivery, the Customer waives any claim he may have against McCann for any determinable deficiency or defect in said delivery, product, or repair, and any objection he may have to the amount of the invoice.

The Customer shall indemnify and hold McCann harmless against any and all claims, demands, liabilities, losses, damages, and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss damage, destruction, return, surrender, sale or disposition of the material and/or equipment purchased, loaned, used for demo or rented from McCann. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment. McCann shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of McCann, including but not restricted to acts of God, floods, fire, storm, acts of civil and military authorities, war and insurrections.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse Customer from strict performance. Customer authorizes McCann to insert the serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said equipment.

Customer represents that he has read and has been afforded the opportunity to read the terms of this agreement and agrees to be bound by them.

IT IS UNDERSTOOD THAT THIS IS THE ENTIRE AGREEMENT BETWEEN PARTIES AND IS SUBJECT TO ACCEPTANCE AT ADDISON, ILLINOIS.

ACCOUNT MANAGER: Charles "JR" Boerner	PURCHASER: _____ (COMPANY)	The United City of Yorkville
BY: _____ Authorized Signature	DATE: 5/8/2024	BY: _____ Authorized Signature
ACCEPTED: MCCANN INDUSTRIES, INC.	NAME: _____ Print Name	DATE: 5/8/2024
		TITLE: _____

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised. You are entitled to an exact and completely filled-in copy of this Contract when you sign it. Keep it to protect your legal rights.

REV. 7/2007

PAGE 2 OF 2

Park & Recreation Capital (25-225) - Vehicles / Equipment / Park Improvements Summary

Account Number	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	
<u>Description</u>	<u>Projected</u>	<u>Proposed</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Totals</u>
25-225-60-00-6070							
Vehicles	\$ 38,995	\$ 94,000	\$ 184,000	\$ 52,000	\$ 117,000	\$ 155,000	\$ 640,995
Pickup Truck	38,995	52,000	52,000	52,000	52,000	-	246,995
Pickup Truck	-	42,000	52,000	-	-	-	94,000
Recreation Van	-	-	38,000	-	-	45,000	83,000
Pickup Truck	-	-	42,000	-	-	-	42,000
Dump Truck	-	-	-	-	65,000	-	65,000
Utility Truck	-	-	-	-	-	55,000	55,000
Utility Truck	-	-	-	-	-	55,000	55,000
25-225-60-00-6060							
Equipment	\$ 107,913	\$ 219,000	\$ 115,000	\$ 135,000	\$ 77,000	\$ 41,000	\$ 694,913
Mower	13,359	15,000	15,000	16,000	16,000	16,000	91,359
Scissor Lift	9,650	-	-	-	-	-	9,650
Generator	2,398	-	-	-	-	-	2,398
Backhoe	13,090	-	-	-	-	-	13,090
Skid Steer	-	55,000	-	-	-	-	55,000
Watering Trailer and Tank	-	15,000	-	-	-	-	15,000
Safety Barriers	-	78,000	-	-	-	-	78,000
Gator	-	-	-	12,000	-	-	12,000
Forrester Attachment	-	31,000	-	-	-	-	31,000
Wing Mower	-	-	-	68,000	-	-	68,000
Fork Truck	-	-	25,000	-	-	-	25,000
Miscellaneous Recreation Equipment	8,000	15,000	15,000	15,000	15,000	15,000	83,000
Utility Brush Mower	-	-	-	8,000	-	-	8,000
Replace Trash Cans	13,500	10,000	10,000	10,000	10,000	10,000	63,500
Trailer	8,127	-	-	6,000	-	-	14,127
Paint Sprayer	-	-	-	-	20,000	-	20,000
Mower	33,199	-	-	-	16,000	-	49,199
Preschool Cabinets	1,500	-	-	-	-	-	1,500
Lighting Detectors	-	-	50,000	-	-	-	50,000
Storage Containers	4,740	-	-	-	-	-	4,740
Traffic Cones	350	-	-	-	-	-	350

Park & Recreation Capital (25-225) - Vehicles / Equipment / Park Improvements Summary (continued)

Account Number	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	
Description	Projected	Proposed	Projected	Projected	Projected	Projected	Totals
25-225-60-00-6010							
Park Improvements	\$ 417,332	\$ 186,000	\$ 160,000	\$ 220,000	\$ 185,000	\$ 560,000	\$ 1,728,332
Replace Turf - Baseball Outfields at Br	-	15,000	15,000	15,000	15,000	15,000	75,000
Playgrounds - Rotary Park	-	100,000	-	-	-	-	100,000
Playgrounds - Sleezer Park	76,092	-	-	-	-	-	76,092
Playgrounds - Kiwanis Park	73,726	-	-	-	-	-	73,726
Playgrounds - Countryside Park	27,266	-	-	-	-	-	27,266
Playgrounds - Rice Park	80,751	-	-	-	-	-	80,751
Playgrounds - Prestwick Park	62,763	-	-	-	-	-	62,763
Riverfront Concrete Project	-	25,000	-	-	-	-	25,000
Playground Installation Carry Over fro	-	46,000	-	-	-	-	46,000
Playgrounds - Cannonball Park	-	-	105,000	-	-	-	105,000
Playgrounds - Sunflower Park	-	-	-	85,000	-	-	85,000
Grande Reserve - Park C	-	-	40,000	-	-	-	40,000
Playgrounds - Bridge Park	-	-	-	70,000	-	-	70,000
Playgrounds - Raintree A Park	-	-	-	-	70,000	-	70,000
Playgrounds - Stepping Stones Park	-	-	-	-	100,000	-	100,000
Playgrounds - Bristol Bay Park	-	-	-	50,000	-	-	50,000
Playgrounds - Gilbert Park	-	-	-	-	-	60,000	60,000
Playgrounds - Bristol Station Park	-	-	-	-	-	125,000	125,000
Grande Reserve - Park F	-	-	-	-	-	120,000	120,000
Grande Reserve - Park G	-	-	-	-	-	120,000	120,000
Grande Reserve - Park H	-	-	-	-	-	120,000	120,000
Countryside Shelter	38,000	-	-	-	-	-	38,000
Countryside Installation	43,734	-	-	-	-	-	43,734
Kiwanis Installation	15,000	-	-	-	-	-	15,000
Grand Totals	\$ 564,240	\$ 499,000	\$ 459,000	\$ 407,000	\$ 379,000	\$ 756,000	\$ 3,064,240

All purchases existing Vehicles and Equipment, unless noted otherwise (highlighted in blue).

New additions.



takeuchi

TL10V2
takeuchi
High Flow





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 2024-45

Agenda Item Summary Memo

Title: Selection of Mayor Pro Tem

Meeting and Date: City Council – May 28, 2024

Synopsis: Mayor Purcell is requesting that Alderman Transier serve as Mayor Pro Tem for the Fiscal Year 2025. The motion has been drafted accordingly.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Mayor John Purcell
Name Department

Agenda Item Notes:

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2013-31

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 16th day of May, 2013

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on May 22, 2013.

Ordinance No. 2013- 31

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

WHEREAS, the United City of Yorkville (the “City”) is a duly organized and validly existing non-home-rule municipality created in accordance with Article VII, Section 7 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the City Council of the United City of Yorkville first passed a Procedural Ordinance on November 8, 2011 as Ordinance 2011-65, and revised said ordinance on April 24, 2012 as Ordinance 2012-09 and again on October 9, 2012 as Ordinance 2012-33; and,

WHEREAS, the City Council of the United City of Yorkville, in accordance with the Illinois Compiled State Statutes, has the right to determine procedures for organizing and conducting all meetings of the City Council acknowledging that the City is bound by certain state and federal laws as well as legal precedents which cannot be supplanted by City ordinance; and,

WHEREAS, in keeping with this right, the City Council has adopted Roberts Rules of Order to outline the procedure to be followed during meetings and to regulate the actions of Council members and the public in attendance at such meetings; and,

WHEREAS, the City Council has discussed implementing additional procedures to supplement Roberts Rules of Order regarding City Council meetings and the four standing committees of the City Council – Administration, Economic Development, Public Safety and Public Works.

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

Section 1. Procedures for City Council Meetings:

- a. City Council Meetings shall be regularly scheduled to convene on the 2nd and 4th Tuesday of each month at 7:00 p.m. in the City Hall Council Chambers.

- b. Citizens in attendance at any meeting of the City Council shall be entitled to address the City Council on any agenda item prior to the Council's consideration of the Consent Agenda in order to permit the work of the City Council to proceed. Citizens shall be entitled to address the City Council on any matter immediately prior to adjournment.
- c. No application presented during a public hearing shall be voted on during the same City Council meeting in which that public hearing is held. This provision may be waived by a supermajority of the City Council.
- d. City Council meeting agenda items may be added by the Mayor, consent of four (4) aldermen, or direction from a committee.
- e. The Mayor shall preside over City Council meeting as the Chairman, unless the Mayor is unavailable, at which time the Mayor Pro Tem shall preside.
- f. The City Council shall appoint the Mayor Pro Tem at the first City Council meeting each May. The appointment shall occur by calling for open nominations at the meeting, and then a roll call votes on the nominations.

Section 2. Procedures for Committee Meetings:

- a. Committee meetings shall be regularly held monthly, at the dates, times and locations as approved by the Committees.
- b. The Mayor shall be a non-voting member of all standing committees.
- c. The Mayor shall select committee rosters at the first City Council meeting in May following a municipal consolidated election (i.e. every two years).
- d. Committee rosters may be switched by mutual, unanimous consent of the aldermen trading seats and the Mayor.
- e. The Mayor shall select committee chairmen and vice-chairmen.
- f. Any alderman may add any agenda item to any committee agenda.
- g. Chairmen shall select liaisons to other organizations and boards by any means they deem necessary, provided that the other organizations by-laws may govern the selection of the liaison.
- h. The four committees shall be:
 - i. Administration
 - ii. Economic Development
 - iii. Public Safety
 - iv. Public Works
- i. Each committee shall be presided over by its chairman, or in the absence of the chairman, the vice-chairman.
- j. Committee meetings may be cancelled by the Chairman of the committee if there is not a quorum of the members present, or there are no agenda items which require action by a committee.

- k. When moving items from the committee agenda to a City Council agenda, the committee shall make a recommendation whether that item should be on consent agenda or the committee's report. If on the committee's report, the committee shall make a recommendation whether the item is up for first reading, or is on the City Council agenda for action.

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 16 Day of MAY, A.D. 2013.

Beth Wanen
CITY CLERK

CARLO COLOSIMO	<u>Y</u>	KEN KOCH	<u>Y</u>
JACKIE MILSCHEWSKI	<u>Y</u>	LARRY KOT	<u>Y</u>
JOEL FRIEDERS	<u>Y</u>	CHRIS FUNKHOUSER	<u>Y</u>
ROSE ANN SPEARS	<u>Y</u>	DIANE TEELING	<u>Y</u>

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 21 Day of MAY, A.D. 2013.

Nancy J. Golinski
MAYOR



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 #4

Tracking Number

CC 2024-46

Agenda Item Summary Memo

Title: Williams Group Redevelopment Agreement – Sale of Old Post Office

Meeting and Date: City Council – May 28, 2024

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: May 23, 2024
Subject: Sale of Old Post Office, exchange of property

Summary

Consideration of an ordinance selling the Old Post Office at 201 W Hydraulic to the Williams Group, acquisition of a parcel next to the Old Post Office by the City from the Williams Group, and a redevelopment agreement covering rehab of the Old Post Office building with a sales tax incentive agreement.

Background

The building at 201 W Hydraulic was purchased by the City from the US Postal Service in 2006 at \$275,000. Since then, the building has been used primarily for various Parks and Recreation programming space. In anticipation of a future sale of the property, Parks and Recreation scaled back use of the facility for programming, and the last Parks and Recreation program in the space is scheduled through the end of June.

After the completion of the Fox Republic Brewing space in the Bridge Street Plaza building, the Williams Group expressed interest in purchasing the 201 W Hydraulic building a few months ago. The Mayor and staff have been working on the details of a sale and redevelopment agreement of the space, reflected in the likely-final documents presented in the City Council packet. At time of packet creation, there was one final and unresolved discussion about the closing date and deadline for a building permit of the renovation of the building (which will be explained in detail below).

There are three documents in the packet – the ordinance authorizing the real estate purchase and sale, the real estate purchase and sale agreement itself, and the agreement covering the redevelopment provisions of the entire deal. Effectively, these three documents would sell the building and property at 201 W Hydraulic to the Williams Group, acquire a 10,000 s.f. parcel from the Williams Group, and govern the redevelopment of the property in the following manner:

- 1) Page 1, Paragraph 1.2 of the Contract for Purchase and Sale of Real Estate
 - a. As part of the sale of the Old Post Office to the Williams Group, the City will receive a ~10,000 square foot parcel to the east of the Old Post Office. This parcel is numbered 02-32-278-008 and will be used by the City to expand the public parking lot in the adjacent area to the east.
- 2) Page 2, Paragraph 2.1a of the Contract for Purchase and Sale of Real Estate

- a. The purchase price for the Old Post Office will be set at \$180,000, with \$10,000 of earnest money due immediately. This purchase price reflects the inclusion of the property being sold by the Williams Group to the City (i.e. the City will not cut a check for purchase of the 10,000 s.f. lot).
- 3) Page 3, Paragraph 4.1 of the Purchase and Sale of Real Estate
 - a. The expected latest closing date is September 30, 2024. This closing date deadline is not expected to change.
 - 4) Page 2, Paragraph 2.2 of the Redevelopment Agreement
 - a. On the 10,000 s.f. lot to be acquired by the City, the City agrees to pave and stripe a parking lot (estimated cost \$50,000 to \$100,000) on the property by 60 days from receiving a notice from the Williams Group that a tenant will be occupying the building.
 - 5) Page 2, Paragraph 2.3 and 2.4 of the Redevelopment Agreement
 - a. Within 60 days of the real estate closing and at the developer's cost, the developer shall extend the watermain to their property. After the watermain extension is complete and at the City's cost (estimated at less than \$5,000), the City agrees to patch the street and sidewalk where the watermain extension occurred, subject to weather conditions and asphalt availability.
 - 6) Page 2, Paragraph 3.1 of the Redevelopment Agreement
 - a. The developer agrees to pull a building permit and start the rehab work on the building by December 31, 2024. This building permit deadline date is in final discussions between the City and the developer, and may change between packet creation (Thursday, May 23) and the City Council meeting (Tuesday, May 28).
 - 7) Page 2, Paragraph 3.2 of the Redevelopment Agreement
 - a. The developer agrees to invest between \$100,000 and \$415,000 on the property.
 - 8) Page 3, Paragraph 4.1 and all subsections of the Redevelopment Agreement
 - a. The City agrees to rebate 50% of the 1% normal sales tax on the property to the developer, up to a maximum of the amount actually spent on the redevelopment agreement or \$415,000 (whichever amount is less) and further capped at 10 years from opening of the first tenant on the property

Recommendation

Staff recommends approval the ordinance and companion agreements on 201 W Hydraulic Ave.

Ordinance No. 2024-_____

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND THE WILLIAMS GROUP, 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 5/1-1-1, *et seq.*); and

WHEREAS, the City is engaged in the revitalization of its downtown commercial district which includes the property commonly known as 201 W. Hydraulic Avenue, identified by parcel index number 02-32-278-007 (the “*Subject Property*”) which is owned by the city and previously used as a daycare center operated by the City’s Department of Park and Recreation; and

WHEREAS, the City receives a 1% municipal service and occupation tax (the “*Tax*”) from retail sales at businesses to which the Tax is applicable within the City’s corporate boundaries, including within the City’s downtown commercial district; and

WHEREAS, the City has received a proposal from the Williams Group, LLC, an Illinois limited liability company (the “*Developer*”), to acquire and redevelop the Subject Property, which is improved with a single-story vacant building, and rehabilitate and repurpose the structure for commercial uses as permitted by its zoning classification of B2- Mixed Use Business District (the “*Project*”); and

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have determined that in order to induce the Developer to undertake the Project at the Subject Property, it is in the best interests of the City, and the health, safety, morals, and welfare of the residents of the City, for the City to reimburse the Developer a portion of the Tax generated from retail sales

at the Subject Property for certain project costs, in accordance with the terms and conditions as set forth in the attached Redevelopment Agreement by and between the City and the Developer.

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

Section 1. That the Redevelopment Agreement between the United City of Yorkville, Kendall County, Illinois and the Williams Group, LLC, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

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

Section 3. This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and City Council 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. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2024.

MAYOR

Attest:

CITY CLERK

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND THE WILLIAMS GROUP, LLC**

THIS REDEVELOPMENT AGREEMENT (“*Agreement*”) is entered into as of the _____ day of _____, 2024 (“*Effective Date*”) by and between the United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation (the “*City*”), and The Williams Group, LLC, an Illinois limited liability company (the “*Developer*”).

In consideration of the mutual covenants and agreements set forth in this Agreement, the City and Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 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.

1.2 The City is engaged in the revitalization of its downtown commercial district which includes the property commonly known as 201 W. Hydraulic Avenue, identified by parcel index number 02-32-278-007 (the “*Subject Property*”) which is owned by the city and previously used as a daycare center operated by the City’s Department of Park and Recreation.

1.3 The City has the authority pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

1.4 The Developer has submitted a proposal to the City to acquire and redevelop the Subject Property which is improved with a single story vacant building with approximately 5,000 square feet. The Developer proposes to rehabilitate and repurpose the structure for commercial uses as permitted by its zoning classification of B-2 Mixed Use Business District (the “*Project*”).

1.5 The Developer has advised the City that in order to acquire and redevelop the Subject Property, it shall require an estimated investment of approximately \$100,000 to \$415,000 and therefore it is not economically feasible to proceed without financial assistance due to the extraordinary costs to undertake the Project.

1.6 The City desires to sell the Subject Property to Developer for a price of \$180,000 but only in accordance with the terms and conditions and receipt of the purchase price to be paid

as set forth in the Contract for Purchase and Sale of Property, attached hereto as Exhibit A (the “*Contract*”) because the City believes the Project shall increase the tax base for the City and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for residents; improve the general welfare of the community; and, therefore, is prepared to reimburse the Developer for certain costs associated with the Project, subject to the terms of this Agreement. Terms used in this Agreement shall have the same meaning as the terms in the Contract.

ARTICLE 2: MUTUAL UNDERSTANDINGS AND OBLIGATIONS

2.1 Upon approval of the Agreement by the parties hereto, the Contract shall be deemed to be approved as if it were fully restated herein. It is understood and agreed that a default under the Contract shall be deemed as a default of this Agreement; provided however, a default under the Contract shall not require a thirty (30) day prior written notice as required for a breach of this Agreement pursuant to Article 6.

2.2 The Developer agrees to convey the “Adjacent Property”, as defined in the Contract, to the City for use as a parking lot, which the City shall pave and stripe and the Developer agrees to construct an ADA walkway and stairs to the City’s parking lot on the permanent easement it intends to retain (collectively the “*Parking Lot Project*”). The Parking Lot Project shall be completed within sixty (60) days after receipt of notice from the Developer that a tenant shall commence occupation of the Subject Property, all as hereinafter provided.

2.3 Within sixty days of the Closing as stated in the Contract which shall occur on or before September 30, 2024, the Developer shall commence the installation of a water line to serve the Subject Property and the City agrees to patch the street and sidewalk upon completion of the water line installation by the Developer.

2.4 The Parking Lot Project and the patching of the street and sidewalk due to the installation of a water line shall be done to the extent weather permits and asphalt is available.

ARTICLE 3: DEVELOPER OBLIGATIONS

3.1 On or before December 31, 2024 the Developer shall obtain all required permits and commence the redevelopment of the Subject Property to provide no less than 1,500 square feet of retail space.

3.2 The Developer covenants and agrees to invest no less than \$100,000 nor more than \$415,000 (the “*Total Investment*”) to rehabilitate and redevelop the Subject Property, install the water line and construct the ADA walkway and stairs in addition to all costs of acquisition. Upon completion of the Project, the Developer shall deliver to the City all receipts, paid invoices and such documentation as needed to evidence the Developer’s Total Investment in the Subject

Property, which shall not include labor finished by the Developer.

3.3 The Developer covenants and agrees that the Project shall be completed in accordance with all applicable City Code and State laws within one year of issuance of permits and the City shall have issued a certificate of occupancy for the Subject Property.

3.4 The Developer covenants and agrees to pay all fines, fees, licenses, taxes (including real estate taxes) due or assessed upon the Subject Property throughout the term of this Agreement.

ARTICLE 4. CITY OBLIGATIONS

4.1 Upon receipt of all paid invoices, receipts and other evidence of the Total Investment and so long as no event of default has occurred under the Contract or no notice of an event of default under this Agreement has been issued and remains outstanding, the City agrees to reimburse the Developer its Total Investment in the amount as evidenced by such paid invoices, receipts or other documentation but in no event for an amount exceeding of \$415,000, subject to the following:

- (a) The City agrees to rebate to the Developer, 50% of the 1% municipal occupation and service tax generated from retail sales at the Subject Property in an amount not to exceed the Total Investment as documented pursuant to 3.2 until the first to occur:
 - (i) reimbursement to the Developer of the Total Investment of 100,000 or r \$415,000, whichever is less, as documented pursuant to 3.2; or
 - (ii) ten (10) years from the date of the occupancy of a tenant at the Subject Property which occupancy must occur no later than one year from the date of Closing.
- (b) Reimbursement shall be made quarterly to the Developer of fifty percent (50%) of the amounts received from the Illinois Department of Revenue as generated from the Subject Property.

ARTICLE 5: REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Developer's Representations, Warranties and Covenants. To induce the City to enter into this Agreement, Developer represents, covenants, warrants, and agrees that:

- (a) Recitals. All representations and understandings as set forth in Article 1 are true, complete, and accurate in all respects.

- (b) Organization and Authorization. Developer is an Illinois limited liability company duly formed and existing under the laws of the State of Illinois authorized to do business in Illinois, and Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as Developer is developing and constructing the Project.
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of Developer, or any restriction, organizational document, agreement, or instrument to which Developer, or any of its partners or venturers, is now a party or by which Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing. Any claim of Conflict or Breach made by either party in this Agreement shall be subject to all enforcement and cure provisions provided in Article in this Agreement.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or, to the best of Developer' s knowledge, threatened against Developer that would materially or adversely affect:
- i. The ability of Developer to proceed with the construction and development of the Subject Property;
 - ii. Developer's financial condition;
 - iii. The level or condition of Developer's assets as of the date of this Agreement; or
 - iv. Developer' s reputation

ARTICLE 6: ENFORCEMENT AND REMEDIES

6.1 Enforcement: Remedies. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, subject to the cure provisions provided in 6.2 hereof. Notwithstanding the

foregoing, Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

6.2 Notice; Cure; Self-Help. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 6, 30 days after notice of any breach delivered in accordance with Section 8.10 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in this Section; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Article, then, except as specifically provided otherwise in the following sections of this Article 6 and in addition to any and all other remedies that may be available either in law or equity, the party affected by the default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

6.3 Events of Default by Developer. Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- (a) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any of documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- (c) Developer's default in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement or in the Contract.
- (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal

bankruptcy laws, as now or hereafter constituted, or any other applicable federal bankruptcy, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.

- (e) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal bankruptcy, insolvency, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

6.4 Remedies for Default By Developer.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by Developer, the City may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this Agreement or the Contract.
- (b) In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then, and in every such case, Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City shall continue as though no such proceedings had been taken.

6.5 Indemnification by Developer: Agreement to Pay Attorneys' Fees and Expenses. Developer agrees to indemnify the City, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Property; or (ii) Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the City or any of the aforesaid parties in

connection with or as a result of : (i) the City's default under the provisions of this Agreement; or (ii) the act, omission, negligence or misconduct of the City or any of the aforesaid parties. If Developer shall commit an event of default and the City should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of Developer herein contained, Developer, on the City's demand, shall pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City, in the event the City is determined to be the prevailing party.

6.6 Events of Default by City. Any of the following events or circumstances shall be an event of default by the City with respect to this Agreement:

- (a) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
- (b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.
- (c) A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the City continues to diligently pursue its cure.

6.7 Remedies for Default by City. Subject to the provisions of this Agreement, in the case of an event of default by the City, the Developer may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the City's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the City to be

paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. In the event any action is maintained by the City against Developer, and the City is found to be the non-prevailing party, the City shall reimburse Developer for any costs and reasonable Attorney's fees incurred in enforcing claim under this Agreement as the prevailing party.

6.8 Maintain Improvements in Good and Clean Condition: Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by Developer of the Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by Developer or any agent of or contractor hired by, or on behalf of Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

6.9 Liability and Indemnity of City.

- (a) No liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Properties or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

- (b) Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may be asserted at any time against any of such parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the City as a result of a City event of default under this Agreement, claims that are made against the City that relate to one or more of the City's representations, warranties, or covenants under Article 4 and claims that the City, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

- (c) Defense Expenses. Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above.

6.10 No Implied Waiver of City Rights. The City shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the City, no failure to exercise at any time any right granted herein to the City shall be construed as a waiver of that or any other right.

6.11 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

ARTICLE 7. TERM

Term. This Agreement shall be in full force and effect upon its execution by the parties and terminate upon the first to occur: (i) the payment to the Developer of its Total Investment in the Subject Property not to exceed \$415,000; or, (ii) ten years from the date of occupancy by a tenant but in no extent more than eleven years after the Closing.

ARTICLE 8. NOTICES

8.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being

deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:

The Williams Group, LLC
107 S. Bridge St.
Yorkville, Illinois 60560
Attn: Edward L. Williams

Boyd Ingemunson
759 W John Street, Suite A,
Yorkville, Illinois 60560

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Attn: City Administrator

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, IL 60563
Attn: Attorney Kathleen Field Orr
FAX: (630) 682-0788
Email: kfo@ottosenlaw.com

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

ARTICLE 9. IN GENERAL

9.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the City and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a

waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

9.2 No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City or Developer.

9.3 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

9.4 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville

Attest:

By: _____
Mayor

By: _____
City Clerk

Date: _____, 2024

The Williams Group, LLC

By: _____

Date: _____, 2024

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Contract for Purchase and Sale of Real Estate ("Agreement") is entered into this _____ day of _____ 2024, between the United City of Yorkville, Kendall County, Illinois ("Seller"), and The Williams Group, LLC, an Illinois limited liability company, ("Purchaser").

In consideration of the Purchase Price being paid by Purchaser to Seller, as is more fully described below, and for the other mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Article I. Conveyance by Seller

1.1 Seller agrees to convey title to the property commonly known as 201 W. Hydraulic, Yorkville, Illinois, legally described on Exhibit A attached hereto ("Subject Property") on the date that the Purchase Price (as defined Article 2.1 below) is paid and all other considerations called for by this Agreement have been satisfied by Purchaser, by recordable Warranty Deed, subject to the following exceptions ("Permitted Exceptions"):

- (a) Building setback lines and restrictions of record;
- (b) Zoning and building ordinances;
- (c) Public utility easements;
- (d) Covenants and restrictions of record as to use and occupancy; and
- (e) A permanent easement along the northern edge of the Subject Property as legally described in Exhibit B attached hereto.

1.2 The consummation of this transaction is expressly acknowledged and agreed to be contingent upon the Purchaser's conveyance to the seller of that certain property identified by parcel index number 02-32-278-008 ("Adjacent Property") legally described in Exhibit C as a part of the Purchase Price, as hereinafter defined, in accordance with the terms and conditions set forth. Should Purchaser's conveyance of the Adjacent Property fail for any reason whatsoever to occur by the Closing Date, as hereinafter defined, then this Contract and each and every obligation of the Seller shall be null, void and of no further force and effect.

Article II. Purchase Price

- 2.1 Purchaser agrees to pay Seller as the Purchase Price the following:
- (a) One hundred eighty thousand dollars (\$180,000) with an earnest money deposit of \$10,000, the balance of which shall be due on the Closing Date set forth in 4.1 hereof by immediately available funds.
 - (b) Conveyance of the Adjacent Property to the Seller is subject to:
 - i. General taxes not due and payable;
 - ii. Public utility easements; and
 - iii. A permanent six foot easement along the west lot line of the Adjacent Property for the sole purpose of providing an ADA walkway and stairway to the parking lot servicing the Subject Property, legally described in Exhibit D attached hereto.

Article III. Seller's Deliverables

3.1 Upon execution of this Agreement, Seller shall, with respect to the Subject Property, and the Purchaser shall with respect to the Adjacent Property make available to each other the following items:

- (a) An ALTA survey with an effective date that is no earlier than the Effective Date of this Agreement prepared in accordance with the standards for an ALTA/ASCM survey;
- (b) Any and all zoning materials and documents in the possession of the Seller and Buyer respectively;
- (c) A title commitment issued by Chicago Title Company for the Subject Property from the Seller and a Title commitment from Chicago Title Company for the Adjacent Property from the Purchaser;
- (d) The most recent tax bills from the Purchaser relating to the Adjacent Property; and
- (e) Such other documents as the Seller and the Purchaser may reasonably request.

Article IV. Closing

4.1 The consummation of the transactions contemplated by this Contract (the "Closing") shall take place at the office of Chicago Title Company in Yorkville on or before September 30, 2024 (the "Closing Date");

4.2 On the Closing Date, Seller shall deliver or cause to be delivered to Purchaser the following instruments, documents and other items pertaining to the Subject Property and the Purchaser shall deliver or cause to be delivered to the Seller the following instruments, documents and other items pertaining to the adjacent property:

- (a) A Warranty Deed executed by Seller and appropriately acknowledged/notarized, conveying good and indefeasible fee simple title to the Subject Property to Purchaser, subject only to the Permitted Exceptions;
- (b) A Warranty Deed executed by Purchaser and appropriately acknowledged/notarized, conveying good and indefeasible fee simple title to the Adjacent Property to the Seller, subject only to permitted Exceptions;
- (c) An ALTA Owner's Policy of Title Insurance, issued by Chicago Title Company, insuring Purchaser and an Alta's Owner's Policy of Title Insurance insuring the Seller that each have good and indefeasible fee simple title to then respective properties, each in the amount \$180,000, taking exception for only the Permitted Exceptions, together with all such affidavits, certificates, agreements or other documents as Chicago Title Company may require from Seller in order to issue the Owner's Title Insurance Policy; and
- (d) Such evidence of the authority of each Seller or the Purchaser to consummate the Closing as Chicago Title Company may reasonably require;
- (e) Real property transfer declarations from the Seller and the Buyer required by the jurisdiction(s) in which the Subject Property and the Adjacent Property are

located;

- (f) A closing statement executed by Seller and Purchaser in the form acceptable to Chicago Title Company;
- (g) Such other documents as Chicago Title Company may reasonably request; and

4.3 Closing Costs: Seller shall pay for the survey, title insurance premiums, if any and all recording and escrow charges, and costs to establish easement for the Subject Property. Purchaser shall pay for the survey and costs to establish any required easement, title insurance premiums, all recording and escrow charges for the Adjacent Property.

4.4 Prorations: All debts, liabilities and obligations of the Seller and the Purchaser with respect to the Subject Property and the Adjacent Property, respectively, except general real estate taxes not then due and payable, shall be paid when due and satisfied. General real estate taxes shall be prorated based upon one hundred and five percent (105%) of the last ascertainable taxes.

Article V. Defaults

5.1 Default by Seller: In the event Seller shall default in its obligation to convey the Property to Purchaser in accordance with this Agreement for any reason except Purchaser's default or the permitted termination of this Contract by Seller and Purchaser, Purchaser may, as its sole and exclusive remedies for such default terminate this Agreement by written notice to Seller, in which event the Earnest Money Deposit, if any, shall be returned to Purchaser within ten (10) days after such termination.

5.2 Default by Purchaser: In the event Purchaser defaults in its obligation to purchase the Subject Property from Seller pursuant to this Contract as defaults in its obligations to convey the Adjacent Property to the Seller pursuant to this Contract and provided Seller is not in default, Seller shall have the right, as its sole and exclusive remedy for such default, to terminate this Agreement by written notice to Purchaser and Chicago Title Company, and upon any such

termination Chicago Title Company shall immediately deliver the Earnest Money Deposit, if any, to Seller as liquidated damages for such default.

Article VI. Miscellaneous

6.1 Notices: Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing and may be given by certified or registered mail, facsimile transmission, the emailing of a PDF file, or by courier or other means. If given by certified or registered mail, the notice shall be deemed to have been given and received three (3) business days after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and if given otherwise than by certified or registered mail, the notice shall be deemed to have been given when delivered to, or rejected/refused by, the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses, or, if given by facsimile transmission or by email, at the following FAX numbers or email addresses:

If to Purchaser, to:

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Mr. Bart Olson
Email: Bolson@yorkville.il.us

With a copy to:

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, IL 60563
Attn: Attorney Kathleen Field Orr
FAX: (630) 682-0788
Email: kfo@ottosenlaw.com

If to Seller, to:

The Williams Group, LLC
1905 Marketview Drive, Suite 255
Yorkville, IL 60560
Attn: Edward H. Williams

With a copy to:

Boyd Ingemunson
759 W John Street, Suite A,
Yorkville, Illinois 60560

Any party hereto may at any time, by giving five (5) days written notice to the other party hereto, designate any other address, FAX number or email address in substitution of the foregoing address to which such notice shall be given.

6.2 Entire Agreement: This Contract embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract.

6.3 Modification: Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

6.4 Applicable Law: This Contract shall be governed by, and construed in accordance with, the laws of the state of Illinois.

6.5 Venue: Any dispute arising between the Parties pursuant to this Contract shall be filed in the Circuit Court for the 23rd Judicial Circuit, Kendall County, Illinois.

6.6 Headings: Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Contract.

6.7 Binding Effect: This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6.8 Time of Essence: Time is of the essence of this Contract and of each covenant and agreement that is to be performed at a particular time or within a particular period of time. However, if the final date of any period which is set out in any provision of this Contract or the Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or of the State of Illinois, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday. As used herein, the word "day" or "days" mean calendar days, and the words "business day" or "business days" mean any day which is not a Saturday, Sunday or legal holiday under the laws of the United States or of the state of Illinois.

6.9 Invalid Provision: If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Contract.

6.10 No Third-Party Beneficiary: The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

6.11 Exhibits: The following exhibits attached hereto shall be deemed to be an integral part of this Agreement:

- (a) Exhibit A Legal Description of the Subject Property.
- (b) Exhibit B Legal Description of the Permanent Easement on the Subject Property;
- (c) Exhibit C Legal Description of the Adjacent Property
- (d) Exhibit D Legal Description of the Permanent Easement on the Adjacent Property

6.12 Termination of Contract: Notwithstanding anything seemingly to the contrary in this Contract, it is understood and agreed that if either Purchaser or Seller terminates this Contract pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement.

6.13 Further Assurances: Each party shall, when requested by the other party hereto, cause to be executed, acknowledged and delivered such further instruments and documents as may be necessary and proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Contract; provided, however, this Section 6.13 shall not be construed to increase the economic obligations or liabilities of either party hereto. This Section shall survive Closing.

6.14 Effective Date: The "Effective Date" of this Contract, as such term is referenced herein shall mean the date on which both Seller and Purchaser shall have executed this Contract and delivered executed copies to the other.

6.15 Counterparts; Electronic Delivery: This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature

pages. This Agreement may be executed and delivered by facsimile or other electronic means, with the same force and effect as an original.

6.16 Legal Authority: The Parties also warrant that they have the legal authorization to enter into and sign this Agreement on behalf of themselves, their successors and assigns.

Seller- United City of Yorkville

By: _____

Date: _____

Its: _____

Purchaser – The Williams Group, LLC

By: _____

Date: _____

Its: _____



United City of Yorkville Memo

800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
Fax: 630-553-7575

Date: January 31, 2006
To: Mayor and Aldermen
From: John Justin Wyeth, City Attorney
Cc: John Crois, City Administrator; Traci Pleckham, Finance Director
Bart Olson, Deputy City Clerk/Intern
Subject: Purchase Agreement for Old Post Office on Hydraulic

We have reached agreement on the format for the Purchase Agreement for the Old Post Office on Hydraulic. Forming the agreement was somewhat complicated by the desire to use TIFF funds if possible for the acquisition. The language has now been worked out, with approval from our TIFF Attorney, Kathy Orr as well as agreement by the US Postal Service in Colorado.

Just this week, the Postal Service has advised that another party may be able to bid unless they are assured that an agreement will be approved soon. I spoke with the Postal Service, and explained the reality of the Council agenda (next meeting for vote being February 14th). He asked for an agreement signed by the Mayor, and I explained that the Mayor's signature would not be binding upon the City, but only an indication of his approval of the document, itself. I went on to explain that this is similar to the familiar procedure of having staff shape the content of any agreement in advance of a council vote.

He appreciated my explanation, and offered that such an agreement with cover letter from me would preserve the City's exclusive right to the building pending the Council's opportunity to vote on February 14th.

A copy of my letter and the agreement are attached for your review. Based upon the council's prior discussion, and the terms as set in the agreement, I recommend that this agreement be approved.



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

January 31, 2006

Mr. Stephen Vera
U.S Postal Service, etc

Re: Yorkville Illinois Post Office on Hydraulic Street

Dear Mr. Vera:

Please find enclosed with this letter, a draft of the Agreement for Purchase which has been signed by the Honorable Arthur F. Prochaska, Jr., Mayor of the United City of Yorkville. As we discussed by telephone, Mayor Prochaska has signed this draft to indicate his approval of the form of the agreement – however, his signature is not binding upon the United City of Yorkville at this time. As I explained to you by telephone, the purchase of real estate requires the approval of the corporate authorities, and not the mayor acting alone. (See the enclosed Section 5/11-61-3 from the Illinois Municipal Code) The City Council's next meeting will be held on February 14, 2006, at which time it will have its next available opportunity to vote on the purchase.

Upon an affirmative vote in favor of the acquisition, the Mayor and City Clerk will sign a final draft of the Agreement and immediately forward it to you, along with the City's earnest money check in the sum of \$5,500, as required by paragraph 2 of the Agreement.

Pursuant to our telephone conversation, you have asked for the signed draft as an indication of the City's desire to enter into the purchase Agreement. This is also in furtherance of the Letter of Intent previously sent to you. On behalf of the City, the Mayor has indicated that he is happy to accommodate your request by sending the enclosed draft.

I look forward to following up from this letter with you after the February 14th City Council meeting.

Sincerely yours,

John Justin Wyeth
City Attorney

Cc: Mayor and City Council
Encl:

UNITED STATES POSTAL SERVICE

Agreement of Purchase and Sale

The City of Yorkville, Illinois, an Illinois Municipal Corporation ("Buyer") hereby agrees to purchase the United States Postal Service, an independent establishment of the Executive Branch of the United States Government ("Seller") Property described as follows:

Legal description attached as Exhibit A ("Property")

subject to the following terms and conditions.

1. **Price.** The purchase price will be \$275,000.00.
2. **Deposit.** Upon acceptance of this Agreement by the Seller, Buyer will submit a deposit of \$5,500.00 dollars (five-thousand-five-hundred-and-no/100's dollars), by certified or cashier's check made payable to the Escrow Agent identified in paragraph 12. Escrow Agent will hold this deposit in escrow by promptly placing the deposit in an interest-bearing bank account; Escrow Agent will provide the parties with all specific information concerning this account, including bank name, account number, etc. Escrow Agent will apply the deposit toward the purchase price at closing. Escrow Agent will return the deposit to Buyer if this Agreement is terminated pursuant to paragraphs 4, 5, or 12. Escrow Agent will forward the deposit to the Seller (at the Seller's option) upon any breach or default by Buyer pursuant to paragraph 16.
3. **Execution Requirements.** Buyer must attach to the Agreement of Purchase and Sale documentary evidence that establishes the authority of the person(s) executing the Agreement to bind the Buyer to the terms of this Agreement. As part of the attachment, Buyer must indicate how it operates; e.g., as an individual, partnership, or corporation.
4. **Buyer's Contingency.** This agreement will be conditioned upon creation of a downtown Tax Increment Finance (TIF) district including said property by June 30, 2005. If the TIF district has not been formed by this date, the Escrow Agent shall return the deposit to the Buyer and this agreement shall terminate.
5. **Inspection and Condition of Property.**
 - a. Seller grants permission to Buyer and its agents to enter upon the Property, subject to notice to and approval by Seller, for sixty (60) calendar days after acceptance of this Agreement ("Contingency Removal Date") to investigate every aspect of the condition and status of the Property, including, without limitation, consistency with zoning and use limitations, construction of the improvements, if any, the existence and/or availability of utility connections, soil and groundwater conditions, the presence of underground storage tanks and hazardous wastes or substances, and compliance or consistency with permits, approvals, and applications of or to governmental agencies in connection with the

Property. After conducting any such inspection, Buyer, at its sole expense, shall restore the Property to the condition that it was in prior to the study unless Seller expressly permits otherwise.

- b. Buyer may revoke this Agreement for any reason until 5:00 p.m. on the Contingency Removal Date. After that time, Buyer will be deemed to accept the Property on an "as is - where is" basis in every respect, without recourse, liability, or indemnification of any type from the Seller. In no event will a claim be allowed for price reduction or for rescission of the sale based upon the failure of the Property to correspond with the standard expected. The Seller makes no warranty or representation, express or implied, as to the Property's location, condition, size, description, compliance with laws, or its zoning or fitness for any purpose. Plans, title information, or other documents made available by the Seller are for information purposes only, and no express or implied warranty is made as to their accuracy.
- c. All reports, studies, and analyses, including environmental audits, ("Reports") obtained or prepared by Buyer relating to the Property shall be conspicuously labeled as a draft, and copies shall promptly be delivered to Seller. Prior to Closing, Buyer shall not disclose any Report to any party except pursuant to applicable statutory or regulatory requirements or the written consent of Seller, provided that Buyer may furnish a copy of the Reports, subject to this nondisclosure agreement, to Buyer's potential mortgagees or investors, or to any consultants who prepare or review a Report. If the sale under this Agreement does not close for any reason, Buyer shall promptly deliver all copies of the Reports to Seller, which shall become the exclusive property of Seller.
- d. Seller will provide notice to Buyer of any asbestos-containing building materials, underground storage tanks, or disposals or releases of hazardous or toxic contaminants or petroleum products, on or from the Property, which are known to Seller. All information and documents provided by Seller, which are without warranty of any kind whatsoever, are subject to the nondisclosure requirements of ¶5.b, and all copies shall promptly be returned to Seller if the transaction under this Agreement fails to close for any reason.

6. Notices. Any notice required herein will be effective if given in writing and delivered personally, or sent by certified, registered, or USPS Express Mail, to the receiving party at the mailing addresses contained herein. Notice by the Seller of acceptance or rejection of the Agreement will be given within thirty (30) calendar days from the Agreement's date of receipt. Processing of the Buyer's deposit will not, in itself, constitute acceptance. Failure by the Seller to respond will constitute rejection. Buyer authorizes the Seller to obtain its credit history from a consumer or other credit-reporting agency, and understands that the information may be considered in the evaluation of this Agreement.

7. General Provisions. The Agreement of Purchase and Sale includes all terms and conditions of the transaction, and supersedes all oral negotiations and prior writings. The Agreement may only be modified by a written document signed by both parties. Any assignment by Buyer of an interest under the Agreement without the consent of the Seller will be void. Rights, interests, and obligations of the parties are binding on their successors and assigns.

8. **Title.** The Property will be conveyed by Special Warranty Deed. Title will be subject to all existing easements, covenants, encumbrances, and interests of others, including, but not limited to, rights of way for streets, roads, highways, railroads, pipelines and public utilities, whether or not matters of public record, that are not objected to by Buyer by the Contingency Removal Date. The instrument of conveyance shall specify the Grantee as: City of Yorkville, Illinois, an Illinois Municipal Corporation

9. **Personal Property and Fixtures.**

- a. Seller's furnishings and equipment (lobby tables, chairs, file cabinets, etc.), unless affixed to the floor, wall or ceiling, shall be considered personal property not encompassed by this Agreement and shall be removed before Closing, unless the parties agree to a later date (such agreement shall not be unreasonably withheld by either party).
- b. Fixtures, such as scissors lift, counters, and security systems, shall remain with the Property, unless specifically itemized for removal by exhibit. Notwithstanding the above, artwork (murals, sculptures, etc.), post office boxes, and facility identification shall be considered personal property of the Seller and may be removed before Closing, depending on the historic status of the facility, unless the Seller makes separate arrangements with the Buyer.

10. **Other Provisions.**

- a. If the Property, in whole or in part, contains wetlands or is located in a 100-year floodplain, the instrument of conveyance must reference same and state that the Property may be restricted in use pursuant to federal, state, or local wetland and/or floodplain regulations.

11. **Risk of Loss before Closing.** Except as caused by acts or omissions of Buyer, its employees, agents, or contractors, the Seller will remain liable until closing for damage or destruction to the Property caused by fire or other casualty, but will have no obligation to repair the building(s) or any part damaged or destroyed. If the Seller does not repair the Property to its prior condition, Buyer's sole remedy will be a mutually agreed upon adjustment of the purchase price. If an adjustment cannot be agreed upon, either party may terminate this Agreement without liability.

12. **Closing.** The parties name Madison Title Agency (see Exhibit B) as Escrow Holder or Closing Agent ("Escrow Agent"). Closing will occur on a mutually agreeable Closing Date, not later than June 30, 2006, or such longer period as may be agreed upon by the parties in writing; ***provided***, in the event of any delay in completion of a replacement postal facility for use by Seller, the Closing Date shall automatically extend for a reasonable time period to enable Seller to maintain its full postal operations at the Property until the replacement facility is ready for occupancy, but in no event shall Closing be delayed beyond September 30, 2006. If Closing extends beyond aforesaid date, this contract will terminate and any deposit(s) returned to the buyer. At Closing, the Escrow Agent will wire the balance of the purchase price to:

JPMORGAN CHASE BANK
One Chase Plaza
New York, NY 10081-0001
ABA No. 021000021
Account No. 323164455
Account Name USPS MISC Deposit Account
REF: Balance of proceeds from sale of former Yorkville, IL, MPO
168676-G01, Randy Alder, 303-220-6547

and, at Buyer's option, provide the deed to Buyer or record the deed in accordance with local law. If the deed is provided to Buyer, Buyer must ensure that it is properly recorded, and provide the Seller with a copy of the recorded deed, within three (3) calendar days of the Closing Date. Buyer at Closing will assume possession of the Property. As of the Closing Date, Buyer will assume all obligations and liabilities of ownership, including, but not limited to, responsibility for maintenance, utility procurement and payments, taxes and assessments, and for personal injury, property damage, or loss or damage of any type relating to the Property.

13. Costs.

- a. **Regardless of local convention, and except for one-half of the Escrow Agent's fee, Buyer agrees that the Seller will not be obligated to pay for any costs incurred relating to this transaction, including, but not limited to, title evidence/insurance and costs, property surveys, insurance of any kind, taxes, recording fees, or environmental assessments, which costs will not be credited towards the purchase price.**
- b. Buyer warrants that no person or selling agency has been employed or retained to solicit or obtain this contract for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies employed by the supplier for the purpose of obtaining business.
- c. For breach or violation of this warranty, Seller has the right to annul this contract without liability or to deduct from the contract price or otherwise recover the full amount of the commission, percentage, brokerage fee, or contingent fee.

14. Indemnification. Buyer will indemnify the Seller for all costs, loss, damage, liability, or claims of whatever nature (including costs for defending against such claims or in enforcing this indemnity) arising out of any acts or omissions by Buyer, its employees, agents, or contractors relating to this Property or transaction.

15. Governing Law. This Agreement shall be governed and interpreted in accordance with federal law.

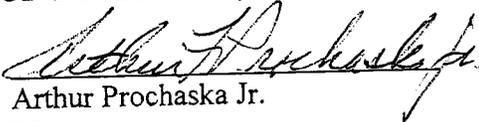
16. Default. This provision does not limit any obligations or indemnities of the parties contained elsewhere in this Agreement.

- a. In the event the sale of the Property does not close as provided herein because of a default of Buyer, including the Buyer delaying closing for any reason unless the delay is agreed to in writing in advance by the Seller, Seller may terminate all rights of Buyer to purchase the Property, and Agent shall forward the Deposit to Seller, and Seller shall receive and retain the Deposit as liquidated and agreed upon damages as Seller's sole remedy for such default. Buyer and Seller understand the impracticality and difficulty of fixing Seller's actual damages in the event of such default, and that the parties therefore agree that the Deposit represents a reasonable estimate of the actual damages which Seller would incur.
- b. In the event of default by Seller, Agent shall return the Deposit to Buyer. Under no circumstances shall Buyer be entitled to actual, special, or consequential damages, including, but not limited to, anticipated profits.

IN WITNESS HEREOF, this seal is set this day of _____

(Corporate seal)

CITY OF YORKVILLE, ILLINOIS

By: 
Title: Mayor

Address: 800 Game Farm Road
Yorkville, Illinois 60560

Phone: 630-553-4350
Fax: 630-553-7575

UNITED STATES POSTAL SERVICE

By: _____
Title: Contracting Officer

Date: _____

Address: 160 Inverness Dr W Ste 400
Englewood CO 80112-5005

Phone: 303-220-6547
Fax: 651-406-5814



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 #5

Tracking Number

CC 2024-47

Agenda Item Summary Memo

Title: Ordinance Authorizing the Acquisition of 121 East Van Emmon Street

Meeting and Date: City Council – May 28, 2024

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:

The packet material was not complete at the time of packet creation. It will be distributed via a
supplemental packet prior to the City Council meeting.



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2024-41

Agenda Item Summary Memo

Title: 2024 Local Road Program – Recommendation of Award

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/21/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-41

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director

Date: May 13, 2024
Subject: 2024 Local Road Program

Bids were received, opened, and tabulated for work to be done on the 2024 Local Road Program at 10:00 a.m., May 13, 2024. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Builders Paving, LLC 4401 Roosevelt Road Hillside, IL 60162 in the total amount of **\$3,162,008.00**.

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

BID SUMMARY 2024 LOCAL ROAD PROGRAM UNITED CITY OF YORKVILLE		
BID TABULATION BIDS RECEIVED 10:00 A.M. 05/13/24	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	BUILDERS ASPHALT, LLC 4401 Roosevelt Road Hillside, IL 60162
TOTAL BID	\$3,350,000.00	\$3,162,008.00
BID BOND	N/A	X
SIGNED BID	N/A	X
ADDENDUM #1	N/A	X
	D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416	GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507
	\$3,188,857.04	\$3,318,744.10
BID BOND	X	X
SIGNED BID	X	X
ADDENDUM #1	X	X



**BID TABULATION
2024 LOCAL ROAD PROGRAM
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS REC'D 5/13/2024		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		GENEVA CONSTRUCTION P.O Box 998 Aurora, IL 60507		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PARTIAL DEPTH PATCHING (SPECIAL)	SQ YD	1,172.0	\$ 30.00	\$ 35,160.00	\$ 30.00	\$ 35,160.00	\$ 27.00	\$ 31,644.00	\$ 30.00	\$ 35,160.00
2	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	439.5	\$ 30.00	\$ 13,185.00	\$ 0.01	\$ 4.40	\$ 10.00	\$ 4,395.00	\$ 15.00	\$ 6,592.50
3	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH TYPE 1	SQ YD	47,610.0	\$ 2.10	\$ 99,981.00	\$ 1.95	\$ 92,839.50	\$ 1.95	\$ 92,839.50	\$ 2.50	\$ 119,025.00
4	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH TYPE 2	SQ YD	55,005.0	\$ 2.85	\$ 156,764.25	\$ 2.30	\$ 126,511.50	\$ 2.20	\$ 121,011.00	\$ 2.75	\$ 151,263.75
5	HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"	SQ YD	7,800.0	\$ 1.85	\$ 14,430.00	\$ 1.50	\$ 11,700.00	\$ 1.75	\$ 13,650.00	\$ 2.25	\$ 17,550.00
6	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	6,700.0	\$ 3.20	\$ 21,440.00	\$ 3.00	\$ 20,100.00	\$ 2.85	\$ 19,095.00	\$ 3.50	\$ 23,450.00
7	BITUMINOUS MATERIALS (TACK COAT)	POUND	77,280.0	\$ 0.01	\$ 772.80	\$ 0.01	\$ 772.80	\$ 0.01	\$ 772.80	\$ 0.10	\$ 7,728.00
8	HOT-MIX ASPHALT BINDER COURSE, IL-9.5 N50	TON	8,010.0	\$ 80.00	\$ 640,800.00	\$ 72.00	\$ 576,720.00	\$ 86.00	\$ 688,860.00	\$ 82.00	\$ 656,820.00
9	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	9,900.0	\$ 80.00	\$ 792,000.00	\$ 74.50	\$ 737,550.00	\$ 86.00	\$ 851,400.00	\$ 82.00	\$ 811,800.00
10	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	9,530.0	\$ 36.00	\$ 343,080.00	\$ 46.48	\$ 442,954.40	\$ 48.00	\$ 457,440.00	\$ 45.00	\$ 428,850.00
11	SIDEWALK REMOVAL	SQ FT	51,927.0	\$ 1.00	\$ 51,927.00	\$ 1.76	\$ 91,391.52	\$ 2.25	\$ 116,835.75	\$ 2.00	\$ 103,854.00
12	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	53,065.0	\$ 10.25	\$ 543,916.25	\$ 9.57	\$ 507,832.05	\$ 9.15	\$ 485,544.75	\$ 9.75	\$ 517,383.75
13	DETECTABLE WARNINGS	SQ FT	1,620.0	\$ 32.00	\$ 51,840.00	\$ 44.00	\$ 71,280.00	\$ 40.00	\$ 64,800.00	\$ 35.00	\$ 56,700.00
14	INLETS TO BE ADJUSTED	EACH	138.0	\$ 538.00	\$ 74,244.00	\$ 467.50	\$ 64,515.00	\$ 400.00	\$ 55,200.00	\$ 450.00	\$ 62,100.00
15	INLETS TO BE RECONSTRUCTED	EACH	2.0	\$ 611.00	\$ 1,222.00	\$ 1,650.00	\$ 3,300.00	\$ 1,600.00	\$ 3,200.00	\$ 1,500.00	\$ 3,000.00
16	MANHOLES TO BE ADJUSTED	EACH	14.0	\$ 786.00	\$ 11,004.00	\$ 605.00	\$ 8,470.00	\$ 625.00	\$ 8,750.00	\$ 750.00	\$ 10,500.00
17	MANHOLES TO BE RECONSTRUCTED	EACH	1.0	\$ 1,345.00	\$ 1,345.00	\$ 1,650.00	\$ 1,650.00	\$ 1,600.00	\$ 1,600.00	\$ 2,250.00	\$ 2,250.00
18	SANITARY MANHOLES TO BE ADJUSTED	EACH	8.0	\$ 1,975.00	\$ 15,800.00	\$ 1,072.50	\$ 8,580.00	\$ 1,500.00	\$ 12,000.00	\$ 1,300.00	\$ 10,400.00
19	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	5.0	\$ 357.00	\$ 1,785.00	\$ 330.00	\$ 1,650.00	\$ 210.00	\$ 1,050.00	\$ 400.00	\$ 2,000.00
20	TYPE 1 FRAME, OPEN LID	EACH	14.0	\$ 794.00	\$ 11,116.00	\$ 660.00	\$ 9,240.00	\$ 625.00	\$ 8,750.00	\$ 500.00	\$ 7,000.00
21	TYPE 1 FRAME, CLOSED LID	EACH	5.0	\$ 817.00	\$ 4,085.00	\$ 990.00	\$ 4,950.00	\$ 625.00	\$ 3,125.00	\$ 500.00	\$ 2,500.00
22	TYPE 3 FRAME AND GRATE	EACH	16.0	\$ 974.00	\$ 15,584.00	\$ 660.00	\$ 10,560.00	\$ 625.00	\$ 10,000.00	\$ 600.00	\$ 9,600.00
23	TYPE 6 FRAME AND GRATE	EACH	5.0	\$ 1,113.00	\$ 5,565.00	\$ 1,100.00	\$ 5,500.00	\$ 625.00	\$ 3,125.00	\$ 600.00	\$ 3,000.00
24	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	213.2	\$ 5.00	\$ 1,066.00	\$ 6.33	\$ 1,349.56	\$ 5.00	\$ 1,066.00	\$ 5.00	\$ 1,066.00
25	THERMOPLASTIC PAVEMENT MARKING - LINE 4 "	FOOT	6,294.0	\$ 0.85	\$ 5,349.90	\$ 1.27	\$ 7,993.38	\$ 0.85	\$ 5,349.90	\$ 0.75	\$ 4,720.50
26	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	997.0	\$ 1.25	\$ 1,246.25	\$ 2.04	\$ 2,033.88	\$ 1.25	\$ 1,246.25	\$ 1.50	\$ 1,495.50



**BID TABULATION
2024 LOCAL ROAD PROGRAM
UNITED CITY OF YORKVILLE**

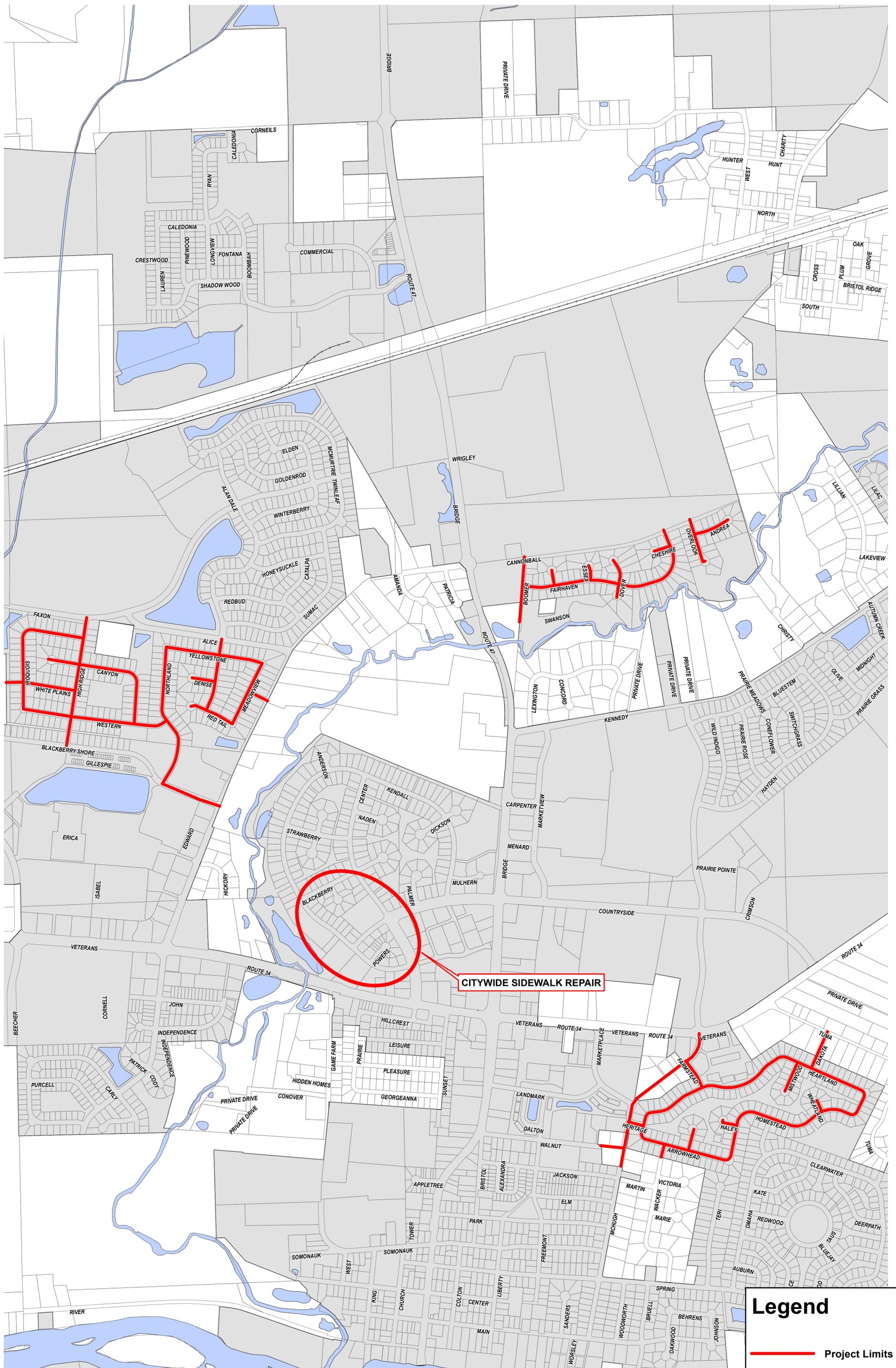
		BID TABULATION BIDS REC'D 5/13/2024		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		GENEVA CONSTRUCTION P.O Box 998 Aurora, IL 60507		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
27	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	240.0	\$ 2.50	\$ 600.00	\$ 3.65	\$ 876.00	\$ 2.50	\$ 600.00	\$ 3.00	\$ 720.00
28	THERMOPLASTIC PAVEMENT MARKING - LINE 24 "	FOOT	131.0	\$ 5.00	\$ 655.00	\$ 6.33	\$ 829.23	\$ 5.00	\$ 655.00	\$ 4.00	\$ 524.00
29	SHORT TERM PAVEMENT MARKING	FOOT	600.0	\$ 1.00	\$ 600.00	\$ 5.00	\$ 3,000.00	\$ 0.01	\$ 6.00	\$ 1.50	\$ 900.00
30	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	200.0	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 0.01	\$ 2.00	\$ 2.00	\$ 400.00
31	SIGN PANEL - TYPE 1	SQ FT	24.0	\$ 18.00	\$ 432.00	\$ 55.00	\$ 1,320.00	\$ 18.00	\$ 432.00	\$ 30.00	\$ 720.00
32	TELESCOPING STEEL SIGN SUPPORT	FOOT	90.0	\$ 15.00	\$ 1,350.00	\$ 22.00	\$ 1,980.00	\$ 15.00	\$ 1,350.00	\$ 30.00	\$ 2,700.00
33	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	50.0	\$ 125.00	\$ 6,250.00	\$ 77.00	\$ 3,850.00	\$ 115.00	\$ 5,750.00	\$ 90.00	\$ 4,500.00
34	BRICK PAVER REMOVAL AND RESET	SQ FT	334.0	\$ 17.00	\$ 5,678.00	\$ 21.86	\$ 7,301.24	\$ 19.67	\$ 6,569.78	\$ 25.00	\$ 8,350.00
35	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	1,097.2	\$ 40.00	\$ 43,888.00	\$ 29.00	\$ 31,818.80	\$ 40.50	\$ 44,436.60	\$ 45.00	\$ 49,374.00
36	BIKE PATH REMOVAL	SQ FT	736.0	\$ 1.00	\$ 736.00	\$ 2.20	\$ 1,619.20	\$ 2.00	\$ 1,472.00	\$ 5.00	\$ 3,680.00
37	HOT-MIX ASPHALT BIKE REMOVAL AND REPLACEMENT	SQ YD	51.4	\$ 35.00	\$ 1,799.00	\$ 30.00	\$ 1,542.00	\$ 39.00	\$ 2,004.60	\$ 45.00	\$ 2,313.00
38	SODDING, SPECIAL	SQ YD	6,068.5	\$ 17.00	\$ 103,164.50	\$ 22.17	\$ 134,538.65	\$ 20.05	\$ 121,673.43	\$ 18.00	\$ 109,233.00
39	SUPPLEMENTAL WATERING	UNIT	100.0	\$ 1.00	\$ 100.00	\$ 0.01	\$ 1.00	\$ 0.01	\$ 1.00	\$ 8.00	\$ 800.00
40	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1.0	\$ 35,620.97	\$ 35,620.97	\$ 100,000.00	\$ 100,000.00	\$ 23,511.00	\$ 23,511.00	\$ 60,001.60	\$ 60,001.60
41	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	4.0	\$ 25.00	\$ 100.00	\$ 10.00	\$ 40.00	\$ 20.00	\$ 80.00	\$ 100.00	\$ 400.00
42	ROUTING AND SEALING CRACKS	FOOT	70,822.0	\$ 0.64	\$ 45,326.08	\$ 0.77	\$ 54,532.94	\$ 0.67	\$ 47,450.74	\$ 0.70	\$ 49,575.40
	TOTAL (Items 1 - 42)				\$ 3,162,008.00		\$ 3,188,857.04		\$ 3,318,744.10		\$ 3,350,000.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

-5.61%

-4.81%

-0.93%



Legend

— Project Limits



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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2024-42

Agenda Item Summary Memo

Title: 2024 Local Road Program – Construction Engineering Agreement

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/21/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-42

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 14, 2024
Subject: 2024 Local Road Program Construction Engineering Agreement

Summary

A proposed Construction Engineering Agreement from EEI for the 2024 Local Road Program

Background

The Local Roads Program (sometimes referred to as the subdivision cluster paving) is the accelerated paving of certain subdivisions that were all constructed in the early 2000's and were all coming due for pavement at once. This is the first year of the program that is slated to take 3 years to complete.

The subdivisions included in this year's program are Blackberry North, Cannonball Hill, Cannonball Estates, Kyn's Ridge, and Heartland. This project also includes the annual sidewalk replacement program which will take place in a small portion of Countryside. At this time the project is slated to begin after the 4th of July and wrap up this fall.

EEI is proposing an hourly Construction Engineering Agreement in the amount of \$239,982 to manage this project. This includes layout of the project, on site observation, documentation, material inspection and testing, preparing and verifying pay requests, preparing punch lists, and closing out the project. This is a large project that needs daily oversight to be completed on time and on budget.

This is budgeted in the approved FY25 budget in the City-Wide Capital portion of the budget in the RTBR- Subdivision paving line item.

Recommendation

Staff recommends approval of the construction engineering agreement with EEI for the 2024 Local Roads Program as presented.

**2024 Local Road Program
United City of Yorkville
Professional Services Agreement – Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$239,982 The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in

accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to

be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimate of Level of Effort and Associated Cost
- Attachment D:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2024 Standard Schedule of Charges

L. Notices:

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

For the City:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant



STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of

profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**2024 Local Road Program
United City of Yorkville, IL
Professional Services Agreement - Construction Engineering**

Attachment B – Scope of Services

CONSTRUCTION ENGINEERING:

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

**ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2408-P	
PROJECT TITLE		DATE	PREPARED BY
2024 Local Road Program - Construction Engineering		5/13/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$210	\$200	\$168	\$175	\$164	\$72		
CONSTRUCTION ENGINEERING											
3.1	Contract Administration		2	26	6	6			2	42	\$ 8,304
3.2	Construction Layout			6	24	24				54	\$ 10,092
3.3	Observation and Documentation		2	28	540	540			2	1,112	\$ 205,236
Insert Task Subtotal:			4	60	570	570	-	-	4	1,208	\$ 223,632
PROJECT TOTAL:			4	60	570	570	-	-	4	1,208	223,632

EEl STAFF

- PIC Principal In Charge
- PM Project Manager
- SPE 1 Senior Project Engineer I
- PE Project Engineer
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician II
- ADMIN Administrative Assistant

DIRECT EXPENSES	
Printing/Scanning =	\$ -
Rubino (Material Testing) =	\$ 8,550
Vehicle Charges (\$65/day) =	\$ 7,800
DIRECT EXPENSES =	\$ 16,350

LABOR SUMMARY	
EEl Labor Expenses =	\$ 223,632
TOTAL LABOR EXPENSES =	\$ 223,632

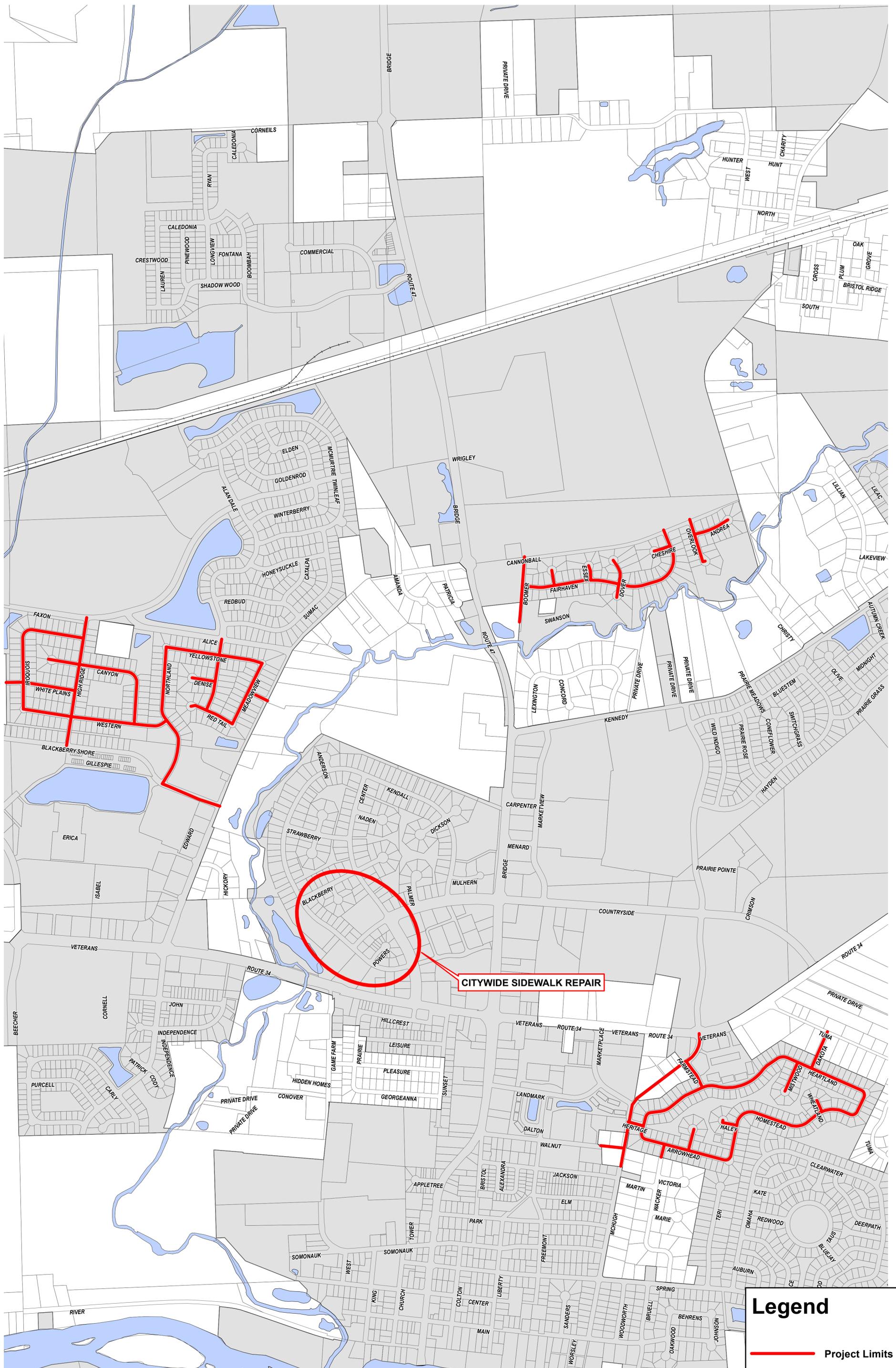
TOTAL COSTS	\$ 239,982
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER					
United City of Yorkville		YO2408-P					
PROJECT TITLE		DATE		PREPARED BY			
2024 Local Road Program - Construction Engineering		5/13/24		CJO			
TASK NO.	TASK DESCRIPTION	2024					
		JUN	JUL	AUG	SEP	OCT	NOV
3.1	Contract Administration						
3.2	Construction Layout						
3.3	Observation and Documentation						





CITYWIDE SIDEWALK REPAIR

Legend

— Project Limits



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00



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

Agenda Item Number

Public Work Committee #3

Tracking Number

PW 2024-43

Agenda Item Summary Memo

Title: 2025 Water Main Replacement Design Engineering Agreement

Meeting and Date: City Council – May 28, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/21/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-43

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: <u>Eric Dhuse</u>	<u>Public Works</u>
Name	Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 6, 2024
Subject: 2025 Water Main Replacement Design Engineering Agreement

Summary

A proposed engineering agreement with EEI to prepare plans 2025 Water Main Replacement program.

Background

As part of the Lake Michigan water project, it is necessary to make internal system upgrades to improve our system and reduce our non-revenue water loss. This project will replace 7,700' of cast iron with ductile iron water main which is required as part of our allocation.

This agreement also includes funds for easements near the west end of W. Hydraulic Ave. to remove 2 dead ends and make a water main loop.

We expect field work and design and permitting to take us through the end of the year with bidding to immediately follow just after the first of the year, and a contract awarded in early spring. This year, the contractor was able to begin work in March which worked out extremely well. I foresee that being the case next year as well. This does mean that the project will split fiscal years, beginning at the end of FY 25 and wrapping up halfway through FY 26.

This engineering agreement is the typical engineering agreement for this type of work. EEI will provide all the engineering, management, and regulatory agency coordination to get this project bid out and awarded for a proposed flat fee of \$318,720. This money is budgeted in the approved FY 25 budget in the water fund line item "Water Main Replacement Program".

Recommendation

Staff recommends approval of this agreement with EEI in the amount of \$318,720.

**2025 Water Main Improvements
United City of Yorkville
Agreement for Professional Services – Design Engineering**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design Engineering services shall be provided as indicated on the Scope of Services on Attachment B. The Engineer shall work with the City to develop a contracting and bidding schedule consistent with available funding. All Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Environmental Protection Agency, and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Design Engineering is \$318,720.00. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any

attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent ENGINEER:

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

H. Certifications:

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

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

Loan Default: If the ENGINEER is an individual, the ENGINEER certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship

Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

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

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

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

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

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

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

records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The ENGINEER agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Location Map
- Attachment E:** Anticipated Project Schedule
- Attachment F:** 2024 Standard Schedule of Charges
- Attachment G:** IEPA Professional Services Contract Clauses
- Attachment H:** USEPA / WIFIA Professional Services Contract Clauses

L. Notices:

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

For the City:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

For the ENGINEER:

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

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

Agreed to this ___ day of _____, 2024.

United City of Yorkville

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
Chief Operating Officer /President

Jori Behland
City Clerk

Angela R. Smith
Executive Assistant



ATTACHMENT A – STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

2025 Water Main Improvements – Design Engineering United City of Yorkville, IL

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to replace approximately 8,815 feet of existing 8” and 12” water main along Adams St, State St, Main St, Morgan St, Van Emmon St, Madison St, Washington St, and Orange St. A map of the project location can be found in Attachment D of this proposal.

