



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING

Tuesday, July 23, 2024

7:00 p.m.

City Hall Council Chambers

651 Prairie Pointe Drive, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

WARD II

Arden Joe Plocher

Craig Soling

WARD III

Chris Funkhouser

Matt Marek

WARD IV

Seaver Tarulis

Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

1. Kelaka, LLC – Annexation
2. Hagemann – Annexation

Citizen Comments on Agenda Items:

Consent Agenda:

1. Bill Payments for Approval
 - \$ 420,092.40 (vendors – FY 24)
 - \$ 2,693,295.92 (vendors – FY 25)
 - \$ 398,929.48 (payroll period ending 07/05/24)
 - \$ 3,512,317.80 (total)
2. PW 2024-55 Heartland Meadows – One Year Maintenance Guarantee Release – *authorize the release of performance guarantee in the amount of \$133,399.30 upon receipt of a separate guarantee to cover the costs of the remaining sidewalks*
3. PW 2024-56 Windett Ridge Unit 2 – Consideration of Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described on the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$95,599.15, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale*

Consent Agenda (cont'd):

4. PW 2024-57 Timber Ridge Estates Water Main Extension – Plat of Easement – *approve and accept the plat of easement for the construction of the Timber Ridge Estates water main extension and authorize the Mayor, City Clerk, and City Engineer to execute*
5. PW 2024-59 2023 Water Main Replacement – Contract A – Change Order No. 2 (Final Balancing) – *approve the 2023 Water Main Replacement – Contract A – Change Order No. 2 (Final Balancing) and authorize the Mayor to execute*

Mayor's Report:

1. PZC 2024-15 & EDC 2024-41 Planned Unit Development Agreement – C1 Yorkville, LLC – Amendment Updates (Cyrus One)
2. CC 2024-56 Appointment to Boards and Commissions
3. CC 2024-57 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (Loftus Easement)
4. CC 2024-58 Resolution Approving a Memorandum of Agreement for the Management of the EPA Climate Pollution Reduction Grant Award

Public Works Committee Report:

1. PW 2024-58 2024 Local Road Program – Change Order No. 1 (Faxon Road)
2. PW 2024-60 Water Audit Update
3. PW 2024-61 Route 126 Water Main Improvements – Design Engineering Agreement
4. PW 2024-62 Lake Michigan South Receiving Station Standpipe – Design Engineering Agreement
5. PW 2024-63 Northwest Elevated Water Storage Tank – Design Engineering Agreement
6. PW 2024-64 YBSD Water Main Extension – Contract Award
7. PW 2024-65 YBSD Water Main Extension – Construction Engineering Agreement

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2024-14 & EDC 2024-40 Ordinance Approving the Final Plat of Subdivision for Grande Reserve Units 10A and 11A

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

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

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: August 21, 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: August 6, 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: September 5, 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: August 20, 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		

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, July 23, 2024
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PUBLIC HEARING:

1. Kelaka, LLC – Annexation

2. Hagemann – Annexation

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Bill Payments for Approval

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

2. PW 2024-55 Heartland Meadows – One Year Maintenance Guarantee Release

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. PW 2024-56 Windett Ridge Unit 2 – Consideration of Acceptance

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. PW 2024-57 Timber Ridge Estates Water Main Extensions – Plat of Easement

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

5. PW 2024-59 2023 Water Main Replacement – Contract A – Change Order No. 2 (Final Balancing)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT:

1. PZC 2024-15 & EDC 2024-41 Planned Unit Development Agreement – C1 Yorkville, LLC –
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☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

-
2. CC 2024-56 Appointment to Boards and Commissions

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☐ Removed _____

☐ Notes _____

-
3. CC 2024-57 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of
Water Mains (Loftus Easement)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. CC 2024-58 Resolution Approving a Memorandum of Agreement for the Management of the EPA
Climate Pollution Reduction Grant Award

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2024-58 2024 Local Road Program – Change Order No. 1 (Faxon Road)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. PW 2024-60 Water Audit Update

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. PW 2024-61 Route 126 Water Main Improvements – Design Engineering Agreement

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

☐ Removed _____

☐ Notes _____

4. PW 2024-62 Lake Michigan South Receiving Station Standpipe – Design Engineering Agreement

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

☐ Removed _____

☐ Notes _____

5. PW 2024-63 Northwest Elevated Water Storage Tank – Design Engineering Agreement

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

☐ Removed _____

☐ Notes _____

6. PW 2024-64 YBSD Water Main Extension – Contract Award

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

7. PW 2024-65 YBSD Water Main Extension – Construction Engineering Agreement

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2024-14 & EDC 2024-40 Ordinance Approving the Final Plat of Subdivision for Grande Reserve Units 10A and 11A

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

5. CC 2021-04 City Building Updates

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

6. CC 2021-38 Water Study Update

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

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: PUBLIC HEARING Kelaka, LLC (Annexation)

Meeting and Date: City Council – July 23, 2024

Synopsis: Supplemental public hearing for annexation request for future manufacturing
land use.

Council Action Previously Taken:

Date of Action: CC – 5/14/24 Action Taken: A public hearing was held.

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

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

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: July 16, 2024
Subject: **Kelaka, LLC (Green Door Nexus South)**
Additional Public Hearing Proposed Annexation Agreement Request

A public hearing regarding this request for annexation was held on May 14, 2024. After public comments and a realization about an inconsistency within the City's codified requirements for notice via certified mailings for property owners within 500 feet of a subject property seeking entitlement approval, the City is conducting a supplemental hearing for additional public commentary and Council consideration.

SUMMARY:

The petitioner/contract purchaser, Green Door Capital, and Kelaka, LLC, owner, are seeking to annex and rezone approximately 148-acres of unincorporated farmland. Generally located south of the Burlington Santa Fe railroad line, just southeast of Faxon Road, the subject property consists of a portion of an existing 191-acre parcel (#02-19-100-011). The petitioner is also requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District, contingent on approval of annexation by the City Council. The area to be annexed is outlined below.



KELAKA, LLC ANNEXATION MAP

United City of Yorkville, Illinois
Date: April 8, 2024
File Location: I:\ARCGIS TEMPLATES\KELAKA, LLC ANNEXATION MAP



ANNEXATION REQUEST/CONTIGUITY:

As mentioned, the applicant seeks annexation of a portion of an unincorporated parcel (#02-19-100-011) totaling approximately 148-acres for the purpose of constructing and operating a future industrial/data center land use. Contiguity of the subject parcels and Yorkville’s current corporate boundary is established immediately south of the Burlington Northern Santa Fe railroad abutting the Lincoln Prairie Parcel and the recently annexed New Leaf southern parcel to the east. Both the Lincoln Prairie and New Leaf developments are unimproved but are entitled for industrial and agricultural/solar farm, respectively.

Annexation is contingent upon City Council approval of a requested rezoning to M-2 General Manufacturing District. A draft annexation agreement and the proposed Plat of Annexation has been provided for review and comment. The Planning and Zoning Commission has conducted a public hearing on the rezoning request on June 12, 2024.

THE COMPREHENSIVE PLAN:

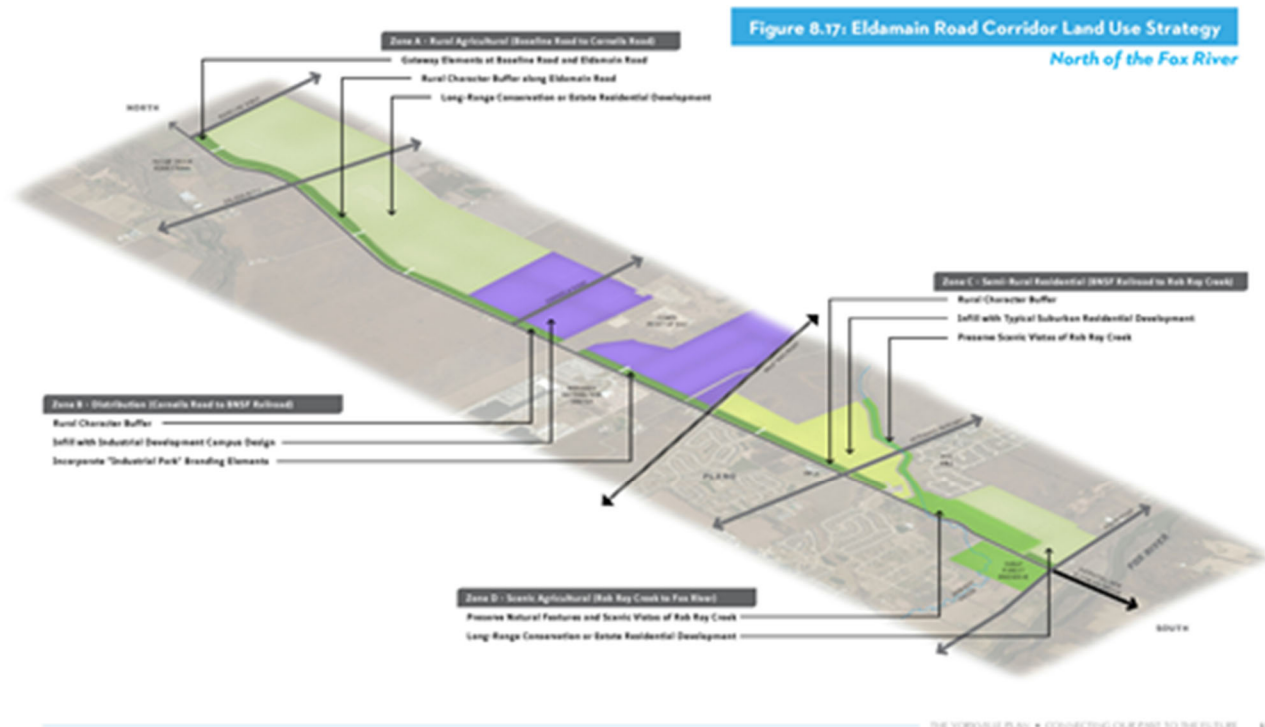
The 2016 Comprehensive Plan Update designates the future land use for this property as Estate/Conservation Residential. The Estate/Conservation Residential (ECR) designation is generally intended for future neighborhood developments that promotes flexibility in residential design, accommodates low density detached single family housing, and is sensitive to environmental and scenic features of the area.

The 2016 Comprehensive Plan utilized this land use designation as a “holding” classification for those areas, particularly on the outskirts or along the perimeter of the City’s corporate boundaries that lacked the public infrastructure to support the development of the land within the 10-year timeline of the plan.

While a data center and the requested M-2 General Manufacturing District is not consistent with the current future land use designation in the 2016 Comprehensive Plan Update, the parcels immediately north of the subject parcels are designated for “General Industrial” future land uses and planned for industrial development. General Industrial land uses accommodate a broad range of warehousing, manufacturing and energy/industrial land uses which are typically serviced by both rail and truck transportation located along identified industrial corridors such as Eldamain Road (see image on following page). If the annexation is approved by the City, an amendment will be required to the current comprehensive plan.



Figure 4.1 - Future Land Uses North of the Fox River



STAFF COMMENTS:

The petitioner is requesting a straightforward annexation into the City of Yorkville for the subject property, and they aren't seeking relief or variance from the request M-2 General Manufacturing District. Staff is supportive of the request for annexation as it would advance the Comprehensive Plan's future land use strategy of creating an Eldamain Road industrial corridor.

ATTACHMENTS:

1. Draft Annexation Agreement
2. Draft Plat of Annexation
3. Annexation Agreement Application
4. Public Hearing Notice

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT Green Door Capital, petitioner/contract purchaser, and Kelaka, LLC, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property is generally located south of the Burlington Northern Santa Fe railroad line, southeast of Faxon Road. A parcel consisting of approximately 148.56 acres is proposed to be annexed pursuant to the annexation agreement. The land is currently undeveloped and used for farming. The purpose of this annexation is to allow for future industrial development on the property within City limits pursuant to the terms of that annexation agreement.

The legal description of the tract of property is as follows:

THAT PART OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 1824.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, WHICH IS 1930.58 FEET SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE, 204.49 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 35 SECONDS EAST, 2079.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN - SANTA FE RAILWAY; THENCE NORTH 73 DEGREES 57 MINUTES 26 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2417.61 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, 565.44 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 74 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE CENTERLINE, 678.89 FEET TO A POINT THAT IS 350.00 FEET NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST OF THE CENTERLINE OF BEECHER ROAD; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST, 570.50 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 96.63 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, 654.81 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 58 SECONDS WEST, 390.87 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 37 SECONDS WEST, 788.19 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 31 SECONDS WEST, 296.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 148.56 ACRES, MORE OR LESS (SUBJECT TO 1.56 ACRES WITHIN THE RIGHT-OF-WAY OF FAXON ROAD, AS MONUMENTED).

PIN: 02-19-100-011

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above-described tract of property on **Tuesday, July 23, 2024 at 7 p.m.**

at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

JORI BEHLAND
City Clerk

KELAKA LLC
181 S LINCOLNWAY
NORTH AURORA IL 60542

DONALD S MARY A MAHER BARTALONE
1171 BLACKBERRY SHORE LN
YORKVILLE IL 60560

DREW DANIELS LASALLE NATIONAL BANK
405 E SHERIDAN RD
LAKE BLUFF IL 60044

YORKVILLE MEADOWS LLC
C/O SHERRIE CHIOU
80 REMINGTON RD.
SCHAUMBURG IL 60173

YORKVILLE NEXUS LLC
GREEN DOOR CAPITAL INVESTMENTS LLC
145 S WELLS ST STE 1800
CHICAGO IL 60606

KELAKA LLC
181 S LINCOLNWAY
NORTH AURORA IL 60542

DREW DANIELS LASALLE NATIONAL BANL
405 E SHERIDAN RD
LAKE BLUFF IL 60044

KYLYNS RIDGE HOMEOWNERS ASSN
MAXIMUM PROPERTY MGMT
PO BOX 1094
YORKVILLE IL 60560

JENNIFER L JONATHON D KLOTZ
1161 BLACKBERRY SHORE LN
YORKVILLE IL 60560

BRIAN ANTHONY BAILEY ROSE CARRABOTTA
1131 BLACKBERRY SHORE LN
YORKVILLE IL 60560

DOLORES CRUISE LIV TRUST
CONNIE L MCMAHON
2515 VERSAILLES AVE APT 105
NAPERVILLE IL 60540

DONALD J RICHARD A BRUMMEL
12340 FAXON RD
PLANO IL 60545

YORKVILLE NEXUS LLC
GREEN DOOR CAPITAL INVESTMENTS LLC
145 S WELLS ST STE 1800
CHICAGO IL 60606

YORKVILLE NEXUS LLC
GREEN DOOR CAPITAL INVESTMENTS LLC
145 S WELLS ST STE 1800
CHICAGO IL 60606

ROBERT M ILDEFONSA LIV TRUST LOFTUS
11159 FAXON RD
YORKVILLE IL 60560

ROBERT M ILDEFONSA LIV TRUST LOFTUS
11159 FAXON RD
YORKVILLE IL 60560

PETER CHERYL SCHMIT
11800 FAXON RD
PLANO IL 60545

BRUMMEL FAMILY TRUST 4
13349 C FAXON RD
PLANO IL 60545

KELAKA LLC
181 S LINCOLNWAY
NORTH AURORA IL 60542

NANCY L MONDEK TRUST
1141 BLACKBERRY SHORE LN
YORKVILLE IL 60560

DOLORES CRUISE LIV TRUST
CONNIE L MCMAHON
2515 VERSAILLES AVE APT 105
NAPERVILLE IL 60540

JONATHAN M KAREN D STALLER
1151 BLACKBERRY SHORE LN
YORKVILLE IL 60560

MIGUEL SANDRA E CAMACHO
11728 FAXON RD
PLANO IL 60545

YORKVILLE NEXUS LLC
GREEN DOOR CAPITAL INVESTMENTS LLC
145 S WELLS ST STE 1800
CHICAGO IL 60606

ABBY PROPERTIES LLC
1951 RENA LN
YORKVILLE IL 60560

BN&SF RAILWAY CO
PROPERTY TAX DEPARTMENT
PO BOX 961089
FORT WORTH TX 761610089

DONALD J CAROL S HAMMAN
13351 B FAXON RD
PLANO IL 60545

BN&SF RAILWAY CO
PROPERTY TAX DEPARTMENT
PO BOX 961089
FORT WORTH TX 761610089

KENNETH E MARY F CRISER
1121 BLACKBERRY SHORE LN
YORKVILLE IL 60560

Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville, IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville, IL 60560

Certificate of Publication:

Order Number: 7661299
Purchase Order: Annexation 7-23-24

State of Illinois - Kane

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

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 7/03/2024, and the last publication of the notice was made in the newspaper dated and published on 7/03/2024.

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

PUBLICATION DATES: **Jul 03, 2024.**

The Beacon-News

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

4th Day of July, 2024, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
ON AN ANNEXATION
AGREEMENT
BEFORE
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SOUTH 00 DEGREES 57 MINUTES
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ments should be addressed
to the United City of Yorkville
Community Development De-
partment, City Hall, 651 Prairie
Pointe Drive, Yorkville, Illinois,
and will be accepted up to the
date of the public hearing.

By order of the Corporate Au-
thorities of the United City of
Yorkville, Kendall County, Illinois.

JORI BEHLAND
City Clerk
07/03/2024 7661299

CHICAGO TRIBUNE

media group

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Yorkville, IL 60560

Certified Mail Fee \$4.40
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
JENNIFER L JONATHON D KLOTZ
1161 BLACKBERRY SHORE LN
YORKVILLE, IL 60560

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Plano, IL 60545

Certified Mail Fee \$4.40
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
DONALD J CAROL S HAMMEN
13351 B FAXON RD
PLANO, IL 60545

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Extra Services & Fees (check box, add fee as appropriate)
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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
BRUMMEL FAMILY TRUST 4
13349 C FAXON RD
PLANO, IL 60545

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Yorkville, IL 60560

Certified Mail Fee \$4.40
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
KENNETH E MARY F CRISER
1121 BLACKBERRY SHORE LN
YORKVILLE, IL 60560

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\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
DONALD J RICHARD A BRUMMEL
12340 FAXON RD
PLANO, IL 60545

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\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
ROBERT M ILDEFONSA
LIV TRUST LOFTUS
11159 FAXON RD
YORKVILLE, IL 60560

Instructions

Kelaka Owners

7021 2720 0001 2044 6705

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Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$3.65
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$8.73



Sent To
Street
City, State
NANCY L MONDEK TRUST
1141 BLACKBERRY SHORE LN
YORKVILLE, IL 60560

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Extra Services & Fees (check box, add fee as appropriate)	\$3.65
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$8.73



Sent To
Street
City, State
MIGUEL SANDRA E CAMACHO
11728 FAXON RD
PLANO, IL 60545

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Naperville, IL 60540

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$3.65
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$8.73



Sent To
Street
City, State
DOLORES CRUISE LIV TRUST
CONNIE L MCMAHON
2515 VERSAILLES AVE, APT 105
NAPERVILLE, IL 60540

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Plano, IL 60545

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$3.65
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$8.73



Sent To
Street
City, State
PETER CHERYL SCHMIT
11800 FAXON RD
PLANO, IL 60545

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Lake Bluff, IL 60044

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$3.65
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$8.73



Sent To
Street
City, State
DREW DANIELS
LASALLE NATIONAL BANK
405 SHERIDAN RD
LAKE BLUFF, IL 60044

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North Aurora, IL 60542

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$3.65
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
Total Postage and Fees	\$8.73



Sent To
Street
City, State
KELAKA LLC
181 S LINCOLNWAY
NORTH AURORA, IL 60542

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Kelaka Owners

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Yorkville, IL 60560

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☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street

City, State

PS Form

BRIAN ANTHONY
BAILEY ROSE CARRABOTTA
1131 BLACKBERRY SHORE LN
YORKVILLE, IL 60560



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Schaumburg, IL 60173

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\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street

City, State

PS Form

YORKVILLE MEADOWS LLC
C/O SHERRIE CHIOU
80 REMINGTON RD
SCHAUMBURG, IL 60173



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Yorkville, IL 60560

Certified Mail Fee \$4.40
\$
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☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street

City, State

PS Form

ROBERT M ILDEFONSA
LIV TRUST LOFTUS
11159 FAXON RD
YORKVILLE, IL 60560



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Chicago, IL 60606

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\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street and

City, State

PS Form

YORKVILLE NEXUS LLC
GREEN DOOR CAPITAL INVESTMENTS
LLC
145 S WELLS ST, STE 1800
CHICAGO, IL 60606



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Certified Mail Fee \$4.40
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street

City, State

PS Form

ABBY PROPERTIES LLC
1951 RENA LN
YORKVILLE, IL 60560



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Yorkville, IL 60560

Certified Mail Fee \$4.40
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.65
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street and A

City, State, Z

PS Form

JONATHAN M KAREN D STALLER
1151 BACKBERRY SHORE LN
YORKVILLE, IL 60560



Kelika Owners

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Yorkville, IL 60560

Certified Mail Fee \$4.40
\$3.65
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street

City, State

PS Form

BRIAN ANTHONY
BAILEY ROSE CARRABOTTA
1131 BLACKBERRY SHORE LN
YORKVILLE, IL 60560



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Schaumburg, IL 60173

Certified Mail Fee \$4.40
\$3.65
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street

City, State

PS Form

YORKVILLE MEADOWS LLC
C/O SHERRIE CHIOU
80 REMINGTON RD
SCHAUMBURG, IL 60173



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☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street

City, State

PS Form

ROBERT M ILDEFONSA
LIV TRUST LOFTUS
11159 FAXON RD
YORKVILLE, IL 60560



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Certified Mail Fee \$4.40
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☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street and

City, State

PS Form

YORKVILLE NEXUS LLC
GREEN DOOR CAPITAL INVESTMENTS
LLC
145 S WELLS ST, STE 1800
CHICAGO, IL 60606



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Certified Mail Fee \$4.40
\$3.65
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street

City

PS Form

ABBY PROPERTIES LLC
1951 RENA LN
YORKVILLE, IL 60560



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Yorkville, IL 60560

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\$3.65
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street and A

City, State, Z

PS Form

JONATHAN M KAREN D STALLER
1151 BACKBERRY SHORE LN
YORKVILLE, IL 60560



Kelika Owners

7021 2720 0001 2044 6743

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Yorkville, IL 60560

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Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$3.65
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

DONALD S MARY A MAHER BARTALONE

Street

1171 BLACKBERRY SHORE LN

City, State

YORKVILLE, IL 60560

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Fort Worth, TX 76161

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Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$3.65
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

BN&SF RAILWAY CO

Street

PROPERTY TAX DEPARTMENT

City, State

PO BOX 961089

FORT WORTH, TX 76161-0089

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Yorkville, IL 60560

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Extra Services & Fees (check box, add fee as appropriate)	\$3.65
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

KYLYNS RIDGE HOMEOWNERS ASSN

Street

MAXIMUM PROPERTY MGMT

City, State

P.O. BOX 1094

YORKVILLE, IL 60560

PS Form

Instructions



Kelika Owners

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Yorkville, IL 60560

Certified Mail Fee \$4.40
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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street K
City, State, ZIP+4®
JEFF FARREN
1013 PRAIRIE LANE
YORKVILLE, 60560

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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Yorkville, IL 60560

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\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street K
City, State, ZIP+4®
PHYLLIS YABSLEY
103 E BEAVER STREET
YORKVILLE, IL 60560

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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Yorkville, IL 60560

Certified Mail Fee \$4.40
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street K
City, State, ZIP+4®
GARY SCHLAPP
103 E BEAVER STREET
YORKVILLE, IL 60560

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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Yorkville, IL 60560

Certified Mail Fee \$4.40
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street and City, State, ZIP+4®
MARTY SCHWARTZ
8308 WALKER RD
YORKVILLE, IL 60560

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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Yorkville, IL 60560

Certified Mail Fee \$4.40
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

Street K
City, State, ZIP+4®
KEN JOHNSON
103 E BEAVER STREET
YORKVILLE, IL 60560

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Kelaka - Fire

7021 2720 0001 2044 8723

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Yorkville, IL 60560

Certified Mail Fee \$4.40
\$3.65
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To JONATHAN GROTE
Street and 324 E. BLACKBERRY LN
City, State K YORKVILLE, IL 60560

PS Form 3800, April 2015 PSN 7530-02-000-9047

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City, State K BRISTOL, IL 60512

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Total Postage and Fees \$8.73

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Kelaka-T-Ship

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\$0.00

\$0.00

\$0.00

\$0.00

Postage \$0.68

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8 PARK LANE

BRISTOL, IL 60512

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\$0.00

\$0.00

\$0.00

Postage \$0.68

Total Postage and Fees \$8.73

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City,

COREY JOHNSON

1152 GRACE ST

YORKVILLE, IL 60560

PS F

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11

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Kelaka-T. Ship



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

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: PUBLIC HEARING Kelaka, LLC (Annexation)

Meeting and Date: City Council – May 14, 2024

Synopsis: Request for annexation and rezoning for future manufacturing land use.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

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

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: April 6, 2024
Subject: **Kelaka, LLC (Green Door Nexus South)**
PUBLIC HEARING Proposed Annexation Agreement Request

SUMMARY:

The petitioner/contract purchaser, Green Door Capital, and Kelaka, LLC, owner, are seeking to annex and rezone approximately 148-acres of unincorporated farmland. Generally located south of the Burlington Santa Fe railroad line, just southeast of Faxon Road, the subject property consists of a portion of an existing 191-acre parcel (#02-19-100-011). The petitioner is also requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District, contingent on approval of annexation by the City Council. The area to be annexed is outlined below.



KELAKA, LLC ANNEXATION MAP

United City of Yorkville, Illinois

Date: April 8, 2024

File Location: I:\ARCGIS TEMPLATES\KELAKA, LLC ANNEXATION MAP



ANNEXATION REQUEST/CONTIGUITY:

As mentioned, the applicant seeks annexation of a portion of an unincorporated parcel (#02-19-100-011) totaling approximately 148-acres for the purpose of constructing and operating a future industrial/data center land use. Contiguity of the subject parcels and Yorkville’s current corporate boundary is established immediately south of the Burlington Northern Santa Fe railroad abutting the Lincoln Prairie Parcel and the recently annexed New Leaf southern parcel to the east. Both the Lincoln Prairie and New Leaf developments are unimproved but are entitled for industrial and agricultural/solar farm, respectively.

Annexation is contingent upon City Council approval of a requested rezoning to M-2 General Manufacturing District. A draft annexation agreement and the proposed Plat of Annexation has been provided for review and comment.

THE COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan Update designates the future land use for this property as Estate/Conservation Residential. The Estate/Conservation Residential (ECR) designation is generally intended for future neighborhood developments that promotes flexibility in residential design, accommodates low density detached single family housing, and is sensitive to environmental and scenic features of the area.

The 2016 Comprehensive Plan utilized this land use designation as a “holding” classification for those areas, particularly on the outskirts or along the perimeter of the City’s corporate boundaries that lacked the public infrastructure to support the development of the land within the 10-year timeline of the plan.

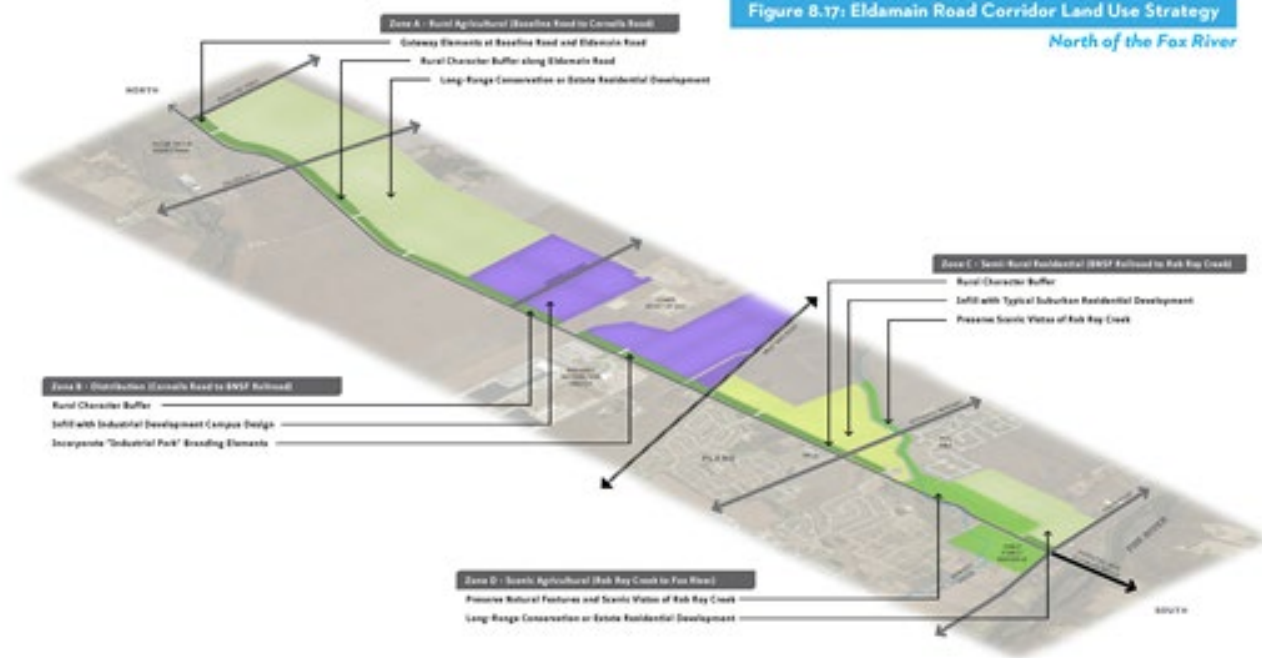
While a data center and the requested M-2 General Manufacturing District is not consistent with the current future land use designation in the 2016 Comprehensive Plan Update, the parcels immediately north of the subject parcels are designated for “General Industrial” future land uses and planned for industrial development. General Industrial land uses accommodate a broad range of warehousing, manufacturing and energy/industrial land uses which are typically serviced by both rail and truck transportation located along identified industrial corridors such as Eldamain Road (see image on following page). If the annexation is approved by the City, an amendment will be required to the current comprehensive plan.



Figure 4.1 - Future Land Uses North of the Fox River

Figure 8.17: Eldamain Road Corridor Land Use Strategy

North of the Fox River

**STAFF COMMENTS:**

The petitioner is requesting a straightforward annexation into the City of Yorkville for the subject property, and they aren't seeking relief or variance from the request M-2 General Manufacturing District. Staff is supportive of the request for annexation as it would advance the Comprehensive Plan's future land use strategy of creating an Eldamain Road industrial corridor.

ATTACHMENTS:

1. Draft Annexation Agreement
2. Draft Plat of Annexation
3. Annexation Agreement Application
4. Public Hearing Notice

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter (“*Agreement*”), is made and entered into this _____ day of _____, 2024, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as “*City*” and Kelaka, LLC and Green Door Capital, hereinafter jointly referred to as “*Owner*”.

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 148.56 acres, more or less (the “*Subject Property*”); and,

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as M-2 General Manufacturing District; and,

WHEREAS, it is the desire of the Mayor and City Council (the “*Corporate Authorities*”) to annex the Subject Property and permit the zoning, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and,

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the “*Municipal Code*”); and,

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and,

WHEREAS, the Planning and Zoning Commission of the City and has duly held all public hearings relating to zoning, all as required by the provisions of the City’s Zoning Code and the Municipal Code (the “*Municipal Code*”); and,

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the M-2 General Manufacturing District; and,

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Zoning.

- A. The City hereby agrees, contemporaneously with annexation, the Subject Property shall be classified and shall be zoned as M-2 General Manufacturing District.

Section 3. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 4. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard
Suite 350
Naperville, Illinois 60563

To the Owner: Kelaka, LLC
181 S. Lincolnway
North Aurora, IL, 60542

To the Purchaser: Matt Gilbert
Green Door Capital
837 W. Junior Ter
Chicago, IL 60613

Section 5. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 6. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois
municipal corporation

By: _____
Mayor

Attest:

City Clerk

Kelaka, LLC

By: _____
Owner

Exhibit A

THAT PART OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 1824.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, WHICH IS 1930.58 FEET SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE, 204.49 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 35 SECONDS EAST, 2079.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN - SANTA FE RAILWAY; THENCE NORTH 73 DEGREES 57 MINUTES 26 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2417.61 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, 565.44 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 74 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE CENTERLINE, 678.89 FEET TO A POINT THAT IS 350.00 FEET NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST OF THE CENTERLINE OF BEECHER ROAD; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST, 570.50 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 96.63 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, 654.81 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 58 SECONDS WEST, 390.87 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 37 SECONDS WEST, 788.19 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 31 SECONDS WEST, 296.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 148.56 ACRES, MORE OR LESS (SUBJECT TO 1.56 ACRES WITHIN THE RIGHT-OF-WAY OF FAXON ROAD, AS MONUMENTED).

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2024-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, ANNEXING
CERTAIN TERRITORY GENERALLY LOCATED SOUTH OF THE BURLINGTON
NORTHERN SANTA FE RAILROAD LINE AND SOUTHEAST OF FAXON ROAD
(Kelaka, LLC)**

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, a duly executed *PETITION FOR ANNEXATION*, signed by James D. Hamman of Kelaka LLC, owners, and submitted by contract purchaser, Green Door Capital, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and,

WHEREAS, there are no electors residing within said territory; and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City; and,

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interests of the City that said territory be annexed.

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 legal description and property index number of the territory to be annexed are as follows:

THAT PART OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY,
ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 1824.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, WHICH IS 1930.58 FEET SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE, 204.49 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 35 SECONDS EAST, 2079.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN - SANTA FE RAILWAY; THENCE NORTH 73 DEGREES 57 MINUTES 26 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2417.61 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, 565.44 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 74 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE CENTERLINE, 678.89 FEET TO A POINT THAT IS 350.00 FEET NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST OF THE CENTERLINE OF BEECHER ROAD; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST, 570.50 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 96.63 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, 654.81 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 58 SECONDS WEST, 390.87 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 37 SECONDS WEST, 788.19 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 31 SECONDS WEST, 296.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 148.56 ACRES, MORE OR LESS (SUBJECT TO 1.56 ACRES WITHIN THE RIGHT-OF-WAY OF FAXON ROAD, AS MONUMENTED).

with **Property Index Number 02-19-100-011**

Section 2. That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

Section 3. That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with the *Plat of Annexation* appended to this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner 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 _____

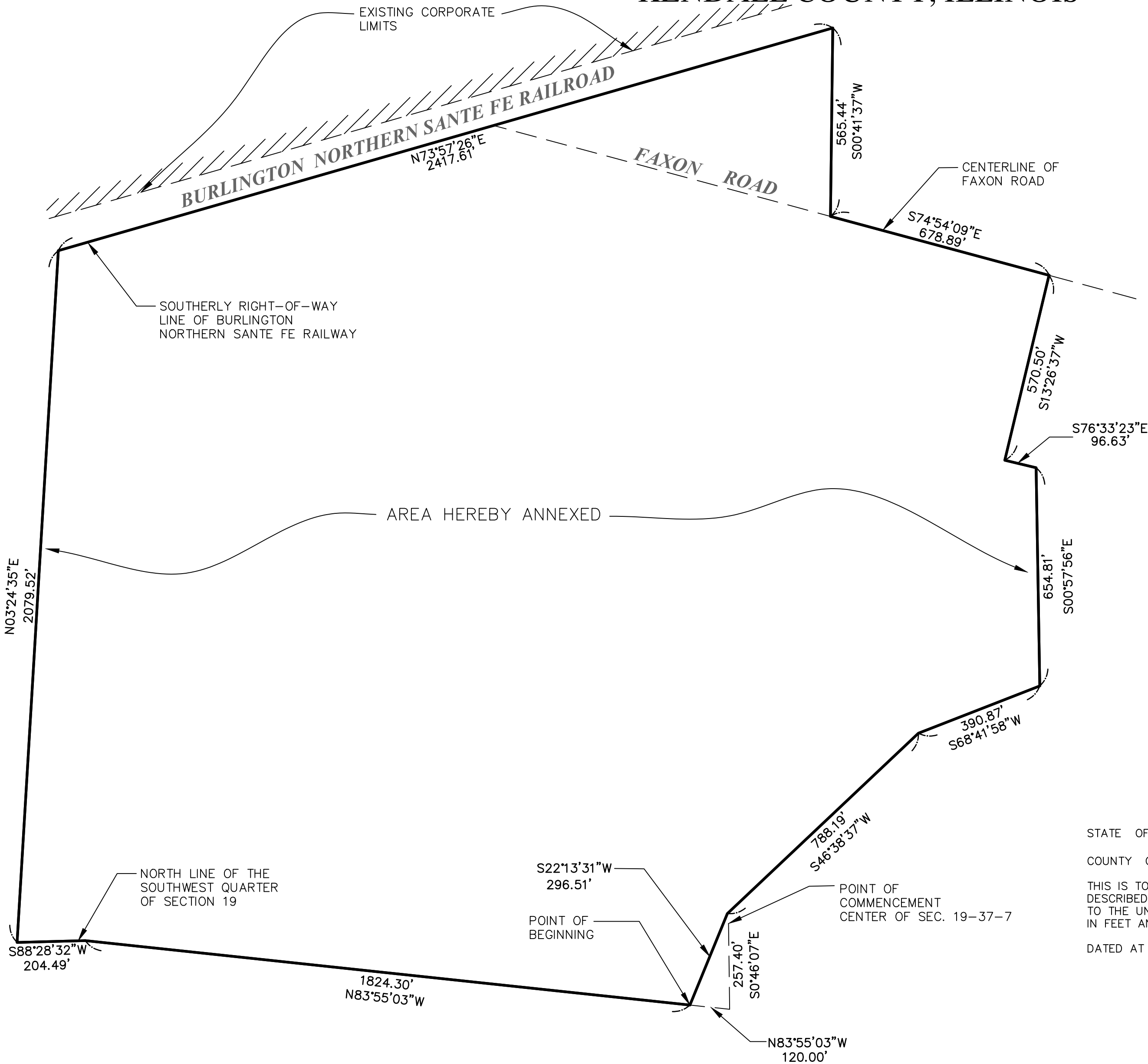
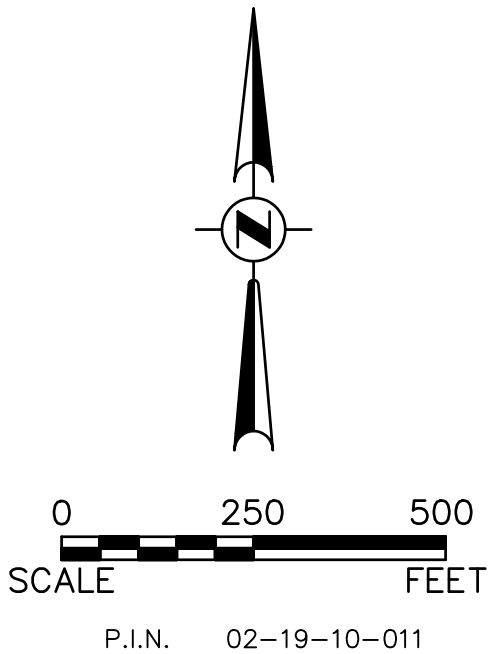
SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

PLAT OF ANNEXATION
TO THE UNITED CITY OF YORVILLE
KENDALL COUNTY, ILLINOIS



LEGAL DESCRIPTION:

THAT PART OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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PARCEL CONTAINS 148.56 ACRES, MORE OR LESS (SUBJECT TO 1.56 ACRES WITHIN THE RIGHT-OF-WAY OF FAXON ROAD, AS MONUMENTED).

STATE OF ILLINOIS)
COUNTY OF KANE) S.S.

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 12th DAY OF APRIL 2024.

BY: 
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/24)



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

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

			DATE:	APRIL 11, 2024
			PROJECT NO.	YO2305
			FILE NO	YO2305 KELAKA ANNEXATION
			PAGE 1 OF 1	
NO.	DATE	REVISIONS		



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

APPLICATION FOR ANNEXATION

DATE: 1/31/2024	PZC NUMBER:	DEVELOPMENT NAME: Green Door Nexus South	
PETITIONER INFORMATION			
NAME: Matt Gilbert		COMPANY: Green Door Capital	
MAILING ADDRESS: 837 W Junior Ter			
CITY, STATE, ZIP: Chicago, IL 60613		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 312-622-8300	
EMAIL: matt@greendoorcapital.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: Kelaka LLC			
IS THE PROPERTY OCCUPIED OR VACANT: Vacant with seasonal farming			
IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY:			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: Dave, Jim & Joe Hamman			
PROPERTY STREET ADDRESS: South of Faxon Road, East of Eldamain Road, IL			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Approximately 148.56 acres of farmland lying South of Faxon Road, South of the BNSF railway and East of Eldamain Road in Yorkville, IL			
CURRENT ZONING CLASSIFICATION: Unincorporated Bristol Township			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: M-2			
EAST: Unincorporated Bristol Township			
SOUTH: Unincorporated Bristol Township			
WEST: Unincorporated Bristol Township			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
02-19-200-011	02-19-200-006		



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

APPLICATION FOR ANNEXATION

PLEASE DESCRIBE IN DETAIL ANY ADDITIONAL REQUESTS TO BE MADE UPON ANNEXATION APPROVAL.

ATTORNEY INFORMATION

NAME: Kevin Kearney

COMPANY: Pedersen Houpt

MAILING ADDRESS: 161 N Clark St, Ste. 2700

CITY, STATE, ZIP: Chicago, IL 60601

TELEPHONE: 312-261-2291

EMAIL: kkearney@pedersenhaupt.com

FAX:

ENGINEER INFORMATION

NAME: TBD

COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

EMAIL:

FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: David Lee

COMPANY: ASM Consultants, Inc.

MAILING ADDRESS: 16 E Wilson

CITY, STATE, ZIP: Batavia, IL 60510

TELEPHONE: 630-879-0200

EMAIL: advanced@advct.com

FAX:

ATTACHMENTS

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

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

Petitioner must provide a written petition signed by a majority of the owners of record of land in the territory and also by a majority of the electors, if any, residing in the territory. Attach as a separate petition titled as "Exhibit C".



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

APPLICATION FOR ANNEXATION

AGREEMENT

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

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

DocuSigned by:

Matthew Gilbert

E3771CAA44E3444...

2/9/2024

PETITIONER SIGNATURE

DATE

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

KELAKA LLC

James D. Hamman

FEB 8, 2024

OWNER SIGNATURE JAMES D. HAMMAN
MANAGER

DATE

I, John P. Duggan, a Notary Public, hereby
certified that JAMES D. HAMMAN, personally
known by me to be a Manager of Owner
KELAKA LLC, appeared before me and executed
the Application for Annexation for the use and
purposes wherein this Feb. 8, 2024

John P. Duggan
JOHN P. DUGGAN




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

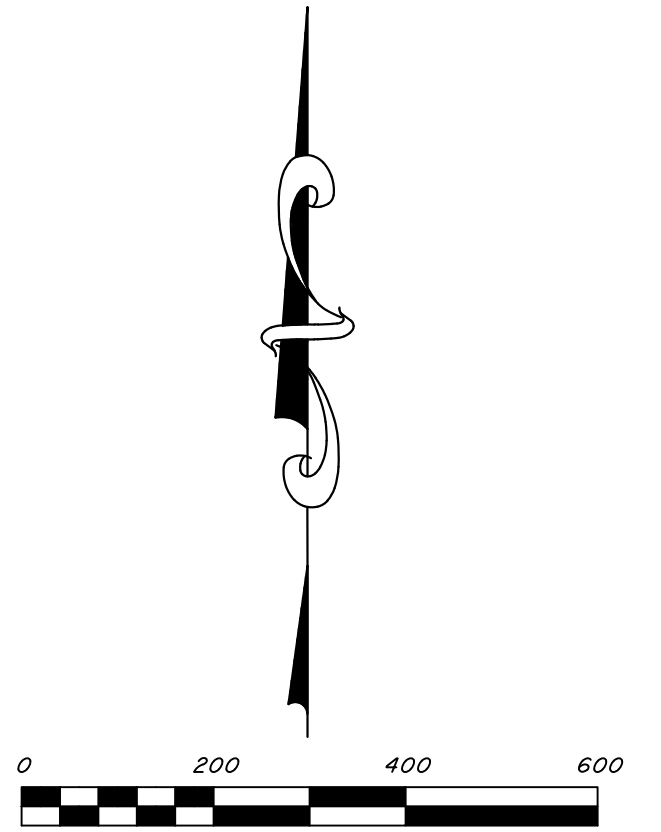
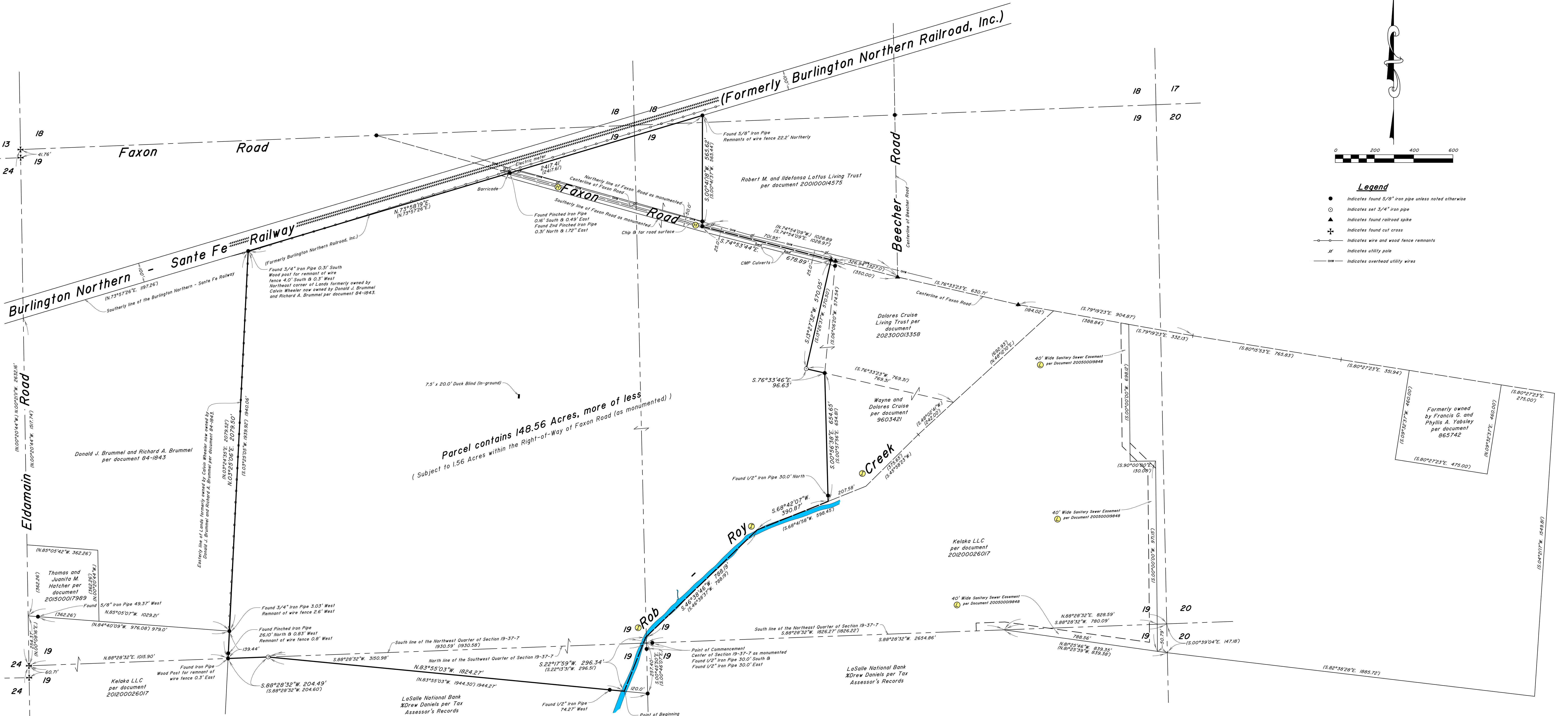


United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:
PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION . This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.		
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY		
NAME: Matt Gilbert		COMPANY: Green Door Capital
MAILING ADDRESS: 837 W Junior Ter		
CITY, STATE, ZIP: Chicago, IL 60613		TELEPHONE: 312-622-8300
EMAIL: matt@greendoorcapital.com		FAX:
FINANCIALLY RESPONSIBLE PARTY: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.		
Matt Gilbert PRINT NAME		Manager TITLE
 E3771CAA44E3444...		2/9/2024 DATE
SIGNATURE*		
<i>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</i>		
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS		
ENGINEERING DEPOSITS: Up to one (1) acre \$5,000 Over one (1) acre, but less than ten (10) acres \$10,000 Over ten (10) acres, but less than forty (40) acres \$15,000 Over forty (40) acres, but less than one hundred (100) \$20,000 In excess of one hundred (100.00) acres \$25,000		LEGAL DEPOSITS: Less than two (2) acres \$1,000 Over two (2) acres, but less than ten (10) acres \$2,500 Over ten (10) acres \$5,000

ALTA/NSPS Land Title Survey
Part of Section 19-37-7
Bristol Township
Kendall County
Illinois



- Legend**
- Indicates found 5/8" iron pipe unless noted otherwise
 - Indicates set 3/4" iron pipe
 - ▲ Indicates found railroad spike
 - ✚ Indicates found cut cross
 - Indicates wire and wood fence remnants
 - x— Indicates utility pole
 - w— Indicates overhead utility wires

Title Commitment Reference:

This survey was prepared with the benefit of Fidelity National Title Insurance Company ALTA Commitment for Title Insurance, Commitment No. YK23003764, effective March 17, 2023.

Schedule B, Part II Exceptions: Items 1-9 are not survey related.

- D 10. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
E 11. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
F 12. Terms of a Planned Unit Development and dedication agreement dated January 26, 1999 and recorded July 19, 1999 as Document 9910715 made by and between the United City of Yorkville, James Spitz and Arthur Sheridan and Associates, Ltd. (Affects Parcel 1)
M 13. Recapture fees contained in Recapture Agreement recorded September 11, 2003 as Document No. 200300032976 between Paul R. Dresden and the United City of Yorkville and First Amendment recorded August 3, 2006 as Document No. 200600023728. Subject to terms and conditions therein contained.
Note: Collateral Assignment of Recapture Agreement recorded March 25, 2011 as Document No.2010005288. (Affects Parcel 1)
N 14. Resolution No. 03-09 recorded June 30, 2003 as Document 2003000281850 providing public notice to interested persons regarding the future construction of an extension of Eldamain Road across the Fox River in Kendall County, Illinois. (Affects Parcel 1)
O 15. Plot of Right-of-Way for U.S. Route 34, Eldamain Road, Illinois Department of Transportation dated November 21, 2017 affecting the Southwest 1/4 of Section 19, Township 37 North, Range 7 East of the Third Principal Meridian, recorded November 21, 2017 as Document No. 201700018493. (Affects Parcel 1)
G 16. The land appears to fall within the boundaries of Drainage District No. 1, Bristol Township, and may be subject to assessments levied by said district. (Affects Parcel 2)
G 17. Rights of the public, the State of Illinois and the County of Kendall in and to that part of the land taken or used for road purposes, being that part thereof falling within Faxon Road, which runs along the northerly line of the Land. (Affects Parcel 2)
J 18. Rights of the owners of adjoining and contiguous property through which Rob Roy Creek flows to have maintained the uninterrupted flow of the waters of said Rob Roy Creek. (Affects Parcel 2)
J 19. Rights of the Illinois Bell Telephone Company and the Commonwealth Edison Company in and to underground and overhead existing public utility facilities located within the southerly 1/2 of the Right of Way of Faxon Road and within the northerly 1/2 of the Right of Way of Faxon Road and as shown on a Plat of Survey made by American Surveying Consultants dated December, 1989 and revised February 16, 1990; also buried cables along the Right of Way as disclosed by a letter from the Illinois Bell Telephone Company dated February 15, 1990.
K 20. Lease made by Inland Land Appreciation Fund, L.P. to Hinsdale Nurseries, Inc. Dated November 21, 2000 and recorded January 8, 2001 as Document No. 2001000003000, demising the land for a term of years beginning December 1, 2000 and ending November 30, 2008, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through, or under said lessee.
Notes: we should be informed whether the aforesaid lease is terminated by its terms or is still in force and effect. (Affects Parcel 2)
L 21. Grant of Sanitary Sewer Easement to the Yorkville-Bristol Sanitary District from Firstar Bank Illinois Trust No. 949 as Trustee under the provisions of a Trust Agreement dated October 23, 1989, dated June 23, 2005 and recorded July 14, 2005 as Document 200500019848, and the terms, provisions and conditions contained therein. For further particulars, see record. (Affects Parcel 2)

End of Schedule B, Part II

* Documents referred to in J 19 were not provided for this survey and as thus are not shown hereon.

ALTA/NSPS Table A Items included:

- Monuments found and set are shown hereon.
- Unimproved land on Faxon Road south of the Burlington Northern - Santa Fe Railway.
- The Flood Insurance Rate Map shows the properties described hereon as falling within Zone "X", according to Community Panel No. 170341 0040 G, Kendall County, found on FIRI Map No. 170300040G, Kendall County Illinois and incorporated areas, with a Effective Date of February 4, 2009. Zone "X" are Areas of Minimal Flood Hazard.
- Parcel contains 148.56 Acres, more or less (subject to 1.56 Acres within the Right-of-Way of Faxon Road, as monumented).
- See sheet 2 of 2 for topography.
- Substantial features observed are shown hereon.
- No identifiable parking spaces were observed.
- (1)(a) Evidence of underground utilities are shown on sheet 2 of 2.
- No remote measurements were used for this survey.

Legal Description:

That part of Section 19, Township 37 North, Range 7 East of the Third Principal Meridian, in Bristol Township, Kendall County, Illinois, described as follows: Commencing at the Center of said Section 19; thence South 00 Degrees 46 Minutes 07 Seconds East, along the quarter section line, a distance of 257.40 feet; thence North 83 Degrees 55 Minutes 03 Seconds West, 120.00 feet to the Point of Beginning; thence North 83 Degrees 55 Minutes 03 Seconds West, 1924.30 feet to a point on the north line of the Southwest Quarter of said Section 19, which is 1930.58 feet South 88 Degrees 28 Minutes 32 Seconds West from the Center of said Section 19; thence South 88 Degrees 28 Minutes 32 Seconds West along said north line, 204.49 feet; thence North 03 Degrees 24 Minutes 36 Seconds East, 2079.52 feet to the southerly Right-of-Way line of the Burlington Northern - Santa Fe Railway; thence North 73 Degrees 57 Minutes 26 Seconds East along said southerly Right-of-Way line, 2417.61 feet; thence South 00 Degrees 41 Minutes 37 Seconds West, 565.44 feet to the centerline of Faxon Road; thence South 74 Degrees 54 Minutes 09 Seconds East along the centerline, 678.89 feet to a point that is 350.00 feet North 74 Degrees 54 Minutes 09 Seconds West of the centerline of Beecher Road; thence South 13 Degrees 26 Minutes 37 Seconds West, 570.50 feet; thence South 76 Degrees 33 Minutes 23 Seconds East, 96.63 feet; thence South 00 Degrees 57 Minutes 56 Seconds East, 634.81 feet; thence South 68 Degrees 41 Minutes 38 Seconds West, 390.87 feet; thence South 46 Degrees 38 Minutes 37 Seconds West, 788.19 feet; thence South 22 Degrees 13 Minutes 31 Seconds West, 296.31 feet to the Point of Beginning.

Survey Notes:

This survey was prepared with the benefit of Fidelity National Title Insurance Company ALTA Commitment for Title Insurance Commitment No. YK23003764, effective March 17, 2023. Parcel 1 of this commitment was not part of this survey.

All distances are given in feet and decimal parts thereof.

Surveyor's Certificate:

Certification to: Fidelity National Title Insurance Company, Green Door Capital Investments, LLC and Keloka LLC

State of Illinois } This is to certify that this plat and the survey on which it is based were made in accordance
County of Kane } with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys,
jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 8, 9, 11(a)
and 15 of Table A thereof. The field work was completed on December 20, 2023.

Dated at Batavia, Illinois, January 17, 2024

Preliminary

Illinois Professional Land Surveyor No. 035-2710

Advanced Surveying & Mapping

(Illinois Professional Design Firm No. 6014)

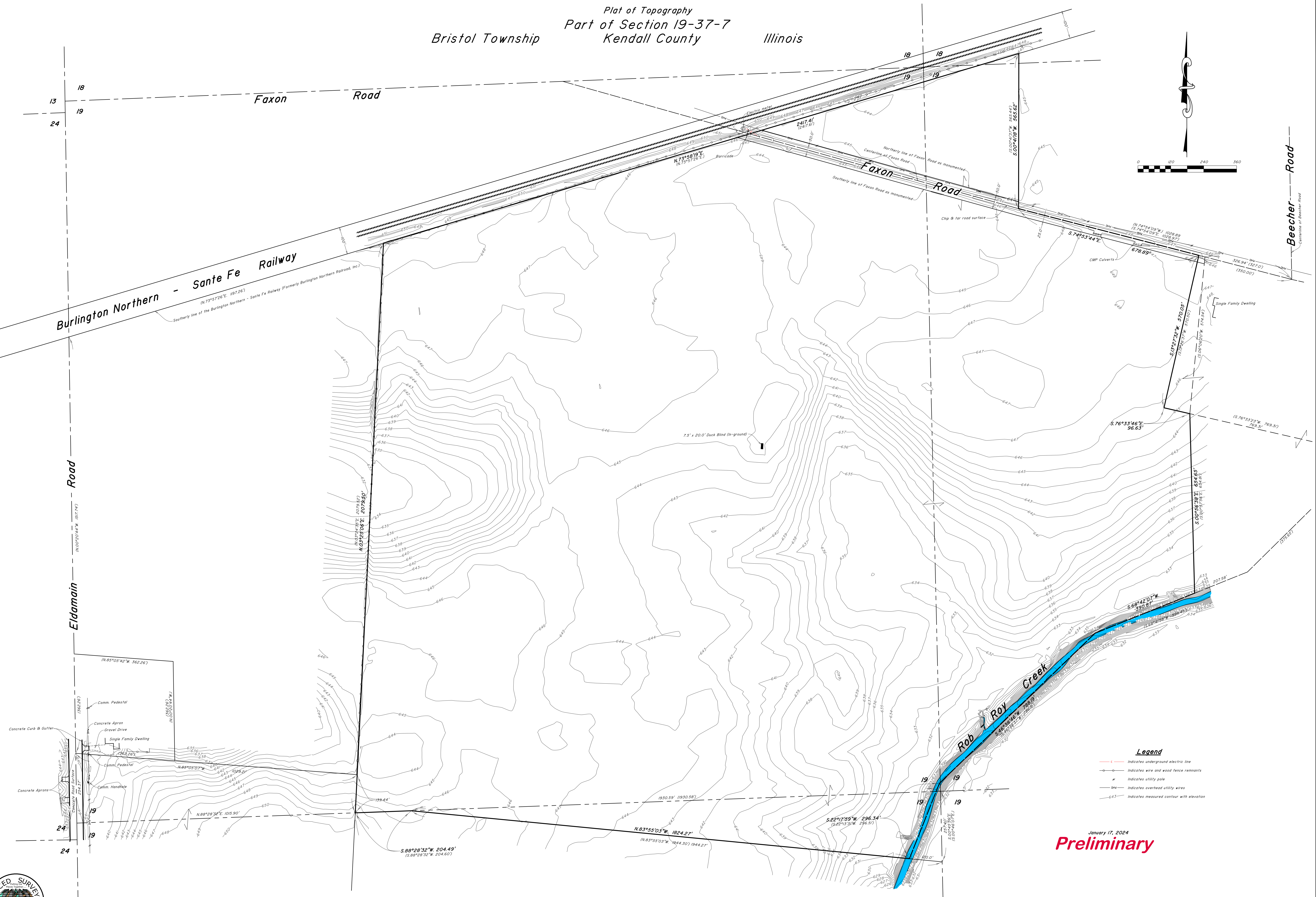
16 E. Wilson Street Batavia, Illinois 60510

(630) 879-0200



License Renewal/Date of Expiration = 1/30/2024

Plat of Topography
Part of Section 19-37-7
Bristol Township
Kendall County
Illinois



Legend

- Indicates underground electric line
- Indicates wire and wood fence remnants
- Indicates utility pole
- Indicates overhead utility wires
- Indicates measured contour with elevation

January 17, 2024
Preliminary



Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville, IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville, IL 60560

Certificate of Publication:

Order Number: 7624168
Purchase Order:

State of Illinois - Kane

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

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 4/26/2024, and the last publication of the notice was made in the newspaper dated and published on 4/26/2024.

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

PUBLICATION DATES: **Apr 26, 2024.**

The Beacon-News

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

27th Day of April, 2024, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE UNITED CITY OF YORKVILLE CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT Green Door Capital, petitioner/contract purchaser, and Kelaka, LLC, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property is generally located south of the Burlington Northern Santa Fe railroad line, southeast of Faxon Road. A parcel consisting of approximately 148.56 acres is proposed to be annexed pursuant to the annexation agreement. The land is currently undeveloped and used for farming. The purpose of this annexation is to allow for future industrial development on the property within City limits pursuant to the terms of that annexation agreement.

The legal description of the tract of property is as follows:

THAT PART OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 1824.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH-WEST QUARTER OF SAID SECTION 19, WHICH IS 1930.58 FEET SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE, 204.49 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 35 SECONDS EAST, 2079.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN - SANTA FE RAILWAY; THENCE NORTH 73 DEGREES 57 MINUTES 26 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2417.61 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, 565.44 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 74 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE CENTERLINE, 678.89 FEET TO A POINT THAT IS 350.00 FEET NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST OF THE CENTERLINE OF BEECHER ROAD; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST, 570.50 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 96.63 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, 654.81 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 58 SECONDS WEST, 390.87 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 37 SECONDS WEST, 788.19 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 31 SECONDS WEST, 296.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 148.56 ACRES, MORE OR LESS (SUBJECT TO 1.56 ACRES WITHIN THE RIGHT-OF-WAY OF FAXON ROAD, AS MONUMENTED).

PIN: 02-19-100-011

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above-described tract of property on **Tuesday, May 14, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

JORI BEHLAND
City Clerk
4/26/24 7624168 HSPAXLP

CHICAGO TRIBUNE

media group



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

Public Hearing #2

Tracking Number

Agenda Item Summary Memo

Title: PUBLIC HEARING Hagemann Trust (Annexation)

Meeting and Date: City Council – July 23, 2024

Synopsis: Supplemental public hearing for annexation request for future manufacturing
land use.

Council Action Previously Taken:

Date of Action: CC – 5/14/24 Action Taken: A public hearing was held.

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

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

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: July 16, 2024
Subject: **PZC 2024-08 Hagemann Trust (Green Door Nexus North)**
Additional Public Hearing Proposed Annexation Agreement Request

A public hearing regarding this request for annexation was held on May 14, 2024. After public comments and a realization about an inconsistency within the City's codified requirements for notice via certified mailings for property owners within 500 feet of a subject property seeking entitlement approval, the City is conducting a supplemental hearing for additional public commentary and Council consideration.

SUMMARY:

The petitioner/contract purchaser, Green Door Capital, and Hagemann Family Trust, owner, are seeking to annex and rezone approximately 138-acres of unincorporated farmland. Generally located immediately east of Eldamain Road, north of Corneils Road, and west of West Beecher Road, the property consists of three (3) parcels (#02-07-100-011, 02-07-100-002, and 02-07-300-005). The petitioner is also requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District, contingent on approval of annexation by the City Council.



HAGEMANN TRUST ANNEXATION MAP

United City of Yorkville, Illinois

Date: March 12, 2024

File Location: I:\ARCGIS TEMPLATES\HAGEMANN TRUST ANNEXATION MAP



PROPERTY BACKGROUND:

The subject property is currently unincorporated and zoned A-1 Agriculture in Kendall County. Consisting of three (3) rectangular parcels, the largest parcel, being approx. 69 acres and located in the center, surrounds two unincorporated residential parcels abutting Eldamain Road. The parcel to the north is approximately 35 acres and the southern parcel is roughly 33 acres. All three (3) parcels have frontage along Eldamain Road. The subject property is mainly utilized as cropland is also part of the Rob Roy Drainage District.

ANNEXATION REQUEST/CONTIGUITY:

As mentioned, the applicant seeks annexation of three (3) unincorporated parcels, #02-07-100-011, 02-07-100-002, and 02-07-300-005, totaling approximately 138-acres for the purpose of constructing and operating a future industrial/data center land use. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately north of the Bright Farms development which is currently under construction with a planned use for an industrial lettuce farm.

Annexation is contingent upon City Council approval of a requested rezoning to M-2 General manufacturing District. A draft annexation agreement and proposed Plat of Annexation has been provided for review and comment. The Planning and Zoning Commission has conducted a public hearing on the rezoning request on June 12, 2024.

ELDAMAIN ROAD RECAPTURE:

In 2011, the City of Yorkville, City of Plano, and Kendall County entered into an intergovernmental agreement regarding the future reconstruction of Eldamain Road from Menards Distribution Center north to Galena Road (Ord. 2011-05). Kendall County agreed to bring Eldamain Road under its jurisdiction and made roadway improvements costing \$6,300,000 for that portion of the roadway. The three (3) governmental entities agreed to equally share the improvements cost which are to be paid through recapture agreements from future annexed properties with frontage along Eldamain Road.

Yorkville has approximately 11,290 lineal feet of frontage along Eldamain Road, and the estimated assessed fee per lineal foot for recapture is \$336.59, for a total of \$3.8 million. This total amount includes repayment of the city's \$1.7 million of cost-sharing obligations memorialized in the 2020 Yorkville/Plano boundary agreement and \$2.1 million share of the total County's reconstruction costs.

Staff was recently informed by Kendall County that since the county highway department received a grant for approximately \$3.5 million in federal funds for the reconstruction of Eldamain Road, the recapture amount has been reduced from \$336.59 per lineal foot of frontage to ~161.00 per lineal foot. **Therefore, the estimated new total recapture should be around \$475,111.** The City expects to have confirmation of these numbers within the next few weeks and a revised intergovernmental agreement will need to be executed between all parties with the updated recapture figures that take into consideration the federal grant. Below is an estimated amount each proposed annexed parcel is obligated to pay per the intergovernmental agreements:

<i>PARCEL</i>	<i>ESTIMATED FRONTAGE</i>	<i>ORIGINAL ESTIMATED RECAPTURE</i>	<i>REVISED ESTIMATED RECAPTURE</i>
<i>02-07-100-011</i>	~ 1,413 linear feet	\$475,601.67	\$227,493
<i>02-07-100-002</i>	~ 601 linear feet	\$202,290.59	\$96,761
<i>02-07-300-005</i>	~ 937 linear feet	\$315,384.83	\$150,857
<i>TOTAL</i>	<i>~ 2,951 linear feet</i>	<i>\$993,277.09</i>	<i>\$475,111.00</i>

THE COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan Update designates the future land use for this property as General Industrial. The General Industrial (GI) designation is generally intended for a broad range of warehousing and manufacturing served by both rail and truck, particularly along the Eldamain Corridor. In 2019 this area of the Comprehensive Plan was redesignated from Estate/Conservation Residential (ERC) to General Industrial (GI) based upon the roadway improvements to Eldamain Road. A data center and the requested M-2 General Manufacturing District is consistent with the current future land use designation in the 2016 Comprehensive Plan Update.

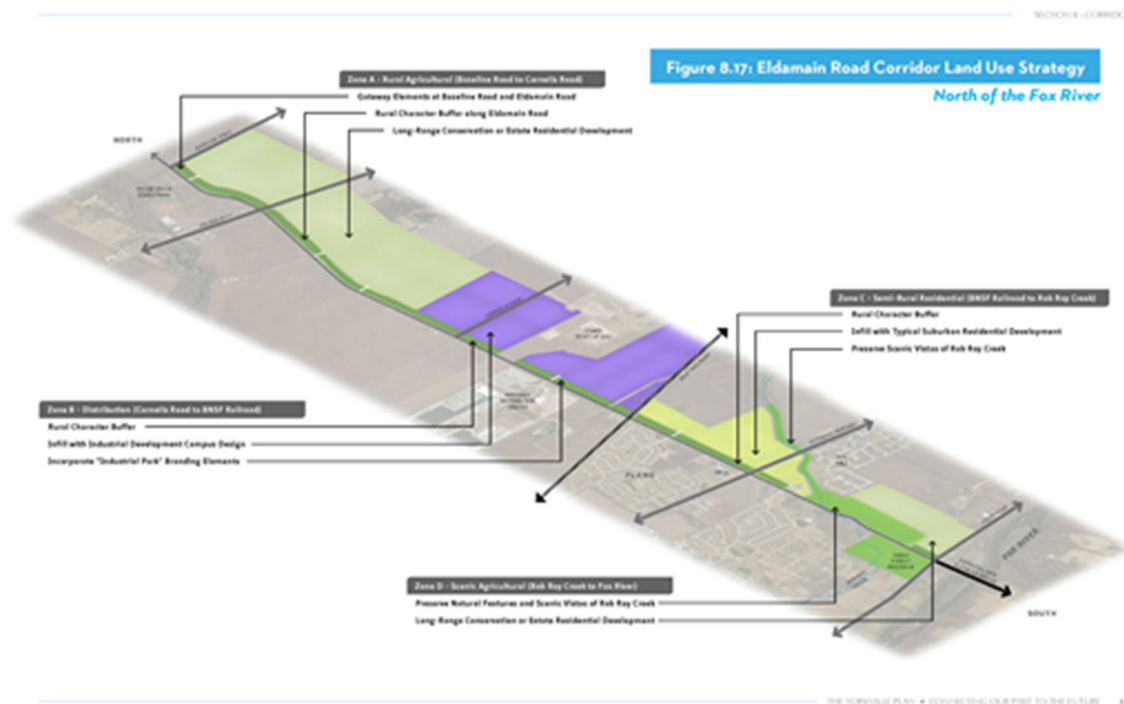


ELDAMAIN ROAD CORRIDOR

New Future Land Use Designation: General Industrial

Summary:

In 2019, the Illinois Department of Transportation announced that \$45 million in funds for the construction of the Eldamain Road bridge over the Fox River was allocated in their multiyear plan. The city was contacted by Kendall County asking us to revisit the comprehensive plan's future land use designation for the Eldamain Road corridor to align with the Kendall County Land Resource Management Plan. Yorkville's future land use designation for this area is "Estate/Conservation Residential" which is intended to provide flexibility for residential design of large lot single-family homes or clustering of home with most of the development dedicated for conservation or green space area. However, Kendall County's Land Resource Management Plan (LRMP) identifies this area's future land use as "Mixed Use Business.". The Mixed-Use Business category would include offices, warehouses, highway-oriented commercial businesses and light industrial. To better align the potential future land uses in this region, the "General Industrial" is more appropriate given the new funding for infrastructure in the area.



STAFF COMMENTS:

The petitioner is requesting a straightforward annexation into the City of Yorkville for the subject property, and they aren't seeking relief or variance from the request M-2 General Manufacturing District. Staff is supportive of the request for annexation and rezoning approval as it would advance the Comprehensive Plan's future land use strategy of creating an Eldamain Road industrial corridor.

ATTACHMENTS:

1. Public Hearing Notice
2. List of Surrounding Property Owners within 500'
3. Affidavit of Publication
4. Copy of Green Card Receipts of Certified Mailings
5. Original Packet Materials from 5-14-24 City Council meeting
 - a. Staff Memo
 - b. Draft Annexation Agreement
 - c. Ord. 2011-05 Yorkville/Plano/Kendall County IGA re: Eldamain Road Improvements
 - d. Ord. 2020-07 Yorkville/Plano Boundary Agreement
 - e. Annexation Agreement Application
 - f. Public Hearing Notice

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT Green Door Capital, petitioner/contract purchaser, and Hagemann Family Trust, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property is generally located immediately east of Eldamain, north of Corneils Road, and west of West Beecher Road. A total of three (3) parcels, consisting of approximately 138.441 acres, are proposed to be annexed pursuant to the annexation agreement. The land is currently undeveloped and used for seasonal farming. The purpose of this annexation is to allow for future industrial development on the property within City limits pursuant to the terms of that annexation agreement.

The legal description of the property is as follows:

PARCEL 1:

THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 6 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A HIGHWAY NOW KNOWN AS W. BEECHER ROAD WHICH IS NORTH 15 DEGREES 11 MINUTES EAST 635 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 15 DEGREES 11 MINUTES WEST ALONG SAID CENTER LINE 635 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE QUARTER SECTION LINE 8.80 CHAINS; THENCE SOUTH 88 DEGREES WEST ALONG A CLAIM LINE 43.78 CHAINS TO THE CENTER LINE OF A HIGHWAY NOW KNOWN AS ELDAMAIN ROAD; THENCE NORTH 17 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 19 CHAINS TO A POINT SOUTH 88 DEGREES 25 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES EAST 2652 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION, 25.80 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION: THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, 23.94 CHAINS; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION, 45.57 CHAINS; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20.20 CHAINS TO THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING:

(1) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7,

EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3,110.0 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 191.73 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 284.0 FEET TO THE SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 191.73 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(2) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3301.73 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 526.43 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 30 MINUTES, 00 SECONDS WITH THE LAST DESCRIBED COURSE MEASURED COUNTER-CLOCKWISE THEREFROM, 284.10 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 519.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(3) THAT PART DEDICATED FOR PUBLIC ROAD BY PLAT OF DEDICATION RECORDED JULY 27, 2004 AS DOCUMENT NO. 200400020601, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE CENTER LINE OF ELDAMAIN ROAD EXTENDED FROM THE NORTHEAST, WHICH POINT IS DESCRIBED AS BEING 1327.29 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 190.57 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 40.0 FEET; THENCE SOUTHERLY ALONG A CURVE: TO THE LEFT HAVING A RADIUS OF 1160.0 FEET WITH IS RADIAL TO THE LAST DESCRIBED COURSE, 365.38 FEET TO A POINT 40.0 FEET EASTERLY OF SAID WEST LINE; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE 40.0 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 190.57 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

4) THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS BY WARRANTY DEED RECORDED APRIL 23, 2012 AS DOCUMENT NO. 201200007234, DESCRIBED AS FOLLOWS:

TRACT A

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 AD J): BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 20 MINUTES 05 SECONDS EAST 30.30 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 01 DEGREES 41 MINUTES 00 SECONDS EAST 934.77 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 51 SECONDS WEST 40.90 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS WEST 914.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37

NORTH, RANGE 6, EAST OF SAID THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01 DEGREES 02 MINUTES 30 SECONDS WEST 20.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 0.764 ACRES, MORE OR LESS, OF WHICH 0.537 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

TRACT B

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 ADJ): COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION ; THENCE NORTH 87 DEGREES 15 MINUTES 05 SECONDS EAST 437.14 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7: THENCE SOUTH 17 DEGREES 00 MINUTES 27 SECONDS WEST 1078.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 59 MINUTES 33 SECONDS EAST 21.70 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE SOUTH 09 DEGREES 36 MINUTES 34 SECONDS WEST 142.10 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE NORTH 72 DEGREES 59 MINUTES 33 SECONDS WEST 40.00 FEET ALONG THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7 AND THE EXTENSION THEREOF; THENCE NORTH 17 DEGREES 00 MINUTES 27 SECONDS EAST 140.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.100 ACRES, MORE OR LESS, OF WHICH 0.069 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

PINs: 02-07-100-011, 02-07-100-002, and 02-07-300-005

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above-described tract of property on **Tuesday, July 23, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

JORI BEHLAND
City Clerk

ROSENWINKEL FAMILY TRUST ET AL 501 JOHN ROSENWINKEL 10735 CHICAGO RD WATERMAN IL 60556	ARTURO REYNALDA SANCHEZ 980 ELDAMAIN RD PLANO IL 60545	COMMONWEALTH EDISON THREE LINCOLN CENTRE 4TH FL OAK BROOK TERRACE IL 60181
ROSENWINKEL FAMILY TRUST ET AL 501 JOHN ROSENWINKEL 10735 CHICAGO RD WATERMAN IL 60556	KATHERINE SCHULTZ DANIEL SCHULTZ 32 BOAT LN OSWEGO IL 60543	MARY AUER 1327 W BEECHER RD BRISTOL IL 60512
ROSENWINKEL FAMILY TRUST ET AL 501 JOHN ROSENWINKEL 10735 CHICAGO RD WATERMAN IL 60556	HAGEMANN FAMILY TRUST PATRICIA K FLECK TTEE 723 TANAGER LN GENEVA IL 60134	JERRY G MARILEE FOLTZ 1010 W BEECHER RD BRISTOL IL 60512
ILLINIOS GREENHOUSE LLC BRIGHTFARMS 50 S BUCKHOUT ST STE 202 IRVINGTON NY 10533	COMMONWEALTH EDISON THREE LINCOLN CENTRE 4TH FL OAK BROOK TERRACE IL 60181	KATHERINE SCHULTZ DANIEL SCHULTZ 32 BOAT LN OSWEGO IL 60543
JAMES M SEARS ET AL 27 N COOK ST PLANO IL 60545	HAGEMANN FAMILY TRUST PATRICIA K FLECK TTEE 723 TANAGER LN GENEVA IL 60134	
JAMES M SEARS ET AL 27 N COOK ST PLANO IL 60545	MORRIS FAMILY FARM LTD PARTNERSHIP 50 W 022 MCDERMOTT RD A BIG ROCK IL 60511	
MICROSOFT CORPORATION ONE MICROSOFT WAY REDMOND WA 980526399	MORRIS FAMILY FARM LTD PARTNERSHIP 50 W 022 A MCDERMOTT RD BIG ROCK IL 60511	
JAMES M SEARS ET AL 27 N COOK ST PLANO IL 60545	HAGEMANN FAMILY TRUST PATRICIA K FLECK TTEE 723 TANAGER LN GENEVA IL 60134	
LATHAM-SCHLEINING TAMMI M SCHLEINING JOSHUA A 790 ELDAMAIN RD PLANO IL 60545	JAMES M SEARS ET AL 27 N COOK ST PLANO IL 60545	
NICHOLAS A LIV TRUST DODD NICHOLAS A DODD NICOLE E JALOVE 1286 ELDAMAIN RD PLANO IL 60545	LISA ANN PRATHER 1314 ELDAMAIN RD PLANO IL 60545	

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United City of Yorkville - CU00410749
651 Prairie Pointe Drive
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651 Prairie Pointe Drive
Yorkville, IL 60560

Certificate of Publication:

Order Number: 7661301
Purchase Order: Annexation 7-23-24

State of Illinois - Kane

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

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 7/03/2024, and the last publication of the notice was made in the newspaper dated and published on 7/03/2024.