The following list of work items establishes the scope of engineering services for this project:

DESIGN ENGINEERING:

2.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with the City and Subconsultants (Rubino Engineering)

2.2 Project Meetings

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and EEI prior to Bidding

2.3 Topographic Survey & Easements

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer’s Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
- Internal QA/QC

2.6 Regulatory Agency Coordination and Permitting

- Prepare IEPA Construction Permit Application and Acquire Permit
- Coordination with Other Regulatory Agencies as Required (IDOT, Railroad)

2.7 Bidding and Contracting Services

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening

- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

DIRECT EXPENSES

The following scope of services will be provided by EEI's subconsultant:

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Sixteen (16) Soil Boring 10' in depth
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit
- Land Acquisition Services (2 Easements)

EXCLUSIONS

The above scope of services does not include the following:

- Property Negotiations
- Environmental Surveys
- Sewer Televising

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment F) in affect at the time the extra work is performed.

**ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2420-P	
PROJECT TITLE		DATE	PREPARED BY
2025 Water Main Improvements		5/7/24	KDW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$210	\$200	\$234	\$175	\$168	\$175	\$164	\$70		
DESIGN ENGINEERING														
2.1	Project Management and Administration		13	26	98	12	-	-	-	-	-	-	149	\$ 32,444
2.2	Project Meetings		2	-	4	6	-	-	-	-	-	-	12	\$ 2,532
2.3	Topographic Survey & Easements		-	-	8	12	89	180	40	-	-	-	329	\$ 63,126
2.4	Utility Coordination		-	-	3	12	-	-	-	-	-	-	15	\$ 3,030
2.5	Final Plans, Specifications, and Estimates		7	20	121	300	-	-	-	130	240	-	818	\$ 154,062
2.6	Regulatory Agency Coordination and Permitting		-	-	24	24	-	-	-	-	-	-	48	\$ 9,840
2.7	Bidding and Contracting		1	-	19	32	-	-	-	-	-	5	57	\$ 10,986
Design Engineering Subtotal:			23	46	277	398	89	180	40	130	240	5	1,428	\$ 276,020
PROJECT TOTAL:			23	46	277	398	89	180	40	130	240	5	1,428	276,020

EEI STAFF

- PIC Principal In Charge
- SPM Senior Project Manager
- PM Project Manager
- SPE 1 Senior Project Engineer I
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician I
- ST Senior Technician
- ADMIN Administrative Assistant

DIRECT EXPENSES

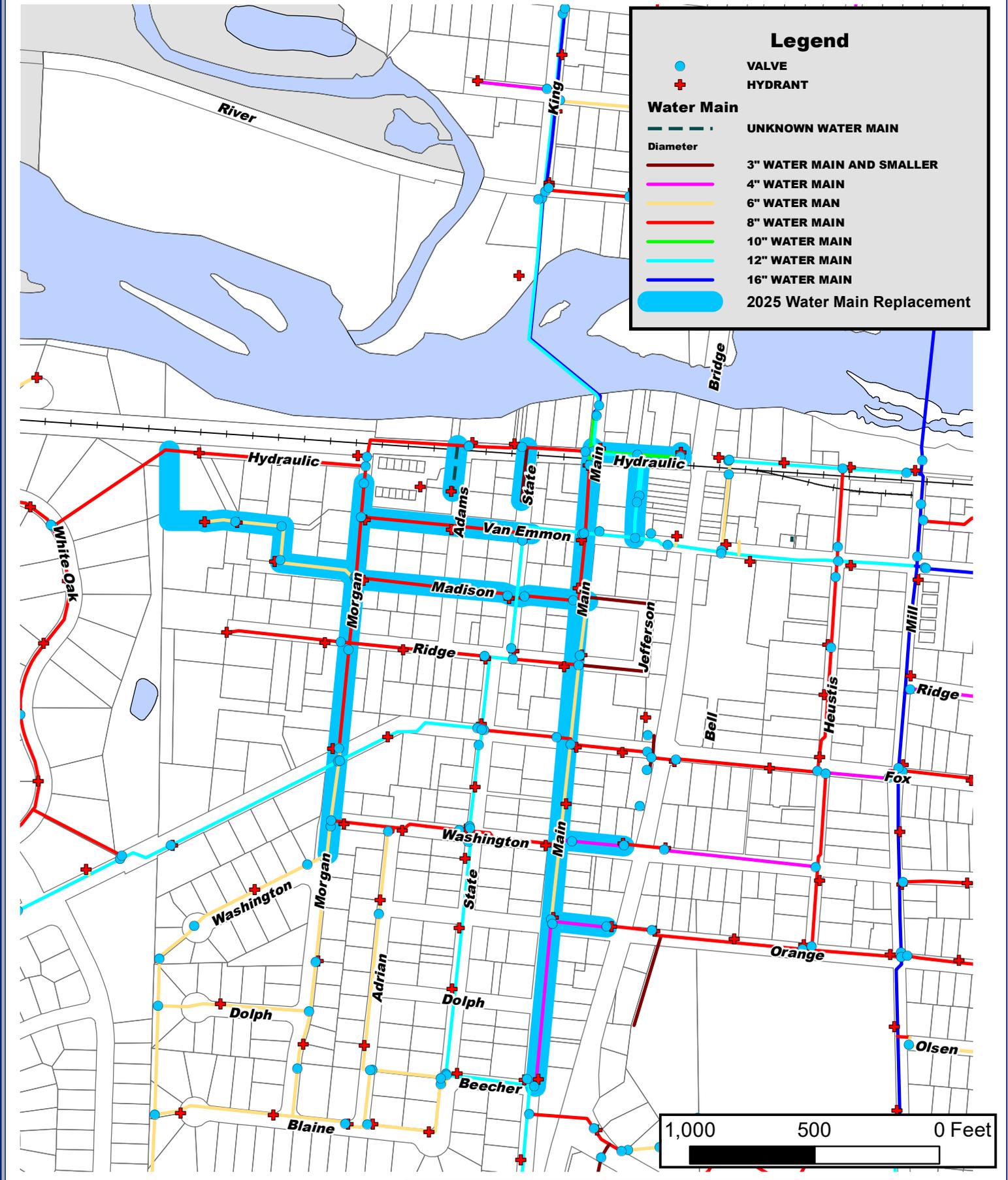
Easement Acquisition =	\$ 30,000
Printing =	\$ 150
Geotechnical/CCDD =	\$ 12,550
DIRECT EXPENSES =	\$ 42,700

LABOR SUMMARY

EEI Labor Expenses =	\$ 276,020
TOTAL LABOR EXPENSES	\$ 276,020

TOTAL COSTS	\$ 318,720
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Engineering Enterprises, Inc.

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

DATE:	APRIL 2024
PROJECT NO.:	YO2427
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\
FILE:	YO2427_2025 Water Main Replacement Attachment E.MXD

**2025 WATER MAIN
 REPLACEMENT
 ATTACHMENT D**



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2427-P	
PROJECT TITLE		DATE	PREPARED BY
2025 Water Main Improvements		4/25/24	KDW

TASK NO.	TASK DESCRIPTION												
		2024								2025			
		MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
DESIGN ENGINEERING													
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Regulatory Agency Coordination and Permitting												
2.7	Bidding and Contracting												





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

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

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment G.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT H
SUPPLEMENTARY USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Economic Development Committee #1

Tracking Number

EDC 2024-30

Agenda Item Summary Memo

Title: East Westbury Village – PUD Repeal & Memorandum of Understanding (MOU)

Meeting and Date: City Council – May 28, 2024

Synopsis: Proposed repeal of the East Westbury Village PUD and approval of a Memorandum of Understanding with successor property owners.

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 Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: May 23, 2024
Subject: **East Village of Westbury – Repeal of PUD Agreement**
Proposed Repeal of Planned Unit Development (PUD) Agreement &
Execution of a Memorandum of Understanding

Request Summary:

The eight (8) successor proprietors of the approximately 300-acre East Village of Westbury Planned Unit Development (PUD) are proposing to nullify the established obligations outlined in the annexation agreement amendments of 2004 (Ord. 2004-36) and 2006 (Ord. 2006-34). This proposed nullification, detailed in a Memorandum of Understanding, aims to immediately revert the properties to their original R-2 Single Family Traditional Residence District zoning. It also seeks to permit certain pre-existing non-conforming uses to remain lawful, reimburse the City for various engineering consultant fees and the installation of the Rob Roy Sewer Outfall amounting to \$418,952.50, obtain a written release from school/park site dedication based on the original land plan, and uphold the land plan for the development of 85 single-family residential units and 307 multiplex/townhome units on approximately 97 acres situated at the northwest corner of Corneils Road and IL Route 47 for potential development by an interested builder.

Staff Comments:

At the May 7th Economic Development Committee meeting, it was noted by staff an additional provision to the ordinance would be added that the repeal ordinance is subject to an eighteen (18) month deadline for obtaining the written release from the Yorkville School District of identified school site in the original PUD and successful execution of a development agreement with the developer and interested builder of the 97-acre site. Since that meeting, the stipulation for the eighteen (18) month deadline has been withdrawn by the City as a requirement as the school district has a tentative date for approval of the written release scheduled for a June board meeting and sufficient progress between the City and developer regarding a development agreement has been made. The attached draft ordinance reflects this change.

Attachments:

1. Draft Ordinance Repealing A Planned Unit Development Agreement for the East Village of Westbury
 - a. Exhibit A - List of Property Owners
 - b. Exhibit B – Phase I Development Area
2. Memorandum of Understanding
3. EDC packet materials dated April 16, 2024
4. Executed Memorandum of Understanding by all property owners
5. East Village of Westbury Aerial Image/Location map
6. East Village of Westbury Property Ownership Map
7. Ord. 2004-36
8. Ord. 2006-34

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE REPEALING A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY

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, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("*Phase I*") further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth, which confirmation has now been received.

WHEREAS, on May 9, 2006, there was recorded in the Office of the Recorder of Deeds of Kendall County, Illinois, Document No. 200600013759, entitled 'Memorandum of Contract Regarding Obligation to Dedicate School/Park Site'. To the extent that the City and / or the School District may be third party beneficiaries of any obligations, by the adoption of this Ordinance, all obligations, if any, reflected or referenced in said Memorandum, as therein contained, for School/Park Site dedication or cash in lieu thereof are waived and terminated.

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 foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.

Section 2. The City hereby repeals Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth below:

- a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
- b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and

Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

- c. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
- d. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes, both as marked on *Exhibit B*; and,
- e. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.
- f. That the foregoing covenants and agreements are contingent upon (i) obtaining a written release within eighteen (18) months of execution of this ordinance from Yorkville's School District 115 of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004, (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres upon execution of a development agreement; and (ii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.
- g. The passage of this ordinance by the Corporate Authorities is confirmation of the City's release of the 18.1 acres dedicated as

school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.

- h. ~~Approval by the City of a Development Agreement by and between the Current Owner of Phase I within eighteen (18) months of execution of this ordinance.~~

Section 3: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2024.

CITY CLERK

DAN TRANSIER _____

KEN KOCH _____

CRAIG SOLING _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2024.

MAYOR

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE REPEALING A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY

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, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth, which confirmation has now been received.

WHEREAS, on May 9, 2006, there was recorded in the Office of the Recorder of Deeds of Kendall County, Illinois, Document No. 200600013759, entitled ‘Memorandum of Contract Regarding Obligation to Dedicate School/Park Site’. To the extent that the City and / or the School District may be third party beneficiaries of any obligations, by the adoption of this Ordinance, all obligations, if any, reflected or referenced in said Memorandum, as therein contained, for School/Park Site dedication or cash in lieu thereof are waived and terminated.

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 foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.
- Section 2.** The City hereby repeals Ordinance No. 2004-36 adopted by the Mayor and City Council (the “*Corporate Authorities*”) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth below:
 - a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,

- b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
- c. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
- d. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes, both as marked on *Exhibit B*; and,
- e. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.
- f. That the foregoing covenants and agreements are contingent upon (i) obtaining a written release within eighteen (18) months of execution of this ordinance from Yorkville's School District 115 of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004, (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres upon execution of a development agreement; and (ii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.
- g. The passage of this ordinance by the Corporate Authorities is confirmation of the City's release of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

MAYOR

WESTBURY EAST PARCEL OWNERSHIP AS OF 9-21-22 PER KENDALL COUNTY GIS RECORDS

No.	PIN	ACREAGE	Site Address	CURRENT OWNER OF RECORD	CURRENT OWNER OF RECORD ADDRESS
1	02-08-400-004	96.59	10153 Corneils Road	Chicago WB Investors LLC	129 E 10th ST #9, New York, New York 10003
2	02-08-400-003	29.65	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
3	02-08-200-029	42.87	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
4	02-08-200-030	70.63	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554
5	02-08-200-019	23.39	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
6	02-08-200-015	8.28	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
7	02-05-400-014	8.00	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
8	02-05-400-018	1.18	10346 GALENA RD	ROSALES CAROLINA CITLALI &, URUETA MARIA MACDALENA	10346 GALENA RD BRISTOL, IL, 60512
9	02-05-400-020	1.38	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
10	02-08-200-022	1.62	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
11	02-05-400-019	1.20	10326 GALENA RD	KULAKOWSKI ANDREW & KELLY &, HAMSMITH HARRY	10326 GALENA RD BRISTOL, IL, 60512
12	02-05-400-012	3.93	10318 GALENA RD	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
13	02-08-200-018	2.92	-	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
14	02-05-400-013	2.71	10292 GALENA RD	CEJA VICTOR E TORO &, TORO MARILEX A	10292 GALENA RD BRISTOL, IL, 60512
15	02-05-400-005	2.38	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554

POD 1-E
SINGLE FAMILY B
32.01 acres
89 units

10-E
PARK SITE
6.5 acres

10-E
SCHOOL SITE
15 acres

9-E
COMMERCIAL
33.81 acres

EXISTING
PARK

POD2B-E
SINGLE FAMILY A
11.58 acres
32 units

POD 2A-E
MULTI-PLEX C
13.55 acres
124 units

POD 3B-F
MULTI-PLEX A
16.34 acres
138 units

48-E
OPEN SPACE
21.9 acres
retention

POD 8-E
SINGLE FAMILY A
17.67 acres
47 units

POD 5-E
MULTI-PLEX B
13.52 acres
137 units

FPIN 02-08-400-004
96.59 Acres
Phase I

3A-E
CLUBHOUSE
2.26 acres

10-E
BIKE TRAIL
1.91 acres

4A-E
OPEN SPACE
97.9 acres
golf/ retention

route 47

POD 6-E
SINGLE FAMILY B
31.68 acres
85 units

7-E
MULTI-PLEX
18.79 acres
170 units

48-E
OPEN SPACE
2.29 acres
retention

10-E
PARK SITE
3.7 acres

cornells road

Ordinance No. 2024-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE APPROVING A
MEMORANDUM OF UNDERSTANDING REGARDING THE EAST VILLAGE
OF WESTBURY**

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, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the approval by the Current Owners the terms and conditions as set forth in the Memorandum of Understanding attached hereto; which has now been received.

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 foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.

Section 2. The Memorandum of Understanding by and between the City and the Current Owners, as defined therein, is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memorandum.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

MAYOR

WESTBURY EAST PARCEL OWNERSHIP AS OF 9-21-22 PER KENDALL COUNTY GIS RECORDS

No.	PIN	ACREAGE	Site Address	CURRENT OWNER OF RECORD	CURRENT OWNER OF RECORD ADDRESS
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4	02-08-200-030	70.63	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554
5	02-08-200-019	23.39	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
6	02-08-200-015	8.28	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
7	02-05-400-014	8.00	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
8	02-05-400-018	1.18	10346 GALENA RD	ROSALES CAROLINA CITLALI &, URUETA MARIA MACDALENA	10346 GALENA RD BRISTOL, IL, 60512
9	02-05-400-020	1.38	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
10	02-08-200-022	1.62	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
11	02-05-400-019	1.20	10326 GALENA RD	KULAKOWSKI ANDREW & KELLY &, HAMSMITH HARRY	10326 GALENA RD BRISTOL, IL, 60512
12	02-05-400-012	3.93	10318 GALENA RD	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
13	02-08-200-018	2.92	-	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
14	02-05-400-013	2.71	10292 GALENA RD	CEJA VICTOR E TORO &, TORO MARILEX A	10292 GALENA RD BRISTOL, IL, 60512
15	02-05-400-005	2.38	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554

POD 1-E
SINGLE FAMILY B
32.01 acres
89 units

10-E
PARK SITE
6.5 acres

10-E
SCHOOL SITE
15 acres

9-E
COMMERCIAL
33.81 acres

EXISTING
PARK

POD2B-E
SINGLE FAMILY A
11.58 acres
32 units

POD 2A-E
MULTI-PLEX C
13.55 acres
124 units

POD 3B-F
MULTI-PLEX A
16.34 acres
138 units

48-E
OPEN SPACE
21.9 acres
retention

POD 8-E
SINGLE FAMILY A
17.67 acres
47 units

POD 5-E
MULTI-PLEX B
13.52 acres
137 units

FPIN 02-08-400-004
96.59 Acres
Phase I

4A-E
OPEN SPACE
97.9 acres
golf/ retention

3A-E
CLUBHOUSE
2.26 acres

10-E
BIKE TRAIL
1.91 acres

10-E
PARK SITE
3.7 acres

POD 6-E
SINGLE FAMILY B
31.68 acres
85 units

7-E
MULTI-PLEX
18.79 acres
170 units

48-E
OPEN SPACE
2.29 acres
retention



**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the United City of Yorkville, Kendall County, Illinois (the “*City*”); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.
2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the “*Corporate Authorities*”) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:
 - a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
 - b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
 - c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

- d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.
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3. This Memorandum of Agreement may be signed in counterparts.

Dated this _____ day of _____, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: _____

Attest:

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WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

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3. This Memorandum of Agreement may be signed in counterparts.

Dated this _____ day of _____, 2023.

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

By: _____
Mayor

Attest:

City Clerk

PIN No. 02-05-400-013

By: 

Victor E. Toro Ceja

Attest:



Marilex A. Toro

SIGNATURE PAGE ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

AGREED AND APPROVED:

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____
John Undesser
10318 Galena Road
Bristol, IL 60512

BY: _____
Richard A. Undesser, Jr.
1162 Chicago Road
Friendship, WI 53934

Being all of the Members and Managers of
BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT
AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS FOR THE
BENEFIT OF MARILEX TORO AND VICTOR TORO

NOW COMES, the United City of Yorkville, hereinafter referred to as “City”, and MARILEX TORO and VOCTOR TORO who to supplement and make a part of any Ordinance including the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO agree to the following additional language as it affects the Real Property owned by MARILEX TORO AND VICTOR TORO in the United City of Yorkville, Kendall County:

1. WHEREAS, MARILEX TORO AND VICTOR TORO have agreed to enter into and execute the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO to which this Addendum is attached.
2. They are the Owners of Fee Title to real property identified as Tax Parcel No. 02-05-400-013, a copy of which is attached hereto and incorporated herein by reference.
3. That they were the Purchasers of a Single Family Residence and outbuilding formerly used as a turkey processing plant by the Undesser Family, the Owners of some of the adjoining land to the subject real property owned by MARILEX TORO AND VICTOR TORO.

4. That in repealing the Planned Unit Development Agreement for Westbury Subdivision, it is the desire of MARILEX TORO AND VICTOR TORO to have their property revert to an A-1 Zoning Class in the United City of Yorkville.
5. MARILEX TORO AND VICTOR TORO wish to retain the current uses on the subject property which is a car repair shop fully contained within the outbuilding located on the above referenced tax parcel number that was used for a turkey processing plant by the Undesser Family; and to permit indoor storage within said building; all of which would be legal nonconforming uses to which they are entitled to maintain under the United City of Yorkville A-1 Agricultural Zoning District.
6. Nothing contained in the attached original Memorandum of Understanding regarding the repeal of the Planned Unit Development Agreement for the East Village of Westbury, or any Ordinance passed hereby shall impede or otherwise cause any interruption of the legal nonconforming uses of MARILEX TORO AND VICTOR TORO thereof.
7. That this Addendum shall be attached to the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO, and the Ordinance to be passed by the United City of Yorkville repealing the Planned Unit Development for the East Village of Westbury Subdivision.

The United City of Yorkville

By:

Mayor

City Clerk

Dated: _____

Marilex Toro

Dated: _____

Victor Toro

Dated: _____

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

Marilex and Victor Toro, being first duly sworn on oath, deposes and states that they are the Petitioner herein; that they have read the above and foregoing Addendum to the Memorandum of Understanding and know the contents thereof; and that the same are true and correct.



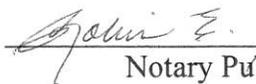
Marilex Toro



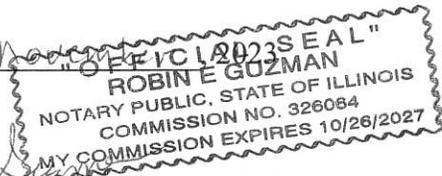
Victor Toro

Subscribed and sworn before me this

15th day of November



Notary Public



Prepared by & Return to:

Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630-553-9500

**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

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WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

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d. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 25 day of August, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: _____

Attest:



**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
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WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

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3. This Memorandum of Agreement may be signed in counterparts.

Dated this 9 day of Sept, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: Carolina C. Rosales

By: Mydulena Arta



Attest: [Signature]

**MEMORANDUM OF UNDERSTANDING REGARDING
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Dated this 4th day of MAY, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: _____

Attest:

[Signature] 5/4/2023

<p>CAMILE TAYLOR NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01TA6137717 Qualified in Nassau County Commission Expires January 8, 2026</p>
--

**MEMORANDUM OF UNDERSTANDING REGARDING
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WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("*Phase I*") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.
2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:
 - a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
 - b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
 - c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

- d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

- e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this _____ day of _____, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: _____

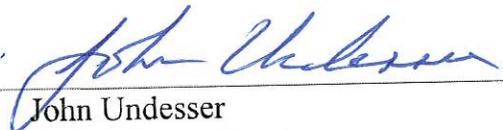
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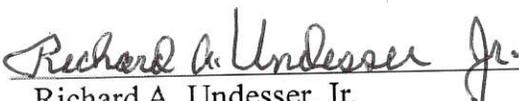
SIGNATURE PAGE ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

AGREED AND APPROVED:

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: 
John Undesser
10318 Galena Road
Bristol, IL 60512

BY: 
Richard A. Undesser, Jr.
1162 Chicago Road
Friendship, WI 53934

Being all of the Members and Managers of
BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the United City of Yorkville, Kendall County, Illinois (the “*City*”); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

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3. This Memorandum of Agreement may be signed in counterparts.

Dated this 28th day of July, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: Daniel A. Vogel
7/23/23

Attest:

[Signature]

**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
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3. This Memorandum of Agreement may be signed in counterparts.

Dated this 28th day of July, 2023.

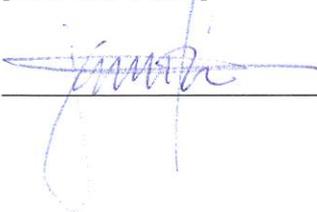
United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By:  _____

Attest:





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

New Business #5

Tracking Number

EDC 2024-30

Agenda Item Summary Memo

Title: East Westbury Village – PUD Repeal & Memorandum of Understanding (MOU)

Meeting and Date: Economic Development Committee – May 7, 2024

Synopsis: Proposed repeal of the East Westbury Village PUD and approval of a Memorandum of Understanding with successor property owners.

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:



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: April 16, 2024
Subject: **East Village of Westbury – Repeal of PUD Agreement**
Proposed Repeal of Planned Unit Development (PUD) Agreement & Execution of a Memorandum of Understanding

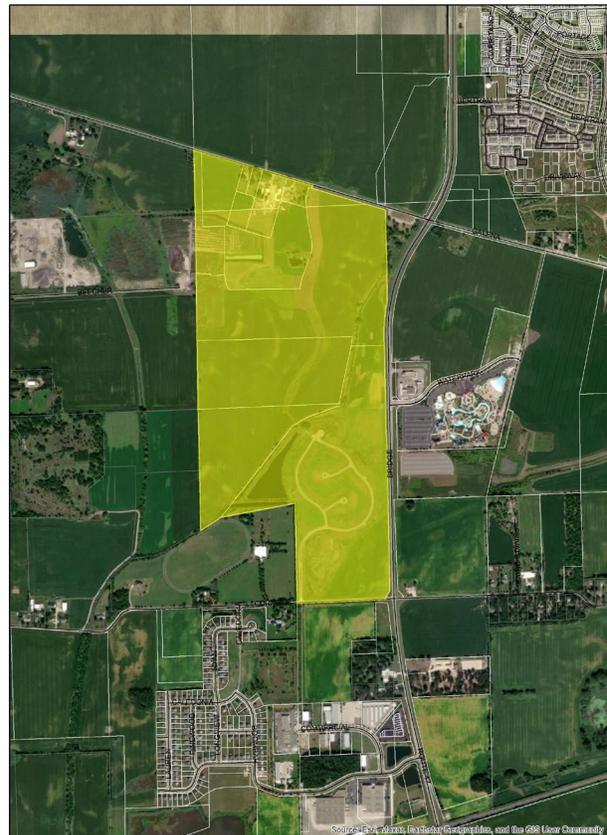
Request Summary:

The eight (8) successor proprietors of the approximately 300-acre East Village of Westbury Planned Unit Development (PUD) are proposing to nullify the established obligations outlined in the annexation agreement amendments of 2004 (Ord. 2004-36) and 2006 (Ord. 2006-34). This proposed nullification, detailed in a Memorandum of Understanding, aims to immediately revert the properties to their original R-2 Single Family Traditional Residence District zoning. It also seeks to permit certain pre-existing non-conforming uses to remain lawful, reimburse the City for various engineering consultant fees and the installation of the Rob Roy Sewer Outfall amounting to \$418,952.50, obtain a written release from school/park site dedication based on the original land plan, and uphold the land plan for the development of 85 single-family residential units and 307 multiplex/townhome units on approximately 97 acres situated at the northwest corner of Corneils Road and IL Route 47 for potential development by an interested builder.

Development Background:

In 1997, the City annexed and entered into an annexation agreement with Richard and Henrietta Undesser for approximately 260-acre tracts of land located at on the west side of IL Route 47 bounded by Galena Road to the north and Corneils Road to the south. The original agreement (Ord. 1997-10B) approved the land for commercial and agricultural uses. However, in September 2004, the Undesser's, along with Ocean Atlantic as developer, annexed an additional ~70 acres of land to the west (Ord. 2006-37) and included this within an amended annexation agreement for a planned unit development (Ord. 2004-36).

The planned unit development (PUD), known as the Westbury Village Subdivision, allowed for commercial, single-family, and multi-family land uses consisting of roughly 890 dwelling units, 15-acre school site, 30-acre commercial parcel, and parkland located within nine (9) distinct development “pods”. Currently, the parcels are primarily utilized for single-family residences and agricultural land uses. From 2014-2023 a portion of the property in the northwest quadrant was used as a compost facility operated by Green Organics. This operation has been decommissioned and relocated to the parcel to west in unincorporated Kendall County.



Location Map - East Village of Westbury

United City of Yorkville, Illinois
March 20, 2024



A final plat was approved for Pod 6 for 85 single family lots in August 2005, but the final plat was never recorded. Subsequently, an amendment to the PUD land plan was approved by the City in April 2006 via Ord. 2006-34 establishing the "East Village of Westbury" which now comprised of 822 dwelling units, 15-acre school site, and 12 acres of parkland. While the commercial site was still identified on the updated land plan, it was not included for development.

The 2006 annexation and PUD agreement also confirmed the developer's obligation to connect to the Raymond Outflow Stormwater prior to the issuance of any building permit and that the City was engaging certain residential developers in the area in a recapture agreement to contribute to the City's cost of designing, engineering, and installing a sanitary sewer interceptor to which the East Village of Westbury's share was \$1.78M, which approximately \$1.26M is outstanding. The developer was also required to construct an outfall storm sewer on the property costing \$500,000 which the city also constructed.

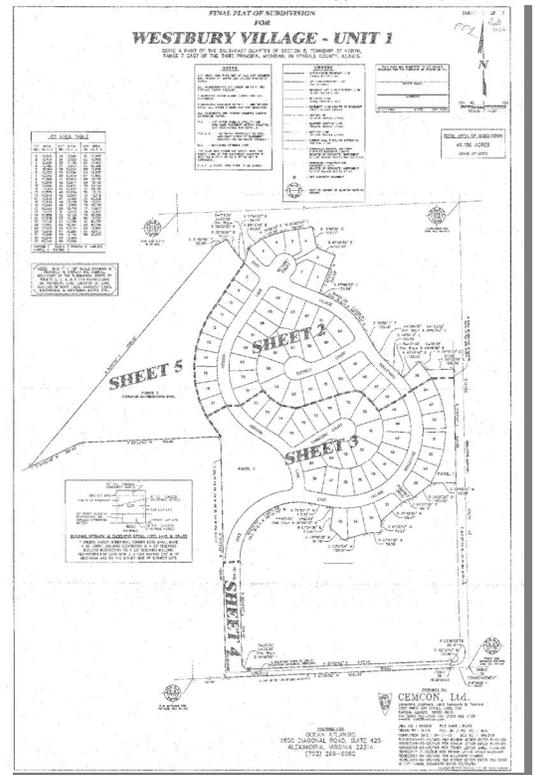


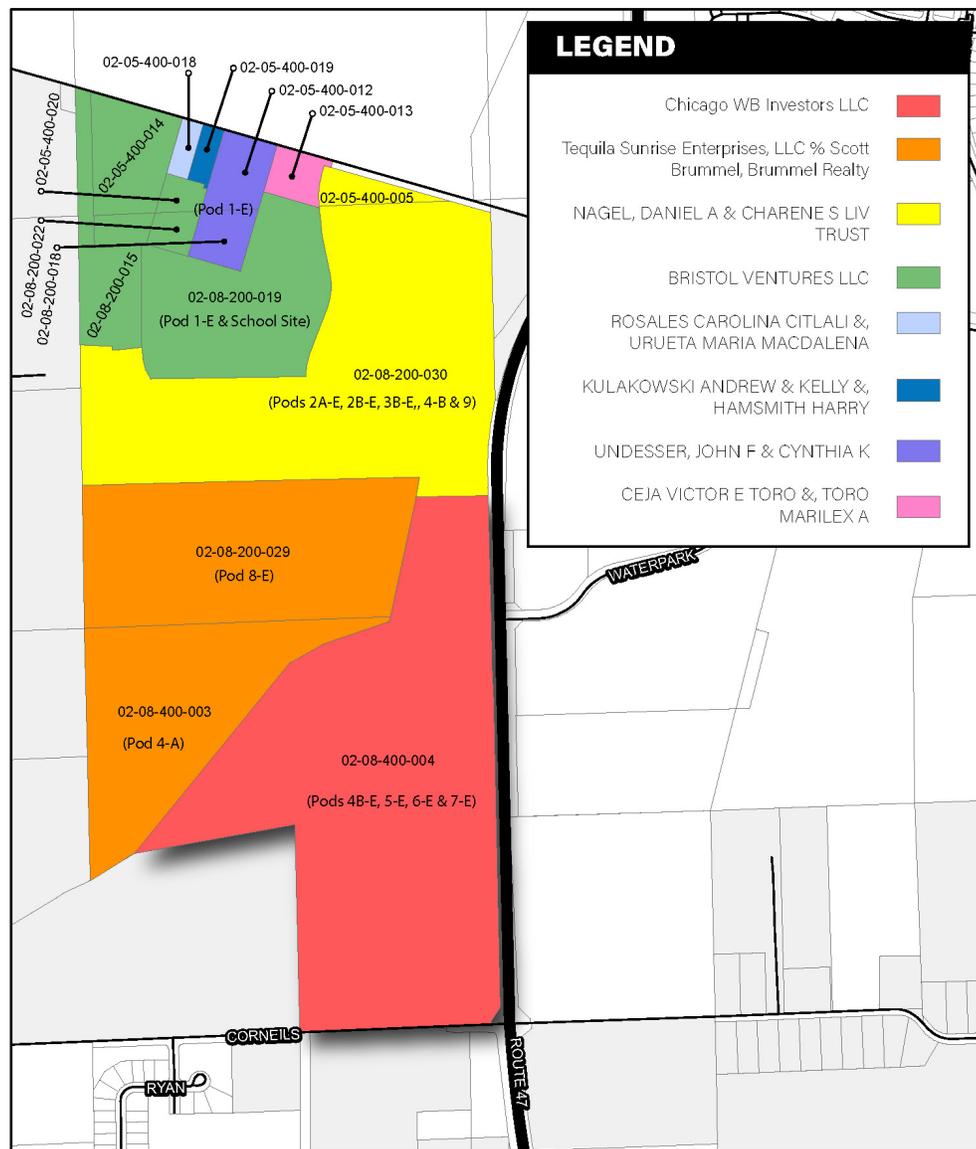
Exhibit "B"



Current Development Ownership & Infrastructure Improvement Status:

While Ocean Atlantic proceeded to install roadways and underground infrastructure in Pod 6 between 2006-2008 anticipating the construction of the 85 single-family dwelling units, the economic conditions in the housing market soured and the development stalled. The developer did not fulfill the repayment of the stormwater outfall recapture and portions of the annexed parcels were foreclosed upon and sold at auction. Below is a map of the current eight (8) successor landowners and their respective parcels within the East Village of Westbury planned unit development.

The current owner of Pod 6 (also referred to as Phase I), Chicago WB Investors, LLC, is interested in retaining the development entitlements for this area of the PUD and restarting the construction of the 85 single-family units in short order with the multi-family units in the near future. While the other landowners would like to unburden their property of the existing East Village of Westbury PUD site plan and financial obligations provided in the annexation agreements. This will allow the successor owners to either maintain their property in its current state or propose a different development plan or land use in the future.



Westbury Property Ownership Map

United City of Yorkville, Illinois
March 20, 2024



Proposed Repeal of Planned Unit Development:

In anticipation of construction restarting in Pod 6 and other potential land use changes proposed for other portions of the development, City staff and the representative for Chicago WB Investors, LLC, have been working since 2022 on language to repeal the PUD plan and reconcile the outstanding financial obligations of the former developer. The following summarizes the terms of the proposed repeal ordinance and Memorandum of Understanding agreed upon by the City and all successor property owners:

1. **Zoning** – The original and amended annexation agreements classified the East Village of Westbury as a Planned Unit Development (PUD) with underlying zoning designation of R-2 Single Family Residence District, R-4 General Multi-Family Residence District, and B-3 Service Business District.
 - a. The repeal proposes that all property, except for those owned by Chicago WB Investors, shall immediately be rezoned into the current R-2 Single Family Traditional Residence District.
 - b. The parcels owned by Chicago WB Investors (labeled as 4B-E, POD 5-E, POD 6-E and 7-E on “Exhibit B” of the repealing ordinance) shall retain their R-2 Single-Family and R-4 General Multi-Family residential zoning designation.
2. **Legal Non-Conforming Uses** - In addition to the successor owner’s property being reverted back to the R-2 Single-Family Traditional Residence District zoning, certain owners have requested legal non-conforming status for existing land uses on their parcels.
 - a. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e., farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
 - b. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
3. **Planned Unit Development (PUD) Agreement** - That all obligations and conditions for development established in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the parcel owned by Chicago WB Investors, LLC.
 - a. As part of this proposed ordinance repeal, this approximately 96-acre parcel (referred to as Phase I) will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes. A separate development agreement for Phase I is contemplated with the successor owner of this parcel.
4. **Future Approvals** – With the exception of Phase I owned by Chicago WB Investors, all future development approvals shall be subject to all current procedures required for entitlement as of the

time of development and all fees, land donations and assessments shall apply as any other property similarly zoned R-2 Single-Family Traditional Residence District.

- a. Regarding the Phase I parcel, particularly Pod 6-E for the 85 single family units with current infrastructure, the city's engineering consultant performed an inspection and prepared a punchlist in 2021. That punch list was subsequently updated in July 2023. The majority of the site work done nearly 20 years ago consisted of roads, underground utilities (watermain, sanitary sewer, and storm sewer), and stormwater management. All of these improvements will need to be reinspected and a security guarantee provided before recording a revised final plat or future construction begins.
5. **School/Park Dedication Release** – The proposed ordinance to repeal the Planned Unit Development (PUD) for East Village of Westbury is contingent upon the following:
- a. A written release from Yorkville's School District 115 of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004.
 - i. City Attorney Orr is currently working with the School District to secure the written release.
 - b. The passage of this ordinance by the Corporate Authorities is confirmation of the City's release of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.
6. **Development/Payment of Fees** – The proposed ordinance to repeal is further contingent upon:
- a. The Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres under a new Development Agreement.
 - b. The Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.
7. **Effective Date** – The proposed repeal will be effective immediately upon signature of all property owners, payment of outstanding fees, executed Phase I Development Agreement, and receipt of the written release from the school district.

Staff Comments:

Staff is supportive of the proposed repeal ordinance and execution of the memorandum of understanding by the City. This ordinance positions the 85 single-family lots in POD 6-E for easier take down by an interested builder, ensuring the completion of the public infrastructure and roadway improvements in Phase I. Further, it unencumbers the balance of the remaining parcels from the obligations of the existing Planned Unit Development (PUD) agreement should the owners decide to sell and/or redevelop. However, most importantly, the ordinance approval is subject to the developer of Phase I reimbursing the City of nearly \$420,000 of previously written off bad debt. Funds unanticipated by the adopted FY 24 or proposed FY 25 budget.

The approval of the ordinance does not require a public hearing, therefore, should the matter proceed out of committee, staff has tentatively scheduled it for consideration before the entire City

Council at the **May 14, 2024** meeting. The City Attorney has drafted the attached repeal ordinance and memorandum of understanding for your review. Staff will be available at the EDC meeting to answer any questions.

Attachments:

1. Draft Ordinance Repealing A Planned Unit Development Agreement for the East Village of Westbury
 - a. Exhibit A - List of Property Owners
 - b. Exhibit B – Phase I Development Area
2. Executed Memorandum of Understanding by all property owners
3. East Village of Westbury Aerial Image/Location map
4. East Village of Westbury Property Ownership Map
5. Ord. 2004-36
6. Ord. 2006-34

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE REPEALING A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY

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, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth, which confirmation has now been received.

WHEREAS, on May 9, 2006, there was recorded in the Office of the Recorder of Deeds of Kendall County, Illinois, Document No. 200600013759, entitled ‘Memorandum of Contract Regarding Obligation to Dedicate School/Park Site’. To the extent that the City and / or the School District may be third party beneficiaries of any obligations, by the adoption of this Ordinance, all obligations, if any, reflected or referenced in said Memorandum, as therein contained, for School/Park Site dedication or cash in lieu thereof are waived and terminated.

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 foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.

Section 2. The City hereby repeals Ordinance No. 2004-36 adopted by the Mayor and City Council (the “*Corporate Authorities*”) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth below:

- a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
- b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
- c. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
- d. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes, both as marked on *Exhibit B*; and,
- e. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.
- f. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004, t (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres upon execution of a development agreement; and (ii) the Current Owner of the Phase I agrees to pay

outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

- g. The passage of this ordinance by the Corporate Authorities is confirmation of the City’s release of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.
- h. Approval by the City of a Development Agreement by and between the Current Owner of Phase I.

Section 3: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

MAYOR

WESTBURY EAST PARCEL OWNERSHIP AS OF 9-21-22 PER KENDALL COUNTY GIS RECORDS

No.	PIN	ACREAGE	Site Address	CURRENT OWNER OF RECORD	CURRENT OWNER OF RECORD ADDRESS
1	02-08-400-004	96.59	10153 Corneils Road	Chicago WB Investors LLC	129 E 10th ST #9, New York, New York 10003
2	02-08-400-003	29.65	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
3	02-08-200-029	42.87	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
4	02-08-200-030	70.63	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554
5	02-08-200-019	23.39	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
6	02-08-200-015	8.28	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
7	02-05-400-014	8.00	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
8	02-05-400-018	1.18	10346 GALENA RD	ROSALES CAROLINA CITLALI &, URUETA MARIA MACDALENA	10346 GALENA RD BRISTOL, IL, 60512
9	02-05-400-020	1.38	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
10	02-08-200-022	1.62	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
11	02-05-400-019	1.20	10326 GALENA RD	KULAKOWSKI ANDREW & KELLY &, HAMSMITH HARRY	10326 GALENA RD BRISTOL, IL, 60512
12	02-05-400-012	3.93	10318 GALENA RD	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
13	02-08-200-018	2.92	-	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
14	02-05-400-013	2.71	10292 GALENA RD	CEJA VICTOR E TORO &, TORO MARILEX A	10292 GALENA RD BRISTOL, IL, 60512
15	02-05-400-005	2.38	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554

POD 1-E
SINGLE FAMILY B
32.01 acres
89 units

POD 2A-E
MULTI-PLEX C
13.55 acres
124 units

POD 8-E
SINGLE FAMILY A
17.67 acres
47 units

4A-E
OPEN SPACE
97.9 acres
golf / retention

10-E
PARK SITE
6.5 acres

10-E
SCHOOL SITE
15 acres

POD 2B-E
SINGLE FAMILY A
11.58 acres
32 units

POD 3B-F
MULTI-PLEX A
16.34 acres
138 units

POD 3B-F
MULTI-PLEX A
16.34 acres
138 units

4B-E
OPEN SPACE
21.9 acres
retention

POD 5-E
MULTI-PLEX B
13.52 acres
137 units

PIN 02-08-400-004
96.59 Acres
Phase I

3A-E
CLUBHOUSE
2.26 acres

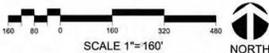
10-E
BIKE TRAIL
1.91 acres

POD 6-E
SINGLE FAMILY B
31.68 acres
85 units

7-E
MULTI-PLEX C
18.79 acres
170 units

4B-E
OPEN SPACE
2.29 acres
retention

10-E
PARK SITE
3.7 acres



galena road

EXISTING
PARK

9-E
COMMERCIAL
33.81 acres

route 47

cornells road

Ordinance No. 2024-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE APPROVING A
MEMORANDUM OF UNDERSTANDING REGARDING THE EAST VILLAGE
OF WESTBURY**

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, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the approval by the Current Owners the terms and conditions as set forth in the Memorandum of Understanding attached hereto; which has now been received.

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 foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.

Section 2. The Memorandum of Understanding by and between the City and the Current Owners, as defined therein, is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memorandum.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

MAYOR

**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the United City of Yorkville, Kendall County, Illinois (the “*City*”); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“Phase I”) further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.
2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the “*Corporate Authorities*”) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:
 - a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
 - b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
 - c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

- d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.
- e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this _____ day of _____, 2023.

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

By: _____
Mayor

Attest:

City Clerk

PIN No. 02-05-400-013

By: 
Victor E. Toro Ceja

Attest:


Marilex A. Toro

SIGNATURE PAGE ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

AGREED AND APPROVED:

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____
John Undesser
10318 Galena Road
Bristol, IL 60512

BY: _____
Richard A. Undesser, Jr.
1162 Chicago Road
Friendship, WI 53934

Being all of the Members and Managers of
BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT
AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS FOR THE
BENEFIT OF MARILEX TORO AND VICTOR TORO

NOW COMES, the United City of Yorkville, hereinafter referred to as “City”, and MARILEX TORO and VOCTOR TORO who to supplement and make a part of any Ordinance including the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO agree to the following additional language as it affects the Real Property owned by MARILEX TORO AND VICTOR TORO in the United City of Yorkville, Kendall County:

1. WHEREAS, MARILEX TORO AND VICTOR TORO have agreed to enter into and execute the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO to which this Addendum is attached.
2. They are the Owners of Fee Title to real property identified as Tax Parcel No. 02-05-400-013, a copy of which is attached hereto and incorporated herein by reference.
3. That they were the Purchasers of a Single Family Residence and outbuilding formerly used as a turkey processing plant by the Undesser Family, the Owners of some of the adjoining land to the subject real property owned by MARILEX TORO AND VICTOR TORO.

4. That in repealing the Planned Unit Development Agreement for Westbury Subdivision, it is the desire of MARILEX TORO AND VICTOR TORO to have their property revert to an A-1 Zoning Class in the United City of Yorkville.
5. MARILEX TORO AND VICTOR TORO wish to retain the current uses on the subject property which is a car repair shop fully contained within the outbuilding located on the above referenced tax parcel number that was used for a turkey processing plant by the Undesser Family; and to permit indoor storage within said building; all of which would be legal nonconforming uses to which they are entitled to maintain under the United City of Yorkville A-1 Agricultural Zoning District.
6. Nothing contained in the attached original Memorandum of Understanding regarding the repeal of the Planned Unit Development Agreement for the East Village of Westbury, or any Ordinance passed hereby shall impede or otherwise cause any interruption of the legal nonconforming uses of MARILEX TORO AND VICTOR TORO thereof.
7. That this Addendum shall be attached to the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO, and the Ordinance to be passed by the United City of Yorkville repealing the Planned Unit Development for the East Village of Westbury Subdivision.

The United City of Yorkville

By:

Mayor

City Clerk

Dated: _____

Marilex Toro

Dated: _____

Victor Toro

Dated: _____

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

Marilex and Victor Toro, being first duly sworn on oath, deposes and states that they are the Petitioner herein; that they have read the above and foregoing Addendum to the Memorandum of Understanding and know the contents thereof; and that the same are true and correct.

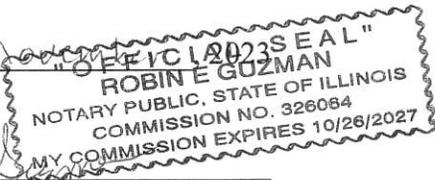
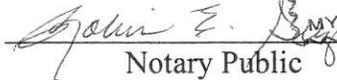


Marilex Toro



Victor Toro

Subscribed and sworn before me this

15th day of November



Notary Public

Prepared by & Return to:

Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630-553-9500

**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the United City of Yorkville, Kendall County, Illinois (the “*City*”); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.
2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the “*Corporate Authorities*”) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:
 - a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; provided however, the current farming, grain storage, trucking repair and maintenance operations on Parcels No. 02-08-200-018 and 02-05-400-012 shall be allowed to remain as legal non-conforming uses and,
 - b. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I; and,
 - c. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

d. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 25 day of August, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: _____

Attest:



**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.
2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:
 - a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; provided however, the current farming, grain storage, trucking repair and maintenance operations on Parcels No. 02-08-200-018 and 02-05-400-012 shall be allowed to remain as legal non-conforming uses and,
 - b. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I; and,
 - c. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

- d. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 9 day of Sept, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: Carolina C. Rosales

By: Mydulena Arta



Attest:

[Signature]

**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the United City of Yorkville, Kendall County, Illinois (the “*City*”); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“Phase I”) further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.
2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the “*Corporate Authorities*”) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:
 - a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
 - b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
 - c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

- d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.
- e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 4th day of MAY, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: _____

Attest:

[Signature] 5/4/2023

<p>CAMILE TAYLOR NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01TA6137717 Qualified in Nassau County Commission Expires January 8, 2026</p>
--

**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("*Phase I*") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

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3. This Memorandum of Agreement may be signed in counterparts.

Dated this _____ day of _____, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: _____

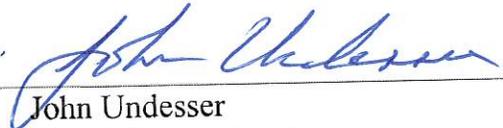
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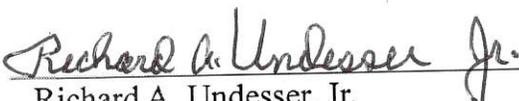
SIGNATURE PAGE ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

AGREED AND APPROVED:

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: 
John Undesser
10318 Galena Road
Bristol, IL 60512

BY: 
Richard A. Undesser, Jr.
1162 Chicago Road
Friendship, WI 53934

Being all of the Members and Managers of
BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the United City of Yorkville, Kendall County, Illinois (the “*City*”); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

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3. This Memorandum of Agreement may be signed in counterparts.

Dated this 28th day of July, 2023.

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

By: _____
Mayor

Attest:

City Clerk

[List Each Owner]

By: Daniel A. Vogel
7/23/23

Attest:

[Signature]

**MEMORANDUM OF UNDERSTANDING REGARDING
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT
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3. This Memorandum of Agreement may be signed in counterparts.

Dated this 28th day of July, 2023.

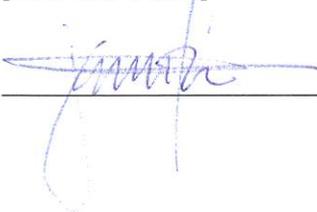
United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

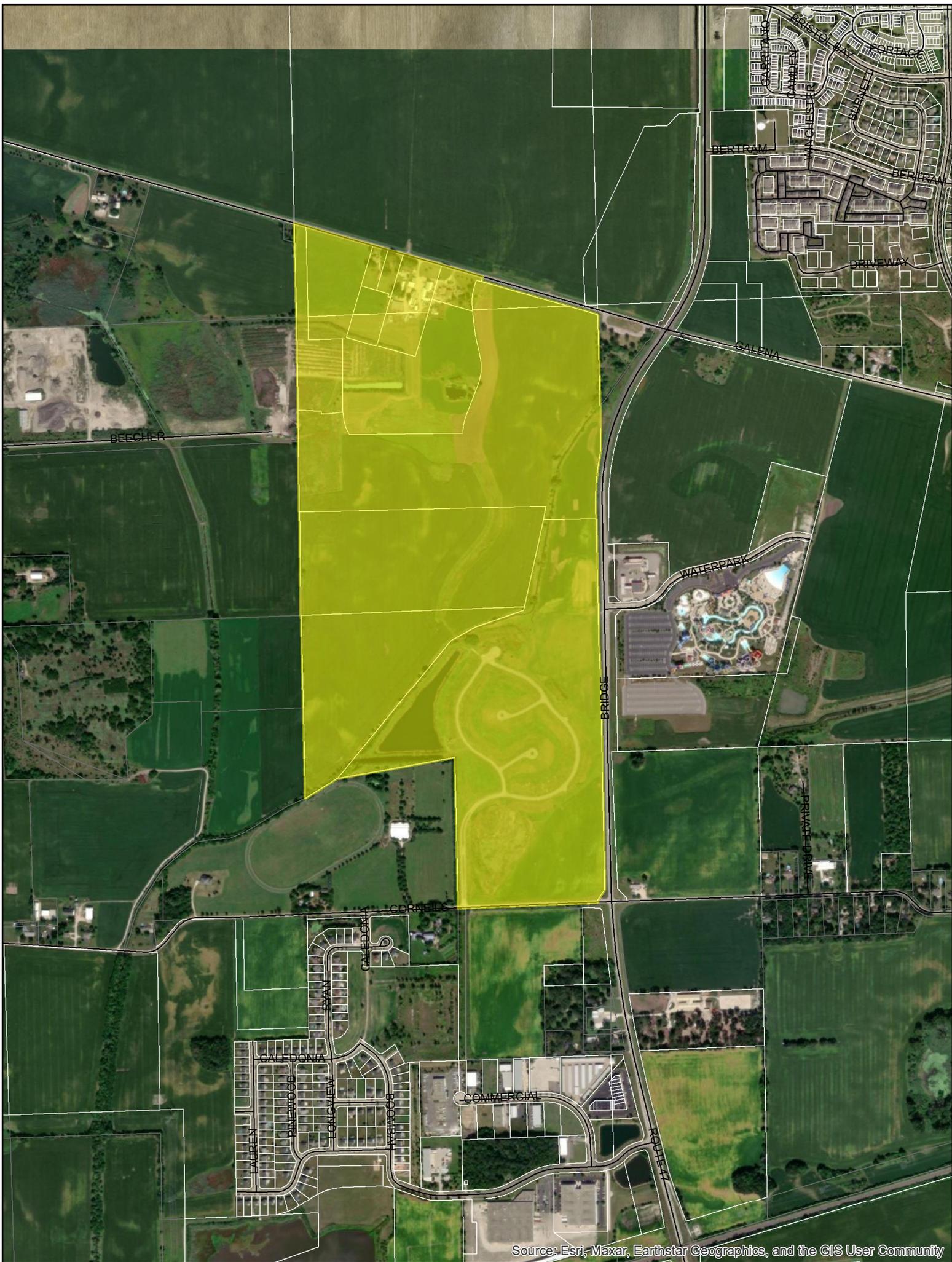
City Clerk

[List Each Owner]

By:  _____

Attest:



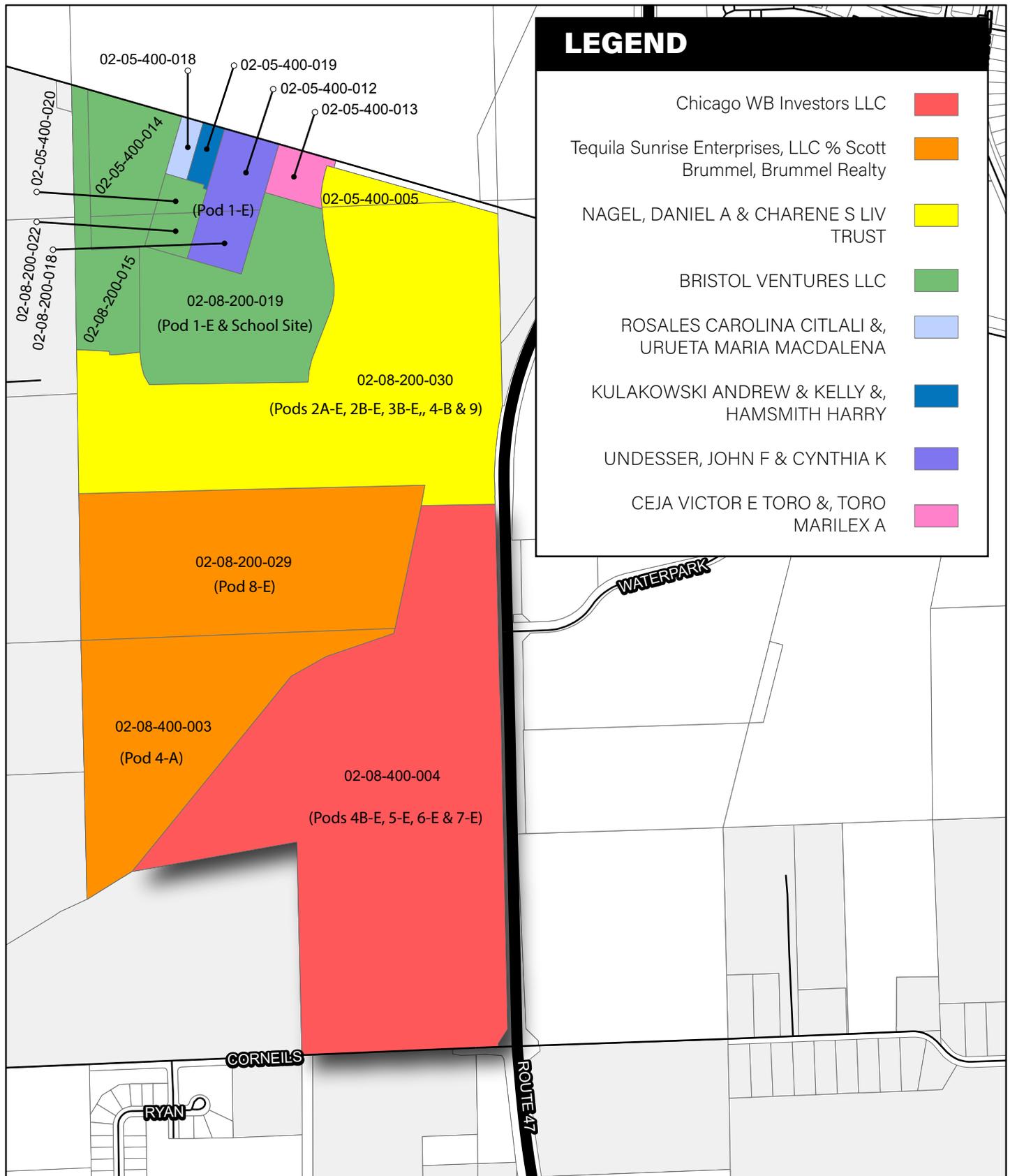


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Location Map - East Village of Westbury

United City of Yorkville, Illinois
 March 20, 2024





Westbury Property Ownership Map

United City of Yorkville, Illinois
 March 20, 2024



200500004985
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
02-18-2005 At 01:28 p.m.
ORDINANCE 272.00

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

ORDINANCE NO. 2004 - 30e

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION
AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT OF
OCEAN ATLANTIC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE
ESTATES OF RICHARD A. UNDESSER AND HENRIETTA UNDESSER
(Westbury Village Subdivision)**

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Amendment to Annexation Agreement, Annexation and Planned Unit Development Agreement pertaining to the annexation and development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Amendment to Annexation Agreement, Annexation and Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

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

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 (2002), as amended, for the execution of said Amendment to Annexation Agreement, Annexation and Planned Unit

Development Agreement has been fully complied with; and

WHEREAS, the property is contiguous to the City, and not within the boundaries of any other municipality.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

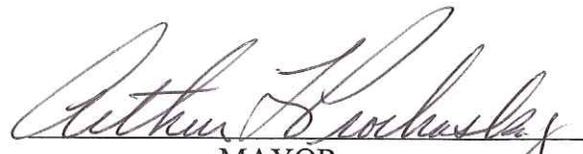
Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, an Amendment to Annexation Agreement, Annexation and Planned Unit Development Agreement concerning the annexation and development of the real estate described therein, a copy of which Amendment to Annexation Agreement, Annexation and Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

WANDA OHARE	<u>Y</u>	JOSEPH BESCO	<u>a</u>
VALERIE BURD	<u>Y</u>	PAUL JAMES	<u>Y</u>
LARRY KOT	<u>present</u>	MARTY MUNNS	<u>a</u>
ROSE SPEARS	<u>N</u>	RICHARD STICKA	<u>Y</u>

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

20th day of June, A.D. 2004.


MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this

27th day of June, A.D. 2004.



Elizabeth Hanna
Deputy CITY CLERK

Prepared by & Return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630.553.9500

EXHIBIT LIST

Exhibit "A" - "Full" legal description

PARCEL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING, (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931 AND RECORDED FEBRUARY 17, 1931 IN DEED RECORD 77, PAGE 583, AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR USE OF DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED NOVEMBER 5, 1990 AND RECORDED JANUARY 8, 1991 AS DOCUMENT 910147), IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

AMENDMENT TO ANNEXATION AGREEMENT,
ANNEXATION AGREEMENT AND
PLANNED UNIT DEVELOPMENT AGREEMENT
(The Westbury Village Subdivision)

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DK
ad
MJA

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

David S. Warner
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
(312) 263-3600
Fax: (312)-578-6666

**AMENDMENT TO ANNEXATION AGREEMENT,
ANNEXATION AGREEMENT AND
PLANNED UNIT DEVELOPMENT AGREEMENT**
(The Westbury Village Subdivision)

THIS AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT including all Exhibits and attachments ("**Agreement**"), is made and entered as of the 9th day of September, 2004, by and between OCEAN ATLANTIC CHICAGO, LLC, a Delaware Limited Liability Company ("**DEVELOPER**"), RICHARD A. UNDESSER, JR. and JOHN F. UNDESSER AS CO-EXECUTORS OF THE ESTATE OF HENRIETTA UNDESSER, DECEASED, Administered in the Circuit Court for the 16th Judicial Circuit, Kendall County, Illinois, Case No. 02 P 64 ("**OWNER A**"), RICHARD A. UNDESSER, JR. AND JOHN F. UNDESSER AS CO-EXECUTORS OF THE ESTATE OF RICHARD A. UNDESSER, SR., DECEASED, Administered in the Circuit Court for the 16th Judicial Circuit, Kendall County, Illinois, Case No.. 01 P 95 ("**OWNER B**") OCEAN ATLANTIC/PFG-WESTBURY, LLC ("**OWNER C**"), hereinafter OWNERS A, B, and C are referred to collectively as "**OWNERS**" and the UNITED CITY OF YORKVILLE ("**CITY**"), a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and Aldermen ("**Corporate Authorities**"). OWNERS, DEVELOPER and CITY are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. OWNERS are the owners of record of those certain parcels of real estate legally described on Exhibit "A" attached hereto ("**Undesser Property**").

B. Richard A. Undesser in his lifetime and, Henrietta Undesser in her lifetime and CITY, did make that certain Annexation Agreement dated July 1, 1997 ("**the 1997 Annexation Agreement**") with CITY which provided for, among other things, the annexation of a portion of the Undesser Property to CITY.

C. OWNERS desire to annex additional property legally described on Exhibit "B" attached hereto (the "**Annexation Parcel**"), to CITY for the purposes of developing one contiguous planned unit development (PUD) known as the Westbury Village Subdivision

R

DJK
as
MJK

(approximately 300 acres). The Annexation Parcel is comprised of 43 acres more or less and is shown on the Plat of Annexation attached hereto as Exhibit "B-1". The Annexation Parcel is contiguous with the existing corporate limits of CITY, and is not within the boundary of any other municipality.

D. 1. The Annexation Parcel is located within the Bristol Kendall Township Fire Protection District, the Bristol Township Road District and will remain within the jurisdiction of the Bristol Kendall Fire Protection District and, upon annexation, will be served by CITY'S public library.

2. The corporate authorities of CITY, after due and careful consideration, have concluded that the annexation of the Annexation Parcel to CITY would further the growth of CITY, enable CITY to control the development of the area and serve the best interests of CITY.

E. OWNERS and DEVELOPER desire to proceed with the development of the Undesser Property and the Annexation Parcel (hereinafter collectively referred to as the ("**Subject Property**") for residential and commercial use in accordance with the terms and provisions of this Agreement.

F. OWNERS and DEVELOPER further desire to amend the 1997 Annexation Agreement as it pertains to, and in accordance with, the terms and provisions of this Agreement in order to facilitate the development of the Subject Property for a residential Planned Unit Development, and CITY is agreeable to amending the 1997 Annexation Agreement in accordance with the terms and provisions of this Agreement. This Agreement is not intended, and shall not be construed, to alter or amend the 1997 Annexation Agreement and the rights, duties and obligations thereunder as the same pertains to the real estate that is the subject of the 1997 Annexation Agreement, except as modified by this Agreement.

G. OWNERS and DEVELOPER propose that a portion of the Subject Property be rezoned from Kendall County A-1 Agricultural and United CITY of Yorkville B-3 Service Business District and A-1 Agricultural, to United CITY of Yorkville Planned Unit Development with zoning districts ("Amended Zoning Districts") of B-3 Service Business District (with the area designated special use B-3 in the 1997 Annexation Agreement surviving with this Agreement but only over that area as described in the 1997 Agreement), R-2 One Family Residence District, and R-4 General Residence District. A legal description of each of the Amended Zoning Districts is attached hereto and made a part hereof as Exhibit "B-2". A graphic description of the Amended Zoning District is attached hereto as Exhibit "B-3".

H. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of CITY upon the matters covered by this Agreement.

I. CITY and DEVELOPER have given all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and CITY Ordinances.

J. The Corporate Authorities, after due and careful consideration, have concluded that the amendment of the 1997 Annexation Agreement in accordance with the terms and

provisions of this Agreement, and the rezoning, subdivision and development of the Subject Property as provided for herein, will inure to the benefit and improvement of CITY in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of CITY and will otherwise enhance and promote the general welfare of the people of CITY.

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(i) Each party agrees that it is in the best interests of the OWNERS, DEVELOPER and CITY to develop the Subject Property as a Planned Unit Development (PUD) establishing a unique character and to provide for the orderly flow of traffic in the development and to adjoining real property

(ii) Each party agrees that it is in the best interest of the local governmental bodies affected and the DEVELOPER and OWNERS to provide for specific performance standards in the development of the Subject Property.

(iii) The Annexation Parcel is located contiguous to the corporate boundaries of CITY; and is not within the corporate boundaries of any other municipality.

L. It is the desire of CITY, DEVELOPER and OWNERS that the development and use of the Subject Property proceed as conveniently as may be, in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of CITY now in force and effect, except as otherwise provided in this Agreement.

M. CITY's Plan Commission has considered the Petition, and CITY Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNERS and DEVELOPER.

N. The OWNERS and DEVELOPER and their representatives have discussed the proposed annexation of the Annexation Parcel and have held public meetings with the Plan Commission and CITY Council, and prior to the execution hereof, notice was duly published and a public hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree to enter into this Agreement and to supplement the Petition for Zoning and Annexation and drawings submitted therewith, including the approved Preliminary PUD Plan and Plat of Subdivision to be approved by CITY Council upon the following terms and conditions and in consideration of the various agreements made between the parties, hereby agree as follows:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of CITY Ordinances and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. ANNEXATION.

- A. As to the Annexation Parcel, this Agreement is made pursuant to and in accordance with the provisions of Sections 5/11-15.1-1 et. seq., of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 2002) and with respect to the Subject Property, this Agreement is made pursuant to the Planned Unit Development requirements of Illinois Compiled Statutes and the Special Use Ordinance of CITY; that said State of Illinois statutory provisions provide for annexation agreements to be entered into between owners of record and municipalities; that all of the requirements of the Illinois Compiled Statutes ("Statutes") and specifically Section 5/11-15.1-3, of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 2000), in regard to publication and notice have been met prior to the date fixed for the hearing on the proposed Agreement.
- B. As to the Annexation Parcel, the proper parties have filed with CITY Clerk of CITY a proper Petition for Annexation and this Agreement is entered into after public hearing(s) before the applicable corporate authorities of CITY, which hearings were held in accordance with the provisions of the Statutes of the State of Illinois.
- C. Upon the execution of this Agreement by the OWNERS and Developer, CITY shall execute this Agreement and enact ordinances necessary to annex the Annexation Parcel into the corporate limits of CITY pursuant to the Petition for Annexation and subject to the terms of this Agreement. It is agreed that CITY will promptly record the enacted annexation ordinance and any required plats with the Kendall County Recorder's Office and will file same with the Kendall County Clerk's Office.
- D. If for any reason and at any time, the annexation of the Annexation Parcel to CITY is legally challenged by any person or entity by an action at law or in equity, CITY shall: (i) cooperate with the OWNERS and Developer in the vigorous defense of such action through all proceedings, including any appeals; and (ii) take such other actions as may then or thereafter be possible pursuant to the Illinois Municipal Code to annex the Annexation Parcel and/or other properties to CITY so that the annexation of Annexation Parcel to CITY can be sustained and/or effected.

3. ZONING. Contemporaneously with the annexation of the Annexation Parcel and the execution of this Agreement, the Corporate Authorities shall adopt such ordinances as may be necessary and appropriate to amend the Zoning Ordinance of CITY such that the Subject Property can be zoned and used within the following zoning classifications: B-3 Service Business District with special use, R-2 One Family Residence District, and R-4 General Residence District, all as depicted on Exhibit B-3, attached hereto and made a part hereof. The zoning map of CITY shall thereupon be modified to reflect the classifications of the Subject Property as aforesaid. The existing uses on the Property may continue to operate as non-

conforming uses until such time as a final plat is approved for the affected portion of the Property.

4. SUBDIVISION OF UNDESSER PROPERTY.

A. Approval of Preliminary PUD Plan.

- (i) DEVELOPER has submitted to CITY a Preliminary PUD Plan and Plat for the Subject Property (prepared by The Lannert Group (with a latest revision date of April 30, 2004), a copy of which Preliminary PUD Plan Plat is attached hereto and made a part hereof as Exhibit "C" ("**Preliminary PUD Plan and Plat**"). Hereinafter, the term "Preliminary PUD Plan and Plat" shall be referred to as the "Preliminary PUD Plan". DEVELOPER has also submitted to CITY a Preliminary Open Space Plan, a Buffer Yard Planting Plan, a Landscape Plan-Area Details and a Sign Package Plan Sheet for the subject property (prepared by the Lannert Group, all with the latest revisions dated of April 30, 2004) which combined are referred to as the Preliminary Landscape Plan and are attached hereto as Exhibit "D" and a "Preliminary Engineering Plan" prepared by Cemcon, Ltd. with latest revision date as of April 29, 2004, a copy of which Preliminary Engineering Plan is attached hereto as Exhibit "E" ("**Preliminary Engineering Plan**"). The Preliminary PUD Plan, Preliminary Landscape Plan and Preliminary Engineering Plan are collectively referred to as the "**Preliminary Plans**". Prior to execution of this Agreement, DEVELOPER has submitted the Preliminary PUD Plan to the Plan Commission of CITY. In accordance with the Preliminary PUD Plan, the Subject Property shall be developed in substantial conformance with the single-family detached and single-family attached dwelling unit pods and commercial area pod as set forth in the Preliminary PUD Plan, with a total buildable subdivided lot count not to exceed 289 of one-family detached lots, and 601 single-family attached units. The single-family attached units shall consist of 296 Townhome Units and 305 Courtyard Home Units. The Commercial Area shall be 22.7 acres, subject to Final Plat and Final Engineering review, as defined in Paragraph 3.B. hereof. As used in this Agreement, the term "Courtyard Home" shall mean townhome type units situated around a center court with rear garage entry.
- (ii) The DEVELOPER or any OWNER shall submit Final PUD Plans and Plats in such phases as DEVELOPER or any OWNER chooses, that substantially conform with the Preliminary PUD Plan, for review and approval in accordance with CITY Ordinances.
- (iii) The Subject Property shall be developed in the manner and in accordance with the Preliminary PUD Plan, and such development shall be in conformance with CITY's Zoning Ordinance, Subdivision Regulations, Building Code, and other CITY ordinances, codes, rules and regulations pertaining to the development of the Subject Property as provided in

Paragraph 4B of this Agreement, except as otherwise modified or varied pursuant to the terms of this Agreement. The engineering design for the unit layouts, sanitary sewer, water, storm sewer service and the storm water retention/detention, as well as the streets and sidewalks within, upon and serving the Subject Property, shall be in substantial conformance with the approved Preliminary Engineering Plan.

- (iv) DEVELOPER is authorized to undertake mass earthwork and grading of the Subject Property, or so much thereof as DEVELOPER shall choose, after approval of the Preliminary PUD Plan and prior to approval of the Final PUD Plan and Plat and Final Engineering and in accordance with CITY's Soil Erosion and Sediment Control Ordinance, at Developer's sole risk.

B. Approval of Final PUD Plan and Plat and Final Engineering.

- (i) DEVELOPER and OWNERS shall have the right to develop the Subject Property in such number of phases or units (individually a "**Phase of Development**") and collectively the "**Phases of Development**") as DEVELOPER or OWNERS may from time to time determine in their sole discretion upon submittal of a Final Plat for such phase or phases. CITY may require Final Engineering for certain elements of additional phases as they may affect the final plat for which approval is sought. Nothing herein requires construction of elements outside of the phase of development for which final plat approval is sought except to the extent that any public utility improvements are required to serve the platted subject phase.
- (ii) Upon the submittal by DEVELOPER or OWNERS to CITY of a final plat of subdivision ("**Final Plat**"), final landscape plan ("**Final Landscape Plan**") and final engineering plans ("**Final Engineering Plan**") for a Phase of Development, which substantially conform with the approved Preliminary PUD Plan and approved Preliminary Engineering Plan as to such Phase of Development, CITY shall promptly approve such Final Plat, so long as it is in substantial conformity with the approved Preliminary PUD Plan, and in compliance with applicable law, and cause the Final Plat to be duly recorded with the Kendall County Recorder's office provided DEVELOPER, or OWNERS as the case may be, comply with applicable CITY regulations pertaining to (a) the posting of the applicable Security Instruments, as defined in Paragraph 7 of this Agreement, for such Phase of Development, and (b) the payment of applicable fees to CITY as provided for in this Agreement. CITY shall cooperate with DEVELOPER and OWNERS to secure such approvals as may be required by other governmental authorities with jurisdiction. The Final Plat, Final Landscape Plan and Final Engineering Plan are referred to herein collectively as the "**Final Plans**".

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- (iii) CITY acknowledges that additional time than that accorded in CITY's Subdivision Regulations may be required before DEVELOPER or OWNERS can submit one or more final plats of subdivision for approval, due to time required for construction of sanitary sewer lines and expansion of off-site sanitary sewer plant capacity. Accordingly, DEVELOPER and OWNERS shall have seven (7) years from the date of approval of the Preliminary PUD Plan to submit any final plat for review and approval, notwithstanding any shorter time period for such submittal in any applicable ordinance, code or regulation. Should a final plat be tendered for review and approval subsequent to the expiration of said seven (7) year period, then prior to approval CITY shall have the right to require the final plat to comply with the CITY'S ordinances, rules, regulations and codes prevailing at that time regarding the development of a residential subdivision, except that the application of any such ordinance, rule, regulation or code shall not result in a reduction of the number of residential building lots approved in this Agreement (as shown on the Preliminary Plan for the Subject Property) nor result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming, notwithstanding any provision of this agreement to the contrary.
- (iv) Concurrent with submittal of a Final Plat for CITY's review, DEVELOPER shall submit to CITY for its review a copy of the Declaration of Covenants, Conditions and Restrictions (or similarly named document) ("**Declaration**") which will be used by DEVELOPER and OWNERS to establish the covenants, conditions and restrictions for such Phase of Development. The Declaration shall provide for the authority of DEVELOPER to establish an association or associations of homeowners (each a "**Homeowners Association**") which shall have Primary Responsibility, for the ownership, care and maintenance of the common open space areas within the Subject Property as listed in Exhibit "F" attached hereto ("**Common Facilities Plan**") and the collection of assessments from the association members to defray the cost thereof. The Declaration shall be recorded for each Phase of Development simultaneously with the recording of the Final Plat for each Phase of Development. The Backup or Latent SSA, as defined in Paragraph 24 of this Agreement, shall be utilized by CITY to carry out the Secondary Responsibility, as defined in said Paragraph (24), to fund the cost of maintaining the Common Facilities.

C. Right to Farm Disclosure. DEVELOPER and OWNERS agree to include Kendall County "Right to Farm Statement" language and a "Statement Authorizing Continuing Business Operations" attached hereto as Exhibit "G" on each Final Plat of Subdivision.