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

PUBLICATION DATES: **Jul 03, 2024.**

The Beacon-News

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

4th Day of July, 2024, by

Chicago Tribune Media Group



Jeremy Gates

PUBLIC NOTICE NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT BEFORE UNITED CITY OF YORKVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT Green Door Capital, petitioner/contract purchaser, and Hagemann Family Trust, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property is generally located immediately east of Eldamain, north of Cornells Road, and west of West Beecher Road. A total of three (3) parcels, consisting of approximately 138.441 acres, are proposed to be annexed pursuant to the annexation agreement. The land is currently undeveloped and used for seasonal farming. The purpose of this annexation is to allow for future industrial development on the property within City limits pursuant to the terms of that annexation agreement.

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PARCEL 1:

THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 6 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A HIGHWAY NOW KNOWN AS W. BEECHER ROAD WHICH IS NORTH 15 DEGREES 11 MINUTES EAST 635 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 15 DEGREES 11 MINUTES WEST ALONG SAID CENTER LINE 635 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE QUARTER SECTION LINE 8.80 CHAINS; THENCE SOUTH 88 DEGREES WEST ALONG A CLAIM LINE 43.78 CHAINS TO THE CENTER LINE OF A HIGHWAY NOW KNOWN AS ELDAMAIN ROAD; THENCE NORTH 17 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 19 CHAINS TO A POINT SOUTH 88 DEGREES 25 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES EAST 2652 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

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(2) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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(3) THAT PART DEDICATED FOR PUBLIC ROAD BY PLAT OF DEDICATION RECORDED JULY 27, 2004 AS DOCUMENT NO. 200400020601,

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160 N Stetson Avenue, Chicago, IL 60601

(312) 222-2222 - Fax: (312) 222-4014

DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED, AS FOLLOWS:

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4) THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS BY WARRANTY DEED RECORDED APRIL 23, 2012 AS DOCUMENT NO. 201200007234, DESCRIBED AS FOLLOWS:

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PINS: 02-07-100-011, 02-07-100-002, and 02-07-300-005

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CHICAGO TRIBUNE

media group

Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

JORI BEHLAND
City Clerk
07/03/2024 7661301

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$8.73

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Street
City, IL

ROSENWINKEL FAMILY TRUST ET AL 501
JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN, IL 60556

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$8.73

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Street
City, IL

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PARTNERSHIP
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BIG ROCK, IL 60511

PS Form 3800, April 2015 PSN 7530-02-000-9047 Instructions

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

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MARY AUER
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BRISTOL, IL 60512

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

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JERRY G MARILEE FOLTZ
1010 W BEECHER RD
BRISTOL, IL 60512

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

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Street
City, IL

LISA ANN PRATHER
1314 ELDAMAIN RD
PLANO, IL 60545

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
Street at
City, Sta

H MICROSOFT CORPORATION
ONE MICROSOFT WAY
REDMOND, WA 98052-6399

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
Street
City

H NICHOLAS A LIV TRUST DODD
NICHOLAS A DODD NICOLE E JALOVE
1286 ELDAMAIN RD
PLANO, IL 60545

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Extra Services & Fees (check box, add fee as appropriate)	\$3.65	11
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
Street
City

H JAMES M SEARS ET AL
27 N COOK ST
PLANO, IL 60545

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	

Postage \$0.68

Total Postage and Fees \$5.08

Sent To
Street
City

H ARTURO REYNALDA SANCHEZ
980 ELDAMAIN RD
PLANO, IL 60545

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	

Postage \$0.68

Total Postage and Fees \$8.73

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Street
City, St

H COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE, IL 60181

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	

Postage \$0.68

Total Postage and Fees \$8.73

Sent To
Street
City

H LATHAM-SCHLEINING TAMMI M
SCHLEINING JOSHUA A
790 ELDAMAIN RD
PLANO, IL 60545

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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
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Postage \$0.68

Total Postage and Fees \$8.73

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KATHERINE SCHULTZ
 DANIEL SCHULTZ
 32 BOAT LANE
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Irvington, NY 10533

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☐ Certified Mail Restricted Delivery \$0.00
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Postage \$0.68

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City, Sta

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ILLINOIS GREENHOUSE LLC
 BRIGHT FARMS
 50 S BUCKHOUT ST, STE 202
 IRVINGTON, NY 10533



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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

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City, State

H SHAN LOGAN-WACLAW
756 HEARTLAND DR
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

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H COREY JOHNSON
1152 GRACE ST
YORKVILLE, IL 60560

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

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H JONATHAN GROTE
324 E BLACKBERRY LN
YORKVILLE, IL 60560

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
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H ROBERT W WALKER
P.O. BOX 16
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

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H SUSAN PEREZ
70 CHARITY LANE
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Postage \$0.68

Total Postage and Fees \$8.73

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St

City

H

TAMMY BOEHM
 116 CONOVER CT
 YORKVILLE, IL 60560

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

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Street

City, St

H

WILLIAM (BILL) WEATHERLY
 8 PARK LANE
 BRISTOL, IL 60512

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TAMMY BOEHM

116 CONOVER CT

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MARTY SCHWARTZ

8308 WALKER RD

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KEN JOHNSON

103 E. BEAVER ST

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☐ Adult Signature Restricted Delivery \$0.00

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Total Postage and Fees \$8.73

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JEFF FARREN

1013 PRAIRIE LANE

YORKVILLE, IL 60560

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

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PHYLLIS YABSLEY

103 E. BEAVER ST

YORKVILLE, IL 60560

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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

Sent To

H

GARY SCHLAPP

103 E. BEAVER ST


YORKVILLE, IL 60560

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<input type="checkbox"/> Return Receipt (electronic) \$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery \$0.00	
Postage \$0.68	
Total Postage and Fees \$8.73	
Sent To: MARTY SCHWARTZ Street: 8308 WALKER RD City, S: YORKVILLE, IL 60560	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$0.00	
<input type="checkbox"/> Return Receipt (electronic) \$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery \$0.00	
Postage \$0.68	
Total Postage and Fees \$8.73	
Sent To: JEFF FARREN Street: 1013 PRAIRIE LANE City, S: YORKVILLE, IL 60560	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$0.00	
<input type="checkbox"/> Return Receipt (electronic) \$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery \$0.00	
Postage \$0.68	
Total Postage and Fees \$8.73	
Sent To: KEN JOHNSON Street: 103 E. BEAVER ST City, S: YORKVILLE, IL 60560	
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Certified Mail Fee \$4.40	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$0.00	
<input type="checkbox"/> Return Receipt (electronic) \$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery \$0.00	
Postage \$0.68	
Total Postage and Fees \$8.73	
Sent To: GARY SCHLAPP Street: 103 E. BEAVER ST City, S: YORKVILLE, IL 60560	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$0.00	
<input type="checkbox"/> Return Receipt (electronic) \$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery \$0.00	
Postage \$0.68	
Total Postage and Fees \$8.73	
Sent To: PHYLLIS YABSLEY Street: 103 E. BEAVER ST City, S: YORKVILLE, IL 60560	
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Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input 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

Public Hearing #2

Tracking Number

Agenda Item Summary Memo

Title: PUBLIC HEARING Hagemann Trust (Annexation)

Meeting and Date: City Council – May 14, 2024

Synopsis: Request for annexation and rezoning for future manufacturing land use.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development

Name

Department

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?

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Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: April 5, 2024
Subject: **PZC 2024-08 Hagemann Trust (Green Door Nexus North)**
Public Hearing Proposed Annexation Agreement Request

SUMMARY:

The petitioner/contract purchaser, Green Door Capital, and Hagemann Family Trust, owner, are seeking to annex and rezone approximately 138-acres of unincorporated farmland. Generally located immediately east of Eldamain Road, north of Cornells Road, and west of West Beecher Road, the property consists of three (3) parcels (#02-07-100-011, 02-07-100-002, and 02-07-300-005). The petitioner is also requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District, contingent on approval of annexation by the City Council.



HAGEMANN TRUST ANNEXATION MAP

United City of Yorkville, Illinois

Date: March 12, 2024

File Location: I:\ARCGIS TEMPLATES\HAGEMANN TRUST ANNEXATION MAP



PROPERTY BACKGROUND:

The subject property is currently unincorporated and zoned A-1 Agriculture in Kendall County. Consisting of three (3) rectangular parcels, the largest parcel, being approx. 69 acres and located in the center, surrounds two unincorporated residential parcels abutting Eldamain Road. The parcel to the north is approximately 35 acres and the southern parcel is roughly 33 acres. All three (3) parcels have frontage along Eldamain Road. The subject property is mainly utilized as cropland is also part of the Rob Roy Drainage District.

ANNEXATION REQUEST/CONTIGUITY:

As mentioned, the applicant seeks annexation of three (3) unincorporated parcels, #02-07-100-011, 02-07-100-002, and 02-07-300-005, totaling approximately 138-acres for the purpose of constructing and operating a future industrial/data center land use. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately north of the Bright Farms development which is currently under construction with a planned use for an industrial lettuce farm.

Annexation is contingent upon City Council approval of a requested rezoning to M-2 General manufacturing District. A draft annexation agreement and proposed Plat of Annexation has been provided for review and comment.

ELDAMAIN ROAD RECAPTURE:

In 2011, the City of Yorkville, City of Plano, and Kendall County entered into an intergovernmental agreement regarding the future reconstruction of Eldamain Road from Menards Distribution Center north to Galena Road (Ord. 2011-05). Kendall County agreed to bring Eldamain Road under its jurisdiction and made roadway improvements costing \$6,300,000 for that portion of the roadway. The three (3) governmental entities agreed to equally share the improvements cost which are to be paid through recapture agreements from future annexed properties with frontage along Eldamain Road.

Yorkville has approximately 11,290 lineal feet of frontage along Eldamain Road, and the estimated assessed fee per lineal foot for recapture is \$336.59, for a total of \$3.8 million. This total amount includes repayment of the city's \$1.7 million of cost-sharing obligations memorialized in the 2020 Yorkville/Plano boundary agreement and \$2.1 million share of the total County's reconstruction costs.

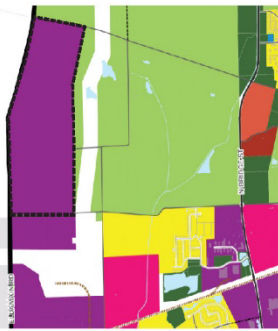
Below is an estimated amount each proposed annexed parcel is obligated to pay per the intergovernmental agreements:

<i>PARCEL</i>	<i>ESTIMATED FRONTAGE</i>	<i>ESTIMATED RECAPTURE</i>
<i>02-07-100-011</i>	~ 1,413 linear feet	\$475,601.67
<i>02-07-100-002</i>	~ 601 linear feet	\$202,290.59
<i>02-07-300-005</i>	~ 937 linear feet	\$315,384.83
<i>TOTAL</i>	<i>~ 2,951 linear feet</i>	<i>\$993,277.09</i>

THE COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan Update designates the future land use for this property as General Industrial. The General Industrial (GI) designation is generally intended for a broad range of warehousing and manufacturing served by both rail and truck, particularly along the Eldamain Corridor. In 2019 this area of the Comprehensive Plan was redesignated from Estate/Conservation Residential (ERC) to General Industrial (GI) based upon the roadway improvements to Eldamain Road. A data center and the requested

M-2 General Manufacturing District is consistent with the current future land use designation in the 2016 Comprehensive Plan Update.

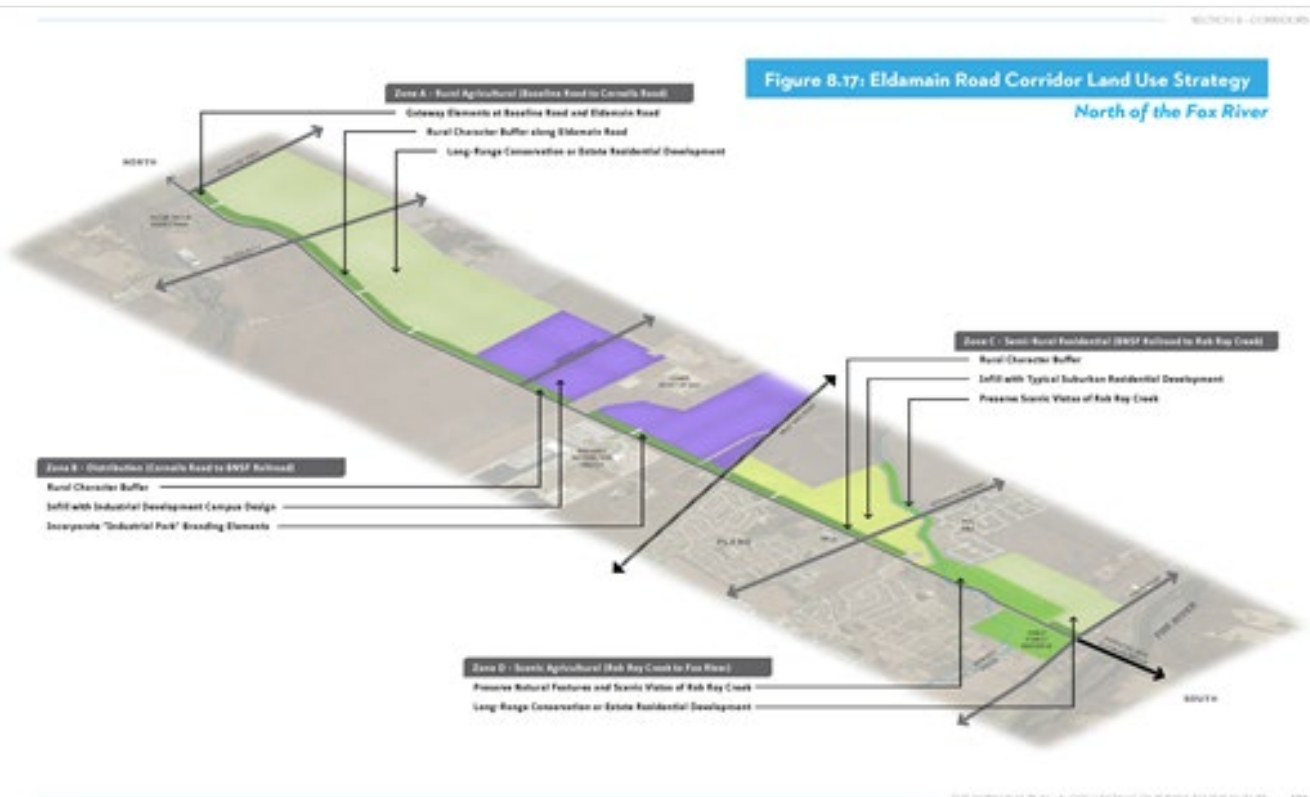


ELDAMAIN ROAD CORRIDOR

New Future Land Use Designation: General Industrial

Summary:

In 2019, the Illinois Department of Transportation announced that \$45 million in funds for the construction of the Eldamain Road bridge over the Fox River was allocated in their multiyear plan. The city was contacted by Kendall County asking us to revisit the comprehensive plan's future land use designation for the Eldamain Road corridor to align with the Kendall County Land Resource Management Plan. Yorkville's future land use designation for this area is "Estate/Conservation Residential" which is intended to provide flexibility for residential design of large lot single-family homes or clustering of home with most of the development dedicated for conservation or green space area. However, Kendall County's Land Resource Management Plan (LRMP) identifies this area's future land use as "Mixed Use Business.". The Mixed-Use Business category would include offices, warehouses, highway-oriented commercial businesses and light industrial. To better align the potential future land uses in this region, the "General Industrial" is more appropriate given the new funding for infrastructure in the area.



STAFF COMMENTS:

The petitioner is requesting a straightforward annexation into the City of Yorkville for the subject property, and they aren't seeking relief or variance from the request M-2 General Manufacturing District. Staff is supportive of the request for annexation and rezoning approval as it would advance the Comprehensive Plan's future land use strategy of creating an Eldamain Road industrial corridor.

ATTACHMENTS:

1. Draft Annexation Agreement
2. Ord. 2011-05 Yorkville/Plano/Kendall County IGA re: Eldamain Road Improvements
3. Ord. 2020-07 Yorkville/Plano Boundary Agreement
4. Annexation Agreement Application
5. Public Hearing Notice

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter (“*Agreement*”), is made and entered into this _____ day of _____, 2024, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as “*City*” and Hagemann Family Trust and Green Door Capital, hereinafter jointly referred to as “*Owner*”.

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 138.441 acres, more or less (the “*Subject Property*”); and,

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as M-2 General Manufacturing District; and,

WHEREAS, it is the desire of the Mayor and City Council (the “*Corporate Authorities*”) to annex the Subject Property and permit the zoning, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and,

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the “*Municipal Code*”); and,

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and,

WHEREAS, the Planning and Zoning Commission of the City and has duly held all public hearings relating to zoning, all as required by the provisions of the City’s Zoning Code and the Municipal Code (the “*Municipal Code*”); and,

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the M-2 General Manufacturing District; and,

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Conditions of Annexation.

- A. The City hereby agrees, contemporaneously with annexation, the City shall undertake procedures as required by the City's Unified Development Ordinance to rezone the Subject Property as M-2 General Manufacturing District.
- B. The Owner agrees to satisfy any and all obligations pertaining to the Subject Agreement pursuant to the Intergovernmental Agreement with Kendall County and the City of Plano Governing the Reconstruction of Eldamain Road attached hereto as *Exhibit B*.
- C. The Owner agrees to convey to the City one (1) acre of the subject Property for the purpose of constructing water tower and permanent easement for the extension of a watermain and driveway access to the water tower.

Section 3. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 4. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard
Suite 350
Naperville, Illinois 60563

To the Owner: Patricia Fleck & Larry Hagemann
Hagemann Family Trust
723 Tanager Lane
Geneva, IL, 60134

To the Purchaser: Matt Gilbert
Green Door Capital
837 W. Junior Ter
Chicago, IL 60613

Section 5. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 6. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this

Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois
municipal corporation

By: _____
Mayor

Attest:

City Clerk

Larry Hagemann

By: _____
Owner

Patricia Fleck

By: _____
Owner

EXHIBIT A

PARCEL 1:

THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 6 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A HIGHWAY NOW KNOWN AS W. BEECHER ROAD WHICH IS NORTH 15 DEGREES 11 MINUTES EAST 635 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 15 DEGREES 11 MINUTES WEST ALONG SAID CENTER LINE 635 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE QUARTER SECTION LINE 8.80 CHAINS; THENCE SOUTH 88 DEGREES WEST ALONG A CLAIM LINE 43.78 CHAINS TO THE CENTER LINE OF A HIGHWAY NOW KNOWN AS ELDAMAIN ROAD; THENCE NORTH 17 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 19 CHAINS TO A POINT SOUTH 88 DEGREES 25 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES EAST 2652 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION, 25.80 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION: THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, 23.94 CHAINS; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION, 45.57 CHAINS; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20.20 CHAINS TO THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING:

(1) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3,110.0 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 191.73 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 284.0 FEET TO THE SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE,

191.73 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(2) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3301.73 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 526.43 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 30 MINUTES, 00 SECONDS WITH THE LAST DESCRIBED COURSE MEASURED COUNTER-CLOCKWISE THEREFROM, 284.10 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 519.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(3) THAT PART DEDICATED FOR PUBLIC ROAD BY PLAT OF DEDICATION RECORDED JULY 27, 2004 AS DOCUMENT NO. 200400020601, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE CENTER LINE OF ELDAMAIN ROAD EXTENDED FROM THE NORTHEAST, WHICH POINT IS DESCRIBED AS BEING 1327.29 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 190.57 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 40.0 FEET; THENCE SOUTHERLY ALONG A CURVE: TO THE LEFT HAVING A RADIUS OF 1160.0 FEET WITH IS RADIAL TO THE LAST DESCRIBED COURSE, 365.38 FEET TO A POINT 40.0 FEET EASTERLY OF SAID WEST LINE; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE 40.0 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 190.57 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

4) THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS BY WARRANTY DEED RECORDED APRIL 23, 2012 AS DOCUMENT NO. 201200007234, DESCRIBED AS FOLLOWS:

TRACT A

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 AD J): BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 20 MINUTES 05 SECONDS EAST 30.30 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 01 DEGREES 41 MINUTES 00 SECONDS EAST 934.77 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 51 SECONDS WEST 40.90 FEET TO THE

WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS WEST 914.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6, EAST OF SAID THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01 DEGREES 02 MINUTES 30 SECONDS WEST 20.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 0.764 ACRES, MORE OR LESS, OF WHICH 0.537 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

TRACT B

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 ADJ): COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION ; THENCE NORTH 87 DEGREES 15 MINUTES 05 SECONDS EAST 437.14 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7: THENCE SOUTH 17 DEGREES 00 MINUTES 27 SECONDS WEST 1078.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 59 MINUTES 33 SECONDS EAST 21.70 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE SOUTH 09 DEGREES 36 MINUTES 34 SECONDS WEST 142.10 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE NORTH 72 DEGREES 59 MINUTES 33 SECONDS WEST 40.00 FEET ALONG THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7 AND THE EXTENSION THEREOF; THENCE NORTH 17 DEGREES 00 MINUTES 27 SECONDS EAST 140.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.100 ACRES, MORE OR LESS, OF WHICH 0.069 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

with **Property Index Numbers 02-07-100-011, 02-07-100-002, and 02-07-300-005.**

EXHIBIT B

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2024-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, ANNEXING
CERTAIN TERRITORY GENERALLY LOCATED IMMEDIATELY EAST OF
ELDAMAIN, NORTH OF CORNELIS ROAD, AND WEST OF WEST BEECHER ROAD
(Hagemann Trust)**

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, a duly executed *PETITION FOR ANNEXATION*, signed by Patricia Fleck of Hagemann Family Trust, owners, and submitted by contract purchaser, Green Door Capital, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and,

WHEREAS, there are no electors residing within said territory: and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City; and,

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interests of the City that said territory be annexed.

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 legal description and property index number(s) of the territory to be annexed are as follows:

PARCEL 1:

THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 6 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A HIGHWAY NOW KNOWN AS W. BEECHER ROAD WHICH IS NORTH 15 DEGREES 11 MINUTES EAST 635 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 15 DEGREES 11 MINUTES WEST ALONG SAID CENTER LINE 635 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE QUARTER SECTION LINE 8.80 CHAINS; THENCE SOUTH 88 DEGREES WEST ALONG A CLAIM LINE 43.78 CHAINS TO THE CENTER LINE OF A HIGHWAY NOW KNOWN AS ELDAMAIN ROAD; THENCE NORTH 17 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 19 CHAINS TO A POINT SOUTH 88 DEGREES 25 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES EAST 2652 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION, 25.80 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION: THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, 23.94 CHAINS; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION, 45.57 CHAINS; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20.20 CHAINS TO THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING:

(1) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3,110.0 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 191.73 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 284.0 FEET TO THE SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 191.73 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(2) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3301.73 FEET FOR A POINT

OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 526.43 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 30 MINUTES, 00 SECONDS WITH THE LAST DESCRIBED COURSE MEASURED COUNTER-CLOCKWISE THEREFROM, 284.10 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 519.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(3) THAT PART DEDICATED FOR PUBLIC ROAD BY PLAT OF DEDICATION RECORDED JULY 27, 2004 AS DOCUMENT NO. 200400020601, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE CENTER LINE OF ELDAMAIN ROAD EXTENDED FROM THE NORTHEAST, WHICH POINT IS DESCRIBED AS BEING 1327.29 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 190.57 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 40.0 FEET; THENCE SOUTHERLY ALONG A CURVE: TO THE LEFT HAVING A RADIUS OF 1160.0 FEET WITH IS RADIAL TO THE LAST DESCRIBED COURSE, 365.38 FEET TO A POINT 40.0 FEET EASTERLY OF SAID WEST LINE; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE 40.0 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 190.57 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

4) THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS BY WARRANTY DEED RECORDED APRIL 23, 2012 AS DOCUMENT NO. 201200007234, DESCRIBED AS FOLLOWS:

TRACT A

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 AD J): BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 20 MINUTES 05 SECONDS EAST 30.30 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 01 DEGREES 41 MINUTES 00 SECONDS EAST 934.77 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 51 SECONDS WEST 40.90 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS WEST 914.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6, EAST OF SAID THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01 DEGREES 02 MINUTES 30 SECONDS WEST 20.44 FEET ALONG THE WEST LINE OF THE

SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 0.764 ACRES, MORE OR LESS, OF WHICH 0.537 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

TRACT B

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 ADJ): COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION ; THENCE NORTH 87 DEGREES 15 MINUTES 05 SECONDS EAST 437.14 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7: THENCE SOUTH 17 DEGREES 00 MINUTES 27 SECONDS WEST 1078.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 59 MINUTES 33 SECONDS EAST 21.70 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE SOUTH 09 DEGREES 36 MINUTES 34 SECONDS WEST 142.10 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE NORTH 72 DEGREES 59 MINUTES 33 SECONDS WEST 40.00 FEET ALONG THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7 AND THE EXTENSION THEREOF; THENCE NORTH 17 DEGREES 00 MINUTES 27 SECONDS EAST 140.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.100 ACRES, MORE OR LESS, OF WHICH 0.069 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

with **Property Index Numbers 02-07-100-011, 02-07-100-002, and 02-07-300-005.**

Section 2. That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

Section 3. That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with the *Plat of Annexation* appended to this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner 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 _____

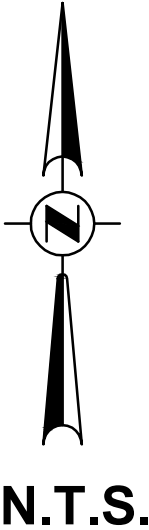
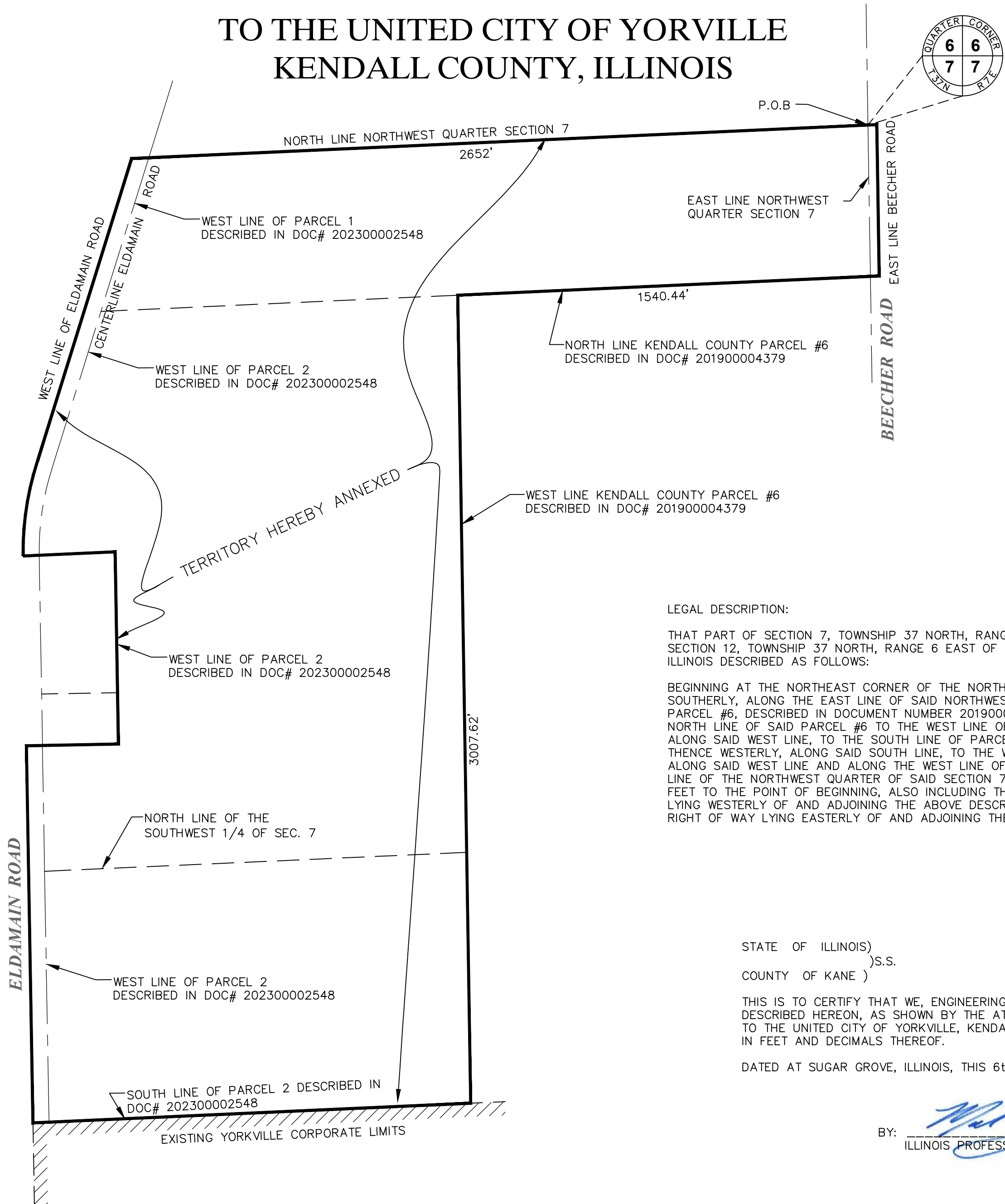
SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

PLAT OF ANNEXATION
TO THE UNITED CITY OF YORVILLE
KENDALL COUNTY, ILLINOIS



P.I.N.S:
02-07-100-011
02-07-100-002
02-07-300-005

LEGAL DESCRIPTION:
THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7 EAST AND PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, TO THE NORTH LINE OF KENDALL COUNTY PARCEL #6, DESCRIBED IN DOCUMENT NUMBER 201900004379; THENCE WESTERLY, 1540.44 FEET, ALONG THE NORTH LINE OF SAID PARCEL #6 TO THE WEST LINE OF SAID PARCEL; THENCE SOUTHERLY, 3007.62 FEET, ALONG SAID WEST LINE, TO THE SOUTH LINE OF PARCEL 2, DESCRIBED IN DOCUMENT NUMBER 202300002548; THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID PARCEL 2; THENCE NORTHERLY, ALONG SAID WEST LINE AND ALONG THE WEST LINE OF PARCEL 1 DESCRIBED SAID DOCUMENT, TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EASTERLY, ALONG SAID NORTH LINE, 2652 FEET TO THE POINT OF BEGINNING, ALSO INCLUDING THAT PART OF THE ELDAMAIN ROAD RIGHT OF WAY LYING WESTERLY OF AND ADJOINING THE ABOVE DESCRIBED PARCEL, AND THAT PART OF THE BEECHER ROAD RIGHT OF WAY LYING EASTERLY OF AND ADJOINING THE ABOVE DESCRIBED PARCEL.

STATE OF ILLINOIS)
COUNTY OF KANE) S.S.

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 6th DAY OF MAY 2024.

BY:
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/24)



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

			DATE:	MAY 6, 2024
			PROJECT NO.	YO2305
			FILE NO	YO2304 ANNEXATION
			PAGE 1 OF 1	
NO.	DATE	REVISIONS		

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
KENDALL COUNTY AND THE CITY OF PLANO
GOVERNING THE RECONSTRUCTION OF ELDAMAIN ROAD**

WHEREAS, the United City of Yorkville is a duly organized, and validly existing non home-rule municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois; and,

WHEREAS, Kendall County, the United City of Yorkville and the City of Plano are “public agencies” within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and have authority to exercise, combine and transfer their powers, functions and authority jointly with each other as public agencies; and,

WHEREAS, Kendall County, the United City of Yorkville and the City of Plano are “units of local government” within the context of Section 10 of Article VII, of the Illinois Constitution of 1970 and have the authority to obtain or share services, and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and,

WHEREAS, Kendall County, the United City of Yorkville and the City of Plano are authorized pursuant to the above authority to enter into an intergovernmental agreement for the reconstruction, financing, and recapturing of costs for the improvements to Eldamain Road which is under the jurisdiction of Kendall County.

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 Corporate Authorities of the United City of Yorkville hereby find as facts all of the recitals in the preamble of this Ordinance and incorporate them as though fully set forth herein.

Section 2. That the agreement between Kendall County, the City of Plano, and the United City of Yorkville entitled, *Intergovernmental Agreement Between Kendall County, City of Plano and City of Yorkville, An Agreement Governing the Reconstruction of Eldamain Road from Menards to Galena Road*, (“Intergovernmental Agreement”) a copy of which is attached hereto and incorporated herein as Exhibit A, is hereby approved.

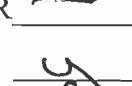


Section 3. That the Mayor and City Clerk are hereby authorized to execute and deliver said Intergovernmental Agreement.


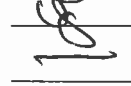
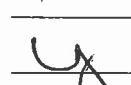

Section 4. That the officials, officers, and employees of the United City of Yorkville are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Intergovernmental Agreement.

Section 5. This Ordinance shall be in full force and effect upon passage, approval, and publication as provided by law.


Passed by the City Council of the United City of Yorkville, Kendall County,
Illinois this 8 day of February, A.D. 2011.


CITY CLERK

ROBYN SUTCLIFF 
ARDEN JOE PLOCHER 
GARY GOLINSKI 
ROSE SPEARS 

DIANE TEELING 
WALLY WERDERICH 
MARTY MUNNS 
GEORGE GILSON, JR. 

Approved by me, as Mayor of the United City of Yorkville, Kendall County,
Illinois, this 22 day of FEBRUARY, A.D. 2011.


MAYOR

16AM 11-07

INTERGOVERNMENTAL AGREEMENT

BETWEEN

KENDALL COUNTY, CITY OF PLANO AND CITY OF YORKVILLE

An agreement governing the reconstruction of Eldamain Road from Menards to Galena Road

WHEREAS, Kendall County, the City of Plano, and the City of Yorkville are all units of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220 et seq. and the Illinois Constitution Article VII Sec. 10, and;

WHEREAS, Kendall County, hereinafter referred to as County, has jurisdiction over Eldamain Road for its entirety, and;

WHEREAS, the County seeks to make certain improvements to Eldamain Road from the Menards Distribution Center north to Galena Road to address the growing capacity needs of the roadway, improve public safety and stimulate the economies of local municipalities, and;

WHEREAS, specific improvements for the proposed roadway include the construction of one lane of concrete pavement in each direction, all appropriate turning lanes, paved shoulders, a raised grass median, pavement markings and all other appurtenances necessary to complete the reconstruction of the roadway in accordance with County specifications, and;

WHEREAS, the City of Plano, hereinafter referred to as Plano, has corporate boundaries lying immediately adjacent to and West of the centerline of Eldamain Road; and City of Yorkville, hereinafter referred to as Yorkville, has corporate boundaries lying immediately adjacent to and East of the centerline of Eldamain Road, and;

WHEREAS, both Plano and Yorkville share the vision of the County to make improvements to Eldamain Road from the Menards Distribution Center to Galena Road for reasons aforesaid, and;

WHEREAS, said agencies desire to codify the terms of agreement as they relate to the cost of the project, the recapture of fees, the timing of repayment of fees and expenses, the dedication of necessary rights-of-way, the cost of engineering and any and all other items expressly identified and contained herein.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the parties mutually agree as follows:

1. The above recitals are incorporated herein by reference.
2. The County will prepare or cause to be prepared all documents related to the reconstruction of Eldamain Road from the Menards Distribution Center north to Galena Road, including, but not limited to, engineering plans, specifications, estimates, contracts, bonds, and certificates of insurance, as well as all documentation required for accurate payment of all contractors and subcontractors working on the

project under the terms and conditions of the contract, identified by the County as Section 07-00096-00-RP, at no cost to Plano and Yorkville.

3. The County will acquire necessary rights-of-way for the project, identified as Section 07-00096-00-RP, at no cost to Plano and Yorkville. Plano and Yorkville shall be responsible for acquiring rights of way for future improvements as set forth in paragraph 11 below.
4. As lead agency, the County will cause the reconstruction of Eldamain Road to be completed in a timely manner, and will make payment(s) to those performing the work in accordance with the contract documents.
5. The parties mutually agree that the estimated cost to improve Eldamain Road is \$6.3 million. Said costs shall be divided and assessed equally between the County, Plano and Yorkville, with the municipal shares being assessed per lineal foot of frontage along Eldamain Road. It is the understanding of all parties hereto that the Municipal Corporations, Plano and Yorkville, will not be responsible to directly pay said fees, but shall collect fees pursuant to recapture agreements as permitted by law in any applicable annexation agreement from future municipal developments, and upon receipt of such fees from developers shall turn over those fees to the County as a recapture of costs for construction of the roadway.
6. The City of Plano and the United City of Yorkville have heretofore entered into a Boundary Agreement between the United City of Yorkville, Illinois, and the City of Plano, Illinois, a copy of which has heretofore been filed for record in the Office of the Recorder of Deeds of Kendall County as Document Number 200100005727 and Document Number 200500008114. Said Agreement between the cities provides, at Paragraph 7, for a cost sharing for future improvements to Eldamain Road.
7. Pursuant to the terms of Paragraph 7 of the Boundary Agreement, the City of Plano has already expended the sum of \$3,400,000.00 for improvements to Eldamain Road. The obligation of the City of Plano to contribute further to the costs to improve Eldamain Road contemplated by the Agreement shall not occur until such time as the United City of Yorkville has contributed from recapture fees not less than \$3,400,000.00 to the project as set forth in the following Paragraphs of this Agreement.
8. Based upon current estimates, the City of Plano's share of the costs of the project will be \$2,100,000.00 (1/3rd of \$6,300,000.00). Accordingly, based upon current estimates of cost, the contribution to be collected by the City of Plano will be in the sum of \$400,000.00.
9. Based upon current estimates, the share of the cost to be recaptured by the United City of Yorkville shall be assessed at \$336.59 per lineal foot of frontage on the East side of Eldamain Road (11,290.00 lineal feet) and that the share of the cost to be recaptured by the City of Plano shall be assessed at \$34.85 per lineal foot along the West side of Eldamain Road (11,468 lineal feet), and shall be paid to the County under the following terms. Plano agrees to make every reasonable effort to assess through recapture and collect not less than \$34.85 per lineal foot and Yorkville agrees

to make every reasonable effort to assess through recapture and collect not less than \$336.59 per lineal foot from all developments in each respective community that have frontage on Eldamain Road between Menards Distribution Center and Galena Road, excluding those properties that have existing annexation agreements approved as of the date of the signing of this instrument. Collected fees shall be paid to the County not more than 180 days after recording of the final plat for any and all municipal developments that have frontage on Eldamain Road.

10. Upon completion of the improvements and the finalization of the computation of the costs of the project, the parties agree to execute an Amendment to this Agreement incorporating the final "AS BUILT" costs and adjusting, based upon final "AS BUILT" costs, the allocations set forth above.
11. In order to accommodate future multi-lane improvements, Plano and Yorkville also agree to use their best efforts to acquire from all future developed properties with frontage along Eldamain Road and to grant to the County of Kendall, at no costs to the Cities, not less than 60' nor more than 75' of road right-of-way, measured from the centerline of Eldamain Road to the right-of-way line, along the entire frontage of all developed properties that have frontage along Eldamain Road, at the time of annexation or platting of said developing properties. The exact width of right-of-way required shall be designated by the County Engineer of Kendall County.
12. In the event federal stimulus funds, or any other federal or state grant funds are allocated for the reconstruction of Eldamain Road, Section 07-00096-00-RP, the municipal share of recapture costs, identified above, shall be reduced proportionally for both Plano and Yorkville. Specifically, recapture costs per lineal foot shall be reduced to equal the following: Yorkville: $[1 - \text{Grant Funds} / \$6.3 \text{ million}] \times \336.59 ; Plano: $[1 - \text{Grant Funds} / \$6.3 \text{ million}] \times \34.85 .
13. This Agreement is executed in triplicate and each party shall retain one completely executed copy, each of which is deemed an original.
14. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by all parties.
15. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. This agreement shall be in full force and effect for a period of 20 years from the date of execution of the agreement.
17. This Agreement may be terminated only by mutual consent of all of the parties acknowledged in writing.

IN WITNESS WHEREOF, the parties mutually agree to the terms and conditions contained herein.

FOR THE COUNTY

ATTEST

NAME John Purcell
TITLE County Board Chair
SIGNATURE JPR
DATE 3/15/11

Debbie Gillette
County Clerk
Debbie Gillette
3/15/11

SEAL

FOR THE CITY OF PLANO

ATTEST

NAME Robert Hausler
TITLE Mayor of Plano
SIGNATURE Robert Hausler
DATE 2-28-2011

Deanna Brown
City Clerk
Deanna Brown
3-2-11

SEAL

FOR THE CITY OF YORKVILLE

ATTEST

NAME Valerie Burd
TITLE Mayor of Yorkville
SIGNATURE Valerie Burd
DATE 2/22/2011

Jacquelyn Milschewski
City Clerk
Jacquelyn Milschewski
2-8-2011

SEAL

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

ORDINANCE NO. 2020-07

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

**Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 11th day of February, 2020**

**Prepared by and Return to:
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560**

**Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on February 27, 2020.**

Ordinance No. 2020-07

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

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

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

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

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

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

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

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 11th day of February, 2020.


CITY CLERK

KEN KOCH	<u>AYE</u>	DAN TRANSIER	<u>AYE</u>
JACKIE MILSCHEWSKI	<u>AYE</u>	ARDEN JOE PLOCHER	<u>AYE</u>
CHRIS FUNKHOUSER	<u>AYE</u>	JOEL FRIEDERS	<u>AYE</u>
SEAVAR TARULIS	<u>AYE</u>	JASON PETERSON	<u>AYE</u>

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

27th day of FEBRUARY, 2020.



MAYOR



STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

202000003330

DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL

RECORDED: 3/4/2020 10:41 AM
AGR: 57.00 RHSPS FEE: 10.00
PAGES: 10

THIS IS A COVER PAGE
FOR RECORDING PURPOSES ONLY

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

Prepared by and Return to:

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

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Above Space for Recorder's Use Only

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

This Jurisdictional Boundary Line Agreement by and between the City of Plano, Kendall County, Illinois a non-home rule municipal corporation ("*Plano*") by virtue of the laws of the State of Illinois, and the United City of Yorkville, Kendall County, Illinois a non-home rule municipal corporation ("*Yorkville*") by virtue of the laws of the State of Illinois dated this 27th day of FEBRUARY, ~~2019~~
2020.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Plano

By:

Robert A. Haul
Mayor

Attest:

Kathleen Miller
City Clerk

United City of Yorkville

By:

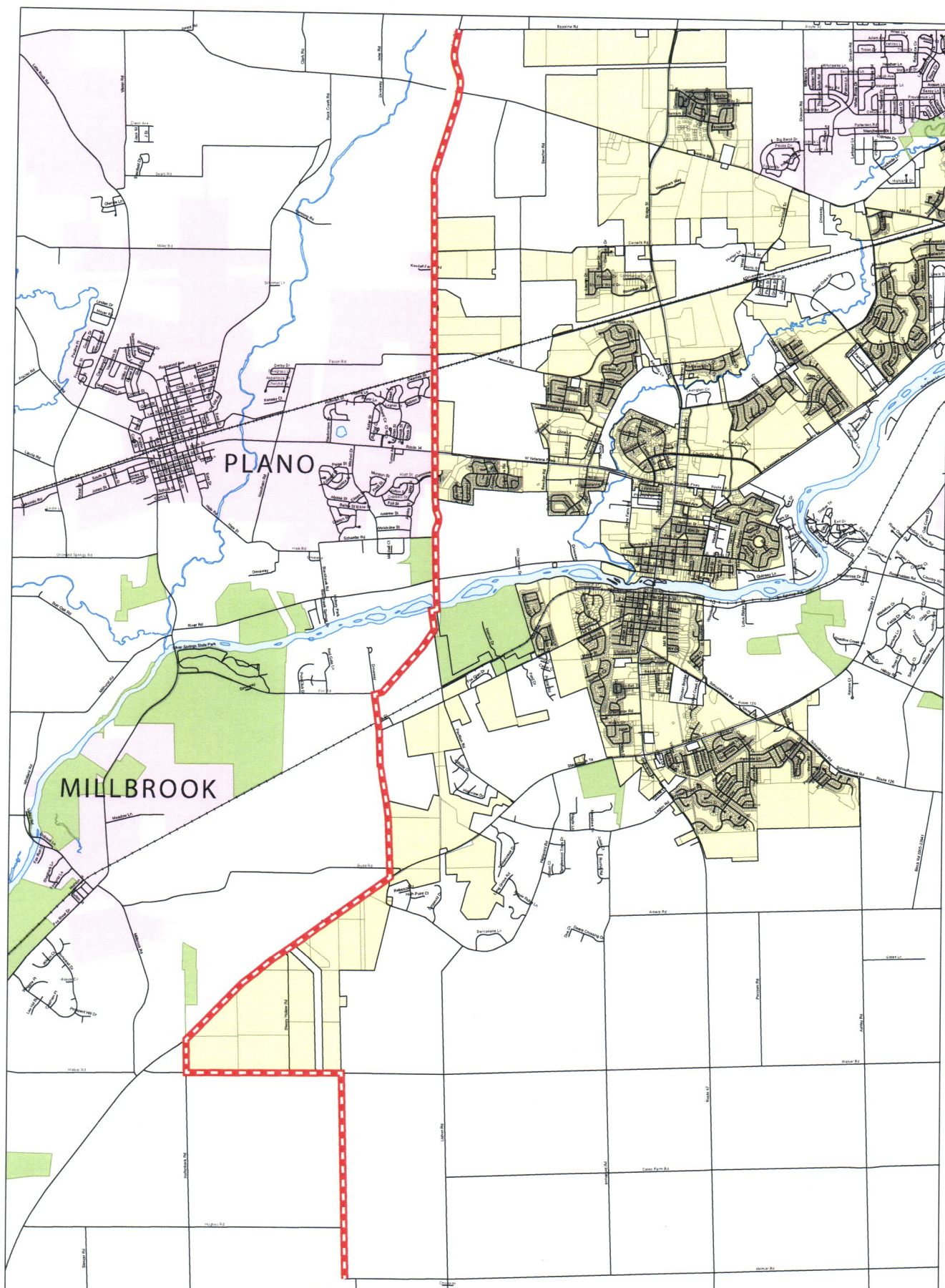
J. A. A.
Mayor

Attest:

Lisa Pickering
City Clerk

Exhibit A

Boundary Line Map



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

ADDRESS: 800 Game Farm Road, Yorkville Illinois

DATE: November 19, 2019

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

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

Exhibit B

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF BASELINE ROAD AND ASHE ROAD IN BRISTOL TOWNSHIP; THENCE SOUTHERLY ALONG THE CENTER LINE OF ASHE ROAD TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF ELDAMAIN ROAD TO THE CENTER LINE OF RIVER ROAD; THENCE CONTINUING SOUTH ALONG THE CENTER LINE OF ELDAMAIN ROAD RIGHT OF WAY TO THE SOUTH BANK OF THE FOX RIVER; THENCE WESTERLY ALONG THE SOUTH BANK OF THE FOX RIVER TO THE NORTHWEST CORNER OF A TRACT OF LAND WITH A P.I.N. OF 01-36-400-011; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID TRACT OF LAND TO THE SOUTHERLY MOST POINT OF SAID TRACT OF LAND; THENCE SOUTHWESTERLY TO THE NORTHERLY MOST CORNER OF A TRACT OF LAND CONVEYED TO THE COUNTY OF KENDALL BY DOCUMENT 201500004183; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE SAID TRACT OF LAND CONVEYED TO THE COUNTY OF KENDALL TO THE CENTER LINE OF FOX ROAD EXTENDED NORTH; THENCE SOUTH ALONG SAID CENTER LINE EXTEND AND SAID CENTERLINE TO THE CENTER LINE OF HIGHPOINT ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF HIGHPOINT ROAD TO THE CENTER LINE OF ROUTE 71; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF ROUTE 71 TO THE CENTER LINE OF HOLLENBACK ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF HOLLENBACK ROAD TO THE CENTER LINE OF WALKER ROAD; THENCE EASTERLY ALONG THE CENTER LINE OF WALKER ROAD TO THE CENTER LINE OF WEST HELMAR ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF WEST HELMAR ROAD TO THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 36 NORTH , RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN.



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

APPLICATION FOR ANNEXATION

DATE: 1/31/2024	PZC NUMBER:	DEVELOPMENT NAME: Green Door Nexus North	
PETITIONER INFORMATION			
NAME: Matt Gilbert		COMPANY: Green Door Capital	
MAILING ADDRESS: 837 W Junior Ter			
CITY, STATE, ZIP: Chicago, IL 60613		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 312-622-8300	
EMAIL: matt@greendoorcapital.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: Hagemann Family Trust			
IS THE PROPERTY OCCUPIED OR VACANT: Vacant with seasonal farming			
IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY:			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: Patricia Fleck and Larry Hagemann			
PROPERTY STREET ADDRESS: 1414 Eldamain Road, Plano, IL 60545			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Approximately 138.441 acres of farmland lying East of Eldamain Road and north of Corneils road in Yorkville, IL			
CURRENT ZONING CLASSIFICATION: Unincorporated Bristol Township			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: Unincorporated Bristol Township			
EAST: Unincorporated Bristol Township			
SOUTH: M-2			
WEST: Unincorporated Bristol Township			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
02-07-100-011	02-07-100-002	02-07-100-005	



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APPLICATION FOR ANNEXATION

PLEASE DESCRIBE IN DETAIL ANY ADDITIONAL REQUESTS TO BE MADE UPON ANNEXATION APPROVAL.

ATTORNEY INFORMATION

NAME: Kevin Kearney COMPANY: Pedersen Houpt
MAILING ADDRESS: 161 N Clark St, Ste. 2700
CITY, STATE, ZIP: Chicago, IL 60601 TELEPHONE: 312-261-2291
EMAIL: kkearney@pedersenhaupt.com FAX:

ENGINEER INFORMATION

NAME: TBD COMPANY:
MAILING ADDRESS:
CITY, STATE, ZIP: TELEPHONE:
EMAIL: FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Bearnard Bauer COMPANY: HR Green
MAILING ADDRESS: 2363 Sequoia Dr, Ste. 101
CITY, STATE, ZIP: Aurora, IL 60560 TELEPHONE: 630-708-5033
EMAIL: bbauer@hrgreen.com FAX:

ATTACHMENTS

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

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

Petitioner must provide a written petition signed by a majority of the owners of record of land in the territory and also by a majority of the electors, if any, residing in the territory. Attach as a separate petition titled as "Exhibit C".



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
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APPLICATION FOR ANNEXATION

AGREEMENT

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

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

DocuSigned by:

Matthew Gilbert

E3771CAA44E3444...

2/8/2024

PETITIONER SIGNATURE

DATE

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

Patricia Fleck

2/6/2024

OWNER SIGNATURE

DATE

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

2/6/24

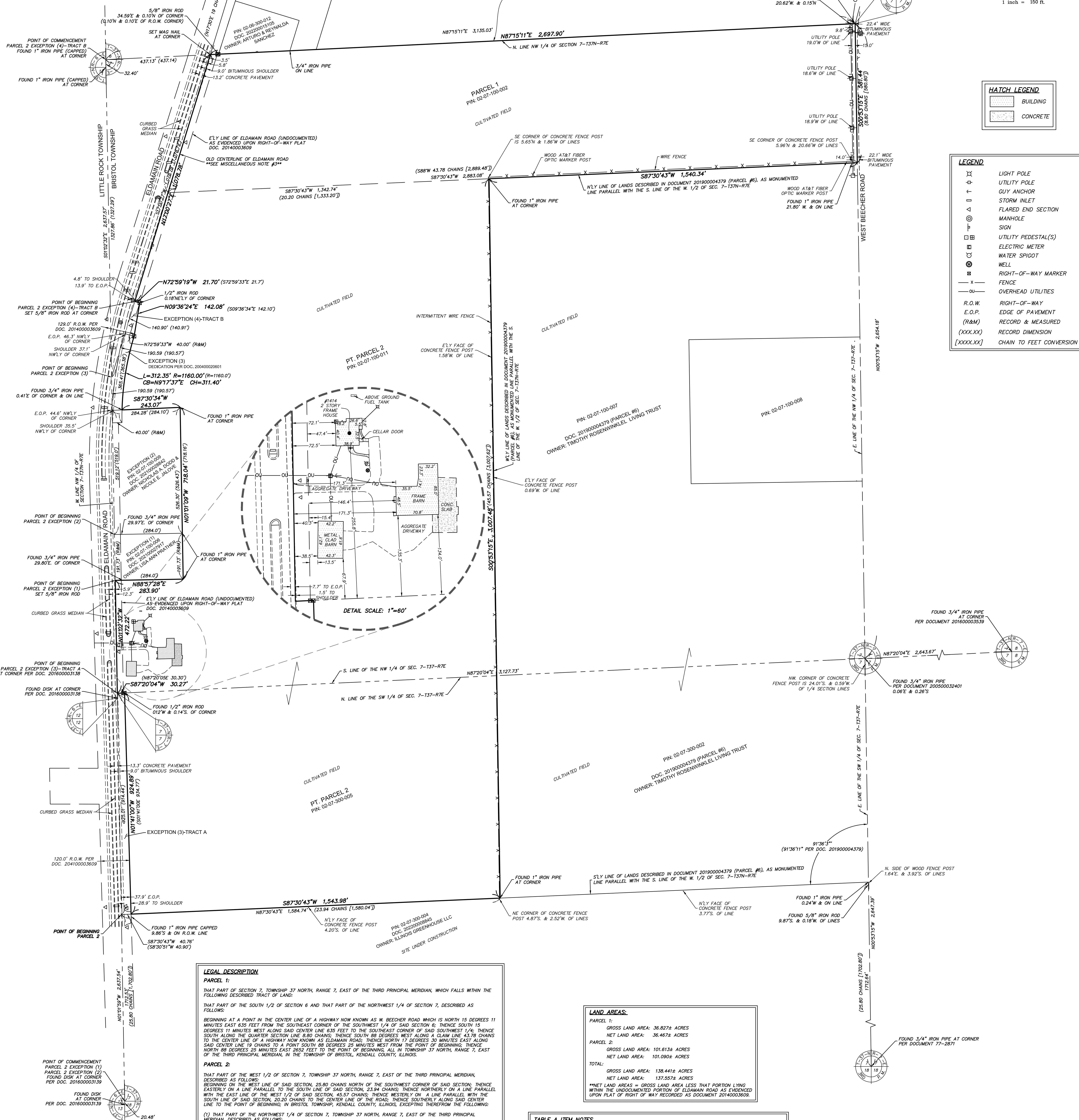
OFFICIAL SEAL
David C. Di Iorio
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires January 11, 2025



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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:																		
<p>PETITIONER DEPOSIT ACCOUNT FUND:</p> <p>It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.</p>																				
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY																				
NAME: Matt Gilbert		COMPANY: Green Door Capital																		
MAILING ADDRESS: 837 W Junior Ter																				
CITY, STATE, ZIP: Chicago, IL 60613		TELEPHONE: 312-622-8300																		
EMAIL: matt@greendoorcapital.com		FAX:																		
<p>FINANCIALLY RESPONSIBLE PARTY:</p> <p>I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.</p>																				
<p>Matt Gilbert</p> <hr/> <p>PRINT NAME</p>		<p>Manager</p> <hr/> <p>TITLE</p>																		
<p><i>DocuSigned by:</i></p> <p><i>Matthew Gilbert</i></p> <hr/> <p>SIGNATURE* E3771CAA44E3444...</p>		<p>2/8/2024</p> <hr/> <p>DATE</p>																		
<p><i>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</i></p>																				
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>ENGINEERING DEPOSITS:</p> <table style="width: 100%; border: none;"> <tr> <td>Up to one (1) acre</td> <td style="text-align: right;">\$5,000</td> </tr> <tr> <td>Over one (1) acre, but less than ten (10) acres</td> <td style="text-align: right;">\$10,000</td> </tr> <tr> <td>Over ten (10) acres, but less than forty (40) acres</td> <td style="text-align: right;">\$15,000</td> </tr> <tr> <td>Over forty (40) acres, but less than one hundred (100)</td> <td style="text-align: right;">\$20,000</td> </tr> <tr> <td>In excess of one hundred (100.00) acres</td> <td style="text-align: right;">\$25,000</td> </tr> </table> </td> <td style="width: 50%; vertical-align: top;"> <p>LEGAL DEPOSITS:</p> <table style="width: 100%; border: none;"> <tr> <td>Less than two (2) acres</td> <td style="text-align: right;">\$1,000</td> </tr> <tr> <td>Over two (2) acres, but less than ten (10) acres</td> <td style="text-align: right;">\$2,500</td> </tr> <tr> <td>Over ten (10) acres</td> <td style="text-align: right;">\$5,000</td> </tr> </table> </td> </tr> </table>			<p>ENGINEERING DEPOSITS:</p> <table style="width: 100%; border: none;"> <tr> <td>Up to one (1) acre</td> <td style="text-align: right;">\$5,000</td> </tr> <tr> <td>Over one (1) acre, but less than ten (10) acres</td> <td style="text-align: right;">\$10,000</td> </tr> <tr> <td>Over ten (10) acres, but less than forty (40) acres</td> <td style="text-align: right;">\$15,000</td> </tr> <tr> <td>Over forty (40) acres, but less than one hundred (100)</td> <td style="text-align: right;">\$20,000</td> </tr> <tr> <td>In excess of one hundred (100.00) acres</td> <td style="text-align: right;">\$25,000</td> </tr> </table>	Up to one (1) acre	\$5,000	Over one (1) acre, but less than ten (10) acres	\$10,000	Over ten (10) acres, but less than forty (40) acres	\$15,000	Over forty (40) acres, but less than one hundred (100)	\$20,000	In excess of one hundred (100.00) acres	\$25,000	<p>LEGAL DEPOSITS:</p> <table style="width: 100%; border: none;"> <tr> <td>Less than two (2) acres</td> <td style="text-align: right;">\$1,000</td> </tr> <tr> <td>Over two (2) acres, but less than ten (10) acres</td> <td style="text-align: right;">\$2,500</td> </tr> <tr> <td>Over ten (10) acres</td> <td style="text-align: right;">\$5,000</td> </tr> </table>	Less than two (2) acres	\$1,000	Over two (2) acres, but less than ten (10) acres	\$2,500	Over ten (10) acres	\$5,000
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Over ten (10) acres	\$5,000																			



MISCELLANEOUS NOTES

1. THE SURVEYED LANDS ARE THE LANDS DESCRIBED IN QUIT-CLAIM DEED, RECORDED JULY 10, 2013 AS 201300014326, NAMING PATRICIA K. FLECK, TRUSTEE OF THE HAGEMANN FAMILY TRUST, DATED APRIL 9, 2013 AS THE GRANTEE.

2. PERMANENT IDENTIFICATION NUMBERS (P.I.N.s) OF SURVEYED LANDS:
PARCEL 1: 02-07-100-000-00
PARCEL 2: 02-07-000-005-00 02-07-100-001-00

3. "OLD" CENTERLINE OF ELDAMUND ROAD SHOWN HEREON AS EVIDENCED UPON RIGHT-OF-WAY PLAT RECORDED 03/18/2014 AS DOCUMENT 20140003609

4. UTILITIES SHOWN HEREON ARE BASED ON OBSERVED VISIBLE ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES, WHICH THE SURVEYOR IS UNAWARE OF MAY BE PRESENT.

NOTE: Only those Subdividing Line Restrictions or Easements shown on a Recorded Subdividing Plat shown hereon unless the description ordered to be surveyed contains a reference to the description of the required building lines or easements.

- * Basis of bearings for this survey is S 89° EAST ZONE (NAD83-2011)
- * No distance should be assumed by scaling.
- * No underground improvements have been located unless shown and noted.
- * No representation as to ownership, use, or possession should be hereon implied.
- * This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
- * Field work for this survey was completed on 10/28/22
- * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed on:

GREEN DOOR CAPITAL INVESTMENTS, INC.

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

11/4/2022 5:39:54 PM
\\2022\2022300\Survey\dwg\2202300_A\TA.dwg

[illegible]

LAND AREAS:

PARCEL 1:

GROSS LAND AREA: 36.8274 ACRES

NET LAND AREA: 36.4672 ACRES

PARCEL 2:

GROSS LAND AREA: 101.6133 ACRES

NET LAND AREA: 101.0902 ACRES

TOTAL:

GROSS LAND AREA: 138.4413 ACRES

NET LAND AREA: 137.5572 ACRES

***NET LAND AREAS = GROSS LAND AREA LESS THAT PORTION LYING WITHIN THE UNDOCUMENTED PORTION OF ELDAMAIN ROAD AS EVIDENCED UPON PLAT OF RIGHT OF WAY RECORDED AS DOCUMENT 20140003669.

TABLE 4. ITEM NOTES	
ITEMS REFERRED TO HEREON PER TABLE 4 - OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS FOR 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ASLS LAND TITLE SURVEYS.	
ITEM 1:	MONUMENTS SHOWN HEREON.
ITEM 2:	ADJACENT CORNER EASEMENT LOTS 1414 ELLAMMAN ROAD, PLANO, IL. PER KENDALL COUNTY RECORDS AND AS NOTED AT THE FARMSTEAD BUILDING UPON THE SURVEYED LAND.
ITEM 3:	FLOOD ZONE DESIGNATION NOTED HEREON.
ITEM 4:	AREAS NOT SHOWN HEREON.
ITEM 5:	EXTERIOR DIMENSIONS OF BUILDINGS AT GROUND LEVEL SHOWN HEREON.
ITEM 6:	SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK ARE SHOWN HEREON.
ITEM 13:	NAMES OF ADJACENT OWNERS SHOWN HEREON, AS APPEARING IN KENDALL COUNTY TAX RECORDS.
ITEM 17:	THE SURVEYOR IS NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES, OR OF ANY ROAD OR RAILROAD RIGHT-OF-WAY LINES. THE SURVEYED LANDS HAD BEEN PREVIOUSLY REPAVED.
ITEM 18:	SURVEYOR WAS NOT PROVIDED WITH, NOR AWARE OF ANY OFFSITE ADJACENT EASEMENTS.

TITLE COMMITMENT NOTES

1. THIS SURVEY IS BASED IN PART ON ALTA COMMITMENT FOR TITLE INSURANCE, BY CHICAGO TITLE INSURANCE COMPANY, C02H0183040, BEARING A COMMITMENT DATE OF NOVEMBER 2, 2021.

NOTES CORRESPONDING TO SURVEY DELIB. SCHEDULE R, PART II: EXCEPTIONS

ITEM 26 (B) **EXEMPTION IN FAVOR OF AT&T, AND ITS/HER RESPECTIVE SUCCESSORS AND ASSIGNS, TO SPECIFIC PORTIONS OF THE SURVEYED LANDS, TOGETHER WITH THE RIGHT OF ACCESS TO SERVING THE EASEMENT AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO EASED EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 88-6402.**

* EASEMENT IS A MODIFICATION OF THE EASEMENT REFERENCES IN ITEM 26 BELOW. ABOVE DESCRIBED EASEMENT DOES NOT CONTAIN A PLATTABLE DESCRIPTION.

ITEM 26 (C) **EXEMPTION IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY, AND ITS/HER RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT, INCLUDING BUT NOT LIMITED TO, TELEPHONE AND TELEGRAPH EQUIPMENT, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 88-6402.**

* EASEMENT IS A MODIFICATION OF THE EASEMENT REFERENCES IN ITEM 26 ABOVE. ABOVE DESCRIBED EASEMENT DOES NOT CONTAIN A PLATTABLE DESCRIPTION.

* EASEMENT IS A MODIFICATION OF THE EASEMENT REFERENCES IN ITEM 26 ABOVE. ABOVE DESCRIBED EASEMENT DOES NOT CONTAIN A PLATTABLE DESCRIPTION. LOT RPT MARKERS MADE ORIGINALLY ALONG THE SOUTHERLY LINE OF PARCELS 1, 2 OF THE SURVEYED LANDS ARE SHOWN AND NOTED HEREON.

ITEM 27 (F) **REGULATING NO. 03-09, DATED JUNE 30, 2001, AS DOCUMENT NO. 200300010189, 200300010187, AND 200300010186, ALL OF WHICH ARE RECORDED/FILED AS PARTS OF THE RECORDING THE FUTURE CONSTRUCTION OF AN EXTENSION OF ELDAMMAN ROAD ACROSS THE LANDS IN KENDALL COUNTY.**

* SURVEYED LANDS ARE INCLUDED IN THE LANDS LISTED WITH SAID DOCUMENT, SAID DOCUMENT DOES NOT CONTAIN A PLATTABLE DESCRIPTION.

ITEM 28 (G) **RIGHT OF WAY PLAT FOR KENDALL COUNTY HIGHWAY DEPARTMENT ELDAMMAN ROAD RECORDED MAR 18, 2014 AS DOCUMENT NO. 201400030693.**

* RIGHT-OF-WAY DEPICTED UPON PLAT IS SHOWN AND NOTED HEREON.

SURVYOR'S CERTIFICATE

TO:

- * HERS AT LAW AND LEGATEES OF CLAYTON J. HAGEMANN, DECEASED
- * GREEN HILL CAPITAL INVESTMENTS
- * (LENDER)

TO: GEORGIA TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THE MAP, PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2022 MINIMUM STANDARD STATE REQUIREMENTS FOR SURVEYS AND LAND TITLE SURVEYS, CONTINENTALLY ESTABLISHED AND ADOPTED BY ALA. AND HRS. AND AMENDED ITEMS 1, 2, 3, 4, 7(A), 8, 13, 17 & 18 OF THAT ACT, THEREOF. THE FIELD WORK WAS COMPLETED ON 10/28/2022.

DATED: _____

FOR REVIEW

BERNARD J BAUER, P.L.S.
ILLINOIS PROFESSIONAL SURVEYOR #3799
EMAIL: bbaue@trpenn.com
LICENSE EXPIRES: 11/30/2024

Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville, IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville, IL 60560

Certificate of Publication:

Order Number: 7624151
Purchase Order:

State of Illinois - Kane

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

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 4/26/2024, and the last publication of the notice was made in the newspaper dated and published on 4/26/2024.

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

PUBLICATION DATES: **Apr 26, 2024.**

The Beacon-News

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

27th Day of April, 2024, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE UNITED CITY OF YORKVILLE CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT Green Door Capital, petitioner/contract purchaser, and Hagemann Family Trust, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property is generally located immediately east of Eldamain, north of Cornells Road, and west of West Beecher Road. A total of three (3) parcels, consisting of approximately 138.441 acres, are proposed to be annexed pursuant to the annexation agreement. The land is currently undeveloped and used for seasonal farming. The purpose of this annexation is to allow for future industrial development on the property within City limits pursuant to the terms of that annexation agreement.

The legal description of the property is as follows:

PARCEL 1:
THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 6 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER LINE OF A HIGHWAY NOW KNOWN AS W. BEECHER ROAD WHICH IS NORTH 15 DEGREES 11 MINUTES EAST 635 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 15 DEGREES 11 MINUTES WEST ALONG SAID CENTER LINE 635 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE QUARTER SECTION LINE 8.80 CHAINS; THENCE SOUTH 88 DEGREES WEST ALONG A CLAIM LINE 43.78 CHAINS TO THE CENTER LINE OF A HIGHWAY NOW KNOWN AS ELDAMAIN ROAD; THENCE NORTH 17 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 19 CHAINS TO A POINT SOUTH 88 DEGREES 25 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES EAST 2652 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING ON THE WEST LINE OF SAID SECTION, 25.80 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, 23.94 CHAINS; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION, 45.57 CHAINS; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20.20 CHAINS TO THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING:

(1) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3,110.0 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 191.73 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 284.0 FEET TO THE SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 191.73 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(2) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3301.73 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 526.43 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 30 MINUTES, 00 SECONDS WITH THE LAST DESCRIBED COURSE MEASURED COUNTER-CLOCKWISE THEREFROM, 284.10 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 519.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(3) THAT PART DEDICATED FOR PUBLIC ROAD BY PLAT OF DEDICATION RECORDED JULY 27, 2004 AS DOCUMENT NO. 200400020601,

DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE CENTER LINE OF ELDAMAIN ROAD EXTENDED FROM THE NORTHEAST, WHICH POINT IS DESCRIBED AS BEING 1327.29 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 190.57 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 40.0 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1160.0 FEET WITH IS RADIAL TO THE LAST DESCRIBED COURSE, 365.38 FEET TO A POINT 40.0 FEET EASTERLY OF SAID WEST LINE; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE 40.0 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 190.57 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

4) THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS BY WARRANTY DEED RECORDED APRIL 23, 2012 AS DOCUMENT NO. 201200007234, DESCRIBED AS FOLLOWS:

TRACT A

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 ADJ): BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 20 MINUTES 05 SECONDS EAST 30.30 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 01 DEGREES 41 MINUTES 00 SECONDS EAST 934.77 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 51 SECONDS WEST 40.90 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS WEST 914.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6, EAST OF SAID THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01 DEGREES 02 MINUTES 30 SECONDS WEST 20.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 0.764 ACRES, MORE OR LESS, OF WHICH 0.537 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

TRACT B

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 ADJ): COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION ; THENCE NORTH 87 DEGREES 15 MINUTES 05 SECONDS EAST 437.14 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 17 DEGREES 00 MINUTES 27 SECONDS WEST 1078.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 59 MINUTES 33 SECONDS EAST 21.70 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE SOUTH 09 DEGREES 36 MINUTES 34 SECONDS WEST 142.10 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE NORTH 72 DEGREES 59 MINUTES 33 SECONDS WEST 40.00 FEET ALONG THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7 AND THE EXTENSION THEREOF; THENCE NORTH 17 DEGREES 00 MINUTES 27 SECONDS EAST 140.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.100 ACRES, MORE OR LESS, OF WHICH 0.069 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

PINS: 02-07-100-011, 02-07-100-002, and 02-07-300-005

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above described tract of property on **Tuesday, May 14, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois 60560.

Chicago Tribune - chicagotribune.com

160 N Stetson Avenue, Chicago, IL 60601

(312) 222-2222 - Fax: (312) 222-4014

CHICAGO TRIBUNE

media group

Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

JORI BEHLAND

City Clerk

4/26/24 7624151 HSPAXLP



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 – July 23, 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:

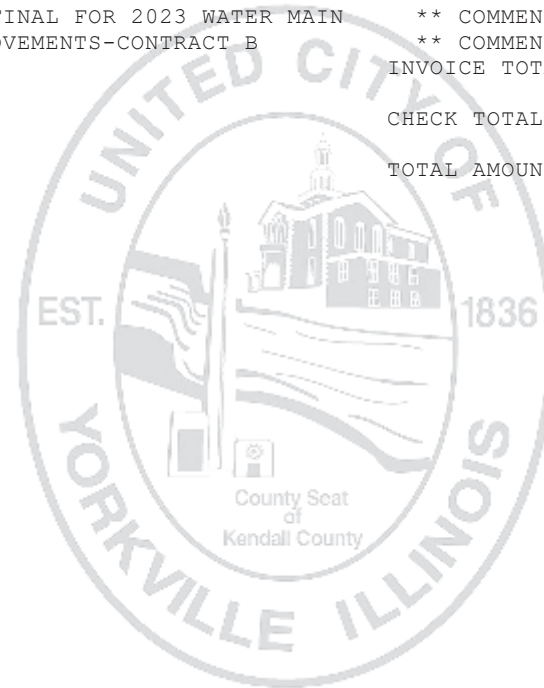
CHECK DATE: 07/23/24

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	19071		03/28/24	01	FEB 2024 INSPECTIONS	01-220-54-00-5459	5,360.00
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541044	HARTROB	ROBBIE HART					
	SPRING 2024		05/31/24	01	SPRING SEMESTER TUITION	01-210-54-00-5410	1,206.00
				02	REIMBURSEMENT	** COMMENT **	
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541045	MENINC	MENARDS INC					
	043024-STREBATE		07/01/24	01	FEB-APR 2024 SALES TAX REBATE	01-640-54-00-5492	95,461.06
					INVOICE TOTAL:		95,461.06 *
					CHECK TOTAL:		95,461.06
541046	NUTOYS	NUTOYS LEISURE PRODUCTS					
	55517		04/10/24	01	CAST BENCH WITH PLAQUE	79-790-56-00-5640	3,992.00
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541047	R0002208	HARI DEVELOPMENT YORKVILLE LLC					
	043024-STREBATE		07/01/24	01	FEB-APR 2024 SALES TAX REBATE	01-640-54-00-5492	886.84
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541048	UMBBANK	UMB BANK					

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: 07/23/24

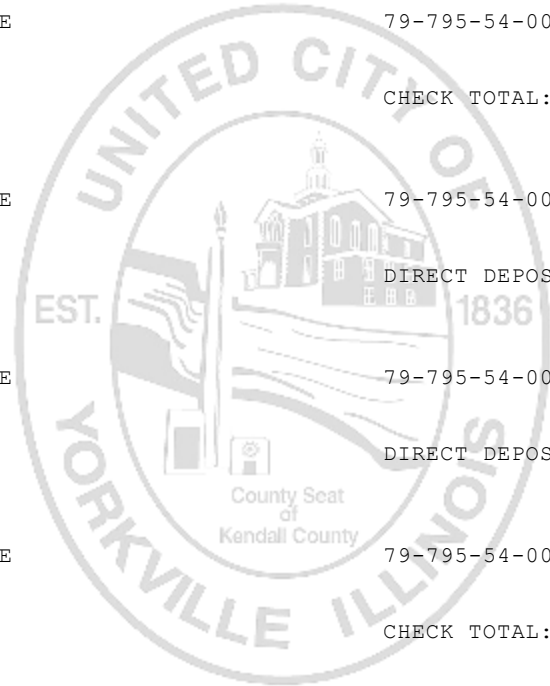
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541049	WINNINGE	WINNINGER EXCAVATING INC.					
		PAY ESTIMATE 4	07/09/24	01	ENGINEERS PAYMENT ESTIMATE 4	51-510-60-00-6025	169,113.04
				02	AND FINAL FOR 2023 WATER MAIN	** COMMENT **	
				03	IMPROVEMENTS-CONTRACT B	** COMMENT **	
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01-110	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 07/05/2024

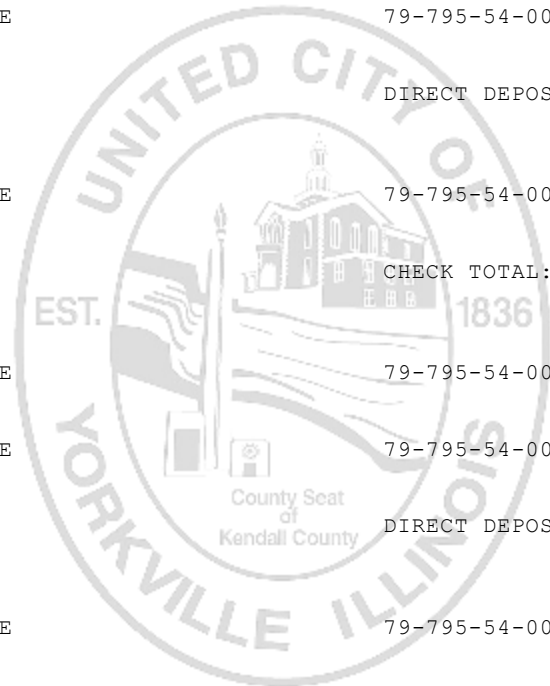
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540955	BARTLETT	BARTLETT TREE EXPERTS					
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D003592	BEEBEK	KATE BEEBE					
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				DIRECT DEPOSIT TOTAL:			75.00
D003593	BOOKERT	THOMAS BOOKER					
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					INVOICE TOTAL:		110.00 *
				DIRECT DEPOSIT TOTAL:			110.00
540956	BUDDA	ARLO BUDD					
	06/24-06/30	07/02/24	01	UMPIRE	79-795-54-00-5462		155.00
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D003594	CULLENT	TREVOR CULLEN					



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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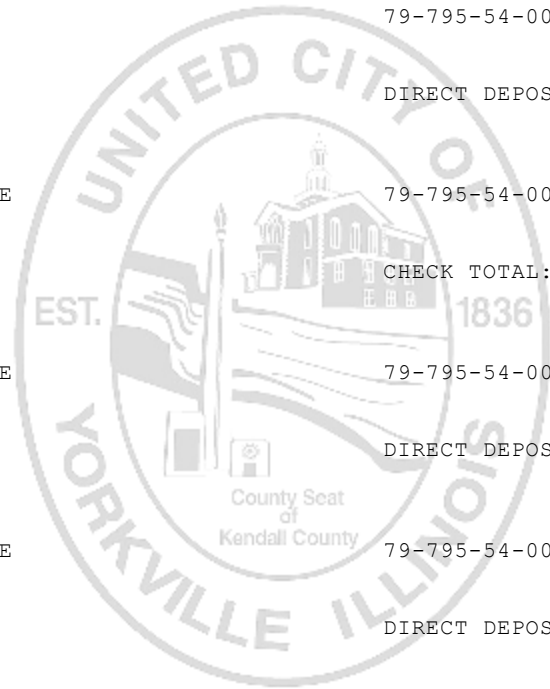
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D003594	CULLENT	TREVOR CULLEN					
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D003595	DIETERG	GARY M. DIETER					
	06/24-06/30	07/02/24	01	UMPIRE	79-795-54-00-5462		100.00
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					DIRECT DEPOSIT TOTAL:		100.00
540957	GAMBROA	ABIGAIL GAMBRO					
	06/24-06/30	07/02/24	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
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D003596	HELMICKD	DAVID J HELMICK					
	06/24-06/30	07/02/24	01	UMPIRE	79-795-54-00-5462		100.00
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	062424	07/02/24	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					DIRECT DEPOSIT TOTAL:		180.00
D003597	MATSONA	AIDAN MATSON					
	06/24-06/30	07/02/24	01	UMPIRE	79-795-54-00-5462		125.00
					INVOICE TOTAL:		125.00 *
					DIRECT DEPOSIT TOTAL:		125.00



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 07/05/2024

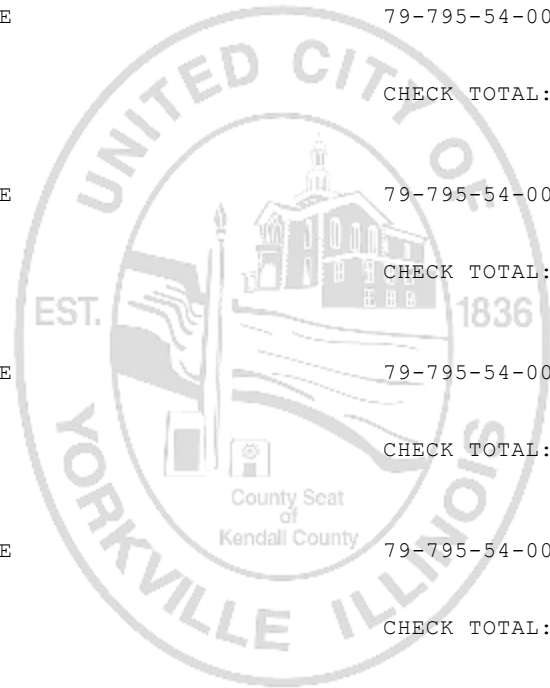
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540958	MATSONT	THOMAS MATSON					
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					CHECK TOTAL:		45.00
D003598	OLEARYM	MARTIN J. O'LEARY					
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					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
540959	PAETZOLS	SAM PAETZOLD					
	06/24-06/30	07/02/24	01	UMPIRE	79-795-54-00-5462		70.00
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D003599	PATTONS	SHANE PATTON					
	06/24-06/30	07/02/24	01	UMPIRE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					DIRECT DEPOSIT TOTAL:		110.00
D003600	RIEHIEMG	GRANT RIEHLE-MOELLER					
	06/24-06/30	07/02/24	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
D003601	SANDOVAA	ANTONIO SANDOVAL					



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 07/05/2024

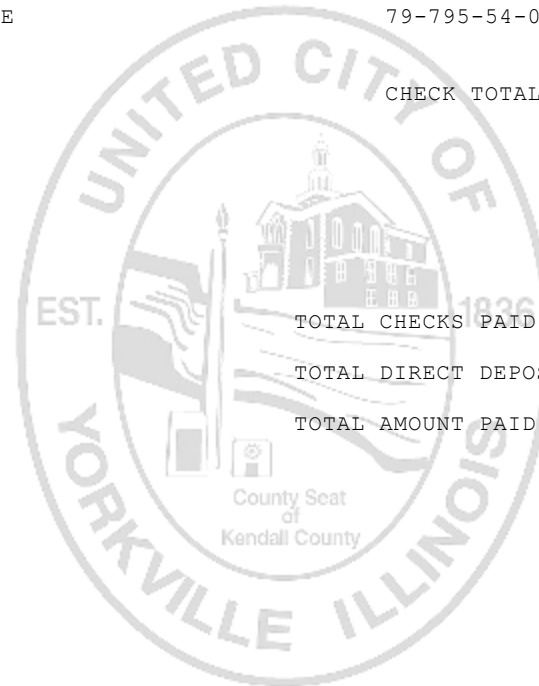
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D003601	SANDOVAA	ANTONIO SANDOVAL					
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540960	STONED	DANIEL ROBERT STONE					
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540961	STONEDJR	DANIEL MICHAEL STONE					
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540962	TATET	TOM TATE					
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540963	VOITIKM	MICHAEL VOITIK					
	062724	06/27/24	01	UMPIRE	79-795-54-00-5462		168.00
					INVOICE TOTAL:		168.00 *
					CHECK TOTAL:		168.00
D003602	WALTJOSH	JOSH WALTERS					



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 07/05/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003602	WALTJOSH	JOSH WALTERS					
	06/24-06/30	07/02/24	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					DIRECT DEPOSIT TOTAL:		75.00
540964	WASONG	GERALD WASON					
	062724	06/27/24	01	UMPIRE	79-795-54-00-5462		126.00
					INVOICE TOTAL:		126.00 *
					CHECK TOTAL:		126.00
					TOTAL CHECKS PAID:		859.00
					TOTAL DIRECT DEPOSITS PAID:		1,160.00
					TOTAL AMOUNT PAID:		2,019.00



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				

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 25

CHECK DATE: 07/10/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
540968	SECSTATE	SECRETARY OF STATE					
	240710-PW1		07/10/24	01	NEW TRUCK LICENSE PLATE	25-215-60-00-6070	173.00
					INVOICE TOTAL:		173.00 *
					CHECK TOTAL:		173.00
540969	SECSTATE	SECRETARY OF STATE					
	240710-PW2		07/10/24	01	NEW TRUCK LICENSE PLATE	25-215-60-00-6070	173.00
					INVOICE TOTAL:		173.00 *
					CHECK TOTAL:		173.00
540970	SECSTATE	SECRETARY OF STATE					
	240710-PW3		07/10/24	01	NEW TRUCK LICENSE PLATE	25-215-60-00-6070	173.00
					INVOICE TOTAL:		173.00 *
					CHECK TOTAL:		173.00
540971	SECSTATE	SECRETARY OF STATE					
	240710-PW4		07/10/24	01	NEW TRUCK LICENSE PLATE	25-215-60-00-6070	173.00
					INVOICE TOTAL:		173.00 *
					CHECK TOTAL:		173.00
540972	SECSTATE	SECRETARY OF STATE					
	240710-PW5		07/10/24	01	NEW TRUCK LICENSE PLATE	25-215-60-00-6070	173.00
					INVOICE TOTAL:		173.00 *
					CHECK TOTAL:		173.00
					TOTAL AMOUNT PAID:		865.00

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 07/12/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003603	SANDOVAA	ANTONIO SANDOVAL					
	07/01-07/07	07/08/24	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					DIRECT DEPOSIT TOTAL:		80.00

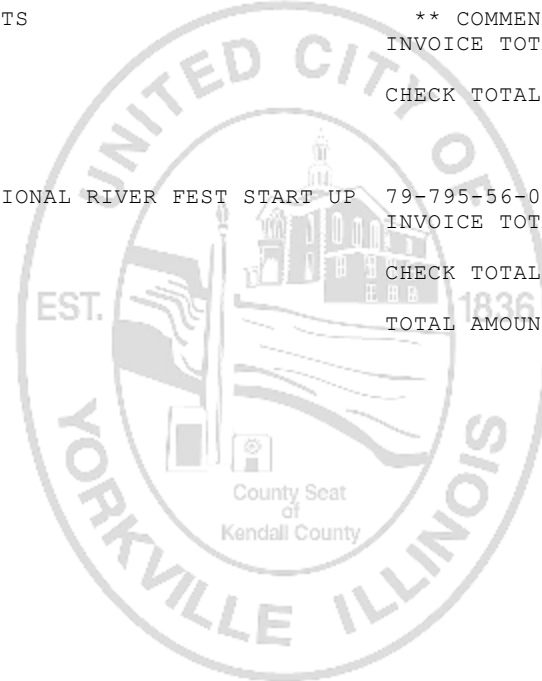
TOTAL CHECKS PAID:	0.00
TOTAL DIRECT DEPOSITS PAID:	80.00
TOTAL AMOUNT PAID:	80.00

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 25

CHECK DATE: 07/15/24

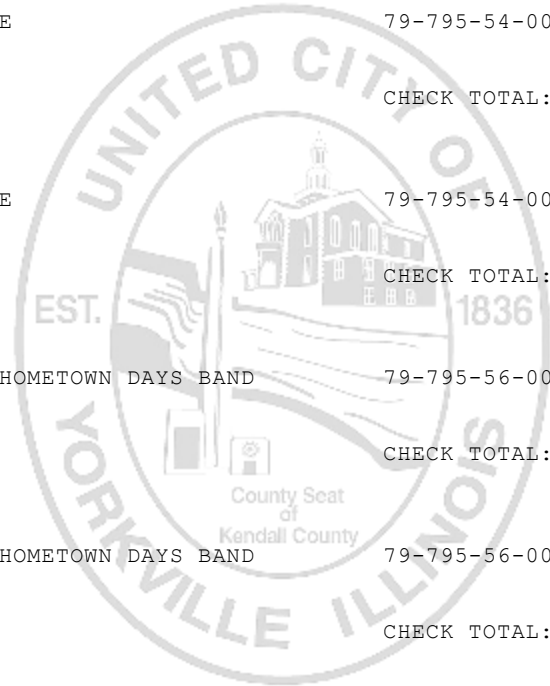
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540973	EUCLIDBE	EUCLID BEVERAGE					
	W-3997308		07/15/24	01	RIVER FEST ALCOHOL ORDER	79-795-56-00-5606	10,670.40
					INVOICE TOTAL:		10,670.40 *
					CHECK TOTAL:		10,670.40
540974	FUNONE	THE FUN ONES					
	85946-BALANCE		06/12/24	01	RIVER FEST ACTIVITY ADDITIONAL	79-795-56-00-5606	249.60
				02	WEIGHTS	** COMMENT **	
					INVOICE TOTAL:		249.60 *
					CHECK TOTAL:		249.60
540975	YORKPRPC	YORKVILLE PARK & REC					
	2024 RVER FST-ADD		07/09/24	01	ADDITIONAL RIVER FEST START UP	79-795-56-00-5606	5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
					TOTAL AMOUNT PAID:		15,920.00



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 07/19/2024

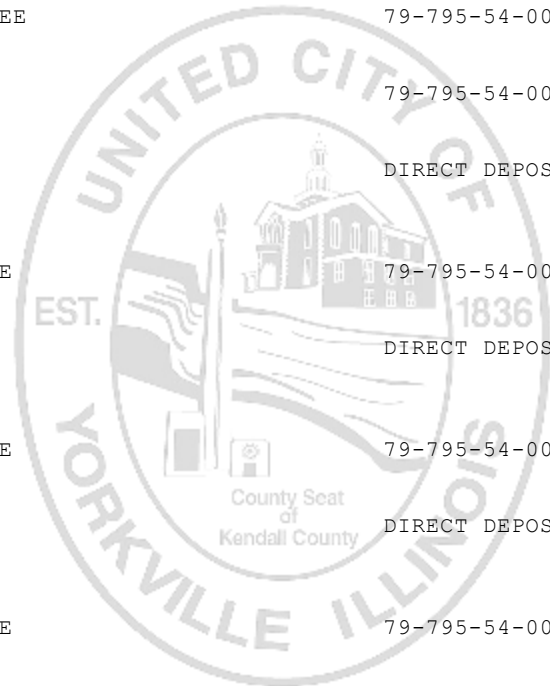
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540979	AMENGLLI	ERIC SUSZYNSKI					
	2024 HTD	07/12/24	01	2024 HOMETOWN DAYS BAND	79-795-56-00-5602		2,375.00
					INVOICE TOTAL:		2,375.00 *
					CHECK TOTAL:		2,375.00
540980	CURLC	CHRISTOPHER CURL					
	07/08-07/14	07/15/24	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
540981	FENILIJ	JOSHUA FENILI					
	071124	07/11/24	01	UMPIRE	79-795-54-00-5462		168.00
					INVOICE TOTAL:		168.00 *
					CHECK TOTAL:		168.00
540982	FLETCHER	FLETCHER ROCKWELL PRODUCTIONS					
	2024 HTD	07/12/24	01	2024 HOMETOWN DAYS BAND	79-795-56-00-5602		2,550.00
					INVOICE TOTAL:		2,550.00 *
					CHECK TOTAL:		2,550.00
540983	IPOP	I POP BAND PARTNERSHIP					
	2024 HTD	07/12/24	01	2024 HOMETOWN DAYS BAND	79-795-56-00-5602		1,500.00
					INVOICE TOTAL:		1,500.00 *
					CHECK TOTAL:		1,500.00
540984	MEADOWSK	KEVIN A. MEADOWS					



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 07/19/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540984	MEADOWSK KEVIN A. MEADOWS						
	07/08-07/14	07/15/24	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
D003604	OLEARYM MARTIN J. O'LEARY						
	07/08-07/14	07/15/24	01	REFEREE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
	07/08-07/14-U	07/15/24	01	UMPRE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
					DIRECT DEPOSIT TOTAL:		250.00
D003605	PATTONS SHANE PATTON						
	07/08-07/14	07/15/24	01	UMPIRE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					DIRECT DEPOSIT TOTAL:		110.00
D003606	RIEHIEMG GRANT RIEHLE-MOELLER						
	07/08-07/14	07/15/24	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
D003607	SANDOVAA ANTONIO SANDOVAL						
	07/08-07/14	07/15/24	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00



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 07/19/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540985	UAPEVENT	UAP EVENT SERVICES					
	2024 HTD	07/12/24	01	2024 HOMETOWN DAYS BAND	79-795-56-00-5602		7,500.00
					INVOICE TOTAL:		7,500.00 *
					CHECK TOTAL:		7,500.00
540986	VOITIKM	MICHAEL VOITIK					
	071124	07/11/24	01	UMPIRE	79-795-54-00-5462		126.00
					INVOICE TOTAL:		126.00 *
					CHECK TOTAL:		126.00
540987	WASONG	GERALD WASON					
	071124	07/11/24	01	UMPIRE	79-795-54-00-5462		168.00
					INVOICE TOTAL:		168.00 *
					CHECK TOTAL:		168.00
540988	WILCOXM	CATHERINE B. WILCOX					
	2024 HTD	07/12/24	01	ULTIMATE AIR DOGS ATTRACTION	79-795-56-00-5602		3,000.00
					INVOICE TOTAL:		3,000.00 *
					CHECK TOTAL:		3,000.00
540989	YORKBIGB	YORKVILLE BIG BAND					
	2024 HTD	07/12/24	01	2024 HOMETOWN DAYS PERFORMANCE	79-795-56-00-5602		1,200.00
					INVOICE TOTAL:		1,200.00 *
					CHECK TOTAL:		1,200.00
					TOTAL CHECKS PAID:		18,767.00
					TOTAL DEPOSITS PAID:		560.00
					TOTAL AMOUNT PAID:		19,327.00

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				

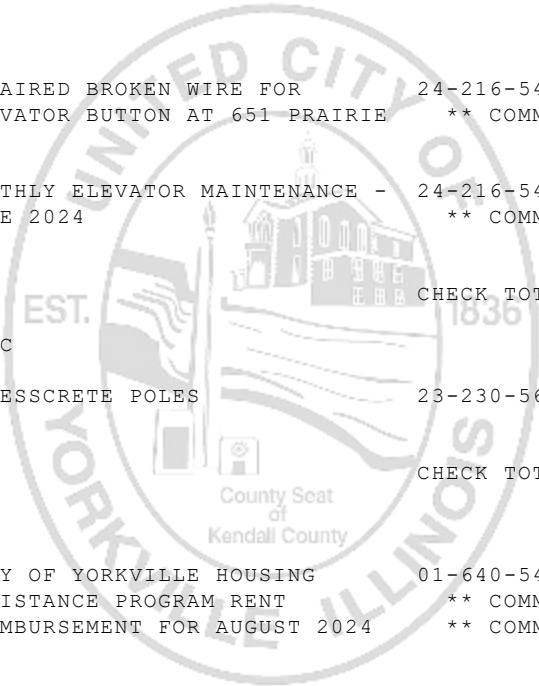
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UNITED CITY OF YORKVILLE
CHECK REGISTER

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INVOICES DUE ON/BEFORE 07/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540991	ALTORFER	ALTORFER INDUSTRIES, INC					
	PO630014474	06/19/24	01	REPLACE PRESTWICK WATER PUMP	52-520-54-00-5444		3,174.66
					INVOICE TOTAL:		3,174.66 *
					CHECK TOTAL:		3,174.66
540992	AMEHOIST	AMERICAN HOIST & MANLIFT, INC					
	30106	06/27/24	01	REPAIRED BROKEN WIRE FOR	24-216-54-00-5446		663.00
			02	ELEVATOR BUTTON AT 651 PRAIRIE	** COMMENT **		
					INVOICE TOTAL:		663.00 *
	30304	07/10/24	01	MONTHLY ELEVATOR MAINTENANCE -	24-216-54-00-5446		330.00
			02	JUNE 2024	** COMMENT **		
					INVOICE TOTAL:		330.00 *
					CHECK TOTAL:		993.00
540993	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	6585-2097772	06/28/24	01	STRESSCRETE POLES	23-230-56-00-5642		16,938.90
					INVOICE TOTAL:		16,938.90 *
					CHECK TOTAL:		16,938.90
D003608	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	AUG 2024	07/01/24	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		946.00
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR AUGUST 2024	** COMMENT **		
					INVOICE TOTAL:		946.00 *
					DIRECT DEPOSIT TOTAL:		946.00
540994	ARCIMAGE	ARC IMAGING RESOURCES					



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				

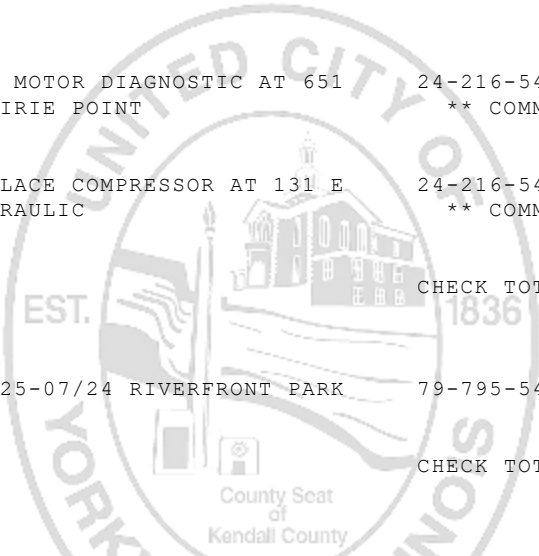
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UNITED CITY OF YORKVILLE
CHECK REGISTER

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INVOICES DUE ON/BEFORE 07/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540994	ARCIMAGE	ARC IMAGING RESOURCES					
	953031	07/03/24	01	CONTEX HD & IQ MFP STAND	01-220-54-00-5462		562.50
					INVOICE TOTAL:		562.50 *
				CHECK TOTAL:			562.50
540995	ARTLIP	ARTLIP & SONS, INC.					
	211558	07/03/24	01	BAD MOTOR DIAGNOSTIC AT 651	24-216-54-00-5446		166.00
			02	PRAIRIE POINT	** COMMENT **		
					INVOICE TOTAL:		166.00 *
	211717	07/01/24	01	REPLACE COMPRESSOR AT 131 E	24-216-54-00-5446		1,491.00
			02	HYDRAULIC	** COMMENT **		
					INVOICE TOTAL:		1,491.00 *
				CHECK TOTAL:			1,657.00
540996	ATT	AT&T					
	6305536805-0624	06/25/24	01	06/25-07/24 RIVERFRONT PARK	79-795-54-00-5440		123.96
					INVOICE TOTAL:		123.96 *
				CHECK TOTAL:			123.96
540997	CALLONE	PEERLESS NETWORK, INC					
	53229	06/15/24	01	05/15-06/14 ADMIN LINES	01-110-54-00-5440		285.39
			02	05/15-06/14 POLICE LINES	01-210-54-00-5440		32.34
			03	05/15-06/14 PUBLIC WORKS LINES	51-510-54-00-5440		5,728.81
			04	05/15-06/14 CITY HALL NORTEL	01-110-54-00-5440		-14.29
			05	05/15-06/14 CITY HALL NORTEL	01-110-54-00-5440		-14.29
			06	05/15-06/14 CITY HALL NORTEL	51-510-54-00-5440		-14.28
			07	05/15-06/14 SEWER SEPT LINES	52-520-54-00-5440		284.80
			08	05/15-06/14 RECREATION LINES	79-795-54-00-5440		277.72



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				

DATE: 07/16/24
TIME: 08:33:46
ID: AP211001.W0W

UNITED CITY OF YORKVILLE
CHECK REGISTER

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INVOICES DUE ON/BEFORE 07/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540997	CALLONE	PEERLESS NETWORK, INC					
	53229	06/15/24	09	05/15-06/14 TRAFFIC SIGNAL	01-410-54-00-5435		75.00
			10	MAINTENANCE	** COMMENT **		
					INVOICE TOTAL:		6,641.20 *
					CHECK TOTAL:		6,641.20
540998	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43860	06/27/24	01	PAPER TOWEL	52-520-56-00-5620		108.54
					INVOICE TOTAL:		108.54 *
					CHECK TOTAL:		108.54
540999	CLARKE	CLARK ENVIRONMENTAL					
	001033933	07/03/24	01	MOSQUITO SPRAYING	01-410-54-00-5455		7,648.00
					INVOICE TOTAL:		7,648.00 *
					CHECK TOTAL:		7,648.00
541000	COMED	COMMONWEALTH EDISON					
	1709169000-0624	07/02/24	01	06/03-07/02 RT34 & AUTUMN CRK	23-230-54-00-5482		176.39
					INVOICE TOTAL:		176.39 *
	1870344000-0624	07/02/24	01	06/03-07/02 105 W COUNTRYSIDE	23-230-54-00-5482		29.17
					INVOICE TOTAL:		29.17 *
	2173921222-0624	07/02/24	01	05/31-07/01 420 FAIRHAVEN	51-510-54-00-5480		113.85
					INVOICE TOTAL:		113.85 *
	2793598111-0624	07/02/24	01	05/31-07/01 1975 BRIDGE LIFT	51-510-54-00-5480		292.23
					INVOICE TOTAL:		292.23 *
	3131491222-0624	07/02/24	01	05/31-07/01 BRUELL ST PUMP	51-510-54-00-5480		336.70
					INVOICE TOTAL:		336.70 *
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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541000	COMED	COMMONWEALTH EDISON					
	3260462000-0624	07/01/24	01	05/31-07/01 RT47 & RIVER	23-230-54-00-5482		296.79
					INVOICE TOTAL:		296.79 *
	3852534000-0624	06/27/24	01	05/29-06/27 RT126 & SCHLHS RD	23-230-54-00-5482		79.74
					INVOICE TOTAL:		79.74 *
	6114554111-0624	07/02/24	01	05/31-07/01 610 TOWER	51-510-54-00-5480		138.04
					INVOICE TOTAL:		138.04 *
	8273737000-0624	06/28/24	01	05/30-06/28 104 E VAN EMMON	01-110-54-00-5480		230.49
					INVOICE TOTAL:		230.49 *
				CHECK TOTAL:			1,693.40
541001	COREMAIN	CORE & MAIN LP					
	U818501	06/21/24	01	WELL IN PLACE STARTERS	51-510-60-00-6060		21,000.00
					INVOICE TOTAL:		21,000.00 *
	V103162	06/20/24	01	METER BODY	51-510-56-00-5664		1,709.42
					INVOICE TOTAL:		1,709.42 *
				CHECK TOTAL:			22,709.42
541002	COXLAND	COX LANDSCAPING LLC					
	192472	07/02/24	01	JUNE 2024 MOWING	11-111-54-00-5495		1,058.00
					INVOICE TOTAL:		1,058.00 *
	192473	07/02/24	01	JUNE 2024 MOWING	12-112-54-00-5495		1,000.00
					INVOICE TOTAL:		1,000.00 *
				CHECK TOTAL:			2,058.00
541003	DCONST	D. CONSTRUCTION, 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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541003	DCONST	D. CONSTRUCTION, INC.					
	2400026.01	06/11/24	01	ENGINEERS PAYMENT ESTIMATE 1	15-155-60-00-6025		282,278.65
			02	FOR 2024 MFT ROAD PROGRAM	** COMMENT **		
					INVOICE TOTAL:		282,278.65 *
					CHECK TOTAL:		282,278.65
541004	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704707-241830054694	07/01/24	01	05/20-09/19 RT47 & KENNEDY	23-230-54-00-5482		1,330.33
					INVOICE TOTAL:		1,330.33 *
	1704712-241830054694	07/01/24	01	05/20-06/19 421 POPLAR	23-230-54-00-5482		4,547.70
					INVOICE TOTAL:		4,547.70 *
	1704715-241830054694	07/01/24	01	05/20-06/19 998 WHITE PLAINES	23-230-54-00-5482		8.03
					INVOICE TOTAL:		8.03 *
	1704717-524179005467	06/27/24	01	05/15-06/13 RT47 & ROSENWINKLE	23-230-54-00-5482		35.85
					INVOICE TOTAL:		35.85 *
					CHECK TOTAL:		5,921.91
541005	DUTEK	THOMAS & JULIE FLETCHER					
	1023965	06/18/24	01	HOSE ASSEMBLY	52-520-56-00-5628		64.00
					INVOICE TOTAL:		64.00 *
					CHECK TOTAL:		64.00
541006	EJEQUIP	EJ EQUIPMENT					
	P12839	06/25/24	01	TIGER TAIL	52-520-56-00-5620		122.65
					INVOICE TOTAL:		122.65 *
	P12938	07/05/24	01	FILTERS	52-520-56-00-5628		274.34
					INVOICE TOTAL:		274.34 *
					CHECK TOTAL:		396.99
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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541007	FIRSTNET	AT&T MOBILITY					
	287313454005X0703202	06/25/24	01	05/26-06/25 MOBILE DEVICES	01-220-54-00-5440		42.16
			02	05/26-06/25 MOBILE DEVICES	01-110-54-00-5440		42.16
			03	05/26-06/25 MOBILE DEVICES	01-210-54-00-5440		837.28
			04	05/26-06/25 MOBILE DEVICES	79-795-54-00-5440		42.16
			05	05/26-06/25 MOBILE DEVICES	51-510-54-00-5440		42.16
				INVOICE TOTAL:			1,005.92 *
				CHECK TOTAL:			1,005.92
541008	FIRSTNET	AT&T MOBILITY					
	287313454207X0703202	06/25/24	01	05/26-06/25 MOBILE DEVICES	01-220-54-00-5440		252.96
			02	05/26-06/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	05/26-06/25 MOBILE DEVICES	79-795-54-00-5440		156.80
			04	05/26-06/25 MOBILE DEVICES	51-510-54-00-5440		235.20
			05	05/26-06/25 MOBILE DEVICES	52-520-54-00-5440		72.48
				INVOICE TOTAL:			753.68 *
				CHECK TOTAL:			753.68
541009	FIRSTNON	FIRST NONPROFIT UNEMPLOYEMENT					
	122719N-070124	07/01/24	01	3RD QTR 2024 UNEMPLOY INS	01-640-52-00-5230		6,220.71
			02	3RD QTR 2024 UNEMPLOY INS	82-820-52-00-5230		386.98
			03	3RD QTR 2024 UNEMPLOY INS	51-510-52-00-5230		612.40
			04	3RD QTR 2024 UNEMPLOY INS	52-520-52-00-5230		322.16
				INVOICE TOTAL:			7,542.25 *
				CHECK TOTAL:			7,542.25
541010	GARDKOCH	GARDINER KOCH & WEISBERG					
	20155	07/11/24	01	KIMBALL HILL I MATTER	01-640-54-00-5461		1,740.00
				INVOICE TOTAL:			1,740.00 *
				CHECK TOTAL:			1,740.00

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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541011	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	429958128-8	07/01/24	01	LIABILITY INS INSTALLMENT #8	01-640-52-00-5231		16,138.96
			02	LIABILITY INS INSTALLMENT #8-P	01-640-52-00-5231		3,355.68
			03	LIABILITY INS INSTALLMENT #8	51-510-52-00-5231		1,779.61
			04	LIABILITY INS INSTALLMENT #8	52-520-52-00-5231		853.07
			05	LIABILITY INS INSTALLMENT #8	82-820-52-00-5231		1,337.68
				INVOICE TOTAL:			23,465.00 *
				CHECK TOTAL:			23,465.00
541012	GROUND	GROUND EFFECTS INC.					
	495368-000	05/31/24	01	SPIKES	01-410-56-00-5640		56.45
				INVOICE TOTAL:			56.45 *
				CHECK TOTAL:			56.45
541013	INTERDEV	INTERDEV, LLC					
	LIC-1045209	06/30/24	01	JUN 2024 TIMED ACTIVE STORAGE	01-640-54-00-5450		270.00
				INVOICE TOTAL:			270.00 *
	MSP-1045207	06/30/24	01	MONTHLY IT BILLING-JUN 2024	01-640-54-00-5450		18,298.00
				INVOICE TOTAL:			18,298.00 *
	SEC-1045191	06/30/24	01	DUO & SENTINEL ONE	01-640-54-00-5450		1,240.54
			02	BILLING-JUN 2024	** COMMENT **		
				INVOICE TOTAL:			1,240.54 *
				CHECK TOTAL:			19,808.54
541014	IPRF	ILLINOIS PUBLIC RISK FUND					
	90509	06/13/24	01	AUG 2024 WORKER COMP INS	01-640-52-00-5231		11,668.76
			02	AUG 2024 WORKER COMP INS-P	01-640-52-00-5231		2,373.71

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				

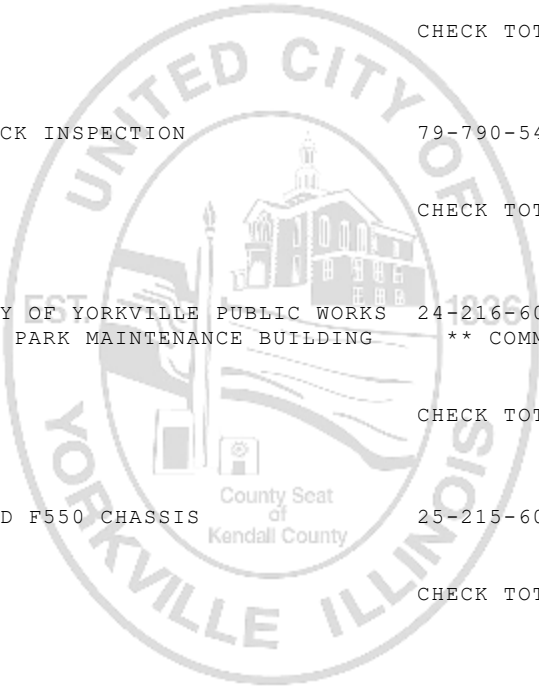
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541014	IPRF	ILLINOIS PUBLIC RISK FUND					
	90509	06/13/24	03	AUG 2024 WORKER COMP INS	51-510-52-00-5231		1,106.54
			04	AUG 2024 WORKER COMP INS	52-520-52-00-5231		499.83
			05	AUG 2024 WORKER COMP INS	82-820-52-00-5231		943.16
				INVOICE TOTAL:			16,592.00 *
				CHECK TOTAL:			16,592.00
541015	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	204142	06/25/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00
				INVOICE TOTAL:			41.00 *
				CHECK TOTAL:			41.00
541016	KLUBER	KLUBER, INC					
	9079	06/30/24	01	CITY OF YORKVILLE PUBLIC WORKS	24-216-60-00-6042		40,872.00
			02	AND PARK MAINTENANCE BUILDING	** COMMENT **		
				INVOICE TOTAL:			40,872.00 *
				CHECK TOTAL:			40,872.00
541017	LINDCO	LINDCO EQUIPMENT SALES INC					
	2306201-SWL	06/26/24	01	FORD F550 CHASSIS	25-215-60-00-6070		66,736.00
				INVOICE TOTAL:			66,736.00 *
				CHECK TOTAL:			66,736.00
541018	LRS	LRS, LLC					
	PS608150	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-301	79-795-56-00-5620		260.00
			02	N BRIDGE	** COMMENT **		
				INVOICE TOTAL:			260.00 *



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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541018	LRS	LRS, LLC						
		PS608151	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-131	79-795-56-00-5620		452.00
				02	E HYDRAULIC	** COMMENT **		
					INVOICE TOTAL:			452.00 *
		PS608152	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-901	79-795-56-00-5620		92.00
				02	MILL ST	** COMMENT **		
					INVOICE TOTAL:			92.00 *
		PS608153	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-374	79-795-56-00-5620		92.00
				02	E VAN EMMON	** COMMENT **		
					INVOICE TOTAL:			92.00 *
		PS608154	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-1711	79-795-56-00-5620		92.00
				02	JOHN ST	** COMMENT **		
					INVOICE TOTAL:			92.00 *
		PS608155	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-1474	79-795-56-00-5620		92.00
				02	SYCAMORE RD	** COMMENT **		
					INVOICE TOTAL:			92.00 *
		PS608156	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-901	79-795-56-00-5620		1,014.00
				02	GAME FARM	** COMMENT **		
					INVOICE TOTAL:			1,014.00 *
		PS608157	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-2775	79-795-56-00-5620		92.00
				02	GRANDE TR	** COMMENT **		
					INVOICE TOTAL:			92.00 *
		PS608158	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-600	79-795-56-00-5620		210.00
				02	HAYDEN DR	** COMMENT **		
					INVOICE TOTAL:			210.00 *
		PS608159	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-	79-795-56-00-5620		92.00
				02	BRISTOL BAY ELEMENTARY	** 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				

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541018	LRS	LRS, LLC						
		PS608160	06/27/24	01	6/28-7/25 PORTOLET	79-795-56-00-5620		565.00
				02	UPKEEP-3651 KENNEDY	** COMMENT **		
					INVOICE TOTAL:			565.00 *
		PS608161	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-872	79-795-56-00-5620		92.00
				02	PRAIRIE CROSSING	** COMMENT **		
					INVOICE TOTAL:			92.00 *
		PS608162	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-2807	79-795-56-00-5620		92.00
				02	NORTHLAND LN	** COMMENT **		
					INVOICE TOTAL:			92.00 *
		PS608163	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-2736	79-795-56-00-5620		92.00
				02	AUTUMN CREEK	** COMMENT **		
					INVOICE TOTAL:			92.00 *
		PS608164	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-2735	79-795-56-00-5620		92.00
				02	ALAN DALE	** COMMENT **		
					INVOICE TOTAL:			92.00 *
		PS608165	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-	79-795-56-00-5620		629.00
				02	RIEMENSCHNIEDER FIELDS	** COMMENT **		
					INVOICE TOTAL:			629.00 *
		PS608166	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-428	79-795-56-00-5620		662.00
				02	BRISTOL BAY DR	** COMMENT **		
					INVOICE TOTAL:			662.00 *
		PS608168	06/27/24	01	6/28-7/25 PORTOLET UPKEEP-409	79-795-56-00-5620		92.00
				02	CENTER PKWY	** COMMENT **		
					INVOICE TOTAL:			92.00 *
					CHECK TOTAL:			4,804.00

541019 MARCO MARCO TECHNOLOGIES LLC

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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541019	MARCO 532405586	MARCO TECHNOLOGIES LLC 07/20/24	01	06/20-07/20 COPIER LEASE	01-110-54-00-5485		259.29
			02	06/20-07/20 COPIER LEASE	01-120-54-00-5485		259.27
			03	06/20-07/20 COPIER LEASE	01-220-54-00-5485		518.58
			04	06/20-07/20 COPIER LEASE	01-210-54-00-5485		663.73
			05	06/20-07/20 COPIER LEASE	01-410-54-00-5485		51.47
			06	06/20-07/20 COPIER LEASE	51-510-54-00-5485		51.47
			07	06/20-07/20 COPIER LEASE	52-520-54-00-5485		51.47
			08	06/20-07/20 COPIER LEASE	79-790-54-00-5485		154.39
			09	06/20-07/20 COPIER LEASE	79-795-54-00-5485		259.27
				INVOICE TOTAL:			2,268.94 *
				CHECK TOTAL:			2,268.94
541020	METRONET 1651373-070124	METRO FIBERNET LLC 07/01/24	01	JULY 2024 INTERNET	82-820-54-00-5440		124.97
				INVOICE TOTAL:			124.97 *
				CHECK TOTAL:			124.97
541021	MIDWSALT P474160	MIDWEST SALT 05/01/24	01	BULK ROCK SALT	51-510-56-00-5638		3,183.44
				INVOICE TOTAL:			3,183.44 *
				CHECK TOTAL:			3,183.44
541022	NARVICK 92079	NARVICK BROS. LUMBER CO, INC 06/20/24	01	4000 PSI	25-225-60-00-6010		647.00
				INVOICE TOTAL:			647.00 *
	92080	06/20/24	01	CONCRETE	23-230-56-00-5637		1,016.00
				INVOICE TOTAL:			1,016.00 *
				CHECK TOTAL:			1,663.00
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				

DATE: 07/16/24
TIME: 08:33:46
ID: AP211001.W0W

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 25

INVOICES DUE ON/BEFORE 07/23/2024

CHECK #	VENDOR #	INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541023	NICOR	NICOR GAS						
		00-41-22-8748 4-0624	07/01/24	01	05/31-07/01 1107 PRAIRIE	01-110-54-00-5480		46.10
						INVOICE TOTAL:		46.10 *
		15-64-61-3532 5-0624	07/01/24	01	05/31-07-01 1991 CANNONBALL TR	01-110-54-00-5480		48.01
						INVOICE TOTAL:		48.01 *
		20-52-56-2042 1-0624	06/27/24	01	05/29-06/27 420 FAIRHAVEN	01-110-54-00-5480		140.67
						INVOICE TOTAL:		140.67 *
		23-45-91-4862 5-0624	07/02/24	01	06/03-07/02 101 BRUELL ST	01-110-54-00-5480		142.46
						INVOICE TOTAL:		142.46 *
		40-52-64-8356 1-0624	07/05/24	01	06/04-07/03 102 E VAN EMMON	01-110-54-00-5480		140.24
						INVOICE TOTAL:		140.24 *
		61-60-41-1000 9-0624	07/02/24	01	06/03-07/02 610 TOWER	01-110-54-00-5480		55.55
						INVOICE TOTAL:		55.55 *
		83-80-00-1000 7-0624	07/03/24	01	06/03-07/02 610 TOWER UNIT B	01-110-54-00-5480		52.49
						INVOICE TOTAL:		52.49 *
		91-85-68-4012 8-0624	07/02/24	01	05/31-07/01 902 GAME FARM RD	82-820-54-00-5480		902.85
						INVOICE TOTAL:		902.85 *
						CHECK TOTAL:		1,528.37
541024	OLEARYC	CYNTHIA O'LEARY						
		YORKVILLE REC BB/SB	06/29/24	01	ASSIGNING FEE FOR OFFICIALS	79-795-54-00-5462		2,682.00
						INVOICE TOTAL:		2,682.00 *
						CHECK TOTAL:		2,682.00
541025	PIZZO	PIZZO AND ASSOCIATES, LTD						

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 07/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541025	PIZZO 340-3	PIZZO AND ASSOCIATES, LTD 07/01/24	01 02	NATURALIZATION MAINTENANCE @ 651 PRAIRIE POINTE DR	24-216-54-00-5446 ** COMMENT **		732.19
				INVOICE TOTAL:			732.19 *
				CHECK TOTAL:			732.19
541026	R0001975	RYAN HOMES					
	20240489-3056	CONSTI	07/08/24	01 CANCELLED PRMT#20240489 RFND	01-000-42-00-4210		2,633.80
				02 CANCELLED PRMT#20240489 RFND	51-000-44-00-4430		550.00
				03 CANCELLED PRMT#20240489 RFND	52-000-44-00-4455		500.00
				04 CANCELLED PRMT#20240489 RFND	25-000-42-00-4208		25.00
				05 CANCELLED PRMT#20240489 RFND	84-000-42-00-4214		500.00
				06 CANCELLED PRMT#20240489 RFND	25-000-42-00-4220		50.00
				07 CANCELLED PRMT#20240489 RFND	25-000-42-00-4218		100.00
				08 CANCELLED PRMT#20240489 RFND	95-000-24-00-2452		850.00
				09 CANCELLED PRMT#20240489 RFND	23-000-42-00-4222		2,000.00
				INVOICE TOTAL:			7,208.80 *
				CHECK TOTAL:			7,208.80
541027	R0002288	LENNAR					
	20220180-525	BRAEMOR	07/10/24	01 SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	20220405-622	ASHWORT	07/10/24	01 SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	20230313-2093	INGEMU	07/03/24	01 SECURITY GUARANTEE REFUND	01-000-24-00-2415		3,525.00
				INVOICE TOTAL:			3,525.00 *
	20231641-301	ANDREW	07/03/24	01 SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *

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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UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 25

INVOICES DUE ON/BEFORE 07/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541027	R0002288 LENNAR						
	20231642-307 ANDREW	07/03/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	20232278-297 ANDREW	07/03/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		28,525.00
541028	R0002656 BLACK MIST IRRIGATION						
	20240673-327 ANDREW	06/27/24	01	PERMIT 20240673 CANCELLATION	01-000-42-00-4210		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
541029	R0002657 DAVID GILBERT						
	225 COMMERCIAL-ENG D	07/10/24	01	REFUND REMAINING ENG DEPOSIT	90-224-00-00-0111		1,427.50
					INVOICE TOTAL:		1,427.50 *
					CHECK TOTAL:		1,427.50
541030	R0002658 ASHLEY MORGAN						
	214986	06/27/24	01	READY SET GO ENROLLMENT FEE	79-000-44-00-4403		30.00
			02	REFUND	** COMMENT **		
					INVOICE TOTAL:		30.00 *
					CHECK TOTAL:		30.00
541031	SHI SHI INTERNATIONAL CORP						
	S59760741	07/02/24	01	ACROBAT STANDARD DC FOR TEAMS	01-640-54-00-5450		62.00
					INVOICE TOTAL:		62.00 *
					CHECK TOTAL:		62.00

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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UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 25

INVOICES DUE ON/BEFORE 07/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541032	STEVENS	STEVEN'S SILKSCREENING					
	22872	07/01/24	01	13 STAFF WORK SHIRTS	79-790-56-00-5600		168.35
					INVOICE TOTAL:		168.35 *
				CHECK TOTAL:			168.35
541033	SUBURLAB	SUBURBAN LABORATORIES INC.					
	226250	06/28/24	01	WATER SAMPLE TESTING	51-510-54-00-5429		1,548.30
					INVOICE TOTAL:		1,548.30 *
				CHECK TOTAL:			1,548.30
541034	SUPERBEV	SUPERIOR BEVERAGE CO.INC.					
	661073	07/02/24	01	BEACH PARTY TRAILER CLEANING	79-795-56-00-5606		350.00
			02	FEE	** COMMENT **		
					INVOICE TOTAL:		350.00 *
				CHECK TOTAL:			350.00
541035	TKBASSOC	TKB ASSOCIATES, INC.					
	15337	05/20/24	01	LASERFICHE ANNUAL SUBSCRIPTION	01-110-54-00-5460		3,169.95
					INVOICE TOTAL:		3,169.95 *
				CHECK TOTAL:			3,169.95
541036	TRICO	TRICO MECHANICAL , INC					
	8702	06/10/24	01	PUBLIC WORKS HVAC SYSTEM	24-216-54-00-5446		294.00
			02	INSPECTION	** COMMENT **		
					INVOICE TOTAL:		294.00 *
	8703	06/10/24	01	BEECHER CENTER HVAC STYSTEM	24-216-54-00-5446		294.00

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 07/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541036	TRICO	TRICO MECHANICAL , INC					
	8703	06/10/24	02	INSPECTION	** COMMENT **		
					INVOICE TOTAL:		294.00 *
					CHECK TOTAL:		588.00
541037	VITOSH	CHRISTINE M. VITOSH					
	2195	07/01/24	01	06/12/24 P&Z MEETING	90-220-00-00-0011		172.50
			02	06/12/24 P&Z MEETING	90-229-00-00-0011		230.00
			03	06/12/24 P&Z MEETING	90-227-00-00-0011		172.50
					INVOICE TOTAL:		575.00 *
					CHECK TOTAL:		575.00
541038	WHISACRE	WHISKEY ACRES DISTILLING CO.					
	001419	07/03/24	01	2024 RIVER FEST & HOMETOWN DAY	79-795-56-00-5606		1,584.00
			02	ALCOHOL	** COMMENT **		
					INVOICE TOTAL:		1,584.00 *
					CHECK TOTAL:		1,584.00
541039	WINDCREK	WINDING CREEK NURSERY, INC					
	1069	04/30/24	01	11 TREES	01-000-24-00-2426		2,750.00
					INVOICE TOTAL:		2,750.00 *
					CHECK TOTAL:		2,750.00
D003609	YBSD	YORKVILLE BRISTOL					
	2024.012	07/02/24	01	JUL 2024 LANDFILL EXPENSE	51-510-54-00-5445		19,411.77
					INVOICE TOTAL:		19,411.77 *
					DIRECT DEPOSIT TOTAL:		19,411.77

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 25

INVOICES DUE ON/BEFORE 07/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541040	YORKPRPC	YORKVILLE PARK & REC					
	2024 HTD STARTUP	07/09/24	01	2024 HOMETOWN DAYS START UP	79-795-56-00-5602		20,000.00
					INVOICE TOTAL:		20,000.00 *
	2024 RIVER FEST	07/09/24	01	2024 RIVER FEST START UP	79-795-56-00-5606		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		25,000.00
541041	YOUNGM	MARLYS J. YOUNG					
	061224-P&Z	06/27/24	01	06/12/24 P&Z MEETING MINUTES	90-220-00-00-0011		25.50
			02	06/12/24 P&Z MEETING MINUTES	90-229-00-00-0011		34.00
			03	06/12/24 P&Z MEETING MINUTES	90-227-00-00-0011		25.50
					INVOICE TOTAL:		85.00 *
	061824-PW	06/28/24	01	06/18/24 PW MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
	070224-EDC	07/08/24	01	07/02/24 EDC MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		255.00
					TOTAL CHECKS PAID:		621,861.78
					TOTAL DIRECT DEPOSITS PAID:		20,357.77
					TOTAL AMOUNT PAID:		642,219.55

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 July 5, 2024

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	19,997.38	-	19,997.38	1,165.85	1,477.72	22,640.95
FINANCE	13,219.11	-	13,219.11	770.68	978.72	14,968.51
POLICE	140,162.80	5,105.44	145,268.24	463.05	10,833.72	156,565.01
COMMUNITY DEV.	33,442.64	-	33,442.64	1,931.05	2,499.77	37,873.46
STREETS	23,212.63	86.27	23,298.90	1,364.14	1,731.95	26,394.99
BUILDING & GROUNDS	6,202.70	95.65	6,298.35	375.94	480.47	7,154.76
WATER	22,735.41	1,338.75	24,074.16	1,403.50	1,769.77	27,247.43
SEWER	11,970.57	-	11,970.57	697.92	876.73	13,545.22
PARKS	34,929.77	726.85	35,656.62	1,849.42	2,884.93	40,390.97
RECREATION	28,615.43	-	28,615.43	1,247.91	2,154.30	32,017.64
LIBRARY	18,124.02	-	18,124.02	672.26	1,334.26	20,130.54
TOTALS	\$ 352,612.46	\$ 7,352.96	\$ 359,965.42	\$ 11,941.72	\$ 27,022.34	\$ 398,929.48

TOTAL PAYROLL **\$ 398,929.48**



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, July 23, 2024

ACCOUNTS PAYABLE

DATE

FY 24

City Check Register - FY 25 (*Pages 1 - 2*)

07/23/2024 \$ 420,092.40

SUB-TOTAL: \$ 420,092.40

FY 25

Manual City Check Register - FY 25 (*Pages 3 - 7*)

07/05/2024 \$ 2,019.00

Manual City Check Register - FY 25 (*Page 8*)

07/10/2024 865.00

Manual City Check Register - FY 25 (*Page 9*)

07/12/2024 80.00

Manual City Check Register - FY 25 (*Page 10*)

07/15/2024 1,592,000.00

Manual City Check Register - FY 25 (*Pages 11 - 13*)

07/19/2024 19,327.00

City Check Register - FY 25 (*Pages 14 - 30*)

07/23/2024 1,079,004.92

SUB-TOTAL: \$2,693,295.92

PAYROLL

Bi - Weekly (*Page 31*)

07/05/2024 \$ 398,929.48

SUB-TOTAL: \$ 398,929.48

TOTAL DISBURSEMENTS: \$ 3,512,317.80



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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2024-55

Agenda Item Summary Memo

Title: Heartland Meadows – Performance Guarantee Release

Meeting and Date: City Council – July 23, 2024

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-55

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

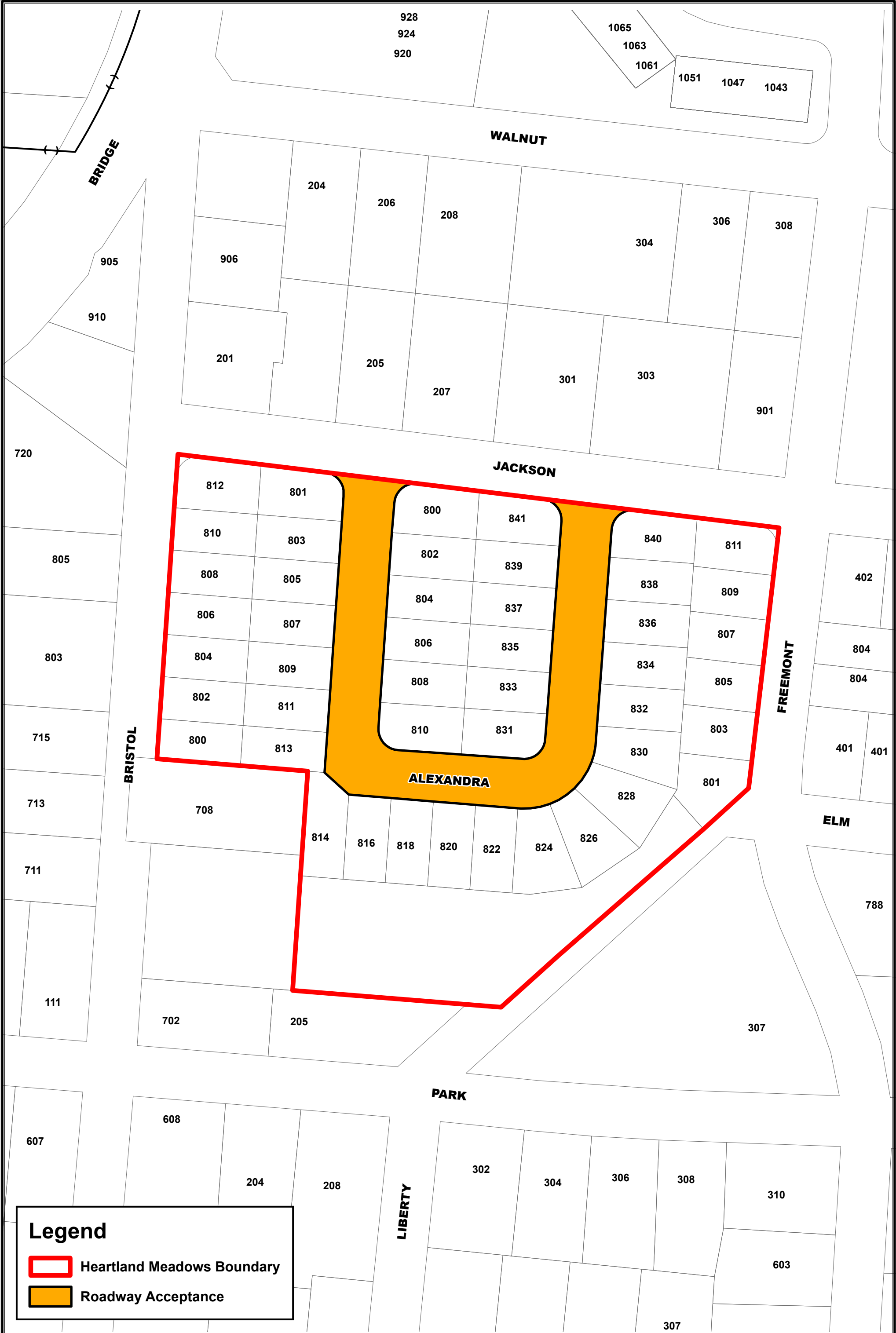
Date: June 20, 2024
Subject: Heartland Meadows

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance guarantee provided in the form of a collateral account. The value of the guarantee to be released is \$133,399.30. The public improvements were accepted on May 23, 2023.

The developer will provide a separate guarantee to cover the costs of the remaining sidewalk within the undeveloped four lots. That guarantee will be released after completion of all sidewalks.

The full guarantee of \$133,399.30 should not be released until the sidewalk security is in place.

Please let us know if you have any questions.





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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2024-56

Agenda Item Summary Memo

Title: Windett Ridge – Unit 2 – One Year Maintenance Guarantee Release

Meeting and Date: City Council – July 23, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-56

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

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
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: July 16, 2024
Subject: Windett Ridge – Unit 2

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work, has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Original EOPC Value	\$955,991.45
10% of Original EOPC	\$95,599.15
Required Value	\$95,599.15

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Windett Ridge – Unit 2 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this _____ day of _____, 20__.

Signature of Seller

Name:_____

Title:_____

Subscribed and ***Sworn*** to
before me this _____ day
of _____, 20__.

Notary Public

EXHIBIT A
WINDETT RIDGE - UNIT 2
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
6" SANITARY SERVICE COMPLETE - NEAR	EACH	3
6" SANITARY SERVICE COMPLETE - FAR	EACH	9
8" PVC SANITARY SEWER (SDR 26)	FOOT	12
SANITARY LIFT STATION	LUMP SUM	1
SANITARY LIFT STATION SITE WORK & INSTALLATION	LUMP SUM	1
4" FORCE MAIN, DIP	FOOT	675
CORE & CONNECT TO EXISTING SANITARY MANHOLE	EACH	1
CORE & CONNECT FORCEMAIN TO EXISTING SAN. MH	EACH	1
TRENCH BACKFILL	CUBIC YARD	660
WATER MAIN CONSTRUCTION		
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	9
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	3
8" DUCTILE IRON WATER MAIN, CLASS 52	FOOT	695
RECONSTRUCT EXISTING VAULT WITH 16"X8" VALVE	EACH	1
16"X8" PRESSURE CONNECTION WITH VALVE VAULT	EACH	1
RELOCATE EXISTING FIRE HYDRANT	EACH	1
TRENCH BACKFILL (CA-7)	CUBIC YARD	715
STORM SEWER CONSTRUCTION		
4" SUMP PUMP CONNECTION	EACH	12
6" PVC	FOOT	120
12" RCP	FOOT	310
15" RCP	FOOT	495
18" RCP	FOOT	45
24" RCP	FOOT	30
15" RCP FLARED END SECTION W/ GRATE	EACH	1
18" RCP FLARED END SECTION W/ GRATE	EACH	1
24" RCP FLARED END SECTION W/ GRATE	EACH	1
24" INLET TYPE A W/ FRAME & GRATE	EACH	2
48" MANHOLE W/ FRAME AND LID	EACH	3
48" CATCH BASIN W/ FRAME & GRATE	EACH	2
OUTLET CONTROL STRUCTURE	EACH	1
CORE & CONNECT EXISTING MANHOLE	EACH	2
DEMOLITION - EXISTING 24" RCP	FOOT	230
DEMOLITION - EXISTING 18" RCP	FOOT	165
DEMOLITION - EXISTING 12" RCP	FOOT	55
DEMOLITION - EXISTING 6" PVC	FOOT	600
DEMOLITION - EXISTING 48" MANHOLE	EACH	1
DEMOLITION - EXISTING 24" MANHOLE	EACH	3
RECONSTRUCT EXISTING MANHOLES	EACH	5
TRENCH BACKFILL (CA-7)	FOOT	85
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 4" AGGREGATE	SQ FT	7495
STREET LIGHTING		
STREET LIGHT STANDARD, COMPLETE	EACH	2

ROADWAY	UNIT	QUANTITY
WINDETT RIDGE ROAD	FOOT	700

EXHIBIT A
WINDETT RIDGE - UNIT 2
UNITED CITY OF YORKVILLE

MISCELLANEOUS		
LANDSCAPE PLANTINGS	LUMP SUM	1
NATURALIZED AREAS	LUMP SUM	1
PARKWAY PLANTINGS	LUMP SUM	1
TREES	LUMP SUM	1



GASB

WINDETT RIDGE - UNIT 2

UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY	UNIT PRICE	COST
SANITARY SEWER CONSTRUCTION				
6" SANITARY SERVICE COMPLETE - NEAR	EACH	3	\$ 850.00	\$ 2,550.00
6" SANITARY SERVICE COMPLETE - FAR	EACH	9	\$ 1,750.00	\$ 15,750.00
8" PVC SANITARY SEWER (SDR 26)	FOOT	12	\$ 30.00	\$ 360.00
SANITARY LIFT STATION	LUMP SUM	1	\$ 185,000.00	\$ 185,000.00
SANITARY LIFT STATION SITE WORK & INSTALLATION	LUMP SUM	1	\$ 185,000.00	\$ 185,000.00
4" FORCE MAIN, DIP	FOOT	675	\$ 35.00	\$ 23,625.00
CORE & CONNECT TO EXISTING SANITARY MANHOLE	EACH	1	\$ 4,000.00	\$ 4,000.00
CORE & CONNECT FORCEMAIN TO EXISTING SAN. MH	EACH	1	\$ 4,000.00	\$ 4,000.00
TRENCH BACKFILL	CUBIC YARD	660	\$ 35.00	\$ 23,100.00
WATER MAIN CONSTRUCTION				
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	9	\$ 1,286.00	\$ 11,574.00
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	3	\$ 2,500.00	\$ 7,500.00
8" DUCTILE IRON WATER MAIN, CLASS 52	FOOT	695	\$ 56.40	\$ 39,198.00
RECONSTRUCT EXISTING VAULT WITH 16"X8" VALVE	EACH	1	\$ 5,580.00	\$ 5,580.00
16"X8" PRESSURE CONNECTION WITH VALVE VAULT	EACH	1	\$ 14,000.00	\$ 14,000.00
RELOCATE EXISTING FIRE HYDRANT	EACH	1	\$ 750.00	\$ 750.00
TRENCH BACKFILL (CA-7)	CUBIC YARD	715	\$ 35.00	\$ 25,025.00
STORM SEWER CONSTRUCTION				
4" SUMP PUMP CONNECTION	EACH	12	\$ 350.00	\$ 4,200.00
6" PVC	FOOT	120	\$ 25.00	\$ 3,000.00
12" RCP	FOOT	310	\$ 27.00	\$ 8,370.00
15" RCP	FOOT	495	\$ 30.00	\$ 14,850.00
18" RCP	FOOT	45	\$ 35.00	\$ 1,575.00
24" RCP	FOOT	30	\$ 45.00	\$ 1,350.00
15" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 1,625.00	\$ 1,625.00
18" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 2,250.00	\$ 2,250.00
24" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 2,500.00	\$ 2,500.00
24" INLET TYPE A W/ FRAME & GRATE	EACH	2	\$ 1,200.00	\$ 2,400.00
48" MANHOLE W/ FRAME AND LID	EACH	3	\$ 1,900.00	\$ 5,700.00
48" CATCH BASIN W/ FRAME & GRATE	EACH	2	\$ 2,500.00	\$ 5,000.00
OUTLET CONTROL STRUCTURE	EACH	1	\$ 8,500.00	\$ 8,500.00
CORE & CONNECT EXISTING MANHOLE	EACH	2	\$ 2,500.00	\$ 5,000.00
DEMOLITION - EXISTING 24" RCP	FOOT	230	\$ 12.50	\$ 2,875.00
DEMOLITION - EXISTING 18" RCP	FOOT	165	\$ 12.00	\$ 1,980.00
DEMOLITION - EXISTING 12" RCP	FOOT	55	\$ 10.75	\$ 591.25
DEMOLITION - EXISTING 6" PVC	FOOT	600	\$ 4.00	\$ 2,400.00
DEMOLITION - EXISTING 48" MANHOLE	EACH	1	\$ 650.00	\$ 650.00
DEMOLITION - EXISTING 24" MANHOLE	EACH	3	\$ 500.00	\$ 1,500.00
RECONSTRUCT EXISTING MANHOLES	EACH	5	\$ 1,250.00	\$ 6,250.00
TRENCH BACKFILL (CA-7)	FOOT	85	\$ 35.00	\$ 2,975.00
SIDEWALK				
5' WIDE - 5" PCC SIDEWALK W/ 4" AGGREGATE	SQ FT	7495	\$ 8.00	\$ 59,960.00

GASB
WINDETT RIDGE - UNIT 2
UNITED CITY OF YORKVILLE

STREET LIGHTING					
STREET LIGHT STANDARD, COMPLETE INCLUDING WIRE & TRENCHING, ETC	EACH	2	\$ 7,500.00	\$	15,000.00
MISCELLANEOUS					
LANDSCAPE PLANTINGS	LUMP SUM	1	\$ 20,482.60	\$	20,482.60
NATURALIZED AREAS	LUMP SUM	1	\$ 32,210.00	\$	32,210.00
PARKWAY PLANTINGS	LUMP SUM	1	\$ 9,785.60	\$	9,785.60
TREES	LUMP SUM	1	\$ 5,250.00	\$	5,250.00
				TOTAL COST	\$ 712,763.25

ROADWAY	UNIT	QUANTITY	UNIT PRICE	COST
WINDETT RIDGE ROAD	FOOT	700	\$ 133.21	\$ 93,250.00
		TOTAL	700	TOTAL COST \$ 93,250.00



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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2024-57

Agenda Item Summary Memo

Title: Timber Ridge Estates – Water Main Easement

Meeting and Date: City Council – July 23, 2024

Synopsis: Consideration of Acceptance

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-57

Type of Vote Required: Majority

Council Action Requested: Consideration of Acceptance

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



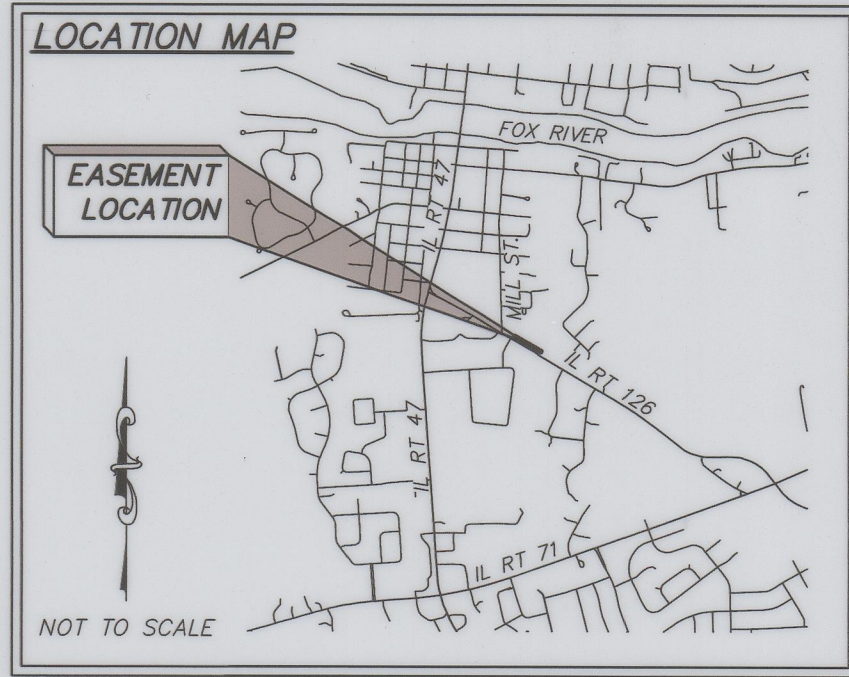
Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

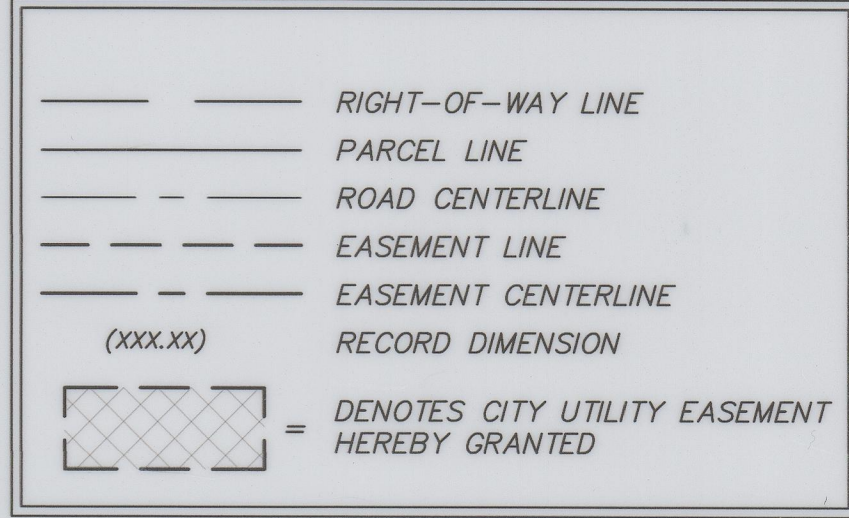
Date: July 3, 2024
Subject: Timber Ridge Estates – Water Main Easement

Attached are easement documents necessary for the construction of the off-site water main for the Timber Ridge Estates development. We recommend that the City consider approving and accepting the easement.

If you have any questions, let me know.



HR GREEN CONTACTS:
DAVID W. SCHULTZ P.E., PROJECT MANAGER
630-753-7560
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
630-753-7560



OWNERSHIP CERTIFICATE

STATE OF IL)
COUNTY OF Kendall) S.S.

THIS IS TO CERTIFY THAT RAINY LAND INVESTMENTS, LLC CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON, AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT _____, THIS 4th DAY OF JUNE, 2024

RAINY LAND INVESTMENTS, LLC
CORPORATION NAME

COMPLETE ADDRESS

BY: Ken Bush
PRINTED NAME: Ken Buckman
TITLE: CFO

ATTEST: Belinda D. Lambert
PRINTED NAME: Belinda D. Lambert
TITLE: Administrative Assistant

NOTARY CERTIFICATE

STATE OF Illinois)
COUNTY OF Kendall) S.S.

I, Jessica G. Whitaker, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____ AND _____, PERSONALLY KNOW TO ME TO THE _____, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 4th DAY OF June, 2024

Jessica G. Whitaker
NOTARY PUBLIC



CITY ENGINEER'S CERTIFICATE

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

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

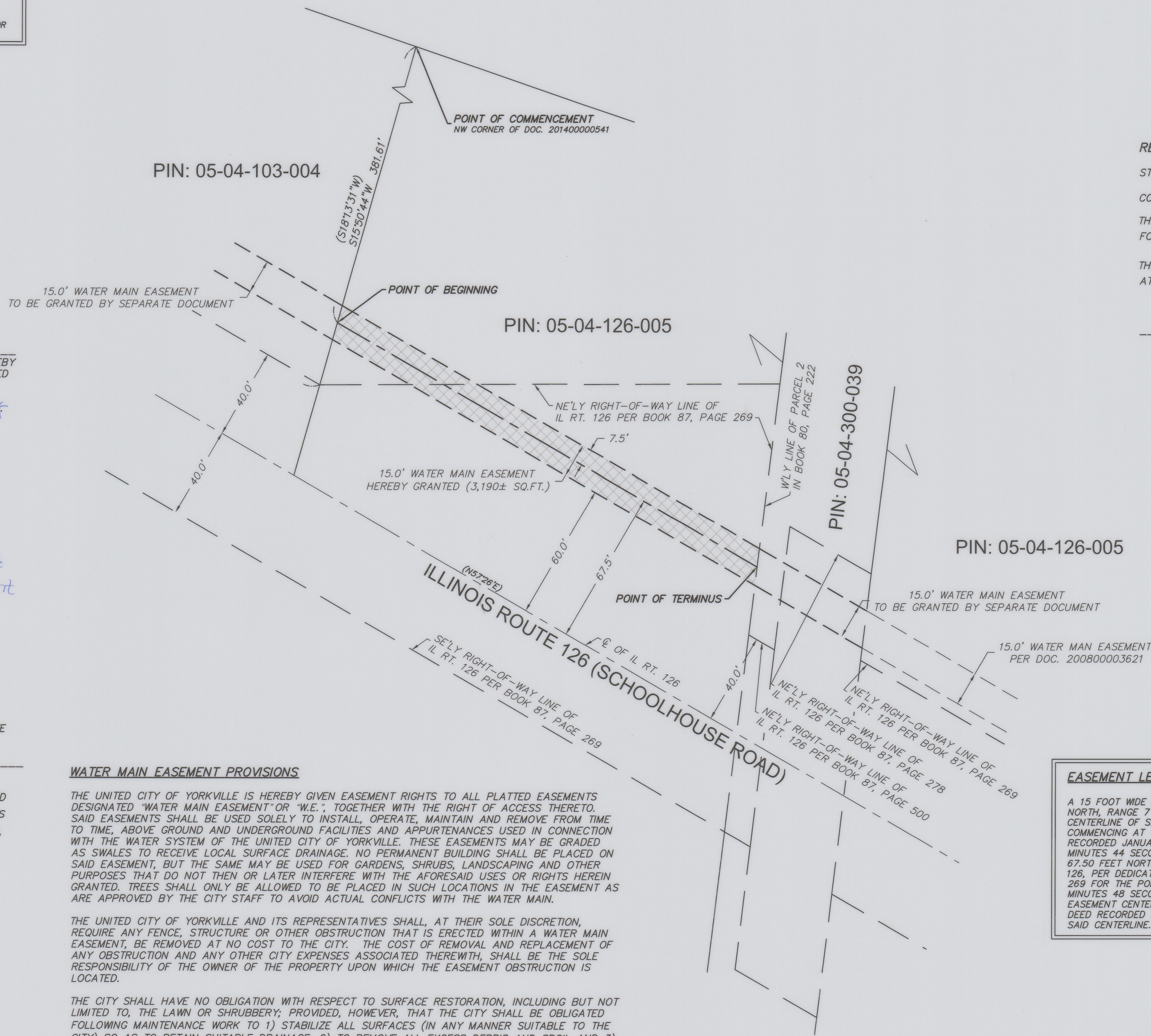
DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.

CITY ENGINEER

NOTES:
* This map was created for use as a Plat of Easement.
* This map is not to be used for any construction or staking purposes without consent from a proper agent of HR Green, Inc.
* This IS NOT a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
* No underground improvements have been located unless shown and noted.
* No distance should be assumed by scaling.
* This map is void without seal and signature affixed.

5/2/2024 1:24:13 PM
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PLAT OF EASEMENT
OF PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP
36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



WATER MAIN EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "WATER MAIN EASEMENT" OR "W.E.", TOGETHER WITH THE RIGHT OF ACCESS THERETO. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, ABOVE GROUND AND UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER SYSTEM OF THE UNITED CITY OF YORKVILLE. THESE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. TREES SHALL ONLY BE ALLOWED TO BE PLACED IN SUCH LOCATIONS IN THE EASEMENT AS ARE APPROVED BY THE CITY STAFF TO AVOID ACTUAL CONFLICTS WITH THE WATER MAIN.

THE UNITED CITY OF YORKVILLE AND ITS REPRESENTATIVES SHALL, AT THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER OBSTRUCTION THAT IS ERECTED WITHIN A WATER MAIN EASEMENT, BE REMOVED AT NO COST TO THE CITY. THE COST OF REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER CITY EXPENSES ASSOCIATED THEREWITH, SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT OBSTRUCTION IS LOCATED.

THE CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY; PROVIDED, HOWEVER, THAT THE CITY SHALL BE OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL SURFACES (IN ANY MANNER SUITABLE TO THE CITY) SO AS TO RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

CITY COUNCIL CERTIFICATE

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

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS.

THIS _____ DAY OF _____, 20____.

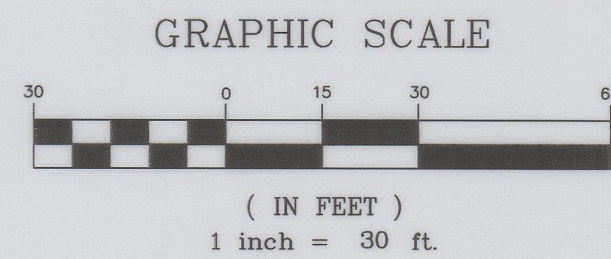
BY: _____ MAYOR

ATTEST: _____ CITY CLERK

GENERAL NOTES:

- EASEMENT GRANTED HEREON IS A PORTION OF THE LANDS DESCRIBED IN DOCUMENT 20140000541, NAMING RAINY LAND INVESTMENTS, LLC AS THE GRANTEE.
- NO DIMENSIONS SHALL BE ASSUMED BY SCALING.
- ALL BEARINGS AND DISTANCES ARE BASED ON A LOCAL COORDINATE SYSTEM.
- RECORD BEARINGS DIMENSIONS SHOWN HEREON, PER DOCUMENT 20140000541.

THIS PLAT PRESENTED BY/RETURN TO:
NAME: _____
ADDRESS: _____



RECORDER'S CERTIFICATE

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

THIS _____ DAY OF _____, 20____
AT _____ O'CLOCK _____ M.

KENDALL COUNTY RECORDER

EASEMENT LEGAL DESCRIPTION

A 15 FOOT WIDE EASEMENT OVER PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED JANUARY 13, 2014 AS DOCUMENT 20140000541; THENCE SOUTH 15 DEGREES 50 MINUTES 44 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LANDS, 381.61 FEET TO A POINT 67.50 FEET NORTHEASTERLY, AS MEASURED PERPENDICULARLY, OF THE CENTERLINE OF ILLINOIS ROUTE 126, PER DEDICATION OF RIGHT-OF-WAY RECORDED MARCH 31, 1936 IN BOOK 87 OF DEEDS, PAGE 269 FOR THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE SOUTH 59 DEGREES 49 MINUTES 48 SECONDS EAST, PARALLEL WITH SAID ILLINOIS ROUTE 126 CENTERLINE, ALONG SAID EASEMENT CENTERLINE, 212.69 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN WARRANTY DEED RECORDED AUGUST 5, 1929 IN BOOK 80 OF DEEDS, PAGE 222 TO THE POINT OF TERMINUS OF SAID CENTERLINE.

SURVEYOR'S CERTIFICATION

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

THIS IS TO CERTIFY THAT HR GREEN HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS,

THIS 2ND DAY OF MAY, 2024

Bernard J. Bauer
BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799
LICENSE EXPIRATION DATE: 11/30/2024



NO.	DATE	BY	REVISION DESCRIPTION
1	02/19/24	BJB	PER EEL COMMENTS

Illinois Professional Design Firm # 184-001322
2363 Seneca Drive, Suite 101
Aurora, Illinois 60506
t. 630.553.7560 f. 630.553.7546
www.hrgreen.com



PLAT OF EASEMENT
OF PART OF 9719 E. SCHOOLHOUSE ROAD
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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

DRAWN BY: BJB
APPROVED: MD
JOB DATE: 01/17/2024
JOB NO: 211034.01

SHEET
1 OF 1

Owner Rainy Land Investments, LLC
Address 9433 Route 126
Yorkville, Illinois 60560

County Kendall
P.I.N. Nos. 05-04-126-005
05-04-~~1~~126-006

TEMPORARY CONSTRUCTION EASEMENT

Rainy Land Investments, LLC, an Illinois limited liability company, (the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledges and represents that Grantor owns the fee simple title to and grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees (Grantee), a temporary construction easement for the purpose of construction of a watermain and appurtenances thereto (the "Project"), on, over, and through the real estate legally described on Exhibit A attached hereto (the "Premises").

The right, easement, and privilege granted herein shall terminate three (3) years from the execution of this document, or on the completion of the Project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for the watermain. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 4th day of June, 2024.

By: _____

Signature

Ken Buckman
Printed Name

By: _____

Signature

Printed Name

Printed Name

State of Illinois)
) ss
County of Kendall)

I, Jessica G. Whitaker, a Notary Public in and for the County and State aforesaid, do hereby certify that Ken Buckman, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of June, 2024.

Jessica G. Whitaker
Notary Public



State of Illinois)
) ss
County of Kendall)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public

This instrument was prepared by:
Kathleen Field Orr
1804 N Naper Blvd., Suite 350
Naperville, Illinois 60563

After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

Owner Rainy Land Investments, LLC
Address 9433 Route 126
Yorkville, Illinois 60560

County Kendall
P.I.N. Nos. 05-04-126-005
05-04-126-006

PERMANENT EASEMENT

Rainy Land Investments, LLC, an Illinois limited liability company, (the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, represents and warrants that Grantor owns the fee simple title to and hereby grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successor and assignees (the "Grantee"), a permanent easement for the purpose of construction and maintenance of a water main and all appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above conveyance and acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for the watermain. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 4th day of June, 2024.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 4th day of June, 2024.

By: [Signature]
Signature

New Buchanan
Printed Name

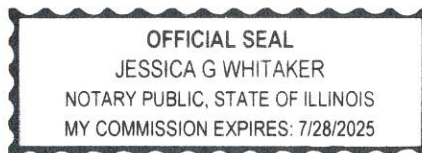
By: _____
Signature

State of Illinois)
) ss
County of Kendall)

I, Jessica G. Whitaker, a Notary Public in and for the County and State aforesaid, do hereby certify that Ken Buckman, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of June, 2024.

Jessica G. Whitaker
Notary Public



State of Illinois)
) ss
County of Kendall)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public

This instrument was prepared by:
Kathleen Field Orr
1804 N Naper Blvd., Suite 350
Naperville, Illinois 60563

After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560



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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2024-59

Agenda Item Summary Memo

Title: 2023 Water Main Replacement – Contract A – Change Order No. 2 (Final Balancing)

Meeting and Date: City Council – July 23, 2024

Synopsis: Consideration of Change Order No. 2 – Final

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-59

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Erin Willrett, Assistant City Administrator
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: June 17, 2024
Subject: 2023 Water Main Improvements – Contract A

The purpose of this memo is to present Change Order No. 2 (Final Balancing) for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and Performance Construction and Engineering, LLC entered into an agreement for a Contract value of **\$1,799,287.00** for the above referenced project. Subsequent change orders increased the Contract value to **\$1,827,193.00**.

Questions Presented:

Should the City approve Change Order No. 2 (Final Balancing) which would **decrease** the contract amount by \$3,365.18.

Discussion:

Please see the attached summary spreadsheet.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 2 (Final Balancing) in the amount of \$3,365.18.

CHANGE ORDER

Order No. 2 (Final Balancing)

Date: July 16, 2024

Agreement Date: March 28, 2023

NAME OF PROJECT: 2023 Water Main Improvements – Contract A

OWNER: United City of Yorkville

CONTRACTOR: Performance Construction & Engineering, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$1,799,287.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$1,827,193.00

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: \$3,365.18

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,823,827.82

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for substantial completion for all work except restoration

The date for completion for all work will be

Justification

Please see attached spreadsheet. Quantities based on final measurement in the field.

Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: Performance Construction & Engineering, LLC.