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5. DEVIATIONS FROM LOCAL CODES. The specific deviations from CITY's ordinances, rules, and codes as set forth in Exhibit "H" attached hereto have been requested, approved and are permitted with respect to the development, construction, and use of the Subject Property ("**Permitted Deviations**").

6. UTILITIES AND PUBLIC IMPROVEMENTS. OWNERS and DEVELOPER agree that any extension and/or construction of the following utilities and public improvements shall be performed in accordance with existing CITY subdivision regulations as varied or modified by this Agreement, and such work and the cost thereof shall be the responsibility of OWNER and DEVELOPER, except as otherwise provided in this Agreement:

A-1. Sanitary Sewer Facilities. CITY represents but does not warrant to OWNERS and DEVELOPER that the sanitary sewer treatment facilities that serve or will serve the Subject Property, owned and operated by the Yorkville-Bristol Sanitary District (YBSD) have sufficient capacity to adequately serve the needs of DEVELOPER and OWNERS and occupants of the SUBJECT PROPERTY as developed pursuant to the terms of this Agreement, but CITY does warrant that it will have sanitary sewer interceptor lines sufficient to serve the needs of DEVELOPER, OWNERS and occupants of the Subject Property as developed in accordance herewith. Subject to legal review and YBSD commitment OWNERS shall cause the 43-acre portion more or less, of the Subject Property not previously done so, or such developable portions thereof as may be appropriate, to be annexed to the YBSD for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of the YBSD. The installation of sanitary sewer lines to service the Subject Property and the connection of such sanitary sewer lines to the existing sewer lines of the YBSD shall be carried out in substantial compliance with the Final Engineering Plan as approved by CITY and by the YBSD as required for each Phase of Development. CITY shall fully cooperate with OWNERS and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act ("IEPA"), permitting the construction and connection of the sanitary sewer lines to the YBSD facilities, in order to facilitate the development and use of each Phase of Development of the Subject Property. CITY shall obtain all necessary easements and other property rights as may be required, and shall use its power of eminent domain if necessary, to secure the necessary easements and any other property rights to install the sanitary sewer main extensions for the Rob Roy Creek Sanitary Sewer Interceptor (the "Sanitary Sewer Interceptor"). The costs incurred by CITY for such easements and other property rights shall be paid by OWNERS/DEVELOPER and added to the recapture amounts described in the 1997 Annexation Agreement. If CITY has not obtained the aforesaid easements and other property rights prior to October 15, 2004, CITY shall immediately commence condemnation proceedings, if it had not already done so, to obtain the same. CITY shall complete its acquisition of the easements and other property rights not later than January 15, 2005.

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- A-2. The sanitary sewer mains installed by DEVELOPER or any OWNER for each Phase of Development which are eighteen (18) inches or more in diameter (“**Large Lines**”) shall be conveyed to the YBSD and the YBSD shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Large Lines. The sanitary sewer lines which are less than eighteen (18) inches or smaller in diameter (“**Small Lines**”) shall be conveyed to CITY and CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Small Lines following CITY’s acceptance thereof, which acceptance shall not be unreasonably denied or delayed.
- A-3. The Sanitary Sewer Interceptor shall be installed, operational and available for use within the Subject Property to a point just south of the Rob Roy Creek (as depicted on Exhibit I) not later than June 1, 2005. DEVELOPER shall deposit \$50,000.00 with CITY and cause a Letter of Credit, consistent with the format attached hereto as Exhibit I-1, in the amount of \$700,000.00 to be deposited with CITY (the Sanitary Sewer Interceptor Engineering Fee) to secure funds required for the surveying, geotechnical, engineering, bidding and construction management work for the Improvements. The aforescribed \$750,000 Sanitary Sewer Interceptor Engineering Fee advanced by DEVELOPER shall be credited against the \$2,000 per unit City Sewer Connection Fee as identified in Paragraph 14C. CITY shall issue “Revenue Bonds” or other form of bond as prepared by CITY and agreed upon by the DEVELOPER and OWNERS (by January 15, 2005, which bonds shall be repaid with the YBSD Interceptor Participation Fee (IPF), and City of Yorkville Sanitary Sewer Connection Fees (Sanitary Sewer Fees), as identified in Paragraph 14.C. for those properties identified on the 2003 copyright Kendall County Assessors maps attached hereto as Exhibit I-2 and identified as “Properties Subject to City of Yorkville Rob Roy Creek Interceptor Bond Repayment”. In the event CITY is not able to issue the Revenue Bonds by January 15, 2005, then DEVELOPER may elect to finance the Sanitary Sewer Interceptor through a private offering repaid through Sanitary Sewer Fees described above. In such event: i) DEVELOPER’S Letter of Credit shall be released in full and DEVELOPER shall be entitled to a management fee of 8% of the total bond cost and, ii), the CITY will authorize the DEVELOPER to assume the position of the CITY regarding all rights and remedies to construct the Interceptor and to enforce the repayment of the bonds through the payment of all fees due to the CITY and YBSD from the properties listed above. In the event the Sanitary Sewer Interceptor Improvements do not proceed by either CITY or DEVELOPER by March 1, 2005, the CITY shall reimburse DEVELOPER for all Sanitary Sewer Interceptor Engineering Fees within 45 days of written notice by DEVELOPER.
- A-4. In the event the Sanitary Sewer Interceptor is not installed, operational and available for use on the Subject Property by June 1, 2005, CITY agrees to allow DEVELOPER to pump sewerage on an as needed basis from the deepest manhole in the Subject Property and transport the pumped sewerage by motor vehicle to

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the YBSD sewage treatment plant for processing (the "Temporary Disposal Alternative"). CITY further agrees to issue building permits for up to fifty (50) dwelling units for the subdivision prior to the operation of the Sanitary Sewer Interceptor, and no less than thirty-four (34) dwelling units will be issued occupancy permits and will be allowed to discharge sewerage into the system using the Temporary Disposal Alternative. DEVELOPER agrees to pay any extra costs incurred for transporting and treating said sewerage, and to provide CITY with a Certificate of Insurance naming CITY as additional insured, and agrees to hold CITY harmless from any and all claims resulting from said Temporary Disposal Alternative. CITY represents and warrants to DEVELOPER that there is no administrative, judicial, or legislative action pending or being threatened that would result in a reduction of, or limitation upon, any party's right to use the existing sanitary sewer.

- B-1. Water Facilities. CITY represents and warrants that the water distribution system of CITY currently has and CITY will reserve sufficient capacity to service the Subject Property with potable water for domestic water consumption and fire flow protection, if the Subject Property is developed in accordance with this Agreement. CITY further agrees, following acceptance by CITY of the public improvements constructed within the Subject Property, to maintain said water distribution system to and within the Subject Property. CITY further agrees to cooperate with OWNERS and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, to permit the Subject Property to be served with potable water and fire flow protection. In addition, CITY will accept dedication of, and thereafter maintain, all primary water lines constructed by DEVELOPER, or OWNERS, as the case may be in substantial conformity with the Final Engineering for each Phase of Development, pursuant to applicable provisions of the Subdivision Ordinance and other applicable codes and ordinances of CITY. Location and size of the water lines to be installed by DEVELOPER, or OWNERS, as the case may be shall be in substantial conformity with the Preliminary Engineering Plan, subject to review and approval of the Final Engineering Plan for each Phase of Development. CITY agrees that it shall, without cost to DEVELOPER, or OWNERS, as the case may be extend its existing water main to the Subject Property and obtain necessary easements. CITY shall construct the necessary public watermain infrastructure, and DEVELOPER, or OWNERS, as the case may be shall connect the Subject Property to CITY water supply system in accordance with the approved engineering. CITY shall, at its expense, procure sufficient temporary construction and permanent utility easements adjacent to the Subject Property ("**Offsite Water Easements**") to enable CITY to construct the Offsite Water Extension in a timely manner to provide water service to the Subject Property.
- B-2. OWNERS and DEVELOPER agree, that upon approval of this agreement by CITY Council, they will each execute and OWNERS and DEVELOPER will

grant to CITY the necessary easements to construct CITY water main facilities in accordance with the easement agreement attached hereto as Exhibit "J".

B-3 CITY represents and warrants to OWNERS and DEVELOPER that CITY'S potable water, fire flow and water storage facilities have sufficient capacity to adequately serve the needs of OWNERS and DEVELOPER and occupants of the SUBJECT PROPERTY as developed pursuant to the terms of this Agreement. CITY has notified the OWNERS and DEVELOPER that CITY is currently not in compliance with a State mandated program to reduce the level of radium in CITY's water supply.

C. Permits. INTENTIONALLY OMITTED.

D. Recapture. CITY represents and warrants to DEVELOPER and OWNERS that DEVELOPER and OWNERS shall not become liable to CITY or any other party for recapture upon the annexation and/or development of the SUBJECT PROPERTY for any existing sewer or water lines or storm water lines and/or storage facilities that may serve the SUBJECT PROPERTY; provided, however, subject to the terms of this Agreement, DEVELOPER or, as the case may be, OWNERS A and B shall be responsible to pay sewer and water connection fees subject to the terms of this Agreement. Notwithstanding the foregoing, the method for financing water and sanitary sewer extensions to the SUBJECT PROPERTY has not been determined, and is not being waived by CITY; provided such financing does not result in any cost or expense to OWNERS or DEVELOPER other than customary connection fees not otherwise prohibited by this Agreement and that are applicable on a city-wide basis.

E. Storm Water Facilities.

(i) DEVELOPER shall provide for storm water drainage and the retention/detention thereof upon and from the Subject Property, in substantial conformity with the Preliminary Engineering Plan and the Preliminary Stormwater Management Report dated February 11, 2004, subject to review and approval of Final Engineering for each Phase of Development, in the following manner:

(a) Installation of underground sewers within that part of the Subject Property to be developed and improved with buildings, structures, streets, driveways, and other locations as identified on the Preliminary Engineering Plan, which improvements shall be conveyed to CITY and thereafter owned and maintained by CITY.

(b) Installation of graded, open swales or ditches and storm water retention/detention areas and compensatory storage areas as depicted on the Preliminary Engineering Plan within that part of the Subject Property designated on the Preliminary Engineering Plan for such purpose, subject

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to review and approval of Final Engineering for each Phase of Development.

- (ii) Unless required by a superior governmental authority, CITY, for the full term of this Agreement and any extension thereof, shall require no more than that degree and type of storm water retention/detention as is currently called for in the ordinances of CITY existing and enforceable on the date hereof. The foregoing notwithstanding, any so called "grandfather" provisions contained in the mandate of such superior governmental authority referred to in the previous sentence, which would serve to exempt or delay implementation against the Subject Property, shall be given full force and effect.
- (iii) The DEVELOPER and CITY agree that the current IDNR approved flood flows and Base Flood Elevations in the Rob Roy Creek Flood Study have been used to compute and establish the stormwater management areas as shown on the Preliminary Engineering Plan and as detailed in the Preliminary Stormwater Management Report. Notwithstanding the foregoing, if said IDNR approved flows and elevations are revised and further reconfirmed and approved by IDNR, and the floodplain area and volume is found to be modified and reduced, the DEVELOPER and CITY agree that such modification shall not result in a change of the total dwelling unit count as proposed in the Preliminary P.U.D. Plan.
- (iv) The DEVELOPER and CITY agree that no lots shall be platted within areas determined to be floodplain based on the current IDNR approved flood flows and Base Flood Elevations in the Rob Roy Creek Flood Study, without those areas first being modified and removed from potential floodplain in accordance with all applicable Local or State requirements. It is further agreed that all platted property (except stormwater management and open space areas) shall be at a minimum elevation of (1) foot above said Base Flood Elevations and that the lowest opening (i.e. window wells, window sills, door thresholds, garage slabs) of any habitable structure shall be at a minimum elevation of two (2) feet above said Base Flood Elevations.
- (v) The DEVELOPER and CITY agree that compensatory storage will be provided for all storage lost or displaced in the floodplain due to proposed development activities in accordance with current City Ordinances. It is further agreed that in the event the floodplain area or volume is enlarged due to an approved revision of the Rob Roy Creek Flood Study, that the DEVELOPER and CITY shall diligently pursue the analysis and specific findings which allow a "Modification of Standard" to reduce the compensatory storage ratio from 1.5:1 to a value of not less than 1.0:1 as said "Modification of Standard" provides for in current City Ordinances.

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- (vi) This agreement shall in no way diminish the OWNERS'/DEVELOPER'S requirement to obtain all required Local or State permits or approvals to perform any and all work within or adjacent to Rob Roy Creek or the Rob Roy Creek Floodplain.
- (vii) The DEVELOPER and CITY agree that development within the existing floodplain and floodway at the southeast corner of the PROPERTY will be subject to the findings of the Rob-Roy Creek Flood Study relating to its Raymond Tributary. Compensatory storage shall be provided in accordance with City ordinances existing and enforceable on the date hereof and a new storm sewer outfall pipe shall be installed (with proportionate costs subject to a recapture agreement) to replace and/or supplement the function of the existing drainage tiles that cross the southeast corner of the PROPERTY. The DEVELOPER and the CITY agree to work together and with other property owners in the Raymond Drainage Area to pursue all reasonable comprehensive regional stormwater management solutions that are in the best interests of all affected.
- (viii) CITY shall approve a minimum of 15% of the area dedicated to stormwater management for the PROPERTY to satisfy that proportionate share of the "additional open space requirements calculations" as outlined in the current United City of Yorkville Land Use Plan, adopted September 10, 2002, and in accordance with the calculations depicted on the Open Space Allocation Exhibit attached as Exhibit "K".
- (ix) The DEVELOPER shall make improvements to the existing Rob Roy Creek drainageway as proposed on Exhibit "K", the Preliminary Engineering Plans, the Preliminary P.U.D. Plan and other supporting documents. CITY shall not require additional improvements (beyond those set out on the aforementioned Exhibits and documents) to the Rob Roy Creek unless such improvements are universally applied by CITY to all properties, within its jurisdiction, in the Rob Roy Creek Watershed. OWNERS shall dedicate to CITY and CITY shall accept ownership of all open space including the Regional Bicycle Trail. The Westbury Village Homeowner's Association (WVHOA) will maintain the dedicated open space other than the Regional Bicycle Trail and the CITY will establish a dormant or "back-up" Special Service Area [and the WVHOA covenants, limitations and restrictions (Exhibit "L") will so allow], to provide funds for the open space maintenance in the event the WVHOA fails to meet its maintenance responsibilities.
- (x) DEVELOPER will cause a storm sewer adjacent to the proposed Rob Roy Creek Sanitary Sewer to be installed as identified on Exhibit E-1 (the "Raymond Outfall Storm Sewer") that will discharge into the Rob Roy Creek downstream of the Subject Project. CITY will obtain such easements or other property rights as may be necessary to serve the

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Raymond Outfall Storm Sewer which shall be sized sufficiently to provide for the required release of the tributary Westbury Village stormwater management facilities. Any oversizing of the Raymond Outfall Storm Sewer shall be subject to recapture as per Paragraph 6.D., hereof.

- F. Sidewalks and Street Related Improvements. DEVELOPER or, as the case may be, OWNERS A and B shall cause the curb, gutter, street pavement, street lights, recreational path and public sidewalks, to be installed upon the Subject Property in substantial conformity with the Preliminary PUD Plan as approved for each Phase of Development and the applicable provisions of the Subdivision Regulations of CITY, as modified or varied pursuant to this Agreement. Notwithstanding anything contained herein or in any CITY ordinance, rule or regulation to the contrary, all public sidewalks and parkway landscaping to be constructed or installed upon the Subject Property pursuant to the approved Final Engineering Plan for each Phase of Development shall be covered by the appropriate Security instrument, but shall be installed and completed on a lot by lot or block by block basis, and need not be installed or completed by DEVELOPER and OWNERS as a part of the public improvements for each Phase of Development. CITY shall accept the ownership and maintenance responsibility of the portions of the Regional Bicycle Trail, as depicted on Exhibit "F" constructed in accordance with the Final Plat and Final Engineering Plan, located in the public right of way.

7. SECURITY INSTRUMENTS.

- A. Posting Security. DEVELOPER or as shall then be required, OWNERS A and B shall deposit, or cause to be deposited, with CITY such irrevocable letters of credit, contractor's performance bonds or surety bonds as DEVELOPER, or OWNERS A and B in their sole discretion shall choose, ("**Security Instruments**") to guarantee completion and maintenance of the public improvements to be constructed as a part of the development of each Phase of Development as are required by applicable ordinances of CITY. The amount and duration of each Security Instrument shall be as required by applicable ordinances of CITY. All such Security Instruments if in the form of an irrevocable letter of credit shall be substantially in the form set forth in Exhibit "M," attached hereto. CITY Council, pursuant to recommendation by CITY Engineer, shall from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of eighty-five (85%) of the value certified by CITY Engineer of the completed work, so long as the balance remaining in the Security Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the applicable Phase of Development. The Security Instruments for the public improvements for each Phase of Development shall be deposited with CITY prior to the recordation of the Final Plat for each Phase of Development.
- B. Release of Underground Improvements and Streets. Upon completion and inspection of street and related improvement and underground improvements in

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each Phase of Development; and acceptance by CITY engineer, DEVELOPER and OWNERS shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by CITY, in conformance with CITY Subdivision Control Ordinance. Notwithstanding the foregoing, the installation of the final surface course for streets shall not be required prior to the appropriate reduction of any applicable security instrument.

- C. Transfer and Substitution. Upon the sale or transfer of any portion of the Subject Property, the party posting the security shall be released from the obligations secured by its Security Instruments for public improvements upon the submittal and acceptance by CITY of a substitute Security Instrument approved by CITY, securing the costs of the improvements set forth therein by the proposed developer.

8. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS.
The public improvements constructed as a part of the development of each Phase of Development shall be accepted by CITY pursuant to the provisions of the Subdivision Ordinance. CITY shall exercise good faith and due diligence in accepting said public improvements following DEVELOPER's or OWNERS' completion thereof for each Phase of Development in compliance with the requirements of said ordinance; and CITY Engineer shall make his recommendation to the Public Works Committee or other designated Committee not later than 30 days subject to force majeure from the date of DEVELOPER'S or OWNERS' request for approval of any Public Improvements. Each request shall be made in writing.

9. AMENDMENTS TO ORDINANCES.

- A-1. Any ordinances, regulations, and codes which are subsequently enacted by CITY shall not be applied to the development of the Subject Property except upon the written consent of DEVELOPER or OWNERS during said five (5) period. After said five (5) year period, the Subject Property and its development will be subject to all ordinances, regulations, and codes of CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved on the Preliminary Plan for the Subject Property, alter or eliminate any of the ordinance variations modifications, departures or deviations provided for herein, nor result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of CITY.

(i) The foregoing to the contrary notwithstanding, in the event CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the Subject Property pursuant to the express and specific mandate of any superior governmental authority, and applicable generally within CITY and not specifically to the SUBJECT PROPERTY, such ordinance or regulation shall apply to the Subject Property and be complied with by DEVELOPER and OWNERS, provided, however, that any so called "grandfather" provision

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contained in such superior governmental mandate which would serve to exempt or delay implementation against the Subject Property shall be given full force and effect. Nothing herein shall be construed as to prevent OWNERS or DEVELOPER from contesting or challenging any such mandate of any superior governmental authority at the sole cost of OWNERS or DEVELOPER in any way legally possible, including, without limitation, by challenging such mandate on its face or as applied to the Subject Property in any administrative or judicial forum having jurisdiction,

(ii) The ordinance amendments pending on the date of this Agreement shall apply to the Subject Property as though they had been approved by CITY Council in substantially the same form, content and wording as those copies attached hereto as Exhibit "N" and to the extent they are passed by the City Council and effective and applicable generally to all property in CITY, within thirty (30) days of the date of this Agreement, except that, should the final applicable form of such ordinance amendments, as passed by CITY Council be more favorable to Developer, than the form(s) attached as Exhibit N, then the more favorable, approved and applicable versions of said ordinance amendments shall replace Exhibit N.

- A-2. Notwithstanding any of the terms or provisions of this Agreement, no change, modification or enactment of any ordinance, code or regulation, so long as they do not affect CITY's ISO insurance rating, shall be applied during the five (5) year period following the execution of this Agreement by all parties so as to: (i) affect the zoning classification of the Subject Property or any Parcel or Phase thereof, (ii) affect CITY'S Bulk Regulations, including, but not limited to, setback, yard height, FAR and frontage requirements, (iii) affect the uses permitted under the Zoning Ordinances of CITY specified under this Agreement, (iv) interpret any CITY ordinance in a way so as to prevent DEVELOPER or OWNERS or their assigns from developing the Subject Property or any Parcel or Phase thereof in accordance with this Agreement. Except as modified by the previous sentence and the provisions hereof or other terms and provisions of this Agreement, OWNERS and DEVELOPER, shall comply in all respects with the conditions and requirements of all ordinances of CITY, applicable to the Subject Property and all property similarly situated and zoned within CITY as such ordinances may exist from time to time subsequent to annexation to CITY, provided, however, notwithstanding any other provision of this Agreement, if there are ordinances, resolutions, regulations, or codes or changes thereto which are less restrictive in their application to similarly situated and zoned lands, then DEVELOPER and OWNERS, at their election, shall be entitled to application of such less restrictive ordinances, regulations and/or codes to the Subject Property and any Parcel or Phase thereof.
- A-3. DEVELOPER, OWNERS and all successor parties in interest to the Subject Property or any Parcel or Development Phase thereof shall be entitled to take advantage immediately of any subsequently adopted amendment(s) to CITY'S

ordinances, regulations, resolutions and/or codes that establish provisions that are less restrictive than the provisions of CITY'S current codes in effect as of the effective date of this Agreement so long as such less restrictive provisions do not frustrate the purpose of this Agreement or the intent of the parties relative to the development of the Subject Property or any Parcel or Development Phase thereof. In the event of any conflict between the provisions of this Agreement, and the ordinances, codes, regulations and resolutions of CITY, the provisions of this Agreement shall control over the provisions of any ordinances, codes, regulations and resolutions of CITY.

B. Performance Standards. CITY agrees to the following design standards for the land use areas as shown on the Preliminary PUD Plan (each of the land use areas is referred to as a "Pod"):

1. Single Family – Detached (Pod 1 – 85 units; Pod 2-120 units; Pod 6-84 units):
 - a. Minimum Lot Size shall be 12,000 square feet, unless the lot abuts open space of not less than 25' in depth, in which case the Minimum Lot Size may be reduced to 10,000 s.f.; except on lots adjacent to Galena Road and Illinois Rte. 47, in which case the minimum open space shall be 25' in depth in addition to the 30 foot roadway landscape buffer;
 - b. Minimum Lot Width – 80 feet;
2. Courtyard Homes – Single Family Attached - (Pod 3 – 128 units; Pod 7-177 units):
 - a. Maximum gross density shall not exceed eight (8.0) dwelling units per acre;
 - b. Minimum building envelope area shall be 9,000 square feet;
 - c. Minimum building envelope width shall be 90 feet;
 - d. Minimum Lot Coverage (defined as the area within the outside building foundation walls) of each pod shall not exceed thirty percent (30%);
 - e. Maximum number of dwelling units per building shall not exceed eight (8).
3. Townhome - Single Family Attached (Pod 5-146 units; Pod 8-150 units):
 - a. Maximum gross density shall not exceed eight (8.0) dwelling units per acre;

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- b. Minimum building envelope area shall not exceed 9,000 square feet;
- c. Maximum Lot Coverage (defined as the area within the outside building foundation walls) of each pod shall not exceed thirty percent (30%);
- d. Maximum number of dwelling units per building shall not exceed eight (8).

4. Commercial Area.

- a. Standards - Site plan to be submitted with preliminary and final PUD plan for Commercial Area in the B3 Service Business District – to be developed in accordance with standards in effect at the time of the execution of this Agreement, and subject to the PUD process.

B. Residential Setbacks. CITY agrees to the following setbacks as shown on the Preliminary Plan:

1. Single Family – Detached – (Pods 1, 2, and 6):

- a. Front yard 30'
- b. Exterior corner side yard 30' (25' on lots containing a 3-car garage with Special Use as permitted pursuant to Recital G, herein as identified on the Preliminary PUD Plan)
- c. Side yard 8.5' (7.5' on lots containing a 3-car garage). The side yard setback for lots containing either public water or sanitary sewer mains or storm sewer in side yards shall be increased to 10' to accommodate this condition.
- d. Rear yard 40'

2. Courtyard Homes – Single Family Attached (Pods 3 and 7):

- a. Front yard
 - (i) if adjacent to internal public right-of-way - 20'
 - (ii) if adjacent to private street – 20' from private roadway
 - (iii) no public utilities shall be located within 15' of any building, as measured perpendicular to the utilities
- b. Exterior corner side yard 20'
- c. Side yard 10'

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- d. Rear yard 25' unless adjacent to the Rob Roy Creek Open Space Corridor, in which case the rear yard setback may be reduced to 10'
3. Townhome Parcel – Single Family Attached (Pods 5 and 8):
- a. Front Yard
 - (i) if adjacent to internal public right-of-way - 20'
 - (ii) if adjacent to private street – 20' from edge of pavement (if the driveway access to the public street is provided in this location, then the setback shall be 30')
 - b. Exterior corner side yard 20'
 - c. Side yard 10'
 - d. Rear yard 25' unless adjacent to the Rob Roy Creek corridor open space, said setback may be reduced to 10'
4. Minimum Building Separations (Pods 3, 5, 7 and 8) up to ten percent (10%) of the buildings in each pod are permitted to have building separations as follows:
- a. Rear to rear 50'
 - b. Front to side 30'
 - c. Front to front 40'
 - d. Unless otherwise set forth and depicted on the Preliminary PUD Plan, all other minimum building separations shall be as follows:
 - (i) Rear to rear 60'
 - (ii) Front to side 40'
 - (iii) Rear to front 80'
 - (iv) Garage to garage 60'
 - (v) Side to rear 40'
 - (vi) Side to side 20'
 - (vii) Front to front 50'
5. Fire Suppression – Single-family attached. The DEVELOPER will install in any Single-family attached unit that is 150 feet or greater from any public or

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privates street, a 13R fire suppression system or equivalent, if so requested by CITY after consultation with the fire protection district.

6. Architectural Standards – Not less than 50% of the total area comprising the front and side elevations of all single-family attached units, shall have a facade of brick or stone material.

7. Commercial Area – Standards – Site plan to be submitted with preliminary and final plan for the Commercial Area.

D. Clubhouse/Recreational Facilities. Developers agree to substantially complete the clubhouse and other recreational facilities on or before December 31, 2008, subject to force majeure, abnormal weather conditions and delays that are solely within the control of CITY.

10. BUILDING PERMITS AND RELATED INSPECTIONS.

A. CITY shall act upon each application for a building permit for which DEVELOPER, OWNERS, or their duly authorized representatives shall apply, in accordance with the approved final plat and approved final engineering for the development of any Phase of the Subject Property, within fifteen (15) business days of the date of the application therefor or within fifteen (15) business days of receipt of the last of the documents and information required to support such application, whichever is later. If the application is disapproved, CITY shall provide the applicant with a statement in writing specifying the reasons for denial of the application including specifications of the requirements of law that the applicant and supporting documents fail to meet. CITY agrees to issue such building permits upon the compliance with those legal and documentary requirements so specified by CITY.

B. Subject to any other necessary governmental regulatory approval, CITY shall permit DEVELOPER or OWNERS and their duly authorized representatives, to install temporary waste water holding tanks and temporary water facilities to serve sales offices or similar temporary structures, and model buildings constructed on the Subject Property or any Parcel or Phase thereof, provided that each such temporary tank and temporary water facility shall be removed and disconnected and said structures shall be connected to the sewer or other permitted waste disposal systems, and water mains, at DEVELOPER'S or, as may be applicable any OWNER's sole cost, at such time as sewer and water systems become available.

C. No permit fees, plan review fees or inspection fees shall be imposed by CITY unless the same are lawful and being collected by CITY from owners, users and developers of similarly situated and zoned property within CITY limits as of the date of the imposition of such fees.

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11. BUILDING CODE. The building codes for CITY in effect as of the date of this Agreement are as set forth in Exhibit "O". Notwithstanding the provisions of Paragraph 9 of this Agreement, all deletions, or additions to the building codes of CITY pertaining to life/safety considerations adopted after the date of this Agreement, shall be applicable to the Subject Property upon the expiration of the twelfth (12th) month following the effective date of such deletion, or addition, whether or not such date occurs during the five (5) year period next following the date of this Agreement, or any time thereafter, except as to those items expressly provided for herein and so long as they do not affect CITY's ISO insurance rating.

12. FEES AND CHARGES. During the first five (5) years following the date of this Agreement, CITY shall impose upon and collect from OWNERS and/or DEVELOPER, and their respective contractors and suppliers, only those permit, license, tap on and connection fees and charges, and in such amount or at such rate, as are in effect on the date of this Agreement and as is generally applied throughout CITY.

13. CONTRIBUTIONS. No OWNERS and no DEVELOPER shall be required to donate any land or money to CITY, except as otherwise expressly provided in this Agreement. CITY expressly acknowledges that park donations are within CITY's control and incorporated herein.

14. OWNERS'S/DEVELOPER'S CONTRIBUTIONS. As may be applicable, OWNERS or DEVELOPER shall be responsible for making the following contributions to compensate the Yorkville Community School District #115 ("**School District**") and the United City of Yorkville Parks and Recreation Department ("**Recreation Department**") for the estimated impact which is projected to be experienced by the School District and the Recreation Department as a result of the development of the Subject Property in the manner provided for under this Agreement:

- A-1. School Contribution. OWNERS and DEVELOPER shall provide a combination contribution of land to the School District and cash-in-lieu of land to the School District for use by the School District for a school building and associated grounds ("**School Contribution**"). The total land area required for the School Contribution pursuant to applicable ordinances of CITY, based upon the PUD Plan, is 26.162 acres. OWNERS and DEVELOPER shall cause fee title to no less than 15.0 acres of land ("**School Site**"), identified on the Preliminary PUD Plan, to be conveyed to the School District, in partial satisfaction of the School Contribution. The balance of the School Contribution shall be paid by a cash contribution not to exceed \$647,396 in accordance with the 1997 Annexation Agreement, as applicable, at the time that building permits are issued by CITY for residential units and in the amount attributable on a pro rata basis to the number of residential units for which said building permits are then issued. The School Site shall be maintained by the UNDESSER OWNERS until such time that it is conveyed in such manner and at such time as required by applicable ordinances of CITY. The OWNERS or DEVELOPER shall convey the School Site to the School District within 18 months of City Council approval of the final subdivision plat containing the School Site. Prior to conveyance of the School Site, OWNERS A and B shall, at their expense, grade, seed and prepare the School Site

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in accordance with the approved Final Engineering. The School Site is combined with the Park Site, generally south of Pod 1 and north of Pod 2 as depicted on the Preliminary PUD Plan.

- A-2 If the School District does not actually use the School Site for a classroom school building and parking and play area within eight (8) years after the recording of the Final Plat for that Phase of Development in which the majority of the school site is located, then the School District shall have the obligation to convey the School Site to the person, persons, or entity that deeded the School Site to the School District, or to the said grantor's respective successor or assign, provided that the party entitled to re-conveyance of the School Site shall have the obligation to pay to the School District, as consideration for the re-conveyance, a sum of money equal to the cash payment that would be required at the time under the CITY ordinance governing land/cash donations for school purposes. The party entitled to re-conveyance shall have the option to reject a re-conveyance of the School Site as provided in this paragraph by delivery to the School District of a written and properly signed declaration to that effect. The deed required for the contribution of the School Site to the School District shall contain a reference to the School District's obligation to re-convey the School Site in accordance with the terms and conditions set forth in this paragraph. At the request of the proper party the CITY shall make a diligent and good faith effort to assist the party, at that party's expense, in obtaining the re-conveyance of the School Site as provided herein, including application of the power of eminent domain, if necessary. In the event of a re-conveyance of the School Site, the School Site land shall be governed by the uses permitted for a R-2 zoning classification and be subject to further CITY review and plat approval.
- A-3. The DEVELOPER and OWNERS agree to pay a transition fee to the School District in the amount of \$3000.00 per unit for residential units within the Subject Parcel. Attached hereto and incorporated as Exhibit "P" is a letter from the School District requesting the reservation of 15.0 acres of land for a future school site in lieu of that proportionate share of cash. All school transition fees will be paid at the time of issuance of building permit. No other existing or future school transition fees or school impact fees of any kind will apply with respect to the SUBJECT PROPERTY.
- A-4. The method of payment will be in accordance with CITY's procedure for such payments as of the date of this Agreement. This procedure is for the builder of a home to pay the fee for that unit to the School District directly and receive a receipt from the School District for the amount paid and then for this receipt to be presented by the BUILDER to CITY prior to the issuance of a building permit for that unit, on a lot by lot basis.
- B. Park Contribution. OWNERS or DEVELOPER shall provide a contribution of land and cash-in-lieu of land to CITY for park purposes ("**Park Contribution**"). The total land area required for contribution for park purposes pursuant to applicable ordinances of CITY, as depicted on the Preliminary PUD Plan is

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24.035 acres. OWNERS or DEVELOPER shall cause fee title to not less than 12 acres of land located above the 100-year floodplain (“**Park Land Donation**”) identified on the Preliminary PUD Plan to be conveyed to CITY, in partial satisfaction of the Park Land Donation. The balance of any Park Land Donation shall be paid by a cash contribution not to exceed \$711,834 in accordance with this Agreement as applicable and CITY ordinances at the time that building permits are issued by CITY for residential units, and in the amount attributable on a pro rata basis to number of residential units for which said building permits are then issued of this agreement. Each parcel park site shall be maintained by the OWNERS or DEVELOPER until such time that they are conveyed to CITY. Each separate park parcel, or portion thereof, shall be conveyed to Park District within 18 months of CITY Council approval of the final subdivision plat containing said Park Parcel. Prior to conveyance of the each park parcel, OWNERS or DEVELOPER shall, at its expense, grade, seed and prepare the park parcel in conformity with the Final Engineering and Park Development Standards. DEVELOPER shall receive 50% credit toward the dedication of the 3.2 Acre Park Regional Trail Parcel as identified on the Preliminary PUD Plan. DEVELOPER, at its sole discretion, may elect to construct the trail improvements within said parcel in accordance with Yorkville Park Department Development Standards, or contribute the remaining 50% area (equal to 1.6 acres) as cash-in-lieu fees at the aforementioned contribution rate of \$58,000 per acre.

C. The following fees shall be paid to CITY for each unit:

Development fees.

Public works	\$ 700
Police	\$ 300
Engineering	\$ 100
Parks	\$ 50
Building	\$ 150
Library	\$ 500
Bristol/Kendall Fire	\$ 300
City Sewer	
Connection Fee	\$2,000
City Water	
Connection Fee	
-Single family attached	\$2,200
-Single family detached	\$2,600
Water Meter Fees	
-Detached Units	\$ 250
-Attached Units	\$ 325

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- D. Roadway Improvement Contributions – CITY agrees that the OWNERS' and DEVELOPERS' contribution for Roadway Improvement Contribution shall be satisfied with the applicable OWNER or DEVELOPER as the case may be, completing improvements to the adjacent portions of Corneils Road, improvements to the intersection of Route 47 and Corneils Road, and improvements to the intersection of Route 47 and Galena Road as required by the Illinois Department of Transportation, and improvements to Galena Road required by the Kendall County Department of Transportation and other than turn lane improvements at the proposed entrances to the Subject Property as depicted on the Preliminary PUD Plan in conformance with the improvements identified in the attached Exhibit Q. OWNERS' and DEVELOPER'S Roadway Contributions shall be allocated in an amount not to exceed \$2,000.00 per unit up to a total not to exceed \$1,780,000.00.
- E. Unless otherwise provided in this Agreement, said development, transition, impact, and other fees shall be paid per individual residential dwelling unit concurrent with the building permit application for that particular residential dwelling unit on a pro rata basis.
- F. DEVELOPER agrees to prepay 50% of the Bristol-Kendall Fire Fee for the Subject Property, in the amount of \$133,500 to be paid at the time of recordation of the first Final Plat, and the balance to be paid with each subsequent plat, for a total payment not to exceed \$267,000.00
- G. DEVELOPER agrees to pay a Siren Fee for the Subject Property of \$75.00 per acre, paid in phases at time of such final plat for a total payment of \$22,500.00.
- H. DEVELOPER agrees to pre-pay the Municipal Building Fee of \$150 per unit at the time of recordation of the first final plat, in an amount not to exceed \$133,500.
- I. DEVELOPER shall be permitted to apply the cost previously advanced by Developer from the Rob Roy Creek Flood Plain Study toward the total amount due for the Engineering Fees, in an amount not greater than \$25,000.00
- J. DEVELOPER shall be permitted to apply the cost previously advanced under the 1997 Annexation Agreement to the Yorkville Police Department against the fees due for the Police Department, in the amount not greater than \$27,500.00.
- K. At the occurrence of submittal of each Final Plat of Subdivision, CITY may request partial pre-payment in an amount not more than fifty (50%) percent of portions of the Development Fees as identified in Paragraph 14.C. above. Such fee pre-payment requests shall be based upon a comprehensive study conducted and funded by CITY, showing a specific need. Notwithstanding the foregoing, the election to pre-pay any and all Development fees pursuant to this paragraph shall be at DEVELOPER'S sole discretion. The pre-payment of Development Fees shall not be a pre-requisite for approval of any Final Plat or Plan, and Developer's election to forego pre-payment of Developments Fees, if requested

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by CITY, shall not prejudice CITY's review of same or of any other review or issuance of any permit or entitlement hereunder or pursuant to ordinance or statute.

- L. The following YBSA Annexation fees shall be charged to the Annexation Parcel only; the Undesser Property shall not be subject to any YBSD fees:

Annexation Fee: \$1500/acre

Interceptor Participation Fee: \$3015/acre

The total fee payable to YBSD for The Property under this Agreement shall be no greater than \$194,145.00

15. PROJECT SIGNS.

- A. Residential Development Signs. Following the date of this Agreement and through the date of the issuance of the final occupancy permit for the Subject Property, DEVELOPER shall be entitled to construct, maintain and utilize up to three (3) offsite subdivision identification, marketing and location signs for the residential portion of the Subject Property at such locations within the corporate limits of CITY as DEVELOPER may designate (individually an "Offsite Sign" and collectively the "Offsite Signs"). DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each of the Offsite Signs may be double faced signs which shall not exceed twenty (20) feet in height with an area for each sign face not exceeding two hundred (200) square feet, or subject to the requirements of any permitting authority other than CITY or any commercially available offsite sign. Each Offsite Sign may be illuminated, consistent with CITY's Signage ordinance. In addition to the Offsite Signs, DEVELOPER shall be permitted to construct, maintain and utilize signage upon the Subject Property as identified in the Preliminary Landscape Plan. Nothing herein shall limit the right of DEVELOPER to construct, maintain and utilize any number of additional offsite subdivision identification, maintenance and location signs for the residential portion of the Subject Property at locations outside the corporate limits of CITY.

- B. Commercial Development Signs.

To be submitted with building plans for this area.

16. CERTIFICATES OF OCCUPANCY. CITY shall issue certificates of occupancy for buildings and dwelling units constructed on the Subject Property or any Parcel or Phase thereof within ten (10) working days after proper application therefor or within ten (10) working days after the receipt of the last of the documents or information required to support such application, whichever is later. If the application is disapproved, CITY shall provide the

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applicant within five (5) working days after receipt of the application of all documentation or information required to support such application, with a statement in writing of the reasons for denial of the application including specification of the requirements of law which the application and supporting documents fail to meet. CITY agrees to issue such certificates of occupancy upon the applicant's compliance with those requirements of law so specified by CITY.

17. MODEL HOMES, PRODUCTION UNITS, SALES TRAILERS AND CLUBHOUSE. During the development and build-out period of the SUBJECT PROPERTY (subsequent to final plat approval), OWNERS and DEVELOPER, and such other persons or entities as OWNERS and DEVELOPER may authorize, may construct, operate and maintain model homes and sales trailers within the SUBJECT PROPERTY staffed with OWNERS' and DEVELOPER's, or such other person's or entity's, sales and construction staff, and may be utilized for sales and construction offices for Westbury Village. The number of such model homes and sales trailers and the locations thereof shall be as from time to time determined or authorized by OWNERS and DEVELOPER.

Off-street parking shall be required for model homes when more than five (5) model homes are constructed on consecutive lots in a model home row. Three (3) off-street spaces will be required for each model home in a model home row, with combined required parking not to exceed thirty (30) off-street spaces. A site plan showing the location of the parking areas and walks will be submitted for review and approval by CITY.

No off-street parking shall be required for individual model homes or sales trailers that are not part of a model home row other than the driveway for such model home/sales trailer capable of parking three (3) cars outside of the adjacent road right-of-way. Building permits for model homes, sales trailers and for up to fifteen (15) production dwelling units for each neighborhood, shall be issued by CITY upon proper application thereof prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles and upon submission of a temporary hold harmless letter to CITY and the Bristol-Kendall Fire Protection District). A final inspection shall be conducted prior to the use of a model home and water shall be made available within 300' of the model home. There shall be no occupation or use of any model homes or production dwelling units until the binder course of asphalt is on the street, and no occupation or use of any production dwelling units until the water system and sanitary sewer system needed to service such dwelling unit are installed and operational.

OWNERS and DEVELOPER may locate temporary sales and construction trailers upon the SUBJECT PROPERTY during the development and build out of said property, provided any such sales trailer shall be removed within two (2) weeks following issuance of the final occupancy permit for the SUBJECT PROPERTY. A building permit will be required by CITY for any trailer that will be utilized as office space. Prior to construction of the sales trailer the OWNERS and DEVELOPER shall submit an exhibit of the model trailer site with landscaping and elevations for CITY's approval.

OWNERS and DEVELOPER shall have the right to operate a sales office out of the Clubhouse which shall be located north of neighborhood 12 within the SUBJECT PROPERTY.

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OWNERS and DEVELOPER hereby agree to indemnify, defend and hold harmless CITY and the Corporate Authorities (collectively "Indemnitees") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. OWNERS and DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each neighborhood as the Final Plat and Final Engineering for each such neighborhood is approved by CITY. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnities for each neighborhood.

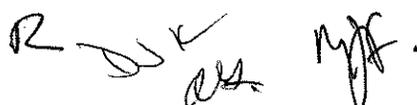
18. CONTRACTORS' TRAILERS. CITY agrees that from and after the date of execution of this Agreement, contractor's and subcontractors' supply storage trailers may be placed upon such part or parts of the Subject Property other than proposed right-of-way, lands to be dedicated to the Public, or floodplain areas as required and approved by DEVELOPER. Said trailers may remain upon the Subject Property until the issuance of the last final building permit for the Subject Property.

19. TEMPORARY SALES OFFICE TRAILERS. CITY agrees to allow the OWNERS/DEVELOPER or Builder to construct and use no more than five (5) temporary sales office trailers, subject to Developer or Builder submitting plans and specifications to the Building and Zoning Department and receiving approval of the same. Said temporary sales office trailer may be constructed within the area referred to as Pod 7 or the commercial pod depicted on the Preliminary Plan. Temporary sales office trailers shall be removed at the earlier of such time as the model home/s or model unit/s being served by said temporary sales office trailer are available for model occupancy, or when 95% of all units on the Subject Property have occupancy permits.

20. TEMPORARY PARKING. CITY agrees to allow DEVELOPER to construct temporary parking facilities (with binder course asphalt) or other appurtenances to the model units and sales office prior to recording a final plat of subdivision for that Phase of the Subject Property upon which the model units and sales offices are to be located subject to the approval of CITY and compliance with CITY'S building codes.

21. OVERSIZING OF IMPROVEMENTS. In the event oversizing of public improvements is hereafter requested and properly authorized by CITY for the Subject Property, for any of the public improvements constructed to develop the Subject Property for the purpose of serving property other than the Subject Property, CITY shall enter into a Recapture Agreement, as defined in Paragraph 23.A. hereof, with DEVELOPER providing for the payment of the cost of such oversizing by the owner(s) of properties benefited by the same. The improvements which qualify as oversized and the identity of the benefited properties shall be identified at the time of approval of Final Engineering for a Phase of Development.

22. LIMITATIONS. In no event, including, without limitation, the exercise of the authority granted in Chapter 65, Section 5/11-12-8 of the Illinois Compiled Statutes (2002 ed.), shall CITY require that any part of the Subject Property be designated for public purposes, except as otherwise provided in this Agreement or identified on the Preliminary Plat.

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23. RECAPTURE AGREEMENTS.

- A. Benefiting the Subject Property. CITY agrees that in accordance with Chapter 65, Section 5/9-5-1 et seq. of the Illinois Compiled Statutes (2002 ed.), at the request of the DEVELOPER, CITY shall enter into agreements for recapture ("**Recapture Agreement** or "**Recapture Agreements**") with DEVELOPER providing for the recapture by DEVELOPER of a portion of the cost of certain improvements as identified on Exhibit "Q" attached hereto ("**Recapture Improvements**"), constructed by DEVELOPER which CITY has determined may be used for the benefit of property ("**Benefited Property**") not located within the Subject Property which connects to or is otherwise benefited by said improvements. Each Recapture Agreement shall be substantially in the form as attached hereto and made a part hereof as Exhibit "R".
- B. Encumbering the Subject Property. Except as otherwise expressly provided in this Agreement, there are currently no recapture agreements or recapture ordinances affecting public utilities which will be utilized to service the Subject Property of which CITY has any knowledge, or under which CITY is or will be required to collect recapture amounts from OWNERS, DEVELOPER, or their successors, upon connection of the Subject Property to any of such public utilities, nor does CITY have any knowledge of any pending or contemplated request for approval of any such recapture agreement or ordinance which will affect the Subject Property.

24. SPECIAL SERVICE AREA.

- A. Dormant SSA. In order to provide for the maintenance of open space and trail areas OWNERS and DEVELOPER agree to execute a consent to the creation of a back-up "dormant" Special Tax Service Area and have approved Ordinances encumbering all residential units within the Subject Property, in the event the Homeowners Association for Westbury Village fails to carry out its responsibilities for maintenance of open space and trail areas, prior to or concurrent with recording of the first Final Plat of Subdivision for the Subject Property.
- B. Improvements Special Service Area. CITY, OWNER C and DEVELOPER, and their respective successors, assignees and grantees, agree to cooperate in establishing a Special Service Area ("SSA") for that portion of the Subject Property owned by OWNER C or later acquired by OWNER C, DEVELOPER or any party affiliated with OWNER C or DEVELOPER their affiliates or successors, to be utilized as a primary funding mechanism for the funding of certain eligible infrastructure costs in accordance with CITY's Special Tax Bond Policy attached as Exhibit "S". At the request of OWNER C and/or DEVELOPER, the CITY will agree to establish a Special Service Area (SSA) in an amount not less than \$10,000,000 nor greater than \$20,000,000 to be utilized as a primary funding mechanism for installation of public improvements. The CITY and DEVELOPER shall cooperate in good faith to identify and agree on an

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appropriate structure for the financing, which the CITY and DEVELOPER currently believe will consist of a special service area pursuant to 35 ILCS 200/27-5 et seq., but which may be authorized and implemented under other legal frameworks acceptable to the CITY and DEVELOPER. The burden of the assessment is limited to and shall be paid by only those future property owners within the SUBJECT PROPERTY, that is owned by OWNER C or later acquired by OWNER C, DEVELOPER, or any party affiliated with OWNER C or DEVELOPER, their affiliates and successors. OWNER C and DEVELOPER agree to establish a customer service line and shall educate subsequent sales staff personnel and the public regarding any special service area established pursuant to 35 ILCS 200/27-5 et seq., the cost of which shall be included in any administrative fee associated with the special service area.

- C. Special Service Area-Financing. CITY agrees that if requested by DEVELOPER, CITY shall cooperate with DEVELOPER in the establishment of a funding mechanism including, without limitation, sales tax rebates or creation of a Special Service Area (SSA) or other public funding mechanism for the purpose of financing all public improvements within the Subject Property or any part or parts or Phase or Phases thereof then owned by the requesting DEVELOPER, including, without limitation, potable water, fire flow and/or water storage facilities, roads, storm water facilities (i.e., storm water sewers, collection and conveyance improvements, detention ponds if they benefit the Subject Property, sanitary sewer facilities, and other public improvements which are acceptable to the SSA and underwriter(s). Such cooperation will include, without limitation, the enactment of ordinances to: (i) create a Special Service Area Tax, and (ii) authorize the issuance and sale of bonds so long as such bonds have no recourse to CITY; as may be requested by DEVELOPER consistent with CITY policy as established by CITY Resolution #2002-04, which is attached hereto and incorporated herein by reference.
- D. Economic Development Incentive Agreement. CITY agrees that, if requested by Developer, CITY shall enter into an Economic Development Incentive Agreement for Sales Tax rebates for Public Infrastructure Improvements for the Commercial Area of the Subject Property only. Such sales tax rebates shall be sufficient to provide the cost of Public Infrastructure Improvements reasonably required for authorized commercial uses in the Commercial Area, and shall be paid over such period and in such amount as necessary to retire financing obligations incurred by CITY, or private commercial developers to provide said Public Infrastructure Improvements, including but not limited to purchase and installation of structures, engineering and legal fees.
- E. Onsite Easement and Improvements. In the event that during the development of the Subject Property, DEVELOPER or OWNERS as the case may be determines that any existing utility easements and/or lines require relocation to facilitate development of the Subject Property in accordance with the Preliminary Plat, CITY shall fully cooperate with DEVELOPER in causing the vacation and



relocation of such existing easements, and all costs thereof shall be borne by the DEVELOPER or OWNERS as the case may be. If any easement granted to CITY as a part of the development of the Subject Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Subject Property as reflected on the Preliminary Plan and this Agreement, CITY shall fully cooperate with DEVELOPER or OWNERS as the case be may in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by DEVELOPER or OWNERS as the case may be. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, DEVELOPER or OWNERS as the case may be shall pay for the cost of design and relocation of any such easement and the public utilities located therein. CITY also agrees to support and cooperate with OWNERS and DEVELOPER to obtain access to IL Route 47 and/or Galena Road, with applicable government agencies.

25. ON SITE PUBLIC IMPROVEMENTS. The development of public improvements on the PROPERTY shall be in compliance with all Ordinances of CITY except as modified herein, and the approved Preliminary PUD. In addition, said public improvements shall be reviewed by CITY's staff or engineering consultants. Final Plat approval by CITY Council shall be in conformance with CITY's Zoning Ordinance, Subdivision Control Ordinance, Reimbursement of Consultants and of Review Fees Ordinances, Land-Cash Ordinance, School Transition Fee Ordinance, and Development Fee Ordinance, except as modified, which have been voluntarily contracted to between the parties and agreed to by OWNERS and DEVELOPER as a condition of approval of this Planned Unit Development Agreement. Except to the extent modified by this Agreement, the Preliminary PUD Plan Plat and Final Plat of each phase of development, shall comply with all requirements as set out in CITY's Zoning Ordinance and Subdivision Control Ordinance at the time commencement of construction is initiated. No change in CITY's Zoning Ordinance, Subdivision Control Ordinance, Reimbursement of Consultants and Review Fees Ordinance, School Transition Fee, and Development Fee, which have been enacted subsequent to the execution of this Agreement shall alter the lot sizes, setbacks, performance standards, or other standards or requirements for this Development except as provided for in those Ordinances in effect at the time of execution of this Agreement or as modified herein or in any of the attachments hereto. Except as modified herein, DEVELOPER and any successor developers, will be bound by changes in BOCA building codes, building material changes and the like that may be enacted by CITY, so long as the same are applied in a nondiscriminatory manner throughout CITY. In the event any modifications or amendments occur in CITY's Subdivision Control Ordinance or other Ordinances of CITY affecting the subdivision that benefit OWNERS or DEVELOPER, said modifications shall be effective as to the Subject Property in the event OWNERS or DEVELOPER desire to take advantage of any modifications or amendments that are enacted by CITY Council after the date of execution of this Agreement.

26. OFFSITE EASEMENTS AND CONSTRUCTION. Except as otherwise provided herein for the Offsite Water Easements, at the time each Final Plat for a Phase of Development is recorded, CITY shall obtain all offsite easements necessary for the development of such portion of the Subject Property in accordance with the Preliminary Plan. In the event an

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offsite easement is required which was not contemplated in the Preliminary Plan due to a change in circumstances, or in the event CITY is unable to acquire such necessary offsite easement, CITY shall exercise its power of eminent domain to acquire the same, in accordance with the 1997 Annexation Agreement and shall pay the reasonable costs incurred as a result thereof.

27. DISCONNECTION. OWNERS and DEVELOPER agree that DEVELOPER shall develop the Subject Property as a subdivision to be commonly known as Westbury Village in accordance with the Final Plat and Final Engineering Plan approved by CITY in accordance with the terms hereof, and shall not, as either the OWNERS or DEVELOPER of said property, petition to disconnect any portion or all of said property from CITY, unless CITY shall be in material breach of this Agreement. Nothing herein shall preclude OWNERS or DEVELOPER from pursuing any other remedy available to it, judicial or otherwise, for breach of this Agreement by CITY.

28. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede the provisions of any ordinance, code, or regulation of CITY which may be in conflict with the provisions of this Agreement.

29. ANNEXATION FEE. CITY hereby confirms and agrees that no CITY annexation fee shall become due or payable as a result of the development and build-out of the Subject Property as a result of the prior annexation of said property to CITY. CITY hereby waives all current and future annexation fees now or hereafter required under any ordinances of CITY with respect to the Subject Property, except as otherwise provided in this Agreement.

30. TRANSFER. It is specifically understood and agreed that OWNERS and DEVELOPER and their successors and assigns shall have the right to sell, transfer, mortgage and assign all or any part of the Subject Property or any Phase or Parcel and the improvements thereon to other persons, trusts, partnerships, firms, or corporations for ownership, operation, investment, building, financing, developing, construction 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 OWNERS and DEVELOPER have under this Agreement, and upon such transfer, such obligations relating to that part of the Subject Property sold, transferred, mortgaged or assigned shall be the sole obligation of the transferees, except for any security posted by OWNERS and DEVELOPER on any subdivided or unimproved property for which an acceptable substitute security has not been submitted to CITY, and transferor shall be relieved of all duties and obligations hereunder relating to that portion of the Subject Property, Phase or Parcel so sold, transferred or assigned. Without limiting the foregoing provisions of this Paragraph 30, the indemnity, defense and hold harmless provisions of Paragraph 17, shall be the obligation of the specific owner and/or owners of that portion of the Subject Property upon which such work and/or utility installation is occurring.

31. CITY ASSISTANCE. CITY agrees to cooperate and provide any reasonable assistance requested by OWNERS or DEVELOPER in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property, including, but not limited to those required from the IEPA, the Army Corps of Engineers, the Federal Emergency Management Agency, IDOT, the Illinois Department of Natural Resources, Bristol Township, the Yorkville Park Board and Yorkville Community Unit School District 115. CITY further

agrees to reasonably cooperate with OWNERS and DEVELOPER in obtaining all permits and approvals required by the YBSD, the County of Kendall and all other governmental units in connection with the contemplated development of the Subject Property.

32. GENERAL PROVISIONS.

A. Enforcement.

1. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.
2. In the event of a material breach of this Agreement, the parties agree that the defaulting party shall have thirty (30) days after notice of said breach to correct the same prior to the nonbreaching party's seeking of any remedy provided herein; provided, however: (i) any breach by OWNERS reasonably determined by CITY to involve health or safety issues may be the subject of immediate action by CITY without notice or thirty (30) day delay; and (ii) if the cure for any breach that does not involve health or safety issues cannot reasonably be achieved within thirty (30) days, the cure period shall be extended provided the breaching party commences the cure of such breach within the original thirty (30) day period and diligently pursues such cure to completion thereafter.
3. In the event the performance of any covenant to be performed hereunder by either OWNERS, DEVELOPER or CITY is delayed for causes which are beyond the reasonable control of the party responsible for such performance (which causes shall include, but not limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a CITY license or permit; and any similar case) the time for such performance shall be extended by the amount of time of such delay.
4. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the OWNERS, DEVELOPER and their successors in title and interest, and upon CITY, and any successor municipalities of CITY. It is

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understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees and successors in interest of the OWNERS, DEVELOPER, and CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNERS and DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a lot improved with a dwelling unit who acquires the same for residential occupancy, unless otherwise expressly agreed in writing by such purchaser.

C. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement it amends, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them.

D. Notices. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to
DEVELOPER: Ocean Atlantic Chicago, LLC
1800 Diagonal Road
Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto
Phone: (703) 299-6060
Fax: (703) 299-6199

with a copy to: Holland & Knight LLP
131 S. Dearborn
30th Floor
Chicago, IL 60603
Attn: David S. Warner
Phone: (312) 263-3600
Fax: (312) 578-6666

(ii) If to OWNERS: John or Richard Undesser, Jr.
10318 Galena Road
Bristol, IL 60512



with a copy to:

Robert E. Nelson
Attorney at Law
Keystone Building
30 South Stolp Avenue, Suite 402
Aurora, IL 60506
Phone: (630) 892-4344
Fax: (630) 892-4371

and

Ocean Atlantic /PFG-Westbury LLC
1800 Diagonal Road
Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto
Phone: (703) 299-6060
Fax: (703) 299-6199

Ocean Atlantic Chicago, LLC
1800 Diagonal Road
Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto
Phone: (703) 299-6060
Fax: (703) 299-6199

with a copy to:

Holland & Knight LLP
131 S. Dearborn
30th Floor
Chicago, IL 60603
Attn: David S. Warner
Phone: (312) 263-3600
Fax: (312) 578-6666

(iii) If to CITY:

United CITY of Yorkville
Attn: CITY Clerk
800 Game Farm Road
Yorkville, IL 60560
Phone: (630) 553-4350
Fax: (630) 553-7575

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with a copy to:

Daniel J. Kramer, Esq.
1007 A1
South Bridge Street
Yorkville, IL
Phone: (630) 553-9500
Fax: (630) 553-5764

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

- E. Severability. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et seq., Illinois Compiled Statutes (2002 ed.). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect such portion or portions of this Agreement as remain. In addition, CITY, OWNERS, and DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Subject Property.
- F. Agreement. This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of CITY Code and Illinois Compiled Statutes. This Agreement may be amended by CITY and the owner of record of a portion of the Subject Property as to provisions applying exclusively thereto, without the consent of the owner of other portions of the Subject Property not affected by such Agreement.
- G. Conveyances and Assignments. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNERS or DEVELOPER to sell or convey all or any portion of the Subject Property, whether improved or unimproved, or to assign or sell any rights hereunder to third parties.
- H. Necessary Ordinances and Resolutions. CITY shall pass all ordinances and resolutions necessary to permit the OWNERS, DEVELOPER, and their successors or assigns, to develop the Subject Property in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. CITY agrees to authorize the Mayor and CITY Clerk to execute this Agreement or to correct any technical defects, which may arise after the execution of this Agreement.
- I. Term of Agreement. The term of this Agreement shall be twenty (20) years. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of CITY and DEVELOPER.

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- J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.
- K. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds, Kendall County, Illinois, at DEVELOPER's expense.
- L. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.
- M. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- N. No Moratorium. CITY shall not limit the number of building or other permits that may be applied for due to any CITY-imposed moratorium and shall in no event unreasonably withhold approval of said permits or approval for the Final Plat of any Phase of the subdivision. Unless specifically set forth to the contrary herein, nothing contained herein shall affect any limitations imposed as to sanitary sewer or water main extensions by the Illinois Environmental Protection Agency, or Yorkville-Bristol Sanitary District.
- O. Highways 47, Galena Road, and Corneils Road Entrances. DEVELOPER agrees to comply and pay the cost of compliance with all requirements with regard to entrances into the development from State Highway 47, Galena Road and Corneils Road.
- P. Time Is of the Essence. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Agreement shall be performed in a timely manner by all parties hereto.
- Q. Exculpation. It is agreed that CITY is not liable or responsible for any restrictions on CITY's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Subject Property, CITY, the DEVELOPER, or OWNERS, including, but not limited to, county, state or federal regulatory bodies.
- R. Use of Plural. Whenever the plural form of a word is used herein, it shall be interpreted to mean the singular form of the same word if the singular form is applicable.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

DEVELOPER:

OCEAN ATLANTIC CHICAGO, LLC,
A Delaware Limited Liability Company

By: _____
Michael J. Ferraguto

Title: President

Dated: _____

OWNER:

RICHARD A. UNDESSER, JR. and
JOHN F. UNDESSER AS CO-EXECUTORS OF
OF THE ESTATE OF HENRIETTA UNDESSER,
DECEASED, Administered in the Circuit Court for
the 16th Judicial Circuit, Kendall County, Illinois
Case No. 02 P 64

By: Richard A. Undesser Jr.
John Undesser

Title:

Dated: 8-26-04

OWNER:

OCEAN ATLANTIC /PFG -
WESTBURY, LLC, a California Limited
Liability Company

By: _____
Michael J. Ferraguto

Title: Chairman and CEO

Dated: _____

OWNER:

RICHARD A. UNDESSER, JR. AND JOHN
F. UNDESSER AS CO-EXECUTORS OF
THE ESTATE OF RICHARD A.
UNDESSER, SR., DECEASED,
Administered in the Circuit Court for the 16th
Judicial Circuit, Kendall County, Illinois
Case No. 01 P 95

By: Richard A. Undesser Jr.
John Undesser

Title:

Dated: 8-26-04

CITY:

UNITED CITY OF YORKVILLE, an
Illinois Municipal Corporation

By: _____
Mayor

Attest: _____

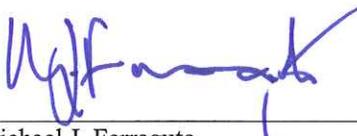
Dated: _____

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

DEVELOPER:

OCEAN ATLANTIC CHICAGO, LLC,
A Delaware Limited Liability Company

By: 
Michael J. Ferraguto

Title: President

Dated: 8.17.04

OWNER:

RICHARD A. UNDESSER, JR. and
JOHN F. UNDESSER AS CO-EXECUTORS OF
OF THE ESTATE OF HENRIETTA UNDESSER,
DECEASED, Administered in the Circuit Court for
the 16th Judicial Circuit, Kendall County, Illinois
Case No. 02 P 64

By: _____

Title:

Dated: _____

OWNER:

OCEAN ATLANTIC /PFG -
WESTBURY, LLC, a California Limited
Liability Company

By: 
Michael J. Ferraguto

Title: Chairman and CEO

Dated: 8.17.04

OWNER:

RICHARD A. UNDESSER, JR. AND JOHN
F. UNDESSER AS CO-EXECUTORS OF
THE ESTATE OF RICHARD A.
UNDESSER, SR., DECEASED,
Administered in the Circuit Court for the 16th
Judicial Circuit, Kendall County, Illinois
Case No. 01 P 95

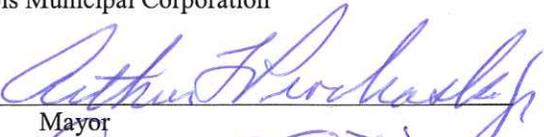
By: _____

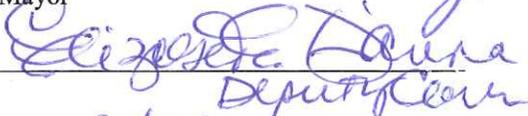
Title:

Dated: _____

CITY:

UNITED CITY OF YORKVILLE, an
Illinois Municipal Corporation

By: 
Mayor

Attest: 
Deputy Clerk

Dated: 9/19/04



LIST OF EXHIBITS

EXHIBIT "A"	UNDESSER PROPERTY LEGAL DESCRIPTION
EXHIBIT "B"	ANNEXATION PARCEL LEGAL DESCRIPTION
EXHIBIT "B-1"	PLAT OF ANNEXATION
EXHIBIT "B-2"	AMENDED ZONING DISTRICT LEGAL DESCRIPTIONS
EXHIBIT "B-3"	GRAPHIC DESCRIPTION OF AMENDED ZONING DISTRICTS
EXHIBIT "C"	PRELIMINARY PUD "C-1" ALTERNATE PUD PLAN
EXHIBIT "D"	PRELIMINARY LANDSCAPE PLAN
EXHIBIT "E"	PRELIMINARY ENGINEERING PLAN
EXHIBIT "E-1"	RAYMOND OUTFALL STORM SEWER
EXHIBIT "F"	COMMON FACILITIES PLAN
EXHIBIT "G"	RIGHT TO FARM STATEMENT AND STATEMENT AUTHORIZING CONTINUING BUSINESS OPERATIONS
EXHIBIT "H"	DEVIATIONS FROM LOCAL CODES
EXHIBIT "I"	YBSD/ROB ROY CREEK INTERCEPTOR PLAN
EXHIBIT "I-1"	LETTER OF CREDIT FOR SANITARY SEWER FEES
EXHIBIT "I-2"	PROPERTIES SUBJECT TO CITY OF YORKVILLE ROB ROY CREEK INTERCEPTOR BOND REPAYMENT
EXHIBIT "J"	EASEMENT AGREEMENT WATER MAIN FACILITIES
EXHIBIT "K"	OPEN SPACE ALLOCATION EXHIBIT
EXHIBIT "L"	WESTBURY VILLAGE HOMEOWNERS ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "M"	SECURITY INSTRUMENT IRREVOCABLE LETTER OF CREDIT
EXHIBIT "N"	UNITED CITY OF YORKVILLE ORDINANCES

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- (i) Zoning Ordinance
- (ii) Subdivision Control Ordinance

EXHIBIT "O"	APPLICABLE BUILDING CODES
EXHIBIT "P"	YORKVILLE SCHOOL DISTRICT SCHOOL DISTRICT SITE LETTER
EXHIBIT "Q"	ADJACENT ROADWAY IMPROVEMENT EXHIBITS
EXHIBIT "R"	RECAPTURE AGREEMENT
EXHIBIT "S"	SPECIAL TAX BOND POLICY

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KJF

PARCEL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING, (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931 AND RECORDED FEBRUARY 17, 1931 IN DEED RECORD 77, PAGE 583, AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR USE OF DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED NOVEMBER 5, 1990 AND RECORDED JANUARY 8, 1991 AS DOCUMENT 910147), IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

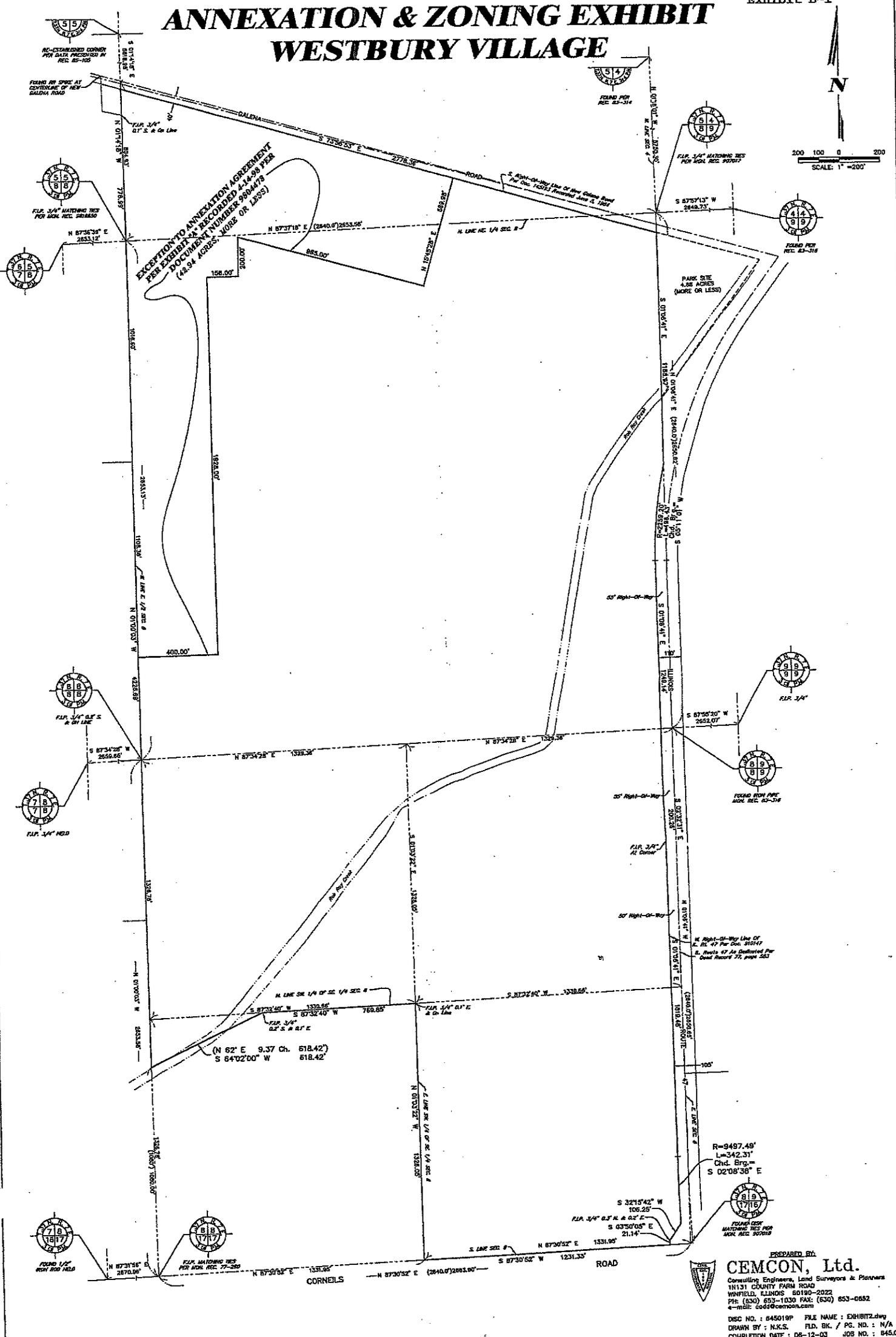
ANNEXATION DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931, AND RECORDED FEBRUARY 17, 1931, IN DEED RECORD 77, (PAGE 583) AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED DATED JANUARY 8, 1991, AND RECORDED AS DOCUMENT 910147 IN THE OFFICE OF THE KENDALL COUNTY RECORDER, AND ALSO EXCEPT THAT PORTION OF GALENA ROAD DEDICATED PER DOCUMENT 145193, AND ALSO EXCEPT THEREFROM THAT PART PREVIOUSLY ANNEXED TO THE CITY OF YORKVILLE, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

ANNEXATION & ZONING EXHIBIT WESTBURY VILLAGE

Exhibit B-1



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SCALE: 1" = 200'

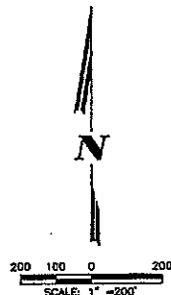
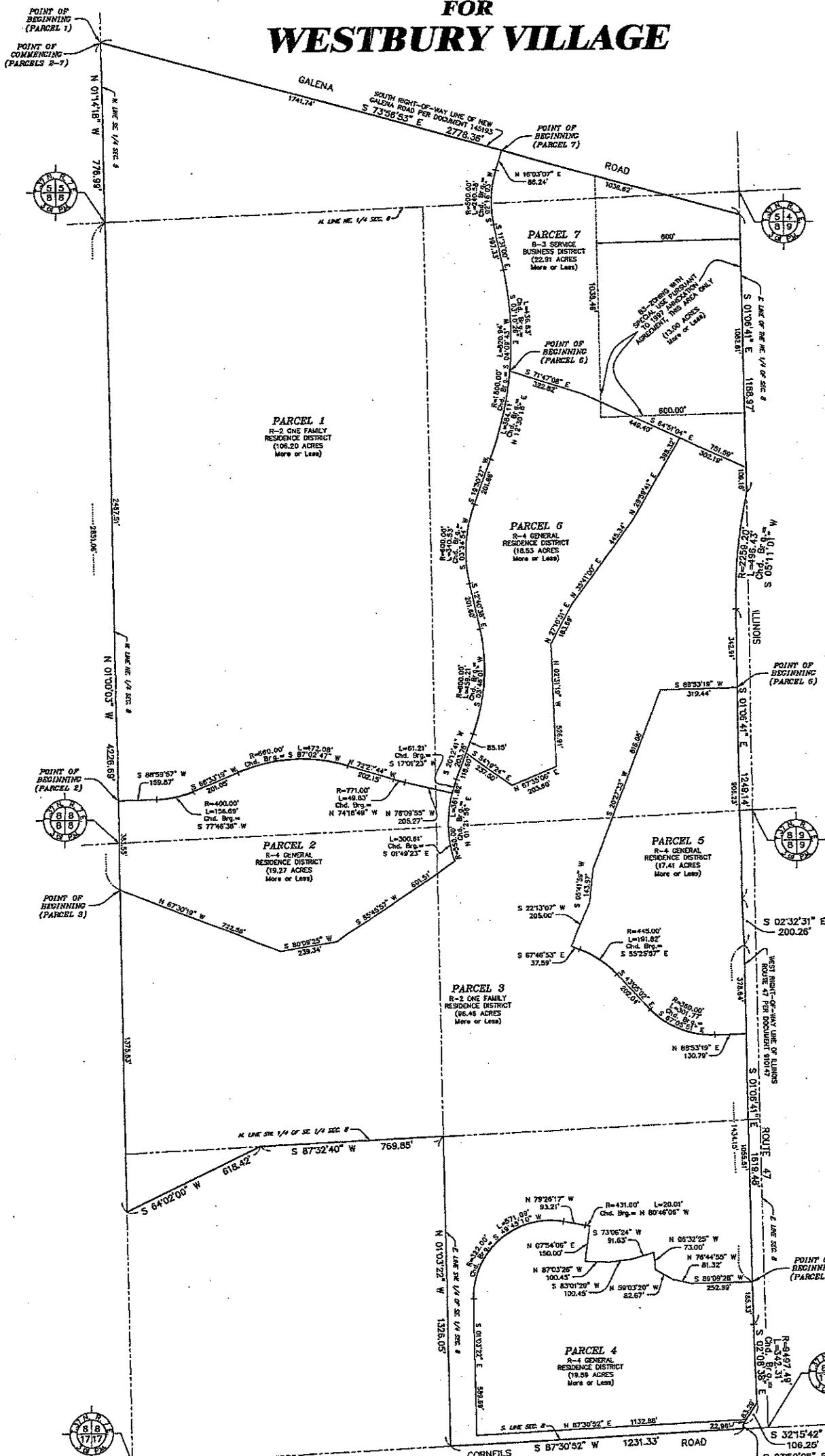
PREPARED BY
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
11131 COUNTY FARM ROAD
WINFIELD, ILLINOIS 60190-2022
PH: (630) 653-1030 FAX: (630) 653-0652
e-mail: cemcon@cemcon.com

DSC NO.: 645019P FILE NAME: EXHIBITZ.dwg
DRAWN BY: N.K.S. FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 08-12-03 JOB NO.: 645.019
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ZONING EXHIBIT FOR WESTBURY VILLAGE

EXHIBIT B-3

SHEET 1 OF 2



CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60505-0875
PH: (630) 862-2100 FAX: (630) 862-2199
e-mail: coid@cemcon.com

DISC NO.: R:\645019 FILE NAME: ZONINGEXHIBIT.dwg
DRAWN BY: D.B./N.S. FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 06-12-03 JOB NO.: 645,019
REVISED: 11-06-03/DBL PER LETTER DATED OCTOBER 23, 2003
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EXHIBIT C

PRELIMINARY P.U.D. PLAN & PLAT FOR WESTBURY

PREPARED FOR:
ocean atlantic
1800 DIAGONAL RD. SUITE 425
ALEXANDRIA, VA 22314
PHONE: (703) 299-6000
FAX: (703) 299-6199

SHEET INDEX

- LT TITLE SHEET
- L1 OVERALL PRELIMINARY P.U.D. PLAN AND PLAT
- L2 POD 1, COMMERCIAL, AND SCHOOL PARK SITE
- L3 POD 2, POD 3, AND POD 4-B
- L4 POD 4-A, POD 5, POD 6, AND POD 8
- L5 POD 6 (cont.) AND POD 7

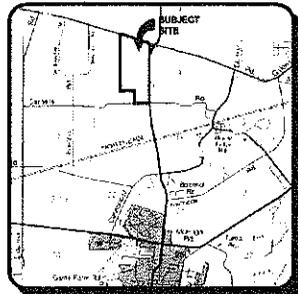
CONSULTANTS

LANDSCAPE ARCHITECT / PLANNER

LANNERT GROUP, INC.
215 FULTON STREET
GENEVA, ILLINOIS 60134
(630) 208-8088
(630) 208-8050 (fax)

CIVIL ENGINEER

CEMCON ENGINEERING
2250 WHITE OAK CIRCLE, SUITE 100
ALTOONA, IL 60504
(630) 862-2100
(630) 862-2199 (fax)



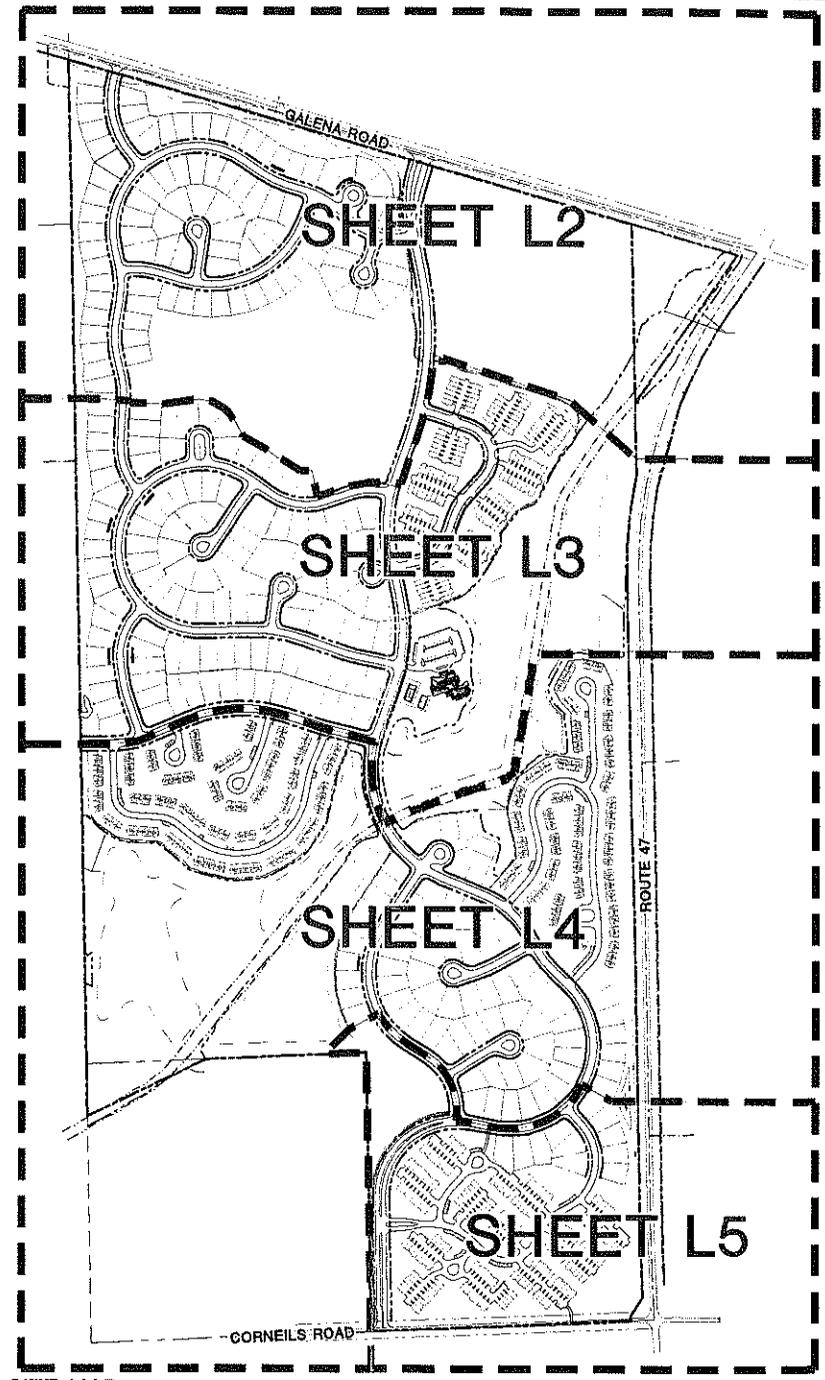
LOCATION MAP
NOT TO SCALE

LANDSCAPE ARCHITECT'S CERTIFICATE
STATE OF ILLINOIS } 88
COUNTY OF KENDALL }

This is to certify that the final landscape architectural plan for Westbury for Ocean Atlantic located at Illinois Route 47 and Galena Road in Yorkville, IL was designed and prepared by an Illinois Registered Landscape Architect.