PAYABLE TO: Performance Const & Eng, LLC
ADDRESS: 217 W. John Street, Plano, IL 60545

ENGINEERS PAYMENT ESTIMATE NO. 6
2023 WATER MAIN IMPROVEMENTS - CONTRACT A
UNITED CITY OF YORKVILLE

PAY PERIOD
FROM: 12/11/2023 TO: 6/11/2023

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
1	TREE REMOVAL (OVER 15 UNITS DIAMETER)	EACH	2	\$ 1,500.00		2.0	\$ 750.00	0.0	\$ -	0.0	\$ -
2	TREE ROOT PRUNING	EACH	14	\$ 3,500.00			\$ 250.00	0.0	\$ -	14.0	\$ 3,500.00
3	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 7,500.00			\$ 7,500.00	0.0	\$ -	1.0	\$ 7,500.00
4	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	8	\$ 40,000.00			\$ 5,000.00	0.0	\$ -	8.0	\$ 40,000.00
5	CONNECTION TO EXISTING WATER MAIN, 4-INCH	EACH	1	\$ 4,000.00			\$ 4,000.00	0.0	\$ -	1.0	\$ 4,000.00
6	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	1,507	\$ 241,120.00		24.5	\$ 160.00	0.0	\$ -	1482.5	\$ 237,200.00
7	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	4,466	\$ 535,920.00		174.5	\$ 120.00	0.0	\$ -	4291.5	\$ 514,980.00
8	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 4-INCH	EACH	1	\$ 4,500.00			\$ 4,500.00	0.0	\$ -	1.0	\$ 4,500.00
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	18	\$ 99,000.00			\$ 5,500.00	0.0	\$ -	18.0	\$ 99,000.00
10	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	4	\$ 28,000.00			\$ 7,000.00	0.0	\$ -	4.0	\$ 28,000.00
11	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	16	\$ 120,000.00			\$ 7,500.00	0.0	\$ -	16.0	\$ 120,000.00
12	FIRE HYDRANT TO BE REMOVED	EACH	9	\$ 2,250.00	4.0		\$ 250.00	0.0	\$ -	13.0	\$ 3,250.00
13	DUCTILE IRON FITTINGS	LB	9,246	\$ 924.60		3527.0	\$ 0.10	0.0	\$ -	5719.0	\$ 571.90
14	WATER MAIN PROTECTION, PVC C-900, 12-INCH	LF	30	\$ 2,250.00		30.0	\$ 75.00	0.0	\$ -	0.0	\$ -
15	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 500.00		50.0	\$ 10.00	0.0	\$ -	0.0	\$ -
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 500.00		50.0	\$ 10.00	0.0	\$ -	0.0	\$ -
17	FOUNDATION MATERIAL	CY	100	\$ 1,000.00		100.0	\$ 10.00	0.0	\$ -	0.0	\$ -
18	EXPLORATORY EXCAVATION	EACH	4	\$ 400.00		3.0	\$ 100.00	0.0	\$ -	1.0	\$ 100.00
19	WATER SERVICE CONNECTION, 1-INCH	EACH	82	\$ 262,400.00		1.0	\$ 3,200.00	0.0	\$ -	81.0	\$ 259,200.00
20	WATER SERVICE PIPE, 1-INCH PEX	LF	3,045	\$ 15,225.00	125.0		\$ 5.00	0.0	\$ -	3170.0	\$ 15,850.00
21	TEMPORARY WATER SERVICE (SPECIAL)	EACH	2	\$ 7,000.00			\$ 3,500.00	0.0	\$ -	2.0	\$ 7,000.00
22	VALVE VAULT TO BE ABANDONED	EACH	9	\$ 3,600.00			\$ 400.00	0.0	\$ -	9.0	\$ 3,600.00
23	VALVE BOX TO BE ABANDONED	EACH	10	\$ 1,000.00			\$ 100.00	0.0	\$ -	10.0	\$ 1,000.00
24	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	5	\$ 3,750.00		4.0	\$ 750.00	0.0	\$ -	1.0	\$ 750.00
25	STORM SEWER REMOVAL AND REPLACEMENT WITH GASKETED 12" RCP	LF	161	\$ 8,050.00		92.0	\$ 50.00	0.0	\$ -	69.0	\$ 3,450.00
26	STORM SEWER REMOVAL AND REPLACEMENT, 10" CMP	LF	28	\$ 1,120.00		28.0	\$ 40.00	0.0	\$ -	0.0	\$ -
27	STORM SEWER REMOVAL AND REPLACEMENT, 12" CMP	LF	594	\$ 26,730.00	36.0		\$ 45.00	0.0	\$ -	630.0	\$ 28,350.00
28	STORM SEWER REMOVAL AND REPLACEMENT, 15" CMP	LF	28	\$ 1,400.00		28.0	\$ 50.00	0.0	\$ -	0.0	\$ -
29	STORM SEWER REMOVAL AND REPLACEMENT, 10" HDPE	LF	25	\$ 875.00	9.0		\$ 35.00	0.0	\$ -	34.0	\$ 1,190.00
30	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	10	\$ 7,500.00			\$ 750.00	0.0	\$ -	10.0	\$ 7,500.00
31	INLET PROTECTION	EACH	7	\$ 1,400.00		2.0	\$ 200.00	0.0	\$ -	5.0	\$ 1,000.00
32	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 10,000.00			\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00
33	HOT-MIX ASPHALT PATCHING, 4" (SPECIAL)	SY	310	\$ 12,400.00	947.0		\$ 40.00	0.0	\$ -	1257.0	\$ 50,280.00
34	HOT-MIX ASPHALT PATCHING, 6"	SY	1,130	\$ 58,760.00	315.0		\$ 52.00	73.0	\$ 3,796.00	1445.0	\$ 75,140.00
35	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	110	\$ 6,600.00		41.2	\$ 60.00	28.3	\$ 1,698.00	68.8	\$ 4,128.00
36	SIDEWALK REMOVAL	SF	494	\$ 988.00	217.6		\$ 2.00	97.6	\$ 195.20	711.6	\$ 1,423.20
37	PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH	SF	494	\$ 5,434.00	217.6		\$ 11.00	97.6	\$ 1,073.60	711.6	\$ 7,827.60
38	DETECTABLE WARNING	SF	16	\$ 560.00	8.0		\$ 35.00	3.6	\$ 126.00	24.0	\$ 840.00
39	AGGREGATE SHOULDER, 2"	SY	28	\$ 840.00		28.0	\$ 30.00	0.0	\$ -	0.0	\$ -
40	HOT-MIX ASPHALT DRIVEWAY REMOVAL	SY	1,260	\$ 12,600.00	927.8		\$ 10.00	24.8	\$ 248.00	2187.8	\$ 21,878.00
41	HOT-MIX ASPHALT DRIVEWAY 3-INCH	SY	1,260	\$ 31,500.00		346.2	\$ 25.00	24.8	\$ 620.00	913.8	\$ 22,845.00
42	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SY	250	\$ 3,500.00	64.6		\$ 14.00	58.6	\$ 820.40	314.6	\$ 4,404.40
43	PORTLAND CEMENT CONCRETE DRIVEWAY 6-INCH	SY	250	\$ 23,000.00	64.6		\$ 92.00	58.6	\$ 5,391.20	314.6	\$ 28,943.20
44	FENCE TO BE REMOVED AND RESET	LF	87	\$ 3,480.00			\$ 40.00	87.0	\$ 3,480.00	87.0	\$ 3,480.00
45	MAILBOX TO BE REMOVED AND RESET	EACH	20	\$ 3,000.00	11.0		\$ 150.00	0.0	\$ -	31.0	\$ 4,650.00
46	SIGN TO BE REMOVED AND RESET	EACH	10	\$ 1,500.00		7.0	\$ 150.00	0.0	\$ -	3.0	\$ 450.00
47	LANDSCAPING TO BE REMOVED AND RESET	EACH	5	\$ 2,500.00		5.0	\$ 500.00	0.0	\$ -	0.0	\$ -
48	RESTORATION	SY	11,940	\$ 119,400.00	179.0		\$ 10.00	0.0	\$ -	12119.0	\$ 121,190.00
49	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 40,310.40			\$ 40,310.40	0.00	\$ -	1.00	\$ 40,310.40
50	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 30,000.00	4546.12		\$ 1.00	0.0	\$ -	34546.12	\$ 34,546.12
BID VALUE AWARDED:				\$ 1,799,287.00	VALUE COMPLETED - THIS REQUEST:				\$ 17,448.40	- TO DATE:	\$ 1,823,827.82

MISCELLANEOUS ADDITIONS TO THE PROJECT AT THE CITY'S DISCRETION (PAY ITEM 50)				QUANTITY	UNIT PRICE	VALUES
1	WATER SERVICES TO HILLCREST NURSING HOME (AUP)	2	\$ 13,953.00	\$		27,906.00
2	T&M REPAIR OF FAILED EXISTING WATER MAIN ON 8/30/2023	1	\$ 2,321.61	\$		2,321.61
3	T&M REPAIR OF EXISTING 8-INCH LEAKING VALVE	1	\$ 4,318.51	\$		4,318.51
4						
5						

DEBITS				VALUES
1	PAY ESTIMATE 1			\$ 483,811.02
2	PAY ESTIMATE 2			\$ 613,963.89
3	PAY ESTIMATE 3			\$ 298,895.36
4	PAY ESTIMATE 4			\$ 319,390.18
5	PAY ESTIMATE 5			\$ 71,290.81

ENGINEERING ENTERPRISES, INC.
52 WHEELER ROAD
SUGAR GROVE, ILLINOIS 60554

SUMMARY	
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 1,823,827.82
DEDUCT RETAINAGE (0%)	\$ -
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 1,823,827.82
TOTAL DEBITS	\$ 1,787,351.26
NET AMOUNT DUE - THIS PAYMENT	\$ 36,476.56

PREPARED BY: _____

APPROVED BY: _____



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

Mayor's Report #1

Tracking Number

PZC 2024-15 & EDC 2024-41

Agenda Item Summary Memo

Title: Cyrus One PUD Agreement Changes

Meeting and Date: City Council – July 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: CC – 7/9/24 Action Taken: Ordinance passed and PUD agreement approved.

Item Number: PZC 2024-15 & EDC 2024-41

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC: Kathleen Field Orr, Attorney
Date: July 18, 2024
Subject: Cyrus One PUD Agreement Changes

Summary

Review of two changes to the Cyrus One PUD agreement, as authorized by staff prior to execution.

Background

This item was last discussed by the City Council at the July 9th meeting. At that meeting, the City Council approved the Cyrus One PUD agreement and granted staff the authority to make changes to the document post City Council approval. This authority was granted with the intent to assist the property closing timing considerations from Green Door / Yorkville Nexus and Cyrus One. That property transaction successfully closed on Wednesday, July 17th.

Between the July 9th City Council meeting and property closing, the City staff authorized two changes to the document. Both changes are highlighted in track changes format and attached to this memo. The first change effectuates the City Council in-meeting discussion about Cyrus One covering 50% of the cost of all easement acquisition and utility pole relocation related to the Faxon Road and Beecher Road improvements. The second change is an offshoot of the first change, and clarifies that Cyrus One will not have to cover a 15% contingency calculation for easement acquisition and utility relocation for those roadway improvements. The 15% contingency will still apply to the construction and construction engineering costs of the roadway improvements. Practically, the City will not need contingency on those easement acquisition and utility relocation figures because Cyrus One likely will have fully paid for those costs long-before the City moves into the construction phase.

Recommendation

This is an informational item. The Cyrus One PUD has been fully executed per the motion granting staff authority to make amendments to the document at the July 9th City Council meeting.

Planned Unit Development
Agreement By and Between The
United City of Yorkville and
C1 Yorkville LLC

This Planned Unit Development Agreement by and between the United City of Yorkville, Kendall County, Illinois and C1 Yorkville, LLC, a limited liability company of the State of Delaware is entered into this ____ day of _____, 2024.

Article 1. Preambles

1.1 The United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Project. C1 Yorkville LLC, a limited liability company of the State of Delaware (the “Developer”) is the contract purchaser of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “Subject Property”) upon which the Developer intends to develop a secured data center campus (the “Project”). The Project is generally depicted on the site plan attached hereto as Exhibit A (the “Site Plan”) and consists of nine buildings, six stormwater basins and an onsite electrical substation to be constructed in phases over a period of up to twenty (20) years.

1.3 Zoning. The Subject Property is zoned M-2 General Manufacturing District. A data center and an electrical substation are permitted “Energy Industrial Uses” in the M-2 District.

1.4 The Planned Unit Development. Under the City’s Unified Development Ordinance (“UDO”), any development encompassing four (4) or more acres shall be approved as a planned unit development. The Developer has submitted an application for a special use planned unit development for the Project (the “Application”). The Application includes thirteen proposed variations which may be allowed under the UDO if (i) such deviations are compatible with surrounding development and, (ii) such deviations are justified through the provision of tangible benefits to the City. The City has reviewed the Application and found it to be complete and consistent with the purpose and intent of the planned unit development regulations. The Project requires the extension of a watermain and sanitary sewer service to the Subject Property thereby benefiting future development within the City and the Project is compatible with the surrounding agricultural use, distribution center and ComEd transfer station.

Article 2. Development Standards

2.0 PUD Approval. The City has reviewed the Developer’s Application and found it to be complete. The Project is consistent with the purpose and intent of the planned unit development regulations; facilitating a unified development that is consistent with the City’s plans and policies for industrial development in the Eldamain Road corridor. The Project includes the construction of regional utility improvements that provide tangible benefits to the City, thereby providing necessary justification for the modifications to standards as required under the UDO. The Project

meets the standards for the approval of a special use, the additional standards of review for a planned unit development, and the standards for approval of variations under the planned unit development. The City hereby approves a special use for a planned unit development with specified variations for the Subject Property as generally depicted on the Site Plan, subject to the terms more specifically herein set forth.

2.1 Energy Industrial Uses. A data center is classified as an "Energy Industrial Use" pursuant to Table 10-3-12(B) of the UDO. Section 10-4-10 of the UDO is reserved for additional regulations applicable to Energy Industrial Uses. The Developer has requested and the City hereby agrees that any future standards adopted to further regulate Energy Industrial Uses shall be waived and not applicable to the Subject Property.

2.2 Terms for Construction. The Developer has advised the City of its intent to construct the Project over a twenty (20) year period and has submitted a preliminary phasing plan to the City, attached hereto as Exhibit B (the "*Phasing Plan*"). The City hereby approves the Phasing Plan. Developer's reimbursement of the City for construction costs associated with the public utility improvements necessary to facilitate the Development of the Subject Property, which shall occur pursuant to the terms of a separate agreement by and between the Parties, shall satisfy any timing obligation of Developer under the UDO to apply for final plat or plan approvals, to apply for a building permit, or otherwise.

2.3 Building Setbacks. The Developer has requested and the City hereby approves modification of required building setbacks as established by the UDO for the Subject Property. Setbacks shall apply only to the perimeter of the Subject Property with Eldamain Road being deemed the "front yard" and Beecher Road being deemed the "rear yard". The front yard setback shall be one hundred fifty (150) feet from the existing Eldamain Road right-of-way. The rear yard setback shall be sixty (60) feet from the Beecher Road right-of-way. The side yard setback, measured to the north and south lines of the Subject Property, shall be fifty (50) feet. In anticipation of possible resubdivision of the Subject Property into individual lots, the City agrees to a zero (0) lot line for all structures to be platted within the interior of the Subject Property. Moreover, the City hereby agrees that lots within the PUD shall not be required to abut a public street. The building setbacks established in this paragraph shall apply exclusively to buildings. Fences, signage, drive aisles, parking spaces, and other improvements to the Subject Property are expressly permitted within the defined setbacks.

2.4 Parking Requirements. Pursuant to the City's UDO, .3 parking spaces are required per 1000 square feet net floor space for industrial developments. The City hereby grants the Developer's request of .2 parking spaces per 1000 square feet net floor area. Developer may pay a fee-in-lieu of constructing required parking spaces, provided that the total number of parking spaces at build-out is not less than four hundred (400) (inclusive of ADA spaces) and that a minimum of ten (10) parking spaces are equipped with electrical vehicle charging stations. Any fee-in-lieu of parking shall be based on the number of spaces not constructed, shall be consistent with prevailing fees charged by the City, and shall be payable as a condition to the issuance of the building permit for the ninth building.

2.5 Access to the Subject Property. The City Engineer has approved and the City hereby agrees to the Developer's proposal for two (2) points of access to the Subject Property, one (1)

off of Eldamain and one (1) off of Faxon Road, as generally depicted on the Site Plan. The Project shall be developed with private roads or private drive aisles which may be secured to restrict access into/through the Subject Property. The City hereby waives requirements for vehicular cross access in light of the private roads and secured nature of the campus as depicted on the Site Plan. Where access is gated or otherwise restricted, Developer shall work with emergency service providers to ensure access via a Knox box or such other means as may be agreed upon between the parties.

2.6 Pedestrian Circulation. The City's UDO requires connections between off-street parking, on-site pedestrian circulation systems, and existing and future planned trails. The Project shall incorporate walkways between parking areas and building entrances within the Subject Property. The City hereby waives any requirement with respect to public access or external pedestrian connections in light of the private roads and secured nature of the campus as depicted on the Site Plan.

2.7 Off Street Loading. No more than one (1) loading space shall be required per building.

2.8 Landscaping. The City's UDO establishes standards for landscape improvements for the Project. In light of the secured nature of the campus, the Parties have agreed to emphasize external Transition Zone plantings in lieu of other planting requirements internal to the Subject Property. Along Eldamain, Faxon, and Beecher roadway frontages, the Developer shall install landscape material consistent with the Transition Zone Type D Standards as generally depicted on the Landscape Plan attached hereto as Exhibit C (the "*Landscape Plan*"). The Parties acknowledge and agree that the aforementioned Transition Zone landscape standards are above and beyond the requirements of the UDO and in light of Developer's agreement to install said Transition Zone landscaping, the City hereby waives all other landscape requirements under Section 10-5-3 of the Code.

2.9 Mechanical Screening and Fencing. In light of the setbacks and the landscape screening that Developer has voluntarily incorporated into the Project, the City hereby agrees to waive visual screening requirements pursuant to Section 10-5-4 of the UDO. Notwithstanding the foregoing, the Parties acknowledge and agree that the Project is subject to the requirements of the City's Noise Ordinance, Title 4, Chapter 4 of the City Code. As a condition to the issuance of a Building Permit for each building, the Developer shall submit to the City a sound study to be reviewed by a third-party sound engineer hired by the City. The sound study shall evaluate the proposed mechanical equipment for each building and model sound levels as regulated by the Noise Ordinance. The City shall have no obligation to issue a Building Permit until the applicable sound study identifies necessary and appropriate sound attenuation, if required, necessary to comply with the Noise Ordinance. The Developer shall be required to install sound attenuation as may be required by the sound study to comply with the Noise Ordinance.

2.10 Lots; Street Design. The City hereby waives the requirement in Section 10-7-2 of the UDO that all lots shall front or abut on a public street. The City also waives the street design standards set forth in Section 10-7-3 of the UDO. Said waivers are granted in consideration of the security contemplated for the Project and the restricted nature of access internal to the Subject Property. Due to the restricted nature of access to the Project, the City reserves the right to issue a single site address for the Subject Property off Eldamain Road.

2.11 Appearance Standards. The Developer has submitted prototype building elevations for the Project, a copy of which is attached hereto as Exhibit D (the "*Building Elevations*"). The Building Elevations are representative of architectural design and building materials to be utilized for the Project but are not intended to be an exact depiction of any building that may be constructed as part of the Project. The Developer shall provide updated elevations with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The City shall approve updated elevations which are consistent with the quality and character of the Building Elevations. The City hereby waives the requirements of Section 10-5-8-c-4b.(2) of the UDO requiring recesses, projections, windows, and other ornamental/architectural features due to the setbacks of the buildings from the abutting roads and the Developer's obligations for the landscaping as provided in Section 3.2.

2.12 Signage. The Developer shall install a monument sign on Eldmain Road at the entrance to the Project. The Developer may install a monument sign on Faxon Road at the entrance to the Project. The monument signs shall comply with the requirements of Section 10-6 of the UDO. Developer may install wall signs as permitted under Section 10-6 of the UDO.

2.13 Lighting. The Developer agrees to submit to the City for its approval a photometric plan along with manufacturer's cut sheets of the proposed lighting standards to be installed within the parking area of the Subject Property. The photometric plan shall be provided with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The Project shall be required to comply with applicable outdoor lighting standards pursuant to Section 10-5-7 of the UDO.

Article 3. Developer Obligations

3.1 Permits. The Developer covenants and agrees to obtain all required permits for the development of the Project and to construct all improvements in accordance with applicable City ordinances and all permits as issued. The Developer further agrees to obtain all approvals and permits from any other governmental units or agencies as may be required in connection with the construction and operation of the Project.

3.2 Engineering and Roadway Reconstruction. Under the UDO the Developer is responsible for rebuilding Faxon Road ("Faxon Road Improvements") and Beecher Road ("Beecher Road Improvements") across the frontage of the Subject Property (collectively the "Road Improvements"). The Road Improvements shall be constructed pursuant to the cross section attached hereto as Exhibit E. A preliminary cost estimate for the Road Improvements is attached hereto as Exhibit F. In lieu of Developer completing the design and physical construction of said Road Improvements, the City has agreed to design and construct the Road Improvements subject to Developer's payment of the costs incurred by the City.

The City shall complete construction of the Road Improvements, less the surface course, by August 31, 2025. Upon execution of the contract for the engineering design of the Roadway Improvements the City shall send notice of same along with a copy of the design contract to Developer. Developer shall pay to the City the cost of the engineering design for the Road Improvements within thirty (30) days of receipt of the contract therefor. The City agrees to use

best efforts to design the Road Improvements to minimize disturbance of existing utilities (i.e. ComEd poles on Beecher Road) and without requirement for additional right-of-way acquisition. Should the City incur costs associated with the acquisition of right-of-way or should the City incur costs with respect to relocation of existing utilities, the Developer shall be responsible for fifty percent (50%) of said costs. The City shall provide Developer a courtesy copy of 30% design drawings for the Road Improvements and of the 90% design drawings along with an updated estimate of construction costs for each.

Commented [JB1]: 1st amendment per Kathy Field Orr with the direction from the Council at the 7/9/24 City Council meeting.

When the City finalizes the contract for construction of the Road Improvements the City shall provide Developer a copy of the final construction contract and an invoice for Developer's share of the anticipated cost to construct the Road Improvements. The invoice shall reflect the contracted cost for construction of the Road Improvements less: i) sums contributed by a third party toward construction of improvements to the same section of roadway; and ii) any costs for which Developer is not responsible (the product of which calculation is the "Developer's Road Cost"). The Developer's Road Cost shall be multiplied by 115% (cost of right-of-way acquisition shall be excluded from the 15% contingency calculation) to account for contingencies (the "Pre-Construction Estimate"). Developer shall pay the Pre-construction Estimate to the City within 30 days of the receipt of the invoice therefore.

Commented [JB2]: 2nd amendment per Russell Whitaker on 7/15/24

The City's construction of the Road Improvements shall be "Substantially Complete" upon installation of the binder course. Upon Substantial Completion, the City shall provide Developer an accounting of final costs associated with its construction of the Road Improvements (the "Final Accounting"). The Final Accounting shall include 115% of the cost to be incurred for the installation of the final surface course. If the Final Accounting, including the 115% for the cost for the final surface course, shows that the Pre-Construction Estimate paid by Developer was greater than the actual costs incurred by the City for the Developer was responsible, then the City shall reimburse Developer the difference. If the Final Accounting shows that the Pre-Construction Estimate paid by Developer was less than the actual costs incurred by the City for which Developer was responsible, then the City shall issue a final invoice reflecting the balance due from Developer and Developer shall remit payment therefore within thirty days.

(c) Eldamain Road. Eldamain Road is under the jurisdiction of Kendall County. Developer shall secure a permit from Kendall County for the construction of necessary road improvements at the intersection of Eldamain Road and the primary entrance to the Subject Property. Said road improvements to be permitted by Kendall County shall be constructed pursuant to the schedule required by Kendall County. The City anticipates that the County will required a traffic impact study to permit the access off Eldamain. In the event that a traffic impact study is required, Developer shall provide the City a courtesy copy of the study and any revisions to the study.

3.3 Dedications. The City acknowledges that it has already secured necessary and appropriate right-of-way dedications associated with the development of the Subject Property. The City agrees that it shall not require any additional right-of-way dedications associated with the development of the Subject Property. The City makes no representation with respect to any right-of-way dedication that may be required by Kendall County associated with the improvement of Eldamain Road.

3.4 Maintain Improvements in Good and Clean Condition. The Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by the Developer, 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 the Developer or any agent of or contractor hired by, or on behalf of the 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, the Developer.

3.5 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 of the Project or use of any portion of the Subject Property 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.

3.6 Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected, appointed officials, and employees (collectively the "City Parties") from any and all third-party claims that may asserted against the City 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.

Article 4. City Obligations

4.1 Challenges. In the event of any challenge to the City's annexation or zoning of the Subject Property, the City agrees that, in cooperation with the Developer, the City shall undertake such process as is necessary and appropriate to correct any deficiency associated with the annexation or zoning of the Subject Property. In such event, the City agrees that the Parties shall not be required to await adjudication of any such challenge, but that the Parties should proactively undertake such process as is necessary to reapprove the annexation and zoning on terms consistent with the approvals set forth herein.

4.2 City Assistance. The City agrees to cooperate and provide any reasonable assistance requested by Developer in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property as long as the Developer reimburses whatever costs and expenses the City incurs in providing assistance. The City will cooperate with Developer's specified vendors to assert applicable tax exemptions relating to purchase of materials to be incorporated into the public improvements, consistent with the Illinois Department of Revenue Regulations, the Retailers' Occupation Tax and with all requirements of law (including providing the City's form tax exempt letter as may be required).

4.3 UDO Freeze. For the term of this Agreement no amendment to the UDO which imposes more stringent requirements on the development or use of the Subject Property shall be applicable to the Subject Property. Upon the expiration of this Agreement pursuant to terms set forth in this Agreement, the Subject Property shall be governed by the underlying M-2 zoning as

modified by the approved planned unit development and shall be subject to the prevailing terms of the City's Code.

4.4 **Equal Treatment.** The City acknowledges that Developer is making a substantial up-front investment in the Subject Property in consideration of the rights herein granted to construct multiple buildings on the Subject Property over a twenty (20) year period. While the City will not freeze permit fees or building codes applicable to the Subject Property, the City hereby agrees not to impose new fees, requirements, or code provisions which would uniquely burden (i.e. not generally applicable to other commercial users) Developer's intended development, use, and operation of the Subject Property or the development, use and operation of data centers in general.

4.5 **Certificate of Occupancy.** The City shall issue a certificate of occupancy for each building constructed on the Subject Property when the building is fully capable of being served by sanitary sewers, storm sewers, water main, public/private roads, natural gas (as may be applicable), and electric utilities, and is otherwise in conformance with City Codes and other applicable state laws, and all applicable fees have been paid. The City agrees to issue temporary or conditional occupancy permits in the event that weather conditions prohibit the installation of certain subdivision improvements such as sidewalks, private drive aisles, and required landscaping.

Article 5. Term

The term of this Planned Unit Development Agreement commences and will be in full force and effect upon its execution by the parties and terminate on the first to occur: (i) development of all acreage of the Subject Property per Site Plan; or, (ii) the twentieth anniversary of the issuance by the City of the first Building Permit for the Subject Property.

Article 6. Notices

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, returned receipt requested, at the address set forth below, or (c) by email transmission, when transmitted to email address set forth below, when actually received provided that any email transmission shall be accompanied by a delivery of a written notice via first class mail to the addresses below.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:

C1 Yorkville, LLC
2820 N. Harwood Street, Suite 2200

Russell G. Whitaker III
Rosanova and Whitaker, Ltd.

Dallas, Texas 75201
Attn: Legal Department

445 Jackson Ave., Suite 200
Naperville, Illinois 60540

C1 Yorkville, LLC
Attn: Legal Department
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attn: City Administrator

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, Illinois 60563
Attn: Attorney Kathleen Field Orr

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 7. Mutual Understandings

7.0 Violations. 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 or diligently commence to cure said breach prior to the non-breaching Party's seeking of any remedy provided for herein. However, any breach by Developer reasonably determined by the City to involve health or safety issues may be the subject of immediate action by the City without notice of thirty (30) day delay. 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.

7.1 Amendments. This Agreement and the zoning applicable to the Subject Property may not be amended without the mutual consent of the Parties. Any amendment to the terms, covenants and agreements as set forth in this Planned Unit Development Agreement shall be in accordance with the provisions of Section 10-8-8G of the UDO which provides as follows:

G. Amendments to Approved Planned Unit Development.

1. **Determination of Level of Change.** Upon receiving a Planned Unit Development Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in Section 10-8-8(G)(2) below.

2. **Major Amendment.** A major amendment is any proposed change to an approved Planned Unit Development that results in one or more of the following changes:

- a. More than a ten percent (10%) increase in the square footage of the buildings;
- b. Any structure greater than 100' in height;
- c. Except as other set forth above, any deviation from the site data standards set forth on the Site Plan.
- d. Any deviation from applicable provisions of the UDO;

3. **Minor Amendment.** A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in Section 10-8-8(G)(2).

4. **Approval Processes.**

a. **Major Amendment.** A major amendment to an approved Planned Unit Development shall follow the procedure set in Section 10-8-8(F) of the UDO.

b. **Minor Amendment.**

(i) **Zoning Administrator Review.** The minor amendment shall be reviewed and approved by the Zoning Administrator.

7.2. **Governing Law.** This Planned Unit Development Agreement and the terms, provisions, and conditions herein shall be governed by and construed and enforced in accordance with the laws of the State of Illinois and if enforced by judicial proceedings, the parties agree that such proceedings shall be conducted in the Circuit Court of Kendall County, Illinois.

7.3. **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.

7.4. **Force Majeure.** In the event the performance of any covenant to be performed hereunder by a Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; global pandemic; 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.

7.5 Successor and Assigns. This Agreement shall inure to the benefit of, and be valid and binding upon, the Parties and their successors and assigns for the term of the Agreement. It is understood and agreed by the Parties hereto that in the event any part of the Subject Property is sold or conveyed at any time during the term of this Agreement, all unaccrued obligations and responsibilities of the prior title holder to said part of the Subject Property conveyed shall be released and be assumed by such purchaser of the part of the Subject Property conveyed, and the prior title holder shall be fully released from all unaccrued obligations which relate thereto. Notwithstanding the foregoing, the City shall not be required to release any Surety until the successor owner has posted replacement Surety for the improvement obligations being assumed by said successor owner, which Surety shall be in a form and amount acceptable to the City. In the event that part of the Subject Property is to be conveyed, the respective owners may enter into an agreement parsing respective obligations under this Agreement between the respective owners and the City shall not unreasonably withhold its consent to any such agreement.

7.6 Severability. 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.

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: _____

Date: _____, 2024

C1 Yorkville, LLC

By: _____

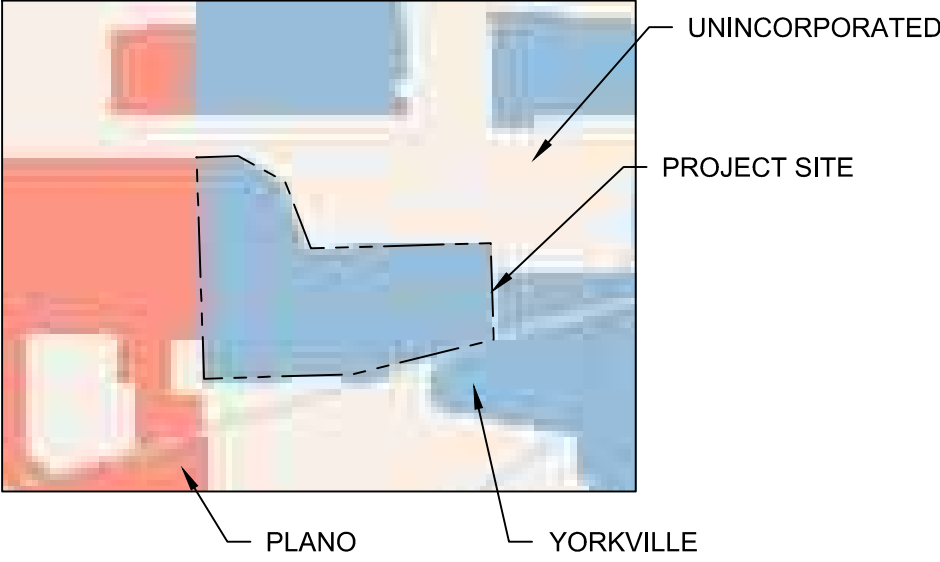
Date: _____, 2024

EXHIBIT LIST

Exhibit A-	Site Plan
Exhibit B-	Phasing Plan
Exhibit C-	Landscape Plan
Exhibit D-	Building Elevations
Exhibit E-	Roadway Cross Section
Exhibit F-	Road Improvement Cost Estimate

Exhibit A

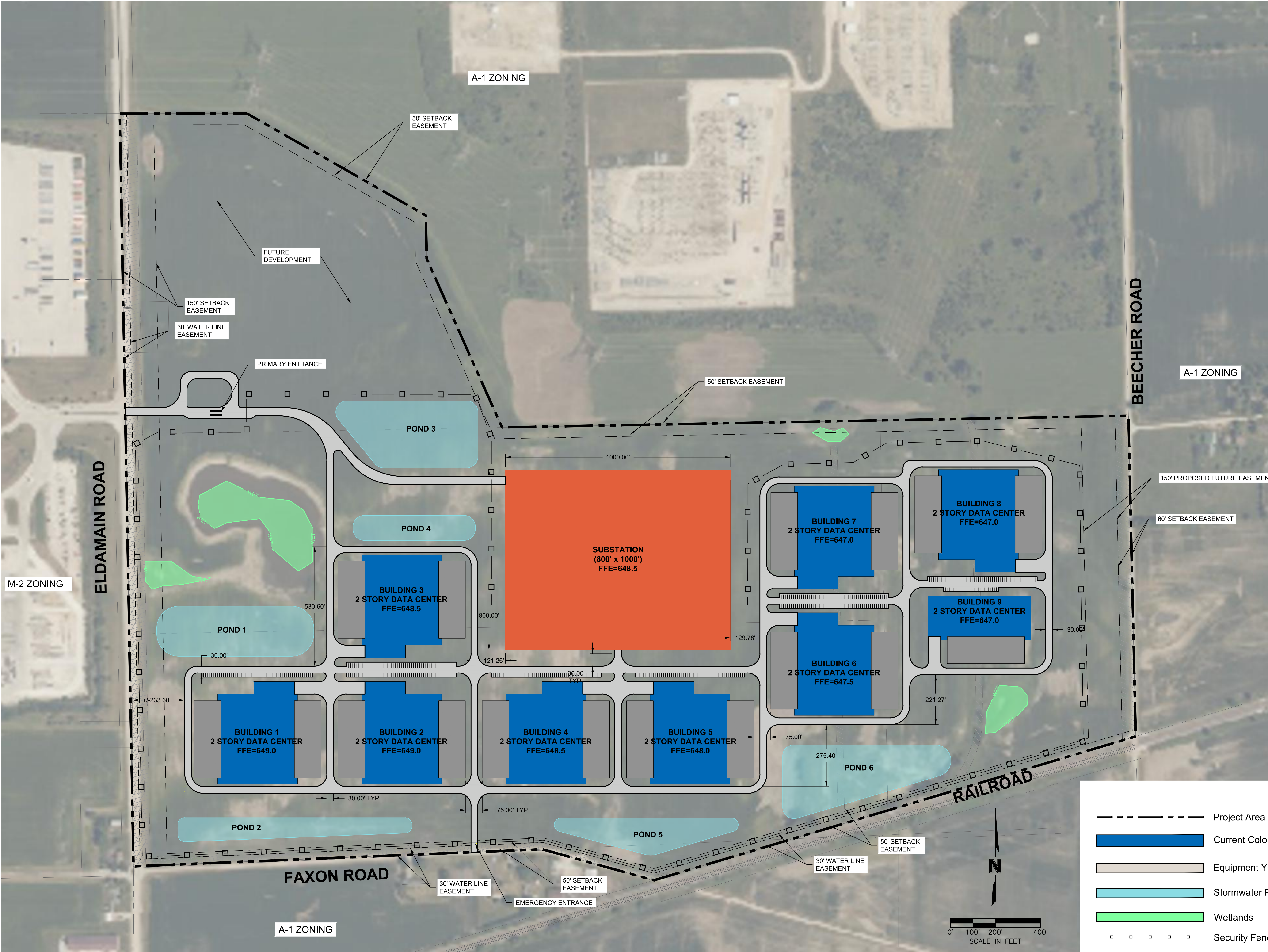
MUNICIPAL BOUNDARIES



SITE DATA	
TOTAL SITE AREA	9,956,767.47 SF (228.57 AC +/-)
MAX BUILDING HEIGHT	N/A
SETBACKS*	
FRONT (WEST) REQUIRED	25'-0"
FRONT (WEST) PROVIDED	150'-0"
REAR (EAST) REQUIRED	0'-0"
REAR (EAST) PROVIDED	60'-0"
SIDE (N + S) REQUIRED	20'-0"
SIDE (N + S) PROVIDED	50'-0"
TRANSITIONAL SIDE	N/A
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.	
PARKING	
DATA CENTER PARKING RATIO	0.2 SPACES PER 1,000 SF
REQUIRED PARKING (# SPACES)	490
PROVIDED PARKING (# SPACES)	432
ACCESSIBLE PARKING REQUIRED (# SPACES)	9
ACCESSIBLE PARKING PROVIDED (# SPACES)	27
COVERAGE	
MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85%
PROVIDED BUILDING COVERAGE	12.3%
MAXIMUM SITE COVERAGE	85%
PROVIDED SITE COVERAGE	35.6%
MAXIMUM MAX FAR	85%
PROVIDED SITE COVERAGE	24.6%

BUILDING AREAS			
BUILDING #	SIZE	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
BUILDING 1	287,400 SF	55'-0"	70'-0"
BUILDING 2	287,400 SF	55'-0"	70'-0"
BUILDING 3	287,400 SF	55'-0"	70'-0"
BUILDING 4	287,400 SF	55'-0"	70'-0"
BUILDING 5	287,400 SF	55'-0"	70'-0"
BUILDING 6	287,400 SF	55'-0"	70'-0"
BUILDING 7	287,400 SF	55'-0"	70'-0"
BUILDING 8	287,400 SF	55'-0"	70'-0"
BUILDING 9	152,000 SF	55'-0"	70'-0"
TOTAL	2,451,200 SF	N/A	N/A

Proposed Phasing Schedule			
Phase	Building#	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.



- Project Area
- Current Colo Build
- Equipment Yard
- Stormwater Pond
- Wetlands
- Security Fence

CYRUS ONE - YORKVILLE, ILLINOIS - PRELIMINARY PUD PLAN

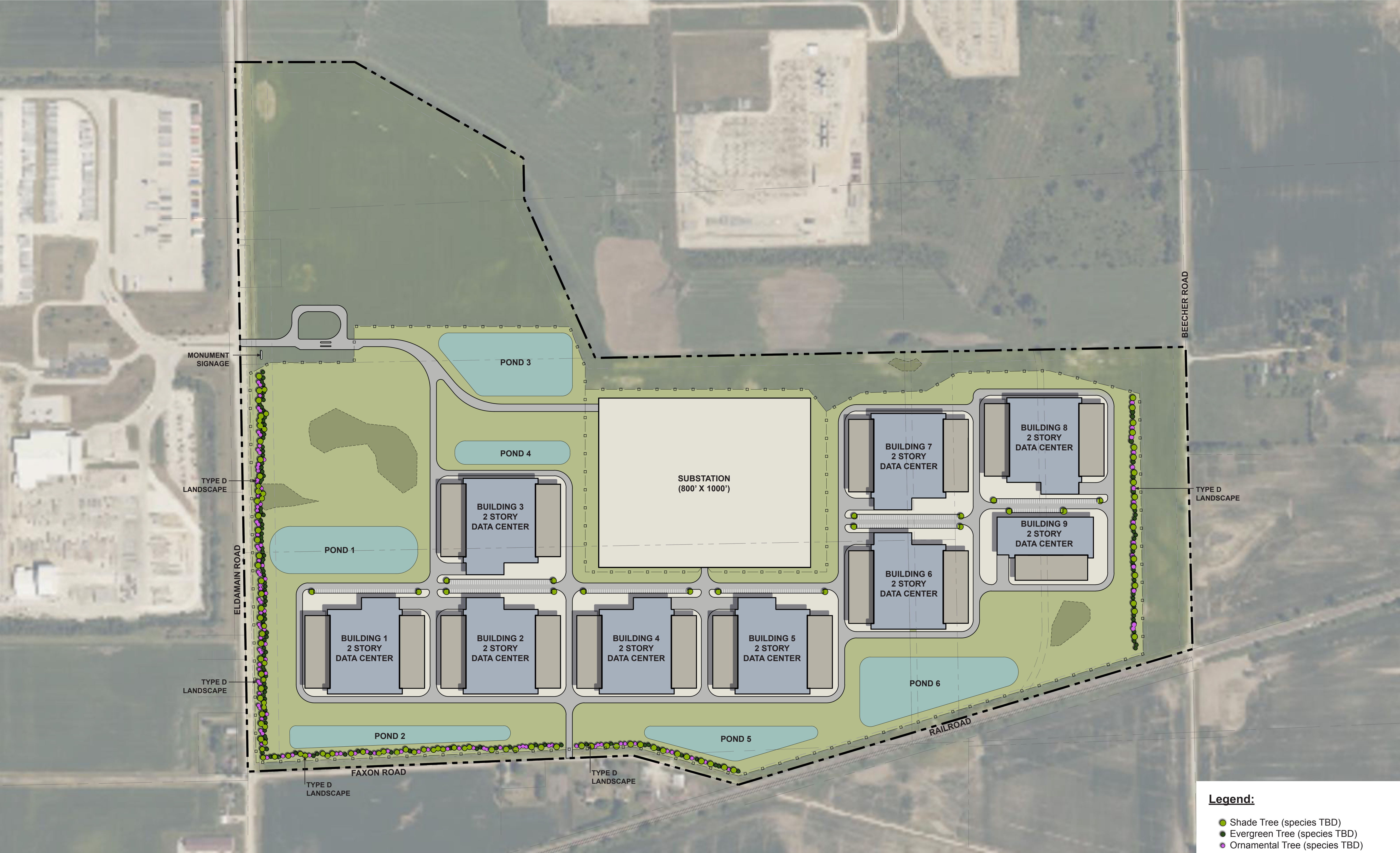
SCALE: 1" = 200' AT FULL SIZE (24x36)
DATE: May 21, 2024



Exhibit B

Phasing Plan			
Phase	Building #	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.

Note: Sequence and phasing may be revised or combined to optimize construction logistics or based on customer demand and power availability.



- Legend:**
- Shade Tree (species TBD)
 - Evergreen Tree (species TBD)
 - Ornamental Tree (species TBD)

CYRUS ONE PRELIMINARY PLAN

Yorkville, Illinois

06-06-2024 / 023-06943

Exhibit C

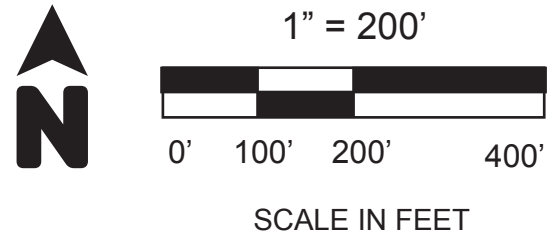
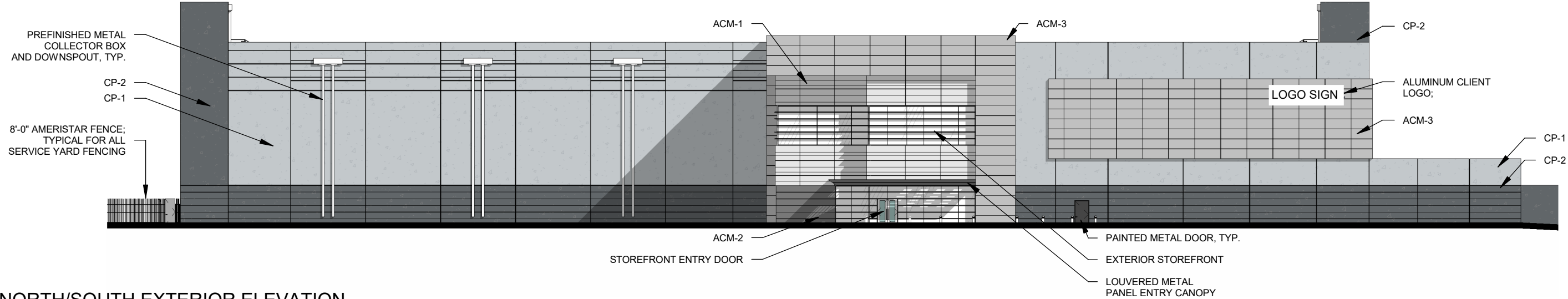
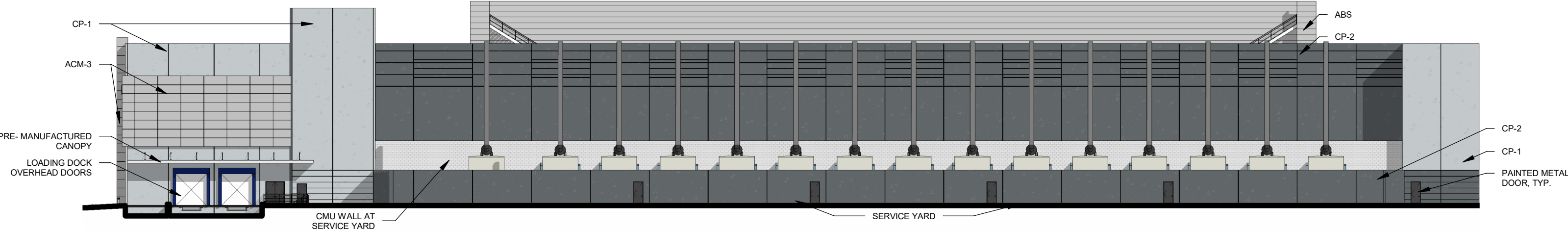


Exhibit D



2 NORTH/SOUTH EXTERIOR ELEVATION

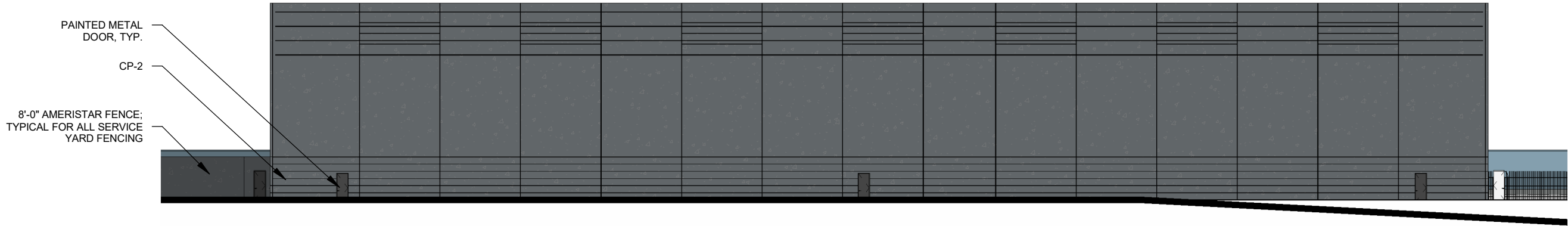


1 EAST/WEST EXTERIOR ELEVATION

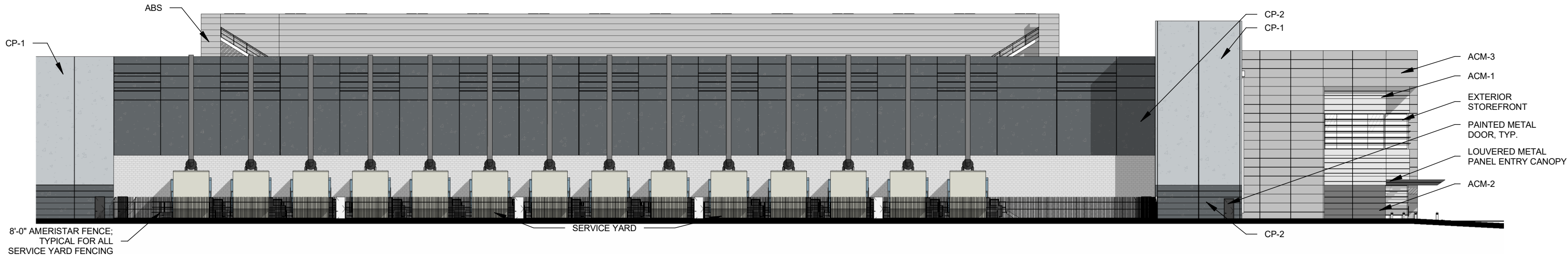
	CP-1 TILT-UP CONCRETE PANEL PAINTED SHERWIN WILLIAMS SW 7075 WEB GRAY ELASTOMERIC COATED		CP-2 TILT-UP CONCRETE PANEL PAINTED BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR ELASTOMERIC COATED		ACM-1 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MICA MNC CLEAR		ACM-2 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MZG MICA GREY		ACM-3 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES PEX PEWTER METALLIC		ABS ACOUSTIC BARRIER SCREEN WALL
---	--	---	--	---	--	---	---	---	---	---	---

EXTERIOR ELEVATIONS

--1/32" = 1'-0" --



2 NORTH/SOUTH EXTERIOR ELEVATION



1 EAST/WEST EXTERIOR ELEVATION

CP-1 | TILT-UP CONCRETE PANEL
PAINTED
SHERWIN WILLIAMS SW 7075 WEB GRAY
ELASTOMERIC COATED

CP-2 | TILT-UP CONCRETE PANEL
PAINTED
BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR
ELASTOMERIC COATED

ACM-1 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
MICA MNC CLEAR

ACM-2 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
MZG MICA GREY

ACM-3 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
PEX PEWTER METALLIC

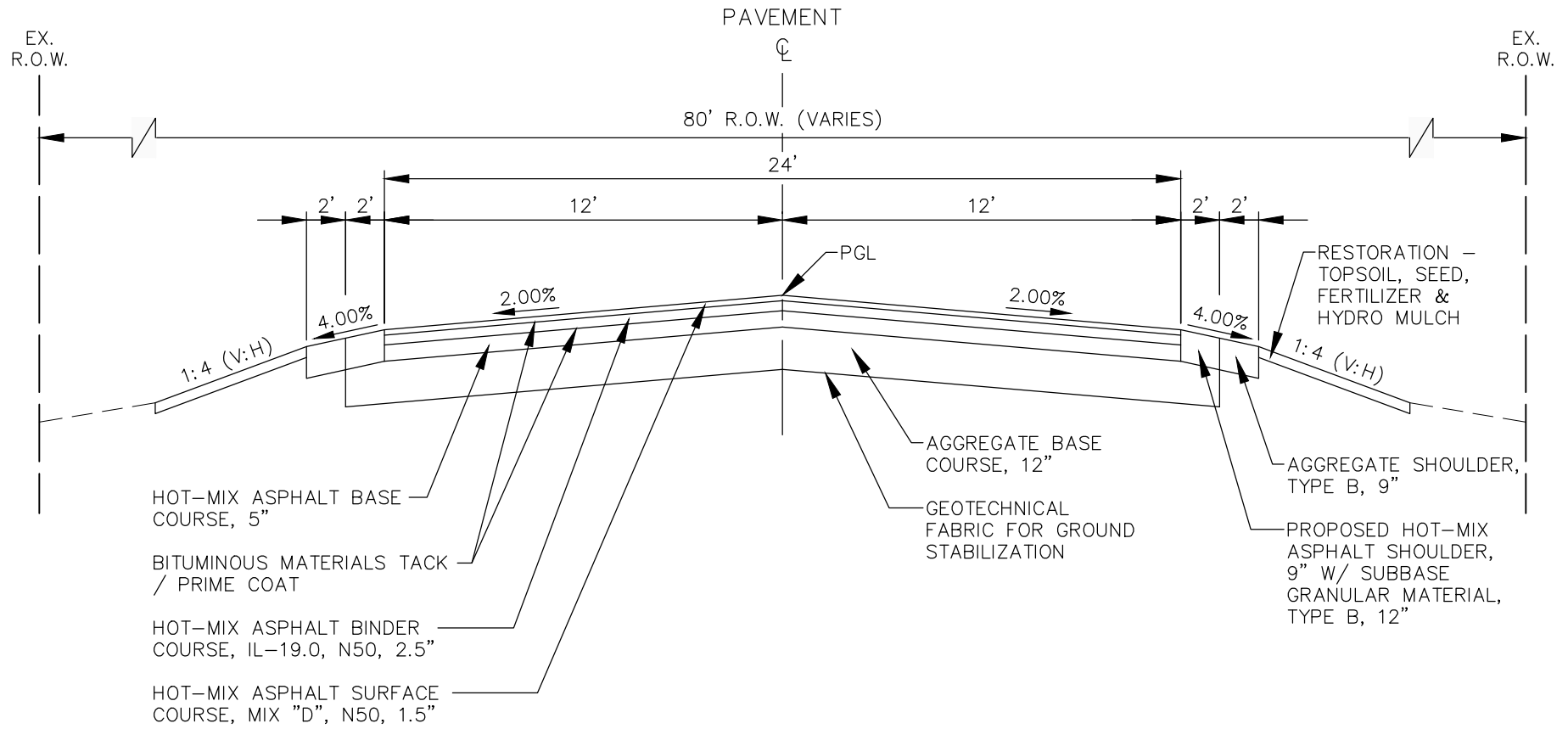
ABS | ACOUSTIC BARRIER SCREEN WALL

EXTERIOR ELEVATIONS

--1/32" = 1'-0" --

CORGAN

PROPOSED FAXON ROAD AND BEECHER ROAD PAVEMENT SECTION



CROSS SECTION



Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 — www.eeiweb.com

SCALE:
NTS

DRAWN BY:
KKP

DATE:
05/23/24

REVISED:

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Faxon Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	175	\$ 25.00	\$ 4,375.00
2	EARTH EXCAVATION	CY	5,440	\$ 40.00	\$ 217,600.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	7,510	\$ 3.00	\$ 22,530.00
4	AGGREGATE BASE COURSE, 12"	SY	7,510	\$ 22.00	\$ 165,220.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	6,215	\$ 30.00	\$ 186,450.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	5,595	\$ 0.20	\$ 1,119.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	985	\$ 90.00	\$ 88,650.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	540	\$ 100.00	\$ 54,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	1,035	\$ 20.00	\$ 20,700.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	1,035	\$ 60.00	\$ 62,100.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	9,300	\$ 1.00	\$ 9,300.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	\$ 8.00	\$ 96.00
13	PIPE CULVERT REMOVAL	FOOT	180	\$ 40.00	\$ 7,200.00
14	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	180	\$ 100.00	\$ 18,000.00
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	605	\$ 40.00	\$ 24,200.00
16	RESTORATION	SY	6,215	\$ 15.00	\$ 93,225.00
17	GRADING AND SHAPING DITCHES	FOOT	4,660	\$ 10.00	\$ 46,600.00
18	GUARDRAIL REMOVAL AND REPLACEMENT	FOOT	45	\$ 110.00	\$ 4,950.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	3	\$ 400.00	\$ 1,200.00
20	RELOCATE EXISTING MAILBOX	EACH	2	\$ 750.00	\$ 1,500.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 30,000.00	\$ 30,000.00
22	MOBILIZATION	L SUM	1	\$ 75,000.00	\$ 75,000.00
23	ELDAMAIN ROAD INTERSECTION IMPROVEMENTS	L SUM	1	\$ 300,000.00	\$ 300,000.00

SUBTOTAL \$ 1,434,015.00

CONTINGENCY (20%) \$ 287,000.00

TOTAL \$ 1,721,015.00

DESIGN ENGINEERING \$ 172,000.00

CONSTRUCTION ENGINEERING \$ 172,000.00

ROW ACQUISITION \$ 100,000.00

TOTAL PRELIMINARY COST ESTIMATE \$ 2,165,015.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation



PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Beecher Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	110	\$ 25.00	\$ 2,750.00
2	EARTH EXCAVATION	CY	3,420	\$ 40.00	\$ 136,800.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	4,725	\$ 3.00	\$ 14,175.00
4	AGGREGATE BASE COURSE, 12"	SY	4,725	\$ 22.00	\$ 103,950.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	3,910	\$ 30.00	\$ 117,300.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	3,520	\$ 0.20	\$ 704.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	565	\$ 90.00	\$ 50,850.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	340	\$ 100.00	\$ 34,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	655	\$ 20.00	\$ 13,100.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	655	\$ 60.00	\$ 39,300.00
11	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SF	125	\$ 4.00	\$ 500.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	5,860	\$ 1.00	\$ 5,860.00
13	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	48	\$ 8.00	\$ 384.00
14	PIPE CULVERT REMOVAL	FOOT	50	\$ 40.00	\$ 2,000.00
15	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	50	\$ 100.00	\$ 5,000.00
16	AGGREGATE SUBGRADE IMPROVEMENT	CY	380	\$ 40.00	\$ 15,200.00
17	RESTORATION	SY	3,910	\$ 15.00	\$ 58,650.00
18	GRADING AND SHAPING DITCHES	FOOT	2,930	\$ 10.00	\$ 29,300.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	6	\$ 400.00	\$ 2,400.00
20	RELOCATE EXISTING MAILBOX	EACH	1	\$ 750.00	\$ 750.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 20,000.00	\$ 20,000.00
22	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00

SUBTOTAL	\$	692,973.00
CONTINGENCY (20%)	\$	139,000.00
TOTAL	\$	831,973.00
DESIGN ENGINEERING	\$	83,000.00
CONSTRUCTION ENGINEERING	\$	83,000.00
ROW ACQUISITION	\$	50,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	1,047,973.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation



Planned Unit Development
Agreement By and Between The
United City of Yorkville and
C1 Yorkville LLC

This Planned Unit Development Agreement by and between the United City of Yorkville, Kendall County, Illinois and C1 Yorkville, LLC, a limited liability company of the State of Delaware is entered into this ____ day of _____, 2024.

Article 1. Preambles

1.1 The United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Project. C1 Yorkville LLC, a limited liability company of the State of Delaware (the “Developer”) is the contract purchaser of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “Subject Property”) upon which the Developer intends to develop a secured data center campus (the “Project”). The Project is generally depicted on the site plan attached hereto as Exhibit A (the “Site Plan”) and consists of nine buildings, six stormwater basins and an onsite electrical substation to be constructed in phases over a period of up to twenty (20) years.

1.3 Zoning. The Subject Property is zoned M-2 General Manufacturing District. A data center and an electrical substation are permitted “Energy Industrial Uses” in the M-2 District.

1.4 The Planned Unit Development. Under the City’s Unified Development Ordinance (“UDO”), any development encompassing four (4) or more acres shall be approved as a planned unit development. The Developer has submitted an application for a special use planned unit development for the Project (the “Application”). The Application includes thirteen proposed variations which may be allowed under the UDO if (i) such deviations are compatible with surrounding development and, (ii) such deviations are justified through the provision of tangible benefits to the City. The City has reviewed the Application and found it to be complete and consistent with the purpose and intent of the planned unit development regulations. The Project requires the extension of a watermain and sanitary sewer service to the Subject Property thereby benefiting future development within the City and the Project is compatible with the surrounding agricultural use, distribution center and ComEd transfer station.

Article 2. Development Standards

2.0 PUD Approval. The City has reviewed the Developer’s Application and found it to be complete. The Project is consistent with the purpose and intent of the planned unit development regulations; facilitating a unified development that is consistent with the City’s plans and policies for industrial development in the Eldamain Road corridor. The Project includes the construction of regional utility improvements that provide tangible benefits to the City, thereby providing necessary justification for the modifications to standards as required under the UDO. The Project

meets the standards for the approval of a special use, the additional standards of review for a planned unit development, and the standards for approval of variations under the planned unit development. The City hereby approves a special use for a planned unit development with specified variations for the Subject Property as generally depicted on the Site Plan, subject to the terms more specifically herein set forth.

2.1 Energy Industrial Uses. A data center is classified as an “Energy Industrial Use” pursuant to Table 10-3-12(B) of the UDO. Section 10-4-10 of the UDO is reserved for additional regulations applicable to Energy Industrial Uses. The Developer has requested and the City hereby agrees that any future standards adopted to further regulate Energy Industrial Uses shall be waived and not applicable to the Subject Property.

2.2 Terms for Construction. The Developer has advised the City of its intent to construct the Project over a twenty (20) year period and has submitted a preliminary phasing plan to the City, attached hereto as Exhibit B (the “*Phasing Plan*”). The City hereby approves the Phasing Plan. Developer’s reimbursement of the City for construction costs associated with the public utility improvements necessary to facilitate the Development of the Subject Property, which shall occur pursuant to the terms of a separate agreement by and between the Parties, shall satisfy any timing obligation of Developer under the UDO to apply for final plat or plan approvals, to apply for a building permit, or otherwise.

2.3 Building Setbacks. The Developer has requested and the City hereby approves modification of required building setbacks as established by the UDO for the Subject Property. Setbacks shall apply only to the perimeter of the Subject Property with Eldamain Road being deemed the “front yard” and Beecher Road being deemed the “rear yard”. The front yard setback shall be one hundred fifty (150) feet from the existing Eldamain Road right-of-way. The rear yard setback shall be sixty (60) feet from the Beecher Road right-of-way. The side yard setback, measured to the north and south lines of the Subject Property, shall be fifty (50) feet. In anticipation of possible resubdivision of the Subject Property into individual lots, the City agrees to a zero (0) lot line for all structures to be platted within the interior of the Subject Property. Moreover, the City hereby agrees that lots within the PUD shall not be required to abut a public street. The building setbacks established in this paragraph shall apply exclusively to buildings. Fences, signage, drive aisles, parking spaces, and other improvements to the Subject Property are expressly permitted within the defined setbacks.

2.4 Parking Requirements. Pursuant to the City’s UDO, .3 parking spaces are required per 1000 square feet net floor space for industrial developments. The City hereby grants the Developer’s request of .2 parking spaces per 1000 square feet net floor area. Developer may pay a fee-in-lieu of constructing required parking spaces, provided that the total number of parking spaces at build-out is not less than four hundred (400) (inclusive of ADA spaces) and that a minimum of ten (10) parking spaces are equipped with electrical vehicle charging stations. Any fee-in-lieu of parking shall be based on the number of spaces not constructed, shall be consistent with prevailing fees charged by the City, and shall be payable as a condition to the issuance of the building permit for the ninth building.

2.5 Access to the Subject Property. The City Engineer has approved and the City hereby agrees to the Developer’s proposal for two (2) points of access to the Subject Property, one (1)

off of Eldamain and one (1) off of Faxon Road, as generally depicted on the Site Plan. The Project shall be developed with private roads or private drive aisles which may be secured to restrict access into/through the Subject Property. The City hereby waives requirements for vehicular cross access in light of the private roads and secured nature of the campus as depicted on the Site Plan. Where access is gated or otherwise restricted, Developer shall work with emergency service providers to ensure access via a Knox box or such other means as may be agreed upon between the parties.

2.6 Pedestrian Circulation. The City's UDO requires connections between off-street parking, on-site pedestrian circulation systems, and existing and future planned trails. The Project shall incorporate walkways between parking areas and building entrances within the Subject Property. The City hereby waives any requirement with respect to public access or external pedestrian connections in light of the private roads and secured nature of the campus as depicted on the Site Plan.

2.7 Off Street Loading. No more than one (1) loading space shall be required per building.

2.8 Landscaping. The City's UDO establishes standards for landscape improvements for the Project. In light of the secured nature of the campus, the Parties have agreed to emphasize external Transition Zone plantings in lieu of other planting requirements internal to the Subject Property. Along Eldamain, Faxon, and Beecher roadway frontages, the Developer shall install landscape material consistent with the Transition Zone Type D Standards as generally depicted on the Landscape Plan attached hereto as Exhibit C (the "*Landscape Plan*"). The Parties acknowledge and agree that the aforementioned Transition Zone landscape standards are above and beyond the requirements of the UDO and in light of Developer's agreement to install said Transition Zone landscaping, the City hereby waives all other landscape requirements under Section 10-5-3 of the Code.

2.9 Mechanical Screening and Fencing. In light of the setbacks and the landscape screening that Developer has voluntarily incorporated into the Project, the City hereby agrees to waive visual screening requirements pursuant to Section 10-5-4 of the UDO. Notwithstanding the foregoing, the Parties acknowledge and agree that the Project is subject to the requirements of the City's Noise Ordinance, Title 4, Chapter 4 of the City Code. As a condition to the issuance of a Building Permit for each building, the Developer shall submit to the City a sound study to be reviewed by a third-party sound engineer hired by the City. The sound study shall evaluate the proposed mechanical equipment for each building and model sound levels as regulated by the Noise Ordinance. The City shall have no obligation to issue a Building Permit until the applicable sound study identifies necessary and appropriate sound attenuation, if required, necessary to comply with the Noise Ordinance. The Developer shall be required to install sound attenuation as may be required by the sound study to comply with the Noise Ordinance.

2.10 Lots; Street Design. The City hereby waives the requirement in Section 10-7-2 of the UDO that all lots shall front or abut on a public street. The City also waives the street design standards set forth in Section 10-7-3 of the UDO. Said waivers are granted in consideration of the security contemplated for the Project and the restricted nature of access internal to the Subject Property. Due to the restricted nature of access to the Project, the City reserves the right to issue a single site address for the Subject Property off Eldamain Road.

2.11 Appearance Standards. The Developer has submitted prototype building elevations for the Project, a copy of which is attached hereto as Exhibit D (the "*Building Elevations*"). The Building Elevations are representative of architectural design and building materials to be utilized for the Project but are not intended to be an exact depiction of any building that may be constructed as part of the Project. The Developer shall provide updated elevations with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The City shall approve updated elevations which are consistent with the quality and character of the Building Elevations. The City hereby waives the requirements of Section 10-5-8-c-4b.(2) of the UDO requiring recesses, projections, windows, and other ornamental/architectural features due to the setbacks of the buildings from the abutting roads and the Developer's obligations for the landscaping as provided in Section 3.2.

2.12 Signage. The Developer shall install a monument sign on Eldamain Road at the entrance to the Project. The Developer may install a monument sign on Faxon Road at the entrance to the Project. The monument signs shall comply with the requirements of Section 10-6 of the UDO. Developer may install wall signs as permitted under Section 10-6 of the UDO.

2.13 Lighting. The Developer agrees to submit to the City for its approval a photometric plan along with manufacturer's cut sheets of the proposed lighting standards to be installed within the parking area of the Subject Property. The photometric plan shall be provided with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The Project shall be required to comply with applicable outdoor lighting standards pursuant to Section 10-5-7 of the UDO.

Article 3. Developer Obligations

3.1 Permits. The Developer covenants and agrees to obtain all required permits for the development of the Project and to construct all improvements in accordance with applicable City ordinances and all permits as issued. The Developer further agrees to obtain all approvals and permits from any other governmental units or agencies as may be required in connection with the construction and operation of the Project.

3.2 Engineering and Roadway Reconstruction. Under the UDO the Developer is responsible for rebuilding Faxon Road ("Faxon Road Improvements") and Beecher Road ("Beecher Road Improvements") across the frontage of the Subject Property (collectively the "Road Improvements"). The Road Improvements shall be constructed pursuant to the cross section attached hereto as Exhibit E. A preliminary cost estimate for the Road Improvements is attached hereto as Exhibit F. In lieu of Developer completing the design and physical construction of said Road Improvements, the City has agreed to design and construct the Road Improvements subject to Developer's payment of the costs incurred by the City.

The City shall complete construction of the Road Improvements, less the surface course, by August 31, 2025. Upon execution of the contract for the engineering design of the Roadway Improvements the City shall send notice of same along with a copy of the design contract to Developer. Developer shall pay to the City the cost of the engineering design for the Road Improvements within thirty (30) days of receipt of the contract therefor. The City agrees to use

best efforts to design the Road Improvements to minimize disturbance of existing utilities (i.e. ComEd poles on Beecher Road) and without requirement for additional right-of-way acquisition. Should the City incur costs associated with the acquisition of right-of-way or should the City incur costs with respect to relocation of existing utilities, the Developer shall be responsible for fifty percent (50%) of said costs. The City shall provide Developer a courtesy copy of 30% design drawings for the Road Improvements and of the 90% design drawings along with an updated estimate of construction costs for each.

When the City finalizes the contract for construction of the Road Improvements the City shall provide Developer a copy of the final construction contract and an invoice for Developer's share of the anticipated cost to construct the Road Improvements. The invoice shall reflect the contracted cost for construction of the Road Improvements less: i) sums contributed by a third party toward construction of improvements to the same section of roadway; and ii) any costs for which Developer is not responsible (the product of which calculation is the "Developer's Road Cost"). The Developer's Road Cost shall be multiplied by 115% (cost of right-of-way acquisition shall be excluded from the 15% contingency calculation) to account for contingencies (the "Pre-Construction Estimate"). Developer shall pay the Pre-construction Estimate to the City within 30 days of the receipt of the invoice therefore.

The City's construction of the Road Improvements shall be "Substantially Complete" upon installation of the binder course. Upon Substantial Completion, the City shall provide Developer an accounting of final costs associated with its construction of the Road Improvements (the "Final Accounting"). The Final Accounting shall include 115% of the cost to be incurred for the installation of the final surface course. If the Final Accounting, including the 115% for the cost for the final surface course, shows that the Pre-Construction Estimate paid by Developer was greater than the actual costs incurred by the City for the Developer was responsible, then the City shall reimburse Developer the difference. If the Final Accounting shows that the Pre-Construction Estimate paid by Developer was less than the actual costs incurred by the City for which Developer was responsible, then the City shall issue a final invoice reflecting the balance due from Developer and Developer shall remit payment therefore within thirty days.

(c) Eldamain Road. Eldamain Road is under the jurisdiction of Kendall County. Developer shall secure a permit from Kendall County for the construction of necessary road improvements at the intersection of Eldamain Road and the primary entrance to the Subject Property. Said road improvements to be permitted by Kendall County shall be constructed pursuant to the schedule required by Kendall County. The City anticipates that the County will require a traffic impact study to permit the access off Eldamain. In the event that a traffic impact study is required, Developer shall provide the City a courtesy copy of the study and any revisions to the study.

3.3 Dedications. The City acknowledges that it has already secured necessary and appropriate right-of-way dedications associated with the development of the Subject Property. The City agrees that it shall not require any additional right-of-way dedications associated with the development of the Subject Property. The City makes no representation with respect to any right-of-way dedication that may be required by Kendall County associated with the improvement of Eldamain Road.

3.4 Maintain Improvements in Good and Clean Condition. The Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by the Developer, 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 the Developer or any agent of or contractor hired by, or on behalf of the 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, the Developer.

3.5 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 of the Project or use of any portion of the Subject Property 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.

3.6 Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected, appointed officials, and employees (collectively the "City Parties") from any and all third-party claims that may asserted against the City 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.

Article 4. City Obligations

4.1 Challenges. In the event of any challenge to the City's annexation or zoning of the Subject Property, the City agrees that, in cooperation with the Developer, the City shall undertake such process as is necessary and appropriate to correct any deficiency associated with the annexation or zoning of the Subject Property. In such event, the City agrees that the Parties shall not be required to await adjudication of any such challenge, but that the Parties should proactively undertake such process as is necessary to reapprove the annexation and zoning on terms consistent with the approvals set forth herein.

4.2 City Assistance. The City agrees to cooperate and provide any reasonable assistance requested by Developer in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property as long as the Developer reimburses whatever costs and expenses the City incurs in providing assistance. The City will cooperate with Developer's specified vendors to assert applicable tax exemptions relating to purchase of materials to be incorporated into the public improvements, consistent with the Illinois Department of Revenue Regulations, the Retailers' Occupation Tax and with all requirements of law (including providing the City's form tax exempt letter as may be required).

4.3 UDO Freeze. For the term of this Agreement no amendment to the UDO which imposes more stringent requirements on the development or use of the Subject Property shall be applicable to the Subject Property. Upon the expiration of this Agreement pursuant to terms set forth in this Agreement, the Subject Property shall be governed by the underlying M-2 zoning as

modified by the approved planned unit development and shall be subject to the prevailing terms of the City's Code.

4.4 **Equal Treatment.** The City acknowledges that Developer is making a substantial up-front investment in the Subject Property in consideration of the rights herein granted to construct multiple buildings on the Subject Property over a twenty (20) year period. While the City will not freeze permit fees or building codes applicable to the Subject Property, the City hereby agrees not to impose new fees, requirements, or code provisions which would uniquely burden (i.e. not generally applicable to other commercial users) Developer's intended development, use, and operation of the Subject Property or the development, use and operation of data centers in general.

4.5 **Certificate of Occupancy.** The City shall issue a certificate of occupancy for each building constructed on the Subject Property when the building is fully capable of being served by sanitary sewers, storm sewers, water main, public/private roads, natural gas (as may be applicable), and electric utilities, and is otherwise in conformance with City Codes and other applicable state laws, and all applicable fees have been paid. The City agrees to issue temporary or conditional occupancy permits in the event that weather conditions prohibit the installation of certain subdivision improvements such as sidewalks, private drive aisles, and required landscaping.

Article 5. Term

The term of this Planned Unit Development Agreement commences and will be in full force and effect upon its execution by the parties and terminate on the first to occur: (i) development of all acreage of the Subject Property per Site Plan; or, (ii) the twentieth anniversary of the issuance by the City of the first Building Permit for the Subject Property.

Article 6. Notices

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, returned receipt requested, at the address set forth below, or (c) by email transmission, when transmitted to email address set forth below, when actually received provided that any email transmission shall be accompanied by a delivery of a written notice via first class mail to the addresses below.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:

C1 Yorkville, LLC
2820 N. Harwood Street, Suite 2200

Russell G. Whitaker III
Rosanova and Whitaker, Ltd.

Dallas, Texas 75201
Attn: Legal Department

445 Jackson Ave., Suite 200
Naperville, Illinois 60540

C1 Yorkville, LLC
Attn: Legal Department
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attn: City Administrator

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, Illinois 60563
Attn: Attorney Kathleen Field Orr

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 7. Mutual Understandings

7.0 Violations. 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 or diligently commence to cure said breach prior to the non-breaching Party's seeking of any remedy provided for herein. However, any breach by Developer reasonably determined by the City to involve health or safety issues may be the subject of immediate action by the City without notice of thirty (30) day delay. 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.

7.1 Amendments. This Agreement and the zoning applicable to the Subject Property may not be amended without the mutual consent of the Parties. Any amendment to the terms, covenants and agreements as set forth in this Planned Unit Development Agreement shall be in accordance with the provisions of Section 10-8-8G of the UDO which provides as follows:

G. Amendments to Approved Planned Unit Development.

1. **Determination of Level of Change.** Upon receiving a Planned Unit Development Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in Section 10-8-8(G)(2) below.

2. **Major Amendment.** A major amendment is any proposed change to an approved Planned Unit Development that results in one or more of the following changes:

- a. More than a ten percent (10%) increase in the square footage of the buildings;
- b. Any structure greater than 100' in height;
- c. Except as other set forth above, any deviation from the site data standards set forth on the Site Plan.
- d. Any deviation from applicable provisions of the UDO;

3. **Minor Amendment.** A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in Section 10-8-8(G)(2).

4. **Approval Processes.**

a. **Major Amendment.** A major amendment to an approved Planned Unit Development shall follow the procedure set in Section 10-8-8(F) of the UDO.

b. **Minor Amendment.**

(i) **Zoning Administrator Review.** The minor amendment shall be reviewed and approved by the Zoning Administrator.

7.2. Governing Law. This Planned Unit Development Agreement and the terms, provisions, and conditions herein shall be governed by and construed and enforced in accordance with the laws of the State of Illinois and if enforced by judicial proceedings, the parties agree that such proceedings shall be conducted in the Circuit Court of Kendall County, Illinois.

7.3 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.

7.4 Force Majeure. In the event the performance of any covenant to be performed hereunder by a Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; global pandemic; 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.

7.5 Successor and Assigns. This Agreement shall inure to the benefit of, and be valid and binding upon, the Parties and their successors and assigns for the term of the Agreement. It is understood and agreed by the Parties hereto that in the event any part of the Subject Property is sold or conveyed at any time during the term of this Agreement, all unaccrued obligations and responsibilities of the prior title holder to said part of the Subject Property conveyed shall be released and be assumed by such purchaser of the part of the Subject Property conveyed, and the prior title holder shall be fully released from all unaccrued obligations which relate thereto. Notwithstanding the foregoing, the City shall not be required to release any Surety until the successor owner has posted replacement Surety for the improvement obligations being assumed by said successor owner, which Surety shall be in a form and amount acceptable to the City. In the event that part of the Subject Property is to be conveyed, the respective owners may enter into an agreement parsing respective obligations under this Agreement between the respective owners and the City shall not unreasonably withhold its consent to any such agreement.