The Lannert Group, Inc.

NOTE:
THE LANDSCAPE ARCHITECT AND HIS/HER CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK PRODUCT THEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE LANDSCAPE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE/SHE MAY HAVE THE OPPORTUNITY TO TAKE ANY STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE LANDSCAPE ARCHITECT OF SUCH CONDITIONS SHALL ABSOLVE THE LANDSCAPE ARCHITECT FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE LANDSCAPE ARCHITECT OR IN CONTRADICTION TO THE LANDSCAPE ARCHITECT'S WORK PRODUCT OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE LANDSCAPE ARCHITECT BUT OF THE PARTIES RESPONSIBLE FOR THE TAKING OF SUCH ACTION.



SITE MAP
SCALE: 1" = 500'-0"

JOB NO.:	0134
DATE:	04.06.04
REVISIONS:	04.30.04
DRAWN BY:	TEL

ocean atlantic
OWNER/DEVELOPER
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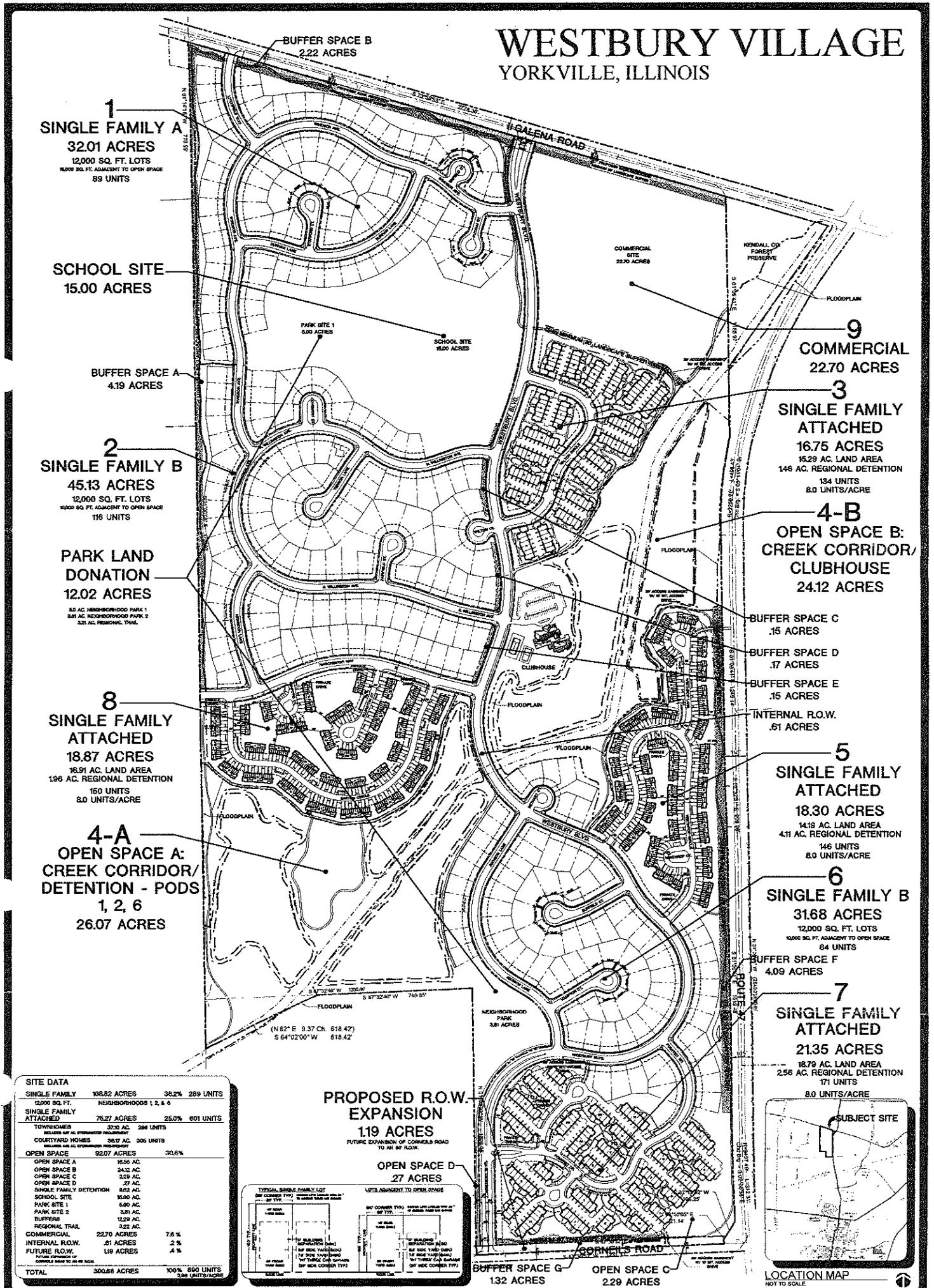
TITLE SHEET

SHEET NUMBER
LT
1 OF 6

DRAWING NAME: 8 - Project: Exhibition - Subject: Cultural Planning/Research/Plan - File: 01 - 2003 - 11 - 2004

WESTBURY VILLAGE

YORKVILLE, ILLINOIS



1
SINGLE FAMILY A
 32.01 ACRES
 12,000 SQ. FT. LOTS
 1800 SQ. FT. ADJACENT TO OPEN SPACE
 89 UNITS

SCHOOL SITE
 15.00 ACRES

2
SINGLE FAMILY B
 45.13 ACRES
 12,000 SQ. FT. LOTS
 1800 SQ. FT. ADJACENT TO OPEN SPACE
 116 UNITS

PARK LAND DONATION
 12.02 ACRES
 0.3 AC NEIGHBORHOOD PARK 1
 0.2 AC NEIGHBORHOOD PARK 2
 0.3 AC REGIONAL TRAIL

8
SINGLE FAMILY ATTACHED
 18.87 ACRES
 16.91 AC. LAND AREA
 196 AC. REGIONAL DETENTION
 150 UNITS
 8.0 UNITS/ACRE

4-A
OPEN SPACE A:
CREEK CORRIDOR/
DETENTION - PODS
 1, 2, 6
 26.07 ACRES

BUFFER SPACE B
 2.22 ACRES

BUFFER SPACE A
 4.19 ACRES

PARK SITE 1
 6.00 ACRES

SCHOOL SITE
 15.00 ACRES

COMMERCIAL SITE
 22.70 ACRES

KENDALL CO. FOREST PRESERVE

9
COMMERCIAL
 22.70 ACRES

3
SINGLE FAMILY ATTACHED
 16.75 ACRES
 15.29 AC. LAND AREA
 146 AC. REGIONAL DETENTION
 134 UNITS
 8.0 UNITS/ACRE

4-B
OPEN SPACE B:
CREEK CORRIDOR/
CLUBHOUSE
 24.12 ACRES

BUFFER SPACE C
 .15 ACRES

BUFFER SPACE D
 .17 ACRES

BUFFER SPACE E
 .15 ACRES

INTERNAL R.O.W.
 .61 ACRES

5
SINGLE FAMILY ATTACHED
 18.30 ACRES
 14.19 AC. LAND AREA
 4.11 AC. REGIONAL DETENTION
 146 UNITS
 8.0 UNITS/ACRE

6
SINGLE FAMILY B
 31.68 ACRES
 12,000 SQ. FT. LOTS
 1800 SQ. FT. ADJACENT TO OPEN SPACE
 84 UNITS

BUFFER SPACE F
 4.09 ACRES

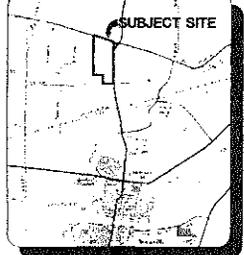
7
SINGLE FAMILY ATTACHED
 21.35 ACRES
 18.79 AC. LAND AREA
 2.56 AC. REGIONAL DETENTION
 171 UNITS
 8.0 UNITS/ACRE

PROPOSED R.O.W. EXPANSION
 1.19 ACRES
 FUTURE EXPANSION OF CORNELLS ROAD TO AN 80' ROW

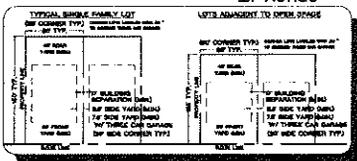
OPEN SPACE D
 27 ACRES

BUFFER SPACE G
 1.32 ACRES

OPEN SPACE C
 2.29 ACRES



SITE DATA		
SINGLE FAMILY	108.82 ACRES	38.2% 289 UNITS
12,000 SQ. FT.	NEIGHBORHOODS 1, 2, 4 & 6	
SINGLE FAMILY ATTACHED	76.27 ACRES	25.0% 601 UNITS
TOTAL HOMES		
OPEN SPACE	92.07 ACRES	30.6%
OPEN SPACE A	16.56 AC.	
OPEN SPACE B	24.32 AC.	
OPEN SPACE C	5.28 AC.	
OPEN SPACE D	27 AC.	
SINGLE FAMILY DETENTION	8.52 AC.	
SCHOOL SITE	15.00 AC.	
PARK SITE 1	6.00 AC.	
PARK SITE 2	3.81 AC.	
BUFFERS	12.29 AC.	
REGIONAL TRAIL	0.22 AC.	
COMMERCIAL	22.70 ACRES	7.6%
INTERNAL R.O.W.	.61 ACRES	2%
FUTURE F.L.O.W.	1.19 ACRES	4%
TOTAL	300.88 ACRES	100% 850 UNITS
		2.86 UNITS/ACRE



OVERALL PRELIMINARY P.U.D. PLAN & PLAT

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ocean atlantic
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1800 DIAGONAL ROAD, SUITE 425
 ALEXANDRIA, VA 22314

(703) 299-8060
 (703) 299-8198 (fax)

DATE: 04/06/04
 REVISION: 04/30/04
 DRAWING NO. 0134

WESTBURY VILLAGE

YORKVILLE, ILLINOIS

1
SINGLE FAMILY A
 32.01 ACRES
 12,000 SQ. FT. LOTS
 1000 SQ. FT. ADJACENT TO OPEN SPACE
 89 UNITS

SCHOOL SITE
 15.00 ACRES

BUFFER SPACE A
 4.19 ACRES

2
SINGLE FAMILY B
 45.13 ACRES
 12,000 SQ. FT. LOTS
 1000 SQ. FT. ADJACENT TO OPEN SPACE
 116 UNITS

PARK LAND DONATION
 12.02 ACRES

50 AC NEIGHBORHOOD PARK 1
 321 AC NEIGHBORHOOD PARK 2
 321 AC REGIONAL TRAIL

8
SINGLE FAMILY ATTACHED
 18.87 ACRES
 16.91 AC. LAND AREA
 199 AC. REGIONAL DETENTION
 160 UNITS
 8.0 UNITS/ACRE

4-A
OPEN SPACE A:
CREEK CORRIDOR/
DETENTION - PODS
 1, 2, 6
 26.07 ACRES

BUFFER SPACE
 222 ACRES

9
COMMERCIAL
 22.70 ACRES

3
SINGLE FAMILY ATTACHED
 16.75 ACRES
 15.29 AC. LAND AREA
 148 AC. REGIONAL DETENTION
 134 UNITS
 8.0 UNITS/ACRE

4-B
OPEN SPACE B:
CREEK CORRIDOR/
CLUBHOUSE
 24.12 ACRES

BUFFER SPACE C
 .15 ACRES

BUFFER SPACE D
 .17 ACRES

BUFFER SPACE E
 .15 ACRES

INTERNAL R.O.W.
 .61 ACRES

5
SINGLE FAMILY ATTACHED
 18.30 ACRES
 14.19 AC. LAND AREA
 4.11 AC. REGIONAL DETENTION
 146 UNITS
 8.0 UNITS/ACRE

6
SINGLE FAMILY B
 31.68 ACRES
 12,000 SQ. FT. LOTS
 1000 SQ. FT. ADJACENT TO OPEN SPACE
 84 UNITS

BUFFER SPACE F
 4.09 ACRES

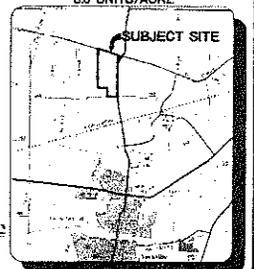
7
SINGLE FAMILY ATTACHED
 21.35 ACRES
 18.79 AC. LAND AREA
 2.56 AC. REGIONAL DETENTION
 171 UNITS
 8.0 UNITS/ACRE

PROPOSED R.O.W. EXPANSION
 1.19 ACRES
 FUTURE EXPANSION OF CONCRETE ROAD TO AN 80' R.O.W.

OPEN SPACE D
 27 ACRES

BUFFER SPACE G
 1.32 ACRES

OPEN SPACE C
 2.29 ACRES

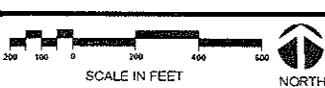


LOCATION MAP NOT TO SCALE

SUGGESTED PLANT MATERIAL LIST

STREET TREES	SCIENTIFIC NAME	COMMON NAME	SIZE	CS/SD
	Az arbutum 'Rubra' var.	Red Maple	30' x 4"	0/0
	Fraxinus americana 'Munstead' var.	White Oak	25' x 4"	0/0
	Quercus sp.	Red Oak	25' x 4"	0/0
	Thuja occidentalis 'Smaragd' var.	Eastern Red Cedar	25' x 4"	0/0
SHADE TREES	Acer saccharum 'Flax Mill'	Sugar Maple	25' x 4"	0/0
	Quercus bicolor	White Oak	25' x 4"	0/0
	Fraxinus pennsylvanica 'Spartan'	White Oak	25' x 4"	0/0
	Quercus sp.	White Oak	25' x 4"	0/0
EVERGREEN TREES	Abies concolor	White Fir	8' x 6"	0/0
	Pinus strobus	White Pine	8' x 6"	0/0
	Pinus sp.	White Pine	8' x 6"	0/0
ORNAMENTAL TREES	Alexis glabra	Black Olive	8' x 6" multi-stem	0/0
	Amelanchier sp.	White Dogwood	8' x 6" multi-stem	0/0
	Cercis canadensis	Eastern Redbud	8' x 6" multi-stem	0/0
	Malus sp.	Malus	8' x 6"	0/0
SHRUBS	Alnus incana 'Oleaster' var.	Red Ceanothus	30' x 6"	0/0
	Amelanchier sp.	White Dogwood	30' x 6"	0/0
	Cornus sp.	Red Dogwood	30' x 6"	0/0
	Euonymus sp.	Spicebush	30' x 6"	0/0
	Forsythia sp.	Yellow Flowering Forsythia	30' x 6"	0/0
	Hamamelis sp.	Witch Hamamelis	30' x 6"	0/0
	Spiraea sp.	Amur's Water-lily	30' x 6"	0/0
	Spirea sp.	Amur's Water-lily	30' x 6"	0/0
	Viburnum dentatum 'Aurum' var.	Amur's Water-lily	30' x 6"	0/0

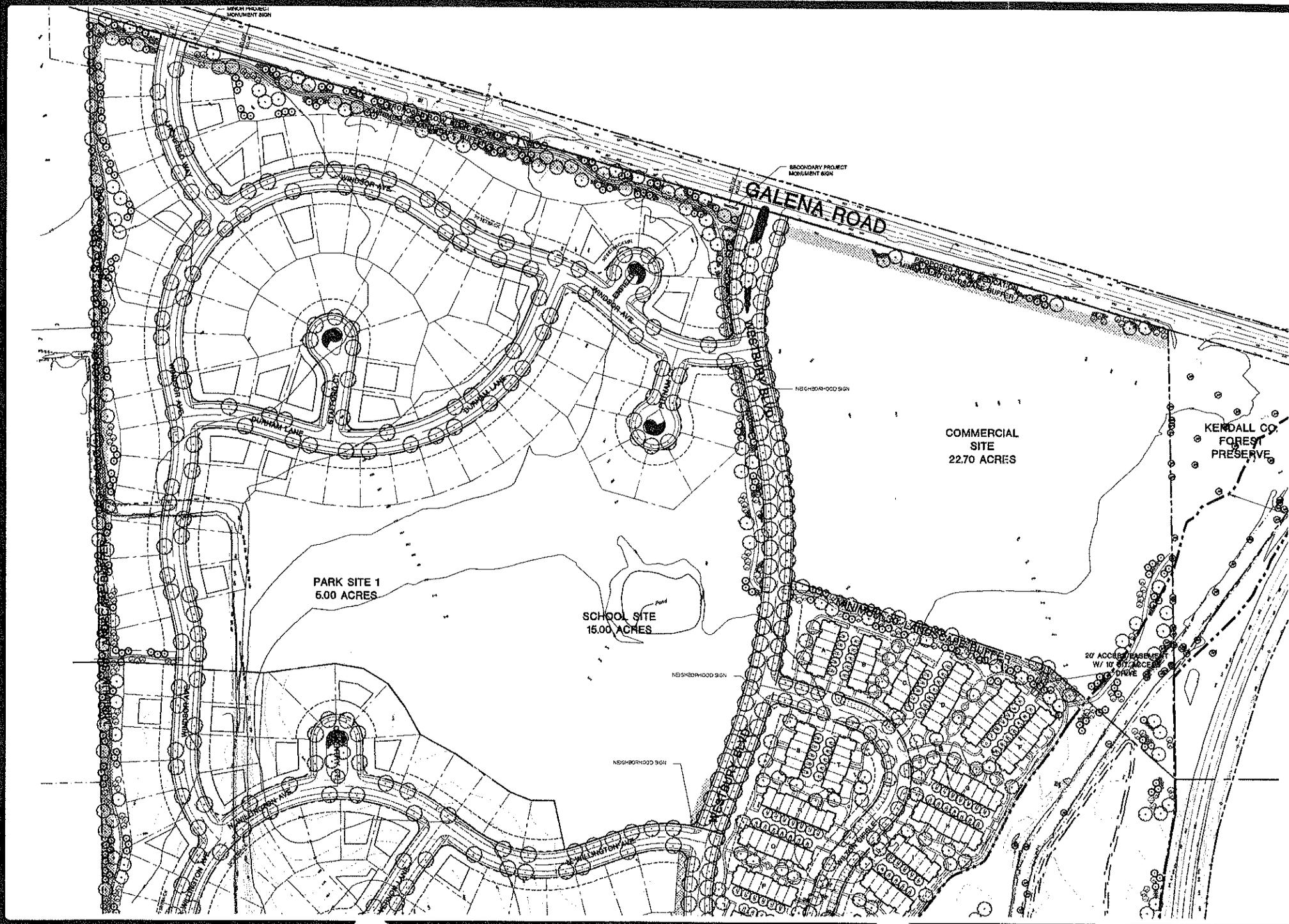
OVERALL LANDSCAPE PLAN



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 Landscape Architecture • Planning • Community Consulting
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 (703) 299-6198 (fax)

DATE	04/08/04
REVISION	04/30/04
DRAWN BY	BCL
CHECKED BY	
PROJECT NO.	0134



JOB NO.: 0134
 DATE: 04.08.04
 REVISIONS:
 04.30.04
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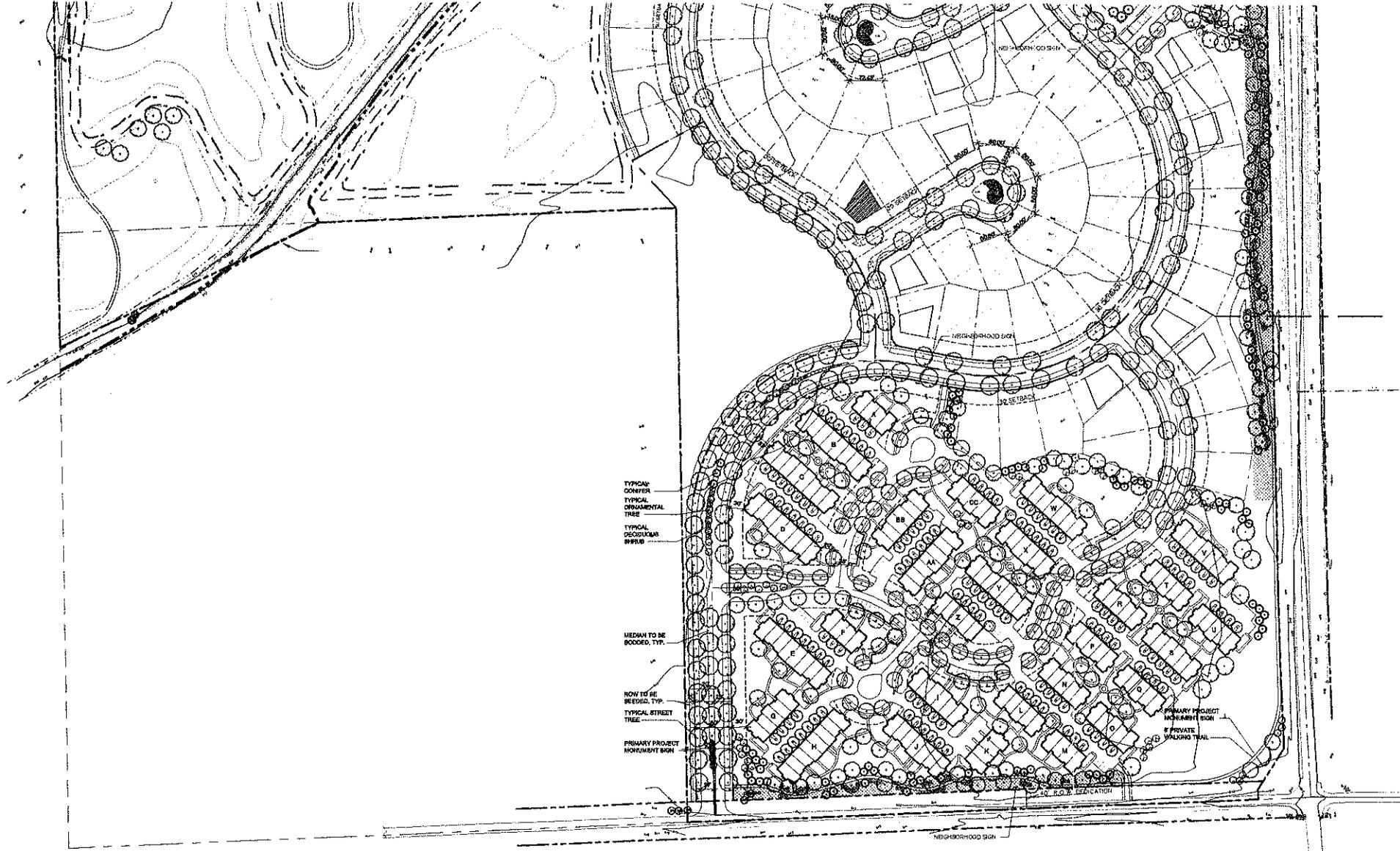


PRELIMINARY LANDSCAPE PLAN
 SCALE IN FEET
 0 50 100 150 200 300
 NORTH

SHEET NUMBER
L2
 OF 14

DRAWING NAME: Physical Plan/Drawn: 08/15/04 Drawing Date: 04/08/04 Landscape Architecture: LLS Date Printed: 04/01/04 17:38pm

DRAWING NAME: © Project: Elm Avenue, Job: 0124, Drawing: 0124-01, Landscape Architecture, 15 Sep 2004, DATE PRINTED: Feb 01, 2005, 12:28 PM



- TYPICAL CONIFER
- TYPICAL DECIDUOUS TREE
- TYPICAL DECIDUOUS SHRUB
- MEDIAN TO BE BODED, TYP.
- HOW TO BE BEDED, TYP.
- TYPICAL STREET TREE
- PRIMARY PROJECT MOVEMENT SIGN

JOB NO.: 0134
 DATE: 04.06.04
 REVISIONS:
 04.30.04

DRAWN BY: BCL

ocean atlantic
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215 Fulton Street
 Geneva, Illinois 60134



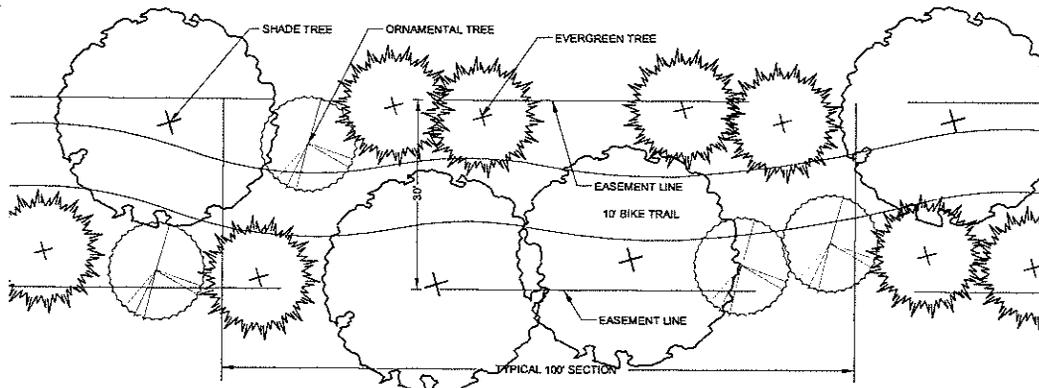
PRELIMINARY LANDSCAPE PLAN

SCALE IN FEET
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 NORTH

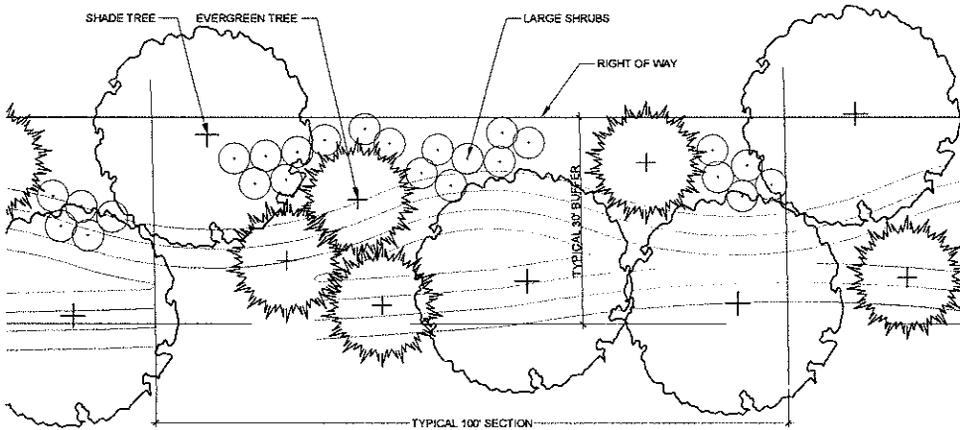
SHEET NUMBER
15
 8 OF 14

WESTBURY VILLAGE

YORKVILLE, ILLINOIS



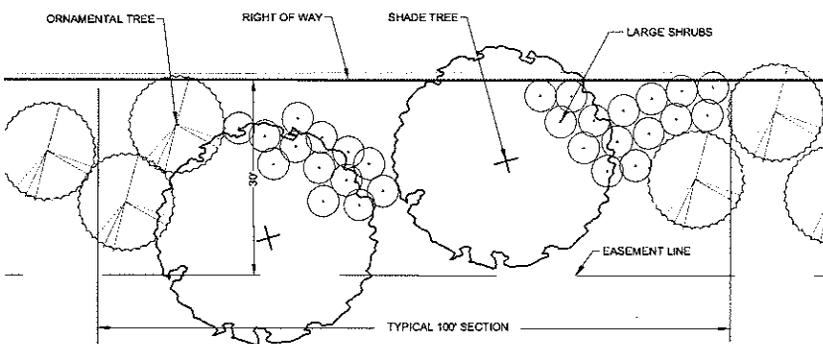
A BUFFERYARD PLANTING PLAN TYPE I (NON-RESIDENTIAL ADJACENT TO RESIDENTIAL)
L6 SCALE: 1" = 10'-0" (2 SHADE TREES, 5 EVERGREEN TREES & 3 ORNAMENTAL TREES PER 100')



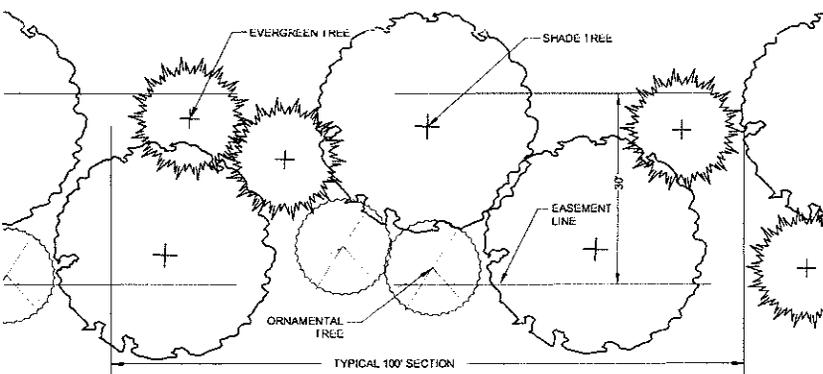
B BUFFERYARD PLANTING PLAN TYPE II (LANDSCAPING ADJACENT TO PRIMARY & SECONDARY ARTERIALS & COLLECTOR)
L6 SCALE: 1" = 10'-0" (3 SHADE TREES, 4 EVERGREEN TREES & 20 SHRUBS PER 100')

SUGGESTED PLANT MATERIAL LIST

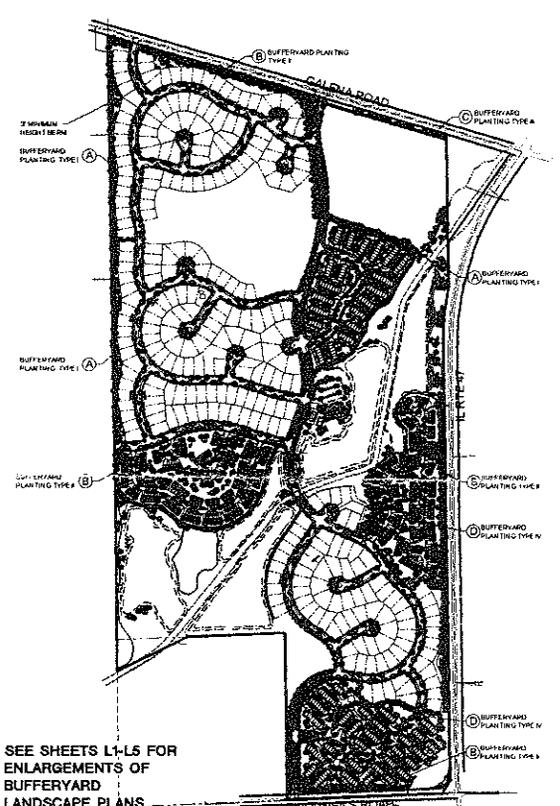
STREET TREES	SCIENTIFIC NAME	COMMON NAME	SIZE	COND.
	<i>Acer rubrum 'Red Sunset'</i>	Red Maple	2 1/2" cal	0-0
	<i>Fraxinus velutina 'Autumn Purple'</i>	White Ash	2 1/2" cal	0-0
	<i>Quercus sp.</i>	Red Oak	2 1/2" cal	0-0
	<i>Tilia cordata 'Virescens'</i>	European Linden	2 1/2" cal	0-0
SHADE TREES	<i>Acer saccharum 'Flame King'</i>	Sugar Maple	2 1/2" cal	0-0
	<i>Castanea coccinea</i>	Hickory	2 1/2" cal	0-0
	<i>Fraxinus pennsylvanica 'Summit'</i>	White Ash	2 1/2" cal	0-0
	<i>Quercus alba 'chrysantha'</i>	White Oak	2 1/2" cal	0-0
	<i>Quercus sp.</i>	Red Oak	2 1/2" cal	0-0
EVERGREEN TREES	<i>Abies concolor</i>	White Pine	8" cal	0-0
	<i>Pinus strobus</i>	White Pine	8" cal	0-0
	<i>Thuja occidentalis</i>	Blue Cedar	8" cal	0-0
	<i>Yew sp.</i>	Yew	8" cal	0-0
ORNAMENTAL TREES	<i>Abies grandis</i>	Black Alder	6" cal	0-0
	<i>Amelanchier alnifolia</i>	Winged Amelanchier	6" cal	0-0
	<i>Cercis canadensis</i>	Red Bud	6" cal	0-0
	<i>Malus sp.</i>	Malus	6" cal	0-0
SHRUBS	<i>Abies grandis</i>	Black Alder	2" cal	0-0
	<i>Alnus incana</i>	Black Alder	2" cal	0-0
	<i>Cornus sp.</i>	Cornus	2" cal	0-0
	<i>Hamamelis virginica</i>	Witch Ham	2" cal	0-0
	<i>Hydrangea sp.</i>	Hydrangea	2" cal	0-0
	<i>Malus sp.</i>	Malus	2" cal	0-0
	<i>Prunella sp.</i>	Prunella	2" cal	0-0
	<i>Viburnum sp.</i>	Viburnum	2" cal	0-0



C BUFFERYARD PLANTING PLAN TYPE III (NON-RESIDENTIAL ADJACENT TO A PUBLIC RIGHT-OF-WAY)
L6 SCALE: 1" = 10'-0" (1 SHADE TREE, 1 EVERGREEN TREE & 33 SHRUBS PER 100' - ALLOWABLE SUBSTITUTIONS WERE MADE)



D BUFFERYARD PLANTING PLAN TYPE IV (MULTI-FAMILY RES. ADJACENT TO SINGLE FAMILY DETACHED & DUPLEX RES.)
L6 SCALE: 1" = 10'-0" (3 SHADE TREES, 3 EVERGREEN TREES & 2 ORNAMENTAL TREES PER 100')



SEE SHEETS L1-L5 FOR ENLARGEMENTS OF BUFFERYARD LANDSCAPE PLANS

KEYMAP
 SCALE: 1" = 500'-0"

BUFFERYARD PLANTING PLANS

SCALE IN FEET

1" = 10'-0"

NORTH

Lannert Group
 Landscape Architecture • Planning • Community Consulting

215 Fulton Street
 Geneva, Illinois 60134

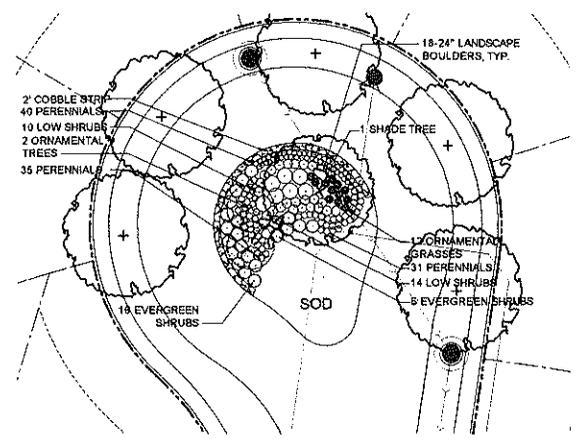
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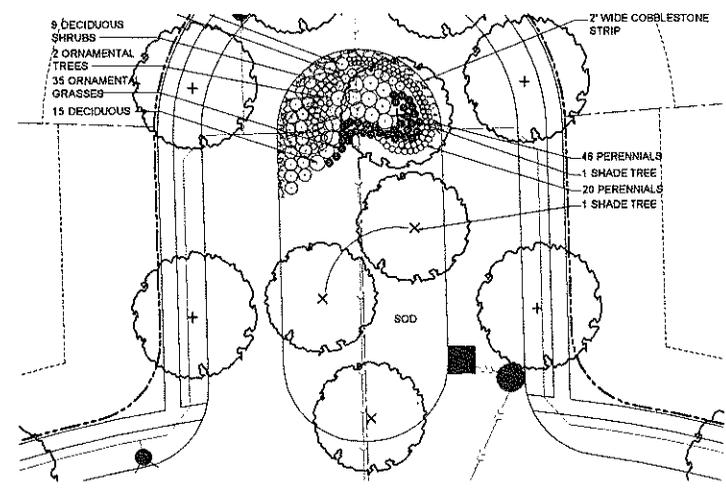
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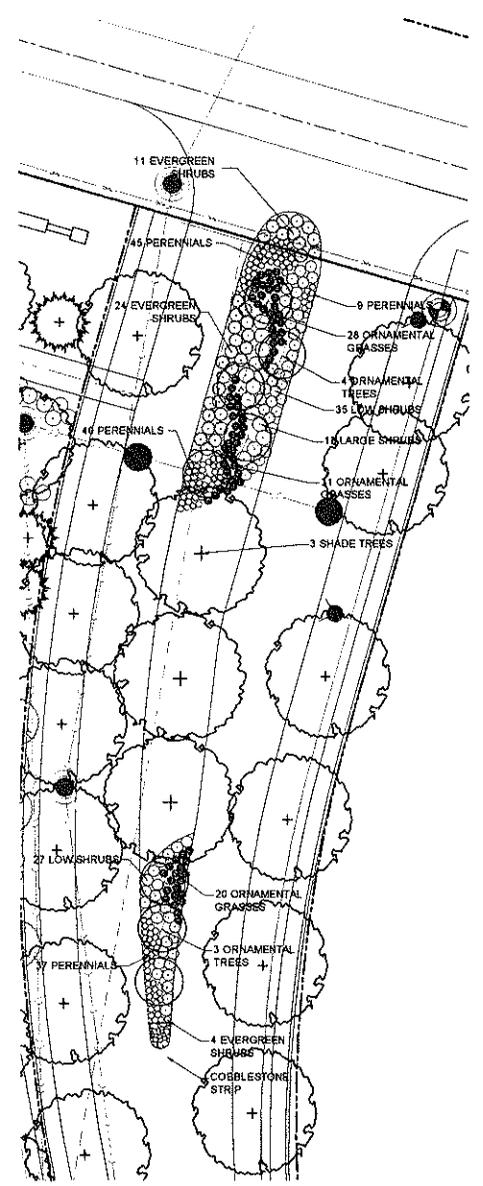
DRAWN BY: TRC
 CHECKED BY: []
 DATE: 02/01/05
 PROJECT: 04-001



A TYP. CUL-DE-SAC PLANTING PLAN
 L7 SCALE: 1" = 20'



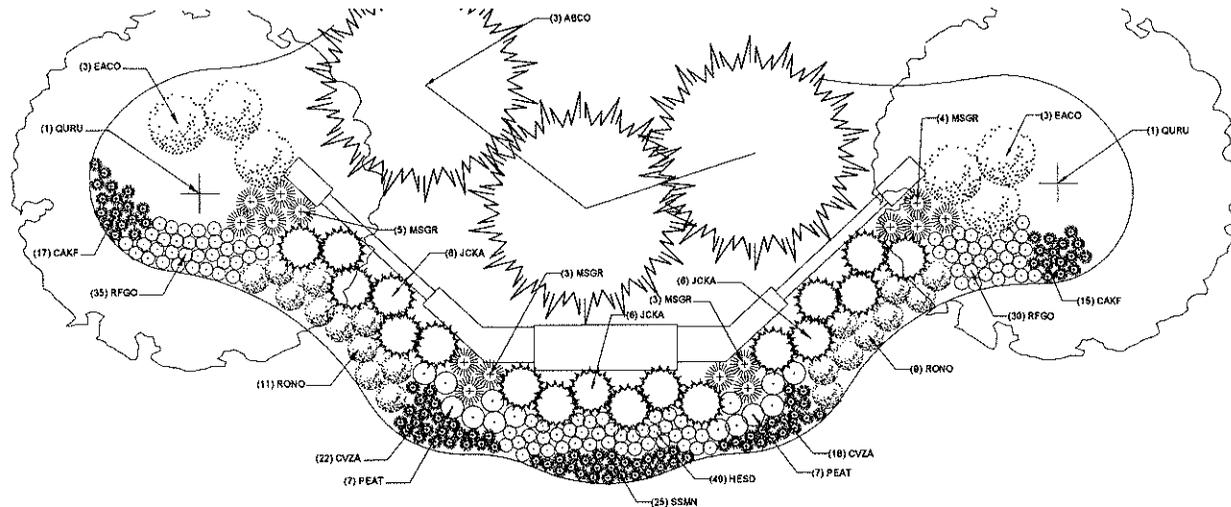
B TYP. LOOP EYEBROW PLANTING PLAN
 L7 SCALE: 1" = 20'



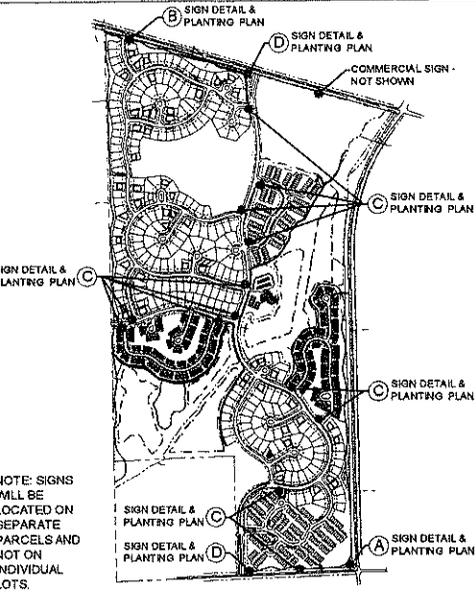
C TYP. ENTRY MEDIAN PLANTING
 L7 SCALE: 1" = 20'

SUGGESTED ISLAND PLANT SCHEDULE					
	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND.
DECIDUOUS TREES	AFAB	Acer fraxinifolium 'Autumn Blaze'	Autumn Blaze Freeman Maple	2 1/2" CAL	B59
	FAAR	Fraxinus americana 'Autumn Purple'	White Ash	2 1/2" CAL	B59
	TCOL	Tilia cordata 'Coralbead'	Giant Green Littleleaf Linden	2 1/2" CAL	B18
CONIFER TREES	PIGD	Pinus glauca var. densata	Black Hills Spruce	6 HT.	B59
ORNAMENTAL TREES	ACD	Acer ginnala	Amur Maple	6 HT. MULTI-STEM	B59
	MARP	Malus 'Prinze'	Prinze Crabapple	2" CAL.	B59
DECIDUOUS SHRUBS	EACO	Eucryphia alata 'Compactus'	Compact Burning Bush	24"	B18
	RARL	Rhus aromatica 'Glow Low'	Glow Low Fragrant Sumac	5 GAL.	CONT.
	YDOL	Yucca filamentosa 'Adam's Jazz'	Adam's Yucca	36"	B59
EVERGREEN SHRUBS	JOKA	Juniperus chinensis 'Sofie'	Katley Compact Pyram. Juniper	24"	B59
	JSDR	Juniperus sabina 'Broadmoor'	Savin Juniper	24"	B59
PERENNIALS	COVM	Cornus verticillata 'Merlot'	Merlotpan Cornus	1 GAL.	CONT.
	HDMF	Hemerocallis 'May Todd'	May Todd Daylily	1 GAL.	CONT.
	ISOF	Impatiens 'Dove/Fly'	Scarlet Imp.	1 GAL.	CONT.
	NEFA	Nepeta 'Festiva'	Festiva's Catnip	1 GAL.	CONT.
	PEAT	Patersonia exoniensis	Ruffian Sage	1 GAL.	CONT.
	RFGO	Rudbeckia 'Tulgal's Goldmine'	Black-eyed Susan	1 GAL.	CONT.
	SSAN	Salvia 'Superb Red Light'	Perennial Salvia	1 GAL.	CONT.
	VSIC	Veronica stricta 'Thyl Gender'	Spikesail	1 GAL.	CONT.
ORNAMENTAL GRASSES	ASTB	Andropogon scoparius 'The Blue'	The Blue Little Bluestem	1 GAL.	CONT.
	CAFF	Calamagrostis acutiflora 'Mist Forest'	Festive Reed Grass	1 GAL.	CONT.
	PEAN	Panicum arrisporoides 'Horner'	Doan's Fountain Grass	1 GAL.	CONT.
	SPEE	Sporobolus heteroloma	Prince Orngress	1 GAL.	CONT.
GROUND COVER	POBI	Polygonum hybridum 'Borde Jewel'	Flare Clover	3" POT	18" O.C. SPACING
	WVBO	Waldsteinia 'Borde Jewel'	Periwinkle	3" POT	18" O.C. SPACING
NOI	ALL AREAS WITHIN PARKWAY ARE TO BE SOCCED WITH TURF BLUEGRASS				

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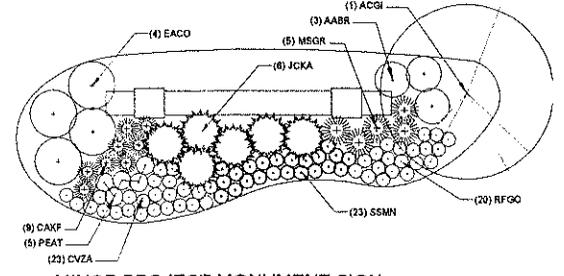


(A) PRIMARY PROJECT MONUMENT SIGN
SCALE: 3/16" = 1'-0"

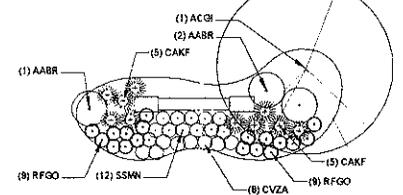
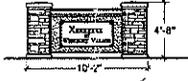


SIGN LOCATION MAP
NOT TO SCALE

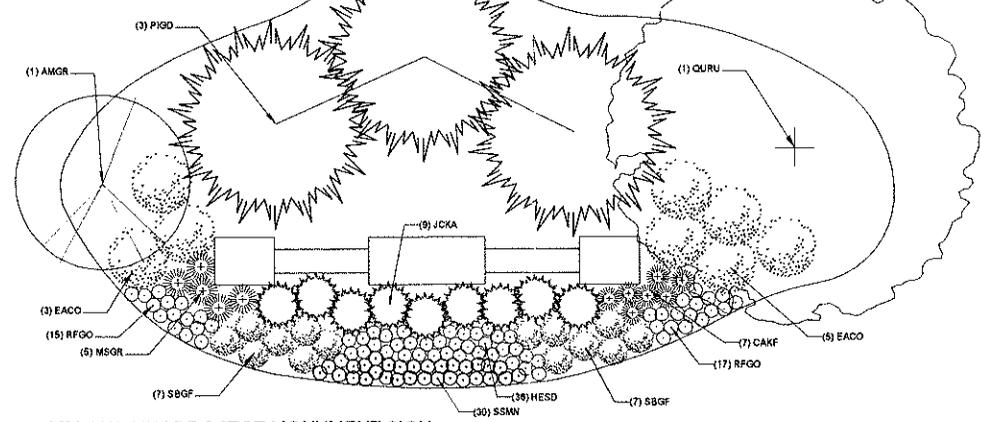
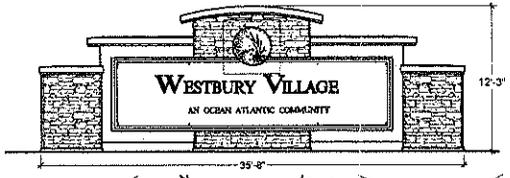
	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	COLOR
DECIDUOUS TREES	QURU	Quercus nutt.	Red Oak	2 1/2" cal	tbl
CONIFER TREES	ABCO	Abies concolor	White Fir	6" H	tbl
	PIGO	Picea glauca var. densata	Blue Hills Spruce	6" H	tbl
ORNAMENTAL TREES	ACGI	Acer glabrum	Amur Maple	8" H medium	tbl
	ANSG	Aster sp.	Aster	6" H medium	tbl
DECIDUOUS SHRUBS	AABR	Amelanchier canadensis	Red Chokeberry	30"	tbl
	EACO	Erythronium albidum	White Day Lily	30"	tbl
	RFGL	Rosa glauca	Green Rose	50"	tbl
	RONO	Rosa rugosa	Rugosa Rose	30"	tbl
	SBGF	Spiraea bumalda 'Goldflame'	Goldflame Spirea	24"	tbl
EVERGREEN SHRUBS	JCKA	Juniperus chinensis 'Katy'	Katy Compact Blue Juniper	24"	tbl
PERENNIALS	CVZA	Coreopsis verticillata 'Zagay'	Zagay Coreopsis	1 1/2"	tbl
	HESD	Hemerocallis 'Stella de Oro'	Stella de Oro Day Lily	1 1/2"	tbl
	PEAT	Phlox paniculata	Phlox	1 1/2"	tbl
	RFGO	Rosa rugosa 'Goldflame'	Goldflame Rose	1 1/2"	tbl
	SSMN	Spiraea bumalda 'Goldflame'	Goldflame Spirea	1 1/2"	tbl
ORNAMENTAL GRASSES	CAKF	Calamagrostis canedonia 'Karl Foerster'	Foerster Reed Grass	5 1/2"	tbl
	MSGR	Manisuris arvensis 'Greenhill'	Manisuris Grass	5 1/2"	tbl



(B) MINOR PROJECT MONUMENT SIGN
SCALE: 3/16" = 1'-0"



(C) NEIGHBORHOOD SIGN
SCALE: 3/16" = 1'-0"



(D) SECONDARY PROJECT MONUMENT SIGN
SCALE: 3/16" = 1'-0"

JOB NO: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: TRC

ocean atlantic
OWNER/DEVELOPER
1800 DIACONAL ROAD, SUITE 425
ALEXANDRIA, VIRGINIA 22314
(703) 298-0060
(703) 298-0156 (fax)

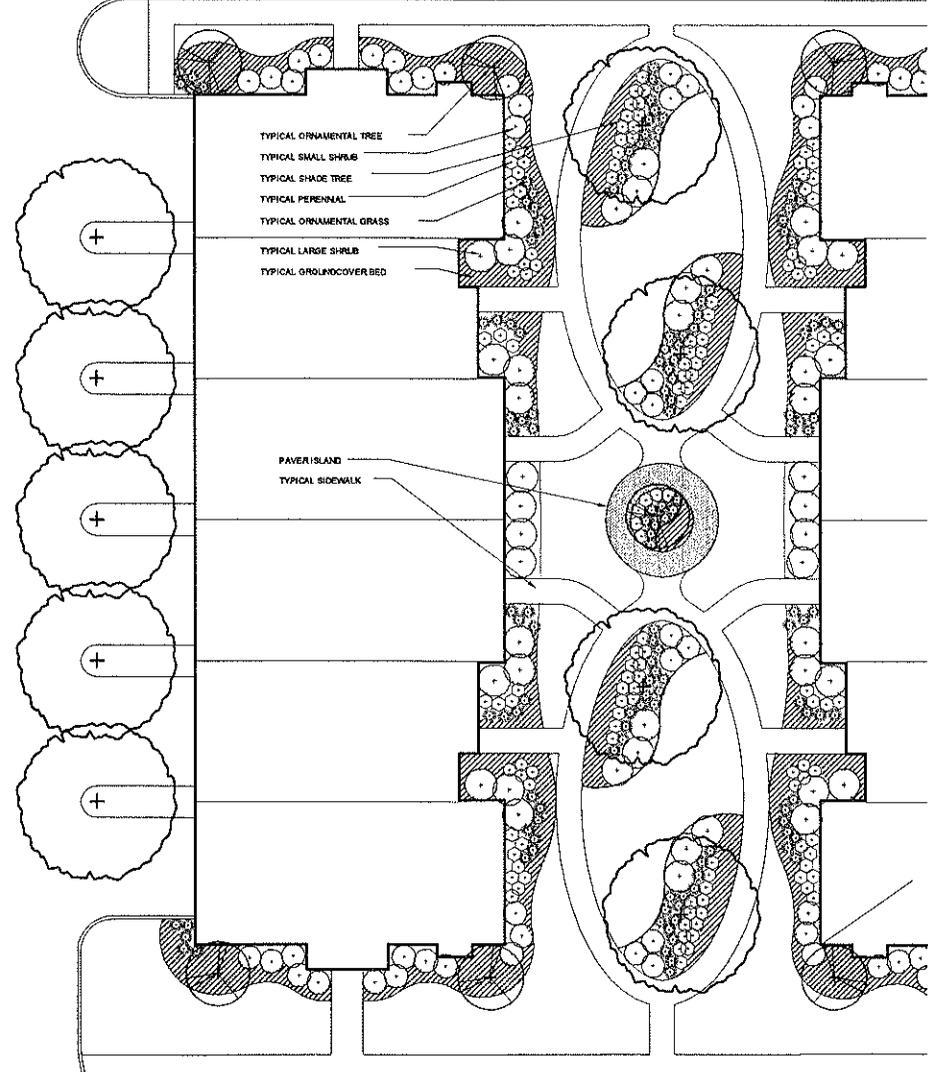
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lg @ lannett.com

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Geneva, Illinois 60134

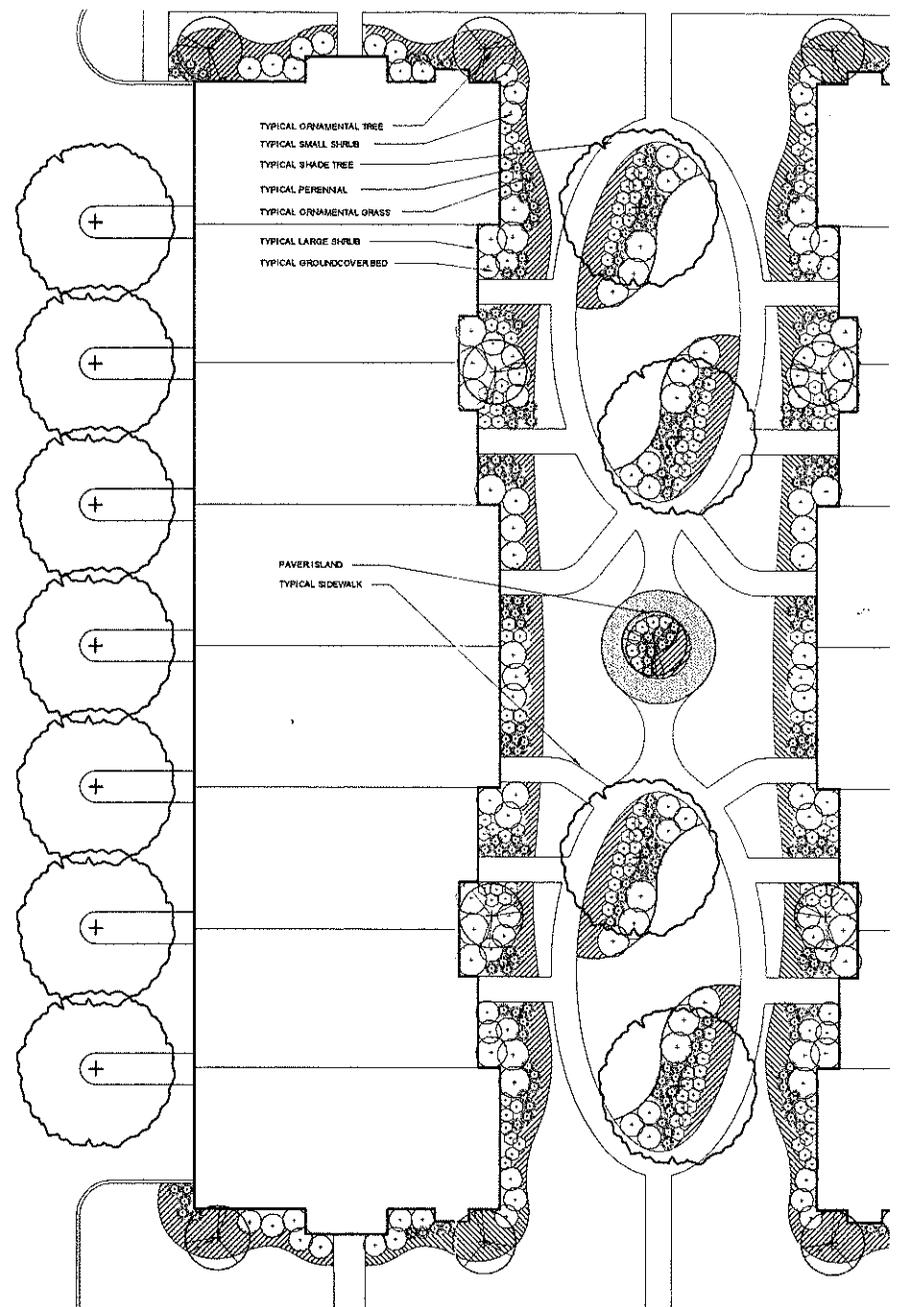
SIGN PACKAGE

SHEET NUMBER
L9
10 OF 14

SUGGESTED PLANT SCHEDULE					
	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	CONT.
ORNAMENTAL TREES	ATB	<i>Aucuba japonica</i> 'Autumn Brilliance'	Autumn Brilliance Barberry	6' HT. MA. 11-0113M	8" B&B
DECIDUOUS SHRUBS	CSH	<i>Cornus sericea</i> 'Lace'	Lace Redtwig Dogwood	24"	8" B&B
	VS	<i>Viburnum sp.</i>	Viburnum	24"	8" B&B
	RS	<i>Rosa rugosa</i> 'New Dawn'	New Dawn Rose	18"	8" B&B
	RL	<i>Ribes alpinum</i>	Alpine Currant	6 GAL	CONT.
	VC	<i>Viburnum cerasifolium</i>	Common Korean Spice Viburnum	36"	8" B&B
PERENNIALS	PE	<i>Perovskia atriplicifolia</i>	Russian Sage	1 GAL	CONT.
	HE	<i>Hemerocallis 'Stella de Oro'</i>	Stella D'Oro Daylily	1 GAL	CONT.
	ES	<i>Erythronium 'Yellow Jay'</i>	Autumn Joy Belladonna	1 GAL	CONT.
ORNAMENTAL GRASSES	DC	<i>Deschampsia cespitosa</i>	Tufted Hair Grass	1 GAL	CONT.
	MI	<i>Miscanthus sinensis 'Purple Queen'</i>	Purple Maiden Grass	1 GAL	CONT.
	PE	<i>Panicum scoparium</i>	Dwarf Fountain Grass	1 GAL	CONT.
GROUNDCOVER	LI	<i>Liriodendron tulipifera</i>	Flowering Dogwood	3" POT	12" O.C.
	VI	<i>Viburnum sp.</i>	Winter Spice	3" POT	12" O.C.



A TYPICAL SIX UNIT COURTYARD HOME LANDSCAPE PLAN
 L10 SCALE: 1" = 10'

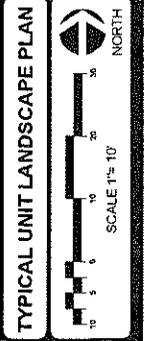


B TYPICAL EIGHT UNIT COURTYARD HOME LANDSCAPE PLAN
 L10 SCALE: 1" = 10'

JOB NO: 0134
 DATE: 04.06.04
 REVISIONS: 04.30.04
 DRAWN BY: BCL

ocean atlantic
 OWNER/DEVELOPER
 1800 DIAGONAL ROAD, SUITE 405
 ALEXANDRIA, VA 22314
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 (703) 299-6198 (FAX)

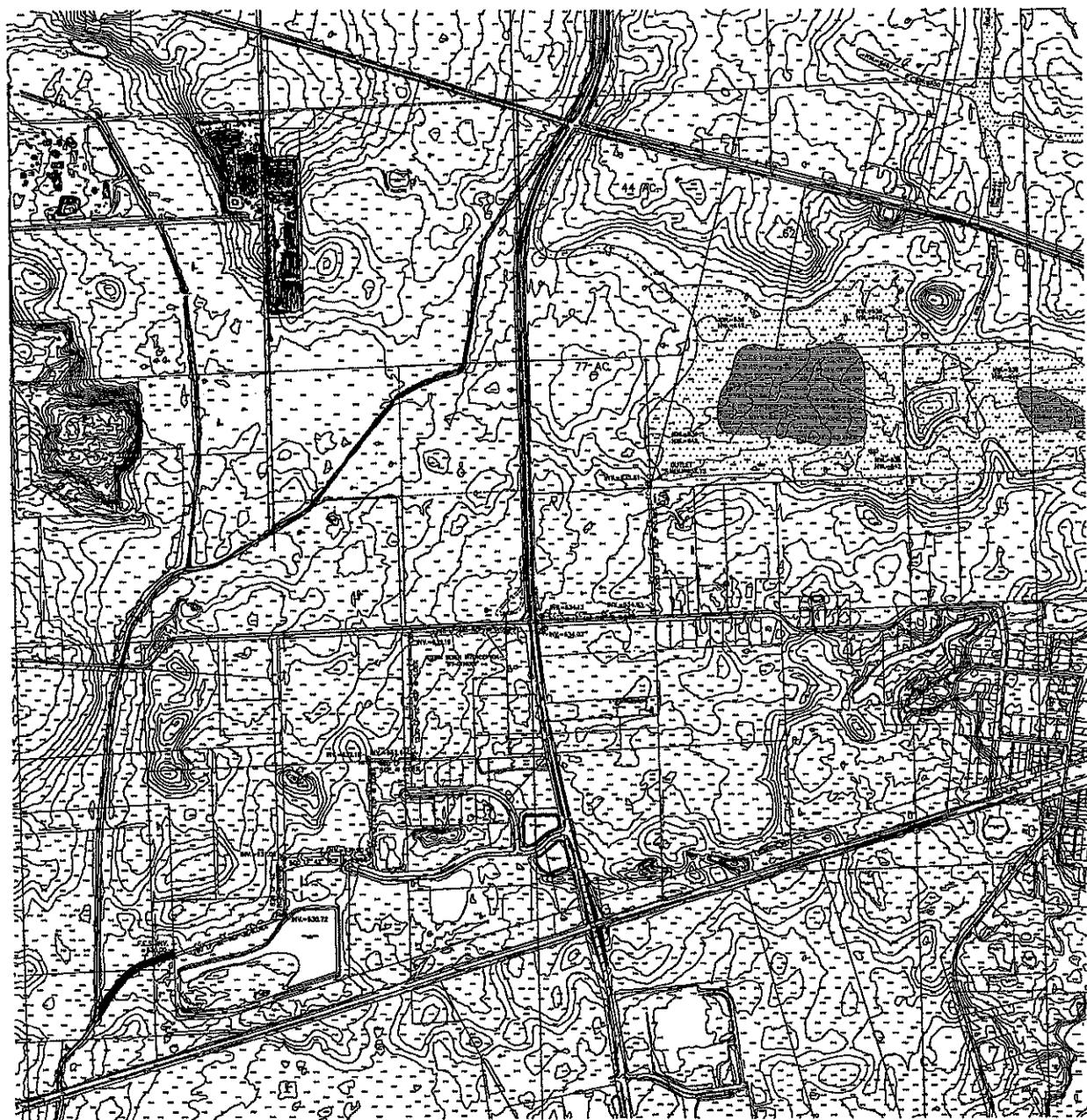
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 (630) 208-8050
 Fax: (630) 208-8050
 http://www.lannert.com
 lg @ lannert.com



SHEET NUMBER
L10
 11 OF 14

DRAWING NAME: S. Project: F. Architecture: J. Landscape: A. L10: Typical Courtyard Home (DATE PRINTED: Feb 01, 2005, 12:20:00)

RAYMOND OUTFALL STORMSEWER EXHIBIT



PREPARED FOR:
 OCEAN ATLANTIC
 1800 DIAGONAL ROAD, SUITE 425
 ALEXANDRIA, VIRGINIA 22314
 (703) 299-6060

PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2200 West 2nd Street, Suite 100
 Annapolis, Maryland 21403-4375
 FAX: 410-293-1700
 TEL: 410-293-1700
 DRAWN BY: DAC
 CHECKED BY: JAC
 DATE: 04-20-04
 SHEET NO.: 040418
 TOTAL SHEETS: 04-04

CEMCON, Ltd. is a member of the CEMCON Group of Companies.
 FILE NO.: 040418
 DATE: 04-20-04
 SHEET NO.: 040418
 TOTAL SHEETS: 04-04

REV. 8-10-10-04/08 REVISIONS PER SET WORK ORDER 04-04-04

EXHIBIT E-1

WESTBURY VILLAGE

YORKVILLE, ILLINOIS

EXHIBIT F

1
SINGLE FAMILY A
30.0 ACRES
86 UNITS

SCHOOL SITE
15 ACRES

2
SINGLE FAMILY B
48.0 ACRES
120 UNITS

PARK LAND DONATION
12.0 ACRES
50 AC NEIGHBORHOOD PARK 1
3.8 AC NEIGHBORHOOD PARK 2
3.2 AC REGIONAL TRAIL

4
CLUBHOUSE/
CREEK CORRIDOR/
OPEN SPACE/
BUFFERS
64.1 ACRES

9
COMMERCIAL
22.7 ACRES

3
SINGLE FAMILY
ATTACHED
16.0 ACRES
128 UNITS

8
SINGLE FAMILY
ATTACHED
18.8 ACRES
150 UNITS

5
SINGLE FAMILY
ATTACHED
18.3 ACRES
146 UNITS

6
SINGLE FAMILY B
32.5 ACRES
84 UNITS

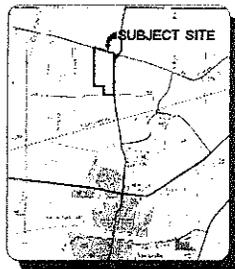
7
SINGLE FAMILY
ATTACHED
22.1 ACRES
177 UNITS

POSSIBLE FUTURE
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BUFFER SPACE
7.2 ACRES

BUFFER SPACE
2.3 ACRES

FUTURE R.O.W.
EXPANSION
12 ACRES



LOCATION MAP
NOT TO SCALE

AREAS MAINTAINED BY HOME OWNERS ASSOCIATION
 CUL-DE-SAC ISLANDS - A, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q
 DETENTION & OPEN SPACE AREAS - A-1, A-2
 ROADWAY CRESCENT ISLANDS - HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ

AREAS MAINTAINED BY THE SCHOOL/PARK DISTRICT
 B-1, B-2, B-3, C-1

BUFFER YARDS
 MAINTAINED BY HOME OWNERS ASSOCIATION
 BUFFER YARDS - JA, JB, JC, JD, JE, JF, JG, JH, JI

HOME OWNERS ASSC. & SCHOOL/PARK DISTRICT PLAN

SCALE IN FEET

NORTH

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 OWNER/DEVELOPER

1800 DIAGONAL ROAD, SUITE 425
 ALEXANDRIA, VA 22314

(703) 299-6060
 (703) 299-8199 (fax)

DATE	08/26/03
REVISION	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	01/31
NO.	0134

(ON BANK LETTERHEAD)

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Amount: U.S. \$ _____

To: United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

Date: _____

Issuer: _____

Letter of Credit No.: _____

Developer: _____

Subdivision: _____

Unit No.: _____

Expiration Date: (24 Months)

Ladies and Gentlemen:

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of _____ (\$ _____) Dollars for the account of _____

This Letter of Credit is issued for the purposes of: (A) facilitating the construction of subdivision, public improvements and dedications for _____ Subdivision, including, but not limited to, streets, curbs, sidewalks, storm sewers, street lighting, waste water sewers, water lines, water detention facilities and all other public improvements as set forth in the approved drawings, specifications, plats and engineering, and as required by the Yorkville Subdivision Ordinance and all other applicable Ordinances; B) securing obligations contained in Yorkville Planned Unit Development Ordinance No. _____; (NOTE: Delete if not applicable); C) providing funds for uncompleted subdivision improvements; and D) securing Village fees, dedications and contributions associated with such subdivision.

These funds are fully available by your drafts drawn on us at sight and accompanied by the following documents:

1. Statement signed by an authorized official of the United City of Yorkville certifying that the amount drafted represents the funds required to complete or correct subdivision improvements in accordance with the approved subdivision plans or specifications or comply with such other requirements of the Village including those provided herein.
2. Copy of written notice to us, as issuer, dated not less than ten (10) days prior to the date of your draft(S) hereunder describing the specific work yet to be performed or to be corrected or describing such other basis for withdrawal of the amount drafted; and

3. Statement setting forth that draft drawn hereunder is attributable to _____ (Subdivision Name, _____ (Issuer name), _____ (Letter of Credit No.).

Drafts drawn hereunder by presentation at our counters cannot be drawn prior to one (1) year from date of issuance of this Letter of Credit, nor later than the expiration date.