7.6 Severability. 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.

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: _____

Date: _____, 2024

C1 Yorkville, LLC

By: _____

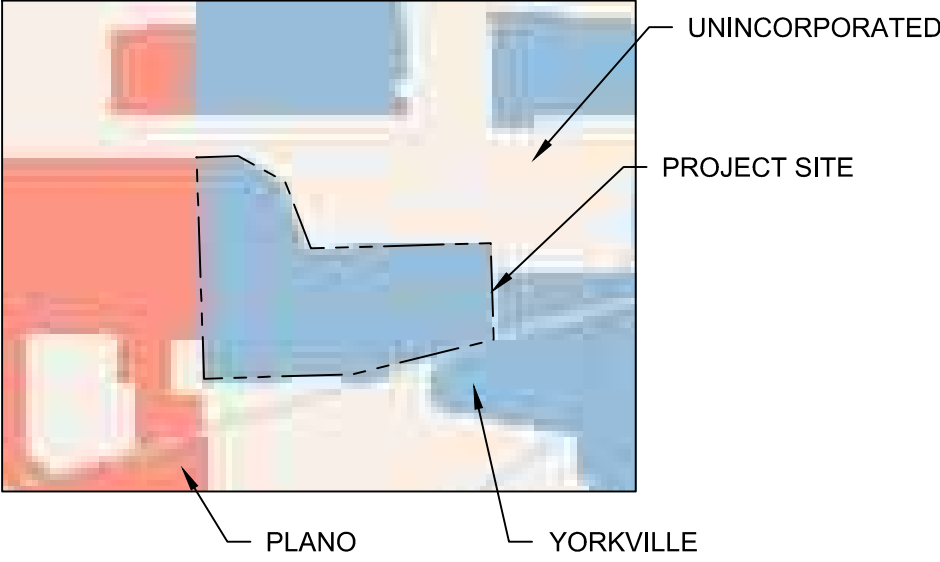
Date: _____, 2024

EXHIBIT LIST

Exhibit A-	Site Plan
Exhibit B-	Phasing Plan
Exhibit C-	Landscape Plan
Exhibit D-	Building Elevations
Exhibit E-	Roadway Cross Section
Exhibit F-	Road Improvement Cost Estimate

Exhibit A

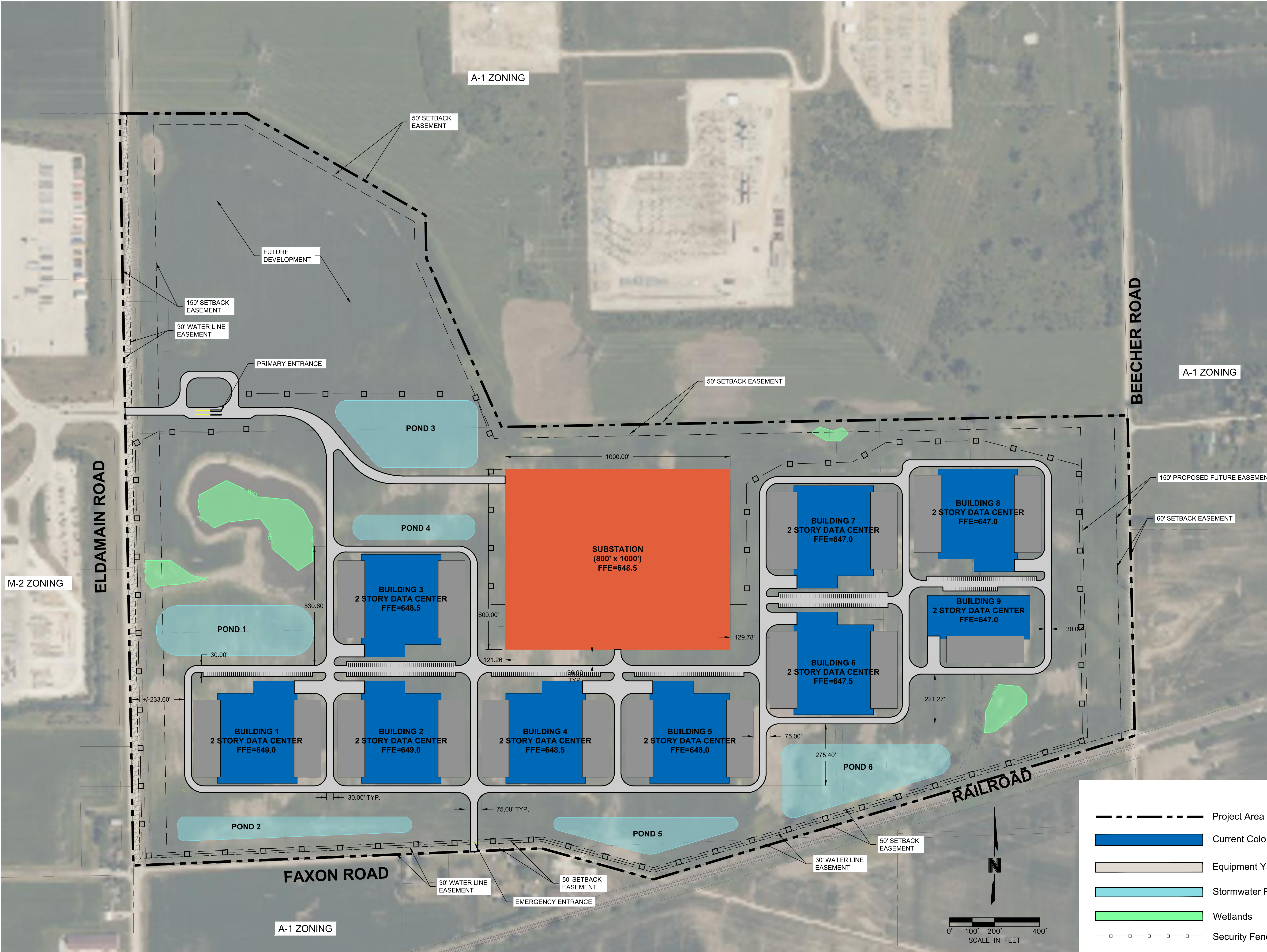
MUNICIPAL BOUNDARIES



SITE DATA	
TOTAL SITE AREA	9,956,767.47 SF (228.57 AC +/-)
MAX BUILDING HEIGHT	N/A
SETBACKS*	
FRONT (WEST) REQUIRED	25'-0"
FRONT (WEST) PROVIDED	150'-0"
REAR (EAST) REQUIRED	0'-0"
REAR (EAST) PROVIDED	60'-0"
SIDE (N + S) REQUIRED	20'-0"
SIDE (N + S) PROVIDED	50'-0"
TRANSITIONAL SIDE	N/A
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.	
PARKING	
DATA CENTER PARKING RATIO	0.2 SPACES PER 1,000 SF
REQUIRED PARKING (# SPACES)	490
PROVIDED PARKING (# SPACES)	432
ACCESSIBLE PARKING REQUIRED (# SPACES)	9
ACCESSIBLE PARKING PROVIDED (# SPACES)	27
COVERAGE	
MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85%
PROVIDED BUILDING COVERAGE	12.3%
MAXIMUM SITE COVERAGE	85%
PROVIDED SITE COVERAGE	35.6%
MAXIMUM MAX FAR	85%
PROVIDED SITE COVERAGE	24.6%

BUILDING AREAS			
BUILDING #	SIZE	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
BUILDING 1	287,400 SF	55'-0"	70'-0"
BUILDING 2	287,400 SF	55'-0"	70'-0"
BUILDING 3	287,400 SF	55'-0"	70'-0"
BUILDING 4	287,400 SF	55'-0"	70'-0"
BUILDING 5	287,400 SF	55'-0"	70'-0"
BUILDING 6	287,400 SF	55'-0"	70'-0"
BUILDING 7	287,400 SF	55'-0"	70'-0"
BUILDING 8	287,400 SF	55'-0"	70'-0"
BUILDING 9	152,000 SF	55'-0"	70'-0"
TOTAL	2,451,200 SF	N/A	N/A

Proposed Phasing Schedule			
Phase	Building#	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.



- Project Area
- Current Colo Build
- Equipment Yard
- Stormwater Pond
- Wetlands
- Security Fence

CYRUS ONE - YORKVILLE, ILLINOIS - PRELIMINARY PUD PLAN

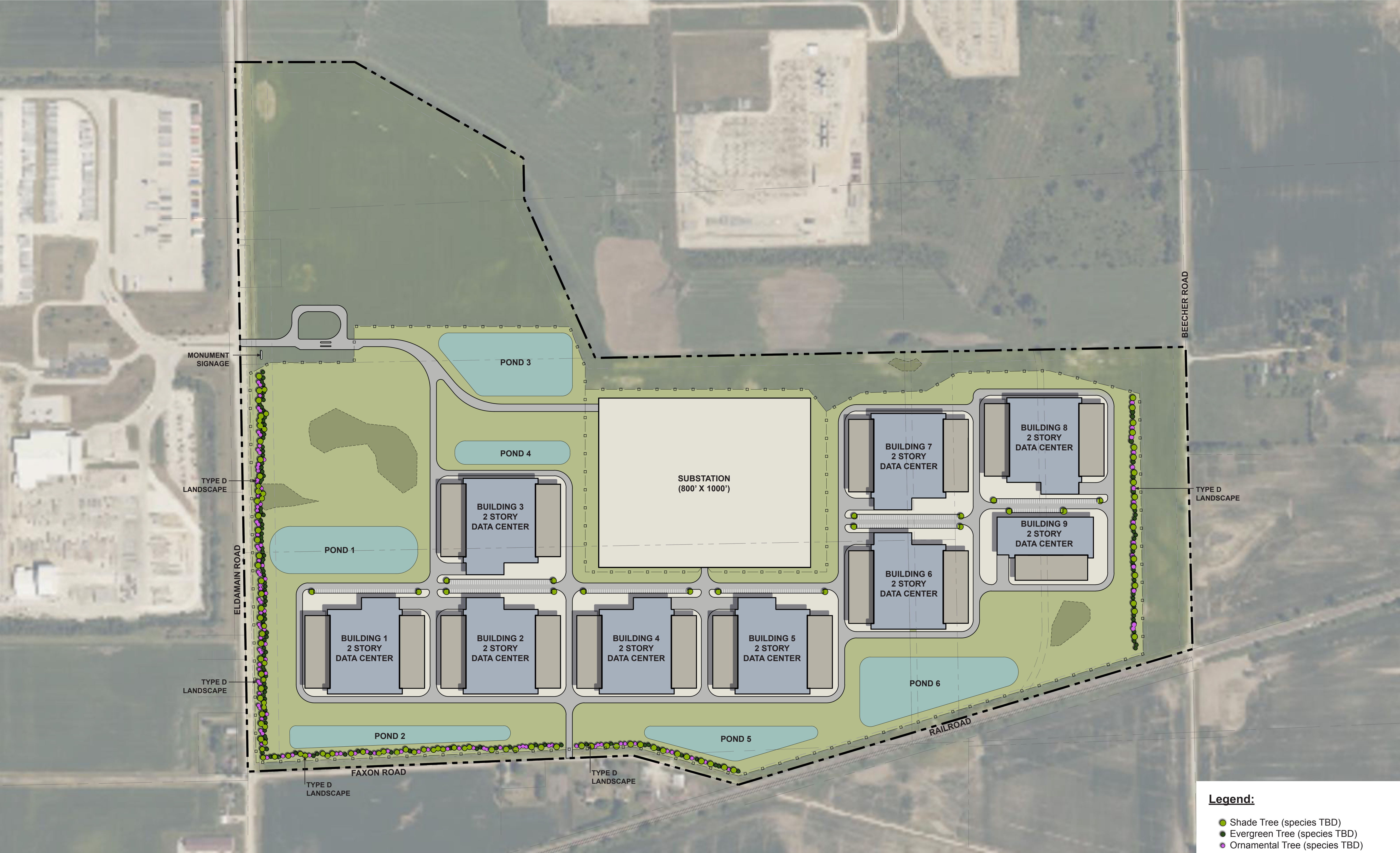
SCALE: 1" = 200' AT FULL SIZE (24x36)
DATE: May 21, 2024



Exhibit B

Phasing Plan			
Phase	Building #	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.

Note: Sequence and phasing may be revised or combined to optimize construction logistics or based on customer demand and power availability.



CYRUS ONE PRELIMINARY PLAN

Yorkville, Illinois

06-06-2024 / 023-06943

Exhibit C

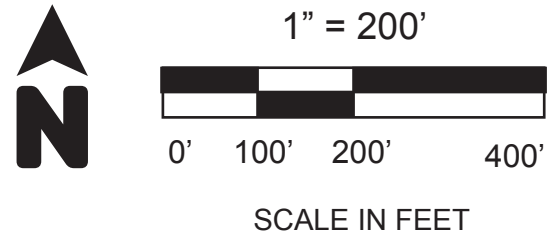
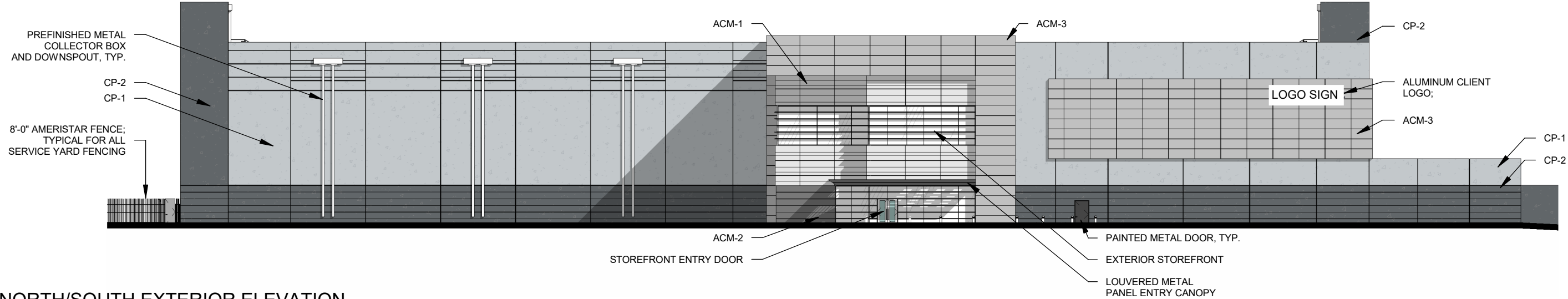
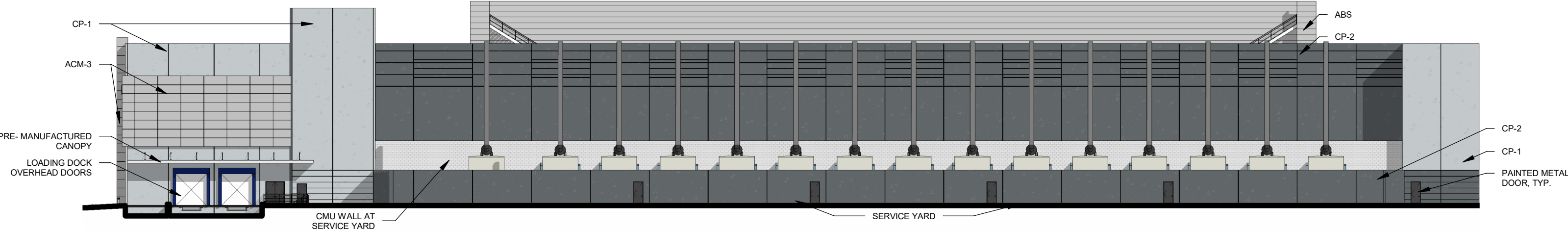


Exhibit D



2 NORTH/SOUTH EXTERIOR ELEVATION

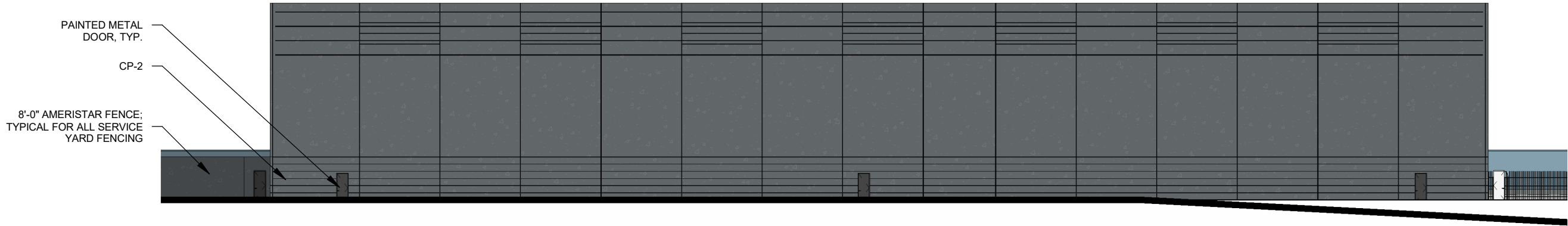


1 EAST/WEST EXTERIOR ELEVATION

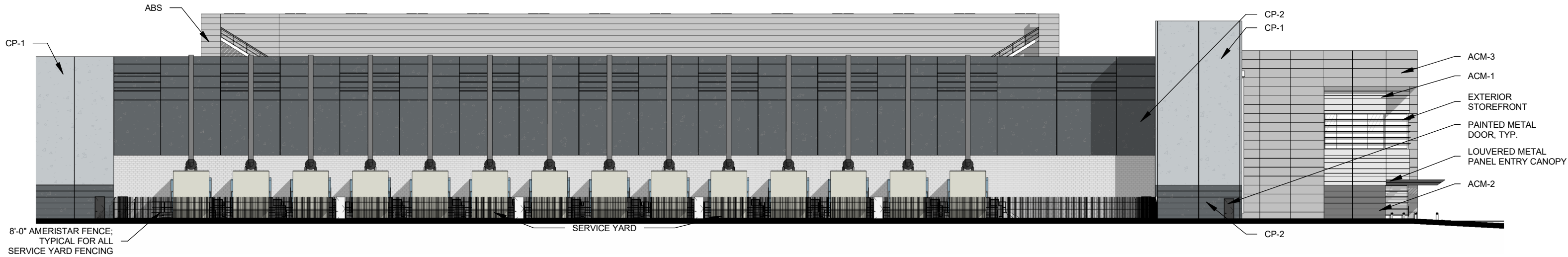
 CP-1 TILT-UP CONCRETE PANEL PAINTED SHERWIN WILLIAMS SW 7075 WEB GRAY ELASTOMERIC COATED	 CP-2 TILT-UP CONCRETE PANEL PAINTED BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR ELASTOMERIC COATED	 ACM-1 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MICA MNC CLEAR	 ACM-2 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MZG MICA GREY	 ACM-3 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES PEX PEWTER METALLIC	 ABS ACOUSTIC BARRIER SCREEN WALL
--	--	--	---	---	---

EXTERIOR ELEVATIONS

--1/32" = 1'-0" --



2 NORTH/SOUTH EXTERIOR ELEVATION



1 EAST/WEST EXTERIOR ELEVATION

CP-1 | TILT-UP CONCRETE PANEL
PAINTED
SHERWIN WILLIAMS SW 7075 WEB GRAY
ELASTOMERIC COATED

CP-2 | TILT-UP CONCRETE PANEL
PAINTED
BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR
ELASTOMERIC COATED

ACM-1 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
MICA MNC CLEAR

ACM-2 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
MZG MICA GREY

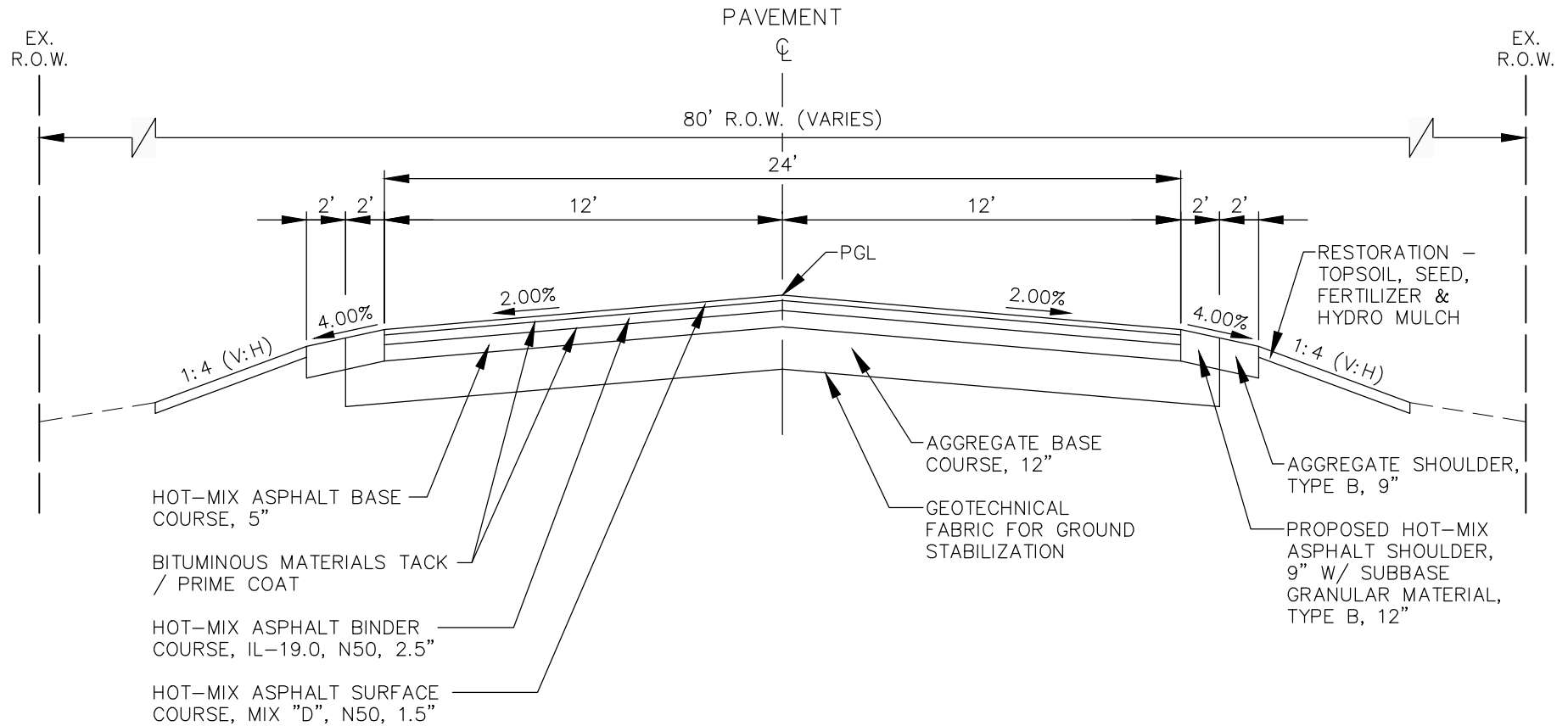
ACM-3 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
PEX PEWTER METALLIC

ABS | ACOUSTIC BARRIER SCREEN WALL

EXTERIOR ELEVATIONS

--1/32" = 1'-0" --

PROPOSED FAXON ROAD AND BEECHER ROAD PAVEMENT SECTION



CROSS SECTION



Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 — www.eeiweb.com

SCALE:
NTS

DRAWN BY:
KKP

DATE:
05/23/24

REVISED:

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Faxon Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	175	\$ 25.00	\$ 4,375.00
2	EARTH EXCAVATION	CY	5,440	\$ 40.00	\$ 217,600.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	7,510	\$ 3.00	\$ 22,530.00
4	AGGREGATE BASE COURSE, 12"	SY	7,510	\$ 22.00	\$ 165,220.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	6,215	\$ 30.00	\$ 186,450.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	5,595	\$ 0.20	\$ 1,119.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	985	\$ 90.00	\$ 88,650.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	540	\$ 100.00	\$ 54,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	1,035	\$ 20.00	\$ 20,700.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	1,035	\$ 60.00	\$ 62,100.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	9,300	\$ 1.00	\$ 9,300.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	\$ 8.00	\$ 96.00
13	PIPE CULVERT REMOVAL	FOOT	180	\$ 40.00	\$ 7,200.00
14	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	180	\$ 100.00	\$ 18,000.00
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	605	\$ 40.00	\$ 24,200.00
16	RESTORATION	SY	6,215	\$ 15.00	\$ 93,225.00
17	GRADING AND SHAPING DITCHES	FOOT	4,660	\$ 10.00	\$ 46,600.00
18	GUARDRAIL REMOVAL AND REPLACEMENT	FOOT	45	\$ 110.00	\$ 4,950.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	3	\$ 400.00	\$ 1,200.00
20	RELOCATE EXISTING MAILBOX	EACH	2	\$ 750.00	\$ 1,500.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 30,000.00	\$ 30,000.00
22	MOBILIZATION	L SUM	1	\$ 75,000.00	\$ 75,000.00
23	ELDAMAIN ROAD INTERSECTION IMPROVEMENTS	L SUM	1	\$ 300,000.00	\$ 300,000.00

SUBTOTAL \$ 1,434,015.00

CONTINGENCY (20%) \$ 287,000.00

TOTAL \$ 1,721,015.00

DESIGN ENGINEERING \$ 172,000.00

CONSTRUCTION ENGINEERING \$ 172,000.00

ROW ACQUISITION \$ 100,000.00

TOTAL PRELIMINARY COST ESTIMATE \$ 2,165,015.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation



PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Beecher Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	110	\$ 25.00	\$ 2,750.00
2	EARTH EXCAVATION	CY	3,420	\$ 40.00	\$ 136,800.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	4,725	\$ 3.00	\$ 14,175.00
4	AGGREGATE BASE COURSE, 12"	SY	4,725	\$ 22.00	\$ 103,950.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	3,910	\$ 30.00	\$ 117,300.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	3,520	\$ 0.20	\$ 704.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	565	\$ 90.00	\$ 50,850.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	340	\$ 100.00	\$ 34,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	655	\$ 20.00	\$ 13,100.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	655	\$ 60.00	\$ 39,300.00
11	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SF	125	\$ 4.00	\$ 500.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	5,860	\$ 1.00	\$ 5,860.00
13	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	48	\$ 8.00	\$ 384.00
14	PIPE CULVERT REMOVAL	FOOT	50	\$ 40.00	\$ 2,000.00
15	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	50	\$ 100.00	\$ 5,000.00
16	AGGREGATE SUBGRADE IMPROVEMENT	CY	380	\$ 40.00	\$ 15,200.00
17	RESTORATION	SY	3,910	\$ 15.00	\$ 58,650.00
18	GRADING AND SHAPING DITCHES	FOOT	2,930	\$ 10.00	\$ 29,300.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	6	\$ 400.00	\$ 2,400.00
20	RELOCATE EXISTING MAILBOX	EACH	1	\$ 750.00	\$ 750.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 20,000.00	\$ 20,000.00
22	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00

SUBTOTAL	\$	692,973.00
CONTINGENCY (20%)	\$	139,000.00
TOTAL	\$	831,973.00
DESIGN ENGINEERING	\$	83,000.00
CONSTRUCTION ENGINEERING	\$	83,000.00
ROW ACQUISITION	\$	50,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	1,047,973.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation





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

Mayor's Report #2

Tracking Number

CC 2024-56

Agenda Item Summary Memo

Title: Appointments to Boards and Commissions

Meeting and Date: City Council – July 23, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Mayor John Purcell

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

2024 Board and Commission Appointments

BOARD/ COMMISSION	NAME	TERM	
Planning and Zoning Commission	Margaret Linnane	4 years	July 2024 – May 2026



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

United City of Yorkville Board & Commission Application

To be considered for a board or commission, please complete this application and return to the attention of Jori Behland, City Clerk at the address listed above or by email to jbehland@yorkville.il.us.

Name Margaret R Linnane

Address [REDACTED]

Phone: Home [REDACTED] Work [REDACTED] Cell [REDACTED]

Email [REDACTED] Subdivision [REDACTED]

Please indicate the Board/Commission(s) that you would like to participate on:

☐
☐
☐

Fire and Police Commission

Library Board

Park Board

☒
☐

Planning and Zoning Commission

Police Pension Fund Board

The following questions help in selection of board/commission members.

1. Indicate your experience (personal and/or work) that will help you in serving the residents of the United City of Yorkville.

My work experience consists of 30 years with a local municipality in the Community Development Department. 18 of those years were specifically in Planning and Zoning,

2. Why do you want to serve on a Board/Commission for the United City of Yorkville?

I have been volunteering in some capacity for the past 40 years, I believe in serving your community.

Thank you for your interest in being a part of the development of the United City of Yorkville!

It is the policy of the United City of Yorkville to promote nondiscriminatory practices in its hiring, and its contractual undertakings. It is the policy of the City to conform with all aspects of Federal Civil Rights legislation including the Equal Employment Opportunity Act and all State Civil Rights Legislation.

I understand that as part of the process of being considered, it is the City's policy to perform a cursory background investigation on anyone being considered for appointment to one of the boards or commissions.

Margaret R. Linnane
Signature of Applicant

7-2-24
Date

For office use only: Date Received _____ Initials _____



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 #3

Tracking Number

CC 2024-57

Agenda Item Summary Memo

Title: Green Door Watermain Easements – Loftus Trust

Meeting and Date: City Council – July 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 18, 2024
Subject: Green Door/ Cyrus One Watermain and Sewer Easements – Loftus

Summary

Consideration of an ordinance authorizing the acquisition of temporary construction and permanent easements for the Green Door / Yorkville Nexus / Cyrus One watermain loop and southern sewer from one landowner.

Background

This item was last discussed by the City Council at the June 11 meeting when the City Council approved easements from one landowner. Since that meeting, we have come to terms with one more landowner for two easements for the watermain extension project and two easements for the southern sewer extension. That landowner is the Loftus Living Trust and covers a temporary construction easement and a permanent easement for the watermain loop, and temporary construction easement and permanent construction easement for the southern sewer extension at a total cost of \$41,016. Ordinance 2023-17 and Ordinance 2024-31 confirms easement acquisition costs are to be reimbursed by Green Door / Yorkville Nexus / Cyrus One as part of their infrastructure extension. The exact paying reimbursing entity is subject to a civil agreement between the entities and all entities have understood the City will be acquiring these easements.

Recommendation

Staff recommends approval of the ordinance authorizing the acquisition of temporary construction and permanent easements for the Green Door / Yorkville Nexus / Cyrus One watermain and sewer projects.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AUTHORIZING THE ACQUISITION OF CERTAIN EASEMENTS FOR THE
CONSTRUCTION OF WATER MAINS**

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, Yorkville Nexus, LLC, an Illinois limited liability company (“Yorkville Nexus”), submitted a proposal to the City to develop approximately two hundred seventy-nine (279) acres at the northeast corner of Eldamain and Faxon Road (the “*Development Site*”); and

WHEREAS, Yorkville Nexus, as a part of its proposal to the City, requested the City to extend water services to the Development Site and further agreed to be responsible for all costs incurred by the City for the engineering design fees, acquisition of required temporary and permanent easements, and the cost of construction related to water service extended to the Development Site, and all permit fees for its construction (the “*Project*”); and

WHEREAS, the City has proceeded to negotiate the acquisition of the easements required to construct the Project from the owner of certain property at 11159 Faxon Road and 2820 Beecher Road and is prepared to authorize the acceptance of and payments due for the conveyance of temporary construction easements and permanent easements (collectively, the “*Easements*”) as hereinafter provided.

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

Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2. The following Easements, as attached hereto, are hereby accepted:

1. Permanent Easement for a watermain dated July 15, 2024, from Robert M. Loftus and Ildefonsa Loftus, Trustees of the Loftus Living Trust, collectively, as Grantor, said easement being located within Parcel Nos. 02-18-400-006 and 02-19-200-001.
2. Temporary Construction Easement for a watermain dated July 15, 2024, from Robert M. Loftus and Ildefonsa Loftus, Trustees of the Loftus Living Trust, collectively, as Grantor, said easement being located within Parcel Nos. 02-18-400-006 and 02-19-200-001.
3. Permanent Easement for a sanitary sewer dated July 15, 2024, from Robert M. Loftus and Ildefonsa Loftus, Trustees of the Loftus Living Trust, collectively, as Grantor, said easement being located within Parcel Nos. 02-18-400-006 and 02-19-200-001.
4. Temporary Construction Easement for a sanitary sewer dated July 15, 2024, from Robert M. Loftus and Ildefonsa Loftus, Trustees of the Loftus Living Trust, collectively, as Grantor, said easement being located within Parcel Nos. 02-18-400-006 and 02-19-200-001.

Section 3: The City Council hereby authorizes payment in an amount not to exceed a total of Forty-One Thousand Sixteen Dollars (\$41,016) for the Easements hereinabove itemized.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois 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

Owner Loftus Trust
Address 11159 Faxton Road
Yorkville, Illinois 60560
County Kendall
P.I.N. Nos. 02-18-400-006 and 02-19-200-001

PERMANENT EASEMENT

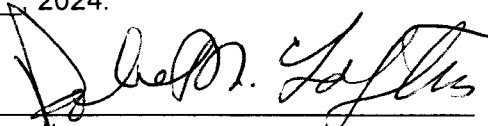
Robert M. Loftus and Ildefonsa Loftus, Trustees of the Loftus Living Trust (collectively, the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successor and assignees (Grantee), a permanent easement for the purpose of construction and maintenance of a water main and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto. Along with the right of access from Beecher Road thereto.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the premises for the purposes herein described.

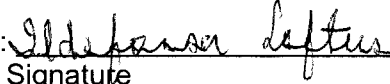
Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for the water main. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 15th day of July 2024.

By: 
Signature

Robert M. LOFTUS
Printed Name


By: 
Signature

ILDEFONSA LOFTUS
Printed Name

State of Illinois)
) ss
County of Kendall)

I, JONATHAN L. HELLAND, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT M. LEPUS, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of JULY, 2024.




Notary Public



State of Illinois)
) ss
County of Kendall)

I, JONATHAN L. HELLAND, a Notary Public in and for the County and State aforesaid, do hereby certify that ELIZABETHA LEPUS, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of JULY, 2024.



Notary Public



This instrument was prepared by:
Megan Lamb
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

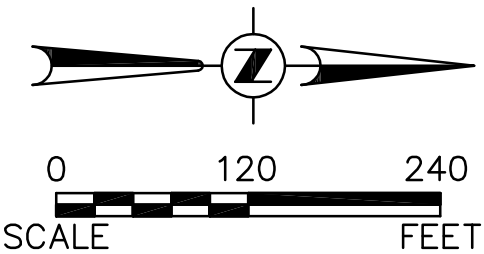
After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

EXHIBIT A

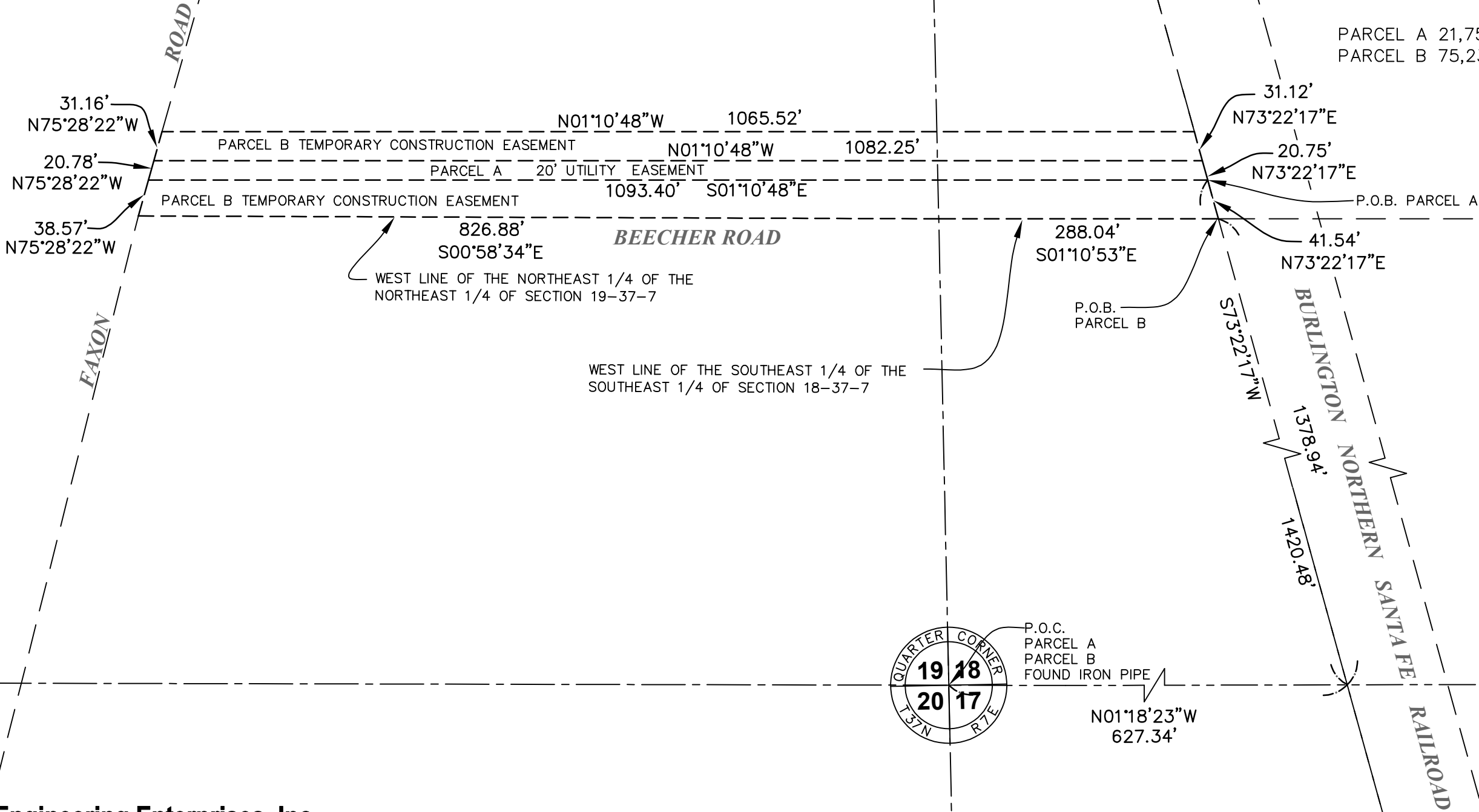
PARCEL A (20' UTILITY EASEMENT)

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 01 DEGREES 18 MINUTES 23 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 18, 627.34 FEET TO THE SOUTH LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY; THENCE SOUTH 73 DEGREES 22 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, 1420.48 FEET, TO A POINT 41.54 FEET SOUTHWESTERLY OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18 AS MEASURED ALONG SAID SOUTH LINE, FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 10 MINUTES 48 SECONDS EAST, 1093.40 FEET TO THE CENTERLINE OF FAXON ROAD AS DESCRIBED IN DOCUMENT 20000014575; THENCE NORTH 75 DEGREES 28 MINUTES 22 SECONDS WEST, ALONG SAID CENTERLINE, 20.78 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 48 SECONDS WEST, 1082.25 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 73 DEGREES 22 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 20.75 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

EXHIBIT



PARCEL A 21,756 SF/ 0.50 ACRES
PARCEL B 75,231 SF/ 1.73 ACRES



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: Y02319
FILE NO: Y02319-LOFTUS-BEECHER

Owner Loftus Trust
Address 11159 Faxton Road
Yorkville, Illinois 60560
County Kendall
P.I.N. Nos. 02-18-400-006 and 02-19-200-001

TEMPORARY CONSTRUCTION EASEMENT

Robert M. Loftus and Ildefonsa Loftus, Trustees of the Loftus Living Trust (collectively, the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees (Grantee), a temporary construction easement for the purpose of construction of a watermain and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto.

The right, easement and privilege granted herein shall terminate 5 years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for the watermain. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor

Dated this 15th day of JULY, 2024.

By: 

Signature

ROBERT M. LOFTUS

Printed Name

By: 

Signature

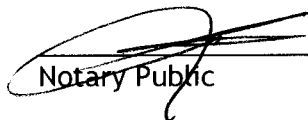
ILDEFONSA LOFTUS

Printed Name

State of Illinois)
) ss
County of Kendall)

I, JONATHAN L. HELLAND, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT M. LOFTOS, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of JULY, 2024.



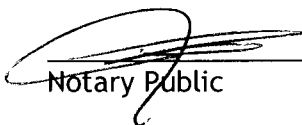
Notary Public



State of Illinois)
) ss
County of Kendall)

I, JONATHAN L. HELLAND, a Notary Public in and for the County and State aforesaid, do hereby certify that ILAGUNSA LOFNS, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of JULY, 2024.



Notary Public



This instrument was prepared by:
Megan Lamb
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

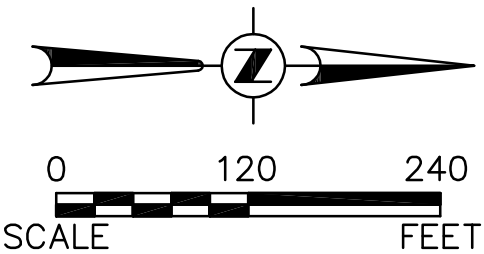
After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

EXHIBIT A

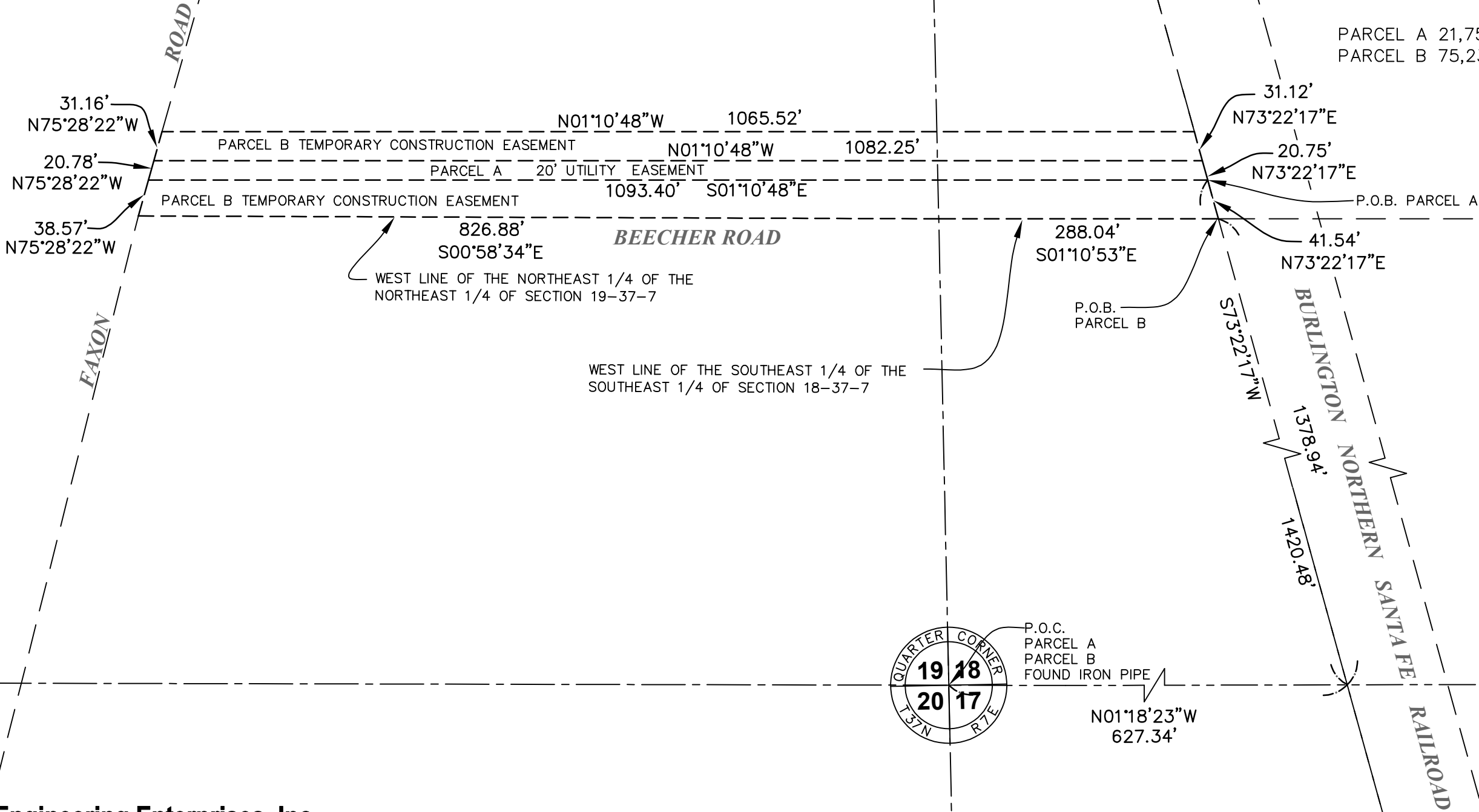
PARCEL B (TEMPORARY CONSTRUCTION EASEMENT)

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 01 DEGREES 18 MINUTES 23 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 18, 627.34 FEET TO THE SOUTH LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY; THENCE SOUTH 73 DEGREES 22 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, 1378.94 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 10 MINUTES 53 SECONDS EAST, ALONG SAID WEST LINE, 288.04 FEET TO THE NORTH LINE OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 58 MINUTES 34 SECONDS EAST, ALONG THE WEST LINE OF THE NORTH EAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, 826.88 FEET TO THE CENTERLINE OF FAXON ROAD AS DESCRIBED IN DOCUMENT 20000014575; THENCE NORTH 75 DEGREES 28 MINUTES 22 SECONDS WEST ALONG SAID CENTERLINE, 90.51 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 48 SECONDS WEST, 1065.52 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 73 DEGREES 22 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 93.41 FEET TO THE POINT OF BEGINNING. ALL IN KENDAL COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 01 DEGREES 18 MINUTES 23 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 18, 627.34 FEET TO THE SOUTH LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY; THENCE SOUTH 73 DEGREES 22 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, 1420.48 FEET, TO A POINT 41.54 FEET SOUTHWESTERLY OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18 AS MEASURED ALONG SAID SOUTH LINE, FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 10 MINUTES 48 SECONDS EAST, 1093.40 FEET TO THE CENTERLINE OF FAXON ROAD AS DESCRIBED IN DOCUMENT 20000014575; THENCE NORTH 75 DEGREES 28 MINUTES 22 SECONDS WEST, ALONG SAID CENTERLINE, 20.78 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 48 SECONDS WEST, 1082.25 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 73 DEGREES 22 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 20.75 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

EXHIBIT



PARCEL A 21,756 SF/ 0.50 ACRES
PARCEL B 75,231 SF/ 1.73 ACRES



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: Y02319
FILE NO: Y02319-LOFTUS-BEECHER

Owner Loftus Trust
Address 11159 Faxton Road
Yorkville, Illinois 60560
County Kendall
P.I.N. Nos. 02-18-400-006 and 02-19-200-001

PERMANENT EASEMENT

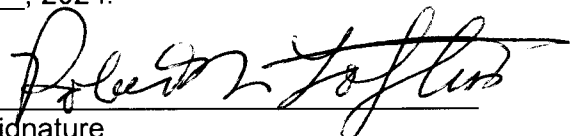
Robert M. Loftus and Ildefonsa Loftus, Trustees of the Loftus Living Trust (collectively, the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successor and assignees (Grantee), a permanent easement for the purpose of construction and maintenance of a sanitary sewer and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto. Along with the right of access from Beecher Road thereto.

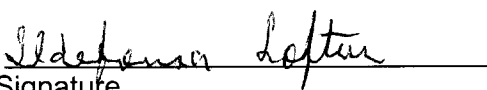
Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for the sanitary sewer. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 15th day of July, 2024.


By: 
Signature
Robert M. LOFTUS
Printed Name

By: 
Signature
ILDEFONSA LOFTUS
Printed Name

State of Illinois)
) ss
County of Kendall)

I, JONATHAN L. HELLAND, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT M. LORTUS, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of JULY, 2024.



Notary Public



State of Illinois)
) ss
County of Kendall)

I, JONATHAN L. HELLAND, a Notary Public in and for the County and State aforesaid, do hereby certify that TERESA LORTUS, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of JULY, 2024.



Notary Public



This instrument was prepared by:
Megan Lamb
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

EXHIBIT A

PARCEL A (30' UTILITY EASEMENT)

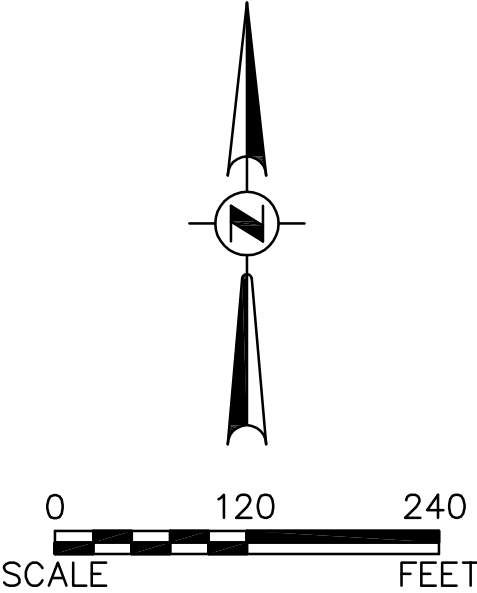
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 01 DEGREES 18 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 17, 731.03 FEET TO THE NORTH LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 22 MINUTES 17 SECONDS WEST, ALONG SAID NORTH LINE, 1378.71 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 01 DEGREES 10 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, 31.12 FEET; THENCE NORTH 73 DEGREES 22 MINUTES 17 SECONDS EAST, 1672.43 FEET TO THE CENTER LINE OF ROB ROY CREEK DESCRIBED IN DOC 200100014575; THENCE SOUTH 07 DEGREES 20 MINUTES 24 SECONDS EAST, ALONG SAID CENTER LINE, 30.40 FEET TO THE NORTH LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY; THENCE SOUTH 73 DEGREES 22 MINUTES 17 SECONDS WEST, ALONG SAID NORTH LINE, 297.10 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL C (30' UTILITY EASEMENT)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 01 DEGREES 18 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 17, 627.34 FEET TO THE SOUTH LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY; THENCE NORTH 73 DEGREES 22 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH LINE, 177.59 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 73 DEGREES 22 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH LINE, 30.00 FEET; THENCE SOUTH 16 DEGREES 39 MINUTES 01 SECONDS EAST, 10.00 FEET; THENCE NORTH 73 DEGREES 22 MINUTES 17 SECONDS EAST, 59.93 FEET TO THE EAST LINE OF GRANTORS PROPERTY DESCRIBED IN DOCUMENT 200100014575 RECORDED IN THE KENDALL COUNTY RECORDERS OFFICE; THENCE SOUTH 07 DEGREES 43 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 32.93 FEET; THENCE SOUTH 73 DEGREES 22 MINUTES 17 SECONDS WEST, 76.34 FEET; THENCE NORTH 16 DEGREES 39 MINUTES 01 SECONDS WEST, 40.00 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

EXHIBIT

PARCEL A 50,224 SF/ 1.15 ACRES
PARCEL B 116,970 SF/ 2.69 ACRES
PARCEL C 2,794 SF/ 0.06 ACRES
PARCEL D 136,904 SF/ 3.14 ACRES



BEECHER ROAD
DOC 200500025830

WEST LINE OF THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 18-37-7

CENTERLINE
OF CREEK

41.17'
S05°27'34"W
32.27'
S07°20'24"E
30.40'
S07°20'24"E

297.10'
S73°22'17"W

P.O.B.
PARCEL A

P.O.B.
PARCEL C

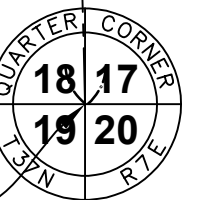
SEE DETAIL FOR
PARCEL C

177.59'
N73°22'17"E

N01°18'23"W

731.03'

627.34'



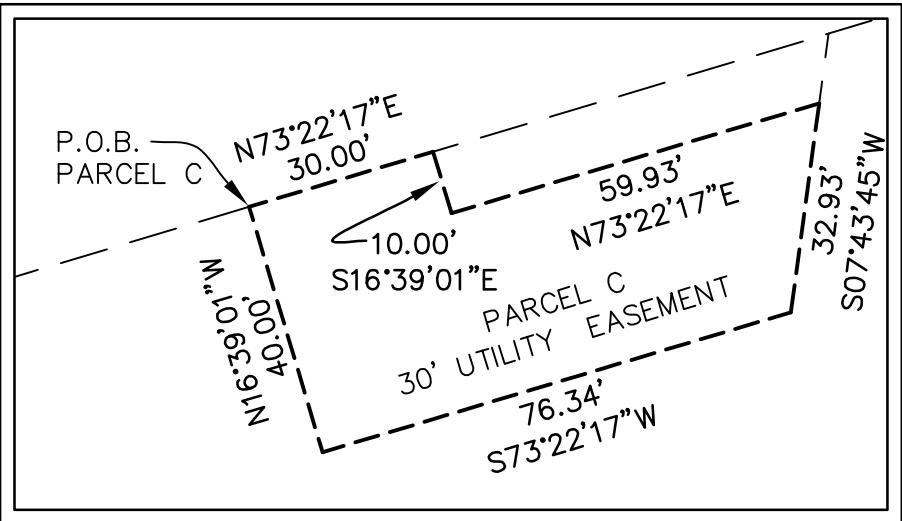
P.O.C.
PARCELS A, B & C
FOUND IRON PIPE

BURLINGTON NORTHERN SANTA FE RAILROAD

70' TEMPORARY CONSTRUCTION EASEMENT
30' UTILITY EASEMENT

85' TEMPORARY CONSTRUCTION EASEMENT

DETAIL
PARCEL C



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: Y02321
FILE NO: Y02321-LOFTUS-02

Owner Loftus Trust
Address 11159 Faxton Road
Yorkville, Illinois 60560
County Kendall
P.I.N. Nos. 02-18-400-006 and 02-19-200-001

TEMPORARY CONSTRUCTION EASEMENT

Robert M. Loftus and Ildefonsa Loftus, Trustees of the Loftus Living Trust (collectively, the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees (Grantee), a temporary construction easement for the purpose of construction of a sanitary sewer and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto.

The right, easement and privilege granted herein shall terminate 5 years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for the sanitary sewer. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor

Dated this 15th day of July, 2024.

By: Robert M. Loftus

Signature

Robert M. LOFTUS

Printed Name

By: Ildefonsa Loftus

Signature

ILDEFONSA LOFTUS

Printed Name

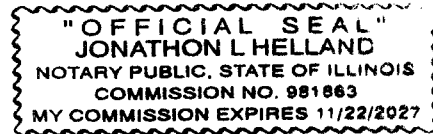
State of Illinois)
) ss
County of Kendall)

I, JONATHAN L. HELLAND, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT M. LOFUS, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of JULY, 2024.



Notary Public



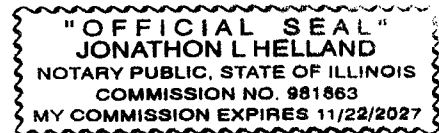
State of Illinois)
) ss
County of Kendall)

I, JONATHAN L. HELLAND, a Notary Public in and for the County and State aforesaid, do hereby certify that ELNEFONSA LOFUS, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of JULY, 2024.



Notary Public



This instrument was prepared by:
Megan Lamb
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

EXHIBIT A

PARCEL B (70' TEMPORARY CONSTRUCTION EASEMENT)

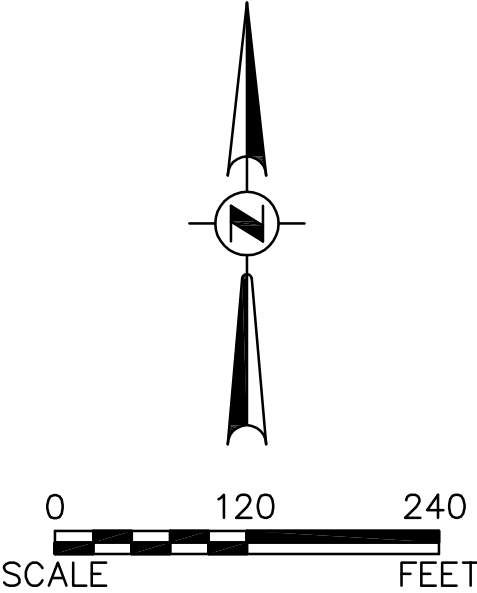
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 01 DEGREES 18 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 17, 731.03 FEET TO THE NORTH LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY; THENCE SOUTH 73 DEGREES 22 MINUTES 17 SECONDS WEST, ALONG SAID NORTH LINE, 1378.71 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 01 DEGREES 10 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, 31.12 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 10 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, 72.62 FEET; THENCE NORTH 73 DEGREES 22 MINUTES 17 SECONDS EAST, 1673.77 FEET TO THE CENTER LINE OF ROB ROY CREEK DESCRIBED IN DOC 200100014575; THENCE SOUTH 05 DEGREES 27 MINUTES 34 SECONDS WEST, ALONG SAID CENTER LINE, 41.17 FEET; THENCE SOUTH 07 DEGREES 20 MINUTES 24 SECONDS EAST ALONG SAID CENTER LINE, 32.27 FEET; THENCE SOUTH 73 DEGREES 22 MINUTES 17 SECONDS WEST, 1672.43 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL D (85' TEMPORARY CONSTRUCTION EASEMENT)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED IN DOCUMENT 200100014575 AND RECORDED IN THE KENDALL COUNTY RECORDERS OFFICE DESCRIBED AS FOLLOWS: AN 85.00 FOOT WIDE STRIP OF LAND LYING ADJACENT TO AND SOUTHERLY OF THE SOUTH LINE OF THE BURLINGTON NORTHERN SANTI FE RAILROAD RIGHT OF WAY AND EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, ALL IN KENDALL COUNTY, ILLINOIS.

EXHIBIT

PARCEL A 50,224 SF/ 1.15 ACRES
PARCEL B 116,970 SF/ 2.69 ACRES
PARCEL C 2,794 SF/ 0.06 ACRES
PARCEL D 136,904 SF/ 3.14 ACRES



BEECHER ROAD
DOC 200500025830

WEST LINE OF THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 18-37-7

CENTERLINE
OF CREEK

41.17'
S05°27'34"W
32.27'
S07°20'24"E
30.40'
S07°20'24"E

297.10'
S73°22'17"W

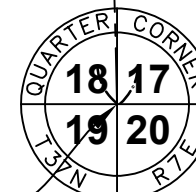
177.59'
N73°22'17"E

1673.77'
N73°22'17"E
1672.43'
N73°22'17"E
1378.71'
S73°22'17"W

BURLINGTON NORTHERN SANTA FE RAILROAD

1378.94'
N73°22'17"E
1636.01'
N73°22'17"E

N01°18'23"W
731.03'
627.34'



P.O.C.
PARCELS A, B & C
FOUND IRON PIPE

P.O.B.
PARCEL B

N01°10'53"W
72.62'

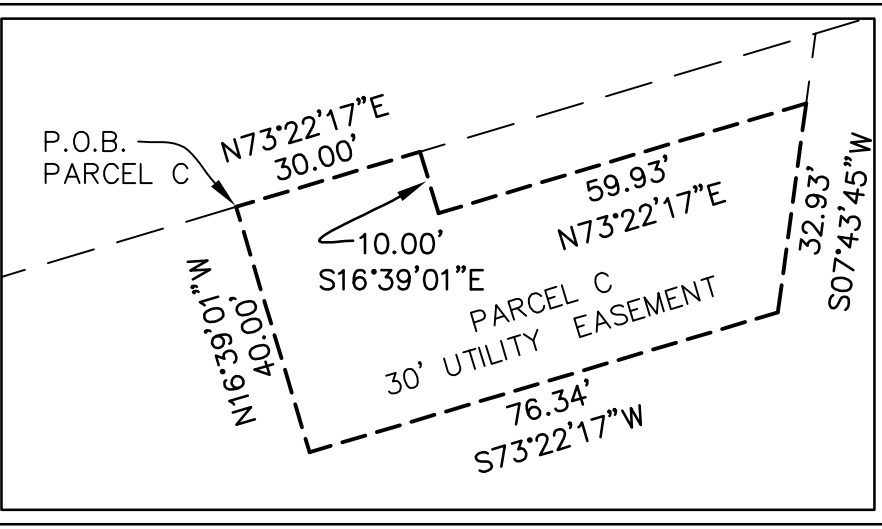
31.12'

70.00'

30.00'

85.00'

DETAIL
PARCEL C



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: Y02321
FILE NO: Y02321-LOFTUS-02



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 2024-58

Agenda Item Summary Memo

Title: EPA Climate Pollution Reduction Grant Award Via Kane County

Meeting and Date: City Council – July 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 18, 2024
Subject: EPA Climate Pollution Reduction Grant Award via Kane County

Summary

Consideration of a memorandum of agreement between the City, other municipalities and counties, and Kane County to participate in a Climate Pollution Reduction Grant Award being funneled through the Kane County government.

Background

The City's aggregation broker and solar consultant Progressive Business Solutions was able to secure Yorkville a tentative placeholder in a regional grant application from Kane County government for a climate pollution reduction grant award a few months ago. Without Yorkville's formal commitment, Kane County applied for a large package of grant projects related to build out of solar arrays and other related energy efficiency improvements throughout the region. The idea is that a group of like-minded local governments loosely coordinated by various business partners like Progressive could apply for a very large EPA grant to complete various municipal solar projects and be seen as more impactful by the EPA grant administrators. Kane County government was happy to take up this task as grant lead on behalf of DuPage County, Will County, Aurora, Batavia, Elgin, Naperville, Waukegan, Downers Grove, Yorkville, and Indian Prairie Community Unit School District 204.

Without Yorkville's efforts, Progressive Business Solution tentatively identified Yorkville's solar array projects as an eligible project and requested we be included at a potential grant award of more than \$1.07m. The use of these funds would go towards the City's future solar array installations – allowing the City to effectively¹ eliminate 30% of the cost of the solar array improvements and reap a larger benefit from energy savings from the solar projects.

Kane County has received preliminary notification that they will receive the EPA Climate Pollution Reduction Grant Award on behalf of it's regional partners, and is now asking Yorkville to approve the attached memorandum of agreement (MOA) to govern our sub-grantee status and participation in the project. Chris Childress from Progressive Business Solutions is expected to be present at the meeting to answer questions. The basics of this MOA are as follows:

¹ The nuance on "effectively" is that the grant, if awarded by the EPA and approved by the City and Kane County as grant entity, would require the City to pay for some (i.e. grants funds and financing through the solar company) or all of the costs of the solar arrays out of pocket and then receive grant reimbursement after the projects are completed.

- 1) Kane County serves as the grantee, and will have the ability to allocate smaller grants to the sub-grantees like Yorkville
- 2) Kane County will do all of the grant administration, Yorkville will simply have to comply with the grant requirements to receive funds
- 3) Kane County and the EPA can't force Yorkville to complete the projects, but if Yorkville chooses not to move forward with its projects or falls out of project compliance, Kane County could reallocate Yorkville's funds to other projects.
- 4) Yorkville will have access to \$1.07m in grant funds available for its solar projects on City properties
 - a. Exact locations and scope can be changed later, as long as the project is eligible from a broader grant requirement perspective.

Recommendation

Staff recommends approval of the memorandum of agreement between the City and Kane County to participate in a Climate Pollution Reduction Grant Award being funneled through the Kane County government.

Resolution No. 2024-_____

**RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT FOR THE
MANAGEMENT OF THE EPA CLIMATE POLLUTION REDUCTION GRANT AWARD**

WHEREAS, Kane County, DuPage County, Will County, City of Aurora, City of Batavia, City of Elgin, City of Naperville, City of Waukegan, Village of Downers Grove, United City of Yorkville, and Indian Prairie Community Unit School District 204 (collectively the “*Parties*”) are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government and school districts to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the Congress of the United States has enacted the Inflation Reduction Act of 2022 and established the Climate Pollution Reduction Grants (CPRG) program to address greenhouse gas (GHG) pollution contributing to climate change; and

WHEREAS, the CPRG program is designed to incentivize eligible applicants to apply for funding together as a coalition to implement GHG reduction measures across multiple municipalities; and

WHEREAS, more than two (2) million residents covered by the coalition will benefit from the award by reducing GHG emissions, improving air pollution, and accelerating the transition to a green economy; and

WHEREAS, the partner agencies committing to participate in the Coalition are: Kane County, Illinois – Coalition lead applicant; DuPage County, Illinois – subrecipient; Will County, Illinois – subrecipient; City of Aurora, Illinois – subrecipient; City of Batavia, Illinois – subrecipient; City of Elgin, Illinois – subrecipient; City of Naperville, Illinois – subrecipient; City of Waukegan, Illinois – subrecipient; Village of Downers Grove, Illinois – subrecipient; United City of Yorkville – subrecipient; Indian Prairie Community Unit School District 204, Illinois – subrecipient; and

WHEREAS, Kane County is the lead applicant for the Coalition and the “pass through entity” for purposes of applying for, administering funds, and managing the program associated with the CPRG grant; and

WHEREAS, Kane County accepts full responsibility for the performance of the coalition and is be accountable to U.S. Environmental Protection Agency (EPA) for effectively carrying out the full scope of work and the proper financial management of the grant; and

WHEREAS, the lead applicant for the Coalition is required to submit a Memorandum of Agreement (MOA), which provides documentation that the organizations have consulted with each other and are committed to fulfilling their respective roles and responsibilities to successfully implement the greenhouse gas (GHG) reduction measures described in the application prior to receiving any awarded funds by the EPA; and

WHEREAS, Kane County, as Coalition lead, will provide subawards to subrecipients through forthcoming subaward agreements for projects listed in the application as deemed eligible by the US EPA and the subrecipients will be accountable to the Kane County for proper use of EPA funding, successful project implementation, procurement of equipment and contractors consistent with EPA subaward policy and any other state or federal regulations; and

WHEREAS, Kane County, as coalition lead and pass through entity, will distribute CPRG grant funds to coalition subrecipients on a reimbursement basis for eligible expenses; and

WHEREAS, the City has determined that it is in the best interest of its residents to enter into a Memorandum of Agreement with the Parties in accordance with the requirements of the CPRG grant program, attached hereto as Exhibit “A”, in furtherance of the stated goals and desires set forth above.

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

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

Section 2. A Memorandum of Agreement between Kane County, DuPage County, Will County, City of Aurora, City of Batavia, City of Elgin, City of Naperville, City of Waukegan, Village of Downers Grove, United City of Yorkville, and Indian Prairie Community Unit School District 204 in the form attached hereto and made a part hereof, is hereby approved; and the Mayor and City Clerk are hereby authorized to execute said Agreement.

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

[Remainder of page intentionally left blank; roll call vote to follow]

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

**MEMORANDUM OF AGREEMENT FOR THE MANAGEMENT OF THE EPA
CLIMATE POLLUTION REDUCTION GRANT AWARD**

RECITALS

THIS MEMORANDUM OF AGREEMENT, made by and between the COUNTY OF KANE (COALITION LEAD APPLICANT); and the following SUB-RECIPIENTS: COUNTY OF DUPAGE; COUNTY OF WILL; CITY OF AURORA; CITY OF BATAVIA; CITY OF ELGIN; CITY OF NAPERVILLE; CITY OF WAUKEGAN; VILLAGE OF DOWNERS GROVE; UNITED CITY OF YORKVILLE; and INDIAN PRAIRIE COMMUNITY UNIT SCHOOL DISTRICT 204.

WHEREAS, the Parties are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, the Congress of the United States has enacted the Inflation Reduction Act of 2022 and established the Climate Pollution Reduction Grants (CPRG) program to address greenhouse gas (GHG) pollution contributing to climate change; and

WHEREAS, the CPRG program is designed to incentivize eligible applicants to apply for funding together as a coalition to implement GHG reduction measures across multiple municipalities; and

WHEREAS, more than two (2) million residents covered by the coalition will benefit from the award by reducing GHG emissions, improving air pollution, and accelerating the transition to a green economy; and

WHEREAS, the partner agencies committing to participate in the Coalition are: Kane County, Illinois – Coalition lead applicant; DuPage County, Illinois – subrecipient; Will County, Illinois – subrecipient; City of Aurora, Illinois – subrecipient; City of Batavia, Illinois – subrecipient; City of Elgin, Illinois – subrecipient; City of Naperville, Illinois – subrecipient; City of Waukegan, Illinois- subrecipient; Village of Downers Grove, Illinois – subrecipient; United City of Yorkville, Illinois – subrecipient; Indian Prairie Community Unit School District 204, Illinois – subrecipient;

WHEREAS, Kane County is the lead applicant for the Coalition and the “pass through entity” for purposes of applying for, administering funds, and managing the program associated with the CPRG grant; and

WHEREAS, Kane County accepts full responsibility for the performance of the coalition and is be accountable to U.S. Environmental Protection Agency (EPA) for effectively carrying out the full scope of work and the proper financial management of the grant; and

WHEREAS, the lead applicant for the Coalition is required to submit a Memorandum of Agreement (MOA), which provides documentation that the organizations have consulted with each other and are committed to fulfilling their respective roles and responsibilities to successfully implement the greenhouse gas (GHG) reduction measures described in the application prior to receiving any awarded funds by the EPA; and

WHEREAS, Kane County, as Coalition lead, will provide subawards to subrecipients through forthcoming subaward agreements for projects listed in the application as deemed eligible by the US EPA and the subrecipients will be accountable to the Kane County for proper use of EPA funding, successful project implementation, procurement of equipment and contractors consistent with EPA subaward policy and any other state or federal regulations; and

WHEREAS, Kane County, as coalition lead and pass through entity, will distribute CPRG grant funds to coalition subrecipients on a reimbursement basis for eligible expenses; and

WHEREAS, Kane County and the Coalition Partner Agencies of this Agreement find that is in the best interests of their respective local governments, that this undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and,

WHEREAS, purchasing and accounting methods will be in accordance with the subrecipients' governing jurisdiction's established policies and ordinances that govern the requisition and purchase of equipment and supplies; and

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties do hereby agree and covenant as follows:

1. RECITALS

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

For purposes of this Agreement, Kane County shall be referred to as "LEAD" and all subrecipient or partner agencies shall collectively be referred to interchangeably as "SUBRECIPIENTS" or "PARTNER AGENCIES."

2. ELIGIBLE EXPENSES

Subrecipient shall spend funds on allowable costs in compliance with approved awards and any other guidance issued by the Environmental Protection Agency. Subrecipient shall spend funds in accordance with Title 2 C.F.R. 200- Uniform Administrative Requirements, guidance by the Environmental Protection Agency and other applicable state and federal laws. Specific eligible expenses will be determined upon EPA award and included in any subaward agreement.

3. REIMBURSEMENT REQUESTS

Subrecipient agrees to request funds on a reimbursement basis. Detailed instructions on requests for reimbursement will be included in subaward agreement.

4. COMPLIANCE WITH GRANT MONITORING & REPORTING PROVISIONS

The Parties agree that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations and certifications governing any activities undertaken during the performance of the Agreement. This Agreement requires compliance with Title 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and guidance issued by the Environmental Protection Agency and all other applicable federal laws.

Pursuant to 2 C.F.R. § 200.208, LEAD is responsible for ensuring that specific Federal award conditions are consistent with the program design reflected in Section 200.202, including clear performance expectations of recipients as required in Section 200.301.

In furtherance of its responsibilities, LEAD may adjust specific Federal award conditions as needed, in accordance with Section 200.208, based on an analysis of the following factors:

- (1) Based on the criteria set forth in § 200.206;
- (2) The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;
- (3) The applicant or recipient's ability to meet expected performance goals as described in § 200.211; or
- (4) A responsibility determination of an applicant or recipient.

Additional Federal award conditions may include items such as the following:

- (1) Requiring payments as reimbursements rather than advance payments;

- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
- (3) Requiring additional, more detailed financial reports;
- (4) Requiring additional project monitoring;
- (5) Requiring the non–Federal entity to obtain technical or management assistance;
or
- (6) Establishing additional prior approvals.

If LEAD imposes additional Requirements consistent with Section 200.208, it shall notify the SUBRECIPIENT as to:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Pursuant to Section 200.208, LEAD shall promptly remove any additional Requirements once the conditions that prompted them have been satisfied.

Furthermore, LEAD has the right to conduct monitoring consistent with 2 CFR 200.332. The Parties shall comply with applicable requirements of the Climate Pollution Reduction Grants (“CPRG”) program, including, but not limited to the monitoring responsibilities for LEAD and the reporting requirements for SUBRECIPIENTS, as it relates to financial and grant use reporting. The Subrecipient shall participate in lawfully required monitoring activities at the request of LEAD. The LEAD may request reasonable ad-hoc reports and supporting documentation in addition to the reimbursement requests. Failure to submit proper documentation verifying eligible expenses may result in termination of funding and recoupment of awarded funds from the Subrecipient.

Under 2 CFR 200.332(d), LEAD monitoring of the SUBRECIPIENT would include:

- A. Reviewing financial and performance reports required by the pass-through entity.

- B. Following up and ensuring subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from pass through entity.
- C. Issuing management decision for applicable audit findings and resolve audit findings specifically related to subaward.

If a SUBRECIPIENT is noncompliant, LEAD would need to take enforcement action against the non-complying municipality or county. SUBRECIPIENTS understand and agree that LEAD may take one of the following actions, by the authority granted to LEAD under 2 CFR 200.339, if compliance cannot be remedied by imposing additional conditions. Those Actions may include one or more of the following:

1. Temporarily withhold cash payments pending correction.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings- (pass through entities can recommend the Federal government conduct such proceeding).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

5. COMPLIANCE WITH GRANT CERTIFICATIONS

The Parties shall comply with all applicable certifications and assurances required by the CPRG program, which is attached hereto and fully incorporated herein as ATTACHMENT B.

6. LIABILITY

The Parties shall each be individually responsible for their own actions and omissions, and for those of their officers, agents and employees, in the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver of a Party's respective immunities or defenses, whether statutory or common law, by reason of any applicable indemnification and insurance provisions, or as an assumption of any duty for the benefit of any third party.

7. INSURANCE REQUIREMENTS

The Subrecipients will carry sufficient insurance coverage to protect any grant funds provided to the Subrecipients under the forthcoming subaward agreements. The insurance coverage shall also be adequate to satisfy any indemnification provisions set forth in the forthcoming subaward agreements.

8. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered to LEAD, shall be an original, but all of which shall together constitute one and the same instrument.

9. TERM & EFFECTIVE DATE

This Agreement shall become effective upon the date of acceptance by *all* of the Parties hereto (hereinafter referred to as the “effective date”). The initial term of this Agreement shall be for a period of three (3) years, commencing upon the Agreement’s effective date.

10. NO THIRD-PARTY BENEFICIARY

The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including, but not limited to, subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

11. FINAL AGREEMENT OF PARTIES; INTEGRATION - AMENDMENTS

This writing constitutes the final expression of the Agreement of the Parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof.

This Agreement may only be amended with the written consent of all Parties hereto, and appropriately executed by all Parties to the Agreement.

12. NOTICES

All notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page of this Agreement, or to such other address as the parties may designate in writing from time to time. A party updating their official notice address shall send said notice to all

current and future signatories to this Agreement. Said update is not considered a formal “modification” to the terms of this Agreement.

13. LEGAL AUTHORITY

The Parties represent that all necessary acts have been taken to authorize and approve this agreement in accordance with applicable law, and this Agreement, when executed by the Parties hereto, shall constitute a binding obligation of the Parties, legally and enforceable at law and equity against each.

14. GOVERNING LAW & VENUE

This Agreement shall be interpreted and governed by the laws of the State of Illinois. The parties agree that the exclusive venue for resolving any legal proceedings between them shall be the Sixteenth Judicial Circuit Court of Kane County, State of Illinois, or the United States District Court for the Northern District of Illinois.

15. ASSIGNMENT

This Agreement may not be assigned without the prior written consent of the other Parties, which will not be unreasonably withheld.

16. VALIDITY

If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

17. CONFIDENTIALITY

The parties shall maintain the confidentiality of records, data and other information deemed confidential by another party, except as otherwise required by law. Nothing in this paragraph is intended to impair a party's compliance with a request for information made pursuant to the Illinois Freedom of Information Act (FOIA).

18. SEVERABILITY

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement, and the remaining provisions shall continue in full force and effect to the fullest extent possible.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Parties.

KANE COUNTY, ILLINOIS

By: _____

Date: _____

Corinne Pierog
Kane County Board Chair
Kane County Government Center
719 Batavia Avenue, Building A
Geneva, Illinois 60134

DUPAGE COUNTY, ILLINOIS

By: _____

Date: _____

WILL COUNTY, ILLINOIS

By: _____

Date: _____

CITY OF AURORA, ILLINOIS

By: _____

Date: _____

CITY OF BATAVIA, ILLINOIS

By: _____

Date: _____

CITY OF ELGIN, ILLINOIS

By: _____

Date: _____

CITY OF NAPERVILLE, ILLINOIS

By: _____

Date: _____

CITY OF WAUKEGAN, ILLINOIS

By: _____

Date: _____

VILLAGE OF DOWNERS GROVE, ILLINOIS

By: _____

Date: _____

Indian Prairie Community Unit School District 204

By: _____

Date: _____

UNITED CITY OF YORKVILLE, ILLINOIS

By: _____

Date: _____

ATTACHMENT A

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

Section I. _____

[Title and Description of Subaward including whether the Subaward is for Research and Development]

Section II. Federal Requirements.

A. Federal Award Identification.

1. **Subrecipient:**_____.

2. **Official Contact Information** (Name, Title, Address, Phone, Email): _____

3. **FEIN Number; SAM Registration; Nature of Entity:**

Under penalties of perjury, Subrecipient certifies that _____ is Subrecipient's correct SAM registration number; that _____ is Subrecipient's correct FEIN number; and that Subrecipient is doing business as a Governmental Unit in the State of Illinois.

4. **Amount of Agreement:** The amount of initial CPRG Funds dispensed to the Subrecipient are:_____. Subrecipient agrees to accept LEAD's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

5. **Identification Numbers:** If applicable, the Federal Award Identification Number (FAIN) is: _____, the federal awarding agency is: *United States Environmental Protection Agency*, and the Federal Award date is _____.

Note: The FAIN corresponds with the "Assistance ID No." on the EPA Notice of Award.

6. **Assistance Listing Number and Name for each EPA award used to support**

the subaward: _____.

7. Indirect cost rate for the pass-through entity's Federal award: _____

B. All "flow down" requirements imposed on the subrecipient by the pass-through entity to ensure that the EPA award is used in accordance with Federal statutes, regulations and the terms of the EPA award. The subrecipient is accountable to the pass-through entity for compliance with Federal requirements. In turn, the pass-through entity is responsible to EPA for ensuring that subrecipients comply with Federal requirements.

These requirements include, among others:

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
2. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"
3. Limitations on individual consultant fees as set forth in General Condition [2 CFR 1500.10](#) and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"
4. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"
5. The Procurement Standards in [2 CFR Part 200](#) including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at [2 CFR 200.322](#).
6. For states and other public recipients, a provision ensuring that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

Other statutes, regulations and Executive Orders that may apply to subawards are described at [Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients](#). Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice, if necessary.

ATTACHMENT B

CERTIFICATIONS AND ACKNOWLEDGEMENTS OF CPRG SUBRECIPIENTS

All of the Certifications and Assurances listed below are Federal requirements that may apply to SUBRECIPIENTS of EPA funded projects per 2 CFR 200.332(a)(2). This form serves as a notification and acknowledgment of these requirements prior to further pursuing this funding option. Please sign the attestation at the end of the following certifications and assurances, certifying acknowledgment of each of the requirements of the grant program. This shall be completed and submitted with grant application submittals.

Name of SUBRECIPIENT: _____

1. Non-Discrimination Laws

Title VI of the Civil Rights Act of 1964; Section 13 of the Federal Water Pollution Control Act Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975 prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

Pursuant to EPA's regulations on "*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*," in [40 CFR Part 5](#) and [40 CFR Part 7](#), the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

a. Executive Order 11246

Part III of Executive Order No. 11246 (September 24, 1965) *as amended* prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as "any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property." Contracts less than \$10,000 are exempt from the requirements of the Order.

b. Executive Order 13798

Executive Order 13798 established a policy of promoting free speech and religious liberty. It reinforces the requirement that religious organizations be allowed to participate in Federal financial assistance programs on an equal footing with other organizations without being required to alter their religious character. States or other public grantees may not condition subawards in a manner that would disadvantage grant applicants based on their religious character.

c. Disadvantaged Business Enterprises

EPA regulations at [40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs"](#) set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women's Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with [40 CFR 33.102](#) and the definition of "Recipient" in [40 CFR 33.103](#).

d. Consultation with State and Local Officials

The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 *as amended* (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in [40 CFR Part 29](#).

EPA financial assistance programs subject to intergovernmental review may be found at: <https://www.epa.gov/grants/epa-financial-assistance-programs-subject-executive-order-12372-and-section-204-demonstration>. Executive Order 12372 exempts tribal programs from intergovernmental review.

If intergovernmental review is required, and neither EPA nor the pass-through entity complied with [40 CFR Part 29](#) prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at [40 CFR 29.9\(d\)](#), if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient's proposed project.

e. Clean Air Act and Clean Water Act

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the [System for Award Management](#). Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the [General Terms and Conditions](#) (T&C) of the pass-through entity's

agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

a. Federal Funding Accountability and Transparency Act

As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

b. Suspension and Debarment

The pass-through entities responsibilities are described at [2 CFR Part 180, Subpart C](#) and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which include checking [SAM](#) to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with [2 CFR 180.220](#), under [2 CFR 1532.220](#), suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at [2 CFR 1532.995](#) EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

c. Limits on Fees Charged by Individual Consultants

EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at [2 CFR 1500.10\(a\)](#) and the "Consultant Cap" T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) and the [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#).

d. Management Fees

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

e. New Restrictions on Lobbying, 40 CFR Part 34

All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34. For example, pass-through entities must ensure that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by [40 CFR 34.110](#) and the "Lobbying and Litigation" Terms and Conditions.

f. Uniform Grant Guidance Requirements (UGG)

Subrecipients must comply with [2 CFR Part 200](#) requirements, including but not limited to when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

g. Build America, Buy America Act

Pass-through entities must ensure subrecipients comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the [Infrastructure Investment and Jobs Act](#) (IIJA) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards.

Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA's [BABA website](#).

When supported by a rationale provided in Section 70914 of the IIJA, pass-through entities and/or sub-recipients, as appropriate, may submit a project-specific waiver to EPA. Guidance on the submission instructions of an EPA waiver request will be available on the EPA [BABA website](#). A list of approved EPA waivers is available on the EPA [BABA website](#).

3. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. National Environmental Policy Act

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are

at [40 CFR Part 6](#), and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

b. Executive Order No. 12898 (1994)

This Executive Order (E.O.) directs federal agencies to “make achieving environmental justice part of its mission.” Each covered agency is required to identify and address, as appropriate, any “disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.” One vehicle for EPA’s efforts to address environmental justice concerns is a NEPA analysis. Considering environmental justice generally involves identifying potential adverse effects on minority populations and low-income populations, as well as encouraging early public participation and the development of alternative or mitigating options as appropriate. The terms and conditions of the EPA award may require pass-through entities and subrecipients to assist EPA in ensuring the requirements of the Executive Order are met.

c. National Historic Preservation Act

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP’s regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases.

EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.

Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

d. Archeological and Historic Preservation Act

This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

e. Protection of Wetlands, Executive Order 11990 (1973), *as amended*

EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

f. Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)

EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

g. Farmland Protection Policy Act

This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

h. Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

i. Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

j. Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under

consideration may affect a designated river.

k. Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in [50 CFR Part 402](#). The ESA consultation process is triggered when an action “may affect” ESA-protected species or critical habitat.

Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate.”

l. Magnuson-Stevens Fisheries Conservation and Management Act

Magnuson-Stevens Fisheries Conservation and Management Act *as amended* by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

m. Clean Air Conformity Act

This statute prohibits any Federal assistance for an activity within a non-attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass-through entities and subrecipients should first consult with their state air program’s website to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at [40 CFR 93.153\(c\)](#) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

n. Safe Drinking Water Act

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

4. National Defense.

a. Never Contract with the Enemy (P.L. 113-91)

This statute applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The “Never Contract with the Enemy” restrictions are implemented in 2 CFR Part 180. Recipients must ensure that none of the funds, including supplies and services, received under Federal grants or cooperative agreements are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

b. Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232).

This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the [System for Award Management](#) exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential component of any system, or as critical technology as part of any system.

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SUBGRANTEE’S VERIFICATION BY CERTIFICATION

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure (735 ILCS 5/1-1109), the undersigned certifies that he or

she is authorized to act on behalf of the subrecipient hereinafter listed and that they have read and understands the Federal requirements that may apply to SUBRECIPIENTS of EPA funded projects, per 2 CFR 200.332(a)(2), which have been listed in the attached document entitled, "ATTACHMENT B: CERTIFICATIONS AND ACKNOWLEDGEMENTS OF CPRG SUBRECIPIENTS."

SUBRECIPIENT MUNICIPALITY

Signature of Authorized Representative

Printed Name

Title

Date

City of Yorkville

Facility	Address	Environmental	* * Preliminary Solar Design * *			Estimated	Direct Pay
		Justice Community	KW DC	YR 1 KWH	Solar Type	Pricing	Federal Tax Credit
Library	902 Game Farm Rd, Yorkville	No	194	213,130	RM	\$455,000	\$ 136,500
City Hall	651 Prairie Point Dr	No	400	547,865	Canopy	\$958,253	\$ 287,476
Well (pump station)	2224 Tremont	No	262	249,574	GM, CP	\$625,854	\$ 187,756
Well (pump station)	2921 Bristol Ridge Road	No	314	444,000	GM	\$875,547	\$ 262,664
Well (pump station)	3099 Lehman Crossing	No	241	330,800	RM	\$652,322	\$ 195,697
			1,411	1,785,369	Total	\$3,566,976	\$1,070,093

* these system sizes (KW) and year 1 production estimates (KWH) are preliminary and may change during final engineering

* indicative pricing is preliminary for budgeting purposes



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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2024-58

Agenda Item Summary Memo

Title: 2024 Local Road Program – Change Order No. 1 (Faxon Road)

Meeting and Date: City Council – July 23, 2024

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-58

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Erin Willrett, Assistant City Administrator
Rob Fredrickson, Finance Director
Jori Behland, City Clerk

Date: June 24, 2024
Subject: 2024 Local Road Program

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The City awarded the work for the above-referenced contract to Builders Paving, LLC in the amount of **\$3,162,000.00**. The project is currently in contracting.

Questions Presented:

Should the City approve Change Order No. 1 which would **increase** the contract value by \$596,828.00?

Discussion:

The change order would increase the contract value to \$3,758,836.00.

The City is potentially receiving funds to complete the improvements on Faxon Road from High Ridge Lane to Twinleaf Trail.

We are recommending approval of the change order contingent upon receipt of the funds noted above.

Action Required:

Consideration of approval of Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: June 24, 2024

Agreement Date: N/A

NAME OF PROJECT: 2024 Local Road Program

OWNER: United City of Yorkville

CONTRACTOR: Builders Paving, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) Addition of Faxon Road Resurfacing

\$596,828.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 3,162,008.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 3,162,008.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(~~decreased~~) by:

\$ 596,828.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 3,758,836.00

Justification:

- 1) Additional paving work on Faxon Road

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: _____ Builders Paving, LLC.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville



Request for Approval of Change of Plans

Local Public Agency	County	Route	Section Number
United City of Yorkville	Kendall	Various Local Roads	
Request Number	Contractor		
1	Builders Paving, LLC		
Address		City	State Zip Code
4401 Roosevelt Road		Hillside	IL 60162
Date			
06/24/24			

I recommend that this Addition be made to the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- Preparation of Base	Sq Yd	17000	\$1.5000	A	\$25,500.0000	\$0.0000
- Hot-Mix Asphalt Surface Removal, 4.5"	Sq Yd	17000	\$5.0000	A	\$85,000.0000	\$0.0000
- Hot-Mix Asphalt Binder Course, IL-19.0, N50	Ton	4284	\$78.0000	A	\$334,152.0000	\$0.0000
- Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50	Ton	1428	\$80.0000	A	\$114,240.0000	\$0.0000
- Combination Curb and Gutter Removal and Replacement	Foot	400	\$36.0000	A	\$14,400.0000	\$0.0000
- Routing and Sealing Cracks	Foot	7700	\$0.6400	A	\$4,928.0000	\$0.0000
- Inlets To Be Adjusted	Each	16	\$538.0000	A	\$8,608.0000	\$0.0000
- Additional Traffic Control and Protection	L Sum	1	\$10,000.0000	A	\$10,000.0000	\$0.0000
-					\$0.0000	\$0.0000
-					\$0.0000	\$0.0000
-					\$0.0000	\$0.0000
Total Changes					\$596,828.00	\$0.00

Add Row

Total Net Change	\$596,828.00
Amount of Original Contract	\$3,162,008.00
Amount of Previous Change Orders	\$0.00
Amount of adjusted/final contract	\$3,758,836.00

Total net addition to date \$596,828.00 which is 18.87% of the contract price.

State fully the nature and reason for the change

Additional work on Faxon Road, please see location map.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☒ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The Local Public Agency has determined that the change is germane to the original contract as signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

Christopher J. Ott

Title of Preparer

Project Manager

Submitted/Approved

Local Public Agency Signature & Date

BY:

Title:

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways Signature & Date

Approved:

Illinois Department of Transportation

Regional Engineer Signature & Date

IDOT Department Use Only

Received Location

Received Date

Additional Location?

☐

WMFT Entry By

Entry Date

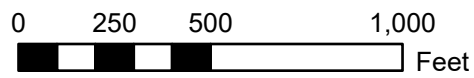


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
630-553-4350
www.yorkville.il.us

		DATE:	June 2024
		PROJECT NO.:	YO2408
		BY:	KJD
		PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\
		FILE:	YO2408_Whispering_Meadows_Paving_MXD
NO.	DATE	REVISIONS	



Whispering Meadows Remaining Paving





Builders Paving, LLC
4401 Roosevelt Road
Hillside, IL 60162
Phone: 847.419.9000 Fax: 847.419.9050

To: United City Of Yorkville Address: 651 Prairie Pointe Drive Yorkville, IL 60560	Contact: Phone: (630) 553-4350 Fax:
Project Name: Yorkville 2024 Local Road Program Project Location: Various Routes, Yorkville, IL Addendum #: 1	Bid Number: 11160 Bid Date: 5/13/2024

The following is a recap of our quantities and pricing for this project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	HMA Surf Rem 4.5"	17,000.00	SY	\$5.00	\$85,000.00
02	HMA BC 19.0 N50	4,284.00	TON	\$78.00	\$334,152.00
03	Prep Of Base	17,000.00	SY	\$1.50	\$25,500.00
04	TCP- RCO 1	1.00	LS	\$10,000.00	\$10,000.00

Total Bid Price: \$454,652.00

Notes:

- Our pricing is based upon completing all work in the 2024 construction season, unless otherwise noted, and is based upon material and cartage rates in effect at the time of this proposal. Due to the volatility of the petroleum market, our proposal is subject to adjustment, based upon the market price and availability of raw materials and cartage rates at the time of installation.
- This proposal is valid for a period of thirty (30) days from the date of issue and may be revised or rescinded thereafter, at our discretion, without prejudice.

Payment Terms:

This is a unit price proposal, with the completed cost of each item based upon the unit prices and quantities as measured in the field.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Builders Paving, LLC Authorized Signature: _____ Estimator: Chris Mentone (847) 419-9000 cmentone@builderspavingllc.com
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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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2024-60

Agenda Item Summary Memo

Title: WY22 and WY2023 Water Audit Results and Recommendations

Meeting and Date: City Council – July 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-60

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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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: July 3, 2024
Subject: WY2022 and WY2023 Water Audit Results and Recommendations

To meet the Lake Michigan Allocation permit requirements, the United City of Yorkville is required to reduce Non-Revenue Water (NRW) to below 10% prior to connecting to DuPage Water Commission (DWC) with water from Lake Michigan in 2028. To track progress, the water audits for WY2022 and WY2023 have been prepared in accordance with the methodology found in AWWA Manual M36 – Water Audits and Loss Control and associated software. The City's NRW for WY2022, the period from 10/1/21 through 9/30/22, is 8.3%, and then increases in WY2023, the period from 10/1/22 through 9/30/23, to 14.8%. In Table No. 1 and Figure A found on Page 2 of this memo, a historical summary of water audit results is provided, including the water audit results for WY2022 and WY2023.

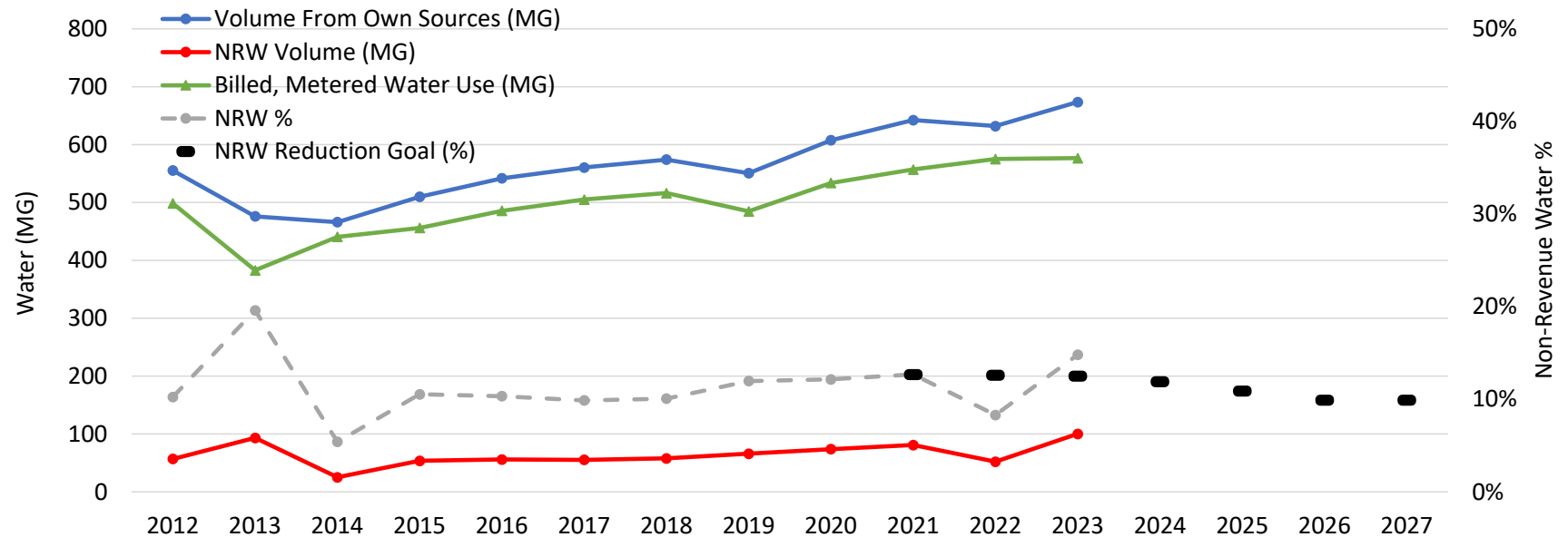
The components of NRW are: 1) Unbilled Authorized Consumption (which includes both unbilled metered and unbilled unmetered water use), 2) Apparent Losses, and 3) Real Losses. Apparent losses consist of the following: unauthorized consumption, customer metering inaccuracies, and systematic data handling errors. The real losses include: 1) leakage on distribution/transmission water mains, 2) leakage and overflows at storage facilities, and 3) leakage at service connections.

The Water System Improvement Plan submitted to Illinois Department of Natural Resources (IDNR) as part of the Lake Michigan Allocation permitting process for WY2021 addressed all three (3) components. To reduce unbilled authorized water use, the City is reviewing all known unbilled authorized water use with the intent of installing meters at these sources, where practical and billing when appropriate. To address apparent water losses, the City is investing in replacing all customer meters and converting to Advanced Metering Infrastructure (AMI) technology. In regard to real losses, the City began to perform annual leak detection. Further, while the City has periodically replaced water main at locations where water main breaks are most frequent, the City developed and is implementing a five (5) year water main replacement program to replace 7.7 miles of water main installed prior to 1970.

Table No. 1 Historical Water Audit Summary

Water Audit Line Item	Unit	Calendar Year							Water Year				
		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
WATER SUPPLIED - Total	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	638.00	627.27	677.05
AUTHORIZED CONSUMPTION													
Billed Authorized Use	MG/Yr	498.39	382.80	440.82	456.20	485.81	505.21	516.29	484.84	533.76	557.11	575.15	576.76
Unbilled Authorized Consumption	MG/Yr	6.94	5.95	5.83	6.37	6.77	7.01	7.18	6.88	7.59	8.97	14.96	12.41
AUTHORIZED CONSUMPTION - Total	MG/Yr	505.33	388.75	446.65	462.57	492.58	512.22	523.47	491.72	541.35	566.08	590.11	589.17
NON-REVENUE WATER													
Water Supplied - Total	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	638.00	627.27	677.05
Less Billed and Unbilled Authorized Consumption - Total	MG/Yr	-505.33	-388.75	-446.65	-462.57	-492.58	-512.22	-523.47	-491.72	-541.35	-566.08	-590.11	-589.17
WATER LOSSES - Total	MG/Yr	50.01	87.40	19.38	47.35	49.21	48.36	50.62	59.02	66.24	71.92	37.16	87.87
Plus Unbilled Authorized Consumption (Unbilled Metered and Metered Water)	MG/Yr	6.94	5.95	5.83	6.37	6.77	7.01	7.18	6.88	7.59	8.97	14.96	12.41
NON-REVENUE WATER-Total	MG/Yr	56.95	93.35	25.20	53.72	55.99	55.37	57.80	65.91	73.84	80.89	52.12	100.28
NON-REVENUE WATER %	%	10.3%	19.6%	5.4%	10.5%	10.3%	9.9%	10.1%	12.0%	12.2%	12.7%	8.3%	14.8%

Figure A. Historical Water Audit Summary



However, the Water System Improvement Plan was intended to be a living document which would be reviewed, reevaluated, and modified as appropriate on an annual basis in conjunction with the completion of the annual Water Audit. That being said, the two (2) key parameters to determining the amount of NRW include the water supplied from water treatment plants and the amount of water being billed. City staff has made great efforts in ensuring accurate information is obtained for the water supplied to the distribution system; however, we observed significant fluctuations in the billing data depending on assumptions within the queries. The current billing system is outdated and has limited functionality to query the data with confidence for any given Water Year. Therefore, given the City is not meeting the NRW reduction schedule as of WY2023 and based on our observations and discussions with City staff while preparing the water audits, we recommend the following work items be expedited such that they are complete by September 30, 2026:

1. Completing the Customer Meter Change-out Program
2. Implementing a new billing software and then completing a third-party billing audit once the billing software is in place.

These work items will improve the billing data integrity used in the water audit. The City intends to connect to Lake Michigan in 2028, and therefore it is imperative that the City demonstrate it has reached this goal in the water audit prior to connecting which is the water audit for WY2027, the period from October 1, 2026, through September 30, 2027. Therefore, to meet the NRW goal of less than 10% before connection to DWC, any critical NRW reduction strategies should be implemented by no later than September 30, 2026, such that the impacts can be observed in the WY2027 Water Audit.

If you have any questions or require additional information, please let us know.



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 #3

Tracking Number

PW 2024-61

Agenda Item Summary Memo

Title: Route 126 Water Main Improvements – Design Engineering Agreement

Meeting and Date: City Council – July 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-61

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse

Name

Public Works

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: July 10, 2024
Subject: Rt. 126 Water Main Design Engineering Agreement

Summary

A proposed design engineering agreement from EEI for the design of the Rt. 126 for a fixed fee proposed at \$143,426 and an additional \$63,811 for direct expenses.

Background

This is one of the final pieces for the south receiving station. This water main will begin at the receiving station which is at the intersection of Wing Rd. and Rt. 126 and end at a point east of Mill St. along Rt. 126 where it will tie into the water main for the Timber Ridge subdivision. This water main will be a key distribution main to get Lake Michigan water into our system in the south central and central pressure zones. These zones cover an area from Rt. 71 north all the way through the old part of town and up to Kennedy Rd.

This project was originally scheduled and budgeted late FY25 with the bulk of the project to take place in FY26, but with WIFIA's strict rules and regulations, we thought it prudent to move up the schedule to make sure we have enough time to follow the WIFIA steps including land acquisition. In this current fiscal year, we have \$67,000 budgeted for design engineering with an additional \$209,000 for design engineering and \$25,000 for land acquisition budgeted in FY26. The proposed contract of \$143,426 and \$63,811 for direct costs will easily be under budget in total, but will be over budget in FY25, due to this project being expedited. Nonetheless, Finance Director Fredrickson believes that this FY25 overage will be easily absorbed within the existing adopted budget (due to the implementation timing of the meter replacement and ERP programs), so no budget amendment would be required. This entire project is budgeted in the (51) Water Fund in the Water Sourcing – DWC line item 51-510-60-00-6011 for reference.

Recommendation

Staff recommends approval of this proposal in the amount of \$143,426 for design engineering and \$63,811 for direct costs.

**Route 126 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 \$143,426.00. Additionally, direct expenses are expected to be \$63,811.00. 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.

Route 126 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 install approximately 6,000 feet of 16" water main to serve as a transmission main from the south receiving station to the existing water system. 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
- Preparing Easement Documents

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
- IDOT Permitting
- 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

Legal Surveying

- Boundary Survey
- Easement Preparation
- Legal Descriptions of Easements
- Purchase Title Commitments

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Seven (7) Soil Borings 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
- Land Acquisition

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										YO2419-P			
PROJECT TITLE										DATE		PREPARED BY	
Route 126 Water Main Improvements										7/8/24		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		20	-	32	8	-	-	-	-	-	-	60	\$ 13,128
2.2	Project Meetings		2	-	4	6	-	-	-	-	-	-	12	\$ 2,448
2.3	Topographic Survey & Easements		-	-	4	8	36	-	80	-	-	-	128	\$ 24,192
2.4	Utility Coordination		-	-	3	12	-	-	-	-	-	-	15	\$ 2,862
2.5	Final Plans, Specifications, and Estimates		-	-	98	220	-	-	-	30	84	-	432	\$ 80,526
2.6	Regulatory Agency Coordination and Permitting		-	-	29	54	-	-	-	-	-	-	83	\$ 16,134
2.7	Bidding and Contracting		1	-	8	10	-	-	-	-	-	5	24	\$ 4,136
Design Engineering Subtotal:			23	-	178	318	36	-	80	30	84	5	754	\$ 143,426
PROJECT TOTAL:			23	-	178	318	36	-	80	30	84	5	754	143,426

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

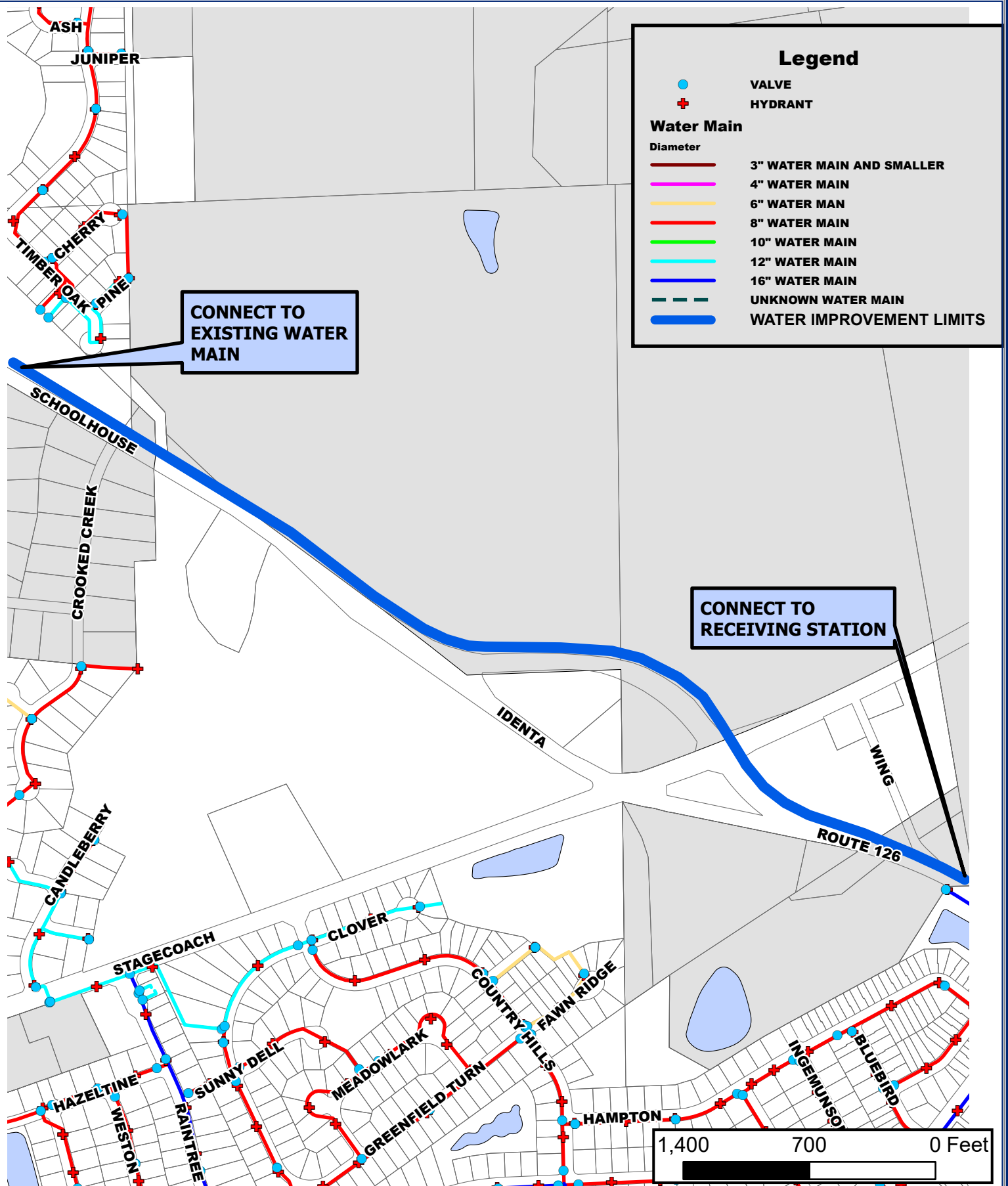
Printing =	\$	100
Legal Surveying =	\$	41,481
Title Commitments =	\$	9,600
Geotechnical/CCDD =	\$	12,630
DIRECT EXPENSES =	\$	63,811

LABOR SUMMARY

EEI Labor Expenses =	\$	143,426
TOTAL LABOR EXPENSES	\$	143,426

TOTAL COSTS \$ 207,237





Engineering Enterprises, Inc.

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

DATE: JULY 2024
PROJECT NO.: YO2419
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2024\
FILE: YO2419_Route 126 Water Main Improvements

**ATTACHMENT D
ROUTE 126
WATER MAIN IMPROVEMENTS
LOCATION MAP**



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT								PROJECT NUMBER							
United City of Yorkville								YO2419-P							
PROJECT TITLE								DATE				PREPARED BY			
Route 126 Water Main Improvements								7/8/24				KDW			
TASK NO.	TASK DESCRIPTION														
		2024						2025							
		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	
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														

Note: Land acquisition anticipated to take 6-8 months





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



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 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 #4

Tracking Number

PW 2024-62

Agenda Item Summary Memo

Title: Lake Michigan South Receiving Station Standpipe – Design Engineering Agreement

Meeting and Date: City Council – July 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-62

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: July 10, 2024
Subject: South Receiving Station Standpipe Design Engineering Agreement

Summary

A proposed design engineering agreement from EEI for the South Receiving Station Standpipe. This tank is needed as part of the Lake Michigan project. This is budgeted for in the approved FY 25 budget.

Background

As part of our Lake Michigan allocation, we are required to have 2 days' worth of water in storage. To meet this rule, the city has proposed to construct an EWST in the northwest quadrant of the city and a standpipe in the southeast quadrant. This agreement addresses the northwest EWST and its design.

Last month, the committee saw the design engineering agreements for the receiving stations. This month is the storage tanks that we are going to pump water into from those receiving stations. These are under separate contracts because this type of work is so specialized and there are very few bidders. We want to keep this separate from the receiving stations to ensure quality bidders.

EEI is proposing a fixed fee of \$219,034. This is \$30,966 under the budgeted amount. In addition to the standard engineering work, this contract includes WIFIA coordination and subcontractor oversight and management.

This is in the approved budget in the water fund line-item Water Sourcing-DWC 51-510-60-00-6011.

Recommendation

Staff Recommends approval of this contract with EEI in the amount of \$219,034.

**Lake Michigan South Receiving Station Standpipe
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 \$219,034.00. 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

Bradley P. Sanderson, PE
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.

Lake Michigan South Receiving Station Standpipe – Design Engineering United City of Yorkville, IL

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to construct a standpipe in conjunction with the Lake Michigan South Receiving Station needed to connect to and receive water supply from DuPage Water Commission (DWC). A concept site plan for the Receiving Station which includes the approximate location of the standpipe can be found in Attachment D of this proposal.

The City has begun implementing a multi-year program to construct required infrastructure to connect to receive water supply from DWC utilizing funds from the Water Infrastructure and Innovation Act of 2014 (WIFIA), and WIFIA funding is anticipated to be used for a portion of this project.

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

PROJECT FACILITATION AND ADMINISTRATION:

- 0.01 Project Management and Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Coordination with the City and Subconsultants
- 0.02 On-going City Communication/Coordination Updates
- 0.03 Project Kickoff and Progress Review Meetings (3 Total Meetings with City plus Internal Meetings)
 - Project Kick-Off Meeting Between the City and EEI
 - Prepare Discussion Outline and Minutes
 - Attend Meeting at City Hall or Virtual
 - Site Visit After Meeting
 - Two (2) Design Progress Meetings Between the City and EEI prior to Bidding
 - Prepare Discussion Outlines and Minutes
 - Attend Meetings at City Hall or Virtual

PRELIMINARY DESIGN PHASE:

- 1.01 Confirm the Size and Dimensions of the Standpipe
- 1.02 Prepare Summary of Potential Bidders / Tank Erectors
- 1.03 Coordinate Soil Borings and Soils Report
- 1.04 Conduct Site Visits (2) - Pre and Post Design
- 1.05 Perform a JULIE Design Request
- 1.06 Coordination with North Receiving Station Design Team for Bid Item/Scope Boundaries
- 1.07 Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)
- 1.08 Prepare and Obtain the Following Permits/Sign-offs
 - IDNR - EcoCAT Sign-off
 - SHPO/HARGIS - Historic Sign-off
 - Stormwater Permitting (Assumes No Wetlands, No Floodplain)

- IDNR - Notice of Intent (NOI)
 - City Building Permit
 - Federal Aviation Administration
- 1.09 Electrical/ComEd Application Preparation and Initial Coordination
 - 1.10 Facilitate Mixing System Discussions with Vendors
 - 1.11 Facilitate Cathodic Protection Discussions with Vendors
 - 1.12 Prepare/Review Coating Systems and Tank Optional Features with City Staff
 - 1.13 Develop Tank Orientation/Tank Cross-Section Plans
 - 1.14 Prepare Logo Renderings (3) and Facilitate Logo Discussion with City
 - 1.15 Telecommunication Facility Location Coordination
 - 1.16 Prepare 30% Complete Drawings and Specifications
 - 1.17 Present Final Layout and Logo to City Council/PW Committee

FINAL DESIGN PHASE

- 2.01 Prepare 60% Complete Drawings and Specifications
- 2.02 Coordination with Landscape Architect
- 2.03 Prepare 95% Complete Drawings and Specifications
- 2.04 Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)
- 2.05 Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)
- 2.06 Prepare 95% Engineer's Opinion of Probable Construction Cost
- 2.07 SCADA Integration and Design
- 2.08 Complete Plans and Specifications to 100%
- 2.09 Prepare 100% Engineer's Opinion of Probable Construction Cost

BIDDING AND CONTRACTING PHASE

- 3.01 Prepare Final Bid Documents and Coordinate Advertise for Bid
- 3.02 Respond to Bidder Inquiries/Prepare Addenda
- 3.03 Maintain Bidders List, Coordinate Addenda and Distribution Utilizing Quest
- 3.04 Prepare IEPA - Notice of Intent
- 3.05 Prepare for and Attend Bid Opening
- 3.06 Assist City in Review of Bids and Prepare Bid Tabulation/Contract
- 3.07 Attend City Council/PW Committee Meeting for Anticipated Contract Award

FUNDING ASSISTANCE

- 4.01 Coordinating WIFIA Loan
 - Coordination with USEPA to furnish required documentation necessary for funding (executed engineering agreements, final bid and contract documents, executed construction contracts)
 - Advertisement for DBE's consistent with good faith requirements regarding use of DBE's

DIRECT EXPENSES

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

- Electrical/SCADA (Consultant To Be Determined)

- Geotechnical and CCDD (Rubino Engineering, Inc.)
 - Four (4) Soil Borings at a Maximum Depth of 100' (or to refusal)
 - Prepare Geotechnical Report and CCDD Analysis
 - Prepare LPC 662/663 Permit
- Archaeological Survey
- Title Commitment
- Landscape Architecture

NOTES AND EXCLUSIONS

- The above scope of services does not include the following:
 - Construction Engineering
 - Topographic Survey and ALTA Survey
 - Plat of Dedication and/or Plat of Easement preparation
 - Land Acquisition and Property Negotiations
 - Environmental Surveys
 - WIFIA Loan Application or Loan Processing/Coordination other than items noted in above scope
 - Illinois PWSLP State Revolving Fund Coordination or Assistance
 - New Electrical Service Fees
 - Engineering Related to the Pump Station
 - Engineering Related to an Altitude Valve
 - Engineering related to a Chlorine Analyzer Within the Tank
 - Permitting and Sign-off Coordination Other Than Those identified in 1.08 and 2.05

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						YO2417-P					
PROJECT TITLE						DATE			PREPARED BY		
Lake Michigan South Receiving Station Standpipe						7/9/24			MLP		

TASK NO.	TASK DESCRIPTION	ROLE	PIC	QC/QA	PM	SPE 2	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$210	\$200	\$168	\$175	\$164	\$70		
PROJECT FACILITATION & ADMINISTRATION												
0.01	Project Management and Administration		2		12						14	\$ 3,012
0.02	On-going City Communication/Coordination/Updates			12		4					16	\$ 3,692
0.03	Project Initiation & Progress Meetings (3 Total Meetings with City plus internal review meetings)		9	9	12	3	12				45	\$ 9,519
Project Facilitation & Administration Subtotal:			11	21	24	7	12	-	-	-	75	\$ 16,223

PRELIMINARY DESIGN PHASE												
1.01	Confirm the Size and Dimensions of the Standpipe		1	8	8		8				25	\$ 5,198
1.02	Prepare Summary of Potential Bidders / Tank Erectors			1	2	2	4				9	\$ 1,733
1.03	Coordinate Soil Borings and Soils Report			1	1		4	4			10	\$ 1,823
1.04	Conduct Site Visits (2) - Pre and Post Design			6	6		6				18	\$ 3,714
1.05	Perform a JULIE Design Request				2		6				8	\$ 1,428
1.06	Coordination with North Receiving Station Design Team for Bid Item/Scope Boundaries			4	4		4				12	\$ 2,476
1.07	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)			2	8	1	8	12			31	\$ 5,806
1.08	Permits/Sign-offs										-	\$ -
	IDNR - EcoCAT Sign-off				1		2				3	\$ 546
	SHPO/HARGIS - Historic Sign-off				1		2	4			7	\$ 1,246
	Stormwater Permitting (Assumes No Wetlands, No Floodplain)				1	8	2				11	\$ 2,146
	IDNR - Notice of Intent (NOI)				1		2				3	\$ 546
	City Building Permit				1		1				2	\$ 378
	Federal Aviation Administration				1		2	4			7	\$ 1,246
1.09	Electrical/ComEd Application and Initial Coordination			4	12		12				28	\$ 5,500
1.10	Facilitate Mixing System Discussions with Vendors			2	4	4	8				18	\$ 3,466
1.11	Facilitate Cathodic Protection Discussions with Vendors			2	4	4	4				14	\$ 2,794
1.12	Prepare/Review Coating Systems and Tank Optional Features with City Staff			2	4	4	4				14	\$ 2,794
1.13	Develop Tank Orientation/Tank Cross-Section Plans			2		6			12		20	\$ 3,650
1.14	Prepare Logo Renderings (3) and Facilitate Logo Discussion with City		1	4	4		4		24		37	\$ 6,658
1.15	Telecommunication Facility Location Coordination					4			24		28	\$ 4,736
1.16	Prepare 30% Complete Drawings and Specifications			4	8	8			12		32	\$ 6,212
1.17	Present Final Layout and Logo to City Council/PW Committee		2								2	\$ 492
Preliminary Design Phase Subtotal:			4	42	73	41	83	24	72	-	339	\$ 64,588

FINAL DESIGN PHASE												
2.01	Prepare 60% Complete Drawings and Specifications				12	12			12		36	\$ 6,888
2.02	Coordination with Landscape Architect				1		1		4		6	\$ 1,034
2.03	Prepare 95% Complete Drawings and Specifications			4	40	8	40		40		132	\$ 24,244
2.04	Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)			4	4						8	\$ 1,804
2.05	Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)			1	4		6				11	\$ 2,089
2.06	Prepare 95% Engineer's Opinion of Probable Construction Cost			1	2	1	12				16	\$ 2,877
2.07	SCADA Integration and Design			2	4	4	8				18	\$ 3,466
2.08	Complete Plans and Specifications to 100%		4	2	4	2	8		12		32	\$ 6,018
2.09	Prepare 100% Engineer's Opinion of Probable Construction Cost		1	1	2	1	2				7	\$ 1,443
Final Design Phase Subtotal:			5	15	73	28	77	-	68	-	266	\$ 49,863

BIDDING AND CONTRACTING PHASE												
3.01	Prepare Final Bid Documents and Coordinate Advertise for Bid			1	4	2	8				15	\$ 2,825
3.02	Respond to Bidder Inquiries/Prepare Addenda			6	12	6	16				40	\$ 7,854
3.03	Maintain Bidders List, Coordinate Addenda and Distribution - Use Quest									4	4	\$ 280
3.04	Prepare IEPA - Notice of Intent						2				2	\$ 336
3.05	Prepare for and Attend Bid Opening				4		4			2	10	\$ 1,652
3.06	Assist City in Review of Bids and Prepare Bid Tabulation/Contract			1			4			2	7	\$ 1,053
3.07	Attend City Council/PW Committee Meeting for Anticipated Contract Award		2								2	\$ 492
Bidding and Contracting Phase Subtotal:			2	8	20	8	34	-	-	8	80	\$ 14,492

FUNDING ASSISTANCE												
4.01	Coordinating WIFIA Loan				8		16				24	\$ 4,368
Funding Assistance Subtotal:			-	-	8	-	16	-	-	-	24	\$ 4,368

SURVEYING												
5.01	Surveying (Topographic Survey and ALTA Survey)	INCLUDED IN THE SOUTH RECEIVING STATION CONTRACT SCOPE									-	\$ -
Surveying Subtotal:			-	-	-	-	-	-	-	-	-	\$ -

PROJECT TOTAL: 22 86 198 84 222 24 140 8 784 149,534

EEL STAFF

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

DIRECT EXPENSES

Printing = \$ 500
Vehicle Charges/Mileage = \$ 200
Electrical/SCADA = \$ 30,000
Geotechnical and CCDD = \$ 30,000
Archaeological Survey = \$ 5,000
Title Commitment = \$ 800
Landscape Architect = \$ 3,000
DIRECT EXPENSES = \$ 69,500

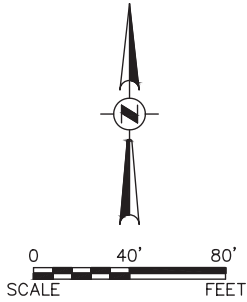
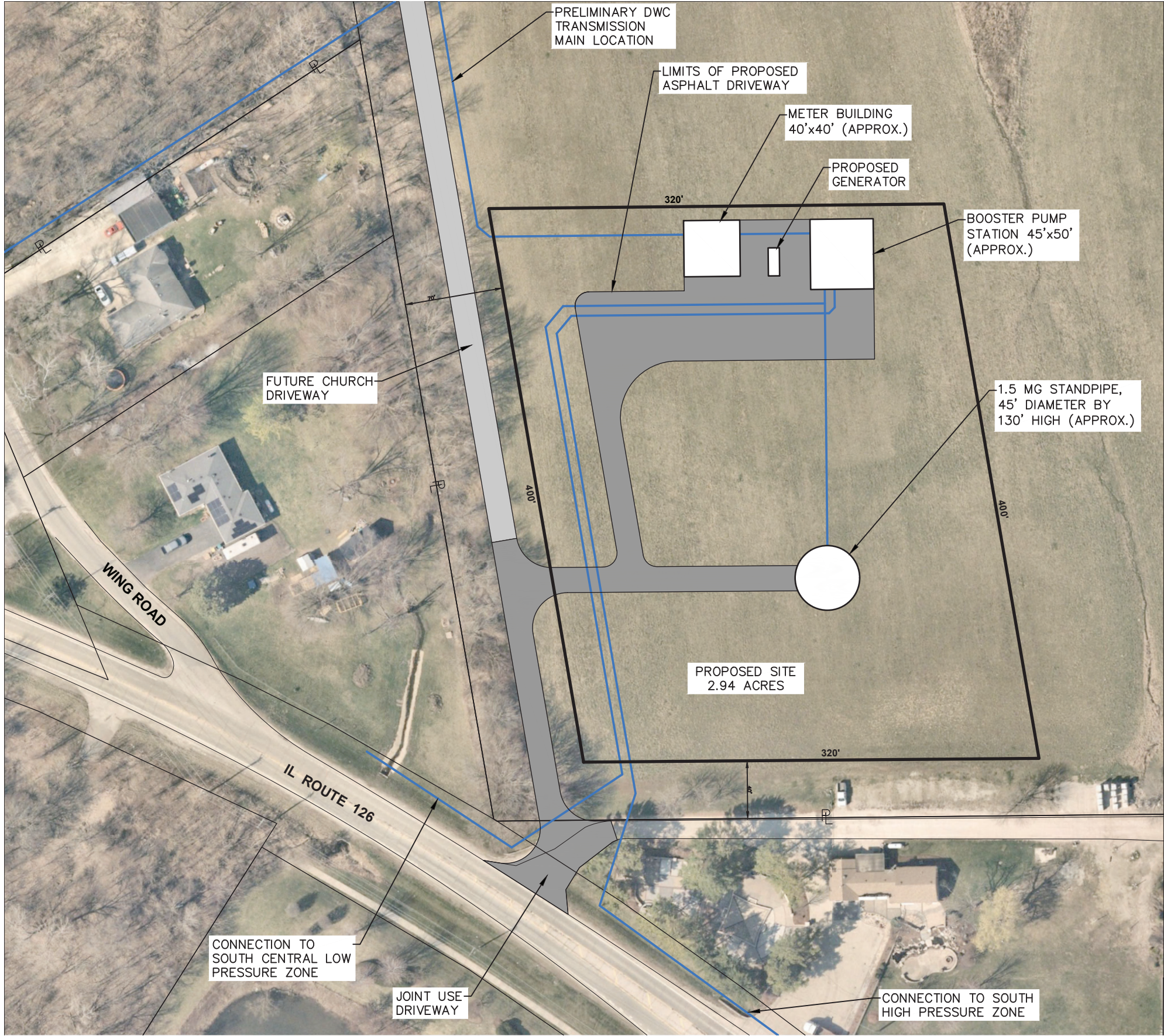
LABOR SUMMARY

EEL Labor Expenses = \$ 149,534
TOTAL LABOR EXPENSES \$ 149,534

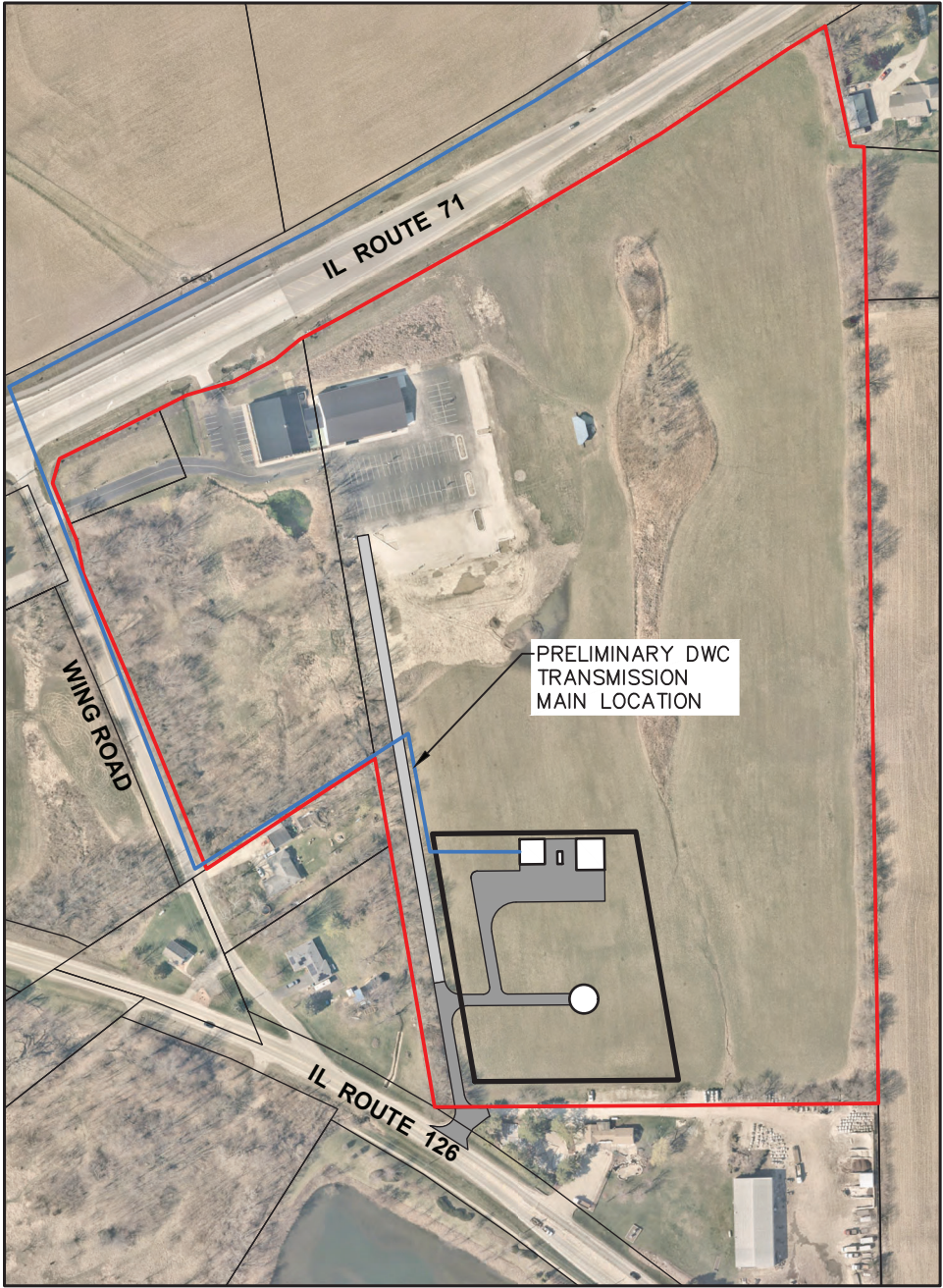
TOTAL COSTS \$ 219,034



Plotted: March 28, 2024 @ 7:37 AM By: Kris Pung - Tab: Site - 22x34



CONFIDENTIAL



LOCATION MAP
SCALE: 1"=150'

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Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

0 1
Bar represents 1" at
FULL size plotted
scale. Percentage
to 1" to be applied
to stated scales.

NO.	DATE	REVISIONS

LAKE MICHIGAN
PRELIMINARY ENGINEERING

PROPOSED SOUTH DELIVERY STATION
SITE PLAN (PRELIMINARY)

DATE:	MARCH	2024
PROJECT NO:	Y02326	
FILE:	Y02326-SITE	
SHEET	1	OF 1

Path: H:\SOSKPROJ\YO_YORKVILLE\2023\Y02326\DWG EXHIBIT\Y02326-SITE

ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER				
United City of Yorkville						YO2417-P				
PROJECT TITLE						DATE		PREPARED BY		
Lake Michigan South Receiving Station Standpipe						7/9/24		MLP		

TASK NO.	TASK DESCRIPTION												
								2025					
		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	

PROJECT FACILITATION & ADMINISTRATION

0.01	Project Management and Administration											
0.02	On-going City Communication/Coordination/Updates											
0.03	Project Initiation & Progress Meetings (3 Total Meetings with City plus internal											

PRELIMINARY DESIGN PHASE

1.01	Confirm the Size and Dimensions of the Standpipe											
1.02	Prepare Summary of Potential Bidders / Tank Erectors											
1.03	Coordinate Soil Borings and Soils Report											
1.04	Conduct Site Visits (2) - Pre and Post Design											
1.05	Perform a JULIE Design Request											
1.06	Coordination with North Receiving Station Design Team for Bid Item/Scope Boundaries											
1.07	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)											
1.08	Permits/Sign-offs											
	IDNR - EcoCAT Sign-off											
	SHPO/HARGIS - Historic Sign-off											
	Stormwater Permitting (Assumes No Wetlands, No Floodplain)											
	IDNR - Notice of Intent (NOI)											
	City Building Permit											
	Federal Aviation Administration											
1.09	Electrical/ComEd Application and Initial Coordination											
1.1	Facilitate Mixing System Discussions with Vendors											
1.11	Facilitate Cathodic Protection Discussions with Vendors											
1.12	Prepare/Review Coating Systems and Tank Optional Features with City Staff											
1.13	Develop Tank Orientation/Tank Cross-Section Plans											
1.14	Prepare Logo Renderings (3) and Facilitate Logo Discussion with City											
1.15	Telecommunication Facility Location Coordination											
1.16	Prepare 30% Complete Drawings and Specifications											
1.17	Present Final Layout and Logo to City Council/PW Committee											

FINAL DESIGN PHASE

2.01	Prepare 60% Complete Drawings and Specifications											
2.02	Coordinate with Landscape Architect											
2.03	Prepare 95% Complete Drawings and Specifications											
2.04	Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)											
2.05	Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)											
2.06	Prepare 95% Engineer's Opinion of Probable Construction Cost											
2.07	SCADA Integration and Design											
2.08	Complete Plans and Specifications to 100%											
2.09	Prepare 100% Engineer's Opinion of Probable Construction Cost											

BIDDING AND CONTRACTING PHASE

3.01	Prepare Final Bid Documents and Coordinate Advertise for Bid											
3.02	Respond to Bidder Inquiries/Prepare Addenda											
3.03	Maintain Bidders List, Coordinate Addenda and Distribution - Use Quest											
3.04	Prepare IEPA - Notice of Intent											
3.05	Prepare for and Attend Bid Opening											
3.06	Assist City in Review of Bids and Prepare Bid Tabulation/Contract											
3.07	Attend City Council/PW Committee Meeting for Anticipated Contract Award and Coordinate Contracts											

FUNDING ASSISTANCE

4.01	Coordinating WIFIA Loan											
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Engineering Enterprises, Inc.

ATTACHMENT F - 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 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 #5

Tracking Number

PW 2024-63

Agenda Item Summary Memo

Title: Northwest Elevated Water Storage Tank – Design Engineering Agreement

Meeting and Date: City Council – July 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-63

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: July 10, 2024
Subject: Northwest EWST Design Engineering Agreement

Summary

A proposed design engineering agreement from EEI for the Northwest Elevated Water Storage Tank (EWST). This tank is needed as part of the Lake Michigan project. This is budgeted for in the approved FY 25 budget.

Background

As part of our Lake Michigan allocation, we are required to have 2 days' worth of water in storage. To meet this rule, the city has proposed to construct an EWST in the northwest quadrant of the city and a standpipe in the southeast quadrant. This agreement addresses the northwest EWST and its design.

Last month, the committee saw the design engineering agreements for the receiving stations. This month is the storage tanks that we are going to pump water into from those receiving stations. These are under separate contracts because this type of work is so specialized and there are very few bidders. We want to keep this separate from the receiving stations to ensure quality bidders.

EEI is proposing a fixed fee of \$258,234. This is \$8,234 over the budgeted amount. In addition to the standard engineering work, this contract also includes legal surveying, State Revolving Fund coordination, subcontractor oversight and coordination for geotechnical and landscape Architects. Lastly, this contract includes some design work for water main to get to the site from the intersection of Eldamain and Corneils Rd.

This is in the approved budget in the water fund line-item Water Sourcing-DWC 51-510-60-00-6011.

Recommendation

Staff Recommends approval of this contract with EEI in the amount of \$258,234.

**Northwest Elevated Water Storage Tank
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 \$258,234.00. The hourly rates for this project are shown in 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 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: Anticipated Project Schedule

Attachment E: 2024 Standard Schedule of Charges

Attachment F: IEPA Professional Services Contract Clauses

Attachment G: 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

Bradley P. 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.

Northwest Elevated Water Storage Tank (Spheroid) – Design Engineering United City of Yorkville, IL

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to construct a water spheroid as part of the connection needs to receive water supply from DuPage Water Commission (DWC). Items include design of a new elevated water storage tank (spheroidal style) along with approximately 1,500 feet of water main and valves to the point of connection to the existing water main. The location of the tank will be confirmed as part of this scope, but it is currently anticipated to be approximately 1,500 feet north of the intersection of Eldamain Road and Corneils Road on the east side of the road.

The City has begun implementing a multi-year program to construct required infrastructure to connect to receive water supply from DWC utilizing funds from the IEPA Public Water Supply Loan Program (PWSLP). To be eligible for the loan, the City has an approved Drinking Water Project Plan.

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

PROJECT FACILITATION AND ADMINISTRATION:

- 0.01 Project Management and Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Coordination with the City and Subconsultants
- 0.02 On-going City Communication/Coordination Updates
- 0.03 Project Kickoff and Progress Review Meetings (3 Total Meetings with City plus Internal Meetings)
 - Project Kick-Off Meeting Between the City and EEI
 - Prepare Discussion Outline and Minutes
 - Attend Meeting at City Hall or Virtual
 - Site Visit After Meeting
 - Two (2) Design Progress Meetings Between the City and EEI prior to Bidding
 - Prepare Discussion Outlines and Minutes
 - Attend Meetings at City Hall or Virtual

PRELIMINARY DESIGN PHASE:

- 1.01 Confirm the Size of the EWST (2.0 MG)
- 1.02 Confirm the location of the EWST
- 1.03 Prepare Summary of Potential Bidders / Tank Erectors
- 1.04 Coordinate Soil Borings and Soils Report
- 1.05 Conduct Site Visits (2) - Pre and Post Design
- 1.06 Perform a JULIE Design Request
- 1.07 Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)

- 1.08 Prepare Preliminary Routing of Off-site Water Main (Approximately 1,500 feet)
- 1.09 Prepare and Obtain the Following Permits/Sign-offs
 - IDNR - EcoCAT Sign-off
 - SHPO/HARGIS - Historic Sign-off
 - Stormwater Permitting (Assumes No Wetlands, No Floodplain)
 - IDNR - Notice of Intent (NOI)
 - City Building Permit
 - Federal Aviation Administration
- 1.10 Electrical/ComEd Application Preparation and Initial Coordination
- 1.11 Facilitate Mixing System Discussions with Vendors
- 1.12 Facilitate Cathodic Protection Discussions with Vendors
- 1.13 Prepare/Review Coating Systems and Tank Optional Features with City Staff
- 1.14 Develop Tank Orientation/Tank Cross-Section Plans
- 1.15 Prepare Logo Renderings (3) and Facilitate Logo Discussion with City
- 1.16 Telecommunication Facility Location Coordination
- 1.17 Prepare 30% Complete Drawings and Specifications
- 1.18 Present Final Layout and Logo to City Council/PW Committee

FINAL DESIGN PHASE

- 2.01 Prepare 60% Complete Drawings and Specifications
- 2.02 Coordination with Landscape Architect
- 2.02 Prepare 95% Complete Drawings and Specifications
- 2.03 Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)
- 2.04 Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)
- 2.05 Prepare 95% Engineer's Opinion of Probable Construction Cost
- 2.06 SCADA Integration and Design
- 2.07 Complete Plans and Specifications to 100%
- 2.08 Prepare 100% Engineer's Opinion of Probable Construction Cost

BIDDING AND CONTRACTING PHASE

- 3.01 Prepare Final Bid Documents and Coordinate Advertise for Bid
- 3.02 Respond to Bidder Inquiries/Prepare Addenda
- 3.03 Maintain Bidders List, Coordinate Addenda and Distribution Utilizing Quest
- 3.04 Prepare IEPA - Notice of Intent
- 3.05 Prepare for and Attend Bid Opening
- 3.06 Assist City in Review of Bids and Prepare Bid Tabulation/Contract
- 3.07 Attend City Council/PW Committee Meeting for Anticipated Contract Award

FUNDING ASSISTANCE

- 4.01 Preparing and Coordinating Illinois PWSLP Loan Application
 - Prepare Loan Application Form
 - Loan Program Certifications and Resolutions
 - Disbarment, Suspension, and Other Responsibility Matters
 - Intent Regarding National Flood Insurance
 - Project Site Rights of Way, Easements, and Permits

- Taxpayer ID (FEIN) Certifications
 - Five Officer Certification Form
 - Tax Compliance Certificate and Agreement
 - Authorizing Representative to Sign Loan Documents
 - Certified Bond Ordinance
 - Existing Water Rate Ordinance
 - Water System Information
 - Project Completion Schedule and Estimates
 - Financial Coordination with the City
 - Current and Future Debt
 - Comprehensive Financial Projections (5 years)
 - Audited Financial Statements
 - Bond Ratings
- 4.02 Coordinating WIFIA Loan
- Coordination with USEPA to furnish required documentation necessary for funding (executed engineering agreements, final bid and contract documents, executed construction contracts)
 - Advertisement for DBE's consistent with good faith requirements regarding use of DBE's

SURVEYING

- 5.01 Perform and prepare a topological survey for 225' x 225' site plus approximately 1500 feet of water main
- Perform Field Topographic and Boundary Work
 - Process Topographic Survey
- 5.02 Prepare an ALTA Survey for the 225' x 225' site
- 5.03 Prepare Plat of Easement or Easement Exhibit for the Temporary Easement associated with the 1,500 feet of Off-site Water Main

DIRECT EXPENSES

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

- Electrical/SCADA (Consultant To Be Determined)
- Geotechnical and CCDD (Rubino Engineering, Inc.)
 - Four (4) Soil Borings at a Maximum Depth of 100' (or to refusal)
 - Three (3) Soil Borings at a Maximum Depth of 25'
 - Prepare Geotechnical Report and CCDD Analysis
 - Prepare LPC 662/663 Permit
- Archaeological Survey
- Title Commitment
- Landscape Architecture

NOTES AND EXCLUSIONS

- Assumed no stormwater detention will be required.
- The above scope of services does not include the following:
 - Construction Engineering

- Site Survey Outside of Scope Identified in Scope Item 5.01
- Land Acquisition and Property Negotiations
- Environmental Surveys
- WIFIA Loan Application or Loan Processing/Coordination other than items noted in above scope
- New Electrical Service Fees
- Engineering Related to an Altitude Valve
- Engineering related to a Chlorine Analyzer Within the Tank
- Permitting and Sign-off Coordination Other Than Those identified in 1.09 and 2.04

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 E) 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						YO2418-P					
PROJECT TITLE						DATE		PREPARED BY			
Northwest Elevated Water Storage Tank (Spheroid)						7/9/24		MLP			

TASK NO.	TASK DESCRIPTION	ROLE	PIC	QC/QA	SPM	PM	SPE 2	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$234	\$210	\$200	\$168	\$175	\$164	\$70		
PROJECT FACILITATION & ADMINISTRATION													
0.01	Project Management and Administration		2			12						14	\$ 3,012
0.02	On-going City Communication/Coordination/Updates			12			4					16	\$ 3,692
0.03	Project Initiation & Progress Meetings (3 Total Meetings with City plus internal review meetings)		9	9		12	3	12				45	\$ 9,519
Project Facilitation & Administration Subtotal:			11	21	-	24	7	12	-	-	-	75	\$ 16,223
PRELIMINARY DESIGN PHASE													
1.01	Confirm the Size of the EWST (2.0 MG)		1	4								5	\$ 1,210
1.02	Confirm the location of the EWST		4	2		2						8	\$ 1,886
1.03	Prepare Summary of Potential Bidders / Tank Erectors			1		2	2	4				9	\$ 1,733
1.04	Coordinate Soil Borings and Soils Report			1		1		4	4			10	\$ 1,823
1.05	Conduct Site Visits (2) - Pre and Post Design			6		6		6				18	\$ 3,714
1.06	Perform a JULIE Design Request					2		6				8	\$ 1,428
1.07	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)			2		8	1	8	12			31	\$ 5,806
1.08	Prepare Preliminary Routing of Off-site Water Main (Approximately 1,500 feet)			2		8		8	12			30	\$ 5,606
1.09	Permits/Sign-offs											-	\$ -
	IDNR - EcoCAT Sign-off					1		2				3	\$ 546
	SHPO/HARGIS - Historic Sign-off					1		2	4			7	\$ 1,246
	Stormwater Permitting (Assumes No Wetlands, No Floodplain)					1	8	2				11	\$ 2,146
	IDNR - Notice of Intent (NOI)					1		2				3	\$ 546
	City Building Permit					1		1				2	\$ 378
	Federal Aviation Administration					1		2	4			7	\$ 1,246
1.10	Electrical/ComEd Application and Initial Coordination			4		16		16				36	\$ 7,012
1.11	Facilitate Mixing System Discussions with Vendors			2		4	4	8				18	\$ 3,466
1.12	Facilitate Cathodic Protection Discussions with Vendors			2		4	4	4				14	\$ 2,794
1.13	Prepare/Review Coating Systems and Tank Optional Features with City Staff			2		4	4	4				14	\$ 2,794
1.14	Develop Tank Orientation/Tank Cross-Section Plans			2			6			12		20	\$ 3,650
1.15	Prepare Logo Renderings (3) and Facilitate Logo Discussion with City		1	4		4		4		24		37	\$ 6,658
1.16	Telecommunication Facility Location Coordination						4			24		28	\$ 4,736
1.17	Prepare 30% Complete Drawings and Specifications			4		8	8			12		32	\$ 6,212
1.18	Present Final Layout and Logo to City Council/PW Committee		2									2	\$ 492
Preliminary Design Phase Subtotal:			8	38	-	75	41	83	36	72	-	353	\$ 67,128
FINAL DESIGN PHASE													
2.01	Prepare 60% Complete Drawings and Specifications					16	16			16		48	\$ 9,184
2.02	Coordinate with Landscape Architect					1		1		4		6	\$ 1,034
2.03	Prepare 95% Complete Drawings and Specifications			4		40	8	40		40		132	\$ 24,244
2.04	Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)			4		4						8	\$ 1,804
2.05	Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)			1		4		6				11	\$ 2,089
2.06	Prepare 95% Engineer's Opinion of Probable Construction Cost			1		2	1	12				16	\$ 2,877
2.07	SCADA Integration and Design			2		4	4	8				18	\$ 3,466
2.08	Complete Plans and Specifications to 100%		4	2		4	2	8		12		32	\$ 6,018
2.09	Prepare 100% Engineer's Opinion of Probable Construction Cost		1	1		2	1	2				7	\$ 1,443
Final Design Phase Subtotal:			5	15	-	77	32	77	-	72	-	278	\$ 52,159
BIDDING AND CONTRACTING PHASE													
3.01	Prepare Final Bid Documents and Coordinate Advertise for Bid			1		4	2	8				15	\$ 2,825
3.02	Respond to Bidder Inquiries/Prepare Addenda			6		12	6	16				40	\$ 7,854
3.03	Maintain Bidders List, Coordinate Addenda and Distribution - Use Quest										4	4	\$ 280
3.04	Prepare IEPA - Notice of Intent							2				2	\$ 336
3.05	Prepare for and Attend Bid Opening					4		4			2	10	\$ 1,652
3.06	Assist City in Review of Bids and Prepare Bid Tabulation/Contract			1				4			2	7	\$ 1,053
3.07	Attend City Council/PW Committee Meeting for Anticipated Contract Award		2									2	\$ 492
Bidding and Contracting Phase Subtotal:			2	8	-	20	8	34	-	-	-	80	\$ 14,492
FUNDING ASSISTANCE													
4.01	Preparing and Coordinating Illinois PWSLP Loan Application		4	16		24		60				104	\$ 19,980
4.02	Coordinating WIFIA Loan					8		16				24	\$ 4,368
Funding Assistance Subtotal:			4	16	-	32	-	76	-	-	-	128	\$ 24,328
SURVEYING													
5.01	Surveying (Topographic Survey, ALTA Survey, and Plat of Easement/Easement Exhibit)				31				18			49	\$ 10,404
Surveying Subtotal:			-	-	31	-	-	-	18	-	-	49	\$ 10,404

PROJECT TOTAL: 30 98 31 228 88 282 54 144 8 963 184,734

EEL STAFF

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

DIRECT EXPENSES

Printing = \$ 500
Vehicle Charges/Mileage = \$ 200
Electrical/SCADA = \$ 30,000
Geotechnical and CCDD = \$ 35,000
Archaeological Survey = \$ 5,000
Title Commitment = \$ 800
Landscape Architect = \$ 2,000
DIRECT EXPENSES = \$ 73,500

LABOR SUMMARY

EEL Labor Expenses = \$ 184,734
TOTAL LABOR EXPENSES \$ 184,734

TOTAL COSTS \$ 258,234



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER											
United City of Yorkville										YO2418-P											
PROJECT TITLE										DATE					PREPARED BY						
Northwest Elevated Water Storage Tank (Spheroid)										7/9/24					MLP						
TASK NO.	TASK DESCRIPTION																				
		2024										2025									
		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY									
PROJECT FACILITATION & ADMINISTRATION																					
0.01	Project Management and Administration																				
0.02	On-going City Communication/Coordination/Updates																				
0.03	Project Initiation & Progress Meetings (3 Total Meetings with City plus																				
PRELIMINARY DESIGN PHASE																					
1.01	Confirm the Size of the EWST (2.0 MG)																				
1.02	Confirm the location of the EWST																				
1.03	Prepare Summary of Potential Bidders / Tank Erectors																				
1.04	Coordinate Soil Borings and Soils Report																				
1.05	Conduct Site Visits (2) - Pre and Post Design																				
1.06	Perform a JULIE Design Request																				
	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)																				
1.08	Prepare Preliminary Routing of Off-site Water Main (Approx. 1,500 feet)																				
1.09	Permits/Sign-offs																				
	IDNR - EcoCAT Sign-off																				
	SHPO/HARGIS - Historic Sign-off																				
	Stormwater Permitting (Assumes No Wetlands, No Floodplain)																				
	IDNR - Notice of Intent (NOI)																				
	City Building Permit																				
	Federal Aviation Administration																				
1.10	Electrical/ComEd Application and Initial Coordination																				
1.11	Facilitate Mixing System Discussions with Vendors																				
1.12	Facilitate Cathodic Protection Discussions with Vendors																				
	Prepare/Review Coating Systems and Tank Optional Features with City Staff																				
1.13																					
1.14	Develop Tank Orientation/Tank Cross-Section Plans																				
1.15	Prepare Logo Renderings (3) and Facilitate Logo Discussion with City																				
1.16	Telecommunication Facility Location Coordination																				
1.17	Prepare 30% Complete Drawings and Specifications																				
1.18	Present Final Layout and Logo to City Council/PW Committee																				
FINAL DESIGN PHASE																					
2.01	Prepare 60% Complete Drawings and Specifications																				
2.02	Coordinate with Landscape Architect																				
2.03	Prepare 95% Complete Drawings and Specifications																				
2.04	Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)																				
	Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)																				
2.05																					
2.06	Prepare 95% Engineer's Opinion of Probable Construction Cost																				
2.07	SCADA Integration and Design																				
2.08	Complete Plans and Specifications to 100%																				
2.09	Prepare 100% Engineer's Opinion of Probable Construction Cost																				
BIDDING AND CONTRACTING PHASE																					
3.01	Prepare Final Bid Documents and Coordinate Advertise for Bid																				
3.02	Respond to Bidder Inquiries/Prepare Addenda																				
3.03	Maintain Bidders List, Coordinate Addenda and Distribution - Use Quest																				
3.04	Prepare IEPA - Notice of Intent																				
3.05	Prepare for and Attend Bid Opening																				
3.06	Assist City in Review of Bids and Prepare Bid Tabulation/Contract																				
	Attend City Council/PW Committee Meeting for Anticipated Contract Award and Coordinate Contracts																				
3.07																					
FUNDING ASSISTANCE																					
4.01	Preparing and Coordinating Illinois PWSLP Loan Application																				
4.02	Coordinating WIFIA Loan																				
SURVEYING																					
5.01	Surveying (Topographic Survey, ALTA Survey, and Plat of Easement/Easement Exhibit)																				





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

ATTACHMENT F
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 G
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 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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #6

Tracking Number

PW 2024-64

Agenda Item Summary Memo

Title: YBSD Water Main Extension – Recommendation of Award

Meeting and Date: City Council – July 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-64

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: June 10, 2024
Subject: YBSD Water Main Extension

Bids were received, opened and tabulated for work to be done on the YBSD Water Main Extension at 11:00 a.m., June 6, 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.

The low bidder performed work for the City in 2021 on the Elizabeth Street and Appletree Court. Their performance on the project was not up to City standards. Issues noted were as follows:

- Daily production was significantly less than expected which led to a longer time period that residents were disrupted. This also led to increased construction engineering fees.
- Completion of the punchlist work and final project restoration was challenging and took much longer than expected. The restoration was not fully accepted until one year after substantial completion.
- Overall project management and scheduling for the completion of the various tasks was not to City expectations (water main, water services, paving, grading and landscaping).

The YBSD Water Main project involves complex construction as we need to cross Blackberry Creek and River Road which requires coordination and efficiency. The following clause is within the bid documents:

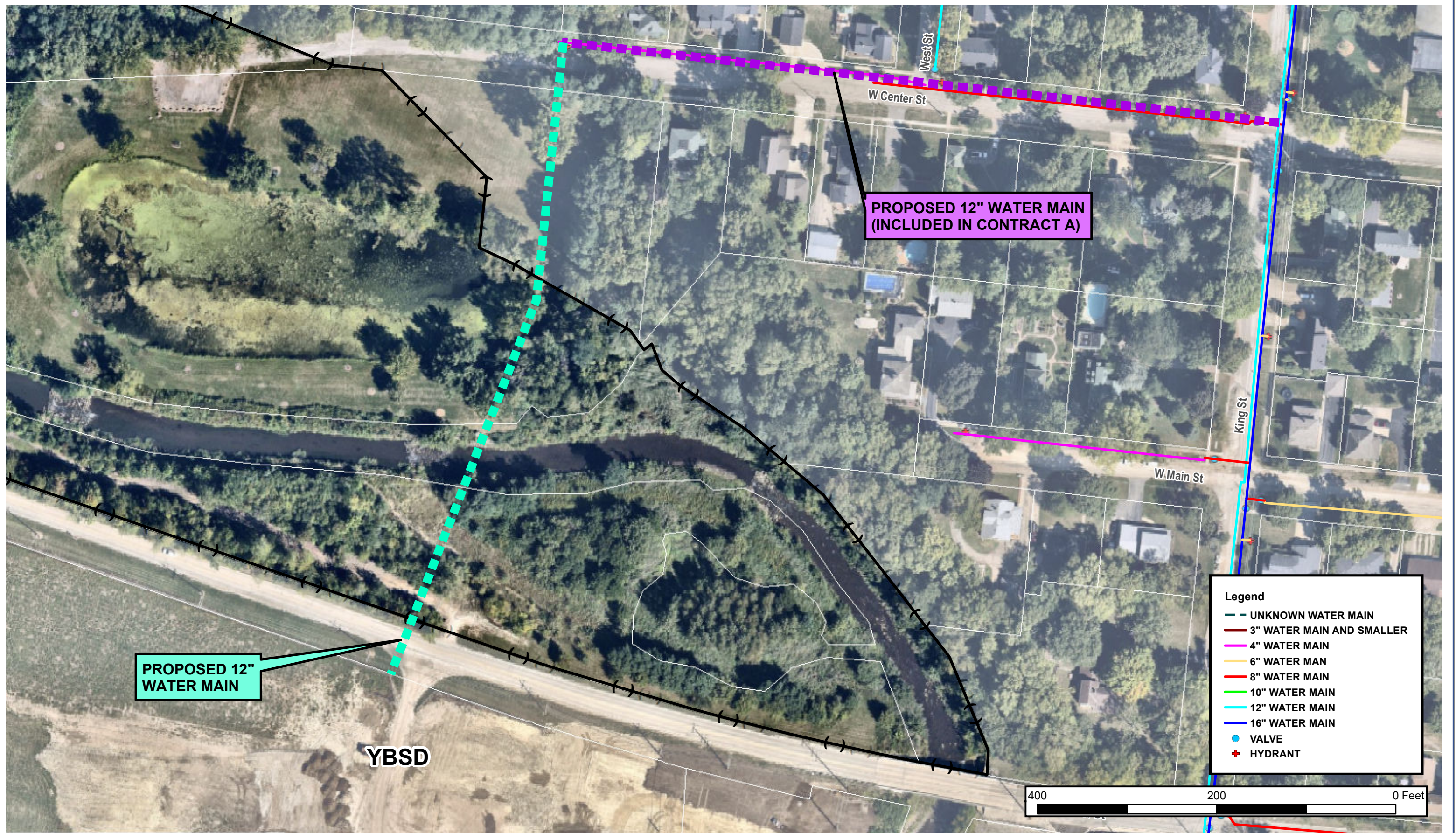
The OWNER reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the OWNER decides, to abandon the work entirely, or to waive any informality or non-substantive irregularity as the interest of the OWNER may require. The OWNER reserves the right to award a bid proposal based on any combination of the Base Bid and/or Alternates at the OWNER's choosing.

Therefore, we recommend the acceptance of the bid and approval of award be made to the 2nd lowest bidder, Winninger Excavating, Inc., 1211 Deer Street, Yorkville, IL 60560, in the total amount of **\$517,247.46**.

If you have any questions or require additional information, please let us know.

BID SUMMARY YBSD WATER MAIN EXTENSION UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 11:00 A.M. 06/06/2024	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545	Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL-60450	Performance Const & Eng LLC 217 W. John Street Plano, IL-60545
BASE BID TOTAL	\$527,182.00	\$865,654.00	\$608,993.00	\$597,880.00
BID BOND		X	X	X
SIGNED BID		X	X	X
ADDENDUM NO. 1		X	X	X
ADDENDUM NO. 2		X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 06/06/2024		Stokes Excavating, Inc. 903 Daisyfield Rd Rockford, IL-61102	Winner Excavating, Inc. 1211 Deer St Yorkville, IL-60560	Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL-60901
BASE BID TOTAL		\$500,508.00	\$517,247.46	\$717,469.46
BID BOND		X	X	X
SIGNED BID		X	X	X
ADDENDUM NO. 1		X	X	X
ADDENDUM NO. 2		X	X	X

BID TABULATION YBSD WATER MAIN EXTENSION UNITED CITY OF YORKVILLE																	
		BID TABULATION BIDS RECD 6/6/2024		Stokes Excavating, Inc. 903 Daisyfield Rd Rockford, IL-61102		Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		Performance Const & Eng LLC 217 W. John Street Plano, IL-60545		Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL-60450		Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL-60901		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		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	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL	AC	0.3	\$ 1,000.00	\$ 300.00	\$ 32,000.00	\$ 9,600.00	\$ 12,000.00	\$ 3,600.00	\$ 40,000.00	\$ 12,000.00	\$ 45,000.00	\$ 13,500.00	\$ 30,000.00	\$ 9,000.00	\$ 7,500.00	\$ 2,250.00
2	TREE ROOT PRUNING	EACH	1	\$ 50.00	\$ 50.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
3	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,450.00	\$ 3,450.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00
4	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	780	\$ 185.00	\$ 144,300.00	\$ 305.00	\$ 237,900.00	\$ 175.00	\$ 136,500.00	\$ 184.00	\$ 143,520.00	\$ 425.00	\$ 331,500.00	\$ 269.00	\$ 209,820.00	\$ 225.00	\$ 175,500.00
5	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	3	\$ 7,000.00	\$ 21,000.00	\$ 12,000.00	\$ 36,000.00	\$ 800.00	\$ 2,400.00	\$ 9,650.00	\$ 28,950.00	\$ 10,000.00	\$ 30,000.00	\$ 20,000.00	\$ 60,000.00	\$ 9,500.00	\$ 28,500.00
6	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	1	\$ 9,400.00	\$ 9,400.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,430.00	\$ 9,430.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
7	DUCTILE IRON FITTINGS	LB	1,946	\$ 6.50	\$ 12,649.00	\$ 0.01	\$ 19.46	\$ 20.00	\$ 38,920.00	\$ 10.00	\$ 19,460.00	\$ 0.01	\$ 19.46	\$ 20.00	\$ 38,920.00	\$ 12.00	\$ 23,352.00
8	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	57	\$ 160.00	\$ 9,120.00	\$ 150.00	\$ 8,550.00	\$ 150.00	\$ 8,550.00	\$ 153.00	\$ 8,721.00	\$ 150.00	\$ 8,550.00	\$ 4,000.00	\$ 228,000.00	\$ 130.00	\$ 7,410.00
9	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 85.00	\$ 4,250.00	\$ 40.00	\$ 2,000.00	\$ 10.00	\$ 500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 74.00	\$ 3,700.00
10	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 20.00	\$ 1,000.00	\$ 40.00	\$ 2,000.00	\$ 10.00	\$ 500.00	\$ 70.00	\$ 3,500.00	\$ 50.00	\$ 2,500.00	\$ 70.00	\$ 3,500.00	\$ 74.00	\$ 3,700.00
11	ROCK EXCAVATION	CY	30	\$ 300.00	\$ 9,000.00	\$ 150.00	\$ 4,500.00	\$ 15.00	\$ 450.00	\$ 300.00	\$ 9,000.00	\$ 100.00	\$ 3,000.00	\$ 525.00	\$ 15,750.00	\$ 300.00	\$ 9,000.00
12	FOUNDATION MATERIAL	CY	100	\$ 10.00	\$ 1,000.00	\$ 25.00	\$ 2,500.00	\$ 15.00	\$ 1,500.00	\$ 50.00	\$ 5,000.00	\$ 65.00	\$ 6,500.00	\$ 49.00	\$ 4,900.00	\$ 50.00	\$ 5,000.00
13	EXPLORATORY EXCAVATION	EACH	2	\$ 1.00	\$ 2.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 410.00	\$ 820.00	\$ 1,500.00	\$ 3,000.00
14	STONE RIPRAP, CLASS A3	SY	100	\$ 8.00	\$ 800.00	\$ 85.00	\$ 8,500.00	\$ 25.00	\$ 2,500.00	\$ 69.00	\$ 6,900.00	\$ 200.00	\$ 20,000.00	\$ 214.00	\$ 21,400.00	\$ 100.00	\$ 10,000.00
15	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
16	INLET PROTECTION	EACH	2	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00	\$ 210.00	\$ 420.00	\$ 150.00	\$ 300.00
17	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
18	HOT-MIX ASPHALT PAVEMENT REMOVAL	SY	23	\$ 25.00	\$ 575.00	\$ 60.00	\$ 1,380.00	\$ 15.00	\$ 345.00	\$ 50.00	\$ 1,150.00	\$ 25.00	\$ 575.00	\$ 20.00	\$ 460.00	\$ 10.00	\$ 230.00
19	HOT-MIX ASPHALT PAVEMENT PATCH, 8"	SY	23	\$ 160.00	\$ 3,680.00	\$ 200.00	\$ 4,600.00	\$ 153.00	\$ 3,519.00	\$ 317.00	\$ 7,291.00	\$ 150.00	\$ 3,450.00	\$ 200.00	\$ 4,600.00	\$ 70.00	\$ 1,610.00
20	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	90	\$ 15.00	\$ 1,350.00	\$ 14.00	\$ 1,260.00	\$ 35.00	\$ 3,150.00	\$ 50.00	\$ 4,500.00	\$ 45.00	\$ 4,050.00	\$ 49.00	\$ 4,410.00	\$ 50.00	\$ 4,500.00
21	FLOW DIVERSION OF BLACKBERRY CREEK	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 48,000.00	\$ 48,000.00	\$ 200,000.00	\$ 200,000.00	\$ 82,000.00	\$ 82,000.00	\$ 100,000.00	\$ 100,000.00	\$ 1,000.00	\$ 1,000.00	\$ 70,000.00	\$ 70,000.00
22	RESTORATION	SY	3,711	\$ 12.00	\$ 44,532.00	\$ 8.00	\$ 29,688.00	\$ 15.00	\$ 55,665.00	\$ 11.00	\$ 40,821.00	\$ 25.00	\$ 92,775.00	\$ 14.00	\$ 51,954.00	\$ 20.00	\$ 74,220.00
23	WETLAND RESTORATION	AC	1	\$ 25,000.00	\$ 25,000.00	\$ 33,000.00	\$ 33,000.00	\$ 21,000.00	\$ 21,000.00	\$ 170,300.00	\$ 170,300.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
24	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 57,781.00	\$ 57,781.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 130,000.00	\$ 130,000.00	\$ 50,000.00	\$ 50,000.00
25	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
	BASE BID TOTAL				\$ 500,508.00		\$ 517,247.46		\$ 597,880.00		\$ 608,993.00		\$ 717,469.46		\$ 865,654.00		\$ 527,272.00
	CORRECTED NUMBERS FROM BID																



Engineering Enterprises, Inc.