Notwithstanding the foregoing, this Letter of Credit shall remain in full force and effect for a period of One Hundred and Twenty (120) days after written notification by the Issuer to the United City of Yorkville is received, it being understood that the affirmative action of the issuer in forwarding written notice by certified or registered mail, return receipt requested (or by Receipted hand delivery) is required prior to expiration of this Letter of Credit. In addition to the foregoing, all drafts may be submitted for a period of ninety (90) days following the expiration date of this irrevocable Letter of Credit as provided herein and such draft shall be fully honored during the ninety (90) days in accordance with the terms and provisions herein contained.

This Letter of Credit may be reduced to such amounts specified in writing from time to time by the United City of Yorkville. The Issuer and Developer agree that by reducing the amount of this letter, the Village is not accepting any public improvements or otherwise waiving any rights it may have.

Provided that the City complies in a timely manner with the draft requirements in numbered paragraphs (1), (2) and (3) above, if we fail to honor drafts drawn on this Letter of Credit in addition to all other damages which are limited by the amount of this Letter of Credit, w shall also pay the City all reasonable attorney and expert fees; court costs and all other expenses incurred by the City.

The Irrevocable Letter of Credit shall not operate as a limitation upon the obligation of _____ (Developer) to install all improvements required by the United City of Yorkville and otherwise comply with all its other obligations, including the purposes for which this Letter of Credit is issued.

This Letter of Credit is subject to applicable provisions of the uniform Commercial Code of the State of Illinois (810 ILCS 5/5-101 et.seq.).

Sincerely,

(Bank Name)

ATTEST:

By: _____

By: _____

Title: _____

EXHIBIT "I-2"

PROPERTIES SUBJECT TO CITY OF YORKVILLE ROB ROY CREEK INTERCEPTOR
BOND REPAYMENT

[ON FILE WITH THE CITY]

**This document was prepared by,
And following recording shall be
returned to:**

Robert E. Nelson
Attorney at Law
30 So. Stolp Ave.
Aurora, IL 60506

AGREEMENT TO GRANT EASEMENT

THIS AGREEMENT, MADE THIS ___ DAY OF _____, 2003, WITNESSETH: That the undersigned, Richard A. Undesser Jr. and John F. Undesser, as Co-Executors of the Estate of Richard Undesser, deceased, and Richard A. Undesser Jr. and John F. Undesser as Co-Executors of the Estate of Henrietta Undesser, deceased and Richard A. Undesser Jr., Mary Momsen and John F. Undesser (hereinafter called "Grantor"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the United City of Yorkville, a municipal corporation, of County of Kendall, State of Illinois, (hereinafter called "Grantee"), a non-exclusive perpetual easement to construct, operate, maintain, inspect, remove, repair, abandon in place, replace and reconstruct (collectively, "Installation"), a pipeline, together with such valves, fittings, protective apparatus, fire hydrants, and all other equipment and appurtenances as may be convenient in connection therewith (collectively, the "Facilities") for the transportation of water under and across a strip of land, as described as Parcel One on Exhibit A which is attached hereto and incorporated herein (hereinafter referred to as the "Easement Premises"). The Grantor further grants the Grantee the right of ingress and egress to and from the Easement Premises for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted.

The aforesaid rights and easement are granted as and from the date hereof on the following terms and conditions.

1. Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the aforesaid lands, and that Grantor has the right and authority to make this grant, and that Grantor will forever warrant and defend the title thereto against all claims whatsoever.
2. Except for above-ground fire hydrants and valve vaults, Grantee shall install the Facilities in the Easement Premises with a minimum of five (5) feet of top cover.
3. In the course of installing the Facilities the Grantee shall undertake topsoil replacement procedures as follows:

The actual depth of the topsoil will first be stripped from the area to be excavated for the pipeline. All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first, and the topsoil replaced next. The

topsoil must be replaced within the trench so that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be achieved. In no instance will the topsoil materials be used for any other purpose, unless expressly authorized in writing by Grantor.

4. If Grantor's underground drainage tile is damaged by the installation of the Facilities, Grantee will repair the damaged tile line in a manner that assures the tile line's proper operation at the point of repair.

5. Grantee shall remove all Installation related debris and material which is not an integral part of the Facilities, including, without limitation, all litter generated by the construction crew. Grantee shall not backfill the top five (5) feet (or the actual depth of the top cover, if less than five (5) feet) of the pipeline trench with soil containing any rocks or a greater concentration or size than existed prior to the excavation for the Facilities. Following Installation, Grantee shall restore the Easement Premises to its pre-construction elevation and contour as soon as practical should uneven settling or surface drainage problems develop. Grantee shall cure all substantial ruts left after the Installation of the Facilities.

6. Grantee shall be liable to Grantor and the Grantor's farm tenant for damages to the farm tenant's rights, annual crops, fences, trees and other existing improvements which may arise from the exercise of the rights herein granted. Grantee shall be liable to compensate for any crop loss in the sum of \$_____ per acre of corn crop damage and \$_____ per acre for soybean crop damage as shall be determined by the Grantor's farm tenant and the Grantee following completion of Installation activities.

7. The easement hereby granted shall be nonexclusive. The Grantor shall have the right fully to use and enjoy the Easement Premises except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee and except as otherwise specifically provided as follows.

a) Grantor reserves the right to construct roads, streets, sidewalks and utilities over, along, upon and across the Easement Premises, but Grantor must notify Grantee, in writing, at least thirty (30) days in advance, of any such construction. Said advance written notice shall include engineering plans for such construction. Grantee reserves the right to review said engineering plans and request any modifications to them that is in accordance with the then current, industry acceptable, engineering standards necessary to protect the integrity of the Facilities. Grantee's review of said engineering plans shall be completed in a timely matter and Grantee's approval or such construction shall not be unreasonably withheld.

b) Grantor shall not materially alter the grade of the Easement Premises without the prior, express written consent of the Grantee.

c) Grantor shall not excavate, drill, install and erect, or permit to be excavated, drilled, installed or erected on, over, under or across the Easement Premises any pit, well, foundation, or other similar structure without Grantee's prior, express written consent.

8. Grantee agrees that there shall be no above-ground appurtenances or facilities, except for necessary fire hydrants and valve vaults.

9. Notwithstanding any provision herein to the contrary, if Grantee, for whatever reason, fails to commence actual Installation of the Facilities within the Easement Premises within 365 days after the date of this instrument, then the right, title and interest of the Grantee, its successors and assigns in the Easement Premises and this Agreement shall be extinguished and revert to the Grantor, and Grantor's successors and assigns.

10. Grantee shall indemnify and hold Grantor and Grantor's successors and assigns harmless from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Installation, use, or existence of the Facilities, including damage to such Facilities and the leaking of its contents, except where the claims, injuries, suits, damages, costs, losses, and expenses arise out of the negligence or intentional acts of the Grantor and Grantor's agents, successors or assigns.

11. This Agreement is made and executed by the Grantor subject to any and all easements and covenants, conditions and restrictions of record heretofore existing.

12. The Grantor also grants and conveys unto the Grantee a temporary easement to enter upon and have access to the real property of Grantor, with necessary equipment, for the express purpose of undertaking the initial Installation of the Facilities. Said temporary easement is limited to the area herein described as and under the caption of Parcel Two on Exhibit A attached hereto.

This grant of temporary easement above described shall terminate 90 days after the initial Installation of the Facilities or one year from the execution of this Agreement, whichever occurs first. Upon termination, Grantee will return said property to Grantor as nearly as practicable to its original condition, according to the provisions herein provided.

13. Grantee represents that it will authorize Grantor to make reasonable connections to the Facilities at locations mutually acceptable to Grantor and Grantee and in accordance with sound engineering principles.

14. The Grantee hereunder waives the payment of money and any other consideration by Grantor for reimbursement or recapture for the Grantee's cost of Installing the Facilities, including any service laterals.

No provision herein shall be regarded as Grantee's waiver of Grantee's right to collect a tap-on/connection fee as required under Grantee's ordinances from time to time nor shall any provision herein be regarded as Grantee's waiver of Grantee's right to collect development and/or permit fees as required under Grantee's ordinances from time to time.

15. The laws of the State of Illinois shall govern the validity, performance and enforcement of this agreement. Enforcement shall be by an appropriate action or actions to secure the specific performance of this agreement, or to secure any and all other remedies available at law or in equity in connection with the covenants, agreements, conditions, and obligations contained herein. Venue for any action is in the Circuit Court of Kendall County, Illinois.

16. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other

party imposed shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

17. This agreement supercedes all prior agreement and negotiations between the parties and sets forth all promises, inducements, agreements, conditions, and understandings between and among the parties relative to the subject matter hereof. There are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them, other than are herein set forth.

18. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this agreement shall be binding upon the parties unless reduced to writing and signed by them or their successor in interest of their assigns.

19. Should any provision of this agreement or application thereof to any party or circumstance be held invalid and such invalidity does not affect other provisions or applications of this agreement which can be given effect without the invalid application or provision, then all remaining provisions shall remain in full force and effect.

20. All notices, elections, and other communications between the parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the parties at the following addresses, or at such other address as the parties may, by notice, designate:

If to the Grantee:
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

If the Owner:
Richard A. Undesser Jr.
_____ Galena Road
Bristol, IL 60512

Notices shall be deemed received on the third business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

21. This agreement, including all the covenants and conditions herein contained, shall be construed as creating an easement appurtenant to property owned by the Grantor, and shall extend to, be binding upon and inure to the benefit of the heirs, executors, administrators, successors in title, agents and assigns of the Grantor and Grantee respectively.

By execution of this instrument through its authorized representatives the United City of Yorkville acknowledges and accepts the grant of easement for the purposes and on the terms and conditions set forth in this instrument.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first above named.

GRANTEE:
United City of Yorkville

By: _____
Mayor

(SEAL)

Attest: _____
Clerk

GRANTORS:

Richard A. Undesser Jr.

Richard A. Undesser Jr.

and

and

John F. Undesser

John F. Undesser

As Executors of the Estate of Richard
Undesser, deceased

As Executors of the Estate of Henrietta
Undesser, deceased

Richard A. Undesser Jr.

John F. Undesser

Mary Momsen

PREPARED BY:
Robert E. Nelson
Attorney at Law
30 So. Stolp Ave.
Aurora, IL 60506

1336473_v2

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, _____, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ Mayor of the United City of Yorkville, and _____, Clerk in and for said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act as such Mayor and Clerk for the uses and purposes therein set forth.

Given under my name and notarial seal this ____ day of _____, 2003.

Notary Public

RIGHT-TO-FARM STATEMENT

Kendall County has a long rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by a zoning indicator – A-1 or Ag Special Use. Anyone constructing a residence or facility near this zoning should be aware that normal agricultural practices may result in occasional smells dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.

DEVIATIONS FROM CITY ORDINANCES
EXHIBIT H

Subdivision Control Ordinance No. 2002-2 Adopted 03-09-00

1) Section 7.06 Street Jogs:

Subdivision Control Ordinance Requirement:

Street intersection jogs with center line offsets of less than one hundred fifty feet (150) shall be prohibited.

Variance Requested:

Street intersection jogs with center line offsets of less than one hundred fifty feet (150) shall be prohibited, with an exception for eyebrows with landscaped islands, where one leg of the eyebrow shall align with the opposite street.

2) Figure 2 on page S23:

Subdivision Control Ordinance Requirement:

Minimum radius to Centerline of Horizontal Curves for Local, Minor for row houses and apartments, 150 ft.

Variance Requested:

Minimum radius to Centerline of Horizontal Curves for Local, Minor for row houses and apartments, 150 ft. with the ability to decrease to 60' radius at a 90 degree roadway curve.

3) Figure 2 on page S23:

Subdivision Control Ordinance Requirement:

Minimum radius to Centerline of Horizontal Curves for Minor, for single family residence, 100 ft.

Variance Requested:

Minimum radius to Centerline of Horizontal Curves for Minor, for single family residence, 100 ft. with the ability to decrease to 60' radius at a 90 degree roadway curve.

City of Yorkville Standard Specifications for Improvements Resolution No. 2000-4:

1) Paragraph 4:

Subdivision Control Ordinance Requirement:

No work is to start until the engineering plans have been approved by the City Engineer and the City Administrator and the pre-construction meeting has been held.

Variance Requested:

The developer shall have the right to begin mass earthwork operations, for no more than 100 acres at a time, at their risk, upon holding a pre-construction meeting and upon placement of a Letter of Credit for erosion control measures.

Ordinance No. 2002-40 Ordinance Amending United City of Yorkville Subdivision (Ordinance No. 2000-2) and United City of Yorkville Standard Specifications for Improvements (Resolution No. 2000-4)

1) Section 3: Requirements 1. a):

Subdivision Control Ordinance Requirement:

Hydraulically equivalent compensatory storage requirements for fill or structures in a riverine floodplain shall be at least equal to 1.5 times the volume of floodplain storage lost or displaced. Such compensation areas shall be designed to drain freely and openly to the channel and located opposite or adjacent to fill areas. A recorded covenant running with the land is required to prohibit any modification to the compensation area. The floodplain storage volume lost below the existing 10-year frequency flood elevation must be replaced below the proposed 10-year frequency flood elevation. The floodplain storage volume lost above the existing 10-year frequency flood elevation must be replaced above the proposed 10-year frequency flood elevation.

Variance Requested:

Hydraulically equivalent compensatory storage requirements for fill or structures in a riverine floodplain shall be at least equal to 1.0 times the volume of floodplain storage lost or displaced. Such compensation areas shall be designed to drain freely and openly to the channel and located opposite or adjacent to fill areas. A recorded covenant running with the land is required to prohibit any modification to the compensation area. The floodplain storage volume lost below the existing 100-year frequency flood elevation must be replaced below the proposed 100-year frequency flood elevation.

Draft Subdivision Ordinance:

1) Page S12, Section 8. A. Storm Water Retention (Wet Ponds):

Subdivision Control Ordinance Requirement:

These areas shall be designed to a minimum depth below normal water levels of six (6) feet. If fish life is to be maintained, 25% shall be a minimum depth of 12 feet. These areas must have a safety shelf of five (5) feet minimum, ten (10) feet maximum in width, at a depth of 2 feet below the normal water elevation. The slope to the bottom of the lake is 2:1 and the slope up from the lake is a maximum of 5:1. All storm water inlet points must have calculated desilting basins below the required 6 feet of depth. The maximum bounce for wet ponds shall be four (4) feet. Grating at all Retention ponds is required.

Variance Requested:

These areas shall be designed to a minimum depth below normal water levels of six (6) feet. If fish life is to be maintained, 25% shall be a minimum depth of 12 feet. These areas must have a safety shelf of five (5) feet minimum, ten (10) feet maximum in width, at a depth of 2 feet below the normal water elevation. The slope to the bottom of the lake is 2:1 and the slope up from the lake is a maximum of 4:1. All storm water inlet points must have calculated desilting basins below the required 6 feet of depth. The maximum bounce for wet ponds shall be seven (7) feet. Grating at all Retention ponds is required.

2) Page S12, Section 8. B. Storm Water Detention (Dry Ponds):

Subdivision Control Ordinance Requirement:

These areas shall be designed with a 2 year low flow underdrain system so that ponding beyond the storage does not occur and that a good stand of grass can be maintained. A safety shelf of five (5) feet minimum, then (10) feet maximum in width is required. The embankment slope shall be 5:1. Slopes shall be allowed directly over underdrain pipes. All incoming and outgoing conduits shall have concrete flared end section or poured in place headwall with grates. Two (2) foot inlets can be placed over the low flow pipe. The maximum water depth below the HWL shall be 4 feet. Grating at all Detention ponds is required.

Variance Requested:

These areas shall be designed with a 2 year low flow underdrain system so that ponding beyond the storage does not occur and that a good stand of grass can be maintained. The embankment slope shall be 4:1. One (1) percent slopes shall be allowed directly over underdrain pipes. All incoming and outgoing conduits shall have concrete flared end section or poured in place headwall with grates. Two (2) foot inlets can be placed over the low flow pipe. The maximum water depth below the HWL shall be seven (7) feet. Grating at all Detention ponds is required.

DEVIATIONS FROM CITY ORDINANCE
EXHIBIT H

ONE FAMILY RESIDENCE DISTRICT:

SINGLE FAMILY DETACHED:

1.) MINIMUM LOT SIZE:

Zoning Ordinance Requirement:

United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article B – R-2 One Family Residence District; Section 10-6B-3: Lot Area and Allowable Density; Item B)

Lots served by both public sewerage and water facilities shall have an area of not less than **TWELVE THOUSAND (12,000) SQUARE FEET** and a width at the building line of not less than eighty feet (80'). Density shall not exceed three and three-tenths (3.3) dwelling units per each acre.

Variance Requested:

Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item B – Performance Standards; #1. Single Family – Detached (Pod 1 – 85 units; Pod 2 – 120 units; Pod 6 – 84 units); a.)

Minimum Lot Size shall be 12,000 square feet, unless the lot abuts open space of not less than TWENTY-FIVE FEET (25') in depth, in which case the Minimum Lot Size may be reduced to 10,000 square feet.

2.) RESIDENTIAL SIDE YARD SETBACKS:

Zoning Ordinance Requirement:

United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article B – R-2 One Family Residence District; Section 10-6B-4: Yard Areas; Item B – Side Yards)

A side yard on each side of the zoning lot of not less than **TEN FEET (10')**, or ten percent (10%), whichever is greater, except where a side yard adjoins a street, the minimum width shall be increased to **THIRTY FEET (30')**.

Variance Requested:

Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #1. Single Family – Detached (Pod 1, 2, and 6); b. and c.)

The exterior corner side yard adjoining a street shall be a minimum of TWENTY-FIVE FEET (25'). (The minimum exterior corner side yard shall be TWENTY FEET [20'] on lots containing a 3-car garage.)

Lots affected include:

Pod 1 – Lots 2, 6, 17, 25, 43, 58, 65, 67, 80, and 81

Pod 2 – Lots 4, 8, 10, 15, 16, 25, 31, 38, 39, 44, 56, 67, 84, and 91

Pod 6 – Lots 2, 7, 8, 21, 28, 35, 37, 49, 53, 64, 74, 75

The minimum side yard shall be EIGHT AND ONE HALF FEET (8.5'). (The minimum side yard shall be SEVEN AND ONE HALF FEET [7.5'] on lots containing a 3-car garage).

The side yard setback for lots containing either public water or sanitary sewer mains or storm sewer in side yards shall be increased to TEN FEET (10') to accommodate this condition.

GENERAL RESIDENCE DISTRICT:

COURTYARD HOMES – SINGLE FAMILY ATTACHED:

1) RESIDENTIAL FRONT YARD SETBACKS:

Zoning Ordinance Requirement:

United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 1)

Front Yard: Not less than THIRTY FEET (30').

Variance Requested:

Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Courtyard Homes – Single Family Attached (Pod 3 and 7); a.)

Front yard: Not less than TWENTY-FIVE FEET (25')

2.) RESIDENTIAL SIDE YARD SETBACKS:

Zoning Ordinance Requirement:

United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 2)

Side Yards: Two (2) side yards, each TWELVE FEET (12') in width; or, a side yard of sixty percent (60%) of the building height (whichever is greater), except a side yard adjoining a street shall not be less than twenty feet (20') in width.

Variance Requested:

Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Courtyard Homes – Single Family Attached (Pod 3 and 7); c.)

Side Yards: TWO (2) Side yards, each TEN FEET (10') in width.

Side Yard Adjoining a Private street: If adjacent to private street, the minimum side yard shall be TWENTY FEET (20') from the edge of pavement.

3.) RESIDENTIAL REAR YARD SETBACKS:

Zoning Ordinance Requirement:

United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 3)

Rear Yard: Rear yard not less than FORTY FEET (40') in depth. (Ord. 1973-56A, 3-28-74)

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Courtyard Homes – Single Family Attached (Pod 3 and 7); d.)

Rear yard: Rear yard not less than THIRTY FEET (30') in depth.

TOWNHOMES – SINGLE FAMILY ATTACHED:

1) RESIDENTIAL FRONT YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 1)

Front Yard: Not less than THIRTY FEET (30').

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Townhomes Parcel– Single Family Attached (Pod 5, and 8); a.)

Front yard: Not less than TWENTY FEET (20')

2.) RESIDENTIAL SIDE YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 2)

Side Yards: Two (2) side yards, each TWELVE FEET (12') in width; or, a side yard of sixty percent (60%) of the building height (whichever is greater), except a side yard adjoining a street shall not be less than twenty feet (20') in width.

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Townhomes Parcel– Single Family Attached (Pod 5, and 8); c.)

Side Yard: TWO (2) side yards, each TEN FEET (10') in width.

MINIMUM BUILDING SEPARATIONS – SINGLE FAMILY ATTACHED: (See Attachment D-1)

Minimum building separations in Pods 3,5,7 and 8 shall be as follows

- | | |
|---------------------|-----|
| a. Rear to Rear | 60' |
| b. Front to Side | 40' |
| c. Rear to Front | 80' |
| d. Garage to Garage | 60' |
| e. Side to Rear | 40' |
| f. Side to Side | 20' |

g. Front to Front 50'

Deviations From Minimum Building Separations: (See Exhibit C, Sheets L4 & L5)

POD 5:

Rear to Rear:
Buildings AA – W 58'
Buildings CC – U 47'

Front to Side:
Buildings U – T 23'

Rear to Front:
Buildings U – V 49'

POD 7:

Front to Side:
Buildings G – H 25'
Buildings Y-Z 29'
Buildings X – Z 35'
Buildings W – X 37'

Front to Front:
Buildings D – E 25'

POD 8:

Rear to Rear:
Buildings S – W 48'
Buildings W – AA 57'

MINIMUM ROADWAY STANDARDS – SINGLE FAMILY ATTACHED

1.) Minimum Right-of-Way Width

Subdivision Control Ordinance Requirement:

United City of Yorkville Subdivision Control Ordinance "Figure 2" identifies a minimum right-of-way width for Local, Minor streets for row houses and apartments as **SIXTY-SIX FEET (66')**

Variance Requested:

Pods 3, 5 and 8:

Right-of-way width for Local, Minor streets for townhomes and courtyard homes - SIXTY FEET (60')

2.) Minimum Roadway Width

United City of Yorkville Subdivision Control Ordinance "Figure 2" identifies a minimum roadway width for Local, Minor streets for row houses and apartments as **THIRTY FEET (30')**

Variance Requested:

Pods 3, 5, 7 and 8:

Roadway width for Local, Minor Streets for townhomes and courtyard homes – TWENTY-FOUR (24')



RUNGE DEVELOPMENT (147 acres)

MORTGAGE DEVELOPMENT

INLAND (122 acres)

WESTBURY VILLAGE (282 acres)

INLAND (133 Acres)

MAIN BRANCH ROB ROY CREEK INTERCEPTOR

EAST BRANCH INTERCEPTOR

\$1.17M

WEST BRANCH INTERCEPTOR
\$2.49M

\$1.16M

\$1.56M

\$2.28M

\$1.43M

\$1.32M

\$1.43M

TEMPORARY P.S. & F.M.
\$1.64M

\$1.67M

TEMPORARY SEWER
\$0.37M

\$1.84M

COOPER PROPERTY

SEASON PROPERTY

VETERANS PARK

EXISTING BLACKBERRY CREEK INTERCEPTOR

KIRBALL TRAIL (208 acres)

EXISTING CANNONBALL TRAIL INTERCEPTOR

KYLLIN'S DEVELOPMENT (64 acres)

YORKVILLE/BRISTOL WASTEWATER TREATMENT PLANT

- LEGEND
- PRESENT FACILITY PLANNING AREA
 - FUTURE FACILITY PLANNING AREA
 - PROPOSED FORCEMAIN, PUMP STATION & SEWERS (NOT FUNDED VIA INFRASTRUCTURE FEE)
 - PROPOSED Y-S S.D. INTERCEPTORS (FUNDED VIA INFRASTRUCTURE FEE)
 - PROPOSED YORKVILLE INTERCEPTORS (NOT FUNDED VIA INFRASTRUCTURE FEE)

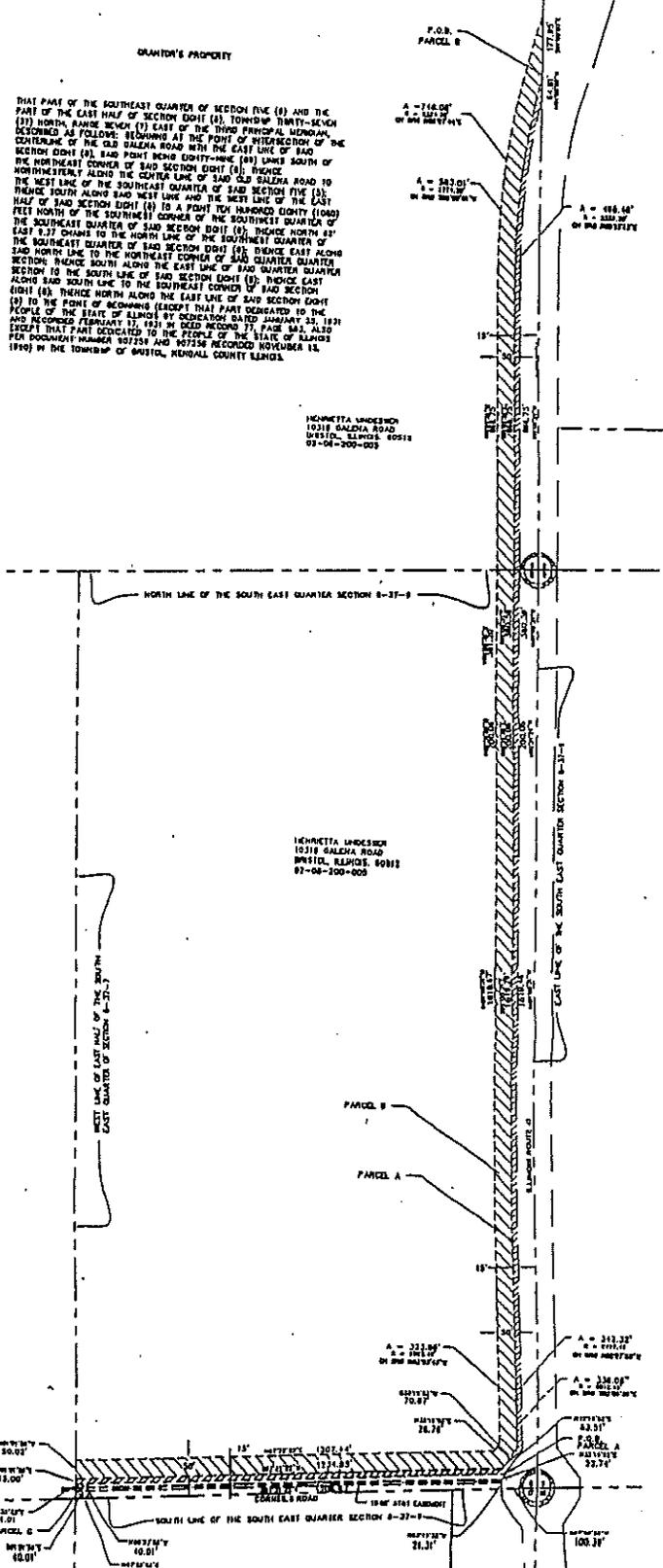
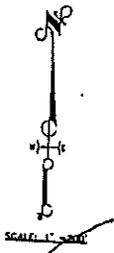
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WALTER E. DEUCHLER ASSOCIATES, INC.
Consulting Engineers - Aurora, Illinois

REVISIONS
REVISED: OCTOBER 8, 2003
REVISED: APRIL 2, 2004

YORKVILLE-BRISTOL SANITARY DISTRICT
ROB ROY CREEK INTERCEPTOR

GRANT OF EASEMENT FOR WATERMAIN TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



THAT PART OF THE SOUTHEAST QUARTER OF SECTION FIVE (5) AND THE PART OF THE EAST HALF OF SECTION EIGHT (8), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE SEVEN (7) EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION EIGHT (8); EAST POINT N60°15'40\"/>

HELENETTA ANDERSON
10318 GALENA ROAD
MORRIS, ILLINOIS 60551
03-04-200-003

HELENETTA ANDERSON
10318 GALENA ROAD
MORRIS, ILLINOIS 60551
03-04-200-003

SECTION 8-27-9
WEST LINE OF EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 8-27-9

EAST LINE OF THE SOUTH EAST QUARTER SECTION 8-27-9

PARCEL B
PARCEL A

A = 322.00'
B = 261.00'
ON THE MERIDIAN

A = 212.33'
B = 210.00'
ON THE MERIDIAN

A = 134.00'
B = 100.00'
ON THE MERIDIAN

SECTION 8-27-9
WEST LINE OF THE SOUTH EAST QUARTER SECTION 8-27-9

F.O.R. PARCEL A
SECTION 8-27-9

SECTION 8-27-9
WEST LINE OF THE SOUTH EAST QUARTER SECTION 8-27-9

SECTION 8-27-9
WEST LINE OF THE SOUTH EAST QUARTER SECTION 8-27-9

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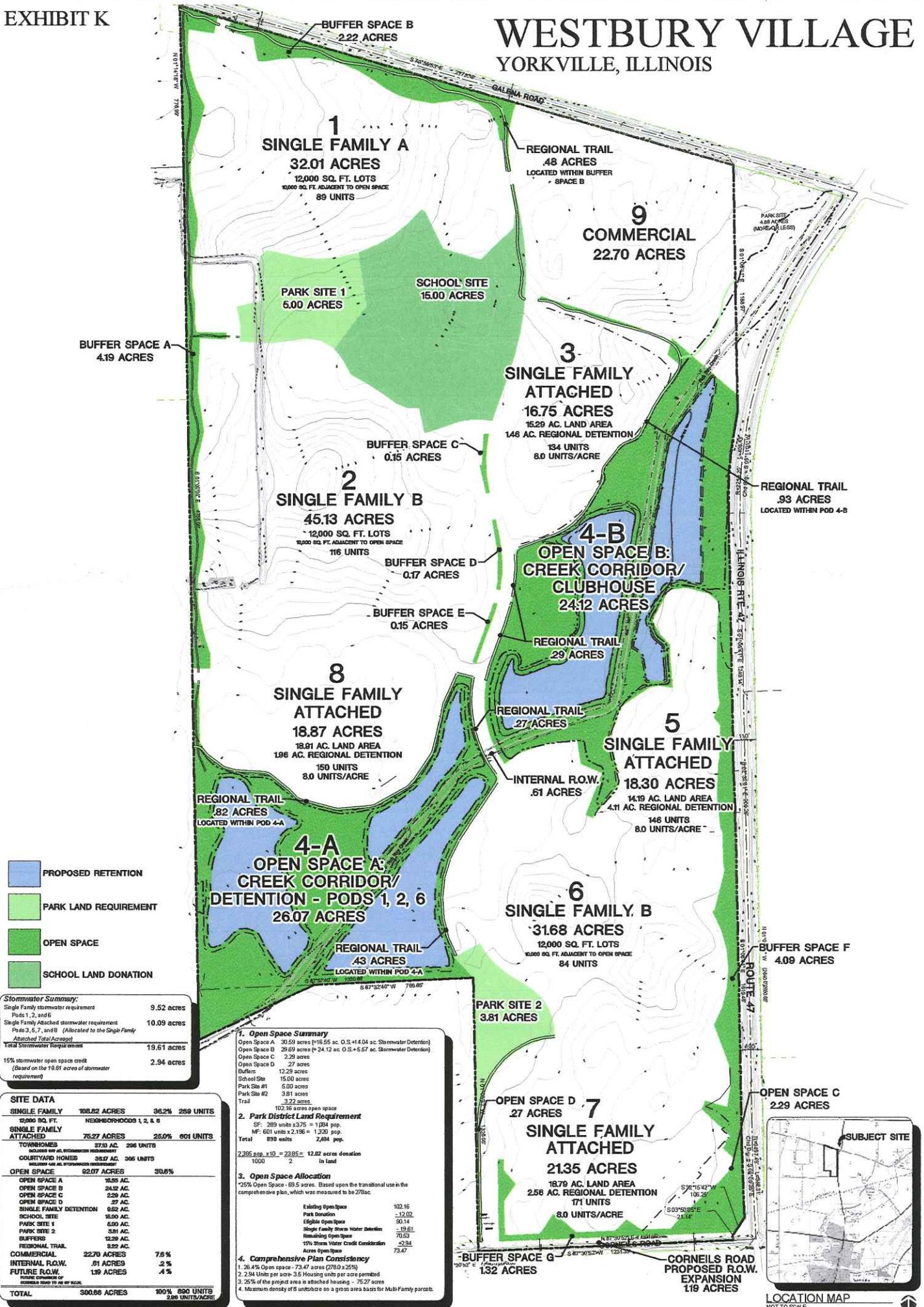
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WEST LINE OF THE SOUTH EAST QUARTER SECTION 8-27-9

SECTION 8-27-9
WEST LINE OF THE SOUTH EAST QUARTER SECTION 8-27-9

EXHIBIT K

WESTBURY VILLAGE

YORKVILLE, ILLINOIS



- PROPOSED RETENTION
- PARK LAND REQUIREMENT
- OPEN SPACE
- SCHOOL LAND DONATION

Stormwater Summary:

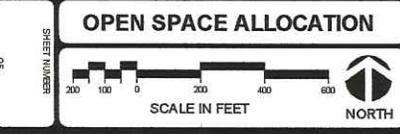
Single Family stormwater requirement	9.52 acres
Pods 1, 2, and 6	
Single Family Attached stormwater requirement	10.09 acres
Pods 3, 5, 7, and 8 (Allocated to the Single Family Attached Total Acreage)	
Total Stormwater Requirements	19.61 acres
15% stormwater open space credit (Based on the 10.01 acres of stormwater requirement)	2.94 acres

SITE DATA

SINGLE FAMILY	106.82 ACRES	36.2%	289 UNITS
22000 SQ. FT. NEIGHBORHOODS 1, 2, 4 & 6			
SINGLE FAMILY ATTACHED	75.27 ACRES	25.0%	601 UNITS
TOWNHOMES	87.30 AC.	206 UNITS	
COURTYARD HOMES	30.17 AC.	206 UNITS	
OPEN SPACE	92.07 ACRES	30.6%	
OPEN SPACE A	16.55 AC.		
OPEN SPACE B	24.12 AC.		
OPEN SPACE C	2.29 AC.		
OPEN SPACE D	27 AC.		
SINGLE FAMILY DETENTION	8.82 AC.		
SCHOOL SITE	15.00 AC.		
PARK SITE 1	6.00 AC.		
PARK SITE 2	3.81 AC.		
BUFFERS	12.29 AC.		
REGIONAL TRAIL	8.92 AC.		
COMMERCIAL	22.70 ACRES	7.8%	
INTERNAL R.O.W.	.61 ACRES	2%	
FUTURE R.O.W.	1.19 ACRES	4%	
TOTAL	300.86 ACRES	100%	890 UNITS
			2.98 UNITS/ACRE

- Open Space Summary**
 Open Space A: 30.59 acres (16.55 ac. O.S.+14.04 ac. Stormwater Detention)
 Open Space B: 29.69 acres (24.12 ac. O.S.+5.57 ac. Stormwater Detention)
 Open Space C: 2.29 acres
 Open Space D: 27 acres
 Buffers: 12.29 acres
 School Site: 15.00 acres
 Park Site #1: 6.00 acres
 Park Site #2: 3.81 acres
 Trail: 8.92 acres
 102.16 acres open space
- Park District Land Requirement**
 SF: 289 units x 3.75 = 1,084 pop.
 MF: 601 units x 2.196 = 1,320 pop.
 Total: 890 units = 2,404 pop.
 2,385 sq. ft. = 23.85 = 12.87 acres donation
 1000 / 2 = 500 sq. ft. in land
- Open Space Allocation**
 *25% Open Space - 69.5 acres. Based upon the transitional use in the comprehensive plan, which was measured to be 278ac.

Existing Open Space	102.16
Park Donation	-12.02
Eligible Open Space	90.14
Single Family Storm Water Detention	-19.61
Remaining Open Space	70.53
15% Storm Water Credit Consideration	-2.94
Acres Open Space	73.47
- Comprehensive Plan Consistency**
 1. 26.4% Open space - 73.47 acres (2780 x 25%)
 2. 2.54 Units per acre - 3.5 Housing units per acre permitted
 3. 25% of the project area is attached housing - 75.27 acres
 4. Maximum density of 8 units/acre on a gross area basis for Multi-Family parcels.



Lannert Group
 Landscape Architecture • Planning • Community Consulting
 215 Fulton Street
 Geneva, Illinois 60134
 (630) 208-8088
 Fax: (630) 208-8050
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 lg @ lannert.com

ocean atlantic
 OWNER/DEVELOPER
 1800 DIAGONAL ROAD, SUITE 425
 ALEXANDRIA, VA 22314
 (703) 299-6060
 (703) 299-6199 (fax)

DATE: 02.12.04
 REVISIONS:
 02.19.04
 03.10.04
 04.30.04

DRAWN BY:
 TEL:

JOB NO.: 0134

Exhibit L

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WESTBURY

MASTER HOMEOWNERS' ASSOCIATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTBURY MASTER ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions for Westbury Master Association (this "Declaration") is made this _____ day of _____, 2003, by Ocean Atlantic Development, L.L.C., a Delaware limited liability company ("Ocean Atlantic") (collectively, Ocean Atlantic is hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property commonly known as the Westbury subdivision and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as "Westbury" or the "Development Tract"), and

WHEREAS, Declarant is the owner and developer of Westbury; and

WHEREAS, Westbury will be developed in phases as single family detached homes, multifamily communities and an age targeted community; and

WHEREAS, Declarant desires to promote the orderly development of Westbury and to provide for the maintenance of open spaces and other common areas or facilities by subjecting Westbury to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Westbury, to create a master homeowners' association (the "Master Association") to which should be delegated and assigned the powers of administering and

enforcing the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration;

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A is and shall be held, sold, conveyed, transferred, mortgaged, and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges and liens hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of and administration of Westbury. These terms, provisions, covenants, restrictions, conditions, reservations, easements, charges and liens shall run with the property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit A, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Master Association" shall mean and refer to the Westbury subdivision master homeowners' association, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Westbury Master Association.

Section 3. "Covenants and Restrictions" shall mean and refer to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

Section 4. "Declarant" shall mean and refer to Ocean Atlantic, their successors and assigns (other than the purchaser of a Lot).

Section 5. "Development Tract" shall mean and refer to the property herein referred to and legally described in Exhibit A which by this Declaration has been subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described.

Section 6. "Dwelling Unit" shall mean and refer to a residential housing unit within the Development Tract designed for and occupied by a single family in a single-family detached dwelling unit, multi-family building, townhouse or other attached dwelling unit.

Section 7. "Final Plat" shall mean and refer to the Final Subdivision Plat for Westbury subdivision, recorded by the Recorder of Kendall County on _____, _____ as Document No. _____, which is attached hereto as Exhibit B.

Section 8. "Landscape Easements" shall mean and refer to those easements for landscaping purposes which are so designated on the Final Plat or which are subsequently accepted by the Master Association.

Section 9. "Lot" shall mean and refer to a parcel of land under common fee ownership, occupied or intended for occupancy by one dwelling and having frontage on a street.

Section 10. "Member" shall mean and refer to a person(s) or entity which holds membership in the Master Association due to ownership of a Lot or a Parcel within the Development Tract.

Section 11. "Occupant" shall mean and refer to a person or persons, other than an Owner, in lawful possession of one or more Dwelling Units.

Section 12. "Outlots" shall mean and refer to those lots identified as Outlots A, B, C, D, E, F and G, as shown on the Final Plat.

Section 13. "Owner" shall mean and refer to the person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot or

Dwelling Unit within the Development Tract, and their successors and assigns. For the purpose of this Declaration, unless otherwise specifically provided herein, the word "Owner" shall include (i) any trust and beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a Lot or Dwelling Unit and (ii) Declarant as to all unsold Lots or Dwelling Units which are or will be constructed on the Development Tract.

Section 14. "Parcel" shall mean each of the Pods designated Nos. 1-9 on the Final Plat

Section 15. "Person" shall mean and refer to a natural individual, corporation, partnership, or other entity capable of holding title to, or any lesser interest in, real property.

Section 16. "Pod" shall mean a portion of the Development Tract consisting of a number of Lots indicated as such on the Final Plat and intended for sale to and development by a single ownership entity, which entity will transfer Lots or Dwelling Units to third party purchasers.

Section 17. "Record" or "place of record" shall mean to record a document in the Office of the Recorder of Deeds of Kendall County, Illinois.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION-

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.

Section 2. Burden Upon the Property. Declarant declares that this Declaration and the Covenants and Restrictions established herein shall be covenants to run with the land. Said Covenants and Restrictions shall inure to the benefit of and shall be binding upon each and every Owner and his or her respective mortgagees, heirs, administrators, executors, legal

representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

Section 3. Non-Severability of Rights. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

Section 4. Excluded Property. Any real property designated as school sites or park sites and/or which will be donated and/or sold to the appropriate governmental authority (collectively, the "School and Park Sites") shall be specifically excluded from the Covenants and Restrictions established by this Declaration and shall not be subjected to this Declaration at the time of the recording of this Declaration. There are currently no properties excluded as such. This exemption shall also apply to any other properties within Westbury that are subsequently acquired as school sites or park sites by a governmental authority. This exemption shall not apply to any Lots created within the Development Tract which are owned by a governmental authority and are used for residential purposes.

The School and Park Sites shall remain excluded from the provisions of the Declaration provided that they are not used for residential purposes. If any property is used or converted for use for residential purposes, it shall immediately become subject to the provisions of the Declaration and the Covenants and Restrictions established by the Declaration without any further action by the owners of said properties, the Master Association and/or Declarant.

Section 5. Annexation of Additional Properties.

a. Annexation by Covenator. Declarant may, without the consent or approval of the Master Association or any Members, annex to the Development Tract all or part of the real estate legally described on Exhibit C attached hereto or any real estate contiguous thereto (collectively, the "Additional Land") from time to time, by a written instrument signed by Declarant and recorded with the Kendall County Recorder. Should Declarant develop land within Additional Land within ten (10) years after the date of this Declaration, such Additional Land may be annexed to the Development Tract without the assent of the Members. Such Additional Land, or portions thereof, may be annexed in separate phases and shall be considered annexed to the Development Tract and subjected to the provisions of this Declaration if within such ten (10) year period Declarant executes and records an Amendment or Supplementary Declaration with the Office of the Recorder of Kendall County, Illinois, describing the portion to be annexed to said Development Tract and legally and specifically making said Additional Land, or portion thereof, subject to this Declaration. Any such Amendment or Supplementary Declaration may designate Lots and Common Area.

i. Prior to the time Declarant annexes any such Additional Land to the Development Tract, it shall first (a) pay or cause to be paid all general real taxes that are due and payable at the time of annexation, and (b) complete, cause to be completed, or make

arrangements for or cause arrangements to be made for the completion of (by posting bonds, letters of credit, or other security with the Village) all public and quasi-public improvements required by the Village to service the Lot(s) or Parcel(s) to be contained in the phases(s) then being annexed. In improving or causing the improvement of any additional phases(s), Declarant shall keep the Development Tract subjected to this Declaration free of any liens or claims for liens for labor or materials provided in such improvements, pursuant to the Illinois mechanics' lien laws.

- b. Annexation by the Members. Annexation of any real estate to the Development tract other than property within the Additional Land shall require the recording with the Kendall County Recorder of an instrument signed by the Master Association with the assent of not less than sixty-seven percent (67%) of the votes of the Members present in person or by written proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.
- c. Annexation Limited to Lots and Common Area. No real estate may be annexed to the Development Tract other than real estate that will fall within the definition of "Lot" or "Parcel", as set forth in Article I hereof.

ARTICLE III.

GENERAL PURPOSE

The purpose of this Declaration is to provide high standards of maintenance in the Development Tract so as to ensure a residential community of the highest quality and character for the benefit and convenience of all Owners of Lots in and all residents of the Westbury subdivision.

ARTICLE IV.

MASTER ASSOCIATION

Section 1. Creation. Declarant shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation named the Westbury subdivision Master Association.

Section 2. Membership. Every person or entity who is a record Owner of a Lot or Parcel in Westbury, or who is the beneficiary of a land trust holding title to a Lot or Parcel in Westbury, shall be a Member of the Master Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to such effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Lot or Parcel in the Development Tract. Membership shall automatically terminate upon the sale, transfer, or other disposition by a Member of its ownership of a Lot or Parcel in Westbury at which time the new Owner shall automatically become a Member of the Master Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Lot or Parcel to which it is appurtenant.

If more than one person or entity is the record Owner of or a beneficiary of a land trust holding title to a Lot or Parcel in Westbury, all such persons or entities shall be considered collectively as one Member.

Each Member of the Master Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Master Association, and the rules and regulations promulgated from time to time by the Master Association or its Board of Directors.

Any person or entity who holds an interest in a Lot or Parcel in Westbury merely as a security for the performance of an obligation or any person in possession of a Lot or Parcel under a contract to purchase such Lot shall not be a Member of the Master Association.

No Member shall have any right or power to disclaim, terminate, or withdraw from its membership in the Master Association or from any of its obligations as such Member by abandonment of its residence or for any other reason.

Ownership of a Lot or Parcel in the Development Tract shall be the sole qualification for membership and there shall be one membership for each Lot.

Section 3. Voting Rights. The Master Association shall have two classes of voting Member:

- a. Class A: Class A Members shall be all record Owners of Lots in Westbury and all beneficiaries of land trusts holding title to Lots in Westbury with the exception of Declarant and any related owners of a Parcel in the Development Tract.

- b. Class B: Class B Member shall be Declarant and any subsequent record Owner of a Parcel in the Development Tract.

The Class A Members shall be entitled to one vote for each Lot owned. If more than one person or entity is the record Owner or beneficiary of the title-holding land trust of a Lot in Westbury, then the vote for that Lot shall be exercised as those persons or entities amongst themselves determine. No more than one vote shall be cast with respect to any such Lot.

The Class B Members shall be entitled to ten votes for each Lot owned in the Development Tract.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (i) upon conveyance of the title of a Lot in Westbury or (ii) whenever the Class B Member elects to do so.

The Master Association shall have the right to suspend the voting rights of any Member for any period during which an assessment levied by the Master Association against the Member's Lot or Parcel remains unpaid.

Section 4. Powers, Duties and Responsibility. The Master Association is created to carry out the purpose of this Declaration. In order to carry out that purpose, the Master Association shall be the governing body for all of the Owners and beneficiaries of title-holding land trusts of Lots or Parcels in Westbury. It shall exercise the following powers and shall assume the following duties and responsibilities:

- a. to provide for the highest standards of maintenance of the Development Tract and to make and promote the desired quality and character of the Westbury subdivision;

- b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the purposes of the Master Association;
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator or for any of the purposes of the Master Association;
- d. to maintain, repair, and replace the following in Westbury:
 - i. all entrance monuments and gates and accompanying landscaping, vegetation and grass; said entrance monuments may, but are not required to be located on the Outlots;
 - ii. all vegetation planted by Declarant or Master Association, within Landscape Easements and on the Outlots;
 - iii. all vegetation, including grass, within the public rights-of-way adjacent to Landscape Easements and the Outlots;
 - iv. all fences located within Landscape Easements and the Outlots which were installed by Declarant or the Master Association;
 - v. Common Area and its elements, including but not limited to grass, trees, shrubs, plantings, and other landscaping located within Common Area, and lighting, gazebos and other structures and improvements located within or upon Common Area;

- vi. stormwater retention areas located on Common Area within the Development Tract, together with any improvements thereto;
 - vii. streets located within the Development Tract as designated on the Plat, including maintenance and repair of the street printed asphalt areas, including public rights-of-way ;
 - viii. pathways designed to accommodate bicycle and pedestrian traffic and installed by the Declarant, whether located on Common Area or within public rights-of-way within or abutting the Development Tract, but expressly excluding any such pathways located on Village property; and
 - ix. any property owned or leased by the Master Association.
- e. to provide for a general fund to enable the Master Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment;
 - f. to enforce any lien for non-payment of any assessment;
 - g. to take any action necessary to effectuate the purposes of this Declaration.

Section 5. Board of Directors. The affairs in the Master Association shall be managed by a Board of Directors.

- a. The initial control and management of the Master Association shall be entrusted to an initial Board which shall consist of three directors (the "Initial Board"). Said Initial Board shall be selected by Declarant and the Members and need not be Owners of Lots in Westbury. The Initial Board shall hold office until a membership meeting to be held on the first Tuesday in October of the year following the completion and occupancy of Dwelling Units on eighty-five percent of the total number of Lots in the Development Tract. Said meeting ("the Annual Membership Meeting") may be held at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board delivered to the membership not less than twenty days prior to the date fixed for said rescheduled meeting. Prior to the completion and occupancy of the Dwelling Units on eighty-five percent of the total number of Lots in the Development Tract, the Initial Board reserves the right to transfer control and management of the Master Association to a second Board at any time it so decides irrespective of the criteria set forth in this paragraph.

- b. When the Initial Board shall cease to hold office as specified herein, there shall be a meeting of the Members of the Master Association for the purpose of electing a second Board. Said Board shall consist of five directors who shall hold office for two-year terms. The five directors shall hold office as follows: the three directors receiving the highest number of

votes shall hold office for two years and the remaining two directors shall hold office for one year only.

- c. The By-Laws of the Master Association shall set forth the general powers of the Board, the number, tenure and qualifications of directors, their term of office, manner of election and removal, and method of operation of the Board.
- d. There shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the Annual Membership Meeting to be held on the first Tuesday of October of each year or at such other reasonable time or date not more than thirty days before or after said dates as may be designated by written notice of the Board delivered to the membership no less than twenty days prior to the date fixed for said rescheduled meeting. Cumulative voting shall not apply in the election of the directors. Each Lot shall have the number of votes as specified in Article IV, Section 3 above.
- e. The Board shall have the power to fill any vacancy that may occur in their own number or in any office of the Master Association. The directors or officers so appointed shall serve for the unexpired term of the director replaced.

- f. If any director fails to attend at least fifty percent of the meetings of the Board in any fiscal year, the Board may in its sole discretion declare the office vacant.
- g. The regular meeting of the Board shall be held immediately after and at the same place as each Annual Membership Meeting. The Board shall establish a regular schedule and same shall be made available to the membership as the Board deems appropriate. Special meetings may be called on the order of the president or on the motion in writing of a majority of the directors. At least two days notice of such special meeting, specifying its purpose, shall be given by mail or personal service to each director.
- h. A majority of the Board shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board. If a quorum is not present, a lesser number may reschedule the meeting to another date.
- i. The officers of the Master Association shall be president, vice president, secretary, and treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board subsequent to the annual election of directors and shall hold their respective office for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board and may be removed by the majority of the directors at any regular meeting or any special meeting called for

that purpose. The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Master Association.

- j. The Members of the Board (including the Initial Board and the subsequent Member-elected Boards) and the officers of the Master Association shall not be liable to the Master Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Master Association shall indemnify and hold harmless the Members of the Board and the officers thereof against all contractual liability to others rising out of contracts made by them, unless such contracts shall have been made in bad faith or with knowledge that same were contrary to the provisions of this Declaration. The liability of any Owner shall be limited to an amount determined by dividing the total liability by the total number of Owners subject to the terms of this Declaration multiplied by the total number of Lots owned by the Owner. All contracts and agreements entered into by the Board or officers shall be deemed executed by said parties as the case may be as agent for the Owners or the Master Association.
- k. In the event of any disagreement between the Board and any Member of the Master Association (i) relating to the maintenance, repair, or replacement of improvements within the landscape easements, stormwater management easements or entrance monuments or (ii) any questions or

interpretation or application of the provisions of this Declaration or the By-Laws of the Master Association, the determination thereof by the Board shall be final and binding on each and all such Members of the Master Association.

Section 6. Meetings. The initial meeting of the voting Members of the Master Association shall be held as specified in Article IV, Section 5 herein. Declarant or the Initial Board shall notify the Members of said initial meeting at least ten days prior to the date of the meeting. Thereafter, there shall be an Annual Membership Meeting of the voting Members on the first Tuesday in October or at such other reasonable time or date no more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than twenty days prior to the date fixed for said meeting. The purpose of the initial Annual Membership Meeting and all subsequent Annual Membership Meetings shall be to elect directors and to conduct Association business. Special meetings of the voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting Members, or for any other reasonable purpose. Said meetings may be called by the President, the Board, or the voting Members having, in the aggregate, not less than ten percent of the total votes of the Master Association. Special meetings shall be held as provided in the Master Association By-Laws.

The presence in person or by written proxy at any meeting of the voting Members having twenty percent of the total votes of the Master Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Master Association, any

action may be taken at any meeting of the voting Members at which a quorum is present upon the affirmative vote of the voting Members having a majority of the total votes present at such meeting.

Section 7. Loans and Encumbrances. The Master Association through the Board may not obtain a loan, whether secured or unsecured, or encumber the assets of the Association without approval by the majority of the total votes of the Master Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of not less than twenty percent of the total membership shall constitute a quorum. However, said loan or encumbrance must be approved by not less than fifty percent of the total membership of the Master Association. This provision shall not restrict the power of the Board or the Master Association to contract for goods or services in the ordinary course of the Association's operations.

This provision may not be amended except by approval of not less than fifty percent of the total membership of the Master Association present either in person or by written proxy at a meeting called for this purpose, all in accordance with Article XI of this Declaration.

Section 8. Rules and Regulations. The Board shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Development Tract, subject to the terms of this Declaration.

ARTICLE V.

MAINTENANCE ASSESSMENTS FOR WESTBURY

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot or Parcel in the Westbury subdivision, by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other

document or conveyance, shall be deemed to covenant and agree to pay to the Master Association regular assessments of charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the Lot or Parcel against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot or Parcel at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used for the purpose of promoting the health, safety, and welfare of the residents in the Development Tract and for any purpose of the Master Association as specified in this Declaration or the Articles of Incorporation. All funds collected (except for such special assessment as may be levied against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use, and account of each of the Members in the ratio that the number of Lots owned by such Member bears to the total number of Lots in the Development Tract (or in the ratio that the acreage of the Parcel and owned by Member bears to the total Acreage of the Development) as the same is constituted from time to time.

Section 3. Regular Assessments. The Master Association, through the Board, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Master Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4. Procedure. The Board shall determine the amount of the assessment against each Lot, including any vacant Lot, but excluding the Outlots as shown on the Final Plat, for each assessment year. The assessment shall be allocated equally against all Lots in the Westbury subdivision (i.e., Lots in Pods 1-9 inclusive but excluding the Outlots as shown on the Final Plat). The Assessment shall be allocated to a Parcel in accordance with the ratio of the Parcel's acreage to the entire undeveloped area. The Board shall notify in writing each Member of the Master Association of the amount of the assessment against the Members' Lot or Parcel no later than February 1 of each calendar year. On or before April 1 of the ensuing calendar year, or otherwise as provided by the Board of Directors, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Master Association the annual assessment.

On or before April 1 of each calendar year, the Board shall supply all Members with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus allocations to reserves. Any amount accumulated in excess of the amount of required expenses and allocations to reserves shall be either: (i) deposited in the reserve fund or (ii) refunded to each Owner according to each Owner's share of the total assessment or (iii) remain in the operating account or (iv) distributed in a combination of (i), (ii) and/or (iii); the Board in its sole discretion shall make said election. If there is a net shortage in excess of five percent of the actual expenses plus budgeted allocations to reserves for the prior year, then said net shortage shall be billed to each Owner according to each Owner's share of the total assessments and same shall be payable within thirty days of billing. If there is a net shortage of less than five percent of the actual expenses plus budgeted allocations to reserves for the prior year, then said net shortage shall be

included in the budget for the next fiscal year. The Board shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

The Master Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer or managing agent of the Master Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Change in Basis of Regular Assessments. The Board of the Master Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Section 6. Special Assessment for Maintenance Expenses. In addition to the regular assessments authorized by Section 3 hereof, the Master Association, through the Board, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any taxes or unexpected repair or replacement of any of the items set forth in Article IV, Section 4 above, provided that any such assessments shall be approved by a majority of the Board, at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Any special assessment shall be allocated equally to the extent possible against all Lots in the Westbury subdivision and against all Parcels in accordance with the ratio of the Parcel's acreage to the acreage of the entire undeveloped area (i.e., Lots in Pods 1-9 inclusive but excluding the Outlots as shown on the Final Plat).

Section 7. Special Assessment for Capital Improvements. In addition to the regular assessments authorized by Section 3 hereof, the Master Association, through the Board, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of any fencing within Landscape Easements installed by either Declarant or the Association, any entrance monuments, or other facilities for the Westbury subdivision, provided that any such assessment shall be approved by a majority of the total votes of the Master Association present in person or by written proxy at a membership meeting called for this purpose.

The presence in person or by written proxy at said meeting of twenty percent of the total membership shall constitute a quorum. However, said assessment must be approved by a majority vote of Members in attendance either in person or by written proxy but by not less than twenty percent of the total membership of the Master Association.

This provision may not be amended unless fifty percent of the total membership of the Master Association, present either in person or by written proxy, approves such amendment at a meeting called for this purpose, all in accordance with Article XI of this Declaration.

The special assessment shall be allocated equally to the extent possible against all Lots in Westbury and shall be allocated against all Parcels in accordance with the ratio of the Parcel's acreage to the acreage of the entire undeveloped area.

Section 8. Reserve and Contingency Fund. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Upon the conveyance of title to a Lot to the first purchaser of a house on said Lot, the grantee thereof shall pay to the Master Association the sum of \$100.00 which shall be deposited in the reserve and contingency fund; said payment is not in lieu of any annual assessment and is not refundable to the purchaser upon sale of said

Lot. The Board shall have the right to annually budget an amount to be allocated to the reserve and contingency fund; said amount to be determined at the sole discretion of the Board. The Board may also transfer excess annual operating funds to the reserve and contingency fund.

Section 9. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and reasonable costs of collection including reasonable attorneys' fees, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon the property in the hands of the then Owner, his grantees, heirs, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless (i) expressly assumed by them or (ii) said successors in title fail to require the then Owner to provide an assessment letter from the Association at the time of conveyance. If title to a Lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record Owners provided that it shall be subordinate to an assignment of rent held by a mortgagee delivered in connection with a first mortgage loan on the Lot.

If the assessment is not paid when due, a late fee shall be charged to defray the costs and expenses of processing and attempting to collect said assessment. The late fee shall be

calculated at ten percent of the total cost of the assessment and shall be charged for each thirty day period, or any fraction thereof, that said assessment remains unpaid. The assessment and the delinquency fee shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois and the Master Association may bring an action at law against the Owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment all reasonable costs of preparing and filing the complaint and maintaining and concluding such action, including the reasonable cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all reasonable costs of the action. The venue for all legal action shall be in Kendall County, Illinois. The persons in possession shall be authorized to accept the summons for the Owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Master Association, the trustee shall furnish the Master Association with a certified copy of the trust agreement so that the Master Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessment.

Section 10. Continuing Obligation. The failure or delay of the Board to prepare or serve notice of the annual or adjusted assessment on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the assessments herein described, including the maintenance costs and necessary allocations to reserves for the Master Association as herein provided, whenever the same shall be determined, and in the absence of notice of the annual or adjusted assessment, each Owner shall continue to pay the assessment at the then

existing rate established for the previous period until such annual or adjusted assessment shall have been mailed or delivered.

Section 11. Accounting. The Board shall keep full and correct books of account of receipts and expenditures specifying and itemizing the maintenance and repair expenses of the Development Tract and any other expenses incurred. Such records and the vouchers authorizing the payment therefor shall be available for inspection by any Owner or any representative of any Owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or any other charges due and owing from such Owner.

Section 12. Non-Escape from Obligation. No Owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

Section 13. Subordination of the Lien to the Mortgage. The lien for the assessments provided for herein shall be subordinated by the Master Association by written document executed by its duly authorized officers and shall without any writing be subordinated to the lien of any mortgage placed upon the Lot for the purpose of purchasing the Lot provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The Owner agrees upon accepting title that the

lien of the assessments shall be prior to the homestead right of the Owners since it runs with the land and is in existence before commencement of ownership interests.

ARTICLE VI.

MAINTENANCE AND REPAIR

Section 1. Responsibility of Owners. Each Owner of a Lot in the Development Tract shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on his own Lot and adjoining parkways, except for those portions of Lots which are to be maintained by the Master Association in accordance with Section 2 below, and shall keep same in good condition. Said maintenance shall include snow removal on sidewalks, lawn maintenance and weed control.

Within sixty days of issuance of a certificate of occupancy for a Dwelling Unit by the Village, the Owner shall (i) sod the front yard and seed the rear and side yard and landscape the Lot with shrubbery or (ii) have entered into a contract with a professional licensed landscaping contractor to sod the front yard and seed the rear and side yard and to landscape the Lot with shrubbery. If the certificate of occupancy is issued between November 1 and May 1, then the time for sodding and landscaping the Lot shall be extended to June 1.

If a Lot is vacant or a Dwelling Unit is under construction, it shall be the responsibility of the Owner of each Lot to have the Lot graded level and mowed so that the weeds and grass do not exceed a height of six inches. The Lot shall be kept clean and free of all debris and garbage.

Section 2. Responsibility of Master Association. The Master Association shall be responsible for the maintenance, repair, and replacement of the property as specified in Article IV, Section 4 of this Declaration.

Section 3. Liability for Damage to Property. Each property Owner in Westbury shall be liable for the expense of any maintenance, repair, or replacement of any of the property the Master Association is responsible to maintain in the Development Tract rendered necessary by his act, neglect, or carelessness or by that of any Member of his family or his guests, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

Section 4. Maintenance of Landscape Easements and Outlots. The Owners of Lots on which exist Landscape Easements and the Owners of Lots adjacent to the Outlots shall permit the Master Association, through its designated Members, employees, or agents, to come upon their Lots for the purpose of access to Landscape Easements and the Outlots. Further, said Owners may not prune, remove, or otherwise alter the vegetation, grass or grading within said Landscape Easements and/or the Outlots without written approval of the Master Association. No fence shall be erected, installed or maintained nor shall any landscaping materials be planted, installed or maintained in any Landscape Easement or Outlots without the written approval of the Master Association. No signs of any type whatsoever, including "For Sale" signs, shall be permitted in said easements or the Outlots. No residential driveways shall be located within the Landscape Easements or the Outlots.

The Master Association shall pay for the cost of replacing or repairing any sidewalks in rights-of-way adjacent to Landscape Easements and the Outlots if the Owners of the property adjacent thereto are assessed for the replacement or repair by the Village of Oswego.

Section 5. Sidewalks. If prior to the construction of a Dwelling Unit on a Lot, the Village requires the installation of a public sidewalk within the right-of-way adjacent to said Lot, then the Lot Owner shall install same at the Owner's sole cost.

ARTICLE VII.

APPEARANCE CONTROL COMMITTEE, ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

Section 1. Creation of Appearance Control Committee. There is hereby created an Appearance Control Committee (the "Committee"), which shall consist of three (3) members designated and replaced from time to time by Declarant or by the Board of Directors as provided in this Section. Declarant is hereby authorized to designate and replace members of the Committee until such time as the last Lot of the Development Tract is developed with a home and is sold to a third party purchaser, and said power and duty of Declarant to designate and replace members of the Committee shall cease at the time the last Lot of the Development Tract is developed with a home and is sold to a third party purchaser. Thereafter, such powers and duties shall be vested in the Board of Directors of the Master Association or in a committee duly appointed by such Board of Directors. No member of the Committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant.

Section 2. Review and Approval of Plans. Except as otherwise provided herein, no (i) structure, improvement or addition (including, but not limited to decks, patios, in-ground pools, and storm doors) or (ii) landscaping or plant materials (including but not limited to vegetable gardens), shall be erected, placed or altered on any Lot or Parcel within the Development Tract described herein (except as are installed or approved by Declarant in connection with the initial construction of the dwelling unit and other improvements on the Lot or Parcel) until the building plans, specifications and plot plan showing the location and proposed erection, placement or alteration of any such structure, improvement or addition or a

plan or description of any landscaping or plant materials has been approved in writing by the Committee as to conformity of external design and harmony with existing structures or landscaping on the Development Tract and as to location with respect to topography and finished ground elevation. The Committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plans and specifications and plot plan or landscaping plan or description have been submitted to the Committee; or, in the event the Committee does not disapprove of the building plans, specifications and plot plan as submitted, within said 30 day period, and (i) no suit to enjoin the erection, placement or alteration of such structure, or other improvement or addition or such permanent landscaping or plant materials, or to require the removal thereof has been commenced prior to the completion thereof, or (ii) no removal thereof has been undertaken by the authorized agents of the Master Association, as provided for herein, such approval will not be required, and this covenant shall be deemed to have been fully complied with.

Section 3. Enforcement. In the event any such structure, improvement, or addition or permanent landscaping or plant materials are erected, placed or altered on any such Lot or Parcel in violation of the provisions of this Article VII, the authorized agents of the Master Association, upon an affirmative vote taken by the Board of Directors, may enter onto such Lot or Parcel with no further notice than that provided by the recording of this Declaration and may (but shall not be required to) remove the same and the costs of removal shall be paid by the Owner, and if unpaid, shall constitute a lien against the Lot as provided in Section ____ and shall give rise to the remedies available to the Master Association provided in Sections _____. In such event, neither the Master Association, its Board, or the authorized agents of the Master Association shall be guilty of trespass or held liable for damages. In the event suit is filed or in the event the

Master Association takes other actions to enforce this Declaration with respect to such structure, improvement, addition or landscaping, including removal thereof by the authorized agents of the Master Association, the Owner shall be responsible for attorneys' fees and costs incurred by the Master Association, as provided in Section ____ hereof.

Section 4. Architectural and Construction Standards for Dwelling Units.

a. Siding Materials:

All Dwelling Units in Westbury shall be constructed of materials and shall be of such character approved by the Architectural Standards Committee to be established by the Master Association.

b. **[Insert Additional Architectural Standards]**

Section 5. Accessory Buildings. No accessory buildings or structures shall be constructed, installed or maintained on any Lot in Westbury, except that gazebos and pool houses shall be permitted anywhere on the Lot in accordance with the ordinances of the appropriate governmental authority. The architectural plans and location for any gazebo or pool house must be approved by the Board prior to the commencement of construction thereof.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No pet kennels or pet runs of any type shall be kept or maintained on any of the Lot and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the Lot except inside the Dwelling Units or garages.

Household pets shall not be allowed unattended outside the Dwelling Unit if said pet is a nuisance to surrounding Owners or the neighborhood. If a pet is taken off of the Owner's property, the pet must be on a leash. Animals shall not be allowed to run loose. Owners of household pets shall clean up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. Owners in Westbury shall be likewise responsible for and subject to these provisions for the household pets of their guests.

Section 7. Antennae and Satellite Dishes. Exterior television antennae, radio antennae, and satellite dishes of any type whatsoever may be erected, installed, or maintained, temporarily or permanently, on any Lot in Westbury subject to location restrictions established by the Association and the ordinances and regulations of the appropriate governmental authorities.

Section 8. Condition of Property. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the Lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages on each of the Lots, except on such days as such trash, garbage, or other waste material is to be collected and removed.

Section 9. Fences. No fence shall be erected, installed, or maintained which exceeds a height of five feet. This provision shall not apply to fences which enclose swimming pools if the appropriate governmental authority requires a fence of greater height. Any fence shall comply with the ordinances of the appropriate governmental authority, except as limited by this Section, and all required permits shall be obtained prior to installation of any fence. No cyclone or

stockade fences shall be permitted within the Development Tract. No fence shall be erected, installed, or maintained within a front yard or corner side yard setback from a private or publicly dedicated road right-of-way.

The provisions of this Section 9 shall not apply to any fence constructed by Declarant. There will not be any restrictions regarding said fences.

Section 10. Home Occupations. All Lots in Westbury shall be used primarily for residential purposes. An Owner may conduct his or her occupation in the residence provided that the following conditions are met:

- i. no signs shall be permitted; and
- ii. all ordinances and regulations of the appropriate governmental authority shall be complied with.

Section 11. Recreational Vehicles. Camping trailers, boats, tractors, trucks, motorcycles, mobile homes, snowmobiles, personal water craft, trailers or other vehicles of any type whatsoever shall be not stored, permanently or temporarily, on any Lot in Westbury, except in an enclosed garage. Notwithstanding the foregoing, camping trailers, boats and mobile homes may be parked for loading/unloading purposes; said vehicles may be parked for a maximum of seventy-two (72) hours within a seven (7) day period.

Section 12. Signs. No commercial signs of any kind shall be erected or displayed in Westbury, except "For Sale" signs shall be permitted in accordance with the ordinances of the appropriate governmental authority. This section shall not apply to Declarant or to signs approved by Declarant.

Section 13. Swimming Pools. Swimming pools may not be erected, installed, or maintained on any Lot in Westbury without the express approval of the Committee.

Section 14. Trucks. All trucks with commercial lettering and all trucks with Class C or higher license plates shall not be parked, stored, or left unattended, permanently or temporarily, on any Lots in Westbury, except in an enclosed garage or other enclosed structure. Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing its service to the Owner of the Lot.

Section 15. Quiet Enjoyment. No unlawful, noxious, immoral, or offensive activity shall be conducted on any Lot or in any structure nor shall anything be done therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents within Westbury.

No Owner or Occupant shall operate or permit the operation of any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.

Section 16. Application of Government Regulations. All structures to be erected shall comply with all government regulations, including zoning and building codes, unless said non-compliance is approved by the appropriate governmental authority.

Section 17. Age Restrictions for Pod 7. The following restrictions shall apply only to that portion of the Development Tract indicated as Pod No. 7: The Villas Active Adult Community.

- a. General. The Lots within the Property are intended for the housing of persons 55 years of age or older under the Fair Housing Amendments Act of 1988 and the Illinois Fair Housing Act (collectively, the "Fair Housing

Act"). Except as provided in Article IV herein, at least one (1) occupant of each Dwelling Unit or occupied residence on a Lot must be 55 years of age or older, and no person under eighteen (18) years of age shall occupy or reside in Dwelling Unit or a residence on a Lot. The provisions of this Article are intended to be consistent with, and are set forth in order to comply with, the Fair Housing Act regarding discrimination based on familial status. Declarant, until the Turnover Date, as hereinafter defined, or thereafter the Master Association, acting through its Board of Directors, shall have the power to amend this Article, without the consent of the Members, for the purpose of making this Article consistent with the Fair Housing Act, as it may be amended, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Section.

b. Restrictions on Occupancy.

- i. Each occupied Lot or Dwelling Unit shall at all times have as a permanent occupant at least one person who is 55 years of age or older (the "Qualifying Occupant"), except that in the event of the death of a person who was the sole Qualifying Occupant of a Lot or Dwelling Unit, the spouse of such Qualifying Occupant may continue to occupy the Lot or Dwelling Unit provided that the provisions of the Fair Housing Act, the regulations adopted thereunder, and the terms and conditions of this Declaration are not

violated by such occupancy. For purposes of this Section 17(b), an occupant shall not be considered a "permanent occupant" unless such occupant considers the Lot or Dwelling Unit to be his or her legal residence and actually resides in the Dwelling Unit or on the Lot for at least six months during every calendar year or such shorter period as the dwelling is actually occupied by any person.

- ii. No Lot or Dwelling Unit shall be occupied by any person under the age of 18. For purposes of this Section 17(b) a Lot or Dwelling Unit shall be deemed to be "occupied" by any person who stays overnight in the dwelling on the Lot more than twenty-one (21) days in any sixty (60) day period or more than thirty (30) days in any twelve (12) month period.
- iii. Nothing in this Section 17 is intended to restrict the ownership of or transfer of title to any Lot or Dwelling Unit; however, no Owner may occupy the Lot or Dwelling Unit unless the requirements of this Section 17 are met, nor shall any Owner permit occupancy of the Lot or Dwelling Unit in violation of this Section 17. Owners shall be responsible for (i) including a statement that the Lots or Dwelling Units within the Development Tract are intended for the housing of persons 55 years of age or older, as set forth in Section 17(b) above, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot or

Dwelling Unit, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and (ii) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Lot or Dwelling Unit. Any lease of a Lot or Dwelling Unit shall provide that failure to comply with the requirements and restrictions of this Section 17 shall constitute a default under such lease.

- iv. Any Owner, in writing, may request that the Board of Directors make an exception to the requirements of this Section 17 with respect to his or her Lot or Dwelling Unit. The Board of Directors may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act would still be met.

- c. Change in Occupancy; Notification. In the event of any change in occupancy of any Lot as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Lot shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names and ages of all current occupants of the Lot and such other information as the Board of Directors may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board of Directors and provide all required information within ten (10)

days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section 17, in addition to all other remedies available to the Association under this Declaration and Illinois law.

d. Monitoring, Compliance, Appointment of Attorney-in-Fact.

- i. The Master Association shall maintain age records on all occupants of Lots or Dwelling Units. The Board of Directors shall adopt and publish policies, procedures, and rules to monitor and maintain compliance with this Section 17, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 17(b)(iv), and enforcement. The Association shall periodically distribute such policies, procedures, and rules to Owners and make copies available to Owners, their tenants, and Mortgagees upon reasonable request.
- ii. The Master Association shall have the power and authority to enforce this Section 17 in any legal manner available, as the Board of Directors deems appropriate, including, without limitation, conducting a census of the occupants of the Lots or Dwelling Units, requiring copies of birth certificates, or other proof of age

for each occupant of the Lot or Dwelling Unit to be provided to the Board of Directors on a periodic basis, and taking action to evict the occupants of any Lot or Dwelling Unit which is not in compliance with the requirements and restrictions of this Section 17. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION 17. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot or Dwelling Unit that, in the judgment of the Board of Directors, are reasonably necessary to monitor compliance with this Section 17.

- iii. Each Owner shall be responsible for ensuring compliance of its Lot or Dwelling Unit with the requirements and restrictions of this Article and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lot or Dwelling Unit. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT OR DWELLING UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE MASTER ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND

CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S LOT OR DWELLING UNIT TO SO COMPLY.

ARTICLE VIII.

DECLARANT'S RESERVED RIGHTS

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, conditions, reservations, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by Declarant.