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



United City of Yorkville

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

DATE:		December 2023
PROJECT NO.:		YO2104
BY:		MJT
PATH:		H:\GIS\PUBLIC\YORKVILLE\2022\
FILE:		302104_YBSD Center Street W.M. Exhibit Attachment E
NO.	DATE	REVISIONS

**CENTER STREET
WATER MAIN EXHIBIT**

**ATTACHMENT E
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 #7

Tracking Number

PW 2024-65

Agenda Item Summary Memo

Title: YBSD Water Main Extension – Construction Engineering Agreement

Meeting and Date: City Council – July 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 7/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-65

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse

Name

Public Works

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: July 10, 2024
Subject: YBSD Water Main Construction Engineering Agreement

Summary

A proposed construction engineering agreement from EEI for the YBSD water main extension on W. Center St. and Jaycee Pond at an estimated amount of \$49,928 with direct costs estimated at \$25,000. This is a budgeted item in the approved FY 25 budget.

Background

YBSD needs a larger water main to service the plant expansion now and into the future. With the River Rd. bridge as an obstacle, the water main will begin at the intersection of W. Center and King Street and proceed west to Jaycee pond. From there it will turn south, cross the Blackberry Creek and River Rd. to get to the YBSD plant expansion. EEI is proposing a construction engineering agreement to oversee this complex project. The hourly cost is estimated at \$49,928 and an additional \$25,000 for direct costs. The direct costs are related to testing, wetland monitoring and maintenance, and fish sampling.

Per the IGA, YBSD is responsible for 87% of the cost of the project, including construction engineering. These funds are to be given to the city before the project begins and the city will be the lead agency for construction. This means that our share of the cost for the proposed construction engineering agreement will be approximately ~\$9,800. The entire project is in the approved budget in the water fund in the water main replacement line item 51-510-60-00-6025.

Recommendation

Staff recommends the approval of the construction engineering agreement with EEI in the amount of \$49,928 and an additional \$25,000 for direct costs.

**YBSD Water Main Extension
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:

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. Construction engineering will be provided for approximately 780 linear feet of 12-inch water main improvements extending from Center Street to the future YBSD expansion location on River Street, including the crossing of Blackberry Creek. (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the 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 Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$49,928. Direct expenses are estimated at \$25,000. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (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:

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 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 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 with the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee of the City for any purpose.

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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 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 in 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:	Anticipated Project 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 by 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

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.

**Attachment B – Scope of Services
YBSD Water Main Extension
United City of Yorkville**

The United City of Yorkville intends to install approximately 780 linear feet of 12-inch water main improvements extending from Center Street to the future YBSD expansion location on River Street, including the crossing of Blackberry Creek.

Our proposed scope of services for **Construction Engineering** will include the following:

3.1 Construction Administration

- Prepare for, Attend, and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

3.2 Construction Layout and Record Drawings

- Stake Proposed Water Main
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

- Review Staked Water Main
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation, and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters, and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

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

- Rubino Engineering – Material Testing for Quality Assurance
- Hey & Associates – Wetland Monitoring & Maintenance (5 year duration)
- Hey & Associates – ITA Fish Sampling (2025 only)

Exclusions:

- Water Quality Certification (if required by USACE)
- ITA Fish Sampling beyond 2025

The above scope for "YBSD Water Main Extension" 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 the Standard Schedule of Charges.

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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2327-P				
PROJECT TITLE					DATE			PREPARED BY	
YBSD Water Main Extension					6/11/24			KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	PM	SPT2	INTERN	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$168	\$153	\$210	\$175	\$82	\$72		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration	-	17	-	16	-	-	-	-	-	33	\$ 6,018
3.2	Construction Layout and Record Drawings	-	2	-	2	2	15	5	-	-	26	\$ 4,181
3.3	Observation and Documentation	2	20	-	229	-	-	-	-	-	251	\$ 39,729
Construction Engineering Subtotal:		2	39	-	247	2	15	5	-	-	310	\$ 49,928
PROJECT TOTAL:		2	39	-	247	2	15	5	-	-	310	49,928

DIRECT EXPENSES

Vehicle =	\$ -
Material Testing =	\$ 1,000
Monitoring & Maintenance =	\$ 15,000
ITA Fish Sampling =	\$ 9,000
DIRECT EXPENSES =	\$ 25,000

LABOR SUMMARY

EEI Labor Expenses =	\$ 46,473
Surveying Expenses =	\$ 3,455
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$ 49,928

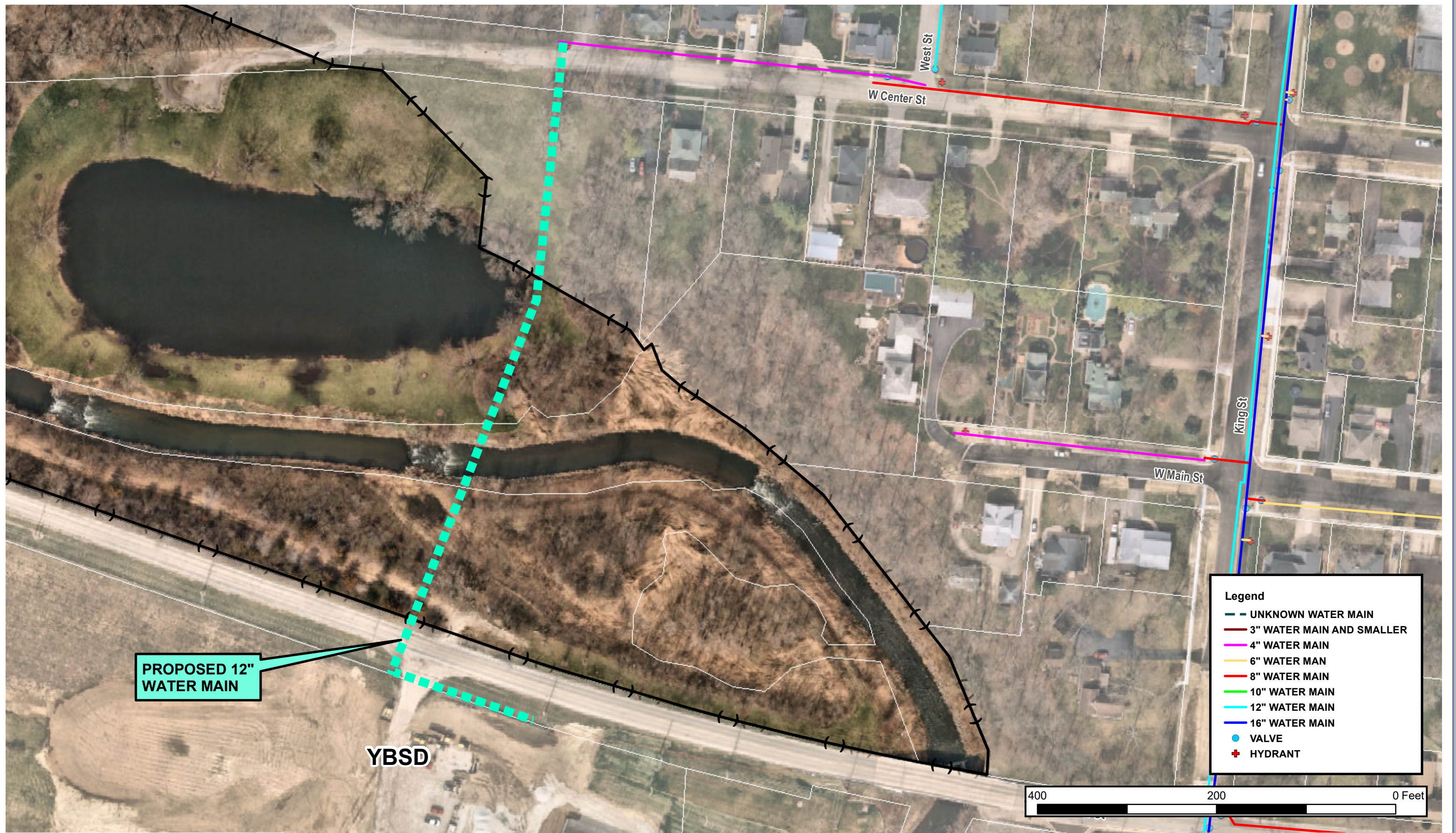
TOTAL COSTS	\$ 74,928
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2327-P	
PROJECT TITLE		DATE	PREPARED BY
YBSD Water Main Extension		6/11/2024	KDW

TASK NO.	TASK DESCRIPTION	2024																							
		July				August				September				October				November				December			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CONSTRUCTION ENGINEERING																									
3.1	Contract Administration																								
3.2	Construction Layout and Record Drawings																								
3.3	Observation and Documentation - Water Main																								



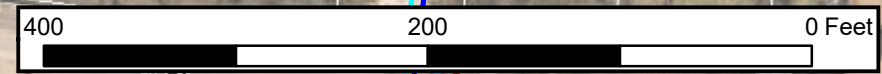


**PROPOSED 12"
WATER MAIN**

YBSD

Legend

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





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



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2024-14 & EDC 2024-40

Agenda Item Summary Memo

Title: Grande Reserve Units 10A & 11A – Final Plat of Subdivision

Meeting and Date: City Council – July 23, 2024

Synopsis: Proposed Plat of Subdivision of Units 10A & 11A in Grande Reserve Subdivision

Council Action Previously Taken:

Date of Action: CC – 2/8/05 Action Taken: Approval of Preliminary/Final Plat

Item Number: EDC #2

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

Agenda Item Notes:

See attached memorandum.

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: July 11, 2024
Subject: **PZC 2024-14 Grande Reserve – Units 10A & 11A (Final Plat)**
Proposed Approval of 158 lots in 2 New Units of Grande Reserve

REQUEST SUMMARY:

The petitioner, D.R. Horton, Inc. - Midwest, is seeking Final Plat approval for an approximately 22-acre site consisting of 158 new residential lots located east of Kennedy Road and south of the BNSF railroad in Yorkville. These lots will mark the initial stage of development for what was originally intended as a 42-acre, 298-unit townhome project in Units 10 and 11 of Grande Reserve (refer to map on the right).

At full build-out the proposed units will have 312 townhome units, which represents an increase of 14 units, or approximately 4.75%, then originally planned and approved in the 2003 annexation agreement. Additionally, the petitioner is seeking approval of architectural design standards for the townhome building facades within the proposed final platted areas, as mandated by both the original annexation agreement and a subsequent 2021 economic incentive agreement. Also, per the original annexation agreement, the City shall have the right to review draft homeowners' association (HOA) declaration. The attached draft declarations will regulate such aspects of the townhome developments within these units as the maintenance of common space, dwelling unit appearance, and assessments. The declarations have been revised by the Petitioner to reflect that the snowplowing of the cul-de-sacs will be by the HOA, as stated in the annexation agreement.

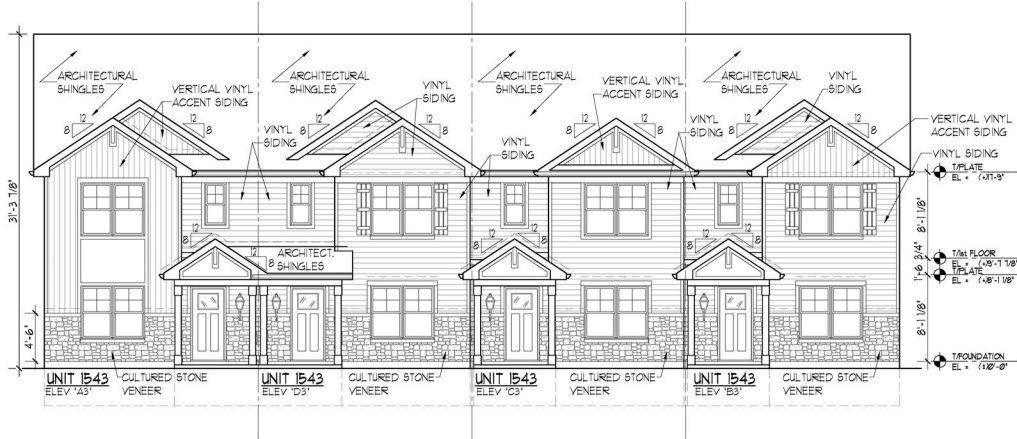
APPEARANCE STANDARDS

Per the 2021 economic incentive agreement for Grande Reserve, areas not yet platted must submit architectural standards at the time of final plat submission. D.R. Horton has submitted plan elevations for two (2) townhome models in Units 10A and 11A. These models, named Seaboard/Richmond and Portsmouth, feature architectural shingles, decorative dormers, board and batten siding, covered porches, window shutters, boxed out/projections, and transom windows on the front doors. Both models include masonry wainscoting on the front façade made of cultured stone veneer and meet the City's appearance code standards. However, at the Planning and Zoning Commission meeting, updated color elevations for both models were provided (see below). Each still meets the City's Unified Development Ordinance, as detailed below:

Portsmouth Townhome Series (Unit 11A)			
Appearance Code Requirements		Proposed Elevation	
Masonry product	75% of total buildings	At least 60 of 80 buildings	75% of total buildings
Premium Siding	50% on front façade – excluding openings	1,289.60 sq. ft. façade area (644.8 sq. ft. required)	305.74 sq. ft. premium siding (23.70%)
Masonry Siding	25% of premium siding	161.2 sq. ft. of 644.8 sq. ft. required for masonry siding	305.74 sq. ft. masonry siding (~190%)
Credit for major architectural feature	10% each	30% credit (dormers = yellow; covered porches = red; boxed-out projections = green)	Meets 20% of premium siding requirement



Seaboard/Richmond Townhome Series (Unit 10A)			
Appearance Code Requirements		Proposed Elevation	
Masonry product	75% of total buildings	At least 59 of 78 buildings	75% of total buildings
Premium Siding	50% on front façade – excluding openings	1,130.13 sq. ft. façade area (565 sq. ft. required)	241.75 sq. ft. premium siding (21.40%)
Masonry Siding	25% of premium siding	141.25 sq. ft. of 565 sq. ft. required for masonry siding	241.75 sq. ft. masonry siding (~170%)
Credit for major architectural feature	10% each	30% credit (dormers = yellow; covered porches = red; boxed-out projections = green)	Meets 20% of premium siding requirement



FRONT ELEVATION - 4-UNIT BUILDING

MASONRY AREA CALCULATIONS	
TOTAL FRONT ELEVATION SIDEABLE AREA (NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) ±	
1130.13 SQ. FT.	
TOTAL SIDING AREA ±	
241.75 SQ. FT. (21.40%)	
TOTAL STONE AREA ±	
141.25 SQ. FT. (12.50%)	

ELEVATIONS

20' 2-STORY SEABOARD SERIES

GRANDE RESERVE

YORKVILLE, IL



Staff Comments:

The proposed Final Plat of Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated April 16, 2024 and June 12, 2024 have been provided to the applicant (see attached). These comments have been subsequently addressed in a revised Final Plat submitted by the petitioner date last revised June 20, 2024. These plans will be reviewed by the City prior to final plat recordation. However, the motion from the Planning and Zoning Commission still reflects the April 29, 2024 plan set subject to review comments from the City Engineer.

Based upon the review of the proposed Final Plat of Subdivision of Grande Reserve Units 10A and 11A, staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations.

Planning & Zoning Commission Action:

The Planning and Zoning Commission reviewed the request for final plat and architectural elevation approval at a meeting held on July 10, 2024 and made the following action on the motion below:

In consideration of the proposed Final Plat of Subdivision and architectural elevations of Grande Reserve Units 10A and 11A, the Planning and Zoning Commission recommends approval of the plats and architectural elevations to the City Council as presented by the Petitioner in plans prepared by Manhard Consulting, Ltd. dated last revised 04-29-2024, subject to review comments provided by the City Engineer, EEI, Inc. dated April 16, 2024 and June 12, 2024.

Action:

Millen – aye; Williams – aye; Goins – aye; Vinyard – aye; Forristall – aye; 5 ayes; 0 no.

Attachments:

1. Draft Ordinance
2. Copy of Petitioner's Application
3. Final Plat of Subdivision of Grande Reserve Units 10A and 11A prepared by Manhard Consulting Ltd., dated 04-29-2024.
4. Updated Elevations prepared by Premier Architecture
5. Proposed Infrastructure Phasing Plan prepared by Manhard Consulting Ltd., dated 04/03/2024.
6. Draft Declaration for Grande Reserve Townes
7. EEI Letter to City dated June 12, 2024.
8. EEI Letter to the City dated April 16, 2024.

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ORDINANCE No. _____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING THE FINAL PLAT OF SUBDIVISION FOR
*GRANDE RESERVE UNITS 10A AND 11A***

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, D.R Horton Inc. - Midwest, (the “Petitioner”) has filed an application and petition for approval of the Final Plat of Subdivision for Units 10A and 11A of the Grande Reserve development, generally located east of Kennedy Road and south of the BNSF railroad, for a total of 158 new townhome residential lots on approximately 22-acres; and,

WHEREAS, the Planning and Zoning Commission convened and held a public meeting on July 10, 2024, to consider the Final Plat of Subdivision for Grande Reserve Units 10A and 11A and approve architectural elevations for the proposed townhome residential lots; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 7 of Title 10 Subdivision Standards and Chapter 8 Section 8 of Title 10 Subdivision Procedures of the Yorkville Unified Development Ordinance and made a recommendation to the Mayor and City Council (“the Corporate Authorities”) for approval of the Final Plat of Subdivision for Grande Reserve Units 10A and 11A and architectural elevations subject to the review comments provided by the City Engineer, EEI, Inc. dated April 16, 2024 and June 12, 2024.

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

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

Section 2. That the Corporate Authorities hereby approve the Final Plat of Subdivision for Grande Reserve Units 10A and 11A, for the property legally described and attached hereto and made a part hereof by reference as *Exhibit A*.

Section 3. That the Corporate Authorities hereby approve the Final Plats of Subdivision for Grande Reserve Units 10A and 11A as prepared by Manhard Consulting, Ltd, Lombard, Illinois, dated last revised 04-29-2024 and elevations prepared by Premier Architecture, Inc. attached hereto and made a part hereof as *Exhibit B* and authorize the Mayor, City Clerk, City Administrator and City Engineer to execute said Plat, subject to the review comments provided

in letters from the City Engineer, EEI, Inc. dated April 16, 2024 and June 12, 2024 attached hereto and made a part hereof as *Exhibit C*.

Section 4. That the City Clerk is hereby authorized pursuant to Section 10-8-6-C-7.e of the Yorkville Unified Development Ordinance to file a copy of this ordinance and the Final Plat of Subdivision for Grande Reserve Units 10A and 11A with the Kendall County Recorder of Deeds.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVAR TARULIS	_____	RUSTY CORNEILS	_____

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

MAYOR

EXHIBIT A
Legal Description

**EXHIBIT A TO APPLICATION FOR FINAL PLAT/REPLAT
SUBMITTED BY D.R. HORTON, INC. – MIDWEST REGARDING CERTAIN PROPERTY
LOCATED IN GRANDE RESERVE**

Legal Description of the Subject Property
(Grande Reserve Neighborhoods 6 & 7/Units 10 & 11)

UNITS 10 & 11 (NH 6 & 7) LEGAL DESCRIPTION

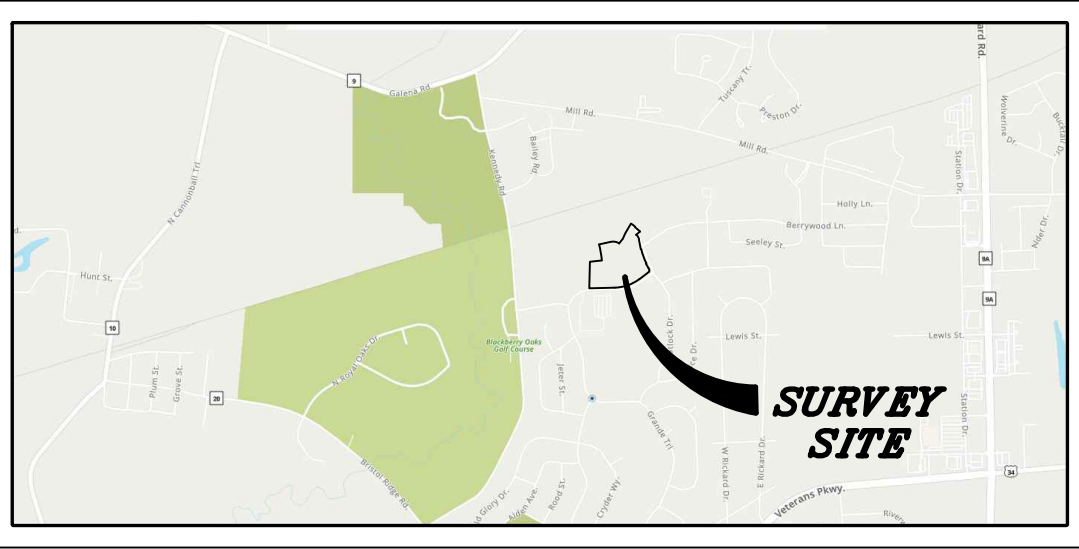
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 3010 IN GRANDE RESERVE UNIT 7, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004 AS DOCUMENT NUMBER 200400023008 SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHERN RAILROAD COMPANY; THENCE NORTH 73 DEGREES 22 MINUTES 16 SECONDS EAST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, NAD 83), ALONG SAID SOUTH LINE, 1,088.21 FEET, TO THE MOST NORTHERLY NORTHWEST CORNER OF LOT 3016 OF GRANDE RESERVE UNIT 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 200500028116; THENCE ALONG THE WEST LINE OF SAID LOT 3016 FOR THE FOLLOWING 5 COURSES; 1) THENCE SOUTH 18 DEGREES 26 MINUTES 52 SECONDS EAST, 154.36 FEET; 2) THENCE SOUTH 88 DEGREES 05 MINUTES 00 SECONDS EAST, 108.29 FEET; 3) THENCE SOUTH 80 DEGREES 49 MINUTES 39 SECONDS EAST, 215.66 FEET; 4) THENCE SOUTH 69 DEGREES 46 MINUTES 24 SECONDS EAST, 218.03 FEET; 5) THENCE SOUTH 47 DEGREES 59 MINUTES 52 SECONDS EAST, 132.80 FEET, TO A 1 INCH IRON PIPE AT THE NORTHEAST CORNER OF LOT 774 IN SAID UNIT 9; THENCE SOUTH 51 DEGREES 26 MINUTES 02 SECONDS WEST, ALONG NORTH LINE OF SAID LOT, 78.04 FEET, TO 1 INCH PIPE AT THE NORTHEAST CORNER OF LOT 773 IN SAID UNIT 9; THENCE SOUTH 49 DEGREES 54 MINUTES 35 SECONDS WEST, 163.33 FEET, TO THE WEST RIGHT-OF-WAY LINE OF MATLOCK DRIVE HERETOFORE DEDICATED PER DOCUMENT 200500028116 SAID LINE ALSO BEING A NONTANGENT CURVE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING 6 COURSES: 1) THENCE SOUTHEASTERLY, 72.16 FEET, ALONG SAID NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 117.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 29 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 71.02 FEET, TO A POINT OF TANGENCY; 2) THENCE SOUTH 11 DEGREES 49 MINUTES 06 SECONDS EAST, 135.73 FEET, TO A POINT OF CURVATURE; 3) THENCE SOUTHERLY, 203.87 FEET, ALONG A CURVE, CONCAVE EAST, HAVING A RADIUS OF 733.00 FEET, A CHORD BEARING SOUTH 19 DEGREES 47 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 203.21 FEET, TO A POINT OF TANGENCY; 4) THENCE SOUTH 27 DEGREES 45 MINUTES 15 SECONDS EAST, 66.67 FEET, TO A POINT OF CURVATURE; 5) THENCE SOUTHEASTERLY, 22.46 FEET, ALONG A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 483.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 05 MINUTES 10 SECONDS EAST, AND A CHORD DISTANCE OF 22.46 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHERLY, 36.40 FEET, ALONG A CURVE, CONCAVE WEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 11 DEGREES 17 MINUTES 46 SECONDS WEST, AND A CHORD DISTANCE OF 33.27 FEET, TO THE NORTH LINE OF AFORESAID UNIT 7, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF GRANDE TRAIL HERETOFORE DEDICATED PER DOCUMENT 200400023008; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING 6 COURSES; 1) THENCE SOUTH 53 DEGREES 00 MINUTES 37 SECONDS WEST, 158.23 FEET, TO A POINT OF CURVATURE; 2) THENCE WESTERLY, 350.53 FEET, ALONG A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING SOUTH 70 DEGREES 47 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 344.93 FEET, TO A POINT OF TANGENCY; 3) THENCE SOUTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 384.27 FEET, TO A POINT OF CURVATURE; 4) THENCE WESTERLY, 205.41 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 535.00 FEET, A CHORD BEARING SOUTH 77 DEGREES 33 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 204.15 FEET, TO A POINT OF COMPOUND CURVATURE; 5) THENCE SOUTHWESTERLY, 227.96 FEET, ALONG A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 335.00 FEET, A CHORD BEARING SOUTH 47 DEGREES 03

MINUTES 49 SECONDS WEST, AND A CHORD DISTANCE OF 223.59 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHWESTERLY, 30.31 FEET, ALONG A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 62 DEGREES 17 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 28.48 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF FREEDOM PLACE HERETOFORE DEDICATED PER DOCUMENT 200400023008 AND POINT OF TANGENCY; THENCE NORTH 82 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE, 77.23 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, 191.99 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING SOUTH 87 DEGREES 01 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 191.01 FEET, TO THE EAST LINE OF LOT 3010 IN AFORESAID UNIT 7; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING 14 COURSES;

- 1) NORTH 14 DEGREES 30 MINUTES 09 SECONDS WEST, 44.16 FEET, TO A 1 INCH IRON PIPE;
 - 2) THENCE NORTH 80 DEGREES 30 MINUTES 07 SECONDS WEST, 113.50 FEET, TO A 1 INCH IRON PIPE;
 - 3) THENCE NORTH 42 DEGREES 33 MINUTES 21 SECONDS WEST, 79.74 FEET, TO A 1 INCH IRON PIPE;
 - 4) THENCE NORTH 26 DEGREES 48 MINUTES 19 SECONDS WEST, 120.62 FEET, TO A 1 INCH IRON PIPE;
 - 5) THENCE NORTH 18 DEGREES 59 MINUTES 06 SECONDS WEST, 139.03 FEET, TO A 1 INCH IRON PIPE;
 - 6) THENCE NORTH 08 DEGREES 49 MINUTES 16 SECONDS WEST, 177.96 FEET, TO A 1 INCH IRON PIPE;
 - 7) THENCE NORTH 00 DEGREES 51 MINUTES 07 SECONDS EAST, 68.91 FEET, TO A 1 INCH IRON PIPE;
 - 8) THENCE NORTH 11 DEGREES 28 MINUTES 36 SECONDS EAST, 76.97 FEET;
 - 9) THENCE NORTH 09 DEGREES 21 MINUTES 03 SECONDS EAST, 72.18 FEET, TO A 1 INCH IRON PIPE;
 - 10) THENCE NORTH 13 DEGREES 06 MINUTES 39 SECONDS EAST, 124.19 FEET, TO A 1 INCH IRON PIPE;
 - 11) THENCE NORTH 21 DEGREES 29 MINUTES 11 SECONDS EAST, 93.60 FEET;
 - 12) THENCE NORTH 24 DEGREES 30 MINUTES 31 SECONDS EAST, 67.03 FEET, TO A 1 INCH IRON PIPE;
 - 13) THENCE NORTH 02 DEGREES 45 MINUTES 51 SECONDS WEST, 43.82 FEET, TO A 1 INCH IRON PIPE;
 - 14) THENCE NORTH 18 DEGREES 09 MINUTES 34 SECONDS WEST, 55.89 FEET, TO SAID POINT OF BEGINNING,
- ALL IN KENDALL COUNTY, ILLINOIS.

EXHIBIT B
Final Plat & Architectural Elevations



LOCATION MAP

NOT TO SCALE

PIN'S

PART OF 02-14-100-020

SUBMITTED BY/RETURN TO:

D.R. HORTON
1750 E. GOLF ROAD, SUITE 925
SCHAUMBURG, IL. 60173

SURVEY PREPARED FOR

D.R. HORTON
1750 E. GOLF ROAD, SUITE 925
SCHAUMBURG, IL. 60173

PROPERTY AREA

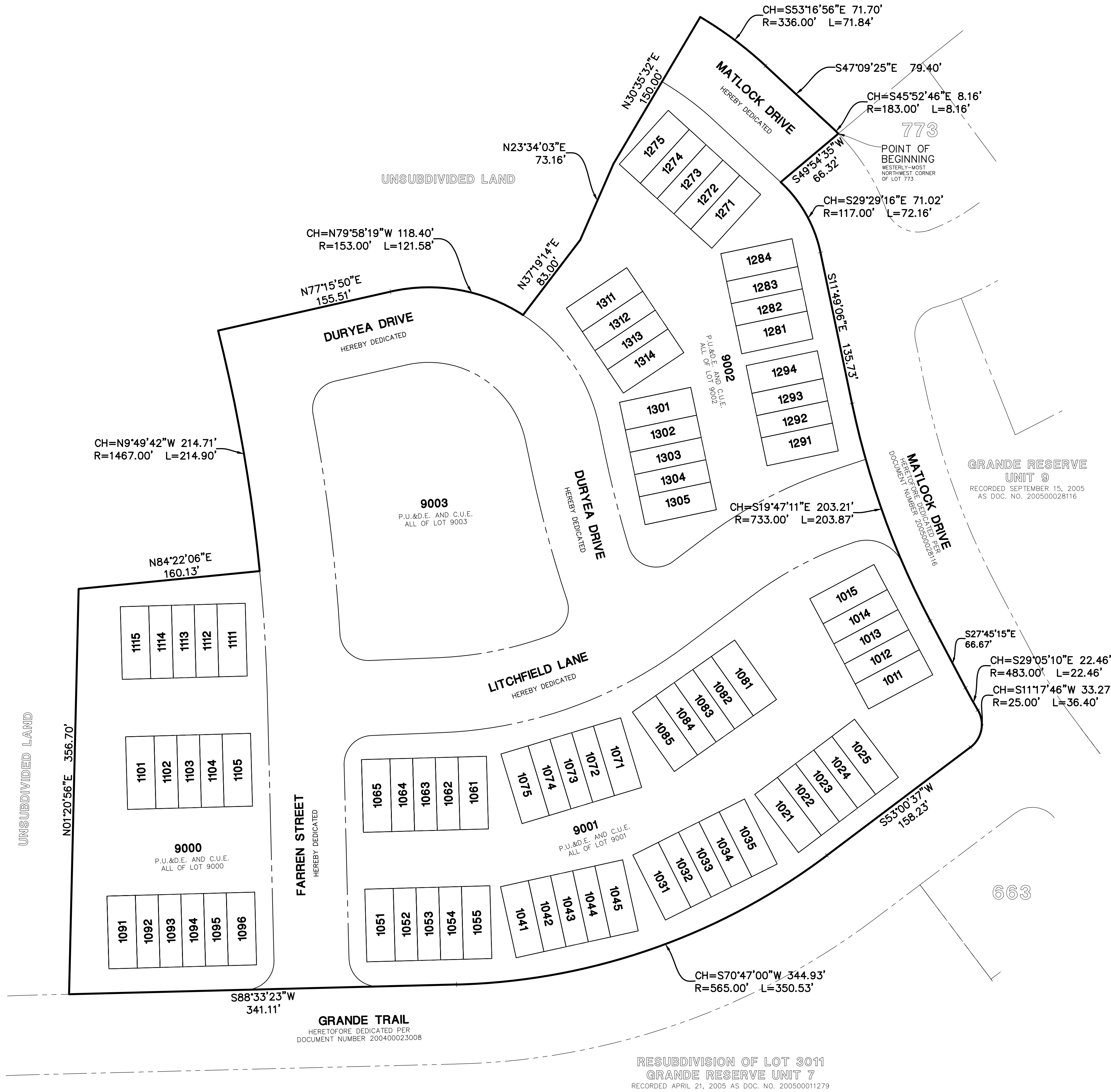
LOTS = 109,888 SQ. FT. (2.523 ACRES)
COMMON AREA/OUTLOT = 197,373 SQ. FT. (4.531 ACRES)
RIGHT OF WAY = 112,859 SQ. FT. OR (2.591 ACRES)
TOTAL AREA = 420,120 SQ. FT. (9.645 ACRES)

SHEET INDEX

SHEET 1	BASIS OF BEARING, SURVEYOR'S NOTES, PROPERTY AREA, OVERALL SUBDIVISION
SHEET 2 -5	PROPOSED GEOMETRY
SHEET 6-7	PROVISIONS, CERTIFICATES, LEGAL DESCRIPTION

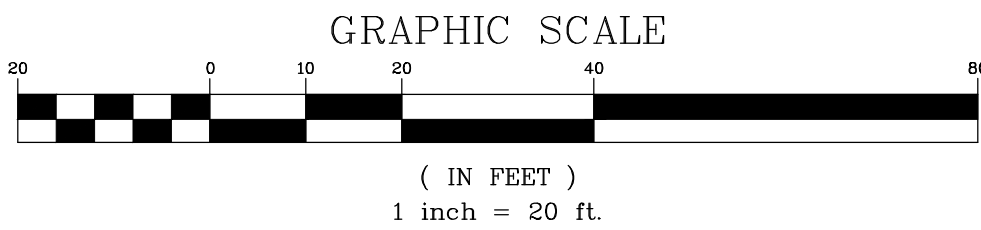
FINAL PLAT OF GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.



FINAL PLAT
OF
GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14
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LEGEND

	BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	EXISTING RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED SETBACK LINE

XXX.XX'	BOUNDARY DIMENSION
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

B.S.L.	= BUILDING SETBACK LINE
CH	= CHORD BEARING
C.U.E.	= CITY UTILITY EASEMENT
E	= EAST
L	= ARC LENGTH
N	= NORTH
P	= PUBLIC UTILITY AND DRAINAGE EASEMENT
R	= RADIUS
S	= SOUTH
W	= WEST



SHEET 2 OF 7 DRHYVL02	PROJ. MGR.: CJS	GRANDE RESERVE - UNIT 10A YORKVILLE, ILLINOIS FINAL PLAT OF SUBDIVISION
	PROJ. ASSOC.: CJS	
	DRAWN BY: LB	
	DATE: 03/22/24	
	SCALE: 1" = 20'	

Manhard
CONSULTING

333 East Butterfield Road, Suite 600, Lombard, IL 60148
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
06/20/24	REVISED PER VILLAGE REVIEW	LB
04/29/24	REVISED PER VILLAGE REVIEW	LB

FINAL PLAT
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LEGEND

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SECTION LINE
EXISTING RIGHT-OF-WAY LINE
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PROPOSED SETBACK LINE
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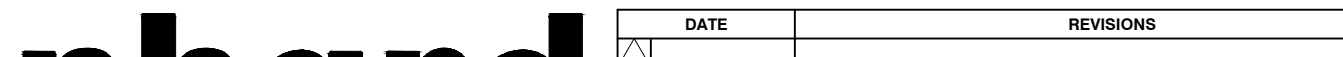
GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

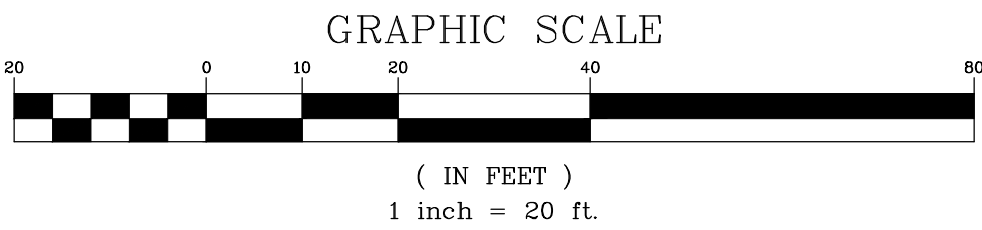
SEE SHEET 4



SHEET		PROJ. MGR.: CJS		GRANDE RESERVE - UNIT 10A		 <div>333 East Butterfield Road, Suite 600, Lombard, IL 60148 ph-630.691.8500 tx-630.691.8585 manhard.com Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers Construction Managers • Environmental Scientists • Landscape Architects • Planners</div>		DATE		REVISIONS		DRAWN BY	
3 OF 7		PROJ. ASSOC.: CJS		YORKVILLE, ILLINOIS									
		DRAWN BY: LB											
DRHYVL02		DATE: 03/22/24		FINAL PLAT OF SUBDIVISION		06/20/24		REVISED PER VILLAGE REVIEW		LB			
		SCALE: 1" = 20'				04/29/24		REVISED PER VILLAGE REVIEW		LB			

FINAL PLAT
OF
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LEGEND

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SEE SHEET 3

SEE SHEET 5

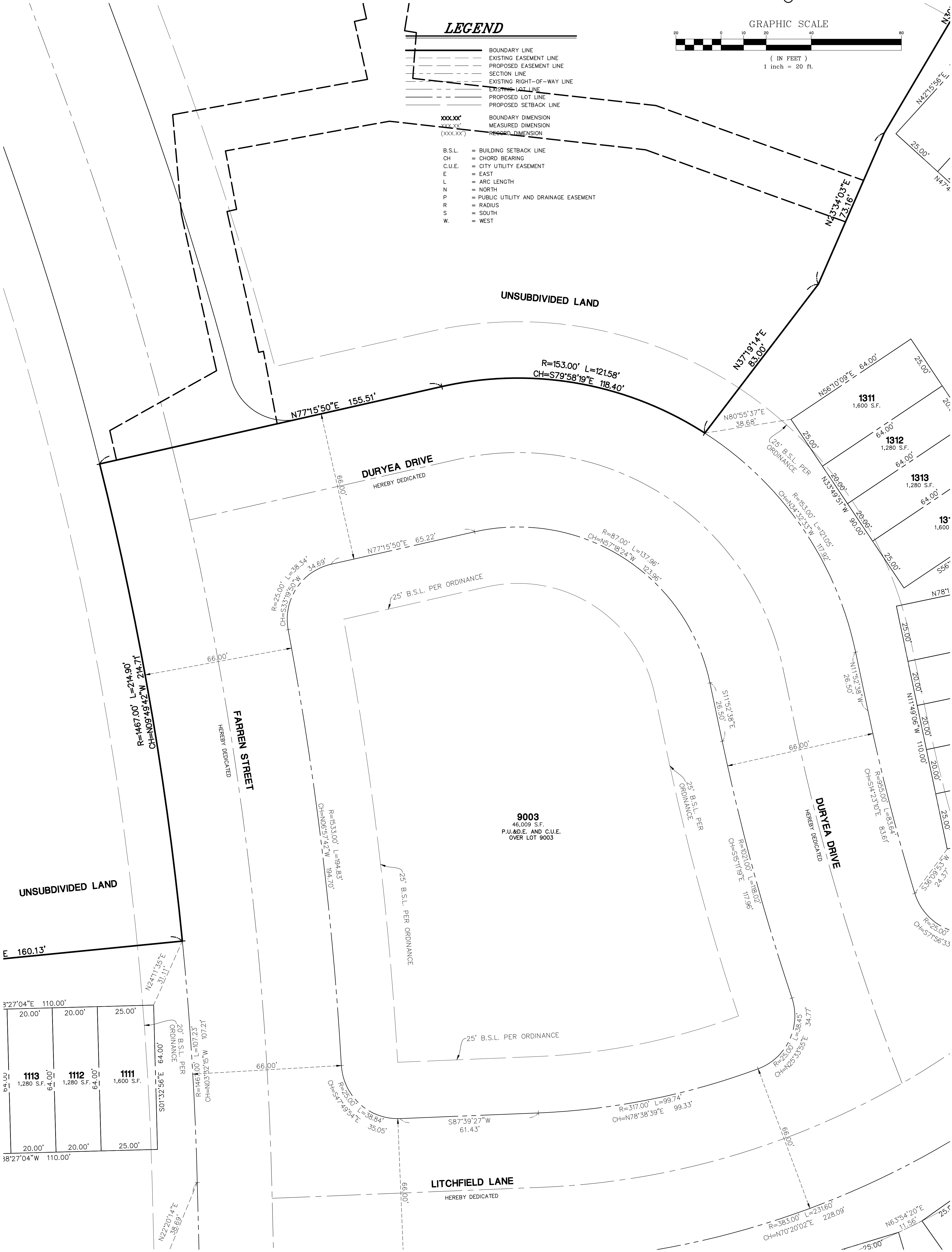
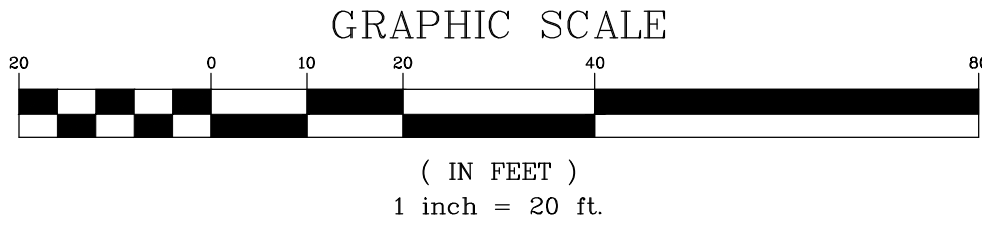
SHEET 4 OF 7 DRHYVL02	PROJ. MGR.: CJS	GRANDE RESERVE - UNIT 10A YORKVILLE, ILLINOIS FINAL PLAT OF SUBDIVISION	Manhard CONSULTING	DATE 06/20/24 04/29/24	REVISIONS REVISED PER VILLAGE REVIEW REVISED PER VILLAGE REVIEW	DRAWN BY LB LB
	PROJ. ASSOC.: CJS DRAWN BY: LB DATE: 03/22/24 SCALE: 1" = 20'					

FINAL PLAT
OF
GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14
AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.

LEGEND

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SEE SHEET 4

SEE SHEET 2

SHEET	PROJ. MGR.: CJS
5 OF 7	PROJ. ASSOC.: CJS
	DRAWN BY: LB
	DATE: 03/22/24
DRHYVL02	SCALE: 1" = 20'

GRANDE RESERVE - UNIT 10A
YORKVILLE, ILLINOIS
FINAL PLAT OF SUBDIVISION

Manhard CONSULTING

333 East Butterfield Road, Suite 600 Lombard, IL 60148 ph:630.891.8600 fx:630.891.8886 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
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DATE	REVISIONS	DRAWN BY
06/20/24	REVISED PER VILLAGE REVIEW	LB
04/29/24	REVISED PER VILLAGE REVIEW	LB

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

STATE OF _____)
) SS
COUNTY OF _____)

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

STATE OF _____)
COUNTY OF _____) SS

STATE OF _____)
) SS
COUNTY OF _____)

ATTEST: _____
PRINTED NAME AND TITLE

STATE OF _____)
COUNTY OF _____) SS

NOTARY PUBLIC

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

[illegible]

Manhard
CONSULTING

383 East Butterfield Road, Suite 600, Lombard, IL 60148
PH: 630.681.8200 FAX: 630.681.8536
manhard.com

Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers

GRANDE RESERVE - UNIT 10A

YORKVILLE, ILLINOIS

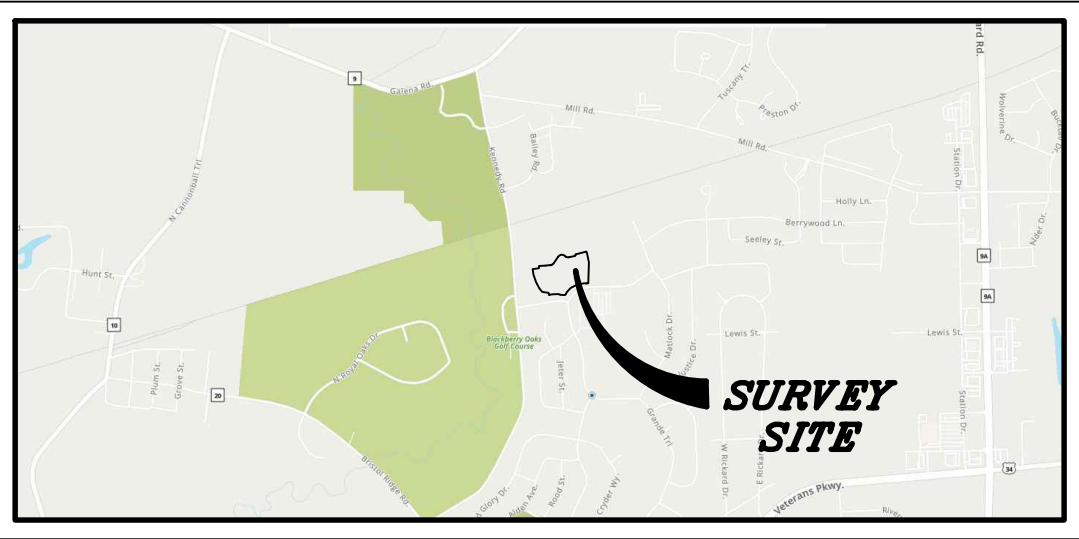
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: N/A

SHEET

6 OF 7

DRHYVIL02



LOCATION MAP

NOT TO SCALE

PIN'S

PART OF 02-14-100-020

SUBMITTED BY/RETURN TO:

D.R. HORTON
1750 E. GOLF ROAD, SUITE 925
SCHAUMBURG, IL. 60173

SURVEY PREPARED FOR

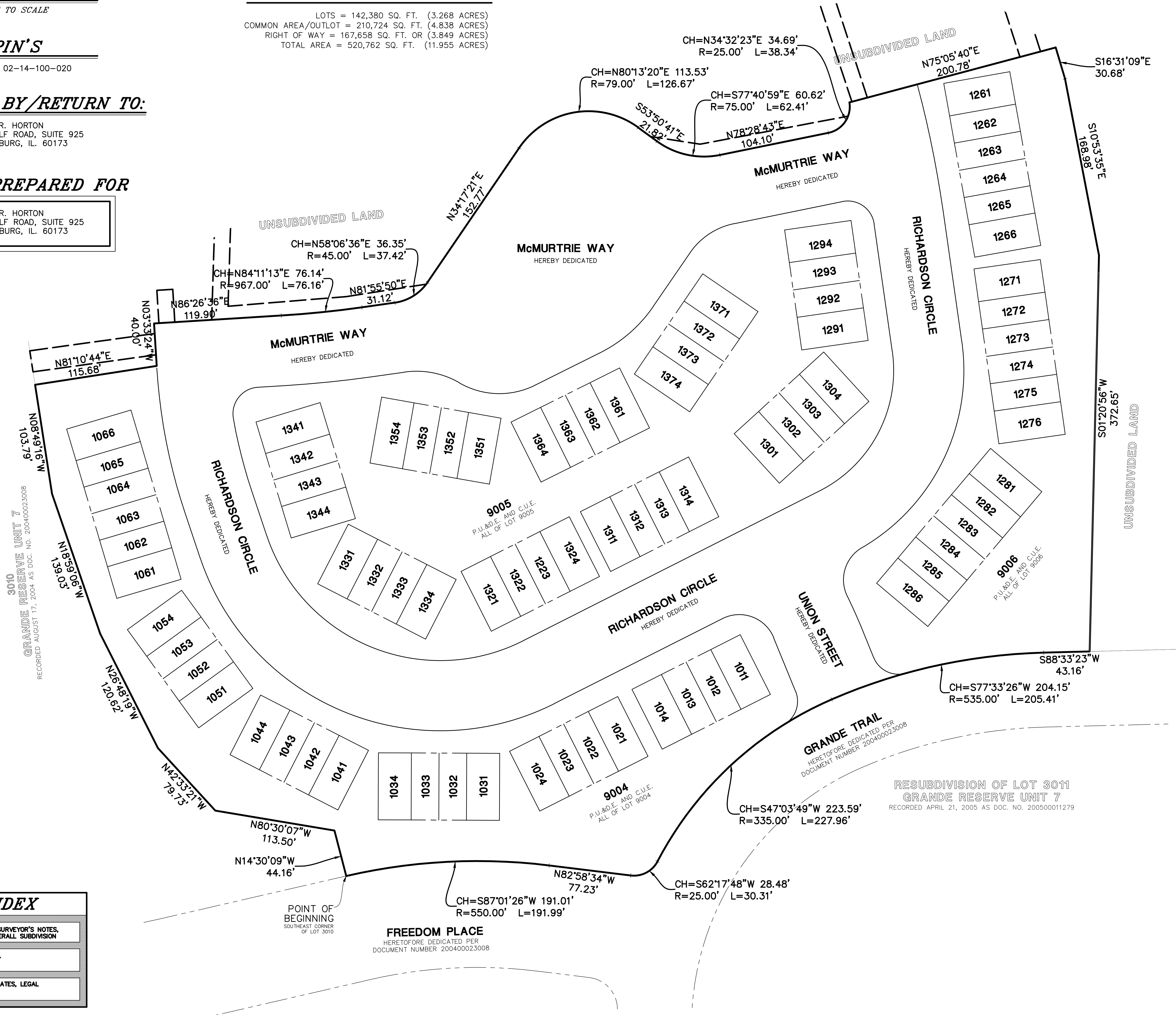
D.R. HORTON
1750 E. GOLF ROAD, SUITE 925
SCHAUMBURG, IL. 60173

PROPERTY AREA

LOTS = 142,380 SQ. FT. (3.268 ACRES)
COMMON AREA/OUTLOT = 210,724 SQ. FT. (4.838 ACRES)
RIGHT OF WAY = 167,658 SQ. FT. OR (3.849 ACRES)
TOTAL AREA = 520,762 SQ. FT. (11.955 ACRES)

FINAL PLAT
OF
GRANDE RESERVE - UNIT 11A

BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP
37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.



BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK. ADD 90°01'3" TO ALL BEARINGS TO CONVERT TO RECORD BEARINGS FOR THE GRANDE RESERVE.

LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- PROPOSED SETBACK LINE

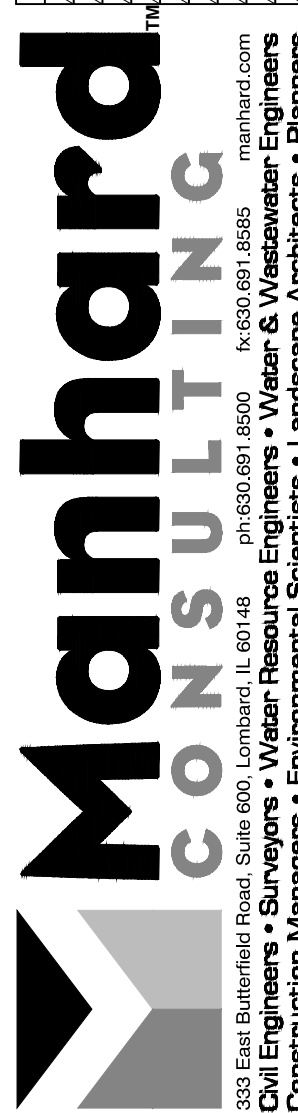
SURVEYOR'S NOTES

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.
- COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
- THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
- P.U.&D.E. DENOTES A PUBLIC UTILITY AND DRAINAGE EASEMENT. THERE IS A P.U.&D.E. OVER ALL OF LOTS 9004, 9005 AND 9006.
- C.U.E. DENOTES A CITY UTILITY EASEMENT. THERE IS A C.U.E. OVER ALL OF LOTS 9004, 9005 AND 9006.
- THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2025

SHEET INDEX

SHEET 1	BASIS OF BEARING, SURVEYOR'S NOTES, PROPERTY AREA, OVERALL SUBDIVISION
SHEET 2-5	PROPOSED GEOMETRY
SHEET 6-7	PROVISIONS, CERTIFICATES, LEGAL DESCRIPTION

DATE	REVISIONS
06/20/24	REVISED PER VILLAGE REVIEW
06/29/24	REVISED PER VILLAGE REVIEW

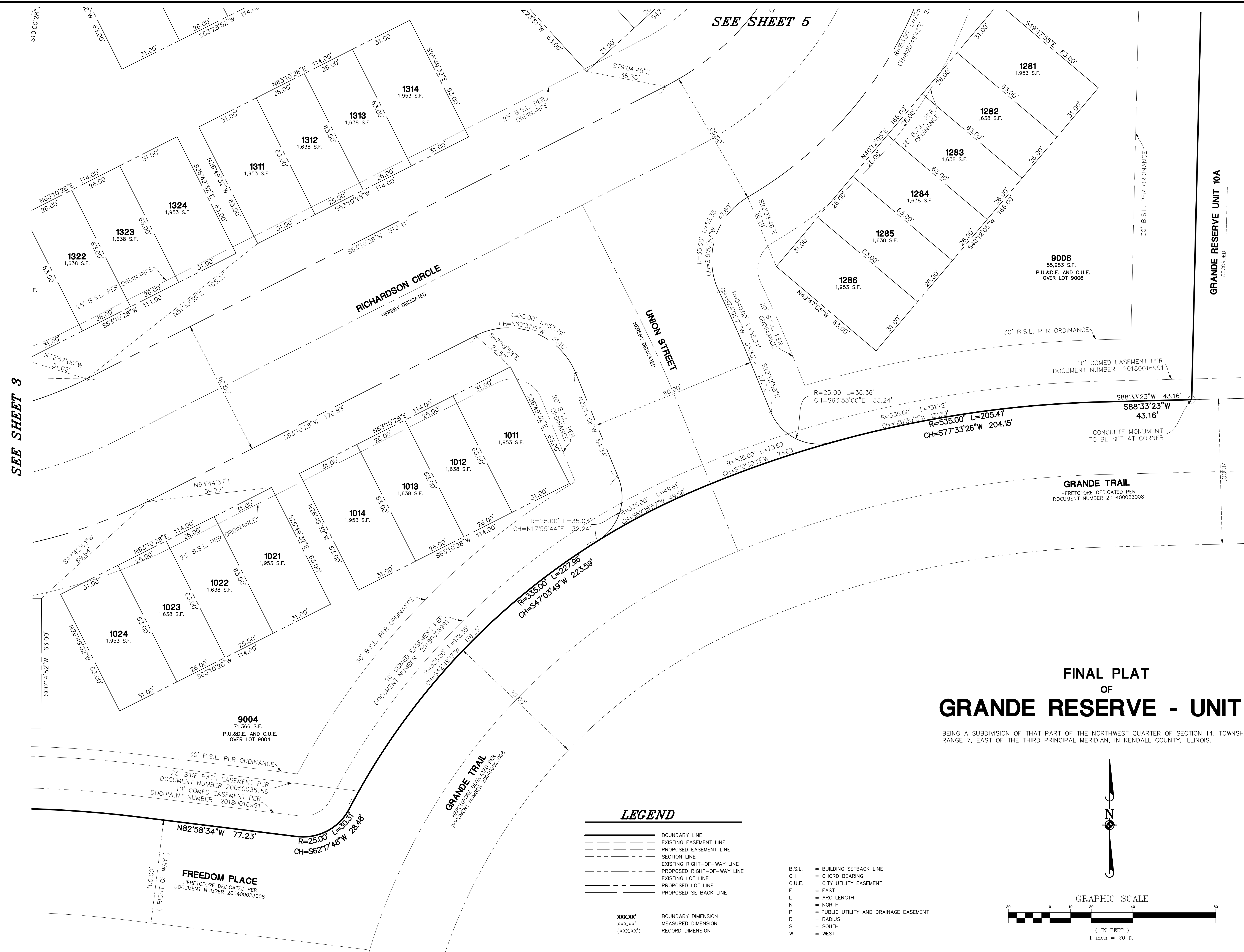


GRANDE RESERVE - UNIT 11A

YORKVILLE, ILLINOIS

FINAL PLAT OF SUBDIVISION

PROJ. MGR.:	CJS
PROJ. ASSOC.:	CJS
DRAWN BY:	LB
DATE:	03/22/24
SCALE:	1" = 50'
SHEET	1 OF 7
DRHYVL02	



SEE SHEET 5

GRANDE RESERVE UNIT 10A

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GRANDE RESERVE - UNIT 11A
YORKVILLE, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: 1" = 20'

SHEET

2 OF 7

DRHYVIL01

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: 1" = 20'
SHEET
2 OF 7
DRHYVIL01

BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH,
RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

SEE SHEET 2

FREEDOM PLACE
HERETOFORE DEDICATED PER
DOCUMENT NUMBER 2004000230

YORKVILLE, ILLINOIS

FINAL PLAT OF SUBDIVISION

[illegible]

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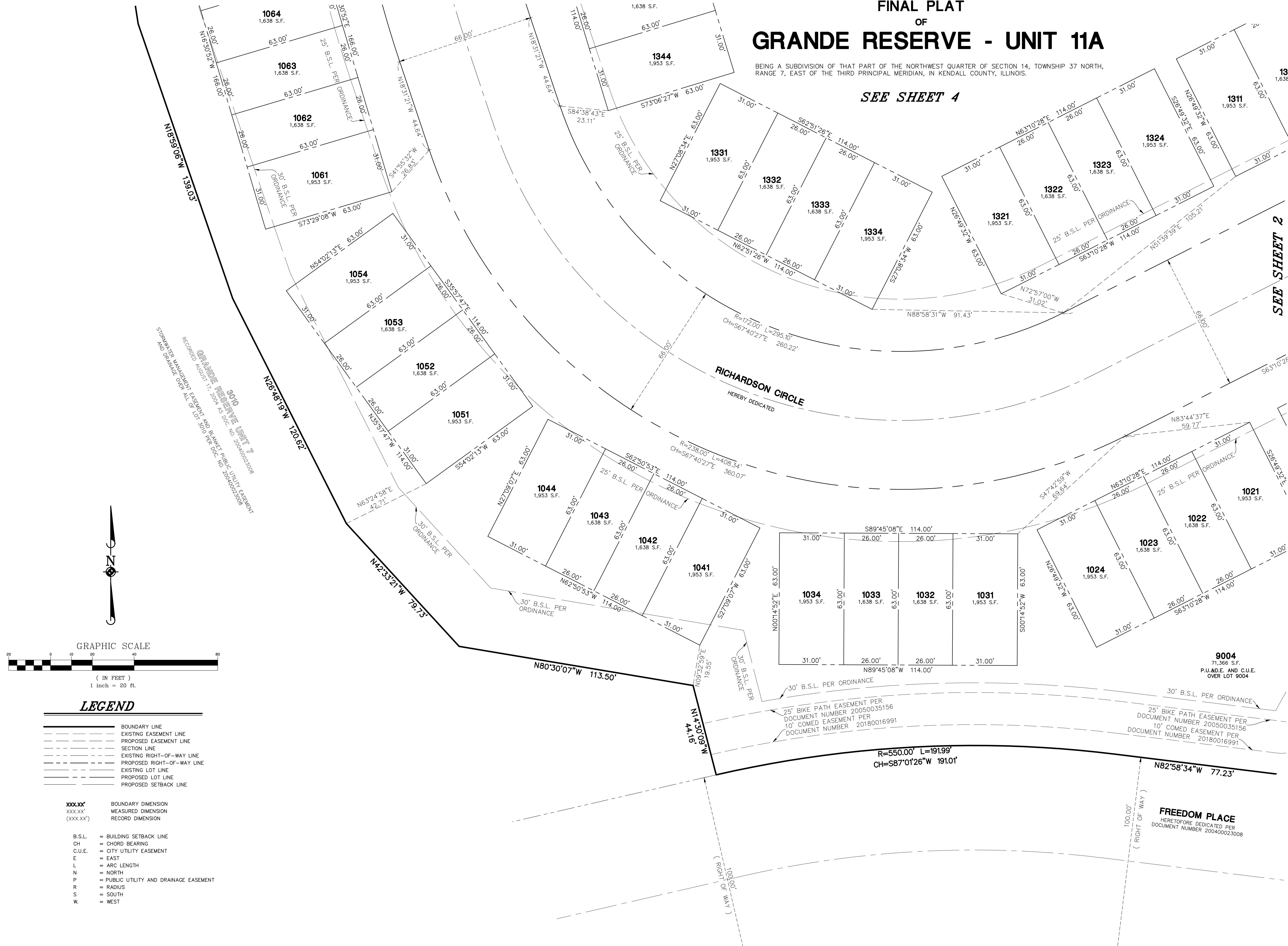
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers

PROJ. MGR.:	CJS
PROJ. ASSOC.:	CJS
DRAWN BY:	LB
DATE:	03/22/24
SCALE:	1" = 20'

SHEET

3 OF 7

DRHYML01

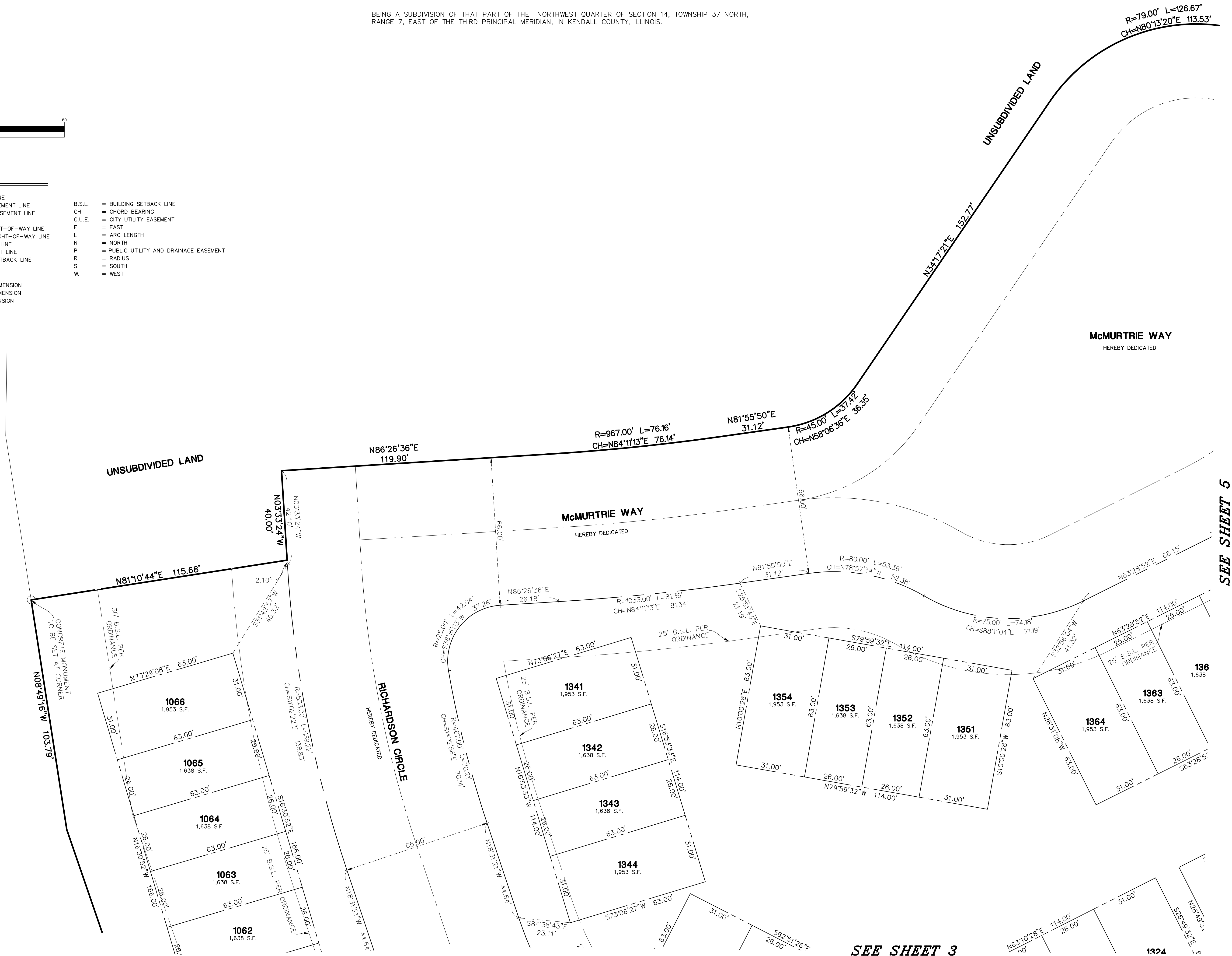
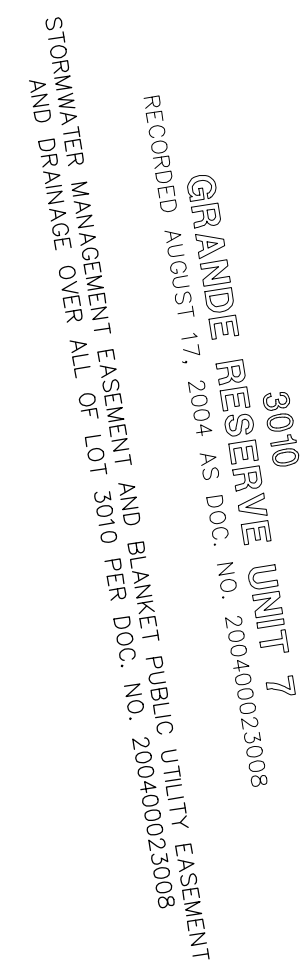
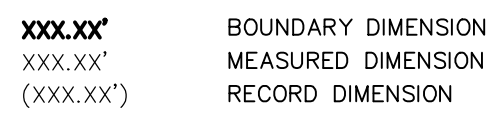


April 29, 2024 - 16:52 Dwg Name: \\mcl-io-nas\Projects-LO\Drhtw\02\dwg\Surv\Final Drawings\Plat of Subdivision\Final Plat\Unit 11A\02-05-DBHYV\02-PS-11A.dwg Updated By: CSalazar

BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH,
RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.



_____	BOUNDARY LINE		
_____	EXISTING EASEMENT LINE	B.S.L.	= BUILDING SETBACK LINE
_____	PROPOSED EASEMENT LINE	CH	= CHORD BEARING
_____	SECTION LINE	C.U.E.	= CITY UTILITY EASEMENT
_____	EXISTING RIGHT-OF-WAY LINE	E	= EAST
_____	PROPOSED RIGHT-OF-WAY LINE	L	= ARC LENGTH
_____	EXISTING LOT LINE	N	= NORTH
_____	PROPOSED LOT LINE	P	= PUBLIC UTILITY AND DRAINAGE EASEMENT
_____	PROPOSED SETBACK LINE	R	= RADIUS
		S	= SOUTH
		W.	= WEST
XXX.XX'	BOUNDARY DIMENSION		
XXX.XX'	MEASURED DIMENSION		
(XXX.XX')	RECORD DIMENSION		



SEE SHEET 5

SEE SHEET 3

[illegible]

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GRANDE RESERVE - UNIT 11A

YORKVILLE, ILLINOIS

FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: 1" = 20'

SHEET

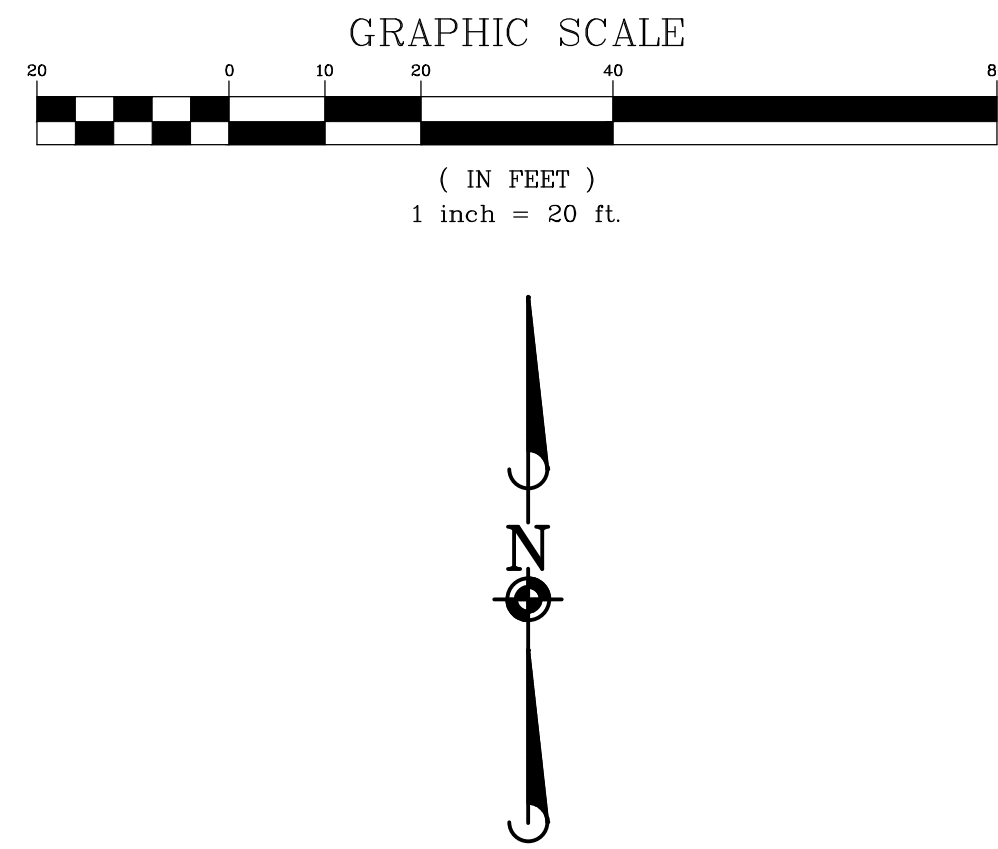
4 OF 7

DRHYMLO1

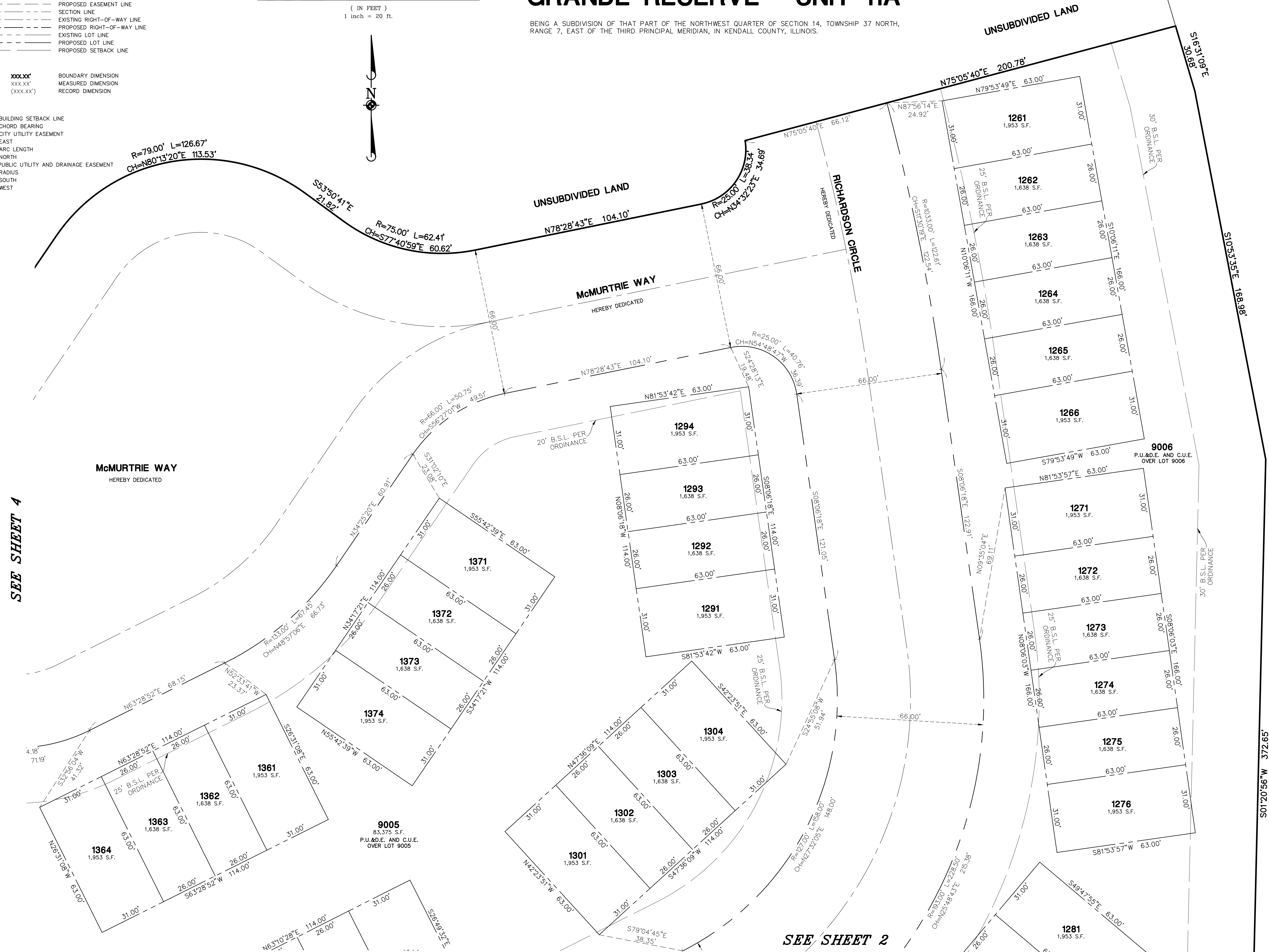
April 29, 2024 - 16:52 Dwg Name: \\mcl-lo-nas\Projects-LO\Drhyyil02\dwg\Surv\Final Drawings\Plat of Subdivision\Final Plat\Unit 11A\02-05-DRHYVIL02-PS-11A.dwg Updated By: CSalazar

_____	BOUNDARY LINE
_____	EXISTING EASEMENT LINE
_____	PROPOSED EASEMENT LINE
_____	SECTION LINE
_____	EXISTING RIGHT-OF-WAY LINE
_____	PROPOSED RIGHT-OF-WAY LINE
_____	EXISTING LOT LINE
_____	PROPOSED LOT LINE
_____	PROPOSED SETBACK LINE

B.S.L. = BUILDING SETBACK LINE
CH = CHORD BEARING
C.U.E. = CITY UTILITY EASEMENT
E = EAST
L = ARC LENGTH
N = NORTH
P = PUBLIC UTILITY AND DRAINAGE EASEMENT
R = RADIUS
S = SOUTH
W. = WEST



BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.



SEE SHEET 4

SEE SHEET 2

GRANDE RESERVE UNIT 10A

[illegible]

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GRANDE RESERVE - UNIT 11A

YORKVILLE, ILLINOIS

FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
 PROJ. ASSOC.: CJS
 DRAWN BY: LB
 DATE: 03/22/24
 SCALE: 1" = 20'

SHEET

5 OF 7

DRHYML01

BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 14 , ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

STATE OF _____)
) SS
COUNTY OF _____)

ATTEST: _____
PRINTED NAME AND TITLE

NOTARY PUBLIC

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

[illegible]

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GRANDE RESERVE - UNIT 11A

YORKVILLE, ILLINOIS

FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: N/A

SHEET

6 OF 7

DRHYVL02

May 29, 2024 - 08:44 Dwg Name: \\mcl-o-nas\Projects-LO\Drhvw\02\dwg\Surv\Final Drawings\Plat of Subdivision\Final Plat\Unit 11A\06-07-DRHVW\02-PS-11A.dwg Updated By: CSalazar

PART OF 02-14-100-020

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: N/A

SHEET

7 OF 7

DRHYVL02





EXHIBIT C
Engineering Review Letters



April 16, 2024



Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: Grande Reserve Units 10 & 11
Final Engineering Review – 1st Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (51 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Landscape Plans (9 Sheets) dated March 22, 2024, prepared by Gary R. Weber Associates.
- Final Plat of Subdivision – Unit 10A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Plat of Subdivision – Unit 11A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Stormwater Management Report dated March 19, 2024, prepared by Manhard Consulting.