Section 2. General Rights. Declarant shall have the right to execute all documents or undertake any actions affecting the Development Tract which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

Declarant shall have the right to maintain its sales facilities on the Development Tract without payment of any rent or other fee or charge therefor during the construction and sales period for Westbury. Declarant shall also have the right to erect and maintain any and all signs in connection with the development of the Development Tract and the advertising of Lots for sale within Westbury which Declarant determines in its sole opinion are either desirable or necessary for the development of Westbury.

Declarant shall have the right to amend this Declaration in whole or in part without complying with Article XI of this Declaration. This right shall cease upon the election of the Initial Member-elected Board.

ARTICLE IX.

EASEMENTS

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, or other public utility services shall be granted as shown on the Final Plat. Further, any additional easements for such purposes may be granted by Declarant and/or the Board at any time for the purpose of obtaining such utility services.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

Section 2. Landscape Easements. Easements for the planting and maintenance of landscaping shall be granted as shown on the Final Plat. Said easements are granted to the Master Association. The provisions of this Declaration concerning rights, violations, enforcement and severability are hereby made a part of the foregoing provisions relating to perpetual Landscape Easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

ARTICLE X.

RIGHTS OF MORTGAGE HOLDERS

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a mortgage lien of record on any Lot which is subject to the terms hereof.

Section 1. Notice. The Master Association shall, if so requested by any mortgagee of record of a Lot, give written notification as follows:

- a. notice of any default of the Owner of any Lot which is the subject of such mortgage, if such default is not cured within thirty days after its occurrence;
- b. five days prior written notice of any annual or special meeting of the Master Association. The mortgagee may designate a representative to attend any such meeting;
- c. notice of any proposed amendment to the Declaration or By-Laws which will substantially alter the administration of the Development Tract, the assessments or collection thereof, or any other matter affecting the Development Tract as governed by the terms of this Declaration. Such notice shall be given at least ten days prior to the submission of same for approval by the Members of the Master Association.

The request by a mortgagee for any or all of the above notices may be submitted to the Master Association via the Board of Directors and in such event, the giving of such notices shall

continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the property is terminated whichever shall be first in time.

Section 2. Claims for Assessments. Any mortgagee of record who takes title to a Lot or comes into possession of a Lot pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof) shall take possession free of any claims for unpaid assessments or charges which may have accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a prorata share of such assessments and charges if the Board shall elect to reallocate same among all the Lots.

Section 3. Books and Records. Any mortgagee of record of a Lot shall have the right, upon twenty-four hours notice, to examine any and all books and records of the Master Association at any time during normal business hours, and shall be entitled to receive, at its request, a copy of any and all annual financial statements within ten days from the date of such request or the date of preparation of such statement, as the case may be.

**ARTICLE XI.
PROVISIONS RELATING TO OWNERSHIP OF INDIVIDUAL HOMES AND UNITS
WITHIN WESTBURY.**

Section 1. Right to Farm. Each Owner, by acceptance of title to a Lot or Dwelling Unit, acknowledges that Kendall County has a long, rich tradition in agriculture and acknowledges the role that farming continues to play in shaping the economic viability of the county (zoning indicator A-1 or Ag Special Use), and that normal agricultural practices in the vicinity of the may result in occasional smells, dust, sights, noise and unique hours of operations that are not typical in other zoning areas.

Section 2. Stub Street Connections. Each Owner, by acceptance of title to a Lot or Dwelling Unit, acknowledges that the roadways which do not end in an intersection or a cul-de-

sac will continue and connect with future roadways and adjacent developments. The roadway connections, otherwise known as "stub street" connections, are depicted on the Site Plan. Declarant has installed or will install signage at the "stub street" connection identifying such as a future roadway connection.

Section 3. Right to Operate Industrial Park. Each Owner, by acceptance of title to a Lot or Dwelling Unit, acknowledges that due to the location of the Stonehill Industrial Park adjacent to Westbury, the normal business operations of such Industrial Park may result in occasional smells, dust, sights, noise and unique hours of operations that are not typical in other non-industrial areas.

ARTICLE XII. AMENDMENTS

Section 1. Amendments. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board. Said change, modification, or rescission shall be approved by not less than thirty percent of the total membership of the Association unless a higher percentage for certain amendments is required by specific provisions of this Declaration. There shall be a membership meeting called for the purpose of discussing the proposed change, modification, or rescission and the voting may be either in person or by written proxy.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Kendall County, Illinois.

Section 3. Rights of Declarant. No amendment which shall adversely affect the rights of Declarant (including, but not limited to, the right to maintain sales facilities, signs, and access for construction set forth in this Declaration) shall be effective without Declarant's express written consent thereto.

ARTICLE XIII.

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, conditions, reservation, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the Owners of Lots and beneficiaries or trusts holding title to Lots in Westbury full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Master Association, or the Owner of any Lot subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by both (i) the then Owners of sixty-six percent of the Lots in Westbury and (ii) the then Owners of fifty percent of the Lots in Westbury on which Landscape Easements are located has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was

either (i) sent by mail with postage prepaid to the last known address of the person or entity who appears as the Owner on the records of the Master Association at the time of such mailing or (ii) personally delivered to the last known address of the person or entity who appears as the Owner on the records of the Master Association at the time of such delivery.

Section 3. Model Homes. It shall not be deemed to be a violation of these covenants and restrictions for Declarant to permit the erection or maintenance of model homes anywhere within the Development Tract. However, model homes may be maintained only for a period of not more than one year after the completion and occupancy of ninety-five percent of the total number of Dwelling Units to be constructed in the Development Tract. No model home may be erected or maintained unless approved by Declarant.

Section 4. Leasing of Residence. If any Owner shall lease his Dwelling Unit, such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee. The Owner shall remain bound by all obligations set forth in this Declaration.

Section 5. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to (i) all covenants, restrictions, conditions, reservations, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and (ii) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of

obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such Owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.

Section 7. Covenant to Abide by this Declaration. Declarant covenants to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 8. Covenant in Event of Dissolution of the Master Association. In the event the Master Association is dissolved, the Owners of Lots in Westbury agree that all provisions contained herein regarding maintenance, repair, and replacement in the Development Tract shall still apply and that those provisions of this Declaration shall be in full force and effect. Prior to the dissolution of the Master Association, provisions shall be made as to how the responsibilities and obligations of the Association shall be handled by the Owners of Lots in Westbury.

Section 9. Property Ownership in Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable

or created under this Declaration against such Lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or a lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such property ownership.

Section 10. Termination of Restriction. No action by the Master Association or an Owner, whether by amendment or otherwise, shall be effective to remove the Development Tract (once subjected by recording to the terms hereof) from the terms and conditions of this Declaration, without the express written consent of a majority of all of the institutional holders of the mortgage liens records against the Lots, which consent shall not be unreasonably withheld.

Section 11. Fines. The Board shall have the right to establish and levy fines against an Owner for an infraction of any (i) rule or regulation promulgated by the Master Association or Board, (ii) requirement set forth in this Declaration, or (iii) provisions set forth in the By-Laws of the Master Association.

Section 12. Enforcement. Enforcement of these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, condition, reservation, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions. All reasonable costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any

judgment or decree shall so provide for payment of these reasonable costs. Failure by Declarant, the Master Association, or any Owner of a Lot in Westbury to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

Declarant reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist. If an Owner of a Lot in Westbury fails to pay any fee, charge or fine imposed by the Board of Directors or the Association, then same may be considered as an additional assessment applicable to said Lot and enforced against said Lot as provided in Article V herein.

Section 13. Severability. Invalidation of any one of these covenants, restrictions, conditions, reservations, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Ocean Atlantic Development, L.L.C., a Delaware limited liability company, have caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed and to affix its corporate seal on the day first above written.

Ocean Atlantic Corp.

By: _____

Attest: _____

Homes

By: _____

Attest: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ and _____, personally known to me to be the _____ of said _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered the said instrument as _____ and _____ of said _____ and they caused the corporate seal of said _____ to be affixed thereto, pursuant to authority given by the Board of Directors of said _____, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2003.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT TRACT

Permanent Parcel Number:

This Document Prepared By and Mail To:
Julie Workman, Esq.
Gardner Carton & Douglas LLC
191 N. Wacker Drive, Suite 3700
Chicago, Illinois 60606

(ON BANK LETTERHEAD)

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Amount: U.S. \$ _____

To: United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

Date: _____
Issuer: _____
Letter of Credit No.: _____
Developer: _____
Subdivision: _____
Unit No.: _____
Expiration Date: (24 Months)

Ladies and Gentlemen:

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of _____ (\$ _____) Dollars for the account of _____

This Letter of Credit is issued for the purposes of: (A) facilitating the construction of subdivision, public improvements and dedications for _____ Subdivision, including, but not limited to, streets, curbs, sidewalks, storm sewers, street lighting, waste water sewers, water lines, water detention facilities and all other public improvements as set forth in the approved drawings, specifications, plats and engineering, and as required by the Yorkville Subdivision Ordinance and all other applicable Ordinances; B) securing obligations contained in Yorkville Planned Unit Development Ordinance No. _____; (NOTE: Delete if not applicable); C) providing funds for uncompleted subdivision improvements; and D) securing Village fees, dedications and contributions associated with such subdivision.

These funds are fully available by your drafts drawn on us at sight and accompanied by the following documents:

1. Statement signed by an authorized official of the United City of Yorkville certifying that the amount drafted represents the funds required to complete or correct subdivision improvements in accordance with the approved subdivision plans or specifications or comply with such other requirements of the Village including those provided herein.
2. Copy of written notice to us, as issuer, dated not less than ten (10) days prior to the date of your draft(S) hereunder describing the specific work yet to be performed or to be corrected or describing such other basis for withdrawal of the amount drafted; and

3. Statement setting forth that draft drawn hereunder is attributable to _____ (Subdivision Name, _____ (Issuer name), _____ (Letter of Credit No.).

Drafts drawn hereunder by presentation at our counters cannot be drawn prior to one (1) year from date of issuance of this Letter of Credit, nor later than the expiration date.

Notwithstanding the foregoing, this Letter of Credit shall remain in full force and effect for a period of One Hundred and Twenty (120) days after written notification by the Issuer to the United City of Yorkville is received, it being understood that the affirmative action of the issuer in forwarding written notice by certified or registered mail, return receipt requested (or by Receipted hand delivery) is required prior to expiration of this Letter of Credit. In addition to the foregoing, all drafts may be submitted for a period of ninety (90) days following the expiration date of this irrevocable Letter of Credit as provided herein and such draft shall be fully honored during the ninety (90) days in accordance with the terms and provisions herein contained.

This Letter of Credit may be reduced to such amounts specified in writing from time to time by the United City of Yorkville. The Issuer and Developer agree that by reducing the amount of this letter, the Village is not accepting any public improvements or otherwise waiving any rights it may have.

Provided that the City complies in a timely manner with the draft requirements in numbered paragraphs (1), (2) and (3) above, if we fail to honor drafts drawn on this Letter of Credit in addition to all other damages which are limited by the amount of this Letter of Credit, w shall also pay the City all reasonable attorney and expert fees; court costs and all other expenses incurred by the City.

The Irrevocable Letter of Credit shall not operate as a limitation upon the obligation of _____ (Developer) to install all improvements required by the United City of Yorkville and otherwise comply with all its other obligations, including the purposes for which this Letter of Credit is issued.

This Letter of Credit is subject to applicable provisions of the uniform Commercial Code of the State of Illinois (810 ILCS 5/5-101 et.seq.).

Sincerely,

(Bank Name)

ATTEST:

By: _____

By: _____

Title: _____

CHAPTER 7

BUSINESS DISTRICTS

ARTICLE D. B-3 SERVICE BUSINESS DISTRICT

SECTION:

- 10-7D-1: Permitted Uses
- 10-7D-2: Special Uses
- 10-7D-3: Lot Area
- 10-7D-4: Yard Areas
- 10-7D-5: Lot Coverage
- 10-7D-6: Maximum Building Height
- 10-7D-7: Off-Street Parking And Loading

10-7D-1: **PERMITTED USES:**

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.

Drive-in restaurant.

Electrical equipment sales.
Feed and grain sales.
Frozen food locker.
Furniture repair and refinishing.
Golf driving range.
Greenhouse.
Kennel.
Mini-warehouse storage.
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)

10-7D-2: SPECIAL USES:

All special uses permitted in the B-2 District.

Amusement park.

Boat launching ramp.

Boat rental and storage.

Daycare centers.

Stadium. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1995-19, 8-10-1995; Ord. 1995-20, 8-10-1995)

10-7D-3: LOT AREA: No lot shall have an area less than ten thousand (10,000) square feet. (Ord. 1986-1, 1-9-1986)

10-7D-4: YARD AREAS: No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement:

A. **Front Yard:** A front yard of not less than fifty feet (50'). (Ord. 1973-56A, 3-28-1974)

B. **Side Yards:**

1. A minimum side yard shall be required between buildings within the B-3 District of twenty feet (20') between a building constructed thereon and the side lot line, except in any existing B-3 Zoning District within the corporate boundaries where no minimum side yard shall be required between buildings, except where a side yard adjoins a street, wherein a minimum yard of not less than thirty feet (30') shall be required.

2. The Zoning Board of Appeals may, upon application, grant a variance to any petitioner seeking to vary the side yard requirements in a B-3 District if the variance is sought for a parcel of real estate that is sought to be developed as a planned unit development because of the unique nature of the parcel or development sought thereon. (Ord. 1986-1, 1-9-1986; amd. 1994 Code)

C. Rear Yard: A rear yard of not less than twenty feet (20'). (Ord. 1973-56A, 3-28-1974)

D. Transitional Yards: Where a side or rear lot line coincides with a residential district zone, a yard of not less thirty feet (30') shall be required. A transitional yard shall be maintained only when the adjoining residential district is zoned R-1 or R-2 One-Family Residential. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1987-1, 2-12-1987)

E. Parking Lot Setback Requirements:

1. Arterial Roadways: When a parking lot located in the B-3 Zoning District is located next to an arterial roadway, as defined in the City's Comprehensive Plan, a twenty foot (20') setback from the property line is required.

2. Nonarterial Roadways: When a parking lot located in the B-3 Zoning District is located next to a nonarterial roadway, as defined in the City's Comprehensive Plan, a ten foot (10') setback from the property line is required. (Ord. 1998-32, 11-5-1998)

10-7D-5: **LOT COVERAGE:** No more than fifty percent (50%) of the area of the zoning lot may be occupied by buildings and structures, including accessory buildings. (Ord. 1973-56A, 3-28-1974)

10-7D-6: **MAXIMUM BUILDING HEIGHT:** No building or structure shall be erected or altered to exceed a maximum height of thirty five feet (35') or three (3) stories, not in excess of thirty five feet (35'). (Ord. 1973-56A, 3-28-1974; amd. Ord. 1998-8, 3-26-1998)

10-7D-7: **OFF-STREET PARKING AND LOADING:** All in accordance with regulations set forth in Chapter 11 of this Title. (Ord. 1973-56A, 3-28-1974)

CHAPTER 6

RESIDENTIAL DISTRICTS

ARTICLE C. R-2 ONE-FAMILY RESIDENCE DISTRICT

SECTION:

- 10-6C-1: Uses Permitted
- 10-6C-2: Special Uses
- 10-6C-3: Lot Area And Allowable Density
- 10-6C-4: Yard Areas
- 10-6C-5: Lot Coverage
- 10-6C-6: Maximum Building Height

10-6C-1: **USES PERMITTED:** The following uses are permitted:

Any permitted use in the Estate District or the R-1 One-Family Residence District. (Ord. 2000-1, 1-27-2000)

10-6C-2: **SPECIAL USES:** The following uses may be allowed by special use permit in accordance with the provisions of Section 10-14-6 of this Title:

Any use permitted as a special use in the Estate District or the R-1 One-Family Residence District, except that planned developments may be considered where the zoning lot proposed for development has a gross area of not less than ten (10) acres.

Bed and breakfast inns. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1994-36, 10-13-1994; Ord. 2000-1, 1-27-2000)

10-6C-3: **LOT AREA AND ALLOWABLE DENSITY:**

A. Lots with private wells and/or private sewage treatment facilities:

1. One acre with a width at the building line not less than one hundred twenty five feet (125'). Density shall not exceed one dwelling unit per each acre. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

2. This subsection shall apply within the one and one-half (1½) mile planning limits of the City, only upon application and obtaining a special use from the City Plan Commission and approved by the City Council. The standards for approval of a special use permit shall be only upon:

a. A showing by the petitioner that an undue hardship exists to establish a connection to the City water and/or sewer mains.

b. That no sewer or water lines exist within two hundred fifty feet (250') of the proposed development of petitioner.

c. That due to unique size, terrain or character of the petitioner's development, it is necessary to allow individual private wells and private sewage treatment facilities so as to facilitate the orderly growth of a particular development.

d. That the City is unable to provide capacity in its water or sewer mains; or the petitioner is unable to secure sufficient capacity of the Yorkville-Bristol Sanitary District Plant for disposal of sewage. (Ord. 1988-2, 1-28-1988; amd. Ord. 2000-1, 1-27-2000)

- B. Lots served by both public sewerage and water facilities shall have an area of not less than twelve thousand (12,000) square feet and a width at the building line of not less than eighty feet (80'). Density shall not exceed three and three-tenths (3.3) dwelling units per each acre.
- C. All nonresidential principal uses of buildings as permitted in this Article shall be located on a tract of land having an area of not less than two (2) acres, except Municipal projects and developments.
- D. Lot size for special uses shall not be less than two (2) acres. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

10-6C-4: **YARD AREAS:** No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement:

- A. Front Yard: A front yard of not less than thirty feet (30').
- B. Side Yards: A side yard on each side of the zoning lot of not less than ten feet (10'), or ten percent (10%), whichever is greater, except where a side yard adjoins a street, the minimum width shall be increased to thirty feet (30').
- C. Rear Yard: A rear yard of not less than forty feet (40'). (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6C-5: **LOT COVERAGE:** Not more than thirty percent (30%) of the area of a zoning lot may be covered by buildings or structures including accessory buildings. (Ord. 2000-1, 1-27-2000)

10-6C-6: **MAXIMUM BUILDING HEIGHT:** Same regulations shall apply as permitted or required in the R-1 One-Family Residence District. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

CHAPTER 6

RESIDENTIAL DISTRICTS

ARTICLE F. R-4 GENERAL RESIDENCE DISTRICT

SECTION:

10-6F-1:	Uses Permitted
10-6F-2:	Special Uses
10-6F-3:	Lot Dimensions
10-6F-4:	Yard Areas
10-6F-5:	Lot Coverage
10-6F-6:	Maximum Building Height
10-6F-7:	Off-Street Parking And Loading
10-6F-8:	Water Supply And Sewage Disposal System

10-6F-1: **USES PERMITTED:** The following uses are permitted:

Any of the permitted uses in the R-3 Residence District.

Multiple-family dwellings. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

10-6F-2: **SPECIAL USES:** The following uses may be allowed by special use permit in accordance with the provisions of Section 10-14-6 of this Title:

Any of the special uses permitted in the R-3 Residence District. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-3: **LOT DIMENSIONS:**

A. Lot Area Per Dwelling:

1. Single-Family Dwellings: All single-family dwellings included in the R-4 Residence District shall conform to the regulations in the R-3

Residence District. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

2. Multi-Family Structures: All multi-family structures shall be located on a lot which provides the following minimum land area per dwelling unit:

<u>Type Of Dwelling Unit</u>	<u>Minimum Lot Area Per Dwelling</u>
4 bedroom and over	5,000 square feet
3 bedroom	4,500 square feet
2 bedroom	4,000 square feet
1 bedroom	3,500 square feet
Efficiency	2,500 square feet

For the purpose of determining lot area any room other than a living room, dining room, kitchen or bath shall be counted as a bedroom.

3. Minimum Lot Area; Density: A lot shall not be less than fifteen thousand (15,000) square feet in area, and the allowable density based upon the gross area shall not exceed eight (8) dwelling units per acre (gross). (Ord. 1997-21, 8-14-1997; amd. Ord. 2000-1, 1-27-2000)

4. Nonresidential Principal Uses: All nonresidential principal uses permitted in this Article shall be located on a lot having an area of not less than fifteen thousand (15,000) square feet and with a width of not less than one hundred feet (100') at the building line.

5. Special Uses: Minimum lot size and dimensions shall be specified with the granting of a special use permit, but shall not be less than nine thousand (9,000) square feet.

B. Lot Width:

1. For any use permitted in the R-3 Residence District, the same regulations shall apply.

2. Multiple-family dwellings not less than ninety feet (90'). (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

C. Building Standards: Any owner of property zoned R-4 General Residence District as of the date of this Ordinance, existing within the boundaries of the City, may rely and build on that property,

based on the minimum lot area standards of the previous R-4 ordinance, for two (2) years following the enactment of this Ordinance; except in the case of any currently zoned property affected by this Ordinance that does not currently have City sanitary sewer service available. In the event any currently zoned real property does not have sanitary sewer service currently available, the two (2) year period for compliance with the earlier ordinance shall expire two (2) years from the date of notification in writing, to the respective property owners affected without current sanitary sewer service, by the City Administrator that sanitary sewer service has now become available for any affected property. Thereafter, those properties must conform to the new standards set forth in this Ordinance. (Ord. 1997-21, 8-14-1997; amd. Ord. 2000-1, 1-27-2000)

10-6F-4: YARD AREAS: No building shall be erected or enlarged unless the following yards are provided and maintained: (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

- A. For all dwellings permitted in the R-4 Residence District, the same regulations as required in the R-3 Residence District. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)
- B. For multiple-family dwellings:
 - 1. Front Yard: Not less than thirty feet (30');
 - 2. Side Yards: Two (2) side yards, each twelve feet (12') in width; or, a side yard of sixty percent (60%) of the building height (whichever is greater), except a side yard adjoining a street shall not be less than twenty feet (20') in width.
 - 3. Rear Yard: Rear yard not less than forty feet (40') in depth. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-5: LOT COVERAGE: Not more than thirty percent (30%) of the area of the zoning lot may be occupied by buildings and structures including accessory buildings. (Ord. 2000-1, 1-27-2000)

10-6F-6: MAXIMUM BUILDING HEIGHT:

- A. For all dwellings and permitted nonresidential buildings and structures permitted in the R-4 Residence District, the same regulations shall apply as provided in the R-3 Residence District. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)
- B. All other dwelling types, not more than three (3) stories or thirty five feet (35'), whichever is lower. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-7: OFF-STREET PARKING AND LOADING: All in accordance with regulations set forth in Chapter 11 of this Title. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-8: WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM: All residential special uses permitted in this District shall be served by an approved water and sanitary sewer system. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

UNITED CITY OF YORKVILLE
SUBDIVISION CONTROL ORDINANCE

THE UNITED CITY OF YORKVILLE

Ordinance No. 2004-52

Date Adopted 9-28-04

September 27, 2004

YORKVILLE SUBDIVISION CONTROL ORDINANCE

SECTION

- 1.00 TITLE
- 2.00 INTENT & PURPOSE
- 3.00 GENERAL PROVISIONS
 - 3.01 Jurisdiction
 - 3.02 Interpretation
 - 3.03 Separability
 - 3.04 Rules
- 4.00 DEFINITIONS
- 5.00 PROCEDURE FOR SUBMISSION OF SUBDIVISION PLAT
 - 5.01 Concept Plan
 - 5.02 Preliminary Plan
 - 5.03 Final Plan
- 6.00 REQUIRED INFORMATION TO BE SHOWN ON SUBDIVISION PLANS & PLATS
 - 6.01 Pre-Application Conference Plan
 - 6.02 Preliminary Plan
 - 6.03 Final Plan
- 7.00 DESIGN STANDARDS
 - 7.01 General
 - 7.02 Public Sites and Open Spaces
 - 7.03 Standards
 - 7.04 Half-Streets
 - 7.05 Alleys
 - 7.06 Street Jogs
 - 7.07 Street Intersections
 - 7.08 Blocks
 - 7.09 Lots
 - 7.10 Easements
- 8.00 REQUIRED IMPROVEMENTS
 - 8.01 Improvement Requirements Prior to Filing Final Plat
 - 8.02 Subdivision Securities
 - 8.03 Construction Warranty
 - 8.04 Procedure
 - 8.05 Construction and Inspection
 - 8.06 As-Built Plans
 - 8.07 Survey Monuments
 - 8.08 Acceptance of Dedication, Improvements
 - 8.09 Streets
 - 8.10 Sidewalks
 - 8.11 Street Lighting
 - 8.12 Signage, Guard Rails, & Landscaping
 - 8.13 Storm Water Drainage
 - 8.14 Sanitary Sewer System
 - 8.15 Water System
 - 8.16 Over-sizing of Utilities

YORKVILLE SUBDIVISION CONTROL ORDINANCE, CONTINUED

SECTION, CONTINUED

- 9.00 ADMINISTRATION
 - 9.01 Building Permit
 - 9.02 Certificate of Occupancy
 - 9.03 Variations

- 10.00 AMENDMENTS
 - 10.01 Initiation of Amendment
 - 10.02 Processing Application for Amendment
 - 10.03 Decisions

- 11.00 FEE SCHEDULE
 - 11.01 Land-Cash Contributions
 - 11.02 Fees

- 12.00 VIOLATIONS, PENALTY, & ENFORCEMENT

- 13.00 REPEALER

- 14.00 SEVERABILITY

- 15.00 EFFECTIVE DATE

- Exhibit 1 Standard Specifications for Improvements

- Exhibit 2 Park Development Standards

Be it ordained by the City Council of the United City of Yorkville; That the Subdivision Control Ordinance passed and approved by the City Council of the United City of Yorkville on the _____ day of _____, _____, as subsequently amended, be as follows:

SECTION 1.00 - TITLE

This Ordinance shall hereafter be known, cited, and referred to as the Yorkville Subdivision Control Ordinance.

SECTION 2.00 – INTENT & PURPOSE

The regulations of this ordinance are adopted:

To protect the interests of the land owner, the investor in land, the homeowner, and the municipal unit;

To conserve, protect, and enhance property and property values; to secure the most efficient use of land; and to facilitate the provisions of public improvements;

To provide for orderly growth and development; to afford adequate facilities for the safe and efficient means for traffic circulation of the public; and to safeguard the public against flood damage;

To prescribe reasonable rules and regulations governing the subdivision and platting of land; the preparation of plats; the location, width, and course of streets and highways; the installation of utilities, street pavements, and other essential improvements; and the provision of necessary public grounds for schools, parks, playgrounds, and other public open space; and

To establish procedures for the submission, approval, and recording of plats, to provide the means for enforcement of the ordinance, and to provide penalties for violations.

SECTION 3.00 – GENERAL PROVISIONS

3.01 **JURISDICTION**

3.01.01 This Ordinance shall apply to all subdivision of land within the incorporated limits of the United City of Yorkville, and within its contiguous territory, but not more than one and one-half miles beyond the incorporated limits of the United City of Yorkville.

3.02 **INTERPRETATION**

3.02.01 Minimum Requirements: The provisions of this Ordinance shall be held to be the minimum requirements for the promotion of public health, safety, and welfare.

3.02.02 Relationship with Other Laws: Where the conditions imposed by any provision of the Ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other ordinance, law, resolution, rule, or regulation of any kind, the regulations that are more restrictive (or which impose higher standards or requirements) shall govern.

3.02.03 Effect On Existing Agreement. This Ordinance is not intended to abrogate any easement, covenant, or any other private agreement, provided that where the regulations of this Ordinance are more restrictive (or impose higher stands or requirements) than such easements, covenants, or other private agreements, the requirements of this Ordinance shall govern.

3.02.04 The Standard Specifications for Improvements shall be hereby included and made a part of this Subdivision Control Ordinance in its entirety.

3.02.05 The Park Development Standards shall be hereby included and made a part of this Subdivision Control Ordinance in its entirety.

3.03 SEPARABILITY

3.03.01 Should any section, subsection, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

3.04 RULES

3.04.01 In the construction of this Ordinance, the rules contained herein shall be observed and applied, except when the context clearly indicates otherwise:

1. Words used in the present tense shall include the future, and words used in the singular number shall include the plural number, and the plural shall include the singular.
2. The word "shall" is mandatory, and not discretionary.
3. The word "may" is permissive.
4. The masculine gender includes the feminine and neuter.

SECTION 4.00 – DEFINITIONS

4.01 The following words and terms, wherever they occur in this Ordinance, shall be interpreted as herein defined:

Alley: A public right-of-way, primarily designed to serve as secondary access to the side or rear of properties whose principal frontage is on some other street.

Block: A tract of land bounded by streets, or by a combination of streets, railway right-of-ways, or waterways.

Building Setback Line: A line across a lot or parcel of land, establishing the minimum open space to be provided between the line of a building or structure, and the lot line of the lot or parcel.

City: The Mayor and City Council of the United City of Yorkville, Illinois.

Crosswalk: A strip of land 10' or more in width, dedicated to public use, which is reserved across a block to provide pedestrian access to adjacent areas, and may include utilities, where necessary.

Cul-de-Sac: A street having only one outlet, and an appropriate terminal for the reversal of traffic movement, without the need to back up.

Dead-end Street: A Street having only one outlet.

Density, Gross: A numerical value obtained by dividing the total dwelling units in a development by the gross area of the tract of land upon which the dwelling units are located.

Density, Net: A numerical value obtained by dividing the total dwelling units in a development by the total area of the development, less rights-of-way, parks, storm water management areas, and all other non-residential uses.

Development: Any man-made change to real estate, including:

- a) Preparation of a plat of subdivision;
- b) Construction, reconstruction, or placement of a building or any addition to a building;

- c) Installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than 180 days;
- d) Construction of roads, bridges, or similar projects;
- e) Redevelopment of a site;
- f) Filling, dredging, grading, clearing, excavating, paving, or other non-agricultural alterations of the ground surface;
- g) Storage of materials, or deposit of solid or liquid waste;
- h) Any other activity that might alter the magnitude, frequency, deviation, direction, or velocity of storm water flows, from a property.

Easement: A grant by a property owner for the use of a parcel of land by the general public, a corporation, or a certain person or persons for a specific purpose or purposes.

Eyebrow Cul-de-Sac: A cul-de-sac whose center radius point is less than 80 feet from the centerline of the intersecting cross street.

Floodplain: That land adjacent to a body of water with ground surface elevations at or below the base flood or the 100-year frequency flood elevation. The floodplain is also known as the Special Flood Hazard Area (SFHA).

Frontage: The property on one side of a street, between two intersecting streets (crossing or terminating), measured along the line of the street; Or, with a dead-end street, all property abutting one side of such street, measured from the nearest intersecting street and the end of the dead-end street.

Frontage Road: A public or private marginal access roadway, generally paralleling and contiguous to a street or highway, and designed to promote safety by eliminating unlimited ingress and egress to such street or highway by providing points of ingress and egress at relatively-uniform spaced intervals.

Half Street: A Street bordering on or more property lines of a subdivision tract, to which the sub-divider has allocated only a portion of the ultimate and intended street width.

IDOT: Illinois Department of Transportation.

Improvement Plans: The drawing of all required land improvements, prepared by an Illinois Registered Professional Engineer, and all accompanying information as required by the Ordinance.

Improvements: All facilities constructed or erected by a subdivider within a subdivision, to permit and facilitate the use of lots or blocks for a principal residential, business, or manufacturing purpose.

Land Improvement: All required onsite and offsite subdivision improvements, including but not limited to, any sanitary sewage system, water distribution system, storm drainage systems, public utility systems, sidewalk systems, public or private streets, street lighting, street signs, grading and drainage way facilities, pedestrian ways, and retention and detention basins.

Lot: A portion of a subdivision or other parcel of land, intended for transfer of ownership, or for building developments.

Lot Depth: The distance between the midpoint of the front lot line and the midpoint of the rear lot line.

Lot, Double Frontage: A lot, two opposite lot lines of which abut upon streets which are more or less parallel.

Lot Line: The boundary line of a lot.

Lot Width: The distance on a horizontal plane between the side lot lines of a lot, measured at right angles to the line, establishing the lot depth at the established building setback line.

Parcel: The word parcel shall refer broadly to a lot, tract, or any other piece of land.

Parkway: A strip of land situated within the dedicated street right-of-way, either located between the roadway and right-of-way line, or a median located between the roadways.

Parking Lot: An area permanently reserved and/or used for the temporary storage of motor vehicles.

Plan, Concept: A tentative map or drawing which indicates the subdivider's proposed layout of a subdivision, including a site plan indicating existing offsite roadway connections.

Plan, Final: The final plat, plus all accompanying information required by this Ordinance.

Plan, Preliminary: The preliminary plat, plus all accompanying information required by this Ordinance.

Planned Unit Development: Parcel of land or contiguous parcels of land in single ownership or unified control, to be developed as a single entity, the character of which is compatible with adjacent parcels, and the intent of the zoning district in which it is located; the developer may be granted relief from specific land use regulations and design standards in return for assurances of an overall quality of development, including any specific features which will be of benefit to the City as a whole, and would not otherwise be required by the City Ordinances.

Plat: A subdivision as it is represented as a formal document by drawing and writing.

Plat, Final: The final map drawing or chart, on which the subdivider's layout of a subdivision is presented to the City Council for approval, and which, if approved, will be submitted to the County Recorder for recording.

Plat, Preliminary: A tentative map or drawing, which indicates the subdivider's proposed layout of a subdivision, including all proposed improvements.

Re-subdivision: The subdivision of a tract of land that has previously been lawfully subdivided, and a plat of such prior subdivision duly recorded.

Right-of-Way: A strip of land occupied or intended to be occupied by a road, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special use. The usage of the term "right-of-way" for land platting purposes in the United City of Yorkville shall mean that every right-of-way hereafter established and shown on a final recorded plat is to be separate and distinct from the lots or parcels adjoining such right-of-way, and not included within the dimensions or areas of such lots or parcels. Rights-of-way intended for roads, crosswalks, water mains, sanitary sewers, the maker of the plat on which such right-of-way is established shall dedicate storm drains, or any other use involving maintenance by a public agency to public use.

Roadway: The paved portion of the street available for vehicular traffic.

Service Drive: A public street, generally paralleling and contiguous to a main traveled way, primarily designed to promote safety by eliminating promiscuous ingress and egress to the right-of-way, and providing safe and orderly points of access at fairly uniformly-spaced intervals.

Sewage Disposal System, Individual: A sewage disposal system, or any other sewage treatment device approved by the Kendall County Department of Public Health, and servicing only one lot.

Sewage Disposal System, Central: A system of sanitary sewers, serving ten or more lots that discharge either into an interceptor sewer or an approved sewage treatment plant.

Sidewalk: That portion of street or crosswalk way, paved or otherwise surfaced, intended for pedestrian use only.

Street: A public or private right-of-way which affords a primary means of access to abutting properties, whether designated as a street, avenue, highway, road, boulevard, lane, throughway, or however otherwise designated, but excepting driveways to buildings.

Street, Half: A street bordering one or more property lines of a tract of land in which the subdivider has allocated but part of the ultimate right-of-way width.

Street, Marginal Access: A minor street which is parallel to and adjacent to a thoroughfare, and which provides access to abutting properties and protection from through traffic.

Street, Estate Residential: A Street of limited continuity, used for access to abutting rural residential properties and local needs of a neighborhood. This street carries less than 1000ADT.

Street, Local Residential: A Street of limited continuity, used primarily for access to abutting rural residential properties and local needs of a neighborhood. This street carries less than 1000ADT.

Street, Major Collector: A street that serves as a main traffic thoroughfare, both within and outside of the City, carrying heavy volumes of traffic. This street carries more than 2500 ADT.

Street, Collector: A Street that collects and distributes traffic, primarily within residential areas. This street carries between 2500 and 12,000 ADT.

Street, Minor Collector: A Street that collects and distributes traffic within intensively developed areas, and is used primarily for internal trips within the planning area. This street carries between 1000 and 2500 ADT.

Street Width: The shortest distance between the backs of the curb or edge of pavement of a roadway.

Sub-divider: Any person or corporation or duly authorized agent who undertakes the subdivision or development of land as defined herein. Also referred to as Developer.

Subdivision: A described tract of land which is to be, or has been, divided into two or more lots or parcels. The term subdivision includes re-subdivision and, where it is appropriate to the context, relates to the process of subdividing or to the land subdivided. For the purpose of this manual, the requirements contained herein shall not apply, and no plat is required, in any of the following instances:

1. The division or subdivision of land into parcels or tracts of five acres or more in size, which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one acre, in any recorded subdivision, which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities which does not involved any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;

6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land existing on the date of adoption of this Resolution into no more than two parts, and not involving any new streets or easement of access.

Turn-Around: An area at the closed end of a street or parking lot, within which vehicles may reverse their direction.

Wetlands: As defined by the Illinois Department of Natural Resources.

SECTION 5.00 – PROCEDURE FOR SUBMISSION OF SUBDIVISION PLAT

Instructions for subdivision plat processes leading to approval and plat recording:

5.01 CONCEPT PLAN

- 5.01.01 Application: Petitioners who wish to start the process with a concept plan should at this time submit his application (the original and 35 copies), along with 35 folded copies of his concept plan, a minimum of 15 days prior to the targeted Plan Commission meeting. As part of the application, the petitioner shall also provide the names and addresses of all land owners within 500 feet of the application property to the City's Deputy Clerk, for the purpose of sending certified notices of the required public hearing(s).
- 5.01.02 Review: Petitioner needs to schedule a meeting with the City Administrator, City Engineer, and Director of Public Works, to review access, availability of water, sewer, storm water, and other related technical issues, at least two weeks prior to the targeted Plan Commission.
- 5.01.03 Park Board: Petitioner must attend the scheduled Park Board meeting if the development has a residential component. The petitioner (or his duly authorized representative) will present the Concept Plan, and discuss how it fits into the overall City Park Plan. The Park Board will make a recommendation regarding the petitioner's plan for parks.
- 5.01.04 Plan Commission: Petitioner must attend the scheduled Plan Commission meeting, which will involve an informal public comment session after the petitioner (or his duly authorized representative) presents his Concept Plan.
- 5.01.05 Committee of the Whole: Petitioner must attend the scheduled Committee of the Whole meeting, which will involve a presentation of the Concept Plan by the petitioner (or his duly authorized representative), and informal discussion with the Committee members.

5.02 PRELIMINARY PLAN

- 5.02.01 The preliminary plan is a drawing complying with all provisions of this Ordinance, and when considered necessary by the Plan Commission or the Plan Council, should be accompanied by other engineering drawings concerning required improvements on which final review for adherence to design standards and improvement proposals is based, and from which detailed engineering drawings can proceed.

- 5.02.02 When the petitioner does not wish to present a Concept Plan, he will start with his Preliminary Plan, and at this time submit his application. Petitioner will be invoiced for the required annexation, rezoning, engineering, and other applicable fees, which must be paid in full prior to being placed on the Plan Commission Agenda. A deposit for legal and planning services will also be invoiced, and is due at this time. Payment should be made to the Deputy Clerk, and the United City of Yorkville Administrative Offices. As part of the application, the petitioner shall also provide the names and addresses of all land owners within 500 feet of the application property to the City's Deputy Clerk, for the purpose of sending certified notices of the required public hearing(s).
- 5.02.03 Following a written report from the Plan Council, and after review of the Preliminary Plan and discussion with the Sub-divider on changes and additions that may be required for the plan, the Plan Commission shall make a recommendation in writing to the City Council.
- 5.02.04 After review of the Preliminary Plan and the recommendation of the Plan Commission, the City Council shall discuss with the subdivider the proposed Plan, and shall, within 45 days, act on the Preliminary Plan. The subdivider shall be notified in writing of any conditions of approval or reasons for disapproval.
- 5.02.05 Approval of the Preliminary Plan is tentative only, and shall be effective for a period of twelve months. If the final plat has not been recorded within this time limit, the Preliminary Plan must again be submitted for approval, unless upon application by the subdivider, the City Council grants an extension. An extension period shall not exceed two (2) 12-month periods.
- 5.02.06 Ordinances in effect on the date of Preliminary Plan approval shall govern the preparation of the Final Plan. Ordinances in effect on the date(s) of Final Plat approval(s) shall govern any fees paid or contributions made by the developer.
- 5.02.07 Fees for legal and planning services will be billed based on per-hour range of work being performed. These amounts are deducted from the deposit amount we invoiced earlier, and a statement of account (reflecting the current credit balance) is sent to the petitioner with the consulting bills enclosed. All fees must be current before proceeding to the next stage of the approval process.

5.03 FINAL PLAN

- 5.03.01 Approval of the Preliminary Plan all entitle the subdivider to approval of the Final Plan, provided that the Final Plan:
 - 1. Conforms substantially to the approved Preliminary Plan;
 - 2. Meets all conditions of said approval; and
 - 3. Complies with all applicable, current ordinances.
- 5.03.02 Disapproval of the Final Plan is warranted if:
 - 1. There are more than minor deviations from the approved Preliminary Plan; and/or
 - 2. A new highway, pipeline, or other major improvement shall directly affect the proposed development site.
- 5.03.03 The proposed Final Plat must be accompanied by 12 sets of the proposed improvement plans for review by the plan Council.
- 5.03.04 After reviewing the final plat and applicable minutes from the Plan Council and any discussions on changes and additions that may be required, the Plan Commission shall recommend in writing to the City Council, within 45 days from receipt of the Plan Council minutes, wither approval or disapproval of the Final Plat and its reasons for such recommendation.

- 5.03.05 The final plat then proceeds to The Economic Development Committee which consisting of four (4) City Council members for its further review and recommendation. Project then moves to the Committee of the Whole and then the City Council meeting for approval or disapproval.
- 5.03.06 The proposed Improvement Plans shall be prepared by a Registered Professional Engineer of Illinois, who shall be responsible for the design of all public and land improvements required by this subdivision Ordinance, as provided in the Illinois Professional Engineering Act. The submitted plans shall be sealed by said Professional Engineer, and shall be in conformance with the City's Standard Specifications for Improvements, and these City Specifications shall be the only specifications for the improvements.
- 5.03.07 The Final Plat cannot be submitted to the plan Commission until the Improvement plans are approved and signed by the City Engineer and the City Administrator, and all fees are paid, and all required securities are filed.
- 5.03.08 The Final Plat shall be recorded with the County Recorder of Deeds, within thirty days from the date of final approval, or final approval shall be considered null and void. This requirement shall not apply when delay in recording a plat is due to circumstances beyond the control of the City or developer.
- 5.03.09 Final Engineering Plan: Submit 3 sets of the Final Engineering Plans to the Deputy Clerk at the City Administrative Offices for review and recommendation by the City Engineer.

SECTION 6.00 – REQUIRED INFORMATION TO BE SHOWN ON SUBDIVISION PLANS & PLATS

The following requirements are held to be the minimum amount of information necessary to convey to the representatives of United City of Yorkville a complete and accurate description of the kind and quality of subdivision proposed. Additional information may be submitted if it will further clarify the proposed subdivision.

6.01 PRE-APPLICATION CONFERENCE PLAN

- 6.01.01 Concept Plan: The Concept Plan may be done free hand, but shall be done with reasonable accuracy and clarity. The scale of the drawing should be 1" = 100', unless clarity or size of drawing dictates otherwise. The following information shall be shown:
1. Name and address of the owner or subdivider;
 2. North arrow and scale;
 3. Approximate dimensions and area of parcel;
 4. Topography – not greater than 10' contour intervals such as can be obtained from USGS maps;
 5. Proposed layout of streets, lots, parks, and non-residential areas, including storm water control;
 6. Number of dwelling units, gross and net density;
 7. Minimum and average lot sizes;
 8. Gross and net area;
 9. For multiple-family, commercial and industrial areas:
 - a. Location of buildings;
 - b. Approximate dimensions and area of site;
 - c. Off-street parking, delivery, and pick-up areas;
 - d. Buffer zones.

6.01.02 Existing Conditions: Presence of any of the following shall be shown on the Sketch Plan or an additional sheet:

1. Streams, marshes, bodies of water, wooded areas, wetland, and other significant natural features;
2. Location and direction of all water courses, drainage ways, and areas subject to flooding;
3. Location of storm drains, inlets, and outfalls;
4. Existing buildings;
5. Existing utilities, and utilities proposed for extension;
6. Existing streets and streets proposed.

6.01.03 Location Map: A small-scale map or sketch of the general area, showing the relationship between the proposed subdivision and existing community facilities and rights-of-way, with the proposed subdivision indicated thereon.

6.02 PRELIMINARY PLAN

6.02.01 The Preliminary Plan shall be drawn at a scale of 1" = 100', unless another scale is approved or required by the Plan Commission or the plan Council at the pre-application conference.

6.02.02 The following information shall be shown on all Preliminary Plans:

1. Notation stating "Preliminary Plan";
2. The name and address of the owner, the subdivider, and the engineer, surveyor, and planner preparing the plan;
3. Date, scale, and north arrow;
4. Topography – not greater than 2' contour intervals.
5. The proposed subdivision name, which shall not duplicate the name of any plat previously recorded in Kendall County;
6. Location of the subdivision on a small-scale drawing of the general area in which the subdivision lies, with the location of the subdivision indicated thereon, including high-water elevations, if known;
7. The recorded length and bearing of the exterior boundaries of the subdivision;
8. Location and names of adjacent subdivisions and the owners of parcels of un-subdivided land within 200' of property;
9. Zoning on and contiguous to the subdivision;
10. Location, widths, and names of all existing and platted streets, alleys, or other known public ways and easements, railroad and utility rights-of-way, parks cemeteries, watercourses, permanent buildings, bridges, and other pertinent data, as determined by the Plan Commission on the lands proposed to be subdivided, and within one hundred, fifty (150) feet of the proposed subdivision;
11. The approximate areas of all parcels of land intended to be dedicate for reserved for public use, or to be reserved in the deeds for the common use of property owners in the subdivision;
12. If the subdivision borders a lake or stream, the distances and bearings of a meander-line established not less than twenty (20) feet back from the average high water mark of the lake or stream, as determined from flood hazard maps or other data, with said distance and source of data noted;

13. Approximate storm water runoff and detention/retention calculations shall be in accordance with the Standard Specifications for Improvements. Offsite tributary drainage areas and discharging routing shall be defined with supporting data as necessary for evaluation;
14. Layout and width of all new streets and rights-of-way, such as highways, easements for sewers and water mains, sidewalks, trees, drainage ways, and other public utilities;
15. Existing trees greater than 6" caliper;
16. Proposed plantings;
17. Legal Description;
18. Site date (See Figure No. 5 in Standard Specifications);
19. Routing to any proposed extensions of existing water and sewer mains, including all pipe sizes, pertinent elevations, and proposed elevations;
20. Internal utility layout, demonstrating sanitary sewer depths, water main looping, storm water routing to and from detention/retention, and locations of existing field tiles;
21. A written statement from the Kendall County Soil Conservation Service (USDA), expressing its opinion of the suitability of the land for the type of land use proposed;
22. A field tile survey, showing locations where exploration trenches were dug, and what was found.

6.02.03 The following information shall be shown for all single-family and two-family areas:

1. Approximate dimensions and minimum lot areas, in square feet;
2. Proposed building set-back lines;
3. Area of property proposed to be dedicated for public use, or to be reserved by deed covenant for use of all property owners in the subdivision with the conditions of such dedication or reservation.

6.02.04 The following information shall be shown for all multiple-family, commercial, industrial, and other non-residential area:

1. Number of units, gross and net densities;
2. Open spaces;
3. Proposed layout of structures;
4. Layout and quantities of all off-street parking and loading areas;
5. Proposed building set-back lines;
6. Area of property proposed to be dedicated for public use, or to be reserved by deed covenant for use of all property owners in the subdivision, with the conditions of such dedication or reservation;
7. Buffer areas;
8. Square feet of buildings for commercial and industrial projects.

6.03 FINAL PLAN

6.03.01 The Final Plan shall be drawn in ink, at a scale of 1" = 100', or larger, on a non-fading, stable, Mylar material. The sheet size for plats or plans shall be not less than 18" x 24", nor larger than 24" x 36". When more than one sheet is used for any document, each sheet shall be numbered consecutively and shall contain a notation giving the total number of sheets in the document, and shall show the relation of that sheet to the other sheets. Final plans shall include all required engineering and landscaping improvements. See Figure No. 6 in Standard Specifications.

6.03.02 The following information shall be shown on all Final Plats:

1. Legal Description. Legal descriptions shall commence at the intersections of Section lines and/or Quarter Section lines when reasonably practical to do so. The developer shall also submit the Final Plat to the City in digital form, in a format acceptable to the City. The coordinate system for the Final Plat shall be NAD27 Illinois State Planes, East Zone, US Foot (IL-E).
2. All monuments erected, corners, and other points established in the field in their proper places. The material of which monuments, corners, or other points are made shall be noted as the representation thereof, or by legend, except lot corners need not be shown.
3. The exact length and bearing of all exterior boundary lines, public grounds, meander-lines, and easements, unless they parallel a noted boundary.
4. The exact width of all easements, streets, and alleys.
5. The dimensions of all lot lines, to the nearest on hundredth (1/100) of a foot.
6. Building setback lines on all lots.
7. All lots consecutively numbered within consecutively lettered blocks.
8. The number of degrees, minutes, and seconds of all lot angles or bearings of same, other than 90*, except that when the line in any tier of lots is parallel, it shall be sufficient to mark only the outer lots. When any angle is between a curve and its tangent, the angle shown shall be that between the tangent and the main chord of the curve. When between curves of different radii, the angle between the main chords shall be shown.
9. When a street is on a circular curve, the main chord of the center line shall be drawn as a dotted line in its proper place; and, either on it, or preferably in adjoining table, shall be noted its bearing and length, the radius of the circle of which the curve is a part, and the central angle extended. The lot lines on the street sides may be shown in the same manner, or by bearings and distances. When a circular curve of thirty (30) foot radius or less is used to round off the intersection between two (2) straight lines, it shall be tangent to both straight lines; it shall be sufficient to show on the plat the radius of the curve and the tangent distances from the points of curvature to a point of intersection of the straight lines.
10. The name of each road or street in the plat shall be printed thereon, which name shall not duplicate the name of any other street, unless it is an extension thereof.
11. Abutting state highway lines and streets of adjoining plats shown in their proper location by dotted lines. The width and names of these streets and highways and plats shall also be given.
12. All lands dedicated to public use, including roads, and streets shall be clearly marked.
13. All water courses, drainage ditches, and other existing features pertinent to the subdivision.
14. Where provisions are made for access from any subdivision to any lake or stream, the plat shall show the area over which the access is provided to the lake or stream, together with a small scale drawing, clearly indicating the location of the subdivision in relation to the lake or stream, and the location of the area over which access is provided.

15. Monuments. The description and location of all survey monuments placed in the subdivision shall be shown upon Final Plat. Permanent monuments shall be of concrete, reinforced with one (1) number four (4) vertical rod, and not less than four (4) inches square on top, tapered to six (6) inches square at the bottom, and thirty-six (36) inches long, set flush with the adjacent ground. Each permanent monument shall have a suitable mark in the center of the top.

Permanent monuments shall be erected at all corners or changes in bearing of the exterior boundary. Metal monuments not less than ½ inch in diameter, and 24 inches in length shall be placed in the ground at all lot corners, intersections of streets, intersections of streets and alleys with plat boundary lines, and at all points on street, alley, and boundary lines where there is a change in direction or curvature. All monuments and stakes shall be set in the ground before the streets and alleys are accepted for public maintenance.

16. A Surveyor holding a current, valid registration in Illinois shall perform the survey, and if the error in the latitude and departure closure of the survey is greater than the ratio of one in five thousand (1/5000), the plat may be rejected.

17. Certificates of Approval to be shown on Final Plat, as applicable:

1. Surveyor
2. Owner
3. Notary
4. City Administrator
5. Township Highway Commissioner, if applicable
6. County Supervisor of Highways, if applicable
7. Illinois Department of Transportation, if applicable
8. City Clerk
9. City Plan Commission, Chairman
10. Mayor
11. County Clerk
12. County Recorder
13. City Engineer
14. School District Certificate
15. Drainage Overlay Certificate, if applicable

SECTION 7.00 -- DESIGN STANDARDS

7.01 GENERAL

- 7.01.01 When laying out a subdivision, the developer shall:

1. Take into account, and comply with, officially adopted plans;
2. Conform to existing street patterns where such streets are contiguous to the proposed subdivision or may reasonably be projected through the subdivision;
3. Design the arrangement of uses in relation to topography and drainage conditions;
4. Consider all natural features, such as streams, lakes, ponds, tree cover, etc., and incorporate these features into the development;
5. Consider street names. Streets that are extensions of, or obviously in alignment with, existing streets shall bear the name of the existing streets; however, no other streets shall bear names which duplicate or nearly duplicate so as to be confused with the names of existing streets;
6. Reserve a minimum of one historical street name from the list on file in the Engineer's office, prior to the recording of Final Plat, as set forth in the Historical Street Name Resolution;

7. Take into account future development, including street and utility extensions;
8. Consider the implementation of traffic calming measures, which the City may require on a case-by-case basis.

7.02 PUBLIC SITES AND OPEN SPACES

7.02.01 Where a proposed park, playground, school, or other public use shown on any official adopted City, Township, County, or State plan or map is located in whole or in part in a subdivision, appropriate public agencies and governing bodies shall be given an opportunity to begin, within one year from the date of recording of the Final Plat, procedures to acquire said acreage.

7.03 STANDARDS

7.03.01 The United City of Yorkville “Standard Specifications for Improvements”, and the Yorkville Park Board “Park Development Standards” shall be incorporated herein, and shall apply to any and all development, not only subdivisions.

7.04 HALF-STREETS

7.04.01 Half-streets shall be prohibited, except where essential to the reasonable development of the subdivision, and in conformity with the other requirements of these regulations, and where the Plan Commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. A right-of-way width of not less than forty- (40) feet, and a pavement width of not less than twenty-two and one-half (22-½) feet, shall be required for the half-street. Where a half-street is adjacent to a tract to be subdivided, the other half of the street shall be platted and constructed within such tract. In cases where half-streets are accepted, the owner and subdivider shall be required to grade and improve the half-street, the same as all other subdivision streets.

7.05 ALLEYS

7.05.01 Alleys shall be provided in all commercial and industrial districts, except that the City may waive this requirement where another definite and assured provision is made for service access, such as off-street loading and parking consistent with, and adequate for, the uses proposed.

7.05.02 Alleys shall not be approved in residential areas, unless necessary because of topography or other exceptional circumstances.

7.05.03 Alley widths shall be not less than twenty-four (24) feet.

7.05.04 Dead-end alleys shall be prohibited.

7.06 STREET JOGS

7.06.01 Street intersection jogs with centerline offsets of less than one hundred, fifty- (150) feet shall be prohibited.

7.07 STREET INTERSECTIONS

7.07.01 Streets shall be laid out so as to intersect as nearly as possible at right angles. Proposed intersections at angles of less than eighty- (80) degrees shall not be acceptable.

7.08 BLOCKS

- 7.08.01 The length, width, and shapes of blocks shall be such as are appropriate for the locality and the type of development contemplated, but block length in residential areas shall not exceed on thousand, three hundred, and twenty (1320) feet, nor have less than sufficient width to provide two tiers of lots of appropriate depth between street lines, except that one tier of lots may back onto a limited access highway, railroad right-of-way, or major street, provided suitable screen-planting contained in a no-access reservation strip along the rear property line is provided.
- 7.08.02 Paved and fenced pedestrian crosswalks, not less than ten (10) feet wide, may be required by the Plan Commission through the center of blocks more than nine hundred (900) feet long, where deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, and other community facilities. Paving shall be three (3) inches of bituminous concrete surface course on ten (10) inches of compacted CA-6 base. Fencing shall be four (4) feet high, continuous chain-link fence on both sides of the walkway on an easement.

7.09 LOTS

- 7.09.01 All lots shall meet the minimum depth, width, and area requirements of the Zoning Ordinance.
- 7.09.02 The size, shape, and orientation of lots shall be appropriate for the location of the subdivision, and for the type of development and use contemplated.
- 7.09.03 Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for off-street service and parking facilities.
- 7.09.04 Fronting of residential lots onto State and County highways is prohibited. Also prohibited is the fronting of residential lots onto any proposed major thoroughfare or major collectors, as designated by the Comprehensive Plan. Subdivision entrances for residential uses, and/or major entrances for commercial, industrial, and institutional uses shall be located not less than thirteen hundred (1300) feet apart, center-line to center-line, unless topography or existing street locations dictate otherwise.
- 7.09.05 Excessive depth in relation to width shall be avoided.
- 7.09.06 All lots shall front or abut on a public street.
- 7.09.07 Side lot lines shall be substantially at right angles or radial to street lines.
- 7.09.08 Double frontage and reversed frontage lots shall be avoided, except where necessary to overcome specific disadvantages of topography and orientation, and where a limited access highway, railroad right-of-way, major street, or similar situation exists; in which case, double-frontage lots shall be provided with suitable screen-planting contained in a no-access reservation strip along the rear property line and the right-of-way. When deemed necessary by the Plan Commission, double-frontage lots shall have additional depth to further protect the proposed use from rear lot line traffic.
- 7.09.09 Subdivisions must include the entire parcel being divided, and may have no exceptions or exclusions; and shall not contain "leftover" pieces, corner, or remnants of land.
- 8.09.10 Lot widths shall be measured at the building setback line, and may be reduced ten (10) percent at the end of a cul-de-sac, providing the lot area meets the requirements of the Zoning Ordinance.
- 7.09.11 Corner lots shall have a buildable area equal to or greater than the smallest interior lot on the same block.

7.10 EASEMENTS

- 7.10.01 Easements shall be provided at the rear of all lots. Such utility easement shall be at least ten (10) feet wide on each lot, and normally centered upon the rear or side lot lines. Easements will be required for all storm water control facilities and for overflow routes. The City may require wider easements and easements at other locations to accommodate proposed utilities and to provide space for future utilities.
- 7.10.02 Easements shall be provided at the side of all lots, and shall be at least five (5) feet wide on each lot, immediately adjacent to the property line.
- 7.10.03 Easements shall be provided along both sides of all right-of-ways, immediately adjacent and parallel to, said right-of-way. This easement shall be for utilities. Evidence shall be furnished to the Plan Commission that the individual utility companies have reviewed easements, and any easement provisions to be incorporated on the plat or in the deeds, or the organization responsible for furnishing the service involved.
- 7.10.04 Where a watercourse, drainage channel, stream, or other body of water traverses a subdivision, appropriate dedications or easement provisions, with adequate width or construction to accommodate observed, computed, or anticipated storm water drainage through and from the subdivision, shall be made. The width of the easement shall be dependent on the area of land drained by the watercourse, and wide enough to allow access for construction and maintenance equipment.
- 7.10.05 Screen-planting easement(s) may be required in accordance with the Landscape Ordinance. If said easement is to also be used for public utilities, only such plant materials that have an ultimate growth not exceeding fifteen (15') feet shall be used.

SECTION 8.00 – REQUIRED IMPROVEMENTS**8.01** IMPROVEMENT REQUIREMENTS PRIOR TO FILING FINAL PLAT

- 8.01.01 Upon approval of both the Final Plan and the plans and specifications for the required subdivision improvements by the Plan Commission, Director of Public Works, and the City Engineer, and upon approval of the appropriate agencies as evidenced by State and County permits, where required, the subdivider shall construct and install the required subdivision improvements prior to filing the Final Plat with the Plan Commission for final approval. If construction does not begin within four (4) years of Final Plan approval, the subdivider may be required to revise the plan to comply with new City requirements.

8.02 SUBDIVISION SECURITIES

- 8.02.01 In lieu of construction on 8.01 above, the subdivider shall post with the City of Yorkville, a construction guarantee in the form of an Irrevocable Letter of Credit or irrevocable bond, payable to the United City of Yorkville, sufficient to cover the full cost, plus ten (10) percent, of the required improvements, as estimated by the engineer employed by the subdivider and approved by the City Engineer, to assure the satisfactory installation of required improvements as outlined in this Section, and contained in the approved plans and specifications. A Surety shall issue the Bond or Letter of Credit posted or Bank recognized by the State of Illinois, and approved by the City Attorney, and shall carry a rating sufficient to cover the cost of construction. The subdivider shall use the standard Bond Form or Letter of Credit Form used by the City of Yorkville. Construction guarantee shall not be reduced to below fifteen (15%) percent of the approved engineer's estimate prior to acceptance of the public improvements by the City. The construction guarantee shall not expire for at least one year. Subsequent renewals of the construction guarantee shall also be for a period of at least one year.

8.03 CONSTRUCTION WARRANTY

8.03.01 The subdivision irrevocable bond or Letter of Credit shall be released after an appropriate City Council Resolution accepting the improvements for public ownership. This subdivision Letter of Credit will not be released until a one-year Maintenance Bond or Letter of Credit is posted with the City Clerk for ten (10) percent of the Land Improvement cost, to ensure that any and all improvements will properly function as designed, with no defects after the City Council formal acceptance.

8.04 PROCEDURE

8.04.01 Not more than ten (10) months after Preliminary Plan approval, four (4) copies of the proposed final plans and specifications, engineer's estimates prepared and sealed by a professional engineer currently registered with the State of Illinois, and Subdivision Bond or Letter of Credit, shall be filed with the City Engineer, and shall provide all necessary information for the following, as applicable:

1. Streets;
2. Curbs and gutter;
3. Storm drainage, including storm sewers and storm water detention, building storm drains (footings, roof, etc);
4. Comprehensive drainage plan, including grades of surface drainage ways;
5. Sanitary sewerage system;
6. Water supply and distribution;
7. Public utility locations;
8. Street lights;
9. Sidewalks
10. Street signs, guard rails, and other special requirements;
11. Parkway trees; and
12. Payment in full of all City fees.

8.05 CONSTRUCTION AND INSPECTION

8.05.01 Written notice to proceed shall be obtained from the City Engineer prior to beginning any work covered by the approved plans and specifications for the above improvements. Authorization to begin work will be given upon receipt of all necessary permits, including all culvert permits required when proposed new or changed subdivision roads intersect any presently-existing road, and work must proceed in accordance with construction methods of Sections 8.05 through Section 8.16, and the City's Standard Specifications for Improvements.

8.05.02 Construction of all improvements required by this Ordinance must be completed within two years from the date of approval of the Final Plat, unless good cause can be shown for granting an extension of time.

8.05.03 The sub-divider shall pay all expenses incurred by the City of Yorkville to provide field inspections and testing of all construction work and materials before, during, and after construction.

8.05.04 On-street parking during build-out of the development shall be limited to one side only of all streets. In general, parking will not be allowed on the side of the street where fire hydrants are located. The developer shall post signage, as required by the Yorkville Police Department.

8.05.05 Dumpsters, work trailers, and construction materials shall not be stored or located in roadways or public right-of-ways at any time, without exception.

8.06 AS-BUILT PLANS

8.06.01 After completion of all public improvements, and prior to final acceptance of said improvements, the subdivider shall make, or cause to be made, a map showing the actual location of all valves, manholes, stubs, sewer and water mains, and such other facilities as the Director of Public Works shall require. This map shall bear the signature and seal of an Illinois Registered Professional Engineer. The presentation of this map shall be a condition of final acceptance of the improvements, and release of the subdivision Bond or Letter or Credit, assuring their completion. The coordinate system for As-Built drawings shall be NAD27 Illinois State Planes, East Zone, US Foot (IL-E). The "as-built" plans shall be submitted on reproducible Mylar, and also on computer diskette in a format acceptable to the City.

8.07 SURVEY MONUMENTS

8.07.01 Permanent and any other monuments required in this Ordinance shall be installed prior to the approval of the Final Plat.

8.08 ACCEPTANCE OF DEDICATION, IMPROVEMENTS

8.08.01 Final acceptance of the dedication of open space or other public areas shall mean the responsibility for the maintenance of the same. Approval of the Final Plat does not constitute final acceptance.

8.08.02 Approval of the Final Plat shall be dependent upon presentation of proof of responsibility for the maintenance of all community improvements.

8.08.03 All public improvements shall be accepted only by Resolution of the City Council, after a formal Petition for approval has been submitted by the subdivider to the City Clerk. Such Petition shall be filed after completion of the public improvements. The City Engineer and the Director of Public Works shall, within thirty (30) days from receipt of such Petition, make recommendations in report form to the City Council. All Petitions shall be acted upon by the City Council within thirty- (30) days from receipt of such recommendations of the City Engineer and Director of Public Works. A Maintenance bond will then be required in the amount of ten (10) percent of the cost of the Land Improvements, as specified in this Ordinance, after City Council acceptance.

8.09 STREETS

8.09.01 Street improvements shall be installed by the developer, shall be in accordance with the table of minimum standards herein, and in accordance with the City's Standard Specifications for Improvements. Right-of-ways at intersections shall have a twenty-five (25) foot radius or chord where right-of-way lines intersect.

8.10 SIDEWALKS

8.10.01 Concrete sidewalks shall be installed by the developer within all subdivisions, on both sides of the street or roadway, to a minimum width of five (5) feet, as specified in the City's Standard Specifications for Improvements.

8.11 STREET LIGHTING

8.11.01 A complete, functioning street light system shall be installed by the developer, at his expense, in all subdivisions as specified in the City's Standard Specifications for Improvements.

8.12 SIGNAGE, GUARD RAILS, AND LANDSCAPING

- 8.12.01 Street signs of the quantity and type approved by the Director of Public Works shall be installed at each intersection, and shall indicate the street names as shown on the Final Plat. The City shall order and install the street name signs. The subdivider shall reimburse the City for said cost. The subdivider shall also supply and install regulatory and warning signs, as directed by the Yorkville Police Department.
- 8.12.02 Steel plate beam guardrails shall be placed along the shoulder of any street, where street construction has resulted in an embankment greater than six (6) feet in height.
- 8.12.03 All areas of street right-of-way that are not paved shall be seeded or sodded. Provisions shall be made to assure the growth of all landscaping.
- 8.12.04 All improvements herein shall be as specified in the City's Standard Specifications for Improvements.

8.13 STORM WATER DRAINAGE

- 8.13.01 Surface water drainage improvements consisting of storm sewers and/or open channels, inlets, catch basins, manholes, and/or detention facilities, shall be designed and constructed to adequately drain the area being developed, and also all of such other areas that naturally drain through the area being developed.
- 8.13.02 If the surface water drainage will be changed by the construction of the subdivision, adequate provision shall be made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and such surface waters shall not be deposited on the property of adjoining land owners, in such a manner as to cause erosion or other damage.
- 8.13.03 Designed planning of surface water drainage facilities shall be performed by, or under the supervision of, a Professional Engineer, registered in the State of Illinois. The storm water drainage system shall be as specified in the City's Standard Specifications for Improvements.
- 8.13.04 It will be the homeowner's responsibility to maintain any drainage course across his property, and to keep it free from features that restrict natural drainage.

8.14 SANITARY SEWER SYSTEM

- 8.14.01 All subdivisions and units therein shall be required to provide connection to the sanitary sewer system, including required sewer extensions off-site, to the sizes and depths as required by the City. The sanitary sewers shall be extended to the far boundaries of the development, as directed by the City. All costs of these improvements will be borne by the developer. The sanitary sewer system shall be as specified in the City's Standard Specifications for Improvements.

8.15 WATER SYSTEM

- 8.15.01 All subdivisions and units therein shall be required to provide connection to the United City of Yorkville's public water supply system, including required water main extensions off-site, to the sizes required by the City, and all costs shall be borne by the developer. All developments must provide a looped, double-fed water system, and extensions to the boundaries of the development, as directed by the City, shall also be included in the water system, to be funded by the developer. The water system shall be as specified in the City's Standard Specifications for Improvements.

8.16 OVERSIZING OF UTILITIES

- 8.16.01 When, in any subdivision, now within the City, or within one and one-half (1 ½) miles of the City limits, which normally would require a certain size water main, sanitary sewer, and/or storm sewer, but which for the purpose of complying with the plan of development of the City's Comprehensive Plan, to provide adequate utilities, not only to the particular subdivision, but also to subdivisions which in the future may become a part of the City, and where the City Engineer and the Director of Public Works have determined that water and/or sewer mains of a larger diameter are required, then the City Engineer or the Director of Public Works shall inform the subdivider, builders, and developers of the subdivision by a written notice of that fact, and require them to install such oversized utilities and at the same time, in said notice, inform them of the size(s) to be installed.
- 8.16.02 Watermain shall be considered oversized if it is larger than the size needed to supply the required fire flows of the development, not the minimum pipe size allowed by ordinance. The required fire flow rate for all residential areas shall be 1500 gpm. The required fire flow rate for commercial and industrial areas shall be 3250 gpm. The required fire flow rate within five hundred feet of a school site shall be 3375 gpm.
- 8.16.03 Upon being so notified as provided for in this section, no subdivider, builder, or developer shall install any utility in such subdivision of any size other than that specified to him by the aforesaid notice.
- 8.16.04 At such time as the installation of said oversized utilities shall have been completed in accordance with the plans and specifications submitted to the City of such installation, and also in accordance with the notice specified in this Section, and all such installations shall have been inspected and approved by the City as provided for by the Ordinances of the City of Yorkville, then the City may enter into an agreement to allow the developer to recover the difference of the cost at current prices, as of the time of said installation, between the development's required utilities which were originally planned to be used, and the cost of the oversized utilities which the City directed to be used. Said agreement may be in the form of a recapture agreement, cash payment(s), rebates of fees to the developer, or some other consideration as may be approved by the City Council.

SECTION 9.00 – ADMINISTRATION**9.01** BUILDING PERMIT

- 9.01.01 No building permit shall be issued for the construction of any building, structure, or improvement to the land, or any lot within a subdivision as defined herein, which has been approved for platting or re-platting, until all requirements of this Ordinance have been fully complied with. In no case will a building permit be issued until all fees have been paid, a grading plan approved, an "all-weather" road in place to serve this property, along with functioning drainage facilities, water system, and sanitary sewer system. Exceptions may be made for model home units.

9.02 CERTIFICATE OF OCCUPANCY

- 9.02.01 A certificate of occupancy may be issued for the use of any structure within a subdivision approved for platting or re-platting provided that all required utilities have been installed and are capable of servicing the subdivision, all roadways have the bituminous binder laid, and mutual agreement between the City Engineer and the Building Code Official has transpired. The final grading plan must be submitted and approved prior to a Certificate of Occupancy.

9.03 VARIATIONS

- 9.03.01 Where the Zoning Board of Appeals finds that extraordinary hardships or particular difficulties may result from the strict compliance with the Ordinance, the Zoning Board of Appeals is hereby empowered to consider such matters after receiving written application from the subdivider. If applicable, the Zoning Board of Appeals may recommend, in writing, to the City Council, variations or exceptions to the regulations, subject to specified conditions, so that substantial justice may be done and the public interest secured, provided that such variations or exceptions shall not have the effect of nullifying the intent and purpose of this Ordinance or the Comprehensive Plan.
- 9.03.02 The standards and requirements of the Ordinance may be modified in the case of large-scale developments when the Zoning Board of Appeals finds that a plan and program for a new village, complete community, shopping center, industrial park, or neighborhood unit provides adequate public open spaces and improvements for circulation, recreation, and service needs of the tract when fully developed, and which also provides such covenants or other legal provisions to assure conformity and achievement of the plan.
- 9.03.03 The Zoning Board of Appeals shall not recommend variations or exceptions to the regulations of this Ordinance unless it shall make findings based upon the evidence presented in each specific case, that:
1. Due to the particular physical surroundings, shape, or topography conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;
 2. The conditions upon which the request for a variation is based are unique to the property for which the variation is sought and are not applicable, generally to other properties within the same zoning classification;
 3. The alleged hardship was not created by any person presently having an interest in the property;
 4. The granting of the variation will not be detrimental to the public safety, health, welfare, or interest to other properties or improvements in the neighborhood in which the property is located.
- 9.03.04 Variation requests that affect surrounding properties under the circumstances below shall not be approved:
1. Impairment of an adequate supply of light and air to adjacent properties;
 2. Substantial increase in the traffic congestion in public streets;
 3. Increase the danger of fire;
 4. Endanger the public safety;
 5. Significantly diminish or impair property values within the neighborhood; or
 6. Noncompliance with the spirit of intent of the restrictions imposed by the Zoning Ordinance.

SECTION 10.00 – AMENDMENT

10.01 INITIATION OF AMENDMENT

- 10.01.01 The Mayor and City Council, the Plan Commission, the Zoning Board of Appeals, or any resident of the City of Yorkville, or any person residing within 1½ miles of the corporate limits of the City, may propose amendments.

10.02 PROCESSING APPLICATION FOR AMENDMENT

- 10.02.01 An application for an amendment shall be filed with the City Clerk. The application shall be accompanied by such plans or data, and such other information, as specified by the Plan Commission, and shall include a statement, in writing, by the applicant and adequate evidence showing that the proposed amendments will conform to the standards set forth herein. Copies of such application shall be forwarded by the City Council to the Plan Commission with the request to hold a public hearing.
- 10.02.02 Publication: The City Clerk shall cause a notice of time, place, and purpose of such hearing to be published in a newspaper published within the City of Yorkville, not more than thirty (30) days nor less than fifteen (15) days in advance of such hearing.
- 10.02.03 Hearing on Application: Upon receipt in proper form of the application and statement referred to above, the Plan Commission shall hold at least one public hearing on the proposed amendment. However, the Plan Commission may continue from time to time the hearing without further notice being published.
- 10.02.04 Findings of Fact and Recommendation of the Plan Commission: Within forty-five (45) days after the close of the hearing on a proposed amendment, the Plan Commission shall make written findings of fact, and shall submit same, together with its recommendations to the Mayor and City Council.

10.03 DECISIONS

- 10.03.01 The Mayor and City Council, upon receiving the recommendation of the Plan Commission, may grant or deny any proposed amendment in accordance with applicable Illinois Statutes, or may refer to the Plan Commission for further consideration.
- 10.03.02 If a recommendation submitted by the plan Commission to the City Council for a proposed amendment is not acted upon by the City Council within forty-five (45) days of the date upon which such application is received by the Mayor and City Council, it shall be deemed to have been approved.

SECTION 11.00 – FEE SCHEDULE

11.01 LAND CASH CONTRIBUTIONS

- 11.01.01 Sub-dividers shall comply with any School and/or Park Land-Cash Ordinance in effect at the time of Final Plat approval. The City may require that all or part of the park cash contribution be paid prior to recording any Final Plat of Subdivision of a development.

11.02 FEES

- 11.02.01 Before the Plan Commission approves the Final Plat, the subdivider shall pay to the United City of Yorkville, all fees, reimbursements, and/or deposits due at that time for any of the Subdividers' developments in the city.

SECTION 12.00 – VIOLATION, PENALTY, ENFORCEMENT

- 12.00.01 Any person, firm, or corporation who violates, disobeys, omits, neglects, refuses to comply with, or who resists enforcement of any of the provisions of this Ordinance shall be fined not less than fifty dollars (\$50.00), nor more than two hundred dollars (\$200.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
- 12.00.02 The City Engineer is hereby designated and authorized to enforce this Ordinance. However, it shall also be the duty of all officers, citizens, and employees of the City, particularly of all members of the Engineering, Police, and Public Works Departments, to assist the City Engineer in reporting to him any new construction, reconstruction, improved land uses, or upon any apparent violation.

SECTION 13.00 – REPEALER

- 13.00.01 All Ordinances or parts thereof conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 14.00 – SEVERABILITY

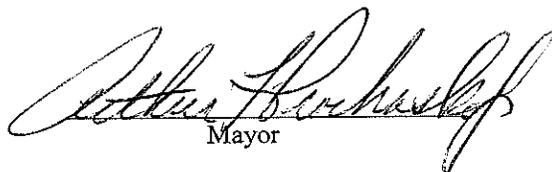
- 14.00.01 If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the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

SECTION 15.00 - EFFECTIVE DATE

15.01 This Ordinance shall be in full force and effect from and after its due passage, approval, and publication, as provided by law.

Passed and approved by the Mayor of the United City of Yorkville, Kendall County, Illinois,

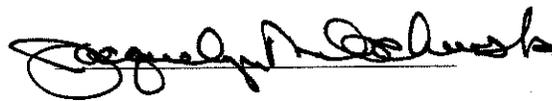
This 28 day of Sept, 2004.


Mayor

Passed and approved by the City Council of the United City of Yorkville, Kendall County, Illinois,

This 28 day of Sept, 2004.

ATTEST:


City Clerk

SEAL

RICHARD STICKA

11

VALERIE BURD

11

MARTY MUNNS

11

JOE BESCO

11

WANDA OHARE

11

LARRY KOT

11

PAUL JAMES

11

ROSE SPEARS

11

RESOLUTION FOR THE
UNITED CITY OF YORKVILLE
STANDARD SPECIFICATIONS FOR IMPROVEMENTS

Resolution No. 2004-39

These Standards apply to all infrastructure improvements, and may be modified as needed upon the advice of the City Engineer for special identified situations or conditions. All contractors shall give the City Engineer's office a minimum 48-hour notice of all work and of all required approvals. Failure to obtain these required approvals will require extensive testing, removal and replacement, and a ban for a minimum of one year, from working on the City's right-of-way. Subdividers that have been unfaithful in previous City agreements or developments, or who owe the City payments, will not be allowed to have work performed for them within the public right-of-way. Resident engineering inspection shall be provided through the City Engineer's office, and all such costs shall be charged to the developer by the United City of Yorkville. Required written approvals will not be given until outstanding bills are paid in full. The developer's improvement Letter of Credit or other subdivision securities will also be liable for all such costs. The developer shall be responsible for layout and staking engineering, as well as for record drawings by a registered Professional Engineer. These Specifications for Improvements shall become a part of each and every project approved by the United City of Yorkville, and no other specifications will take precedence.

All improvements included in the United City of Yorkville's Standard Specifications for Improvements, unless noted herein, shall conform to the latest editions of the State of Illinois "Standard Specifications for Road and Bridge Construction", the "Manual on Uniform Traffic Control Devices", and all amendments thereto. These documents shall be considered as included within the City of Yorkville Standard Specifications for Improvements, and in the case of a conflict of requirements, the most stringent shall apply.

Prior to starting construction of any project, the developer shall attend a pre-construction meeting and bring a representative from each contractor, a list of all contact persons that can be reached at any time, and a complete schedule of all work to be performed.

No work is to start until the City Engineer and the City Administrator have approved the engineering plans, and the pre-construction meeting has been held. The City Engineer must approve any changes to the approved plans in writing. The City Engineer or a representative will, upon discovery of improper material or installation practices, issue a written document to the contractor, stating that failure to stop and correct such deficiencies will result in the City's refusal to accept such improvements or to issue any further building permits, or to perform required inspections.

The subdivider shall obtain and keep in force insurance coverage for Worker's Compensation, and Employer's Liability, Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability, as described in IDOT's "Standard Specifications for Road and Bridge Construction". The United City of Yorkville shall be named as an additional insured. The insurance coverage shall remain in effect until the City accepts the entire development.

The City will not consider acceptance of the public improvements in a development until it is at least fifty (50) percent built out, or three years after the roadway binder course is paved, whichever is sooner.

Blasting will not be allowed.

ROADS

All roadways shall conform to the Illinois Department of Transportation (hereinafter termed IDOT) "Standard Specifications for Road and Bridge Construction", unless modified herein. Horizontal and vertical geometric for right-of-ways and roadways shall conform to the City Standards, listed in Figure 2.

Surface course must not be placed until at least seventy- (70%) percent of the adjacent, private improvements are in place. However, in no case shall the surface course be placed until the binder course has been in place for at least one full winter season. In no case shall the surface course be delayed more than three (3) years after the binder course has been installed.

The subgrade shall be graded and compacted to a hard, uniform surface, matching the slopes of the surface course. It shall have no rutting and shall completely drain to the outer edges. It shall be proof rolled by the contractor with a fully loaded (gravel) 10-cubic yard dump truck and witnessed by and approved in writing by the City Engineer's representative (hereafter termed City Engineer) before proceeding to build the roadway. All unsuitable subgrade shall be removed and replaced with compacted, stable clay material or shall be replaced with compacted CA6 limestone on an approved, non-woven roadway fabric (6.5 oz. minimum). Other geo-grids may be required for certain conditions. All bituminous mixtures shall be delivered and handled so that the bituminous mixture immediately behind the paver screen is at or above 270 degrees F. All asphalt delivered to the project shall be covered when the temperature is at or below 70 degrees F.

All subgrades, other than approved granular subgrades, shall be completely covered with a subgrade fabric (Amoco 4551 or approved equal), with a full 18 inches of overlap. Subgrade Fabric shall also be used on lime-stabilized sub grades. It shall be placed neat and tight, without wrinkles, tears, or defects. Construction equipment shall not be allowed to drive on the fabric until it has a minimum of four inches cover of granular base material. The City Engineer shall approve in writing the subgrade fabric installation prior to placing base material. The subgrade fabric shall extend a minimum of twelve inches beyond the back of each curb.

In areas where undercutting of the subgrade is required, the bottom of the excavation shall be lined with a woven geotextile (Amoco 2002 or approved equal), and backfilled with CA-3 aggregate.

The aggregate base course shall be compacted to a minimum of 95% Modified Proctor and shall be free of all dirt and debris. The course shall be proof rolled, as described above, and witnessed by and approved in writing by the City Engineer before proceeding to build the roadway. A bituminous prime coat shall be applied to the aggregate base course prior to paving.

The bituminous concrete binder course shall be placed only upon the written approval of the City Engineer. All asphalt must be laid utilizing a good-quality, properly-functioning, tracked or wheeled asphalt laying machine, utilizing fully-automatic, electronic sensing control from a stringline for the initial course, and from a minimum fifteen (15') foot ski for all other lifts. The bituminous binder course shall be proof rolled as described above, and witnessed by, and approved in writing, by the City Engineer before proceeding with the surface course. All repairs must be made as directed by the City Engineer. All bituminous pavement patches shall be at least fifty (50%) percent thicker than the pavement being patched.

Also, the binder course shall be bump tested by the contractor, and witnessed by the City Engineer, and all areas exceeding one-half inch (1/2") bumps, including header joints and any patch joints, shall receive a leveling course prior to surfacing. Areas of excessive patching will automatically receive a level course prior to surfacing. Prior to any leveling course or surface course, the streets shall be flushed clean and free of all dirt and debris. A bituminous tack coat will be required. Minimum temperature requirements for laying asphalt will be 5 degrees F higher than that allowed by IDOT specifications.

The bituminous concrete surface course shall be placed only upon the written approval of the City Engineer. All asphalt must be laid utilizing good-quality, properly functioning, tracked or wheeled asphalt laying machine, utilizing fully automatic, electronic sensing control from a minimum 15-foot ski. The surface course shall be bump tested by the contractor, and witnessed by the City Engineer. All bump test penalties specified by IDOT specifications shall be quadrupled, and areas that have an excessive amount of one-half inch (1/2") bumps shall be completely removed and replaced, not just the bump itself. Minimum temperature requirements for laying bituminous surface course will be five (5) degrees F higher than that allowed by IDOT specifications. The surface elevation of the asphalt at the concrete gutter shall be ¼ inch higher than that of the adjacent concrete. All streets shall have a cross slope of 2% from the centerline to the concrete curb.

Areas of segregated binder course and/or surface course shall be removed and replaced at the direction of the City Engineer. Segregated asphalt is the uneven distribution of coarse and fine materials in the asphalt characterized by pavement textures different from the surrounding material, and can usually be seen by the naked eye.

Pavements constructed from Portland Cement Concrete shall be designed in conformance with American Concrete Pavement Association Publications IS 184P and IS 061P, as amended.

Combination concrete curb and gutter will be required on all roadways. All curb and gutter shall be placed on an aggregate base with a minimum thickness of four inches, but in no case shall the curb and gutter subgrade be higher than one inch below the adjacent roadway subgrade. The height of the gutter flag shall be ten (10") inches, unless directed otherwise by the City Engineer. As noted previously, the roadway subgrade fabric will extend over the curb and gutter subgrade, and beyond by a minimum of twelve (12") inches. The concrete curb and gutter shall be reinforced with two #4 deformed bars, placed three (3") inches from the bottom, spaced twelve (12") inches apart, centered on the total width of the curb and gutter. Machine-placed concrete curb and gutter is to be utilized wherever practical, utilizing a minimum Class X concrete, and a five (5%) percent minimum air-entrainment. Plastizers will be allowed, but chlorides will not. An approved spray-on curing compound with red fugitive coloring shall be applied immediately after finishing, and a sealer, WR Meadows TIAC, or approved equal, shall be applied after seven days. The resident engineer shall be notified of these applications, and proof of purchase, with material specifications, will be required. The concrete curb and gutter shall have the required slip bar expansion joints, and ¼ inch deep sawed contraction joints will be required every 15-20 feet, within 24 hours after each pour. Minor honeycombing on the two outer, vertical surfaces will be allowed, but they must be patched in an approved manner, and witnessed by the City Engineer, prior to backfilling. The clay backfill behind the curb shall be placed and compacted prior to placing aggregate base course.

Roadway extensions and stubs will be required as part of the development, with full improvements where needed, for future growth. Additional lanes, access improvements, traffic signalization, etc., may be required, at the developer's expense. The developer shall reimburse the City for two of each street name and regulatory signs and posts required, and the City will install them. All signs shall be high-intensity, as approved by the Director of Public Works. All pavement markings shall be thermoplastic. The developer shall reimburse the City for the cost of replacing any signs that are missing, stolen, or damaged prior to final acceptance.

The developer, to comply with these Standard Specifications for Improvements, shall improve existing roadways running through, or adjacent to, the development.

Half-streets are discouraged, but where they are necessary, on advice of the City Engineer, the minimum width street will be twenty-four (24') feet from the edge of pavement to the back of curb, on the development side of the roadway. Street lighting, sidewalk, and landscaping on the development side will be required. Temporary tee turn-arounds will be required on all streets stubbed for future roadway extension, as recommended by the City Engineer, and shown on the Final Plat. Paving for the tee will extend from right-of-way line to right-of-way line, to a length of fifteen (15') feet, and two radii of fifteen (15') feet. The pavement beyond the road edge shall be three (3") inches of bituminous concrete surface course, on a ten- (10") inch CA6 aggregate-compacted base, with pavement fabric. Concrete curb and gutter will not be required around the tee, and sidewalk will not required through the tee. The developer extending the street in the future shall remove the excess paving and base, place topsoil, and seed the area disturbed, construct the additional curbing so that the curb and gutter is continuous and uninterrupted from one development to another, and resurface for a distance of thirty (30') feet, including header joints, as approved by the City Engineer.

When a development includes construction along State and County highways, or other heavily traveled road, the developer shall post advance-warning signs. The developer shall consult with the Yorkville Police Department concerning the types and locations of signs, and shall obtain a permit from the appropriate jurisdictional agency prior to erecting the signage.

The City may require the roadway design to include traffic-calming measures. These measures may include, but not be limited to, curvilinear roadway layout, landscaping beyond the requirements of the Landscape Ordinance, traffic tables, and fog lines.

If a development includes the construction or modifications of traffic signals, the new signals shall be designed to have light-emitting diode (LED) lights. The traffic signal shall also have a battery backup device.

All new roadways shall be designed in accordance with IDOT Circular 95-11, or the most recently adopted IDOT standard for the design of flexible and full-depth bituminous pavements. The following minimum design criteria shall be used when applying the design method:

Design period = 20 years	Class II Roadway
Traffic Factor Equations for 80,000 lb. Vehicles	2.0% traffic growth rate
AC viscosity of AC-20	Subgrade Support Rating of Fair

Local Residential Roadways

Local Residential Roadways are intended to carry an average daily traffic (ADT) volume of less than 1000. The right-of-way width shall be 66 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 2.5 inches in thickness. The aggregate stone base shall be 10 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of thirty feet from back of curb to back of curb (B-B). The street radius for all intersecting streets shall be a minimum of thirty feet to the back of curb. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Estate Residential Roadways

Estate Residential Roadways are intended to carry an average daily traffic (ADT) volume of less than 1000. The right-of-way width shall be 70 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 2.5 inches in thickness. The aggregate stone base shall be ten inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadway surface shall be 28 feet wide with two 12.5-foot wide through-lanes. The lane edges shall be striped with a four-inch thermoplastic pavement marking. The roadway up to and including the aggregate stone base shall be 32 feet wide to provide a 2-foot wide aggregate shoulder (nominal thickness of at least 12 inches), and also to allow for future widening. Mailbox turnouts will be paved, using driveway specifications to determine thickness.

Minor Collector Roadways

Minor Collector Roadways are intended to carry 1000-2500 ADT. The right-of-way width shall be 70 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 4.5 inches in thickness. The aggregate stone base shall be 12 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of 34 feet B-B. The street radius for all intersecting streets shall be a minimum of thirty feet to the back of curb. Minor collector roadways may provide direct access to adjacent private lots. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Collector Roadways and Commercial/Industrial Roadways

Collector Roadways are intended to carry 2500-12,000 ADT. The right-of-way width shall be 80 feet. These design standards shall also apply to all roadways directly serving commercial or industrial zoned areas. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 4.5 inches in thickness. The aggregate stone base shall be 12 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of 39 feet B-B. The street radius for all intersecting streets shall be a minimum of 40 feet to the back of curb. Collector roadways shall not provide direct access to adjacent lots in residential-zoned areas. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Major Collector Roadways

Major Collector Roadways are intended to carry more than 12,000 ADT. The right-of-way width shall be 100 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of six inches in thickness (2 lifts required). The aggregate stone base shall be 16 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-7.18 combination concrete curb and gutter to a width of 51 feet (four 12-foot lanes) B-B. The City Engineer may require an additional 12-foot center turn lane, as deemed appropriate. The street radius for all intersecting streets shall be a minimum of 50 feet to the back of curb. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

An alternative bituminous base course may be approved by the City Engineer, and B6-18 or B6-24 combination concrete curb and gutter may be required, based upon specific site drainage needs.

Boulevards

Boulevard-style roadways shall have a minimum width of 28 feet B-B for approaches to intersections. The minimum pavement width in other areas shall be 20 feet B-B.

SIDEWALK

Non-reinforced, concrete sidewalks will be required on both sides of all roadways. They shall be a minimum of four (4') feet wide where four (4') feet wide walks now exist, and five (5') feet wide in all other locations. All sidewalks shall be five (5") inches in thickness. They will be a minimum of six (6") inches in thickness across driveway approaches. All sidewalks shall have an aggregate base of CA 7, with a minimum thickness of two inches (five inches across driveway approaches). All concrete shall be Class X, with a minimum of five (5%) percent air-entrainments. Sidewalks shall slope two (2%) percent towards the street. Approved curing and sealing compounds are required, as specified previously for concrete curb and gutter. The back of the sidewalk shall be placed twelve (12") inches from the right-of-way line, unless directed otherwise. The sidewalk shall have a light broom finish. Formed contraction joints are required, at a spacing of five (5') feet. Expansion joint material, one-half inch in thickness, and full-depth, shall be placed every 100 feet. The subgrade for the sidewalk shall be uniform, neat, and compacted to a minimum 90% modified proctor.

Spalling or chips will not be allowed to be patched. All such areas will be removed from contraction joint to contraction joint, and replaced. All sidewalks will be in place prior to acceptance of the public improvements by the City, which includes in front of vacant lots. These areas must be protected during future construction.

No sidewalks are required in Estate-residential subdivisions. However, in the event sidewalks are not provided, a paved trail that abuts every lot must be provided, that meets the City's standards, specifically a ten (10') foot width, with an exit and entrance identification, consisting of two (2") inches of asphalt on eight (8") inches of CA6 aggregate. Dedicated easements at least fifteen (15') feet wide must be provided for the trail.

DRIVE APPROACHES

Drive approaches must be constructed to one of the following:

1. Six inches, minimum of Class X concrete, with a minimum of five (5%) percent air-entrainment, over six inches minimum CA6 aggregate base over a 90% modified proctor compacted subgrade, with curing and sealing treatments, as specified above, under concrete curb and gutter. Expansion joint material, one-half (1/2") thick and full-depth, shall be installed at the curb and at the sidewalk.
2. Two inches, minimum of Class I bituminous concrete surface course, over a minimum base of eight (8") inches of CA6 aggregate over a 90% modified proctor compacted subgrade. The concrete sidewalk will be constructed through the drive approach, and any construction damage to the concrete sidewalk or curb will cause removal and replacement of those improvements. Drive approaches will not be constructed steeper than eight (8%) percent.
3. In Estate-residential subdivisions, all driveways must be paved with brick, asphalt, or concrete, and must have a concrete culvert with flared end sections. Culvert diameter shall be twelve (12") inches or greater, as required by the City.

PARKWAYS AND PARK SITES

All parkways, park sites, and other open spaces shall be landscaped and designed in accordance with the City of Yorkville's Landscape Ordinance and the Park Development Standards, as amended from time to time.

Any existing trees within a development deemed by the Parks Department and Public Works Department to be dead, dying, or of an undesirable species shall be removed by the developer. The developer shall not remove or cut down any trees without the prior consent of the Parks Department and Public Works Department, or as indicated in the approved landscape plan.

STREET LIGHTING SYSTEM

All streets shall have a complete street lighting system designed by a professional engineer. A street light will be required at all intersections, all curves, at all ends of cul-de-sacs, and at a maximum spacing of 300 feet. In Estate-residential subdivisions, street lights shall be required at intersections, and at a maximum spacing of 500 feet, with lights also placed at curves and at the end of dead-end streets. The poles shall be concrete with butt-type foundations. The City Engineer may require a streetlight to be placed at other points, as may be necessary in the public interest in unusual or special conditions. They shall be located at side lot lines, and on the opposite side of the street from the water main, wherever possible, and shall be set two feet from back of curb to face of pole. Occupancy permits cannot be issued until all streetlights in that phase of the development are installed, complete, and operational.

All exterior lighting of private property in new developments shall be designed, located, and mounted at heights no greater than twenty (20') feet above grade for non-cutoff lights, and forty- (40') feet above grade for cutoff lights. The lighting plan, photometrics, and shop drawings for lighting equipment shall be submitted prior to issuance of a building permit. Glare shall be minimized to the extent practical by orienting lights away from the public right-of-way and abutting properties, or by planting vegetation to provide screening. Exterior lighting shall be designed, located, and mounted so that the maximum illumination measured horizontally at the lot line does not exceed one (1') foot-candle.

Light Distribution: Luminaries of the Type II distribution as approved by the Illuminating Engineering Society (herein termed IES) shall be used, except at intersections where Type II or Type IV IES distribution shall be used. The City Engineer may designate the IES Type V distribution luminaries be used in the public interest under unusual or special conditions.

Individual Control: On individual control of lights, the photoelectric control shall be mounted on top of the luminaire.

Line Drop: Voltage drop shall be no greater than three (3%) percent from power supply to the last pole, with no wire size smaller than No. Six (6) Type RHH or RHW Underground Service Cable (USC). All streetlights shall operate at 120 volts, except for those on major streets.

Power Supply Location: Connection to the power supply shall be made to comply with Commonwealth Edison Company rules and regulations, as amended from time to time.

Conduit: All driveways, street, and sidewalk crossovers shall have two (2") inches of HD PVC conduit, used as raceways for underground cable.

Underground Cable: All underground cable shall be direct-buried cable, placed at a depth at least thirty- (30") inches below the normal finished grade. Three cables (Black, White, Green) shall be run from the pole to the power supply. Any underground cable broken more than once prior to Final Acceptance shall be replaced from the power source to the pole or from pole to pole.

Splices: All cable on the underground cable section shall be continuous, and no splicing shall be made underground. All necessary splices shall be made above ground level.

Underground Cable Location: Underground cable shall be installed in a trench not less than two feet from the back of the curb, except that in no case shall the underground cable be installed under the sidewalk.

Grounding: A copper-clad ground rod shall be placed at each pole. The rod shall be minimum 5/8-inch diameter, and ten (10') feet long.

Fusing: All underground feeders shall be fused at or below their rated capacity. Each standard shall contain in-line fuse holders, with proper fusing in series with each underground conductor to protect the luminaire located on that pole.

Maintenance Prior to Acceptance: Once streetlights are operational, the Yorkville Public Works Department shall perform normal maintenance, even though the Yorkville City Council has not accepted the streetlight system. Normal maintenance consists of investigating the cause of an outage, and repairing it if the cause is a burned out lamp, fuse, or photocell. All other repairs shall be referred to the developer. The cost of performing normal maintenance prior to acceptance by the Yorkville City Council shall be paid from a "Streetlight Normal Maintenance" deposit established by the developer prior to recording the Final Plat. The deposit shall be \$300.00 per pole, or other such amount, as may be determined by the Yorkville City Council, from time to time. If the deposit proves insufficient, the developer shall replenish the deposit within thirty- (30) days of written request by the City Engineer. The Yorkville City Council shall return any unused funds to the developer upon acceptance of the streetlight system.

Streetlight Standard and Bracket: Local streets shall use 906 B19-AD4, American Concrete Company pole and bracket, or approved equal. Luminaire shall be mounted 19'9" above the street, shall have a four-(4') foot arm. The pole shall be buried a minimum of five (5') feet below grade and backfilled with crushed CA6 limestone, watered, and compacted around the butt of the pole. The bracket is to be furnished with the pole.

The luminaire shall be a General Electric Company No. M2RR15S1N2AMS3F, or approved equal with the 1-1/4" side mount built-in ballast. The luminaries shall be fitted with General Electric Company "Lucalox" high-pressure sodium lamps LU 150/55/D, or approved equal, with GE Company ANSI specification "S55" high-pressure sodium ballasts (or approved equal) or American Electric 115 15-S-RN-120-R2-DA-4B.

Major Collector Streets: The lighting pole shall be Stress Crete E340-BPO-G, with Style 210 low rise tapered aluminum davit, or approved equals. The davit outreach length shall be eight (8') feet. The luminaire shall be mounted thirty- (30') feet above the street. The pole shall have an embedment depth of five (5') feet, and be backfilled with CA 6 limestone.

The streetlight system shall be operated through controller(s) in ground-mounted cabinets. The controller and luminaire shall operate at 240 volts. The controller shall be housed in a pad-mounted Type NEMA 3R enclosure. The exterior of the cabinet shall have a bronze tone powder-coat finish. The approximate dimensions of the cabinet shall be 42"H x 36"W x 12"D. A Com Ed meter socket shall be provided on the exterior of the cabinet.

The manufacturer or distributor shall guarantee streetlight standards, luminaries, ballast, lamps, and cables for their proper use, for one year, from the date of acceptance.

Testing: The subdivider shall manually trigger the photocell in order to have each street light burn continuously for at least 48 hours. During this burn test, amperage readings shall be taken, and must be within ten (10%) percent of the connected load, based on equipment ratings.

Parking Lot Lighting: Parking lots in areas zoned Business, Residential, or Office-Research, shall be provided with lighting necessary to achieve a minimum average of 2.0 foot-candles, as measured across the entire parking lot, and a maximum of 1.0 foot-candles, as measured at the adjoining property lines. Parking lots in areas zoned Manufacturing shall have a minimum average lighting intensity of one foot-candles, per square foot. Lighting shall be designed to avoid casting direct light or glare onto adjacent residential property.

STORM SEWER SYSTEM

A complete storm sewer system shall be required, consisting of closed conduits to an approved storm water storage system. All storm sewers within the public right-of-way and easements parallel to and adjacent to public right-of-way shall be reinforced concrete pipe (RCP), with a twelve (12") inch minimum diameter. Storm sewers in rear yards and side yards may be high-density polyethylene (H.D.P.E.) of a manufacturer and design, to be approved by the City of Yorkville. All roadways will have a system of inlets/catch basins, tied directly to the storm sewer. These storm water collection locations will be on both sides of the street, with a maximum longitudinal flow interval of 300 feet. All such collection points will be an inlet except the last structure before entering a storm sewer main shall be a catch basin with a two-foot sump. Catch basins or open-lid structures shall not be located over the sewer main. All backfill is to be a CA7 aggregate. All storm sewer roadway crossings from structure to structure must be backfilled with CA7 aggregate and completely encapsulated in an approved drainage fabric. In this manner, the curb subgrade, the storm crossings, and the inlets and catch basins create a roadway underdrain system for longer roadway life.

The City may require that storm sewers be constructed along the centerline of individual roadways at certain locations. Those locations shall normally be limited to within 100 feet of the lowest sag vertical curve of a roadway. Where these locations occur within a horizontal curve of the roadway, storm manholes shall be placed at the centerline of individual roadways.

If subgrade conditions are excessively sensitive to moisture or other special conditions, a capped, perforated, plastic underdrain may be required under the curb and gutter. All storm water conduits 12" diameter and larger shall be internally televised in color just prior to City acceptance, and shall be free of defects, sags, dirt, and debris. All non-RCP storm sewers shall also be mandrel tested (similar to sanitary sewer testing) just prior to City acceptance. All parking lots shall be drained internally, and directed by pipe to the storm sewer. Storm sewers shall extend to the limits of the development with proper sizing, as approved by the City Engineer, based upon current and future runoff conditions, to pick up and safely carry through the development any and all upstream bypass flows.

All new homes with basements or crawl spaces shall have a direct, underground conduit to the storm sewer system. Fill-in lots in areas with no storm sewer within 500 feet shall not be required to have this direct connection. Minimum depth of cover for these lines shall be 30 inches. All discharges shall have an approved automatic diverter valve immediately outside the house and a check valve inside the house. Multiple collection lines of four inch and six inch HD PVC will be allowed by an approved design. Terminal and junction points shall be at two-foot diameter precast concrete inlets with open-lid castings. The pipe from the house shall be a 2" minimum HD PVC with cemented joints. The connection to the storm sewer shall be through a neat, tight fitting, bored hole into the concrete pipe. After insertion of the sump pump discharge pipe into the concrete storm sewer pipe, the joint shall be sealed with hydraulic cement. In no case shall the sump pump discharge pipe extend beyond the inner surface of the concrete storm sewer pipe. Connections, however, shall be into a structure wherever practical.

Individual storm sewer services shall not be required in areas of the development where soil and ground water conditions indicate that sump pumps would run very infrequently. If the developer does not wish to install storm sewer services, he shall perform soil borings at regular intervals (300' to 400' grid typical) during the Final Plan preparation stage, to determine soil types and ground water elevations. Boring locations are subject to approval by the City. Each boring shall extend at least 20 feet below existing ground elevations and be referenced to the development benchmarks. If the boring logs show granular soil and also show ground water elevations at least five (5') feet below planned basement floor elevations, then individual storm sewer services shall not be required in that area of the development. During excavation of every basement in that area, the developer shall verify (with City representative present) that the granular soil and deep ground water conditions exist. If either condition is found not to exist at a building location, the developer shall construct a storm sewer service to that building, in conformance with these Standard Specifications.

The design of the storm water collection system shall be for a ten (10) year storm, running just full. The only exception to this is where the receiving storm water system has less capacity and here the new system of conduits shall be designed for a five (5) year event, running just full. The minimum velocity shall be 2.5 fps and the maximum shall be 8 fps. The storm sewer pipe shall have a minimum cover of three (3') feet. Storm sewer manholes shall be five (5') feet internal diameter, constructed of reinforced concrete, and shall be placed at a maximum spacing of 500 feet. Storm sewer manholes may be four (4') feet internal diameter when the largest sewer entering/leaving the manhole is 18" diameter, and the orientation of sewers connecting to the manhole is such that there is at least 12" of precast wall between the openings provided for sewers. The use of adjusting rings is limited in height to eight (8") inches. Inlet and/or catch basin frames and grates shall be Neenah No. 3015, East Jordan No. 7010, or approved equal. Whenever possible, castings for curb drains shall have a fish logo to discourage dumping of oils, pesticides, and other inappropriate items into the storm sewer system.

Where a continuous grade is carried across an inlet or catch basin casting, the open-vented cover shall be used, Neenah No. R-32868V, East Jordan No. EV-7520, or approved equal. All manhole castings shall be Neenah No. R-1030, East Jordan No. 105123, and Type B cover, or approved equal. All type B covers shall have "City of Yorkville" and "Storm" cast into the top, and shall be concealed pickhole type. All sections of the manholes shall be completely sealed and butyl rope, including the casting. Manholes shall no be allowed in the pavement, curb, gutter, or sidewalk. All flared end sections 15" or larger shall have grates.

In Estate residential developments, a ditch shall be required on both sides of the street, and shall have a minimum profile slope of one (1%) percent (side slope 4:1 on the street side, and 3:1 on the lot side).

For developments ten acres in size or larger, the developer may use computer-based methods to determine stormwater storage volumes. The specific method and parameters used in employing the method shall be subject to the approval of the City Engineer.

For developments less than ten acres in size, the storm water storage system shall be designed utilizing a Modified Rational Method, as described below:

1. $Q = (C_m) iA$, where a run-off co-efficient or C_a is calculated for the site based upon actual proposed surface coverage. C_m then equals 1.25 times C_a .
2. The following run-off co-efficient shall be utilized as minimums:

<u>Surface</u>	<u>C</u>
Grass	.50
Asphalt/Concrete	.98
Roof	1.00
Detention	1.00

3. The maximum release at the designated 100-year level is 0.15 cfs/acre. The City Engineer shall reduce this allowable release rate where the downstream accepting system is experiencing drainage problems such as the Elizabeth Street swale where all receiving discharges are limited to 0.10 cfs/acre. The outlet structure design shall address the two-year (0.04 cfs/acre) and the 25-year (0.08 cfs/acre) storm control, in addition to the 100-year event.
4. When depressional compensatory storage is provided by increasing the volume of a stormwater detention basin, the maximum allowable release rates of the basin shall be reduced, as directed by the City of Yorkville to approximate the pre-development release of the depressional area, and realize the full storage potential of the enlarged basin.
5. The minimum size restrictor shall be a four-inch by twelve-inch long HD PVC pipe. The design must be designed for easy maintenance and cleaning during a storm event. The discharge shall be directly to a downstream storm sewer if one is available within a reasonable distance. If not, the discharge will be to the surface, with approved energy dissipation and downstream erosion protection.
6. The rainfall intensities to be utilized are those established by the Illinois State Water Survey's Bulletin #70, as amended for the specific City of Yorkville area. In designating the required storm water storage volumes, the maximum value calculated using the various events should be utilized. See Figure 3 for a sample calculation.
7. The storm water storage areas must have containment for twelve inches of additional storm water storage, with an approved calculated overflow area at six inches above calculated 100-year elevation. This overflow shall have an erosion concrete curtain wall, with a minimum thickness of 8 inches, a minimum depth of three feet below grade, and a length to extend a minimum of four feet beyond the limits of the overflow on either end. This wall is not to be formed, but is to be trenched or excavated into natural soil, or into the compacted fill, and is to be finished flush to the ground.
8. Storm water storage areas shall be covered by an easement, including access thereto, such that should the owner not maintain said area as necessary, the City can cause such corrections and bill the owner, including any and all administrative costs.

9. The engineering plans shall have a full sheet dedicated to the soil erosion and sedimentation control requirements for the development, including silt fencing, straw bales, drainage fabric, etc. Failure to properly maintain this system may result in major storm sewer cleaning within the site and in the offset storm system. The City reserves the right to place a hold on all building permits and inspections if the soil erosion and sedimentation control plan is not properly maintained. Keeping the streets clean is part of this plan, and failure to do so will result in these actions. The developer shall establish a Street Cleaning deposit with the City of Yorkville, in the amount of \$5000.00. If the streets are not cleaned within 48 hours of a written request by the Director of Public Works, the City shall have the streets cleaned, and subtract that cost from the deposit. The developer shall replenish the deposit to the full amount if it falls to less than \$1000.00. The Yorkville City Council shall return any unused portion of the deposit to the developer upon acceptance of the streets.
10. The developer shall establish basins onsite where concrete ready-mix trucks must wash out after delivering their load. Signs shall be posted at each entrance to the development to warn truck drivers of the requirement to wash out at specific sites, and notify them of the fine for non-compliance (up to \$100.00 for each offense). Each entrance sign shall include a simplified map of the development, to show the locations of the washout basins in the development. A sign shall also be posted at each washout basin, to identify the site. The developer shall maintain all signs, basins, and appurtenances in good condition until the City accepts the public improvements.

Washout basins shall be located outside of the public right-of-way, parks, and all public utility easements. They shall be located in relatively low-traffic areas, and be at least fifty- (50') feet from storm drains, open drainage facilities, and watercourses, unless approved otherwise by the City Engineer. Basins shall have a minimum twelve (12") inch thick CA-3 aggregate approach of sufficient width over a woven geotextile fabric, to reduce tracking of mud onto roadways. The washout area shall be contained by an earthen berm, and be at least ten (10') wide by ten (10') long. The maximum depth of a washout basin shall be three feet. When the volume of a washout basin is 75% full, the developer shall remove the hardened concrete and transport it to a legal landfill. Burying waste concrete onsite shall not be permitted.

The developer shall incorporate the items necessary to comply with this requirement, as well as provisions for maintenance, onto the erosion and sediment control plan sheet. All signage, washout basins, and appurtenances shall be in place before the first building permit is issued.

11. The engineering plans shall have one or more full sheets dedicated to the Final Grading of the entire site. The minimum grade for all grass areas shall be two (2%) percent, except that swale areas may be at one (1%) percent if it is over an approved, piped underdrain. Slopes shall be shown with arrows at all locations from all break points. A grading plan on an 8-1/2" x 11" paper for the actual building must be submitted for each building permit submitted, and will become a part of the building permit. All top of foundation elevations will be a minimum of two (2') feet, and a maximum of three (3') feet above the street centerline elevation, measured at the center of the lot in question, unless the City Engineer directs otherwise, based on site-specific conditions. Drives must be at a minimum slope of two (2%) percent, and maximum slope of eight (8%) percent towards the curb flow line from the garage. When the forms for the foundation are ready to pour, a top of foundation elevation and location certification of a registered surveyor or engineer, as approved by the building inspector, is required prior to pouring the concrete into the forms. The tolerance here is 0.15 feet lower and 0.5 feet higher, and behind all applicable setback and easement lines.

12. Requests for an occupancy permit must include an as-built grading plan, signed and sealed by a registered land surveyor, showing the original, approved grades and slopes, along with the actual grades, just prior to the occupancy permit request. The actual grades must fall within a tolerance of 0.15 feet in order to receive an occupancy permit. Top soiling and seeding or sodding, if applicable, must be in place prior to the final grading plan. All City-incurred costs of reviewing these grading plans shall be the responsibility of the developer. Note that specific building codes, ordinances, and permitting procedures, which may be established by the United City of Yorkville, shall supersede these requirements.
13. General grading and landscaping of the storm water areas shall be designated according to the Park Development Standards, Landscape Ordinance, and these Standard Specifications. The City may require that storm water detention and retention facilities, as well as grading, landscaping, and stormwater collection systems, incorporate currently acknowledged Best Management Practices to improve storm water quality. These may include, but are not limited to, naturalized detention basins, bio-swales, low impact design standards, perforated storm sewer, designs that reduce the degree of connected impervious areas, designs that encourage infiltration of stormwater, etc.

Wet ponds shall have a maximum allowable depth of two feet between the normal water level and the high water level corresponding to the Ten-Year Frequency Storm. The City may require wetland-type plantings and appropriate grading around the perimeter of wet ponds.

The developer shall provide a soil report, prepared by a licensed professional engineer, to determine whether or not lake lining will be required. Vertical or nearly vertical edge treatment will require an approved method, allowing a child to easily climb out of the water.

Storm sewers discharging to a stormwater basin shall be designed such that the sewer invert at the discharge point is no lower than 6" below the normal water level of the basin, and the top of sewer is no lower than the ten-year high water level of the basin.

14. Storm water storage basins shall operate independently of any watercourse or water body receiving the discharge from the basins. Bypass flows from upstream areas should bypass the storm water storage facility, where practical. The entire development shall be examined under the premise that all storm sewers are blocked and full when a 100-year event occurs, and the development can pass these flows without flooding homes. All overflows are to be contained within the right-of-way, or where absolutely necessary, through special drainage easements. All buildings shall have the lowest water entry a minimum of 18 inches above the elevations determined for this bypass situation.
15. Storm water detention shall not be required under the conditions listed below. The City reserves the right to require detention on any parcel of land if special circumstances exist, and to require that sewer be constructed as necessary, to carry away the storm water.
 - a) Proposed development or re-development of the existing lots zoned single-family detached, or duplex residential, less than 2.5 acres in gross area.
 - b) Proposed development or re-development of existing lots zoned other than single-family detached or duplex residential, that are less than 1.25 acres in gross area.

WATER SYSTEM

1. All water mains shall be Class 52 ductile iron pipe, conforming to the latest specification requirements of ANSI A21.5.1. Mains shall be cement lined, in accordance with ANSI A21.4. Fittings shall conform to ANSI 21.10. Gate valves shall be resilient wedge type, conforming to the latest revised requirements of AWWA specification C509. All water mains are to be polyethylene wrapped. Main line valves 10" diameter and larger are to be installed in a vault. Smaller main-line valves shall either be installed in a vault, or have a Trench Adapter valve box, similar to those used at fire hydrants. No vaults or valve boxes shall be in the pavement or sidewalk.
2. Water services up to 3" diameter shall be type "K" copper, conforming to the latest revised specification requirement of ASTM B88. Minimum size for residential units shall be one inch in diameter. Corporation stops shall be McDonald No. 4701, Mueller H-15000, or Ford F-600. Curb stops shall be McDonald No. 6104, Mueller H-15154, or Ford B22-333m, with Minneapolis patten B-boxes, similar to McDonald N.5614 or Mueller H-10300.
3. Minneapolis type B-boxes shall be installed in the right-of-way, but not in the sidewalk or driveway.
4. Fire hydrants shall be one of the following:
 1. Clow F-2545 (Medallion)
 2. Mueller A-423 Super Centurian
 3. Waterous WB-67-250

Hydrants shall have a 5-1/4" main valve assembly, one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles, with national standard threads, a national standard operating nut, and above ground break flange. The installation of the hydrant shall conform to AWWA 600 standards. Auxiliary valve boxes shall either be Trench Adapter Model Six by American Flow Control, Clow F-2546 with F-2493 cover, or approved equal. For valve boxes other than those by American Flow Control, the box shall be attached to the hydrant barrel with grip arms, as manufactured by BLR Enterprises, or approved equal.

5. Inspections and Installation: All water mains shall be designed and installed in accordance with the Standard Specifications for Water Mains in Illinois. Upon completion, water mains shall be subjected to hydrostatic pressure test of 150-psi average for up to 4 hours. Allowable recovery shall conform to the Standard Specifications for Water & Sewer Main Construction in Illinois. The water operator in charge or person authorized by the water operator in charge shall be present during all testing. The developer shall use the pressure gauge supplied by the City for the test.
6. New water main shall be disinfected in accordance with AWWA standard C601. Water will be tested to assure that 50 mg/l of CL₂ is in disinfected water. Sampling shall be taken by water operator in charge or persons authorized by the water in charge. Water must pass two consecutive days of sampling tests by a state approved lab.
7. Water mains shall be minimum eight inches internal diameter, with a cover of five feet, six inches below finished grade. Watermain stubs to hydrants shall be at least six inches internal diameter. City water mains and hydrants shall be placed of the North and West sides of the streets, unless approved otherwise the City Engineer. Valves shall be installed each second consecutive hydrant, at intersecting lines, and other locations as required, such that a minimum number of services will be affected during a main isolation.

Fire hydrants shall be installed throughout the subdivision at each intersection and at intervals not exceeding the requirements of two fire hydrants serving any point of any building, or 300 feet along the roadway, whichever is more stringent. Special conditions may dictate a closer spacing, as approved. Fire hydrants shall be located on the property line, except at corners, and shall be set two feet minimum and three feet maximum from the curb back to the face of the pumper nozzle. Where there is no curb and gutter, the face of the pumper nozzle shall be between 18 inches to 20 inches above finished grade line (sidewalk to curb).

Base elbow of hydrant shall be properly thrust blocked, and shall be provided with clean, washed CA7 aggregate and polyethylene covering. All hydrants and any adjustment fittings shall receive one field coat of red paint, as recommended by the manufacturer, prior to final acceptance.

8. All tees, bends, fire hydrants, and valves shall be adequately blocked with pre-cast blocks and poured in place thrust blocking against undisturbed earth.
9. Services shall be equipped with corporation stop, curb stop, and buffalo box. The buffalo box shall be set in the parkway, on the centerline of the property, approximately centered between the back of sidewalk and the adjacent right-of-way line. Service trenches beneath or within two feet of proposed driveways, sidewalks, or other pavements shall be backfilled full-depth with aggregate. Except as permitted below, the underground water service pipe and the building drain, or building sewer, shall be not less than ten feet apart horizontally, and shall be separated by undisturbed or compacted earth. The water service pipe may be placed in the same trench with the building drain and building sewer if the conditions listed below are met:
 - A. Local conditions prevent a lateral separation of ten feet;
 - B. The bottom of the water service pipe at all points shall be at least 18 inches above the top of the sewer line at its highest point. All water and sewer services must be inspected and approved by the building inspector prior to backfilling.
 - C. The water service pipe shall be placed on a solid shelf, excavated at one side of the common trench, and shall have no joints from the buffalo box to the water meter inside the house; and
 - D. The material and joints of sewer and water service pipe shall be installed in such a manner, and shall possess the necessary strength and durability to prevent the escape of solids, liquids, and gasses there from under all known adverse conditions, such as corrosion, strains due to temperature changes, settlement, vibrations, and superimposed loads.
10. Depth of bury shall be 5'6" below finish grade. No joints will be allowed between the corporation stop and the curb stop.
11. All watermain shall be looped and double fed, and shall be extended to the far limits of the development, and in size appropriate for future development, as directed by the City Engineer. Recapture and over-sizing may be applicable.
12. The developer shall reimburse the City of Yorkville for the cost of water to fill and test new watermains, and also for the cost of laboratory tests after chlorination. The water cost shall be at the bulk rate charged by the City of Yorkville at that time. The volume of water shall be calculated as the volume of two and one-half times the lengths and diameters of new watermains.
13. Watermain proposed to cross existing city streets shall be constructed by directional boring. Open-cut construction shall not be allowed without consent from the Public Works Director.
14. Connections to existing watermains shall employ line stops to minimize the disruption of service to existing residents.

SANITARY SEWER SYSTEM

A complete sanitary sewer system is required for all new development. The minimum internal size of sanitary sewer main shall be eight inches in diameter. The top of the sewer main shall be a minimum of three feet lower than the lowest floor elevation at all service connection locations, but not less than eight feet below finished grade, wherever possible. Should the sewers serving a particular development not be deep enough to serve the basement, as noted above, then overhead plumbing will be required. However, all levels of the building must be served by gravity, with only the below-grade levels being served by a pump unit. The City Engineer may require that certain buildings not have subgrade levels due to special situations.

The sanitary sewer shall be extended to the development's far extremes, as directed by the City Engineer, for proper and orderly growth. The city Engineer will also direct the sizing and grades for the sewer, so as to fit the overall plan for the City. The City strongly discourages the use of lift stations, but if the City Engineer approves the use of a public lift station, the following shall be required as a minimum:

- A. The pumps shall be submersible, with a back up pump and well-designed wet well.
- B. The station building shall be a brick structure with conventional-pitched roofing and paved access. The building shall comply with all International Building Code regulations, and shall be heated and ventilated. The subdivider shall follow normal building permit procedures, and pay the normal fees for construction of the lift station building.
- C. The unit will be equipped with a back-up power source, utilizing natural gas as a fuel, and can operate on manual or fully automatic mode, complete with a variable exercise mode.
- D. The motor control center shall have a solid-state duplex logic. Sewage level in the wet well shall be measured with a pressure transducer. A dial-out alarm system matching that currently in use in the City shall be provided.
- E. The City Engineer must approve any and all lift stations, and may require other improvements.
- F. There shall be good-quality noise control, and all electronic components shall be explosion-proof.
- G. Force mains shall be sized to carry the initial, intermediate, and ultimate flow rates from the tributary area, at a velocity of between 3.0 and 6.0 feet per second. Material shall be watermain quality Ductile Iron with polyethylene encasement. Gate valves in vaults shall be constructed in the force main at intervals not exceeding 600 feet, to allow quick isolation in the event of a leak. Blow-off valves in vaults shall be constructed at high points in the force main, and shall discharge to sanitary sewers, where possible. Force mains shall be tested at 150-psi for two hours, similar to watermain testing.
- H. The sub-divider shall maintain an inventory of each size and type fuse, relay, and other plug-in type devices used in the lift station motor control center, as recommended by the manufacturer. These items shall be housed in a wall mounted metal cabinet. The subdivider shall also supply a heavy-duty free standing metal shelf with not less than square feet of shelf space, and one (1) fire extinguisher rated for Type A, B, and C fires.
- I. The sub-divider shall provide start-up training to the Public Works Department personnel, and shall provide three sets of Operations and Maintenance Manuals for all equipment at the lift station.
- J. Underground conduit shall be heavy-wall PVC.

- K. The exterior of the wet well shall be waterproofed. The City may require the wet well to have a minimum internal diameter of up to eight feet.

Sewer construction cannot start until the Illinois Environmental Pollution Agency (IEPA) has notified the City Engineer that approvals have been secured. Sanitary sewer pipe shall be PVC plastic pipe, with a minimum SDR 26. All pipe and fittings shall be pressure rated in accordance with ASTM D-2241 and ASTM D-3139 (per AWWA C-900) for sizes 6-15 inches. Solvent joints are not permitted.

All public sanitary sewers will be air and mandrel tested (7-point minimum) by the developer, at his expense, under the supervision of the City Engineer. One copy of the report shall be forwarded to the Yorkville-Bristol Sanitary District, and one report shall be forwarded to the City Engineer.

All testing will be done in conformance with the "Standard Specifications For Water and Sewer Main Construction in Illinois", current edition.

All public sanitary sewers shall be internally televised in color and recorded on videotape and written log by the developer, at his expense, under the supervision of the City Engineer, to ensure that the sewers are straight, unbroken, tight, and flawless. There must be good-quality lighting for a sharp and clear image of all sewer segments. Poor quality images will result in re-televising the system, at the developer's expense. The videotape must clearly mark the segment being televised through manhole numbering, and the image must clearly identify the footage as it progresses through the pipe. One copy of the complete videotapes and written log shall be forwarded to the Yorkville-Bristol Sanitary District, and one complete set shall be forwarded to the City Engineer.

All manholes will be required to be internally vacuum tested by the developer, at his expense, under the supervision of the Engineer. This test will check the integrity of the complete structure, from the invert to the casting, including all adjusting rings. One copy of the test results shall be forwarded to the Yorkville-Bristol Sanitary District, and one copy shall be forwarded to the City Engineer. Vacuum testing of each manhole shall be carried out immediately after assembly backfilling, and rough grading, and shall be witnessed and approved by the City Engineer. All lift holes shall be plugged with an approved non-shrinking grout. No grout will be placed in the horizontal joints before testing. All pipes entering the manhole shall be plugged, taking care to securely brace the plugs from being drawn into the manhole. The test head shall be placed at the inside of the top of the casting and the seal inflated in accordance with the manufacturer's recommendations. A vacuum of ten inches of mercury shall be drawn and the vacuum pump shut off. With the valve closed, the time shall be measured for the vacuum to drop to nine inches. The manhole shall pass if the time is greater than 60 seconds for a 48-inch diameter manhole, 75 seconds for a 60-inch manhole, and 90 seconds for a 72-inch manhole. All manhole castings shall be Neenah No. R-1030 frame, East Jordan No. 105123, and Type B cover, or approved equal.

If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout, while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test result is obtained. If the rim of a sanitary manhole needs to be reset or adjusted after successful vacuum testing, but before the expiration of the one-year warranty period, it shall be sealed and adjusted properly in the presence of the City Engineer. Failure to do so will require the manhole to be vacuum tested again.

All manhole frames shall be Neenah No. R-1030, East Jordan No., 105123, or approved equal, with Type B covers. All Type B covers shall have "City of Yorkville" and "Sanitary" cast into the lid, and shall have concealed pick holes with a machined surface and watertight rubber gasket seals. All manhole segments, including the frame and adjusting rings, shall be set with butyl rope joint sealant. Manholes shall be minimum four-foot diameter, and shall not be located in pavement, curb, gutter, or sidewalk.

All sanitary sewer manholes shall be provided with approved cast in place rubber boots (flexible manhole sleeve), having a nominal wall thickness of 3/16" with a ribbed concrete configuration and with stainless steel binding straps, properly sized and installed for all conduits.

All manholes shall be reinforced precast concrete, and shall be located at intersections and spaced at a maximum interval of 300 feet, except that a closer spacing may be required for special conditions. The maximum allowable amount of adjusting rings shall be eight inches in height using as few rings as possible. All manholes shall be marked at the time of construction with a four-inch by four-inch hardwood post neatly installed vertically and with a minimum three-foot bury and a minimum four-foot exposed. The top one-foot of the post shall be neatly painted white.

Wells and septic systems are allowed in Estate-residential developments that are not within 250 feet of water and/or sewer service. When each lot is within 250 feet of water and/or service, that lot may maintain their septic and/or well only until failure of the septic or well. At that time the lot must, if within 250 feet of the sewer and/or water line hook-up to the sewer and/or water, as the case may be, connect to the City utilities at the lot owner's sole expense. After connection to the City Sanitary Sewer System, individual septic fields shall be abandoned by pumping out the tank, knocking in the cover, and filling with dirt or stone in accordance with Health Department regulations.

TRAFFIC STUDY

A traffic study may be required, and shall include:

1. Levels of service for existing conditions;
2. Levels of service for post-construction conditions;
3. All calculations shall be conducted according to the "Highway Capacity Manual";
4. Recommendations as to additional/limited access, additional lanes, signalization, etc.

If the City of Yorkville requires a traffic study for a development, that study will be contracted for by the City, and paid for by the developer. The developer shall establish a Traffic Study deposit with the City of Yorkville, in an amount to be determined by the City Engineer. The City shall return any unused portion of the deposit to the developer upon approval of a Final Plat or Site Plan.

If the land use plan of the development changes during the approval process, the developer may be required to make additional deposits to fund re-analysis and revisions to the Traffic Study.

The need or requirement for a traffic impact study shall be determined during the concept or preliminary planning stage of the proposed development. The developer/subdivider shall meet with City of Yorkville officials during one of these stages for the purpose of determining the traffic study requirements. When the City of Yorkville requires that a traffic study be prepared based upon the above, the study shall include, but not be limited to, addressing the following issues:

INTRODUCTION: A general description of the proposed development, including it's size, location, the political jurisdiction in which the site is located, the boundary limits of the study area, and any other information needed to aide in the review of the development's traffic impacts.

PROJECT DESCRIPTION: A description of the existing and proposed land uses of the development. If alternative land uses are being proposed, the highest trip generation uses shall be assigned for each land use.

SITE ACCESSIBILITY: A clear and concise description of the proposed ingress/egress points to the proposed development, including a sight distance analysis.

EXISTING EXTERNAL ROADWAY NETWORK: A description of the existing external roadway networking the vicinity of the proposed development, to include functional classification, primary traffic control devices, signalized intersections, roadway configurations, geometric features (curves and grades), lane usage, parking regulations, street lighting, driveways servicing sites across from or adjacent to the site, and right-of-way data. The area of influence shall be determined by the traffic generated from the site, the trip distribution of traffic, and the trip assignment of the traffic generated by the development over the surrounding area road network.

EXISTING AM, PM, & TOTAL DAILY TRAFFIC VOLUMES: Existing AM, PM, and total daily traffic volumes for access driveways (if existing), intersections, and the roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. To determine AM and PM existing traffic volumes, machine counts and/or manual counts shall be conducted during a three-hour period of the morning, between approximately 6:00 AM to 9:00 AM of an average or typical weekday, and also between approximately 3:00 PM to 6:00 PM, on an average or typical weekday. Peak hour counts may be required on Saturday and/or Sunday, depending on the proposed land use. All AM and PM peak hour counts shall be recorded and summarized in fifteen-minute increments, and be included in the Appendix of the final report. Manual counts shall include vehicle classifications, i.e. passenger cars, single-unit, multi-unit trucks and buses. Traffic counts shall show both entering and exiting traffic at the proposed access points (if existing), in addition to turning and through traffic movements at critical intersections.

TRIP GENERATION RATES AND VOLUMES: Trip generation rates and volumes for each type of proposed land use shall be determined for the AM and PM peak hours, and total daily volumes may be required on Saturday and/or Sunday, depending on the proposed land use. The trip generation rates shall be calculated from the latest data available contained in the Institute of Transportation Engineer's "Trip Generation Manual". If trip generation rates for a specific land use are not available from the "Trip Generation Manual", the United City of Yorkville shall approve the substitute rates.

SITE-GENERATED TRIP DISTRIBUTION & ASSIGNMENT: The most logically traveled routes in the vicinity of the development shall be used for trip distribution and assignment purposes. The directional distribution of site-generated traffic approaching and departing the development should be shown in both graphic and tabular form. All assumptions used in the determination of distribution and assignment shall be clearly stated.

EXISTING, PLUS SITE-GENERATED TRAFFIC VOLUMES: Existing, plus site-generated traffic volumes for the AM and PM peak hours, and total daily traffic for access drives, intersections, and the roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. Traffic volumes shall show both entering and exiting traffic at the proposed access points, in addition to turning and through traffic movements at critical intersections.

FUTURE TRAFFIC (EXISTING, PLUS SITE-GENERATED) VOLUMES: Future traffic (existing, plus site-generated traffic volumes) for the AM and PM peak hours, and the total daily traffic for access drives, intersections, and roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. Projected increases in the external (non site-related) roadway traffic must also be determined. The selection of a horizon year for which traffic operation conditions are to be characterized may be considered as the date full build-out and occupancy is achieved. If the project is a large multi-phased development in which several stages of development activity are planned, a number of horizon years may be required, that correspond to the bringing on line of major development phases. Horizon dates should be times to coincide with major stages of the overall project, or to coincide with increments of area transportation system improvements.

INTERSECTION CAPACITY ANALYSIS: Proposed access driveways and influenced intersections shall be subject to an existing, plus projected, capacity analysis. Projected traffic conditions shall include the effects of any committed developments within the influenced area. The existing and projected levels of service derived from the analysis shall be used to aid in the evaluation of design and operation alternatives of the access driveways and influenced intersections. The capacity analysis shall be in accordance with the techniques described in the most recent edition of the Transportation Research Board's "Highway Capacity Manual", Special Report 209.

SIGNALIZATION WARRANTS: If it is anticipated that the development's driveway(s) or existing external non-signalized intersections will satisfy signalization warrants, a warrant analysis shall be conducted, using the projected volumes determined from the trip generation. The results of such an analysis shall be tabulated in the traffic impact study.

CONCLUSIONS AND RECOMMENDATIONS: Clear and concise descriptions of the findings shall be presented in the final report. These findings shall include all recommended improvements for access facilities, internal roadways and intersections, and external roadway and intersection improvements.

DRIVEWAY AND PARKING LOT PAVING

ALL DRIVEWAYS AND PARKING LOTS SHALL BE PAVED AS PER THE FOLLOWING SPECIFICATIONS:

1. **ASPHALT:**

A. **RESIDENTIAL**

Two-inch I-11 bituminous concrete surface, over eight-inches (minimum) of compacted CA6 limestone or crushed gravel.

B. **COMMERCIAL/INDUSTRIAL**

Three-inch I-11 bituminous concrete surface, over ten-inches (minimum) of compacted CA6 limestone or crushed gravel.

2. **CONCRETE:**

A. **RESIDENTIAL**

Six-inch Class X, over six-inches (minimum) of compacted CA6 limestone or crushed gravel.

B. **COMMERCIAL/INDUSTRIAL**

Eight-inch Class X, over eight-inches of compacted CA6 limestone or crushed gravel.

3. **PAVING BRICK:**

A. **RESIDENTIAL**

Paving brick over one inch of sand and eight inches of compacted CA6 limestone or crushed gravel.

4. **SEALCOAT:**

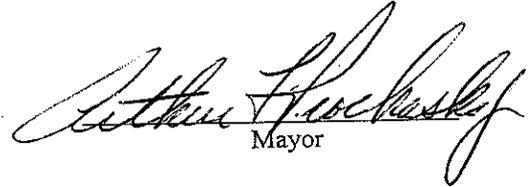
A. **COMMERCIAL/INDUSTRIAL**

An A3 seal coat, as defined by the IDOT's Standard Specifications for Road and Bridge Construction, may be allowed on areas behind the building, when used as a temporary surface, not to exceed three years, after which it must be paved to the above specifications. The same base should be ten inches (minimum) of compacted CA6 limestone or crushed gravel.

This Resolution shall be in full force and effect from and after its due passage, approval, and publication, as provided by law.

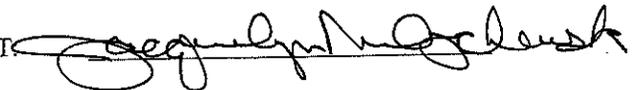
Passed and approved by the Mayor of the United City of Yorkville, Kendall County, Illinois,

This 12 day of October, 2004.


Mayor

Passed and approved by the City Council of the United City of Yorkville, Kendall County, Illinois,

This 12 day of October, 2004.

ATTEST 
City Clerk

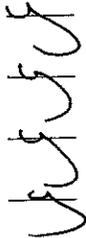
SEAL

RICHARD STICKA

VALERIE BURD

MARTY MUNNS

JOE BESCO



WANDA OHARE

LARRY KOT

PAUL JAMES

ROSE SPEARS



FIGURE 2

Street	Minimum Right-of-Way Width	Minimum Roadway Width	Minimum radius to Centerline of Horizontal Curves	Minimum Length of Vertical Curves	Tangent between Reverse Curves	Maximum Gradient	Minimum Gradient	Clear Sight Distance
Expressways	200 ft		1000 ft	30x*	200 ft	5%	0.50%	500 ft
Local Expressways	100 ft		1000 ft	30x*	200 ft	5%	0.50%	500 ft
Collector, Major	80-100 ft	51 ft	1000 ft	30x*	200 ft	5%	0.50%	500 ft
Collector, Minor	70 ft	34 ft	400 ft	30x*	200 ft	5%	0.50%	400 ft
Local, Minor for Row houses & Apts	66 ft	30 ft	150 ft	15x*	100 ft	8%	0.50%	200 ft
Minor, for Single Family Residence	66 ft	30 ft	100 ft	15x*	100 ft	8%	0.50%	200 ft
Cul-de-Sac Street **	66 ft	30 ft	100 ft	15x*	100 ft	6%	0.50%	200 ft
Turn-around Diameter	130 ft	100 ft						
Length (Maximum)	600 ft ***							
Business & Industrial Districts	80-100 ft	39 ft	500 ft	30x*	200 ft	5%	0.50%	500 ft

* x = algebraic difference in rules of = grade. Where x is less than 3, then 3 shall be substituted for the actual value.

** See definitions.

*** The maximum length of a cul-de-sac shall be measured along its center line, between the center line of an intersection through street and the maximum extent of the turn-around right-of-way.

Minor Collector streets shall not have intersecting streets or drives any closer than 200 feet apart. Major Collector streets shall not have intersecting streets or drives any closer than 400 feet apart.

FIGURE NO. 3

DETENTION POND VOLUME CALCULATIONS, CONTINUED

2- Year Detention Pond Volume

Subdivision Name:

Sample For Standard Specifications

Date:

Duration (Hour)	Intensity (In/hr)	Runoff (CFS)	Storage Rate (CFS)	Required Volume (acre-ft)
0.250	3.28	14.268	14.108	0.291
0.500	2.24	9.744	9.584	0.396
1.000	1.43	6.221	6.061	0.501
2.000	0.90	3.915	3.755	0.621
3.000	0.65	2.828	2.668	0.661
4.000	0.53	2.306	2.146	0.709
5.000	0.44	1.914	1.754	0.725
6.000	0.38	1.653	1.493	0.740
8.000	0.31	1.349	1.189	0.786
10.000	0.26	1.131	0.971	0.802
12.000	0.22	0.957	0.797	0.790
15.000	0.18	0.783	0.623	0.772
18.000	0.16	0.696	0.536	0.797
21.000	0.14	0.609	0.449	0.779
24.000	0.13	0.566	0.406	0.804

Composite "C" factor determination

Type of Area	Acres	"C" Factor	CxA
Grass	1.000	0.500	0.500
Pavement	1.000	0.980	0.980
Wet/Green Detention	1.000	1.000	1.000
<u>Rooftop</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
TOTALS	4.000		3.480

"C" = 0.870

Cm = 1.25 x C = 1.088

Allowable Run-off = 0.04 cfs/acre

Allowable Run-off = 0.16 cfs

Required detention volume = 0.804 acre-feet

FIGURE NO. 3

DETENTION POND VOLUME CALCULATIONS, CONTINUED

25- Year Detention Pond Volume

Subdivision Name:

Sample For Standard Specifications

Date:

Duration (Hour)	Intensity (In/hr)	Runoff (CFS)	Storage Rate (CFS)	Required Volume (acre-ft)
0.250	5.96	25.926	25.606	0.529
0.500	4.08	17.748	17.428	0.720
1.000	2.59	11.267	10.947	0.905
2.000	1.63	7.091	6.771	1.119
3.000	1.18	5.133	4.813	1.193
4.000	0.97	4.220	3.900	1.289
5.000	0.82	3.567	3.247	1.342
6.000	0.69	3.002	2.682	1.330
8.000	0.56	2.436	2.116	1.399
10.000	0.46	2.001	1.681	1.389
12.000	0.40	1.740	1.420	1.408
15.000	0.33	1.436	1.116	1.383
18.000	0.28	1.218	0.898	1.336
21.000	0.25	1.088	0.768	1.332
24.000	0.23	1.001	0.681	1.350

Composite "C" factor determination

Type of Area	Acres	"C" Factor	CxA
Grass	1.000	0.500	0.500
Pavement	1.000	0.980	0.980
Wet/Green			
Detention	1.000	1.000	1.000
<u>Rooftop</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
TOTALS	4.000		3.480

"C" = 0.870

Cm = 1.25 x C = 1.088

Allowable Run-off = 0.08 cfs/acre

Allowable Run-off = 0.32 cfs

Required detention volume = 1.408 acre-feet

FIGURE NO. 3

DETENTION POND VOLUME CALCULATIONS

100- Year Detention Pond Volume

Subdivision Name:

Sample for Standard Specifications

Date:

Duration (Hour)	Intensity (In/hr)	Runoff (CFS)	Storage Rate (CFS)	Required Volume (acre-ft)
0.250	8.20	35.670	35.070	0.725
0.500	5.60	24.360	23.760	0.982
1.000	3.56	15.486	14.886	1.230
2.000	2.24	9.744	9.144	1.511
3.000	1.62	7.047	6.447	1.598
4.000	1.30	5.655	5.055	1.671
5.000	1.10	4.785	4.185	1.729
6.000	0.95	4.133	3.533	1.752
8.000	0.77	3.350	2.750	1.818
10.000	0.64	2.784	2.184	1.805
12.000	0.55	2.393	1.793	1.778
15.000	0.46	2.001	1.401	1.737
18.000	0.39	1.697	1.097	1.631
21.000	0.35	1.523	0.923	1.601
24.000	0.32	1.392	0.792	1.571

Composite "C" factor determination

Type of Area	Square Feet	Acres	"C" Factor	CxA
Grass	43560	1.000	0.500	0.500
Pavement	43560	1.000	0.980	0.980
Wet/Green Detention	43560	1.000	1.000	1.000
<u>Rooftop</u>	<u>43560</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
TOTALS	174240	4.000		3.480

"C" = 0.870

Cm = 1.25 x C = 1.088

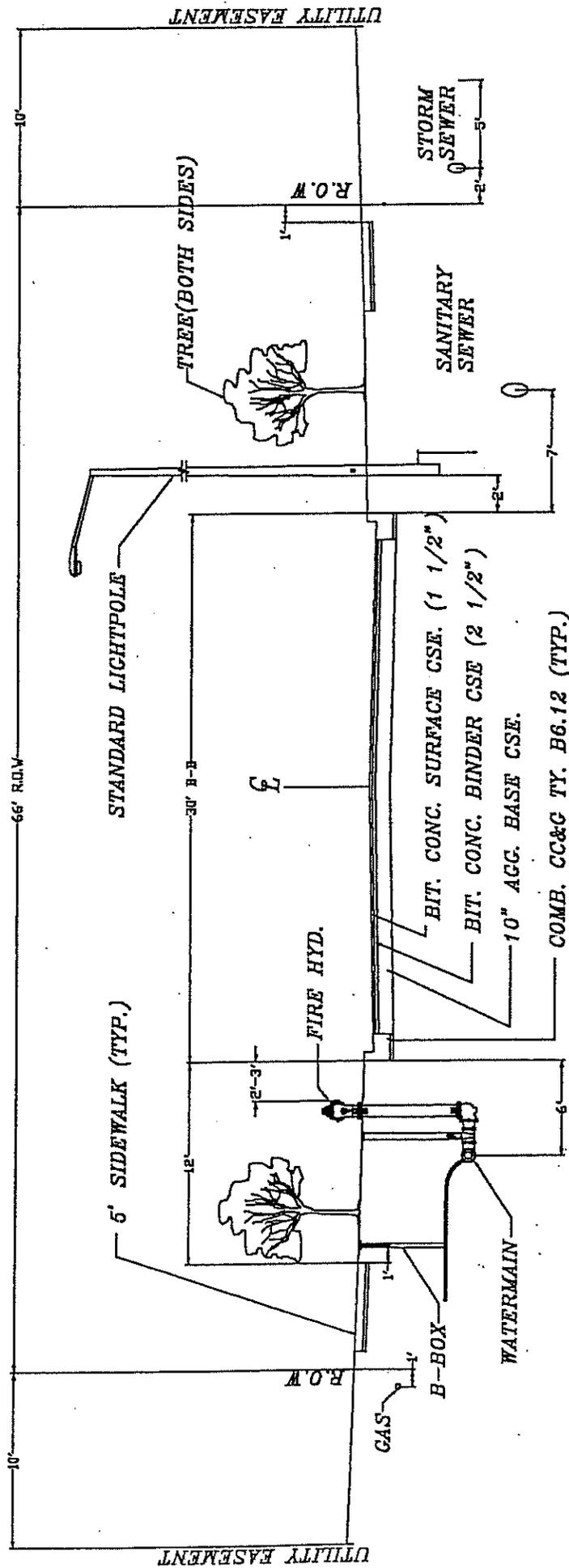
Allowable Run-off = 0.15 cfs/acre

Allowable Run-off = 0.60 cfs

Required detention volume = 1.818 acre-feet

FIGURE 4

THE UNITED CITY OF YORKVILLE



* NOTE: PAVEMENT FABRIC SHALL BE PLACED BENEATH ACCREGATE BASE IN NON-GRANULAR SUBGRADE AREAS.

TYPICAL LOCAL RESIDENTIAL STREET X-SECTION

NOT TO SCALE

FIGURE NO. 5

CHECK LIST FOR PRELIMINARY PLANS

SECTION 1: WRITTEN DOCUMENTS

	Not Applicable	Acceptable	Deficient
1. A land use application containing the following:			
A. A statement of planning objectives to be achieved by the plan	_____	_____	_____
B. A time schedule of the proposed development of the area covered by such preliminary plan	_____	_____	_____
C. Exceptions or variations to City Zoning or Subdivision Ordinances being requested as part of the plan, including the specific section of the Ordinance.	_____	_____	_____
2. A boundary survey of the area covered by such preliminary plan, prepared and certified by a registered Illinois surveyor.	_____	_____	_____

SECTION 2: GENERAL PLAN INFORMATION

1. A rendered outline of the area covered by such preliminary plan drawn at a scale of not less than 1 inch equals 100 feet.	_____	_____	_____
2. The plan must contain the following information:			
A. Scale	_____	_____	_____
B. North Arrow	_____	_____	_____
C. Original and Revised dates	_____	_____	_____
D. Name and address of owner of record	_____	_____	_____
E. Name and address of site plan designer	_____	_____	_____
F. Current zoning of the property	_____	_____	_____
G. All categories of proposed land use	_____	_____	_____
3. The following information regarding contiguous property:			
A. Location of contiguous property	_____	_____	_____
B. Zoning of contiguous property	_____	_____	_____
C. Land use of contiguous property	_____	_____	_____
4. The following site data provided in the lower right corner:			
A. Size of property in square feet or acres	_____	_____	_____
B. Square footage and percent of site coverage with buildings	_____	_____	_____
C. Square footage and percent of site coverage with pavement	_____	_____	_____
D. Number of parking spaces to be provided	_____	_____	_____
E. Number of parking spaces required by zoning ordinance	_____	_____	_____
F. Number of proposed buildings/dwelling units/lots	_____	_____	_____

SECTION 3: PLAN DATA REQUIREMENTS

1. A site location map.
2. Dimensions of the property.
3. A topographical survey of the area covered by such preliminary plan at two-foot contour intervals drawn at not less than one inch equals one hundred feet.
4. A detailed plan for the treatment of any proposed stormwater detention or retention facilities.
5. Existing or proposed public roads, streets, and alleys, including classifications, width of right-of-way and paved surfaces, and existing and proposed sidewalks.
6. Dimensioned building setbacks, and as applicable; areas for off-street parking, trucking maneuvering and service, and open space/recreational facilities.
7. A schematic of existing or proposed public utility systems, including the size of sanitary sewers, storm water lines, & streetlights. Existing vegetation and plantings.
9. Any other information required by the City, to clearly show the proposed site plan elements.

FIGURE NO. 6

CHECK LIST FOR FINAL PLANS

SECTION 1: WRITTEN DOCUMENTS

	Not Applicable	Acceptable	Deficient
1. A land use application containing the following:			
A. A statement of planning objectives to be achieved by the plan.	_____	_____	_____
B. A development schedule, indicating the approximate dates for construction of the Final Plan.	_____	_____	_____
C. Petitioners proposed covenants, restrictions, and conditions to be established as part of the Final Plan.	_____	_____	_____
D. Exceptions or variations to City Zoning or Subdivision Ordinances being requested as part of the Final Plan, including the specifics of the Ordinance.	_____	_____	_____

SECTION 2: GENERAL PLAN INFORMATION

1. Must be drawn to accurate engineering scale.			
2. Must contain the following information:			
A. Scale	_____	_____	_____
B. North Arrow	_____	_____	_____
C. Original and Revised dates	_____	_____	_____
D. Name and address of owner of record	_____	_____	_____
E. Name and address of site plan designer	_____	_____	_____
3. The following information regarding contiguous property:			
A. Location of contiguous property	_____	_____	_____
B. Zoning of contiguous property	_____	_____	_____
C. Land use of contiguous property	_____	_____	_____
4. Site data to be provided in lower right hand corner:			
A. Legal Description	_____	_____	_____
B. Size of property in square feet and acres	_____	_____	_____
C. Current Zoning	_____	_____	_____
D. Square footage & percent of site coverage with buildings	_____	_____	_____
E. Square footage & percent of site coverage with pavement	_____	_____	_____
F. Square footage & percent of site coverage with landscaping	_____	_____	_____
G. Number of parking spaces required by zoning ordinance	_____	_____	_____
H. Number of parking spaces to be provided	_____	_____	_____
I. Number of buildings	_____	_____	_____
J. Number of dwelling units	_____	_____	_____
K. Breakdown of dwelling unit bedroom types	_____	_____	_____
5. Landscape data to be provided in lower left hand corner:			
A. Number of plantings by type	_____	_____	_____
B. Size of plantings at installation	_____	_____	_____
C. On-center spacing for hedges (Should be 3 feet apart)	_____	_____	_____
D. Caliper size of all trees at installation	_____	_____	_____

FIGURE NO. 6

CHECK LIST FOR FINAL PLANS, CONTINUED

SECTION 3: PLAN DATA REQUIREMENTS

1. Dimensions of property.
2. Existing and proposed public and private streets, right-of-ways, driveways, all principal and accessory buildings and their uses, dimensioned building setbacks, lot sizes, sidewalks, off-street parking, service areas, open spaces, and recreation facilities.
3. Preliminary architectural plans for all residential buildings, in sufficient detail to show basic building plan.
4. The existing and proposed vehicular and pedestrian circulation systems, indicating their inter-relationship and proposed treatments of points of conflict.
5. Existing and proposed utility systems, including sanitary sewers, water, electric, gas, telephone, and cable television lines, including their sizes.
6. Proposed public and private lighting systems.
7. Existing and proposed easements for utility services.
8. Proposed signage, indicating location and size.
9. Existing vegetation and plantings.
10. Proposed berming and fencing.
11. The location and size in acres or square feet of all areas to be conveyed, dedicated, or reserved as common open space, public parks, recreational areas, school sites, and similar semi-public uses.
12. Any other information necessary to clearly show the proposed site plan elements.

RECEIVED BY
CITY COUNCIL
ON *July 22, 2003*

**UNITED CITY OF YORKVILLE
PARK AND RECREATION DEPARTMENT**

PARKS DEPARTMENT

PARK DEVELOPMENT STANDARDS

June 1, 2003

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1. DEFINITIONS

1. Standard Specifications: (SSRBC) Whenever reference is made to the "Standard Specifications" it shall be understood to mean the latest issue of the "Standard Specifications for Road and Bridge Construction" and subsequent revisions of the "Supplemental Specifications and Recurring Special Provisions" of the Illinois Department of Transportation.
2. Developer: Refers to and means the individual, corporation, co-partnership or other person or organization who or which has desires to bring a new subdivision or planned unit development within the corporate limits of the United City of Yorkville.
3. Americans with Disabilities Act: Refers to the federally mandated Act passed in 1990, and / or State Accessibility guidelines (Section 504), whichever may be more stringent.
4. Buffers: Areas designed to reduce the sound or visual impact on the neighboring community or houses. Buffers can be made by planting of bushes or a mixture of vegetation.
5. Conservation Natural area identified as having rare plant or animal species, or areas identified within the Parks Open Space Master Plan. This area may include or be identified as a fen, watershed or have historic value needing preservation.
6. Detention (Dry Ponds): Areas designed to hold storm water runoff for a determinate amount of time (typically 48 hours), then drain to a dry condition.
7. Flood Plain: That land adjacent to a body of water with ground surface elevations at or below the base flood or the 100 year frequency flood elevation. The floodplain is also known as the Special Flood Hazard Area (SFHA).
8. Private facilities and parks: Parks or facilities that are secluded from the general population; or owned and controlled by a person or group rather than the public or municipality.
9. Public Open Space: Any publicly owned open area, including but not limited to the following: parks, playgrounds, conservation, trails, greenways, etc.
10. Retention (Wet Ponds) : Areas designed to hold storm water and natural groundwater on a permanent basis. Retention areas are designed with normal and high water levels, and an overflow point for large storms.
11. Public Sidewalk That portion of street or crosswalk way, paved or otherwise surfaced, intended for pedestrian use only.
12. Trail way Is a paved path or connecting paths or walkways with the intent to allow pedestrians or bikes to traverse across the City.
13. Wetlands As defined by the Illinois Department of Natural Resources and/or US Army Corps of Engineers.

2. OPEN SPACE SYSTEM AND GUIDELINES

The Northeast Illinois Planning Commission states that: "Open space provides more than recreational opportunities; it is land that society needs to conserve as natural, cultural, historic, and agricultural resources. One of the most common misconceptions regarding open space and recreation is that the two terms are synonymous. A strong relationship does exist between open space and outdoor recreation but, in most cases, recreation is something separate and distinct from open space."

Therefore, a park is open space, but open space is not necessarily a park.

2.1. CATEGORIES OF OPEN SPACE

The National Park and Recreation Association (NRPA) has developed six categories of open space that the United City of Yorkville has simplified into three recognized categories. They are:

- A. **ENVIRONMENTAL CAPACITY** - protects natural and or cultural resources from development.
- B. **SHAPING CAPACITY** - provides relief from extensive urbanization and promote the integration of neighborhoods. City, county, state, and federal planning agencies usually define this land as "land that shapes a community and is reflected in greenbelts, county forest preserves, state, and national parks." This category is also reflected in local ordinances stipulating density formulas and open space requirements for subdivisions.
- C. **RECREATIONAL CAPACITY** - provides space for single or multiple, active and passive recreation activities

The United City of Yorkville has determined that acquisition and development of land meeting the recreational and environmental requirements of its residents is its role in the fabric of the community. These functions are subdivided into both local and regional classifications. The Kendall County Forest Preserve provides these functions to the regional area. The Parks Department's responsibilities pertain to the local classifications, which are:

A. **RECREATIONAL CAPACITY - Local Classifications**

1. **Mini-Parks** – The mini-park is used to serve isolated or limited recreational needs. Mini-parks are often tot lots, created to serve a resident population too distant from a community park, or in an area with high density populations. The mini-park is approximately 1 acre in size. Development is usually limited, requiring no parking or extensive site work. Examples of mini-parks in Yorkville are Purcell Park, and Cobb Park.
2. **Neighborhood Parks** - The neighborhood park is sized between 2 to 15 acres. Is intended as a supplement to or substitute for a play lot where population density, geographic barriers or distance preclude easy access. Examples of such facilities include play apparatus areas for pre-school and elementary children, hard surface areas for hopscotch, shuffleboard, tetherball, four-square and court games for basketball, volleyball, badminton, etc., and open play areas for softball, football, soccer, and winter sports. The concept of development emphasizes spontaneous rather than higher organized play. The playground should be easily accessible to pedestrian use.

Neighborhood parks may be combined with school sites. Although any classification of park can be combined with a school, the age of users makes it preferable that neighborhood parks and elementary schools are the most desirable combination.

Examples of neighborhood parks in Yorkville are Sleezer Park, Town Square and Prairie Park.

3. **Athletic Parks** – These are more commonly associated with Junior High Schools, where the advantage of multiple athletic fields for public as well as school use comes to play. The facilities should represent the functional needs of each agency, with the intent of satisfying one or more of the following requirements: (1) to avoid duplication of land and facilities unless existing facilities are over utilized; (2) coordination of services, and (3) to diminish capital expenditures and needs of each agency. Development should be similar to the neighborhood park.
4. **Community Parks** - The community park is sized between 7 and 40 acres, and development is intended for people of all ages. It is preferred; that the park be centrally located and serve at least four neighborhoods. Amenities found in a neighborhood park are included, supplemented by large open spaces for athletic games and organized sports. Internal walk patterns are desirable to connect the various functions, as well as providing pedestrian and bicycle paths. Adequate off-street parking should be provided in accordance with functions constructed. It should be accessible by motorized and non-motorized traffic. The classification may also serve as a neighborhood park facility for the area in which it is located.
5. **Sports Complex** - The sports complex is sized between 16 – 75 acres. It is developed to meet the needs of specific users groups and local athletic associations - for practice, team, and tournament play. These sites have adequate parking and are located on good traffic routes. They may also be located to take advantage of bicycle and pedestrian trail systems. Fields should be as multipurpose as possible, so a wide variety of flexibility can be maintained. Due to the ambient noise, traffic, and lights, sports complexes are not recommended to be located in the center of residential areas – in fact, sports complexes should be the solution to the typical problems of using neighborhood parks for competitive athletics. It is best to allow for additional space when acquiring sports complex space, as needs and trends are subject to constant change. An example of a sports complex park is Beecher Park.
6. **Special Use Parks** - Special use parks are intended for single interest activities and are large enough to accommodate the demand, therefore size can vary from 1 to 50 acres. They may be separate from, or a part of all park classifications; or a previous classification type may be a part of a special use park. Examples are tennis centers, outdoor education centers, museums, conservatories, golf course, children's farm, sports complexes, skate parks, splash / spray parks, swimming pool / aquatic centers, etc. Since users are going to come from a distance, the site should be near major vehicular access routes and bike trails.

B. ENVIRONMENTAL CAPACITY - Local Classification

Natural Resource Park (Linear Greenways / Trail systems) - The Natural Resource Park (or area) is utilized as a buffer zone, watershed, or conservation area and affords a passive appearance with managed natural habitats and plant ecosystems. These areas can be used to protect fragile or rare ecosystems. Sizes range most often range between 20 to 99 acres. Smaller areas may prove useful in special situations. Often these areas require skilled management to maintain sustainability and preserve healthy biodiversity of plant life.

When utilized as a linear greenbelt and / or trail corridor, natural areas can serve as environmental bridges, supporting the movement of wildlife between other larger areas. When combined with public use areas, greenbelts are usually lined with

maintained turf areas, and development can include open play areas, pedestrian and bicycle paths, park benches, picnic and rest areas, and water oriented facilities. It is quite common to see detention / retention ponds included in these areas. In instances where this classification of park is flood prone, construction of permanent structures is discouraged. The public use infrastructure should remain supplementary to the functional classification of lands described.

Other functions of a natural resource park may include:

1. Conservation of local resources, such as streams, wetland habitats, and forests.
2. Preservation of environmental and / or historic resources in conjunction with local historic preservation agencies.

2.2. LAND / CASH DEDICATION ORDINANCES

The United City of Yorkville Land Dedication Ordinance requires 10 acres per 1,000 population be donated for parks as part of the subdivision / planned unit development approval process. The contribution of land / cash is in accordance with the City Land/Cash Ordinance. It is for these stipulated acres that the following standards have been developed. These standards will also act as guidelines for land donated to satisfy other functions of open space.

"The ultimate population density to be generated by a subdivision or planned unit development shall bear directly on the amount of land required to be dedicated for park and recreation sites. The acreage of land dedication requirement shall be determined by obtaining the total population of the development times 10 acres per 1,000 population. Total population is determined by applying the estimated ultimate population per dwelling unit table to the number of respective units in the development. Each single family home will be calculated to have four bedrooms; Duplex unit will be calculated as 50% two bedroom units and 50% three bedroom units; Town home and apartments will be calculated with two bedrooms".

When available land is inappropriate for park, or recreational use, the City shall require a cash contribution in lieu of the land dedication. This is based on the land cash calculation and the value per acre of the land based on the "Fair market value".

In cases approved by the Park and Recreation Board, the contribution of Land Cash can be a mixture of 50% land 50% cash, or other agreed upon contribution mixes.

A developer may donate the land and cash for park development upfront to have the construction of the park expedited. Otherwise, a 50% build-out standard for the subdivision may be set in place for park development.

2.2.1. Areas of NO Credit

1. No credit for exclusively private facilities & parks.
2. No credit for retention or detention areas, measured at the top of the bank.
3. No credit for lands located within the 100 year floodplain.

2.2.2. Full or Partial Credit

Credit may be received for active wet areas (lakes, rivers, creeks) historical areas, conservation area or other areas, that are identified to have recreational or conservation value. This will be considered on a case-by-case basis. Studies may be required to verify historical and/or conservation areas.

Credit will be given for trail ways that are identified as infrastructure or connecting trails to a regional railway system. Partial credit may be given for undeveloped trailways.

Full credit may be given to land donations that are usable and or classified as developable for use for the general public.

2.3. PARK DEVELOPMENT TIMELINE and PROCEDURES

The Park and Recreation Board and staff will plan the development of the park and/open land site with the following **guidelines** whenever possible.

1. Based on the established land cash ordinance a developer will make a donation of park land to the United City of Yorkville Park and Recreation Department for future use and development.
2. The Park and Recreation Board and staff will project park utilization and design in conjunction with the Parks Open Space Master plans established needs and determine priority and fiscal needs.
3. Annually the staff will recommend budget projections for park development based on available fiscal resources
4. A concept plan will be developed by the park planner or United City of Yorkville Staff indicating park design and preliminary cost projections.
5. Whenever possible, a public meeting inviting residents for the surrounding subdivision and area to the location site for input.
6. A finalize concept plan and cost projections will be developed and submitted to the Park Board for approval and recommendations to the City Council for development.
7. Timeline is established for project management.
8. Project / Park plan completed.

* There may be occasions when a developer provides development support in advance to a subdivision being built which may require these procedures to be adjusted or altered.

3. NEIGHBORHOOD PARK IMPROVEMENT STANDARDS

3.1. Park Design – Neighborhood park

The following criteria are considered desirable traits for a park to be acceptable to the United City of Yorkville:

1. Size: Park sizes shall range between 2 to 15 acres; meet the requirements of the Park Master Plan, and the approval of the Park Board.
2. Location: Located close to the geographic center of the population served, or as approved by the Park Board.
3. Combined with an elementary school when possible.
4. Service Area: Approximately within ½ mile of pedestrian barrier-free walking distance to the site from the residential area it serves. A pedestrian barrier is defined as:
 - Any street presently classified or planned by the United City of Yorkville, Kendall County, or State of Illinois a major arterial street or highway;
 - Any street with speed limits over 30 miles per hour;
 - Collector streets with an average daily traffic count exceeding 3500 cars, and stop signs or stop lights further apart than ½ mile;
 - Railroad tracks;
 - Natural barriers;
 - Land use barriers
5. Dimensions: Parks shall have a minimum dimension of 450 feet on all sides.
6. Street Frontage: Street frontage shall be the full length of the park on two of its sides. Said streets shall be local or collector streets within the neighborhood. Additional access ways provided shall be a minimum of forty feet in width. Where a school site is adjacent to a park site the school site can be considered as one of the two required street frontages.

Reasons for street frontage include:

- Enhanced security and visibility
 - On-street parking availability
 - Encourages users to access the park through trail or sidewalk connections
 - Encourages neighborhood to take ownership and responsibility for their park.
7. Adjoining Developments: Whenever possible, the dedicated parcel shall be combined with dedications from adjoining developments.

3.2. Timing of Dedication and Acceptance

1. The Parks Department encourages, whenever possible, that at the time rough grading and placement of topsoil is completed on the first residential structure of a particular unit development, the park site(s) shall also be completed, ready for grading and/ or sodding. All requirements stated herein for acceptance of the site shall be completed to the satisfaction of the Parks Department. In cases of more than one park site, or linear parkways, the developer shall determine a schedule of completion with the approval of the City. The Parks Department will verify that all requirements have been met and the site is ready for turf. Final acceptance of the site is determinate on the condition of the turf as stated herein these requirements Section 3.9.

2. **Boundaries:** The developer shall be required to install permanent metal boundary markers at each corner of the park site. Markers shall be of typical federal style aluminum marker 4" in diameter that can be placed on top of a re-bar.
3. The Parks Department has the option to require conveyance of areas designated to be maintained in a natural state prior to commencement of any site work. A separate site-specific plat of conveyance shall be prepared and submitted prior to issuance of any permits. The developer is responsible for securing all areas to be conveyed in a natural state with temporary fencing from the time the areas are platted to conveyance of the remainder of the site.
4. **Environmental Assessment:** For all lands to be dedicated to the City, the developer shall provide a minimum of a Phase 1 Environmental Assessment, produced by a recognized consultant. This assessment shall check for hidden, or unknown environmental factors including, but not limited to, buried or contaminated soils and aquifers, underground storage tanks, and dump sites.

3.3. Utilities

Unless otherwise authorized by the Parks Department, each park site shall be fully improved with water, sanitary sewer, storm sewer, and electric service. At the time of installation of public improvements in the subdivision or planned unit development, the developer shall install the above-mentioned utilities for the park site in accordance with the city approved engineering plans. If the park site also functions as a storm water control facility, then the drainage structures and erosion protection shall be installed during rough grading.

The site shall be free of all private gardens, woodpiles, swing sets, sump pump discharge pipes, and other items that give the impression that a portion of the site is part of the adjacent property. No sump pumps shall discharge directly onto the site. They may be connected to a catch basin on the site if approved by local authorities and the United City of Yorkville.

3.4. Topsoil

3.4.1. General

Topsoil shall be spread in all lawn areas to a minimum compacted depth of six (6") inches. Topsoil shall be friable, loamy mixture surface soil. It shall not be extremely acid or alkaline nor contain toxic substances harmful to plant growth. It shall be of uniform color and texture. Topsoil shall be free from large roots, sticks, weeds, brush, subsoil, clay lumps, stones larger than one (1") inch in diameter, and other litter and extraneous matter undesirable to plant growth.

3.4.2. Stockpiling

Contractor shall not stockpile any topsoil or other soil materials on the park site without written authorization from the Parks Department.

3.5. Grading / Filling

3.5.1. Slopes

All lawn areas shall maintain a minimum slope of 2.0%, or 2 feet in 100 feet, and a maximum slope of 4%, or 4 feet in 100 feet. The developer shall submit grading plans to the Parks Department for approval prior to beginning construction.

3.5.2. Filling / Borrow

There shall be absolutely no burying permitted of site debris, construction debris or rubbish, or any other extraneous matter on the park site(s). Areas to receive approved fill shall receive clean fill,

free of large boulders, concrete, or other debris. The park site may not be used as a borrow pit.

3.5.3. Environmental Precautions / Assessment

For all lands to be dedicated to the City, the Developer shall provide a minimum of a Phase 1 Environmental Assessment, produced by a recognized consultant. This assessment shall check for hidden, or unknown environmental factors including, but not limited to, buried or contaminated soils and aquifers, underground storage tanks, and dump sites.

At all times during construction, the Developer shall take appropriate precautions and prevent the discharge and / or dumping of hazardous wastes, liquid or solid, from his or other's operations on any sites within the development, including those to be dedicated to the City. Police and local Fire Departments shall be notified of any temporary storage of hazardous materials during construction.

3.6. Detention / Retention Basins - Stormwater Management

3.6.1. General:

1. It is not the practice or desire of the Parks Department to accept retention / detention facilities as part of a neighborhood park. Special consideration may be given for acceptance of detention / retention ponds if they are adjacent to other park areas and meet usability criteria at the discretion of the Board. This may include, but not be limited to, safe access, fishing, incorporated trail systems, overlooks, or natural habitats. At no time shall the Parks Department accept said basins alone or for stormwater management purposes alone.
2. Should detention or retention ponds be part of the local donation, they shall meet the following requirements.
 - a. Construction shall be in accordance with engineering drawings approved by the City and shall meet all applicable Parks Department standards.
 - b. Changes to the plans including, but not limited to, percent of slope, grading, depth of top soil, location of structures or any other improvements shall not be implemented unless first approved in writing by the Parks Department.
 - c. Comply with state statute regarding distance from ROW's.

3.6.2. Retention Basins (Wet Ponds)

1. Design Standard – Retention ponds shall be designed to facilitate a low degree of maintenance and reduce potential hazards for users and maintenance staff.
2. Shape – Pond configuration shall be natural in appearance featuring varying slopes running down to the shoreline. Shoreline shall undulate at varying degrees around the pond perimeter. Provisions in the plans for configuration of a pond shall allow for access for dredging, grate maintenance, and accommodation of maintenance considerations. The Parks Department and developer shall jointly determine final shoreline configuration.
3. Size – the ponds shall be no smaller than two (2) acres.
4. Depth – These areas are designed to a minimum depth below normal water levels of 6 feet. If fish are to be maintained, 25% of the pond shall be a minimum depth of 12 feet. These areas must have a safety shelf 5' - 10' feet in width at a depth of 2 feet below the normal water elevation. The slope to the bottom of the pond beyond the safety shelf shall be 2:1 and the slope up from the safety shelf to the normal water level shall be a maximum of 3:1. (Subdivision control ordinance 2000-2, dated 3-9-00)

5. Bank Stabilization – Protection against erosion and water level fluctuations is required. Stabilization shall be provided through one of the following means:
- Complete establishment of perennial ground cover, water tolerant grasses, or natural vegetation to the approval of the City;
 - Construction of retaining walls; or
 - Use of rip-rap underlain by gravel and filter fabric.

The use of rip-rap and retaining walls as a sole means of shoreline protection will not be permitted.

6. Sedimentation – All storm water inlet points must have calculated desilting basins below the required 6 feet depth. Desilting basin volume shall be 500 ft³ / acre of tributary impervious area. Developer shall provide engineering plans, estimating probable quantities of sediment from the watershed at five-year intervals for a 25 year period. The Developer shall construct sediment basins to handle the aforementioned sediment. A cleaning/dredging plan shall also be included. The City shall approve all engineering and installation. Existing Public Ordinances and annexation agreements shall regulate all additional storm water design considerations and management.
7. Aquatic Plantings – Shoreline areas selected for the planting of aquatic and emerging aquatic vegetation, slope requirements shall be appropriate to ensure healthy growth and development of the specified vegetation type.
8. Shoreline Slopes (Above Water) – An area six feet wide and around the perimeter of the pond shall slope towards the pond at the rate of 2 to 5%. No slope beyond the six-foot strip shall exceed a 5:1 slope (20%).
9. Buffers – In areas where a pedestrian / bicycle trail occurs between the property line and a pond, there shall be a minimum 50' wide buffer between the property line and the high-water level line. The 50' wide buffer will be broken down into a minimum 20' wide area between property line and outside edge of the path, and a minimum 12' wide area between the inside edge of path and the high-water level line.

In areas where there are no paths between the property line and a pond, there shall be a minimum 30' wide buffer between the property line and the high-water level line.

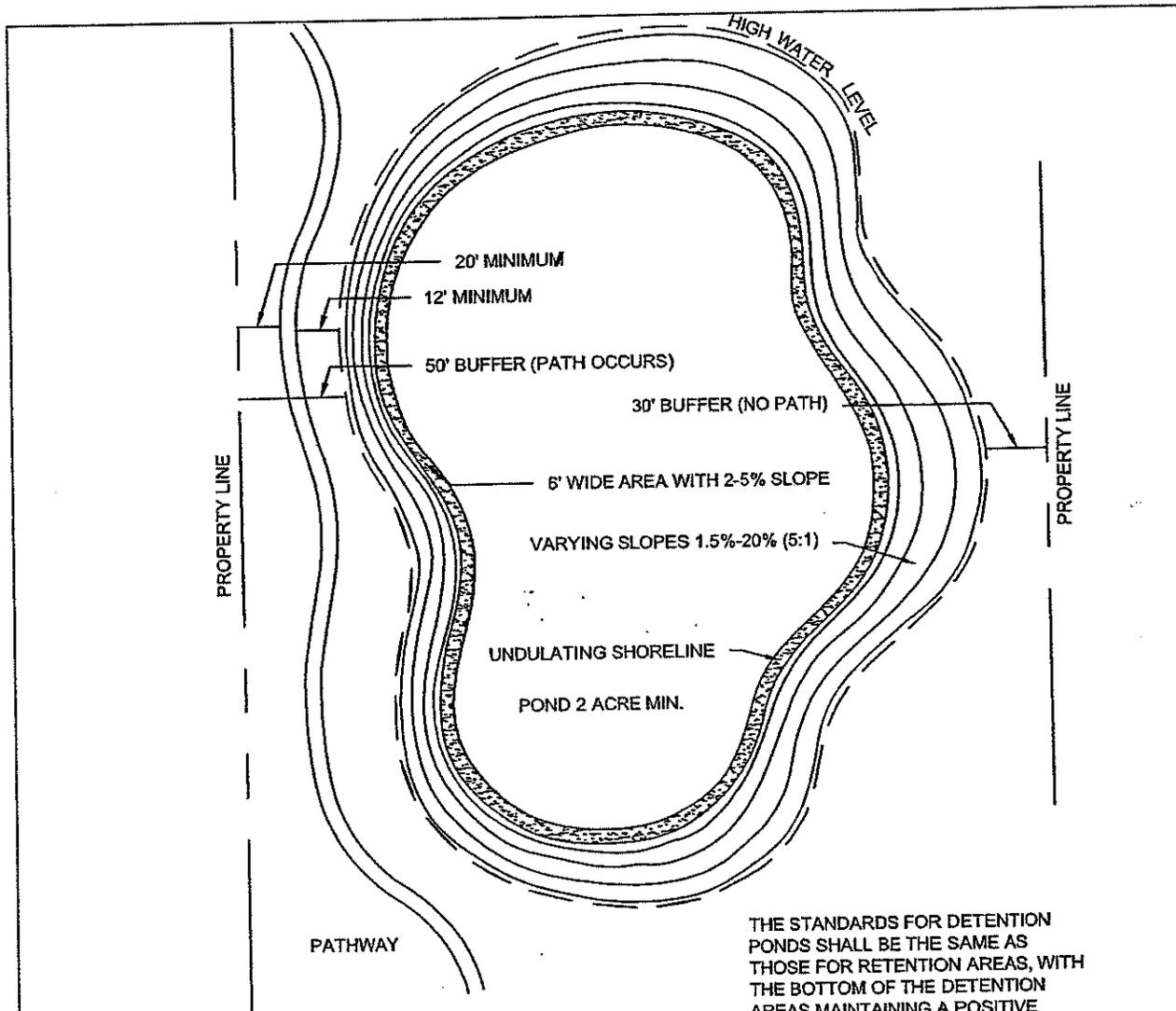
10. Aeration – Developers shall incorporate aeration systems into all retention basins that do not incorporate a constant flow of water. The City shall approve all engineering and installation.

Developers are encouraged to incorporate aeration in all other retention basins to improve water quality and provide desirable aesthetics.

3.6.3. Detention Basins (Dry Ponds)

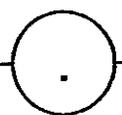
- Requirements for detention basins shall satisfy design criteria as set forth in the Grading Section of these Standards. The major consideration is the dual use of detention and recreation. In order to facilitate review of park areas, the proposed outline of the detention at the one-year, 10-year, and 100-year high water line shall be illustrated on the preliminary plan or the P.U.D. plat.
- Buffers – The buffers shall be the same as those mentioned under Retention Basins (Ponds) above.

3. Design - These areas are designed with a 2 year low flow underdrain system so that ponding beyond the storage does not occur and that a good stand of grass can be maintained. The pond bottom slope shall be a minimum of 2% except that a 0% slope will be allowed directly over the underdrain pipes. All incoming and outgoing conduits shall have concrete flared end section or poured in place headwall with grates. 2 foot inlets can be placed over the low flow pipe. The maximum water depth below the HWL shall be 4 feet. .



THE STANDARDS FOR DETENTION PONDS SHALL BE THE SAME AS THOSE FOR RETENTION AREAS, WITH THE BOTTOM OF THE DETENTION AREAS MAINTAINING A POSITIVE SLOPE OF 2% MINIMUM.

RETENTION/DETENTION PONDS



N.T.S.

3.6.4. Inlet and grate design

1. All grates for drainage inlets shall be bicycle safe and accessible per the ADA when placed in walkways or drives.
2. All trash covers for storm inlets shall have a maximum opening of 3.5" square to prevent head entrapment. All grates on drain culverts and pipe inlets and outlets shall be bolted in place.

3.7. Greenways /Wetlands / Floodplain areas

For areas of natural habitat re-establishment or enhancement, the Developer shall submit complete installation and maintenance plans to the City prior to acceptance of the development plat.

3.8. Conservation and Protected Areas

For areas to be dedicated, an environmental study including a topographic map shall be completed by the developer identifying the endangered and protected areas, summary of floristic quality, wetland, and floodplain maps and inventory of wildlife, vegetation, and habitats. Watershed areas shall be identified with recommendations for management. All studies shall be completed prior to the land dedication. Developer shall comply with Wetland Ordinance.

3.9. Turf Grass

Developers shall install turf grass in agreement with the Parks Department. This work shall occur after the placement of all topsoil, fine grading, and installation of sidewalks, pathways, and plant material.

All park access points of 100 ft. width or less shall be sodded. Sodding procedures shall be in compliance with all Parks Department regulations regarding sodding and watering practices.

The seed shall be a premixed Bluegrass / Ryegrass mixture approved by the Parks Department. The mixture shall be by weight a 70% mixture of 3 Kentucky Bluegrasses (equal percentages) and a 30% mixture of 3 perennial Ryegrasses (equal percentages). The mixture shall be sown at the rate of 220 lbs. per acre. All seed shall be certified 98% purity and 80% germination. Prior to seeding, all lawn areas shall be fertilized with an approved starter fertilizer at an approved rate. The fertilizer shall be cultivated into the top three inches of the topsoil.

The seeding season in the spring shall be April 1 to May 15. The fall season shall be August 15 – October 1.

The developer shall reseed all areas that do not germinate and repair all eroded areas and reseed them until 90% germination has taken place. All other aspects of maintenance will be done by the Parks Department.

3.9.1. Mulching

The seeded areas shall be mulched as follows:

1. Seeding areas designated to receive erosion control blanket shall be covered with biodegradable seed blanket as specified. All seeded areas of slopes steeper than 4:1, the bottom of swales and around drainage structures, should be mulched with erosion control blanket the same day as seeded.

- a. The blanket shall be laid out flat, evenly and smoothly, without stretching the material. The blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil.
 - b. For placement in ditches, the blankets shall be applied in the direction of the flow of the water and butted snugly against each other. The blankets shall be stapled in place, using 4 staples across the upstream end at the start of each roll and placing staples on 4 foot centers along each side. A common row of staples shall be used along seams of adjoining blankets. All seams shall overlay at least 2 inches.
 - c. On slopes, the blankets shall be applied either horizontally or vertically to the contour and stapled in place similar to ditch applications except that the staple space interval shall be 6 feet.
2. Seeding areas incorporating an annual temporary mix do not require mulching.
 3. Turfgrass seeding areas shall be mulched in accordance with the 'Standard Specifications'. Contractor is responsible for obtaining all water for the work.
 4. All seeded areas less than 4:1 slope should be mulched within twenty-four (24) hours of seeding using straw with tackifier or hydraulic mulch.

Straw – Rate: 2 tons (4000 lbs.) per acre
 Mulch binder for straw – 40 lbs. per acre
 Hydraulic mulch – 2000 lbs. mulch : minimum 2000 gal. water per acre

3.10. Existing Vegetation, new plantings, and landscaping

3.10.1. Existing Vegetation

Existing vegetation including, but not limited to, trees, shrubs, grasses, and wildflowers shall be protected during the construction process if determined by the Parks Department to be preserved. Development plans shall include methods of protecting such vegetation during the developer's construction process.

3.10.2. New Landscape Material - Planting Standards

3.10.2.1. Minimum Size/Quality

All landscape material shall meet the standards of the American Nurseryman's Association.

Trees planted in parks shall be a minimum size of:

SHADE	2.5 inch caliper BB
INTERMEDIATE	1.5 inch caliper BB
EVERGREEN	6 foot high BB

All landscape material shall be subject to Parks Department inspection at the source of origin.

3.10.2.2. Planting Season

Regardless of calendar date, trees must be dormant at the time they arrive at the site of the work or storage site. If trees are dug in-season, they must be properly watered and sheltered until the time of planting.

Spring Planting: This work shall be performed from the time the soil can be worked until the plant, under field conditions, is not dormant except that Evergreen planting shall terminate on June 1.

Fall Planting: This work shall be performed from the time the plant becomes dormant until the ground cannot be satisfactorily worked except that evergreen planting shall be performed between September 1 and November 1.

3.10.2.3. Excavation of Plant Holes

The sides of all plant holes shall be angled at approximately 45 degrees. All plant holes shall be dug in such a manner that the inside surfaces of the hole shall be in a loose friable condition prior to planting. Glazed or compacted sides will not be permitted. The equipment used to dig the plant holes must be approved by the Parks Department.

Plant holes shall be twice the diameter of the root ball. The root ball shall set on compacted, undisturbed earth.

On slopes, the depth of excavation will be measured at the center of the hole.

3.10.2.4. Planting Procedures

Backfill may be excavated topsoil. The backfill shall, at the time of planting, be in a loose, friable condition.

All plants shall be placed in a plumb position and set at the same depth as they grew in the nursery field. Backfill shall be placed around the root system. Tamping or watering shall accompany the backfilling operation to eliminate air pockets. Set the base of the tree trunk two inches above the surrounding soil.

A thorough watering of trees, with a method approved by the Parks Department shall follow the backfilling operation. This watering shall completely saturate the backfill and be performed during the same day of planting. After the ground settles, as a result of the watering, additional backfill shall be placed to match the level of the finished grade. Approved watering equipment shall be at the site of the work and in operational condition prior to starting the planting operation.

Balled and Burlapped / Basketed Plants: After the plant is placed in the hole, all cords and burlap, or the complete basket, shall be cut away from the top one half of the balls.

A circular water saucer shall be constructed around each individual plant to the satisfaction of the Parks Department.

3.10.2.5. Mulching / Wrapping

Immediately after watering, plants shall be mulched. A layer of wood chips shall be used to cover the circular water saucer to a depth of four (4) inches when settled.

All mulching shall be kept in a minimum of 6" from the trunk of all trees and shrubs.

Immediately after planting, trunks of all deciduous trees shall be wrapped spirally from the ground to the lowest major branch (after pruning) overlapping the wrap at least one third (1/3) of its width. Trees shall not remain wrapped during the summer months.

3.10.2.6. Pruning Procedures

Qualified personnel, experienced in horticultural practices and operations, shall perform all pruning. The method and location of pruning and the percentage of growth to be removed shall meet the approval of the Parks Department. All pruning shall be done with sharp tools in accordance with the best horticultural practices.

The ends of all broken and damaged roots of ¼ inch or larger shall be pruned with a clean cut, removing only the injured portion. All broken branches, stubs, and improper cuts of former pruning shall be removed.

Pruning shall consist of thinning the twigs or branches as dictated by the habit of growth and the various types of the trees to be pruned, and as directed by the Parks Department. The leader and terminal buds shall not be cut unless directed by the owner.

Evergreens: Evergreens shall not be pruned except to remove broken branches.

3.11. Pathways and Trails on Public Property

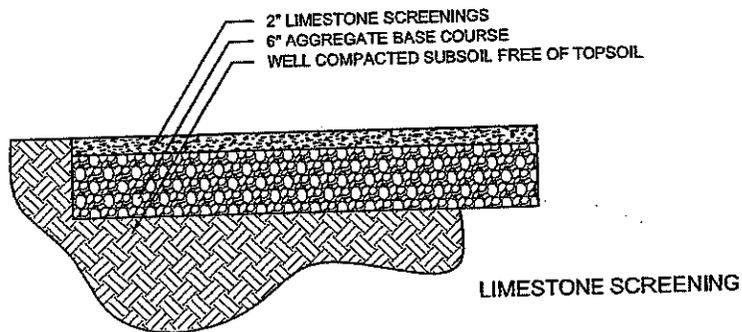
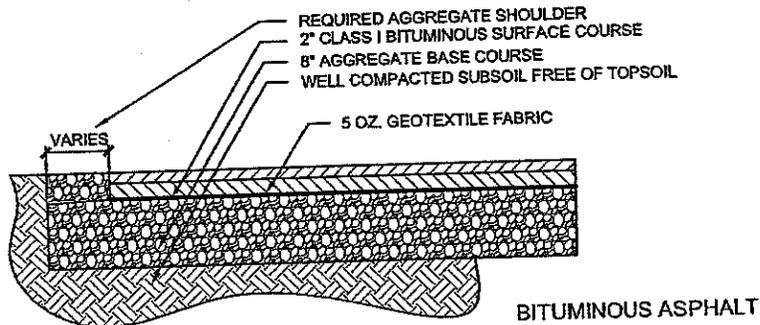
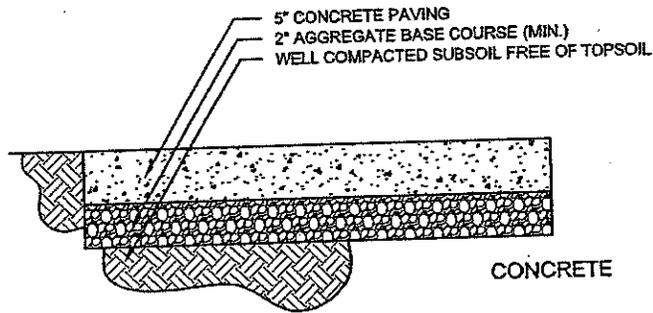
Where pathways are required, they shall be constructed of concrete, bituminous asphalt, or limestone screenings to the satisfaction of the Parks Department. The concrete pathways shall consist of a 5" thick layer of concrete resting upon a 2" thick (min.) aggregate base course. The bituminous asphalt pathways shall consist of a minimum 8" thick aggregate base course, and 2" thick bituminous surface course. The limestone screenings pathways shall consist of a minimum 6" thick aggregate base course and a 2" thick limestone screenings surface course. Other requirements and improvements may be required based on the location and needs of the site.

The minimum widths of pathways shall be as follows:

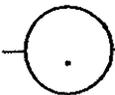
- o Pedestrian..... 5' (concrete)
..... 6' (bituminous asphalt or limestone screenings)
- o Normal Traffic Pedestrian and Bicycle ... 8' (bituminous asphalt or limestone screenings)
- o High Traffic Pedestrian and Bicycle..... 10' (bituminous asphalt)

The 8' and 10' pathways shall have minimum radii on turns and curves that will support a pickup truck without leaving the pavement. All trails expected to receive federal funding must be designed to AASHTO standards. The 8' wide and 10' wide paved pathways shall have 12" wide aggregate shoulders. A minimum of 2 feet wide level graded shoulder with grass is required on each side for clearance.

To meet accessibility standards, pathways may not have longitudinal slopes greater than 5% or cross slopes greater than 2% unless there is a secondary access route that provides access to the area or facility. A grade of 5% should not be longer than 800 feet.



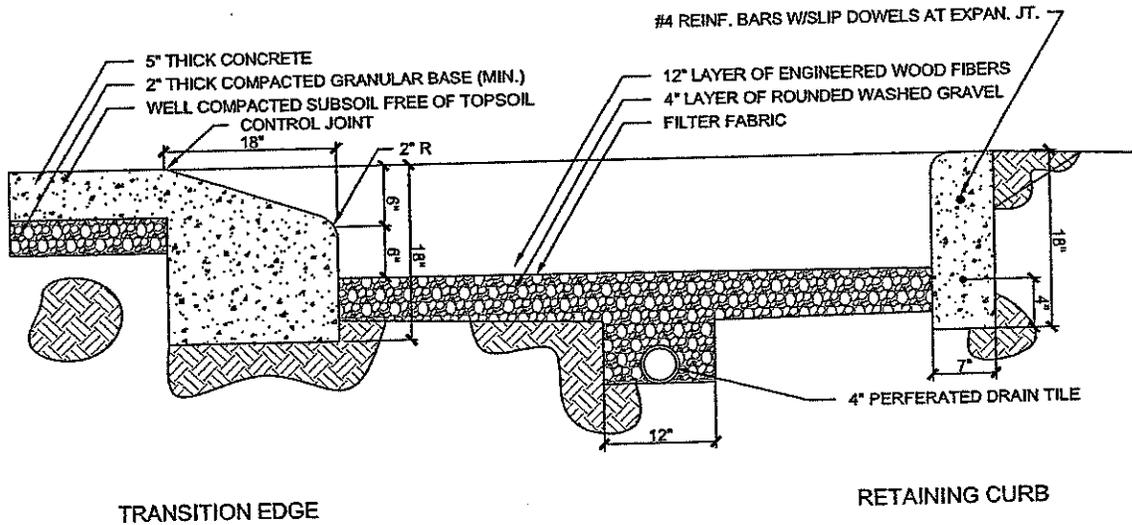
SIDEWALK / TRAIL SECTIONS



N.T.S.

3.12. Playgrounds / Park Improvements

1. Should the Developer desire to install a playground or other park improvements on behalf of the City with the City's approval, the City shall approve all plans and construction methods to be used, including, but not limited to, equipment, materials, grading, and drainage.
2. Playgrounds shall be designed with accessible curbing, concrete retaining curb, and surfacing as shown on the following detail.



PLAYGROUND DETAILS
N.T.S.

3.13. Maintenance Standards (By Developer)

The developer shall maintain the park site until all improvements and requirements specified in this document are completed, turf is fully established, and the United City of Yorkville formally accepts the site. Maintenance of the park site shall include the following until the conveyance process is fully complete.

3.13.1. Escrows (Under Legal Consideration)

The Parks Department, in no circumstance, shall be responsible for the maintenance and repair of storm drainage structures, pipe, other appurtenances, or shoreline degradation. These responsibilities shall be left to the developer, or homeowners association. See the following suggested language:

- 1. In order to assist the future Homeowner's Association with maintaining the on-stream storm water detention system, the Developer shall establish and fund a cash reserve for said work in the amount of \$_____ prior to conveying said system to the Association and / or Parks Department.*
- 2. Owners and Developers agree to the Municipality enacting a dormant Special Service Area (SSA) to act as a back up in the event that the Homeowner's Association fails to maintain the private common areas, private detention ponds, perimeter landscaping features, and entrance signage within the Subject Property.*
- 3. In other cases, the Developer shall escrow an amount equal to one year of projected maintenance costs. This amount shall be agreed upon by the City. Escrows shall automatically renew each year until the park site(s) are accepted by the City.*

3.13.2. General

1. All rubbish and debris including, but not limited to, old tires, construction material, fencing, tree houses, trash, and other material not desired by the Parks Department, shall be removed from the site prior to conveyance.
2. Until such time as the United City of Yorkville has accepted the park site, the City shall not be held liable for any damages that may occur on such a park site, and shall be held free and harmless from any and all claims that may be submitted. Upon formal acceptance of the park site improvements by the Parks Department, the Parks Department will assume maintenance of the park site.
3. All storm water structures shall include proper grates and covers to protect the public and shall be maintained free of debris to ensure unrestricted flow of storm water runoff.

3.13.3. Turf

1. Turf shall be mowed at regular intervals and shall not exceed 4.5 inches in height.
2. Areas of erosion, including but not limited to swales, slopes and around storm structures shall be repaired/restored in accordance with grading and seeding requirements. All areas within 10 feet of on-site structures shall be sodded rather than seeded for erosion control purposes. Full establishment of turf is required before acceptance.
3. In cases where existing trees and shrubbery are present on the site, deadwood and undesirable trees or thinning of dense growth shall be removed prior to conveyance. This may include branches or entire trees and shrubs. All stumps shall be ground to 12 inches below grade, backfilled and restored in accordance with grading and seeding requirements.

4. Fully established turf is defined as ninety percent (90%) free of weeds and bare spots, vigorously growing, and containing a well established root system with multiple blades per plant.

3.13.4. Plantings

1. Maintenance shall begin immediately after the planting is completed and shall continue until final inspection and acceptance. Maintenance of new plantings shall consist of weeding, watering, mulching, spraying, resetting plants to proper grades or upright position, repair of water saucers or other work that is necessary to maintain the health and satisfactory appearance of the plantings.
2. Watering: Additional watering, up to 50 gallons per tree, shall be performed at least once within every thirty (30) days during the months of May through October. The schedule for watering within the thirty (30) day increment will be determined by the Parks Department. Should excessive moisture conditions prevail, the owner may delete any or all of the additional watering cycles or any part of said cycles. The contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of supplemental watering.
3. Weeding: Weeds and grass growth shall be removed from within the earthen saucer of individual trees and from the area within the periphery of the mulched plant beds. This weeding shall be performed at least once during the months of May through October. The Parks Department will determine the weeding schedule. The contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.
4. The contractor shall guarantee all plant material for a period of one (1) year from the date the plants are accepted by the Park Board.
5. All plant material, which dies within thirty (30) days after being planted, shall be replaced immediately and be considered as part of the original planting and subject to the guarantee period of one (1) year. Should the plant not be installed until a later date, the guarantee period shall take effect from the date of planting.

3.13.5. Mesic and Wet mesic areas

After the initial mesic/wet-mesic seeding work is completed and all initial work has been completed satisfactorily according to the specifications, the following establishment and maintenance work shall be performed by the Contractor for a period of (3) years as outlined below:

Maintenance, including watering, mowing, herbicide application and burning will be required to assist the mesic/wet-mesic vegetation in growth and reduce the competition of weeds until all mesic/wet-mesic seeding has established and matured and been accepted by the owner.

a. First Year

1. Weed Control

- a. Review the site and treat all noxious weeds with a herbicide by a "wicking application" and hand weeding as appropriate once per month from May through September. (Herbicide by spray application will not be allowed because of overspray and the drifting down of herbicide killing the mesic/wet-mesic species below the weeds.)

- b. When the mesic/wet-mesic vegetation reaches the height of twelve (12") inches, the Contractor shall mow it to a height of six (6") inches. No more than two mowings per season is necessary. (Mowing the site helps to control weeds and allows mesic/wet-mesic plants to compete.)

2. Species Enrichment

- a. Overseed thin, bare, or weedy areas with the appropriate seed mix per seeding dates as specified.
- b. Plant herbaceous plugs for greater impact (optional).

b. Second Year

1. Controlled Burn

- a. Prepare and obtain a controlled burn permit from the IEPA in January.
- b. Conduct controlled burn in early spring. (Burning is necessary to reduce the non-native weeds while promoting the desired mesic/wet-mesic species.) Weather conditions may necessitate schedule changes. Such changes shall require owner approval.
- c. Review site and mow areas that did not burn.

2. Species Enrichment

- a. Overseed thin, bare, or weedy areas per seeding dates as specified.
- b. Plant herbaceous plugs for greater impact (optional).

3. Weed Control

Review the site and treat all noxious weeds with a herbicide by a "wicking application" and hand weeding as appropriate once per month from May through September. (Herbicide by spray application will not be allowed.)

- a. When the mesic/wet-mesic vegetation reaches the height of twenty-four (24") inches, the Contractor shall mow it to a height of twelve (12") inches. Only one mowing per year is necessary.

e. Third Year

1. Controlled Burn

- a. Prepare and obtain a controlled burn permit from the IEPA in January.
- b. Conduct controlled burn in early spring. Weather conditions may necessitate schedule changes. Such changes shall require owner approval.
- c. Review site and mow areas that did not burn.

2. Species Enrichment

- a. Overseed thin, bare or weedy areas per seeding dates as specified.
- b. Plant herbaceous plugs for greater impact (optional).

3. Weed Control

- a. Review the site and treat all noxious weeds with a herbicide by a "wicking application" and hand weeding as appropriate once per month from May through September. (Herbicide by spray application will not be allowed.)
- b. When the mesic/wet-mesic vegetation reaches the height of twenty-four (24") inches, the Contractor shall mow it to a height of twelve (12") inches. Only one mowing per year is necessary.

3.13.6. Playground and Site Improvements

Until acceptance by the Park Board, the Developer shall maintain any park improvements in a safe and clean condition, including inspections for dangerous objects, vandalism, and wear and tear.

APPENDICES

Yorkville Land Donation Ordinance

EXHIBIT "O"

APPLICABLE BUILDING CODES

[ON FILE WITH THE CITY]

YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT #115

"Positive Attitudes Create Success"

Administrative Service Center

602 Center Parkway, Suites A&B

P.O. Box 579

Yorkville, Illinois 60560

teagler@yorkville.k12.il.us

Ph. 630-553-4382

Fax. 630-553-4398

Dr. Thomas D. Engler
Superintendent

July 16, 2003

Anna B. Kurtzman, AICP
Development Coordinator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: Land/Cash Reply to Developments

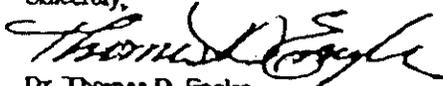
Dear Ms. Kurtzman,

Please be informed, in reference to the following developments, District #115 has determined it would be beneficial to take a combination of land and cash, specifically, 15 acres of land for a school site in each development and the remainder of the acreage owed in cash as so designated under the current land/cash formula:

Fisher Annexation (Kimball Homes): School Donation required=26.950 acres - requested=15 acres for a school site and the remaining 11.9 acres in cash at today's dollars of \$58,000 per acre.

Westbury (Ocean Atlantic): School Donation required = 26.162 acres - requested = 15 acres for a school site and the remaining 11.162 acres in cash at today's dollars of \$58,000 per acre.

Sincerely,



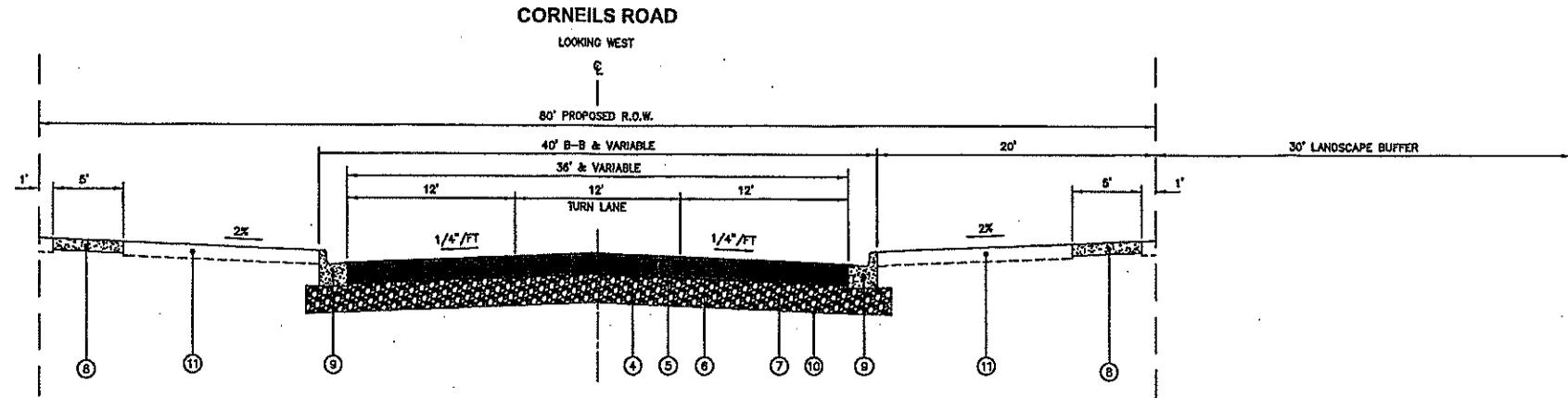
Dr. Thomas D. Engler
Superintendent of Schools

"It is the mission of the Yorkville Community Unit School District #115 to prepare each student to be a productive citizen in the world that he/she will shape by providing an education that challenges each individual, utilizing the resources of an interactive, responsible community."

EXHIBIT "R"

FORM OF RECAPTURE AGREEMENT

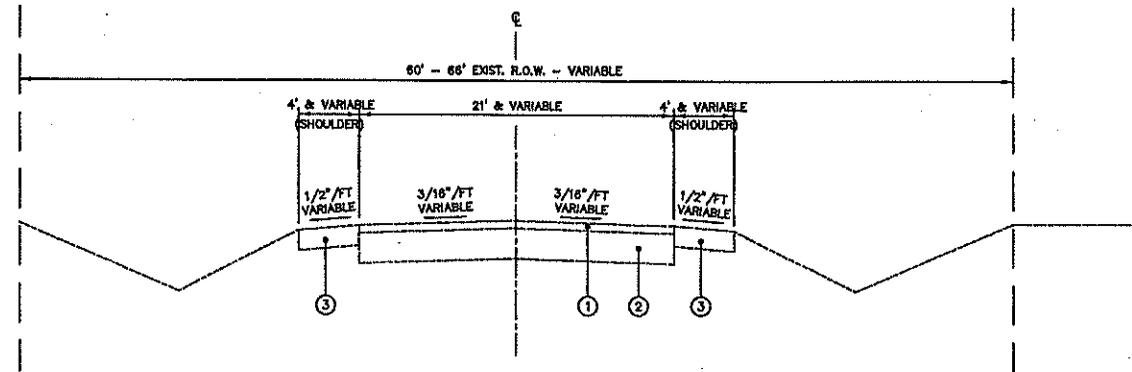
[ON FILE WITH THE CITY]



PROPOSED TYPICAL PAVEMENT CROSS SECTION

WESTBURY VILLAGE

URBAN - FULL RECONSTRUCTION
N.T.S.



EXISTING TYPICAL PAVEMENT CROSS SECTION

LEGEND

- | | |
|---|---|
| ① EXISTING BITUMINOUS CONCRETE SURFACE | ⑦ SUB-BASE GRANULAR MATERIAL, TYPE B 12" (CA-6, CRUSHED) |
| ② EXISTING BASE MATERIAL | ⑧ P.C.C. SIDEWALK, 5" |
| ③ EXISTING AGGREGATE SHOULDER | ⑨ COMBINATION CONCRETE CURB & GUTTER, B-6.18 |
| ④ BITUMINOUS CONCRETE SURFACE COURSE SUPERPAVE MIX "D", N70, 1 1/2" | ⑩ AMOCO 4551 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION |
| ⑤ BITUMINOUS MATERIALS (PRIME COAT) | ⑪ TOPSOIL, SEEDING CLASS 2A AND EROSION CONTROL BLANKET |
| ⑥ BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19, N70, 7 1/2" | |

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Engineering Enterprises, Inc.
Consulting Engineers
52 Wheeler Road
Sugar Grove, Illinois 60554 630/466-9350

UNITED CITY OF YORKVILLE
Kendall County, Illinois

NO.	DATE	REVISIONS

WESTBURY VILLAGE - CORNEILS ROAD
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

TYPICAL URBAN CROSS SECTION
FULL RECONSTRUCTION
3-LANE WITH STRIPED MEDIAN

DATE: SEPTEMBER 2004
PROJ. NO.: Y00202
FILE NO.: Y0020201
Exhibit Q

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

RESOLUTION NO. 2002- 04
RESOLUTION APPROVING SPECIAL TAX BOND POLICY

WHEREAS, the UNITED CITY OF YORKVILLE is experiencing substantial growth for residential, commercial, manufacturing, and industrial uses which require the installation of substantial infrastructure to the City and related tax bodies; and

WHEREAS, the need for substantial installation of infrastructure has generated extra ordinary costs over and above those normally associated with the development of real property within the City limits; and

WHEREAS, the City if desirous of providing that the cost of infrastructure be borne as much as possible from private funding sources, so as not to constitute a burden on its existing citizens; and

WHEREAS, the Illinois Legislature has approved various private funding mechanisms know as Special Tax Service Areas (SSA) and Special Tax Assessment Areas (SAA), but not limited thereto, and there may be future types of private funding mechanisms created which will inure to the benefit of the UNITED CITY OF YORKVILLE and private property owners to provide private funding mechanisms for purposes of creating a fund for payment and construction of infrastructure improvements; and

WHEREAS, the UNITED CITY OF YORKVILLE through the services of private Consultants has done a study to determine the applicability of said private funding mechanisms to the creation, design, and construction of infrastructure improvements within the UNITED CITY OF YORKVILLE; and

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

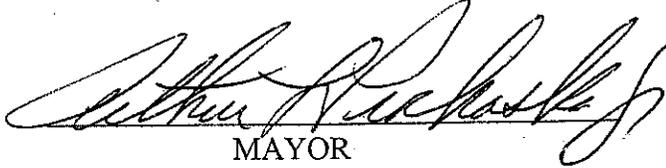
WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

MIKE ANDERSON 
VALERIE BURD 
LARRY KOT 
ROSE SPEARS 

JOSEPH BESCO 
PAUL JAMES 
MARTY MUNNS 
RICHARD STICKA 

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 20th day of March, A.D. 20 .


MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois

this 27th day of March, A.D. 2007.

Attest: 
CITY CLERK

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

3/27/02

United City of Yorkville

SPECIAL TAX BOND POLICY

General Statement:

In order to provide more comprehensive public infrastructure for projects undertaken in the City and to help projects meet or exceed the desired standards and guidelines of Yorkville, it is the desire of the City to consider issuing Special Tax Bonds as a municipal financing instrument. The Special Tax Bonds shall be issued as either Special Service Area Bonds (35 ILCS 200/27-5) or Special Assessment Bonds (65 ILCS 5/9-1-1) (the "Bonds"). Such Bonds shall finance public infrastructure for defined areas where the burden of the tax or assessment is limited to that specific area. The City will not be liable or responsible for, nor will it pledge any general obligation or other City revenue for, the repayment of such Special Tax Bonds. The Bonds shall be repaid only from a tax or assessment on the benefited property. No other taxpayers are obligated to pay this special tax.

Eligible Infrastructure Costs:

The City will consider the issuance of Special Tax Bonds for the following public costs associated with a proposed project:

- Water mains, laterals and qualified water storage and production facilities
- Sewer interceptors, mains & laterals
- Sewer treatment facilities
- Roads including signaling
- Right of way landscaping & curbs
- Engineering and related professional fees
- Walking paths & sidewalks
- Park improvements
- Offsite land acquisition cost for storm water & detention improvements including regional or multi-party storm water management use
- Certain connection fees
- Certain mass grading costs
- Certain pro-rata costs for police, fire and/or public works facilities related to the project

APPROVED BY
CITY COUNCIL
ON

3/27/02

All such costs shall pay for public improvements that are either owned by the public or are the subject to permanent public easements. All such costs shall be reviewed and approved by the City and its bond counsel and financial advisor before issuance.

Eligible Projects:

The City will consider such Bonds for housing, retail, commercial, office and/or industrial projects. Realizing that there is an expenditure of time and effort on the part of the City and its professionals, the City requests that a qualified bond underwriter review all Special Tax Bond proposals for reasonableness and marketability before the formal presentation to the City.

The City may further and likely will, hire the services of an independent financial consultant to review the terms of any Special Tax Service Area or Special Assessment Area Bonds, advising the City of the appropriateness of the issue, the marketability, and providing financial advice to the City. Further, the City shall seek an independent Bond Counsel to issue a Legal Opinion Letter ensuring that the City has no direct liability or residual liability on said Bonds. All the consulting fees incurred by the City whether for legal services or independent financial consulting shall be reimbursed to the City out of the Bond proceeds, at the first draw down upon said bonds.

Policies & Procedures: All normal and regular City ordinances, policies, procedures and subdivision control standards shall be followed and required of the proposed project.

The City reserves the right to suspend or stop discussion or proceedings concerning Special Tax Bonds at anytime.

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

200600022873
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
07-27-2006 At 09:30 am.
ORDINANCE 52.00
RHSP Surcharge 10.00

2006.34

ORDINANCE AMENDING THE
PLANNED UNIT DEVELOPMENT AGREEMENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
WESTBURY VILLAGE
(EAST VILLAGE AT WESTBURY)

WHEREAS, OCEAN ATLANTIC, a Delaware Limited Liability Company, as OWNER/DEVELOPER, entered into a Planned Unit Development Agreement with THE UNITED CITY OF YORKVILLE for the real property legally described on Exhibit "A" and attached hereto and part hereof; and

WHEREAS, the OWNER/DEVELOPER is desirous of amending the Planned Unit Development Agreement in conformance with the Preliminary P.U.D. Plan and Plat for East Village at Westbury attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, OWNER/DEVELOPER agrees to enter into said Amendment to said Planned Unit Development Agreement and that said Amendment shall become effective upon execution; and

WHEREAS, THE UNITED CITY OF YORKVILLE through its City Council and Staff reviewed the Preliminary P.U.D. Plan and Plat for East Village at Westbury and are desirous of amending the Planned Unit Development Agreement to provide for development in accordance with the Preliminary P.U.D. Plan and Plat for East Village at Westbury attached hereto as Exhibit "A"; and

WHEREAS, the OWNER/DEVELOPER agrees to enter into said Amendment to said Planned Unit Development Agreement that shall become effective upon execution; and

NOW THEREFORE in consideration of the mutual covenants and promises herein contained the parties agree as follows:

- 1) The subject property shall be developed in a manner in accordance with the Preliminary P.U.D. Plan and Plat attached hereto and incorporated herein by reference as Exhibit "A".
- 2) A. That the OWNER/DEVELOPER agrees to install a berm with landscaping and a deer fence along the property east of and adjacent to the McArthur property. Furthermore, the OWNER/DEVELOPER agrees to revise the Preliminary Landscape Plan to depict the same. The OWNER/DEVELOPER agrees to consider the concerns of the adjoining property owner, the McArthur family, in the design of any golf course or open space amenities.

B. OWNER/DEVELOPER shall provide profiles, as well as address discharge enhancements for stormwater into the existing creek as part of its Final Landscape Plan and Final Engineering for the subject Development.

C. OWNER/DEVELOPER shall address cross-section, location, and Regional Trail construction in its Final Landscape Plan and Final Engineering for the subject Development.
- 3) Incorporation of recitals: All parties hereto agree that the above contained recitals are an integral part of this Agreement and hereby adopt those recitals as a part of this Agreement.
- 4) The Preliminary P.U.D. Plan and Plat previously attached to the Planned Unit Development Agreement executed by THE UNITED CITY OF YORKVILLE on September 9, 2004 shall be superceded by the Preliminary P.U.D. Plan and Plat attached hereto and incorporated herein by reference as Exhibit "A".
- 5) Right of Notification: All parties hereto agree that except to the extent performance standards or other terms of the original Planned Unit Development have been amended by this Ordinance, all other terms of the original Planned Unit Development Agreement are hereby ratified, republished, and reconfirmed between the parties hereto and remain the agreement of the parties.
- 6) All parties agree that the new Preliminary P.U.D. Plan and Plat attached hereto and incorporated herein by reference as Exhibit "A" is hereby adopted as part of the Planned Unit Development Agreement executed by THE UNITED CITY OF YORKVILLE on September 9, 2004.
- 7) Severability: Should any provision of the Planned Unit Development Agreement be found to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions of the Planned Unit Development Agreement as well as the said Ordinance herein shall remain in full force and affect.
- 8) Said Amendment to Planned Unit Development Agreement shall be binding upon the successors and assigns of all parties.

- 9) That except to the extent modified herein by this Ordinance, the original Planned Unit Development Agreement and Ordinances approving Westbury Village shall remain in full force and effect.
- 10) OWNER/DEVELOPER acknowledges that it has been advised by the United City of Yorkville Staff that connection to the Raymond Outflow Stormsewer is necessary prior to issuance of building permits in the areas affected thereby in Pod 7 of the subject development. OWNER/DEVELOPER further acknowledges that the United City of Yorkville is preparing a Raymond Stormwater Outlet Agreement that would call for participation by OWNER/DEVELOPER in the installation of said Outflow Stormwater Line and related appurtenances prior to issuance of building permits.
- 11) OWNER/DEVELOPER acknowledges that although no contribution to Route 47 Improvements is required by the Annexation Agreement for East Village of Westbury, IDOT Permits and Allocation of engineering costs and construction of roadway improvements will be addressed in future Annexations involving adjacent property to the subject property.

JASON LESLIE

JL

JOSEPH BESCO

JB

VALERIE BURD

VB

PAUL JAMES

PJ

DEAN WOLFER

DW

MARTY MUNNS

MM

ROSE SPEARS

RS

JAMES BOCK

JB

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

this 25 day of April, A.D. 2006.

Arthur L. Luchinsky
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois

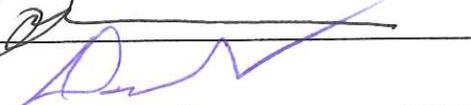
this 25 day of April, A.D. 2006.

Attest. *Deborah N. ...*
CITY CLERK

IN WITNESS WHEREOF, the OWNER/DEVELOPER has executed this Ordinance
Amending the Planned Unit Development Agreement this 25th day of April,
2006.

OWNER/DEVELOPER:

By:  _____

Attest:  _____

Dated: April 25, 2006

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

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1,080 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931, AND RECORDED FEBRUARY 17, 1931, IN DEED RECORD 77, (PAGE 583) AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED DATED JANUARY 8, 1991, AND RECORDED AS DOCUMENT 910147 IN THE OFFICE OF KENDALL COUNTY RECORDER, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, AND CONTAINING 303.3571 ACRES, AND ALSO ALL OF THE PUBLIC HIGHWAYS ADJOINING.

EXCEPT THAT PART OF THE ABOVE DESCRIBED REAL ESTATE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF OLD GALENA ROAD WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5 FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SECTION 8, 2,929.68 FEET TO A POINT; THENCE EASTERLY AT RIGHT ANGLES TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 400 FEET TO A POINT; THENCE NORTH PARALLEL TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 1,928 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 156 FEET TO A POINT; THENCE NORTH 200 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL TO THE CENTERLINE OF OLD GALENA ROAD 965 FEET; THENCE NORTH AT RIGHT ANGLES TO THE CENTERLINE OF OLD GALENA ROAD 600 FEET; THENCE WESTERLY ALONG THE CENTERLINE OF OLD GALENA ROAD 1,515 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WARRANTY OF TITLE
AND

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF OLD GALENA ROAD WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5 FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SECTION 8, 2,929.68 FEET TO A POINT; THENCE EASTERLY AT RIGHT ANGLES TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 400 FEET TO A POINT; THENCE NORTH PARALLEL TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 1,928 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 156 FEET TO A POINT; THENCE NORTH 200 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL TO THE CENTERLINE OF OLD GALENA ROAD 965 FEET; THENCE NORTH AT RIGHT ANGLES TO THE CENTERLINE OF OLD GALENA ROAD 600 FEET; THENCE WESTERLY ALONG THE CENTERLINE OF OLD GALENA ROAD 1,515 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EAST VILLAGE AT WESTBURY YORKVILLE, ILLINOIS

1
SINGLE FAMILY A
32.01 ACRES
12,000 s.f. LOTS
10,000 s.f. ADJACENT TO OPEN SPACE
89 UNITS

SCHOOL SITE
15.00 ACRES

8A
SINGLE FAMILY
11.77 ACRES
32 UNITS

BUFFER SPACE A
3.81 ACRES

2
SINGLE FAMILY ATTACHED
15.04 ACRES
13.55 AC. LAND AREA
149 AC. REGIONAL DETENTION
124 UNITS
8.2 UNITS/ACRE

PARK LAND DONATION
12.15 ACRES
0.47 AC. NEIGHBORHOOD PARK 1
3.81 AC. NEIGHBORHOOD PARK 2
1.87 AC. REGIONAL TRAIL

INTERNAL R.O.W.
5.68 ACRES

8B
SINGLE FAMILY
17.67 ACRES
47 UNITS

4A
**OPEN SPACE A:
CREEK CORRIDOR/
DETENTION - PODS**
1, 6, 8A & 8B
18.86 ACRES

BUFFER SPACE B
2.64 ACRES

SCHOOL SITE
15.00 ACRES

**NEIGHBORHOOD
PARK 1**
3.47 ACRES

COMMERCIAL
33.68 ACRES

9
COMMERCIAL
33.58 ACRES

3
SINGLE FAMILY ATTACHED
19.49 ACRES
17.56 AC. LAND AREA
193 AC. REGIONAL DETENTION
136 UNITS
7.1 UNITS/ACRE

4B
**OPEN SPACE B:
CREEK CORRIDOR/
CLUBHOUSE**
24.13 ACRES

INTERNAL R.O.W.
.88 ACRES

BUFFER SPACE C
3.82 ACRES

5
SINGLE FAMILY ATTACHED
17.63 ACRES
13.52 AC. LAND AREA
4.11 AC. REGIONAL DETENTION
137 UNITS
7.8 UNITS/ACRE

6
SINGLE FAMILY B
31.68 ACRES
12,000 s.f. LOTS
10,000 s.f. ADJACENT TO OPEN SPACE
84 UNITS

7
SINGLE FAMILY ATTACHED
21.35 ACRES
18.79 AC. LAND AREA
2.56 AC. REGIONAL DETENTION
171 UNITS
8.0 UNITS/ACRE

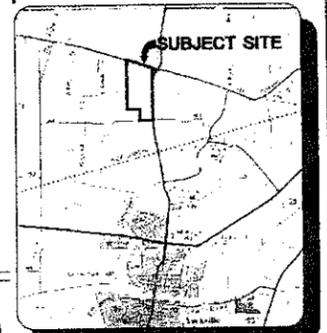
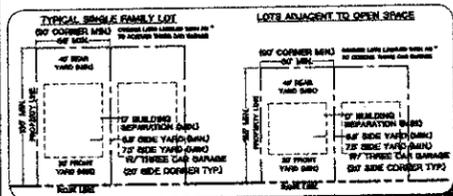
PROPOSED R.O.W. EXPANSION
1.19 ACRES
FUTURE EXPANSION OF CORNELIS ROAD TO AN 80' R.O.W.

OPEN SPACE D
27 ACRES

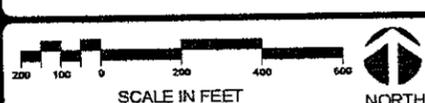
BUFFER SPACE D
1.32 ACRES

OPEN SPACE C
2.29 ACRES

SITE DATA		
SINGLE FAMILY	83.13 ACRES	81.0 % 252 UNITS
12,000 S.F. FT. NEIGHBORHOODS 1, 8, 8A & 8B		
SINGLE FAMILY ATTACHED	73.61 ACRES	24.5% 570 UNITS
TOWNHOMES	37.32 AC.	295 UNITS
COURTYARD HOMES	38.29 AC.	296 UNITS
INCLUDED 400 AC. W/STORMWATER RETENTION		
OPEN SPACE	92.89 ACRES	30.8%
OPEN SPACE A	18.86 AC.	
OPEN SPACE B	24.13 AC.	
OPEN SPACE C	2.29 AC.	
OPEN SPACE D	27 AC.	
SINGLE FAMILY DETENTION	3.40 AC.	
SCHOOL SITE	15.00 AC.	
PARK SITE 1	3.47 AC.	
PARK SITE 2	3.81 AC.	
BUFFERS	11.80 AC.	
REGIONAL TRAIL	1.87 AC.	
COMMERCIAL	33.58 ACRES	11.1 %
INTERNAL R.O.W.	6.56 ACRES	2.2 %
FUTURE R.O.W.	1.19 ACRES	.4 %
FUTURE EXPANSION OF CORNELIS ROAD TO AN 80' R.O.W.		
TOTAL	300.68 ACRES	100% 822 UNITS
DENSITY		
GROSS	2.79 UNITS/AC.	
NET	3.08 UNITS/AC.	
* INCLUDES REMOVAL OF 33.58 AC COMMERCIAL SITE		



OVERALL PRELIMINARY P.U.D. PLAN & PLAT



Lannert Group

Landscape Architecture • Planning • Community Consulting
(830) 208-8068
Fax (830) 208-8050
http://www.lannert.com
lg@lannert.com

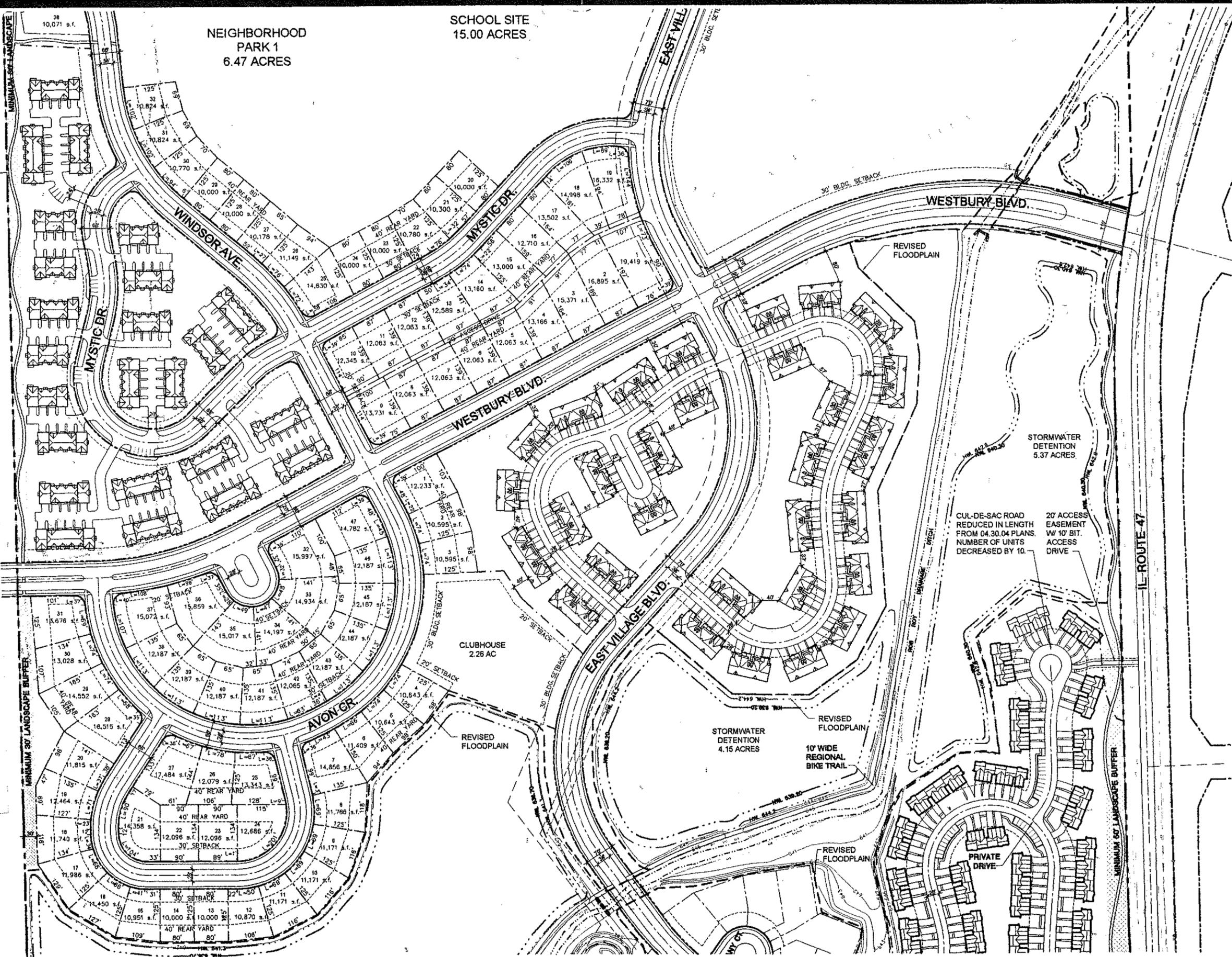
215 Fulton Street
Geneva, Illinois 60134

ocean atlantic

OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 298-8060
(703) 299-6188 (fax)

DATE:	04.08.04
REVISIONS:	04.30.04
	01.20.06
	02.14.06
	03.30.06
	04.10.06
DRAWN BY:	TELETRIC
JOB NO.:	0134

DRAWING NAME: S:\Project Files\Auto\Job\0134\Drawing\0134\Planning\0134\Plan\0134.dwg DATE PRINTED: Apr 10, 2006 - 11:26am



JOB NO.: 0134

DATE: 04.06.04

REVISIONS:

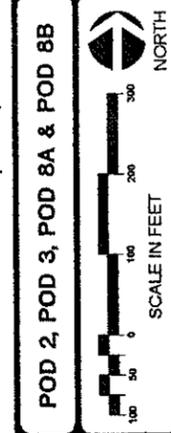
04.30.04
01.20.06
02.14.06
03.30.06
04.10.06

DRAWN BY: TEL/TRC

ocean atlantic
 OWNER/DEVELOPER
 1800 DIAGONAL ROAD, SUITE 425
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 (703) 299-6060
 (703) 299-6168 (FAX)

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 10 @ lannert.com

215 Fulton Street
 Geneva, Illinois 60134



SHEET NUMBER
13
 4 OF 5



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 #6

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – May 28, 2024

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.



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 #7

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – May 28, 2024

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.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input 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

Presentations #4

Tracking Number

Agenda Item Summary Memo

Title: Elected Officials Harassment Training

Meeting and Date: City Council – May 28, 2024

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:

A training for elected officials will take place at this meeting.