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

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies at the appropriate time.
 - a. IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
 - b. IEPA Water and Sanitary permits shall be submitted for review and distribution to the City for signatures.
 - c. Fox Metro Water Reclamation District approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
2. The following will need to be submitted:
 - a. An engineer's estimate needs to be provided and must include all public improvements within the ROW including utility connections and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount.
 - b. City of Yorkville Stormwater Permit Application

3. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.

Final Engineering Plans

Sheet 1 – Cover Sheet

4. Include contact information for Fox Metro on the cover sheet.
5. Plans shall be signed and sealed by a Professional Engineer prior to final approval.

Sheet 8 – Site Dimension, Street Lighting & Signage Plan

6. Proposed signage should be shown on the plan.

Sheet 9-10 – Overall Utility Plans

7. The Utility Notes should state that water main must be installed a minimum of 5'-6" from finished grade. This comment is typical for the note on all utility sheets.
8. Show all hydrant leads.
9. Show the existing storm and sanitary structures.
10. Proposed streetlights should be shown on this plan.
11. It is recommended that the 90° bends in the water main be replaced with 45° bends.
12. Trench backfill should be shown to be used under and within 2 feet of all paved areas.
13. Indicate if the storm manholes are open or closed lid.
14. The developer/builder should confirm the locations of the proposed water and sanitary sewer services.
15. Bends in the water and sanitary sewer services should be avoided whenever possible.
16. Verify that services won't conflict with any mains that are being crossed.
17. The alignment of water and sanitary sewer mains are under further review by Public Works.

Sheet 11 – Utility Plan - 1

18. Include a callout for the connection to the existing water main.
19. Confirm that all utility crossings are called out correctly. There are several crossings that don't have a callout, it is in the wrong location, or an ID number is missing.
20. Show the existing storm structure at MH 72.

Sheet 12 – Utility Plan - 2

21. Sanitary structure SMH 6-17 should be shifted so that it is not on top of a water service.

Sheet 13 – Utility Plan - 3

- 22. Show the existing sanitary structure at SMH 7-1 and the storm structures at MH 8-112 and MH 8-113.
- 23. Include a callout for the connection to the existing water main.
- 24. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

Sheet 14 – Utility Plan - 4

- 25. Move hydrant 6-27 so that it is not on top of a storm sewer.
- 26. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

Sheet 15 – Utility Plan - 5

- 27. Show the existing sanitary structure south of SMH 6-1A. This structure should also have a unique ID.
- 28. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.
- 29. Include a callout for the connection to the existing water main.
- 30. Adjust VB 6-14 so that it is further from the storm sewer.
- 31. There is a water main callout in the top left corner that is pointing to a storm sewer.

Sheet 16 – Utility Plan - 6

- 32. Shift INL 7-11 so that it is not on top of a water service.
- 33. The size of the water main is not called out on this sheet.
- 34. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

Sheet 17 – Overall Grading Plan – Unit 10

- 35. The scale bar needs to be corrected.

Sheet 19-24 – Grading Plans

- 36. Include the contours of the detention basins and show the high-water levels.
- 37. Label the elevations of the existing contours.
- 38. Add spot grades for the centerline of the road.
- 39. Show the storm rim elevations on the grading plan.

Sheet 20 – Grading Plan – 2

- 40. The concrete curtain wall does not align with the detention basin and the contours shown do not correlate with the details of the curtain wall.
- 41. The maximum allowable slope of driveways is 8%. One driveway in Building 12 is 8.1%.

Sheet 22 – Grading Plan – 4

- 42. The 649 contour and the spot grades south of Building 7 don't correlate.

Sheet 28 – Plan and Profile – Road A Sta. 0+00 to 2+76

- 43. There are two valve symbols shown at VB 6-14, but only one valve is labeled. The valve should be shifted to be further from the storm sewer.

Sheets 29-30 – Plan and Profiles

- 44. The water main is not shown on these sheets.
- 45. Consider insulating the water main at the crossing between 7+50 and 8+00 rather than having the main be 8+ feet deep. A minimum depth of 4 feet is required with insulation.

Sheet 31 – Plan and Profile – Road B Sta. 18+00 to 25+68

- 46. The water main is not shown on this sheet.
- 47. The water main profile is broken between 23+50 and 25+50.
- 48. The inlet at 19+69 does not have a unique identifier called out.

Sheet 32 – Plan and Profile – Road C Sta. 24+00 to 28+00

- 49. Consider smoothing out the water profile at 27+00 to reduce the number of vertical bends in the main.

Sheet 33 – Plan and Profile – Road C Sta. 28+00 to 32+49

- 50. Consider insulating the water main at the crossing between 29+00 and 29+50 and 31+50 and 32+00 rather than having the main be 8+ feet deep.

Sheet 34 – Plan and Profile – Road D Sta. 33+00 to 36+42

- 51. Shift SA 6-11 so that it is not on top of a water service.

Sheet 35 – Plan and Profile – Road E Sta. 38+00 to 43+00

- 52. The north arrow is not pointing in the correct direction.
- 53. Shift SA 6-11 so that it is not on top of a water service.
- 54. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
- 55. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 and SMH 7-

13 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.

56. Consider insulating the water main at the crossing at 40+50 rather than having the main be 9+ feet deep.

Sheet 36 – Plan and Profile – Road E Sta. 43+00 to 48+05

57. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-27 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
58. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
59. The valve north of MH 7-10 is not labeled.

Sheet 37 – Plan and Profile – Road F Sta. 49+00 to 55+00

60. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
61. Several structures are not labeled in the plan view.
62. Consider insulating the water main at the crossing at 53+25 rather than having the main be 9+ feet deep.

Sheet 38 – Plan and Profile – Road F Sta. 55+00 to 60+83

63. Show the existing utilities. The water main and sanitary appear to not be connected to anything.
64. Several structures are not labeled in the plan view.
65. The profile at 55+50 is illegible.
66. Several structures in the profile do not have invert elevations called out.

Sheet 39 – Plan and Profile – Road G Sta. 0+00 to 2+75

67. There is a valve symbol shown at the crossing of the water and storm sewer around INL 7-37 with no ID. Change the symbol to a crossing or move the valve off of the storm sewer and label.
68. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.

Sheet 40 – Plan and Profile – Road H Sta. 68+00 to 74+67

69. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
70. The callouts for the storm sewer in the profile are missing.
71. The rim elevation for SMH 8-22A is not correct and invert elevation is not shown.

Sheet 41-42 – Sanitary Sewer Profiles

72. Show the proposed grades in the profiles.

Sheet 43 – Utility Crossings and Curve Tables

73. The separation distance for crossing 14 is a negative number.

Sheet 46 – Construction Details - 3

74. The table file in the Fox Metro notes is missing.

Sheet 47 – Construction Details

75. Remove the Superpave reference in the road cross-section.

Sheet 51 – Construction Specifications

76. Remove the note regarding PVC pipe in the Storm Sewer section as it is not allowed per the ordinance. HDPE is only allowed in rear and side yards and shall be approved by the City.
77. Storm and sanitary sewers are to be televised prior to acceptance by the City. A note should be added.

Plats of Subdivision – Unit 10A

78. Label the exterior boundary for Unit 10A on sheet 1, remove the boundary for Unit 11A, and remove sheet 2 because it includes areas outside this subdivision.
79. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 10A and remove the grantor's property legal description because it contains additional areas outside this subdivision.
80. On sheet 3, add the overall boundary dimension along the north line of Grande Trail.
81. On Sheet 4, the BSL on the north side of Litchfield Lane is labeled 25' but measures 20'. Verify the approved setback lines.
82. Add dimensions to the south line of Matlock Drive on sheet 5.
83. Use the unaltered City certificates and easement provisions.
84. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.
85. The PIN listed on sheet 1 should read part of 01-14-100-020.
86. Label or remove the lines running down the center of sheets 5 and 6.
87. All offsite utilities servicing this subdivision must be in recorded easements prior to the recording of the final plat of subdivision.

Plats of Subdivision – Unit 11A

88. Label the exterior boundary for Unit 11A on sheet 1, remove the boundary for Unit 10A, and remove sheet 2 because it includes areas outside this subdivision.

89. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 11A and remove the grantor's property legal description because it contains additional areas outside this subdivision.
90. All Lot lines and right of way lines need dimensions.
91. Use the unaltered City certificates and easement provisions.
92. On sheet 6, east of Lot 9006, label Grande Reserve Unit 10A once it is recorded.
93. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.
94. The PIN listed on sheet 1 should read part of 01-14-100-020.
95. Verify the approved setback lines.
96. All offsite utilities servicing this subdivision must be in recorded easements prior to the recording of the final plat of subdivision.

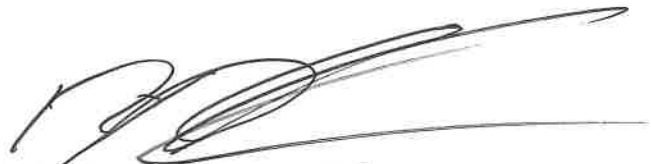
Stormwater Report

97. The overflow route for Basin 6W is not shown at the same location on the Overflow Design Exhibit as it is in the plan set. The plans have the route going through the weir at the concrete curtain wall. This weir is also not shown in the exhibit.

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
Mr. Dave Riendeau, Manhard Consulting (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

April 2, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AH

Re: Landscape Plan Review
Grande Reserve Units 10 & 11

Dear Pamela:

We have completed our first landscape plan review of Grande Reserve Units 10 & 11 located in Yorkville.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

This landscape plan is not recommended for approval. The petitioner should provide a comment response letter with their resubmittal. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be “double counted” to meet multiple requirements). If there are any changes to the plans, additional comments may be provided.

It is our understanding that the 2003 Annexation and PUD Agreement along with the original 2005 landscape plan referenced below were approved by the City and remain relevant. Comments are as follows.

- 1) Parkway trees are proposed at a lower density than shown on the previously approved plan.
- 2) The Annexation and PUD Agreement call for a Landscape Buffer consisting of 3 shade trees, 4 evergreens, and 20 shrubs per 100' of buffer along Kennedy Road that is not shown on the current land plan submittal. Google Street View imagery shows overgrown trees, brush, and weeds in this area.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City's Landscape Ordinance.

- Final Landscape Plans for Neighborhood 7, 2 sheets, prepared by Rolf C. Campbell & Associates, most recently dated February 18, 2005
- Ordinance No. 2003-44 Authorizing the Execution of an Annexation and Planned Unit Development Agreement...(Grande Reserve), 150 pages, prepared by Law Offices of Daniel Kramer, recorded 9/11/2003

Pamela Whitfield
Grande Reserve Units 10 & 11
April 2, 2024
page 2

- Final Landscape Plan, 9 sheets, prepared by Gary R. Weber Associates, dated March 22, 2024

Let us know if there are any questions or comments.

Sincerely,

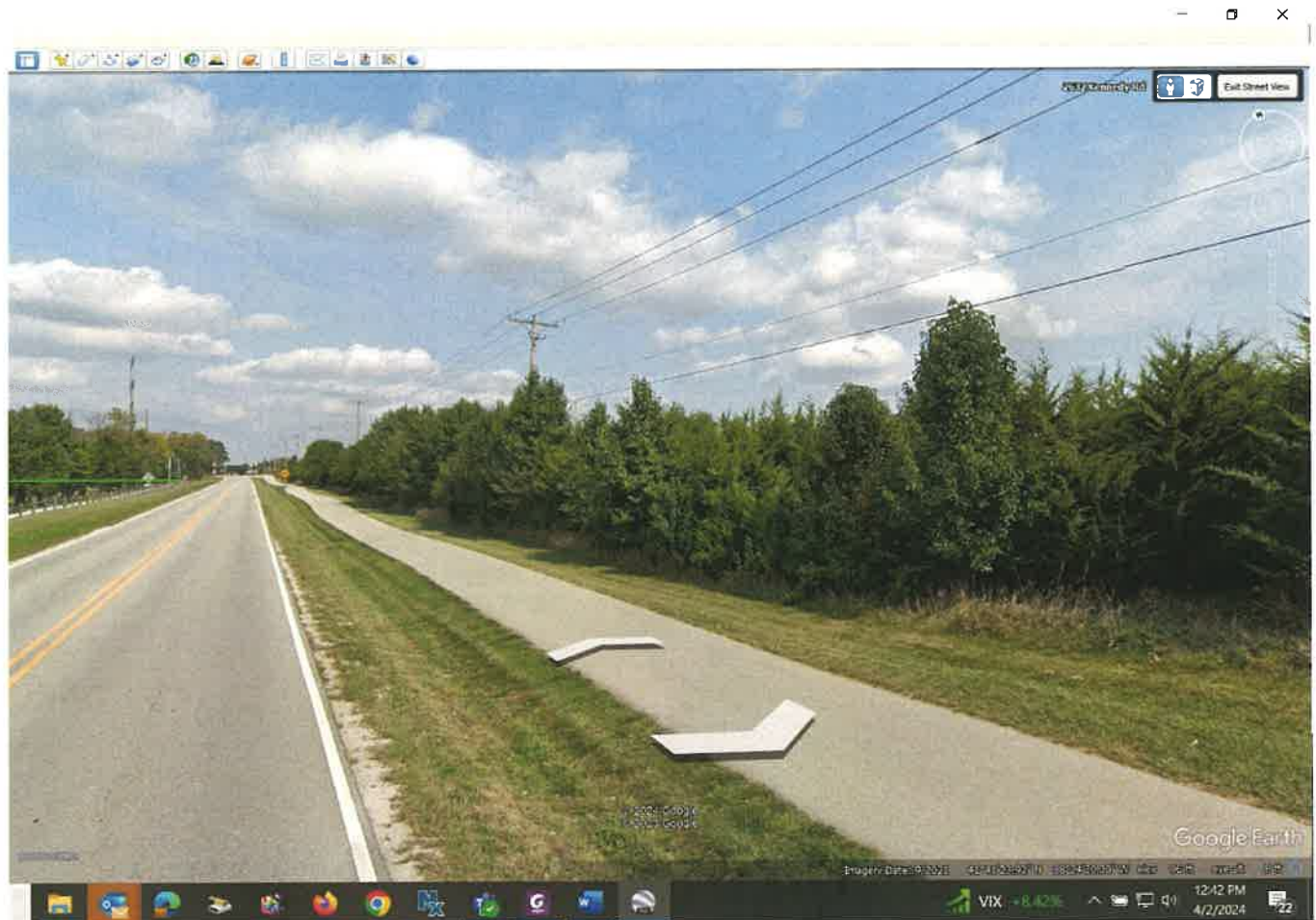
A handwritten signature in dark ink, reading "Tim Pollowy". The signature is written in a cursive, flowing style.

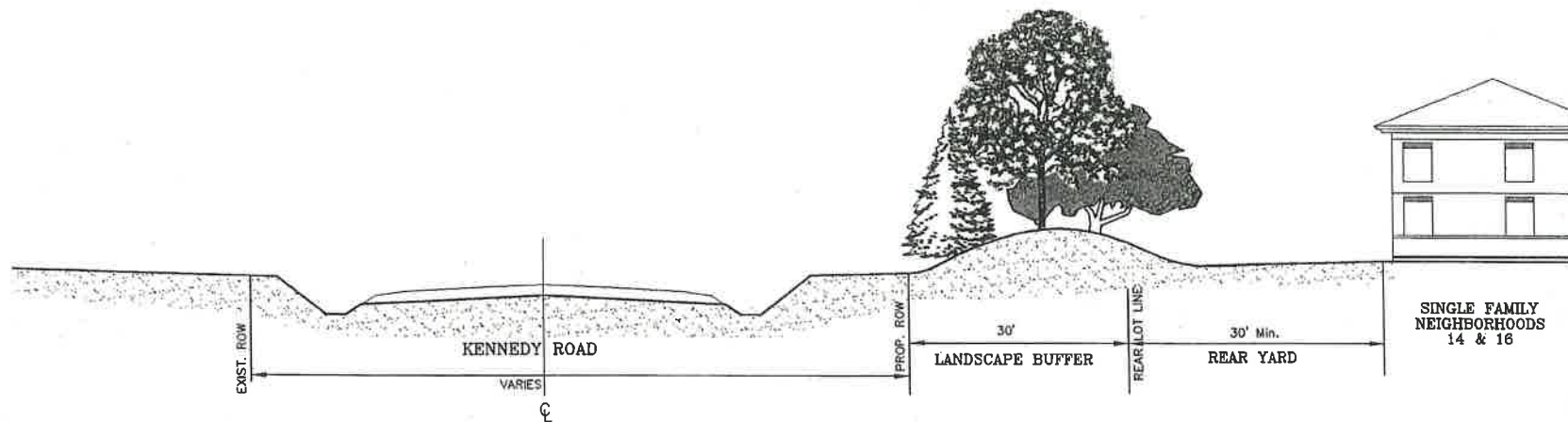
Tim Pollowy, PLA, ASLA
Senior Landscape Architect

Attachments

Pamela Whitfield
Grande Reserve Units 10 & 11
April 2, 2024
page 3

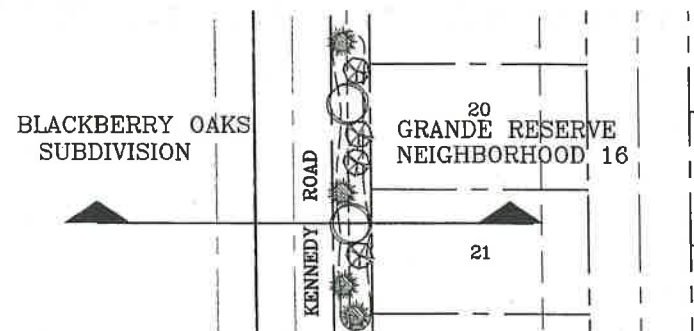
Google Street View imagery of existing conditions along Kennedy Road between Freedom Place and BNSF tracks



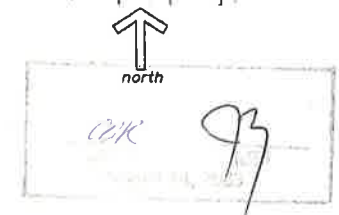


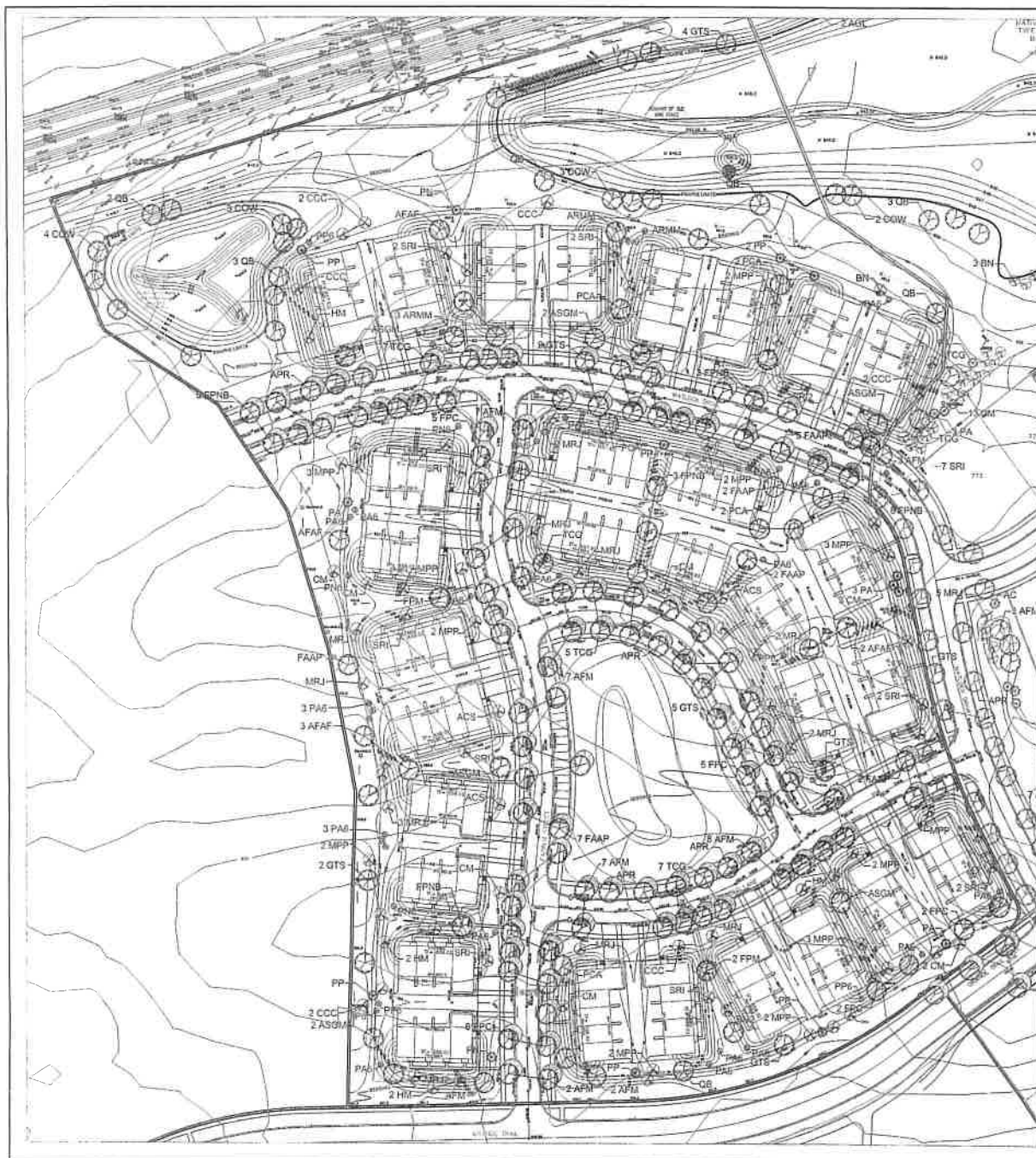
TYPICAL BUFFER SECTION ALONG
KENNEDY ROAD

Note:
Landscape Buffer Easements shall be planted
with 3 shade trees, 4 evergreens and 20
shrubs per 100' of buffer.



Plan View
Scale: 1"=50'





FINAL LANDSCAPE PLANS
FOR

G R **A** N **D** E
R **E** **S** **E** **R** **V** **E**

YORKVILLE, ILLINOIS

PLANS PREPARED BY:

Rolf C. Campbell & Associates, Inc.
101 Waukegan Rd. - Suite 1000
Lake Bluff, Illinois 60044
PHONE: (847) 735-1000 FAX: (847) 735-1010

PLANS PREPARED FOR:

MPI 2 - YORKVILLE CENTRAL, LLC
535 PLAINFIELD ROAD, SUITE E
WILLOWBROOK, ILLINOIS 60527
PHONE: (630) 325-5575

ENGINEERING BASE PROVIDED BY:

Cowhey Gudmundson Leder, Ltd.
300 Park Boulevard
Itasca, Illinois 60143
PHONE: (630) 250-9595



REVIEWS		SHEET
DECEMBER 21, 2004	FIG.	N7-1 Oct 10 Sheet 1 of 2
JANUARY 18, 2005 PER CLIENT COMMENTS	DRG.	
FEBRUARY 14, 2005 PER CITY COMMENTS	FIG.	
ORIGINAL DATE:		JOB #
SEPTEMBER 17, 2004		33025



June 12, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: Grande Reserve Units 10 & 11
Final Engineering Review – 2nd Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (51 Sheets) dated April 24, 2024, prepared by Manhard Consulting.
- Final Landscape Plans (9 Sheets) dated May 3, 2024, prepared by Gary R. Weber Associates.
- Final Plat of Subdivision – Unit 10A (7 Sheets) dated April 29, 2024, prepared by Manhard Consulting.
- Final Plat of Subdivision – Unit 11A (7 Sheets) dated April 22, 2024, prepared by Manhard Consulting.
- Plat of Easement Grant (2 Sheets) dated May 23, 2024, prepared by Manhard Consulting.
- Stormwater Management Report dated April 28, 2024, prepared by Manhard Consulting.
- Stormwater Permit Application

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

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies at the appropriate time.
 - a. IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
 - b. IEPA Water and Sanitary permits shall be submitted for review and distribution to the City for signatures.
 - c. Fox Metro Water Reclamation District approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
2. We acknowledge receipt of the IEPA water and sanitary permits. The permits have been routed to the City for signatures.

3. The following will need to be submitted:
 - a. An engineer's estimate needs to be provided and must include all public improvements within the ROW including utility connections and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount.
4. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.

Final Engineering Plans

Sheet 10 – Overall Utility Plans

5. Trench backfill should be shown to be used under and within 2 feet of all paved areas.
6. Include a detail for the water main insulation on an appropriate sheet.

Sheet 11 – Utility Plan – Northwest

7. The sizes of the proposed water main are not shown on the plans.
8. There is a water/storm crossing west of CB 6-34 that is missing a crossing ID.
9. Show the existing storm structure at MH 72.
10. Hydrant 6-5 should be moved so that it is not at the same location as the two services.
11. The scale bar needs to be corrected.
12. Valve VB 6-2A is in conflict with the sanitary service.
13. Crossing 25 is not located on a utility crossing.
14. The existing water mains south of the BNSF rail line are not shown correctly. An atlas map of the area is included with this letter. The connection should be to the 8" water main and shall be performed by pressure tap.

Sheet 12 – Utility Plan – North

15. The elevation on VB 6-23 is labeled incorrectly.
16. There is a water/storm crossing at Farren & Matlock that is missing a crossing ID.

Sheet 13 – Utility Plan – Northeast

17. Show the existing sanitary structure at SMH 7-1 and the storm structures at MH 8-112 and MH 8-113.
18. There is a storm/water crossing north of CB 7-28 that is missing a crossing ID.
19. There is a storm/water crossing south of MH 7-23 that is missing a crossing ID.
20. Sanitary services are not shown for buildings 33, 32, 31, and 30.

21. Provide detail of the water main connection to the existing main. There should be a valve included in the connection.

Sheet 14 – Utility Plan – Southwest

22. There is a storm/water crossing southwest of CB 6-12 that is missing a crossing ID.
23. The text around MH 6-23 is overlapping and difficult to read.
24. The storm structure east of Crossing 2 is not labeled.
25. Valve VB 6-3 should be moved so that it is not at the same location as the services.

Sheet 15 – Utility Plan – South

26. The text around MH 6-7 is overlapping and difficult to read.
27. There are two utility crossings southeast of CB 6-4 that are missing crossing IDs.
28. Hydrant 6-13 should be moved so that it is not at the same location as the two services.

Sheet 16 – Utility Plan – Southeast

29. There is a water/storm conflict east of INL 7-37 that is missing a crossing ID.
30. There is a water/storm conflict north of MH 7-36 that is missing a crossing ID.
31. There is a water/storm conflict west of MH 7-8 that is missing a crossing ID.

Sheet 20 – Grading Plan – North

32. Confirm that the 649 contours and high-water line on the south end of Basin 6W are shown correctly.

Plats of Subdivision – Unit 10A

33. Label the POB.

Plats of Subdivision – Unit 11A

34. Revise the external boundary label at the west end of McMurtie Way on Sheet 1. It should be 40 feet.
35. Label the POB.

Plat of Easement Grant

36. The plans should clearly indicate which utility structures will be installed with each Unit for easement purposes.
37. All of the easement lines need to be dimensioned.
38. Remove all unnecessary certifications.
39. Detention basin 6W needs to be in an easement and provisions added to the plat.

40. The storm line between basins 6W and 5N needs to be in an easement.

Stormwater Report & Permit Application

41. The stormwater report should be signed and sealed by a professional engineer prior to final approval.

42. The stormwater permit should be signed by the developer/applicant prior to approval.

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

Respectfully Submitted,

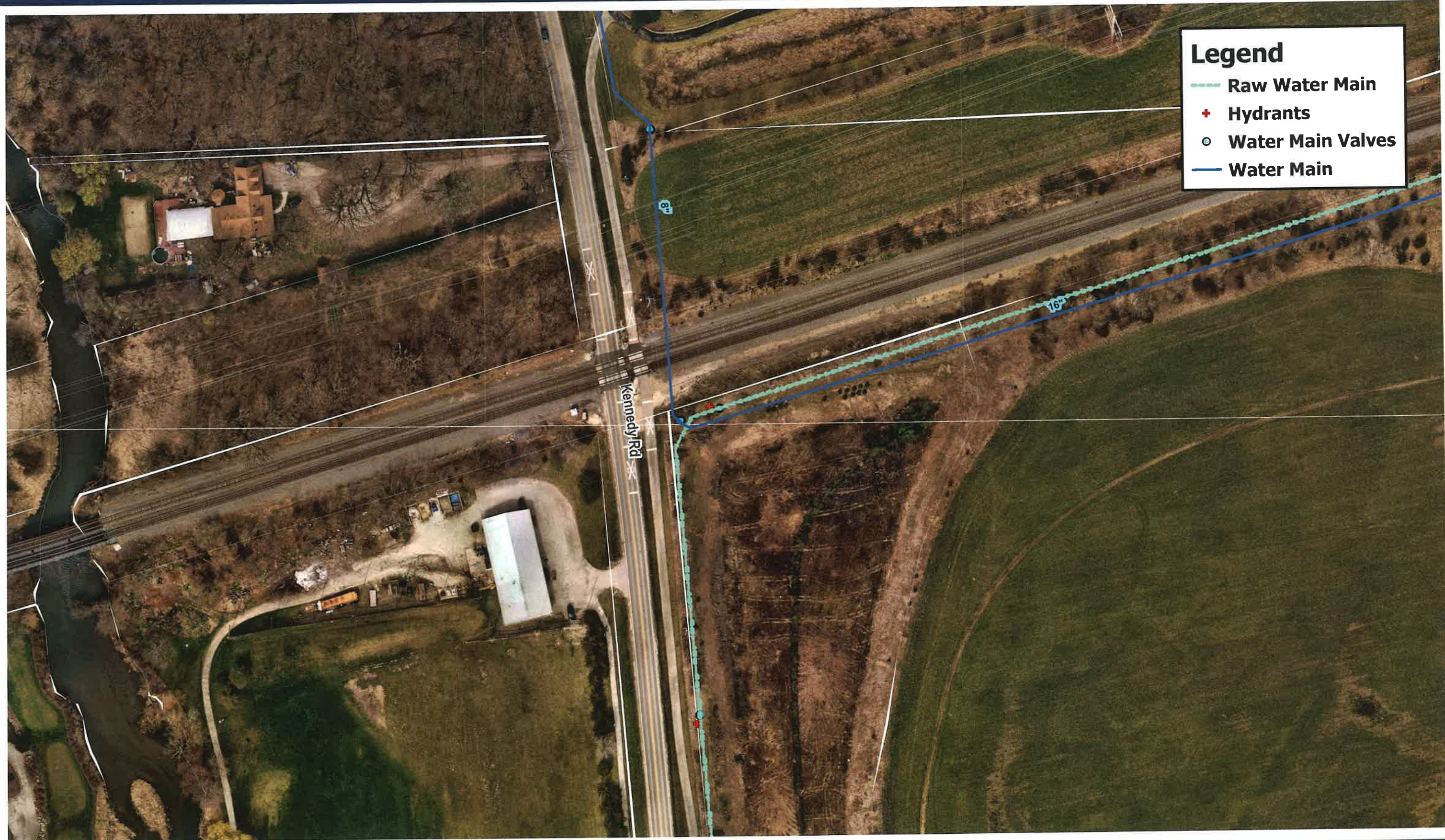
ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, appearing to read 'B. Sanderson', followed by a long horizontal line extending to the right.

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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
Mr. Dave Riendeau, Manhard Consulting (via email)
TNP, PGW2, EEI (Via e-mail)



Legend

- Raw Water Main
- Hydrants
- Water Main Valves
- Water Main

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



United City of Yorkville
651 Prairie Pointe Dr
Yorkville, IL 60560
630-553-4350
www.yorkville.il.us

DATE: JUNE 2024	
PROJECT NO.: Y02422-DR	
BY: KJD	
PATH: H:\GIS\PUBLIC\YORKVILLE\2024\	
FILE: Y02422_2421 Map Atlas Map	
NO.	DATE
REVISIONS	



ATLAS MAP

N

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

May 31, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AH

Re: Landscape Plan Review
Grande Reserve Units 10 & 11

Dear Pamela:

We have completed our second landscape plan review of Grande Reserve Units 10 & 11 located in Yorkville.

Landscape Plan – RECOMMENDED FOR APPROVAL

This landscape plan is recommended for approval pending input from the City on the condition of the required landscape buffer along Kennedy Road; please see below. If there are any changes to the plans, additional comments may be provided.

It is our understanding that the 2003 Annexation and PUD Agreement along with the original 2005 landscape plan referenced below were approved by the City and remain relevant. Comments are as follows.

- 1) *Parkway trees are proposed at a lower density than shown on the previously approved plan.* PREVIOUS COMMENT ADDRESSED. Tree density increased.
- 2) *The Annexation and PUD Agreement call for a Landscape Buffer consisting of 3 shade trees, 4 evergreens, and 20 shrubs per 100' of buffer along Kennedy Road that is not shown on the current land plan submittal. Google Street View imagery shows overgrown trees, brush, and weeds in this area.* PREVIOUS COMMENT NOT ADDRESSED. The comment response memo states that the Kennedy Road buffer is not included in this phase even though it is adjacent to the proposed work and appears on the drawings. As noted above, the buffer appears overgrown and in need of maintenance.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City's Landscape Ordinance.

- Final Landscape Plans for Neighborhood 7, 2 sheets, prepared by Rolf C. Campbell & Associates, most recently dated February 18, 2005

Pamela Whitfield
Grande Reserve Units 10 & 11
May 31, 2024
page 2

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- Final Landscape Plan, 9 sheets, prepared by Gary R. Weber Associates, dated May 3, 2024
- Comment Response Memo, 1 page, prepared by Gary R. Weber Associates, dated May 3, 2024

Let us know if there are any questions or comments.

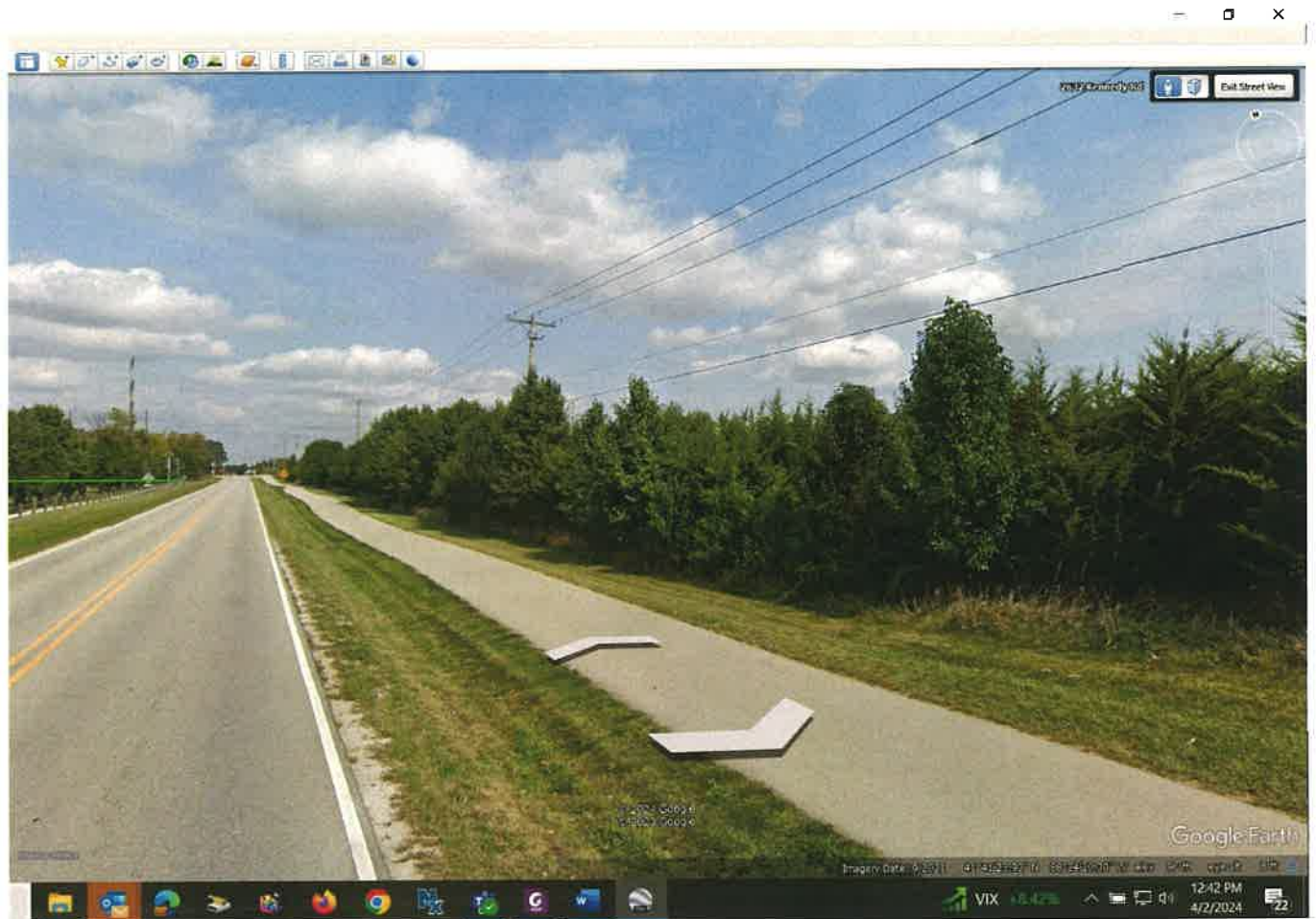
Sincerely,

A handwritten signature in black ink, appearing to read "Tim Pollowy". The signature is fluid and cursive, with the first name "Tim" and last name "Pollowy" clearly distinguishable.

Tim Pollowy, PLA, ASLA
Senior Landscape Architect

Attachments

Google Street View imagery of existing conditions along Kennedy Road between Freedom Place and BNSF tracks





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

APPLICATION FOR FINAL PLAT/REPLAT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input checked="" type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$ 20,000.00
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres		Total: \$ 5,000.00
TOTAL AMOUNT DUE:			paid via 25,500.00 Check No. 1756877

[illegible]



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

APPLICATION FOR FINAL PLAT/REPLAT

ATTORNEY INFORMATION

NAME: Steven C. Bauer

COMPANY: D.R. Horton, Inc. - Midwest

MAILING ADDRESS: 1750 E. Golf Road, Suite 925

CITY, STATE, ZIP: Schaumburg, IL 60173

TELEPHONE: (312) 363-9806

EMAIL: scbauer@drhorton.com

FAX: N/A

ENGINEER INFORMATION

NAME: Dave Riendeau

COMPANY: Manhard Consulting, Ltd.

MAILING ADDRESS: 333 E. Butterfield Road, Suite 600

CITY, STATE, ZIP: Lombard, IL 60148

TELEPHONE: (630) 925-1074

EMAIL: driendeau@manhard.com

FAX: N/A

LAND PLANNER/SURVEYOR INFORMATION

NAME: Marcus Schmitt

COMPANY: Manhard Consulting, Ltd.

MAILING ADDRESS: 333 E. Butterfield Road, Suite 600

CITY, STATE, ZIP: Lombard, IL 60148

TELEPHONE: (630) 925-1108

EMAIL: mschmitt@manhard.com

FAX: N/A

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".
Please see Exhibit A attached hereto and made a part hereof by this reference.

AGREEMENT

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

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

On behalf of D.R. Horton, Inc. - Midwest, a California corporation


PETITIONER SIGNATURE

Steven C. Bauer

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

On behalf of Grande Reserve (Chicago) ASLI VI, L.L.P., a Delaware Limited Liability Limited Partnership

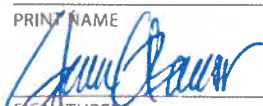

OWNER SIGNATURE

Marvin Shapiro



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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NAME: Grande Reserve Townes Units 10A and 11A	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: Units 10 and 11 in Grande Reserve	
PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION . This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.			
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY			
On behalf of D.R. Horton, Inc. - Midwest, a California corporation			
NAME: Steven C. Bauer	COMPANY: D.R. Horton, Inc. - Midwest, a California corp.		
MAILING ADDRESS: 1750 E. Golf Road, Suite 925			
CITY, STATE, ZIP: Schaumburg, IL 60173	TELEPHONE: (312) 363-9806		
EMAIL: scbauer@drhorton.com	FAX: N/A		
FINANCIALLY RESPONSIBLE PARTY: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received. On behalf of D.R. Horton, Inc. - Midwest, a California corporation Steven C. Bauer			
PRINT NAME  SIGNATURE		TITLE Entitlements Manager April 8, 2024 DATE	
<i>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</i>			
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS			
ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		

**EXHIBIT A TO APPLICATION FOR FINAL PLAT/REPLAT
SUBMITTED BY D.R. HORTON, INC. – MIDWEST REGARDING CERTAIN PROPERTY
LOCATED IN GRANDE RESERVE**

Legal Description of the Subject Property
(Grande Reserve Neighborhoods 6 & 7/Units 10 & 11)

UNITS 10 & 11 (NH 6 & 7) LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 3010 IN GRANDE RESERVE UNIT 7, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004 AS DOCUMENT NUMBER 200400023008 SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHERN RAILROAD COMPANY; THENCE NORTH 73 DEGREES 22 MINUTES 16 SECONDS EAST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, NAD 83), ALONG SAID SOUTH LINE, 1,088.21 FEET, TO THE MOST NORTHERLY NORTHWEST CORNER OF LOT 3016 OF GRANDE RESERVE UNIT 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 200500028116; THENCE ALONG THE WEST LINE OF SAID LOT 3016 FOR THE FOLLOWING 5 COURSES; 1) THENCE SOUTH 18 DEGREES 26 MINUTES 52 SECONDS EAST, 154.36 FEET; 2) THENCE SOUTH 88 DEGREES 05 MINUTES 00 SECONDS EAST, 108.29 FEET; 3) THENCE SOUTH 80 DEGREES 49 MINUTES 39 SECONDS EAST, 215.66 FEET; 4) THENCE SOUTH 69 DEGREES 46 MINUTES 24 SECONDS EAST, 218.03 FEET; 5) THENCE SOUTH 47 DEGREES 59 MINUTES 52 SECONDS EAST, 132.80 FEET, TO A 1 INCH IRON PIPE AT THE NORTHEAST CORNER OF LOT 774 IN SAID UNIT 9; THENCE SOUTH 51 DEGREES 26 MINUTES 02 SECONDS WEST, ALONG NORTH LINE OF SAID LOT, 78.04 FEET, TO 1 INCH PIPE AT THE NORTHEAST CORNER OF LOT 773 IN SAID UNIT 9; THENCE SOUTH 49 DEGREES 54 MINUTES 35 SECONDS WEST, 163.33 FEET, TO THE WEST RIGHT-OF-WAY LINE OF MATLOCK DRIVE HERETOFORE DEDICATED PER DOCUMENT 200500028116 SAID LINE ALSO BEING A NONTANGENT CURVE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING 6 COURSES: 1) THENCE SOUTHEASTERLY, 72.16 FEET, ALONG SAID NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 117.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 29 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 71.02 FEET, TO A POINT OF TANGENCY; 2) THENCE SOUTH 11 DEGREES 49 MINUTES 06 SECONDS EAST, 135.73 FEET, TO A POINT OF CURVATURE; 3) THENCE SOUTHERLY, 203.87 FEET, ALONG A CURVE, CONCAVE EAST, HAVING A RADIUS OF 733.00 FEET, A CHORD BEARING SOUTH 19 DEGREES 47 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 203.21 FEET, TO A POINT OF TANGENCY; 4) THENCE SOUTH 27 DEGREES 45 MINUTES 15 SECONDS EAST, 66.67 FEET, TO A POINT OF CURVATURE; 5) THENCE SOUTHEASTERLY, 22.46 FEET, ALONG A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 483.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 05 MINUTES 10 SECONDS EAST, AND A CHORD DISTANCE OF 22.46 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHERLY, 36.40 FEET, ALONG A CURVE, CONCAVE WEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 11 DEGREES 17 MINUTES 46 SECONDS WEST, AND A CHORD DISTANCE OF 33.27 FEET, TO THE NORTH LINE OF AFORESAID UNIT 7, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF GRANDE TRAIL HERETOFORE DEDICATED PER DOCUMENT 200400023008; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING 6 COURSES; 1) THENCE SOUTH 53 DEGREES 00 MINUTES 37 SECONDS WEST, 158.23 FEET, TO A POINT OF CURVATURE; 2) THENCE WESTERLY, 350.53 FEET, ALONG A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING SOUTH 70 DEGREES 47 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 344.93 FEET, TO A POINT OF TANGENCY; 3) THENCE SOUTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 384.27 FEET, TO A POINT OF CURVATURE; 4) THENCE WESTERLY, 205.41 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 535.00 FEET, A CHORD BEARING SOUTH 77 DEGREES 33 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 204.15 FEET, TO A POINT OF COMPOUND CURVATURE; 5) THENCE SOUTHWESTERLY, 227.96 FEET, ALONG A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 335.00 FEET, A CHORD BEARING SOUTH 47 DEGREES 03

MINUTES 49 SECONDS WEST, AND A CHORD DISTANCE OF 223.59 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHWESTERLY, 30.31 FEET, ALONG A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 62 DEGREES 17 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 28.48 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF FREEDOM PLACE HERETOFORE DEDICATED PER DOCUMENT 200400023008 AND POINT OF TANGENCY; THENCE NORTH 82 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE, 77.23 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, 191.99 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING SOUTH 87 DEGREES 01 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 191.01 FEET, TO THE EAST LINE OF LOT 3010 IN AFORESAID UNIT 7; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING 14 COURSES;

- 1) NORTH 14 DEGREES 30 MINUTES 09 SECONDS WEST, 44.16 FEET, TO A 1 INCH IRON PIPE;
 - 2) THENCE NORTH 80 DEGREES 30 MINUTES 07 SECONDS WEST, 113.50 FEET, TO A 1 INCH IRON PIPE;
 - 3) THENCE NORTH 42 DEGREES 33 MINUTES 21 SECONDS WEST, 79.74 FEET, TO A 1 INCH IRON PIPE;
 - 4) THENCE NORTH 26 DEGREES 48 MINUTES 19 SECONDS WEST, 120.62 FEET, TO A 1 INCH IRON PIPE;
 - 5) THENCE NORTH 18 DEGREES 59 MINUTES 06 SECONDS WEST, 139.03 FEET, TO A 1 INCH IRON PIPE;
 - 6) THENCE NORTH 08 DEGREES 49 MINUTES 16 SECONDS WEST, 177.96 FEET, TO A 1 INCH IRON PIPE;
 - 7) THENCE NORTH 00 DEGREES 51 MINUTES 07 SECONDS EAST, 68.91 FEET, TO A 1 INCH IRON PIPE;
 - 8) THENCE NORTH 11 DEGREES 28 MINUTES 36 SECONDS EAST, 76.97 FEET;
 - 9) THENCE NORTH 09 DEGREES 21 MINUTES 03 SECONDS EAST, 72.18 FEET, TO A 1 INCH IRON PIPE;
 - 10) THENCE NORTH 13 DEGREES 06 MINUTES 39 SECONDS EAST, 124.19 FEET, TO A 1 INCH IRON PIPE;
 - 11) THENCE NORTH 21 DEGREES 29 MINUTES 11 SECONDS EAST, 93.60 FEET;
 - 12) THENCE NORTH 24 DEGREES 30 MINUTES 31 SECONDS EAST, 67.03 FEET, TO A 1 INCH IRON PIPE;
 - 13) THENCE NORTH 02 DEGREES 45 MINUTES 51 SECONDS WEST, 43.82 FEET, TO A 1 INCH IRON PIPE;
 - 14) THENCE NORTH 18 DEGREES 09 MINUTES 34 SECONDS WEST, 55.89 FEET, TO SAID POINT OF BEGINNING,
- ALL IN KENDALL COUNTY, ILLINOIS.

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Steven H. Goodman
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION FOR GRANDE RESERVE TOWNES

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DECLARATION FOR GRANDE RESERVE TOWNES

This Declaration is made by D.R. Horton, Inc.-Midwest, a California corporation ("Declarant").

R E C I T A L S

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Grande Reserve Townes (the "Development"). The Development shall include Dwelling Units and Community Area.

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

In order to provide for the orderly and proper maintenance of the Premises, the Declarant has formed (or will form) the Association under the Illinois Limited Liability Company Act, and the Association shall adopt budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Dwelling Unit shall be a member of the Association and shall be responsible for paying assessments with respect to the Dwelling Unit owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association or to designate the Managers of the Association, as more fully described in Article Nine and in the Operating Agreement, and the right to come upon the Premises in connection with Declarant's efforts to sell Dwelling Units and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE Definitions

For brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Grande Reserve Townes Homeowners Association, LLC, an Illinois limited liability company, its successors and assigns.

1.02 BACKUP SPECIAL SERVICE AREA: A special service area which may be

established by the Municipality to serve as a what is commonly referred to as a “Backup Special Service Area”, as more fully provided in Section 7.10.

1.03 CHARGES: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the Operating Agreement.

1.04 COMMUNITY AREA: Those portions of the Premises which are designated in Part III of Exhibit B, as Exhibit B may be amended from time to time, as Community Area. The Community Area will generally consist of and include greenspace, entry monuments, if any, and related appurtenances, landscaped entry median islands, if any, which may be located within public right of way which serve the Premises and other facilities and improvements which serve the Premises, and all portions of the Premises located outside of the Homes.

1.05 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.06 COMMUNITY EXPENSES: The Community Expenses shall include: (i) the expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping on the Community Area; (ii) the expense of maintenance, repair and replacement of all improvements located on the Community Area, including, but not limited to, any monument signs; (iii) the expense of maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area; (iv) the cost of insurance for the Community Area; (v) any other expenses designated as Community Expenses by this Declaration, such as the maintenance of certain portions of public right-of-way as described in Section 3.02 below, (vi) the expenses of the maintenance, repair and replacement of Home Exteriors, (vii) the premiums for fire and extended coverage insurance for the Homes, as provided for in Article Four, and (viii) the Association’s share of expenses to maintain certain storm water detention facilities as determined pursuant to the Cost Sharing Agreement. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves.

1.07 INTENTIONALLY OMITTED.

1.08 INTENTIONALLY OMITTED.

1.09 COST-SHARING AGREEMENT: That certain Cost-Sharing Agreement between the Association and the Grande Reserve Community Association dated _____ and recorded on _____ as Document No. _____ in the County, which determines the Association’s share of expenses borne by Grande Reserve Community Association in maintaining certain storm water detention facilities which serve the Premises.

1.10 COUNTY: Kendall County, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in a County as of the Recording of this Declaration.

1.11 DECLARANT: D. R. Horton, Inc.-Midwest, a California corporation, its

successors and assigns.

1.12 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.13 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.14 DWELLING UNIT: A Lot which is improved or intended to be improved with an attached single family residential unit may be referred to herein as a "Dwelling Unit".

1.15 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.16 GRAND RESERVE COMMUNITY ASSOCIATION: The Grande Reserve Community Association established pursuant to that certain [Declaration for Grande Reserve Community Association] recorded on _____ as Document No. _____ in the County.

1.17 HOME: That portion of a Dwelling Unit which is improved with an attached single family residential unit.

1.18 HOME EXTERIOR: The roof, slab, foundation, steps, footings, gutters, patios and outer surface of exterior walls and doors of Home, together with any utility lines located therein.

1.19 LOT: A subdivided lot which is designated in Exhibit B as a "Lot".

1.20 MANAGERS: The Declarant, as the sole Manager, or the Managers from time to time as appointed or elected as provided in this Declaration or the Operating Agreement.

1.21 MUNICIPALITY: The City of Yorkville, Illinois or its successors, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.22 OPERATING AGREEMENT: The Operating Agreement of the Association, a copy of which is attached hereto as Exhibit C.

1.23 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.24 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.25 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.26 PRIVATE WATER AND SEWER SERVICE EXTENSIONS: The water service lines which are located on the Premises and which connect each Home with the dedicated water main which serves the Premises and the sewer lines which are located on the Premises and connect each Home with the dedicated sewer main which serves the Premises.

1.27 RECORD: To record in the office of the Recorder of Deeds for the County.

1.28 RESIDENT: An individual who legally resides in a Dwelling Unit.

1.29 TURNOVER DATE: The date on which the rights of the Declarant to manage the affairs of the Association and to designate the Managers of the Association are terminated under Section 9.05.

1.30 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO Scope of Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations (as defined in Section 12.01) Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the

land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended as provided in Section 10.02.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Managers.

2.05 ACCESS EASEMENT: Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from the Owner's Lot to a public way, over and across the private roads, driveways and walkways located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over and across the private roads and driveways located on the Community Area for police, fire, ambulance, waste removal or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees and agents, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements of the Premises, as required or permitted hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility services to the Premises. In addition, each Owner of a Dwelling Unit shall have a perpetual easement for the continued existence and use of water, sewer, electric, gas or other utility lines and/or components of the air conditioning system which were originally installed by the Declarant or a utility company and which serve the Owner's Home, which utility lines or wiring may be located in the Community Area or on any other portion of the Premises, including, without limitation, under or through another Dwelling Unit. Any damage resulting from the exercise of any of the easements declared under this Section 2.08 shall be repaired by the party causing such damage.

2.09 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Managers deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Managers deems to be in the best interests of the Owners. Any proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Managers, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.10 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.11 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.08 and 2.09, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.12 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Dwelling Unit, any improvement which is intended to service and/or be part of the Dwelling Unit shall encroach upon any part of any other Dwelling Unit or upon the Community Area, or any improvement to the Community Area shall encroach upon any part of a Dwelling Unit, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Dwelling Unit or the Community Area:

- (a) the eaves, gutters, downspouts, fascia, flashings, and like appendages which serve the Home on the Dwelling Unit;
 - (b) the chimney which serves the Home on the Dwelling Unit;
 - (c) the air conditioning equipment which serves the Home on the Dwelling Unit;
- or
- (d) balconies, steps, porches, door entries and patios which serve the Home on the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for

which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.13 OWNERSHIP OF COMMUNITY AREA: The Community Area shall be conveyed to the Association free of mortgages no later than the Turnover Date; however any Community Area which is made subject to this Declaration after the Turnover Date shall be conveyed to the Association free of mortgages no later than ninety (90) days after such Community Area is made subject to this Declaration. Notwithstanding the foregoing, portions of the Community Area which may be located on public right of way shall not be conveyed to the Association, but the foregoing shall not negate the Association's obligation to maintain said Community Area.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA : If a tax bill is issued with respect to Community Area (which is not part of a Dwelling Unit) which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill for such year, and for any subsequent years.

ARTICLE THREE Maintenance/Services/Alterations

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be furnished by the Association as a Community Expense:

(1) Grass cutting and added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping (i) on the Community Area; however, the watering of landscaping on the Community Area, may be required to be furnished by the Owners and/or Residents pursuant to rules, regulations and procedures adopted from time to time by the Managers, and (ii) within certain parking areas located within public right-of-way that are specifically described in subsection (4) below;

(2) Maintenance, repair and replacement of (i) any monument signs and other improvements located on the Community Area, and (ii) certain parking areas located within public right-of-way that are specifically described in subsection (4) below;

(3) Maintenance (including snow removal), repair and replacement of any private roads, driveways (inclusive of sealcoating on a schedule deemed appropriate by the Managers), parking lots or parking areas (inclusive of sealcoating on a schedule deemed

appropriate by the Managers) and walkways located on the Community Area; and

(4) Snow removal from (i) any portion of the roadway within the McMurtrie Way right-of-way, inclusive of all parking areas within that right-of way, (ii) that portion of roadway within the Richardson Circle right-of-way located north of the northern boundary of the McMurtrie Way right-of-way, inclusive of all parking areas within that part of the Richardson Circle right-of-way, and (iii) that portion of the roadway within the Richardson Circle right-of-way located north of the northern boundary of the Matlock Drive right-of-way, inclusive of all parking areas within that part of the Richardson Circle right-of-way; and

(5) Maintenance, repair and replacement of cluster mailboxes located within or adjacent to dedicated rights of way in accordance with the design, material and color as originally constructed by Declarant; and

(6) To the extent not maintained by a utility company, maintenance, repair and replacement of the water sewer, electric, gas and other utility lines, including, without limitation, Private Water and Sewer Service Extensions, and components of air conditioning systems, if any, which (a) are located on the Premises, including, without limitation, those located in the Community Area and those which run under or through Homes and (b) serve more than one Home; and

(7) Subject to 3.03(b), all maintenance (including periodic painting), repairs and replacement to the Home Exteriors.

Repairs and replacements to a Home which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.04 shall be made as provided in Section 4.04.

3.03 MAINTENANCE BY OWNER:

(a) Maintenance (other than periodic painting), repairs, and replacements of windows, doors (including storm and garage doors) and screening on a Home shall be the responsibility of the Owner of the Home; however, at the option of the Managers, such work may be furnished by the Association and the cost thereof charged to the Owner of the Home based on actual cost, as determined by the Managers in its reasonable judgment.

(b) To the extent not maintained by a utility company, maintenance, repair and replacement of water, sewer, electric, gas and other utility lines, and components of the air conditioning system which serve only the Owner's Home and are located on any portion of the Premises, including, without limitation, on the Community Area, under the Owner's Home or other Homes, shall be the responsibility of the Owner of the Home served by such utility lines or air conditioning system.

(c) If, in the judgment of the Managers, an Owner fails to maintain those portions of the Owner's Dwelling Unit which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Dwelling Units in the Development or in compliance with rules and regulations adopted by the

Managers from time to time, then the Managers may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Managers, in its sole judgment, then the Managers may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Managers, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Managers, the Owner is being charged disproportionately for costs allocable to the Community Area or Home Exteriors, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Managers is properly allocable to the Community Area and Home Exteriors and the amount thereof shall be Community Expenses hereunder.

Any determinations or allocations made hereunder by the Managers shall be final and binding on all parties.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of an Owner, damage shall be caused to the Premises and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Managers, to the extent not covered by insurance carried by the Association.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: Subject to the provisions of Article Nine, no alterations, additions or improvements shall be made to the Community Area without the prior written consent of the Managers, and, until the Declarant no longer owns or controls title to any portion of the Development Area, the prior written consent of the Declarant, and, if required under applicable Municipality ordinances, the approval of the Municipality. The Association may cause alterations, additions or improvements to be made to the Community Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or

improvement which shall cost more than six (6) months assessments then in effect under the then current budget shall be approved in advance at a meeting of the Owners.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO HOME EXTERIORS :

No additions, alterations or improvements (including, without limitation, changes in the exterior color) shall be made to any Home Exterior by an Owner or Resident without the prior written consent of the Managers and compliance with applicable ordinances of the Municipality, provided that building additions to Home Exteriors by the Owners of Homes are expressly prohibited. Further, in no instance may attached garages be converted to habitable space, nor shall detached garages be permitted. The Managers may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Home Exterior which requires the consent of the Managers upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Managers may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Community Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires Managers consent hereunder is made to a Home Exterior by an Owner without the prior written consent of the Managers, then the Managers may, in its discretion, take any of the following actions:

- (a) Require the Owner to remove the addition, alteration or improvement and restore the Home Exterior to its original condition, all at the Owner's expense;
- (b) If the Owner refuses or fails to properly perform the work required under (a), the Managers may cause such work to be done and may charge the Owner for the cost thereof as determined by the Managers; or
- (c) Ratify the action taken by the Owner, and the Managers may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.08 WASTE REMOVAL: [Each Resident shall be responsible for establishing an account and service with a private waste hauler which will be responsible for providing waste disposal service to the Resident's Dwelling Unit. The cost thereof shall not be a Community Expense hereunder, and shall be billed directly to each Resident by said private waste hauler.]

ARTICLE FOUR
Insurance/Condemnation

4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with,

the Premises. The Managers may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(b) Fidelity bonds indemnifying the Association, the Managers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Managers may deem desirable.

(c) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 HOME INSURANCE/DAMAGE:

(a) The Managers shall have the authority to and shall obtain what is currently commonly referred to as “bare wall” insurance for the Homes against loss or damage by fire and such other hazards as may be required under applicable requirements of Fannie Mae from time to time, as the Managers may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost to restore a Home to its “bare walls” condition. Premiums for such insurance shall be Community Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Managers or the Association, as trustee for each of the Owners of Homes. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance shall not be invalidated by any act or neglect of any Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the Association and the First Mortgagee of each Home, and (iv) shall contain waivers of subrogation with respect to the Association and its Managers, directors, officers, employees and agents (including the managing agent), Owners, occupants of the Home, First Mortgagees, the Declarant and/or shall name all such parties as additional insured parties as their interests may appear.

(b) The Managers may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Managers for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Managers shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Community Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Managers shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Homes, the Managers shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Home so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Homes. Payment by an insurance company to the Managers or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Managers of

the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Managers or the corporate trustee.

(c) Unless expressly advised to the contrary by the Managers, each Owner shall obtain his or her own insurance on the contents of the Owner's Home and the fixtures, furnishings and personal property therein which are not covered by the insurance obtained by the Managers, through what is currently commonly referred to as an "HO-6 policy", which shall include all items inside the primer on the drywall of the Owner's Home, including, without limitation, floor coverings, wall coverings, ceiling coverings, built in cabinets, fixtures, appliances, air conditioning equipment, furnace/hot water heaters and sump and ejector pumps, regardless of from whom or when such items were acquired. Such HO-6 policy shall also include the Owner's personal liability to the extent not covered by the liability insurance for the Owners obtained as part of the Community Expenses as above provided. The Managers shall have no obligation whatsoever to obtain any such HO-6 insurance coverage on behalf of an Owner.

(d) Each Owner of a Home hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the Declarant, the manager and the managing agent if any, and their respective employees and agents, for damage to the Home or to any personal property located in the Owner's Home caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

(e) In the case of damage by fire or other disaster to any Home (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement to the bare wall condition, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement to its bare wall condition.

(f) In the case of damage by fire or other disaster to any Home or building which contains Homes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement to its bare wall condition or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners of Homes shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting at which a quorum of at least 20% of the Homes are represented, the Managers shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment to be levied against all Homes and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Managers under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least two-thirds (2/3rds) of the votes cast by Voting Members representing Homes at such meeting.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) and (2) above or if a quorum is not present at such meeting, then the Managers may, at its discretion, call another meeting or meetings of the Owners of Homes to consider or reconsider, as applicable, the question of whether or not the Damaged Improvement shall be repaired or reconstructed.

(5) If the Voting Members representing Homes do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, then the Managers may, with the consent of the Owners representing 75% of the Homes in the damaged building and First Mortgagees representing 75% of the Homes subject to Mortgages in the damaged building, amend this Declaration to withdraw the Lot which includes the Damaged Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner of a Home shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Managers. From and after the effective date of the amendment referred to above in this paragraph, the Owners of Homes located on the Lot which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Homes if the amendment had not been Recorded; provided, that, the Lot shall continue to be subject to the provisions of Section 3.07 hereof and upon issuance of an occupancy permit for a building constructed on a Lot removed from the terms hereof as provided above, the Lot shall thereupon be subject to the terms hereof and the home to be constructed thereon shall become a Home hereunder.

(g) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Lot as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(h) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Managers. Any reconstruction of the building shall be subject to the provisions of Section 3.07.

4.03 OWNER RESPONSIBILITY: In addition to the coverage described in Section 4.02 above with respect to his Home, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Managers shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

4.04 WAIVER OF SUBROGATION: The Association and each Owner hereby waives

and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Homes, the Community Area, or to any personal property located in or on the Homes, or the Community Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Managers under Sections 4.01(a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents.

4.05 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Managers, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares for each Dwelling Unit, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

ARTICLE FIVE

The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be organized as a limited liability company under Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Premises and the maintenance, repair and replacement of the Community Area and Home Exteriors as more fully provided herein.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership for each Dwelling Unit. There shall be two classes of membership. The Declarant shall be the "Class B Member" with respect to each Dwelling Unit which it owns from time to time. Each Owner other than the Declarant shall be a "Class A Member" with respect to each Dwelling Unit which the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit owned by an Owner other than Declarant. The Declarant shall appoint a Voting Member for the Dwelling Units owned by Declarant. The Voting Member or his or her proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to

the Managers and, if in the case of multiple individual Owners no designation is given, then the Managers at its election may recognize an individual Owner as the Voting Member for such Dwelling Unit.

5.04 MANAGERS: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time, who need not be Owners or Voting Members. After the Turnover Date, the Managers shall consist of that number of individuals provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners (other than the Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members, and (a) each Voting Member who represents a Class A Member shall have one vote for each Dwelling Unit which the Voting Member represents and (b) each Voting Member who represents the Class B Member shall have ten (10) votes for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Operating Agreement) upon an affirmative vote of a majority of the votes cast by the Voting Members present at such meeting.

5.06 MANAGERS LIABILITY: None of the Managers or the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the Managers, and officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Association or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such indemnified party may be involved by virtue of such person being or having been such Managers provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Managers, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Manager.

5.07 ENGAGEMENT OF MANAGING AGENT: Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area and Home Exteriors. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Area and the Home Exteriors and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners of Dwelling Units as tenants in common.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the votes represented by the Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Managers (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

5.11 CONVERSION/MERGER: Prior to the Turnover Date, the Declarant, or after the Turnover Date, the Managers shall have the right, power and authority to convert the Association from an Illinois Limited Liability Company to an Illinois Not for Profit Corporation ("NFP Conversion"), as permitted under applicable laws of the State of Illinois, as amended from time to time ("IL Law"). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and/or the Managers, as applicable, to make, consent to, and execute such documents as may be required under Illinois Law on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant and/or the Managers to make, consent to, and execute the NFP Conversion and take such other actions as the Declarant and/or the Managers deem necessary or appropriate to carry out the intent of the NFP Conversion, including, without limitation, adopting By-Laws for the Association to replace the Operating Agreement.

ARTICLE SIX

Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Community Expenses, and accumulating reserves for any such expenses.

6.02 ASSESSMENTS: Each year on or before December 1, the Managers shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;
- (c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;
- (d) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above, minus the amount determined in (c) above;
- (e) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Unit each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Dwelling Units, divided by 12, so that each Owner shall pay equal Community Assessments for each Dwelling Unit owned;

Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's then current plan for the Development ("Declarant's Development Plan") and (ii) all proposed Dwelling Units have been built, sold and are occupied. The Declarant's Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner's monthly share of the Community Assessment an amount equal to the budgeted Community Expenses as shown on the Stabilized Budget divided by the number of planned Dwelling Units as shown on the Declarant's Development Plan, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Dwelling Unit owned by the Owner, a monthly Community Assessment equal to what the Owner would be paying if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Dwelling Units have been built and are occupied. Declarant shall not be obligated to pay any Community Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments plus working capital contributions to the Association under Section 6.07(b)(i) payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the

final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessment, each Owner of a Dwelling Unit (other than Declarant prior to the Turnover Date) for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality shall pay to the Association, or as the Managers may direct, that portion of the Community Assessment, which is payable by each Owner of a Dwelling Unit under Section 6.02.

6.04 REVISED ASSESSMENT: If the Community Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Managers may increase or decrease the assessments payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Managers may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in equal shares. No special assessment shall be adopted without the affirmative vote Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Managers shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Managers. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain a special reserve account (the "Capital Reserve") to be used solely for making capital expenditures in connection with the repair and replacement of the following "Reserve Items": (i) improvements located on the Community Area, including without limitation any private roads located on the Community Area; (ii) driveways, walkways and other improvements located on the Community Area; (iii) Home Exteriors; and (iv) Private Water and Sewer Service Extensions. The Managers shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Reserve Items and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Reserve Items and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Reserve Items shall be held by the Association as agent and trustee for the Owners of Dwelling Units with respect to which the

Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Managers appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Managers deems to be appropriate based on information available to the Managers. Managers elected by the Owners after the Turnover Date may use different approaches from those used by Managers appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Reserve Items. If the Managers choose not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Managers does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Managers nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Managers shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessment.

6.07 INITIAL CAPITAL CONTRIBUTION:

(a) Upon the closing of the first sale of any Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in the amount of One Thousand Dollars (\$1,000.00).

(b) The payments made pursuant to (a) above shall be paid to the Association to be held and used by the Association for its working capital needs.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven. Any advance assessment payment made hereunder shall be applied as an advance payment of assessments with respect to such period; however, if assessments increase during such period the Owner of the Dwelling Unit shall be required to pay the amount of the increase.

ARTICLE SEVEN

Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Dwelling Unit, as applicable. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of 10 % per annum from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the applicable Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY MANAGERS: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Operating Agreement, or rules or regulations of the Managers, where such violation or breach may be cured or abated by affirmative action, then the Managers, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE MANAGERS: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder, the Managers may levy a fine or the Managers may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Dwelling Unit to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Managers in

connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 10% per annum, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

7.09 INTENTIONALLY OMITTED.

7.10 BACKUP SPECIAL SERVICE AREA: The Municipality may establish one or more Backup Special Service Areas to give the Municipality the power to levy taxes to pay the cost of furnishing any or all maintenance, repairs and replacements required to be furnished by the Association hereunder if the Association fails to do so and the Municipality chooses to furnish such services.

ARTICLE EIGHT Use Restrictions

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Premises, except as permitted by the Managers or as permitted under Article Nine.

8.02 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Premises. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish and refuse shall be deposited in such areas and in such receptacles as shall be designated from time to time by the Managers or the Municipality.

8.03 SATELLITE DISHES/ANTENNAS: Subject to applicable federal, state or local laws, ordinances or regulations, no television antenna, radio receiver or transmitter, satellite dish or other similar device shall be attached to or installed on any portion of any Premises without the approval of the Managers; provided, that a satellite dish of less than twenty-four (24) inches in diameter may be installed in the rear or side yard of a Home or on the roof of a Home as long as it is not visible from the front of the Home. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

8.04 RESIDENTIAL USE ONLY: Each Dwelling Unit shall be used only as a residence; provided that no Owner shall be precluded, with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or

accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom. Notwithstanding the foregoing, to the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Dwelling Unit.

8.05 PARKING: No commercial vehicle, recreational vehicle, snowmobile, motorcycle or other motorized vehicle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any portion of the Premises other than on a driveway or in a garage with the garage door closed. Unless otherwise specifically permitted by the Managers or pursuant to rules and regulations adopted by the Managers, a driveway serving a Dwelling Unit may only be used to park (i) no more than one commercial vehicle which does not exceed a "Class B" license plate definition, per Illinois Vehicle Code, provided that said commercial vehicle may not encroach over the sidewalk, alley way or street curb adjacent to said driveway, (ii) recreational vehicles, snowmobiles, boats, trailers, hitches or other similar personal property for a period not to exceed 48 hours at a time, and (iii) operable automobiles.

8.06 PETS: No animal of any kind shall be raised, bred or kept in the Community Area. The Managers may from time to time adopt rules and regulations governing (a) the keeping of pets in a Home, which may include prohibiting certain species of pets from being kept in a Home, and (b) the use of the Community Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Managers to the Owner of the Home containing such pet and the decision of the Managers shall be final.

8.07 NO NUISANCE: No noxious, offensive or illegal activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.08 RULES AND REGULATIONS: The use, occupancy and enjoyment of the Community Area and Dwelling Units shall at all times be subject to reasonable rules and regulations adopted from time to time by the Managers.

8.09 FENCING: No fence of any type shall be permitted on any Dwelling Units.

8.10 SHEDS: Sheds and other accessory structures are prohibited on Dwelling Units.

8.11 WATERING: The Managers may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Community Area. Without limiting the foregoing, the Managers may require the Owner of a particular Dwelling Unit to be responsible for watering specific portions of the Premises as designated from time to time by the Managers.

8.12 POOLS: No swimming pool of any type shall be permitted on any Dwelling Units or on any Community Area.

ARTICLE NINE
Declarant's Reserved Rights and
Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the Operating Agreement, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the Operating Agreement to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights reserved to the Declarant in this Article shall terminate at such time as the Declarant is no longer vested with or in control of title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any home owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units or to the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

9.05 DECLARANT CONTROL OF ASSOCIATION: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by Declarant from time to time who need not be Owners or Voting Members. Initially the Declarant shall be the sole Manager. Declarant's rights under this Section to manage the affairs of the Association or designate the Managers, shall terminate on the first to occur of (i) such time as Declarant no

longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) ten (10) years from the date of Recording hereof or (iv) at such time as required by applicable law. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". The Declarant may appoint Owners (other than representatives of the Declarant) from time to time to be and act as non-voting counselors to the Managers. From and after the Turnover Date, the Managers shall be constituted and elected as provided in the Operating Agreement. Prior to the Turnover Date all voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable in whole or in part. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 DESIGN AND MAINTENANCE CONTROLS:

(a) The Declarant shall have the right and power from time to time to adopt reasonable rules, regulations, guidelines, and standards governing the design and exterior finish (including color) of all improvements or landscaping from time to time constructed, installed or proposed to be constructed, installed or modified on the Premises. Without limiting the foregoing, no earthmoving, filling, dredging, grading, excavating, installation of landscaping, alteration of landscaping, construction of a building, driveway, walkway, signs or other advertising or promotional devices or any other temporary or permanent improvement to any portion of the Premises or any modification, alteration, renovation, addition or removal of any of the foregoing, including change of exterior color ("Regulated Work") shall be commenced or maintained with respect to any portion of the Premises without the prior written consent of the Declarant to the plans therefor, which consent may be granted or withheld in Declarant's sole and absolute discretion. The Declarant reserves the right and power to promulgate and amend from time to time standards, policies, procedures and guidelines in order to implement the foregoing. If any Regulated Work which requires Declarant approval as provided above is commenced without obtaining the required written consent of the Declarant, then the Declarant may seek any remedy or take any action provided for herein or permitted at law or in equity in order to enforce the provisions hereof, including injunctive relief to stop work and/or restore the portion of the Premises to its condition prior to the commencement of the work. Declarant's decision to approve or disapprove Regulated Work in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for Regulated Work subsequently made, it being understood that circumstances, situations and standards may change and the

Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

(b) The Declarant shall have the right and power from time to time to adopt rules, regulations, guidelines, and standards governing the maintenance and upkeep of portions of the Premises, including without limitation, improvements thereto, signs, advertising and landscaping thereon. Without limiting the foregoing, those portions of the Premises on which construction of improvements has not yet commenced shall at all times be maintained in a neat and clean condition and all weeds shall be periodically cut. If in the sole judgment of the Declarant a portion of the Premises is not being maintained in good condition and repair or the appearance of any such portion of the Premises is not of the character and quality of that of other portions of the Premises or is not in compliance with rules, regulations, guidelines, and standards adopted from time to time by the Declarant, then without limiting any rights or remedies available to the Declarant hereunder, at law or in equity, Declarant shall have the right to enter upon any such portion of the Premises and perform any maintenance or repair work which it deems necessary or appropriate. The cost of any such work shall be charged to the Owner or party responsible for maintenance of such portion of the Premises if different from the Owner, and shall be payable to the Declarant upon demand. In the event that the party charged for such work fails to make prompt payment of any such amount within thirty (30) days after demand, such amount shall become and continue to be a lien upon the portion of the Premises owned by such party until such time as payment is made in full; provided, that any such lien shall be subordinate to the lien of any First Mortgage on a Dwelling Unit Recorded prior to the date on which any such amount becomes a lien against a Dwelling Unit as provided above.

(c) Any one or more of the rights and powers of the Declarant under this Section may be delegated to one or more individuals or entities designated from time to time by the Declarant.

(d) Subject as hereinafter provided, from time to time, the Declarant may enter into an agreement ("Transfer Agreement") with the Association whereby the Declarant assigns and transfers to the Association some or all of its rights and powers under Subsections (a) and (b). Any Transfer Agreement shall be executed by both the Declarant and the Association and shall be Recorded; provided, that the execution of the Transfer Agreement by the Association shall be approved in advance by action of the Voting Members at an annual meeting or special meeting of the Voting Members. A Transfer Agreement may include such terms as are agreed upon between the Declarant and the Association. From and after the recording of a Transfer Agreement, the rights and powers of the Declarant under Subsections (a) and (b) which are transferred to the Association pursuant to the Transfer Agreement shall be administered as provided in the Transfer Agreement. Any rights and powers of the Declarant under Subsections (a) and (b) which are not transferred to the Association pursuant to a Transfer Agreement shall expire and terminate at such time as (i) the Development has been fully developed and improved per Declarant's Development Plan and (ii) the Declarant no longer holds or controls title to any portion of the Development Area.

ARTICLE TEN Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment")

to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, and (vi) to grant easements and provide for cost sharing arrangements with respect to Community Area which will serve other homes located on the Development Area and/or to enter into cost sharing arrangements with one or more homeowners associations which administer other portions of the Development Area. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declaration to record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument executed by Owners of at least seventy-five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) Article Nine, and any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant, and (iii) Section 7.10 and any other provision relating to the rights of the Municipality may be amended only with the written consent of the Municipality. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN

First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or

guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Community Area or the Home on the Dwelling Unit subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Dwelling Unit subject to the First Mortgagee's mortgage;

(g) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Declaration, the Operating Agreement or the rules and regulations of the Association which is not cured within thirty (30) days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Dwelling Units (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or

(vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Dwelling Unit; or

(2) The withdrawal of the Premises from the provisions of this Declaration.

However, in no event shall the consent of Eligible First Mortgagees be required with respect to any action taken by Declarant pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within thirty (30) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of said twenty (20) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent Voting Members representing at least 2/3rds of the votes held by the Voting Members is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or

appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, and Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02, as applicable, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

ARTICLE THIRTEEN

Party Walls

13.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Homes shall constitute and be a "Party Wall", and the Owner of a Home immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

13.02 RIGHTS IN PARTY WALL: Each Owner of a Home, which includes a portion of a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

13.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Home.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Homes to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Home Exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Managers may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Home.

13.04 CHANGE IN PARTY WALL: Any Owner of a Home who proposes to modify, rebuild, repair or make additions to any structure upon his Home in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Home and the Managers, in addition to meeting any other requirements which may apply. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant concerning the structural integrity of the Party Wall or of either the Homes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to an adjacent Home or improvements thereto.

13.05 ARBITRATION: In the event of a disagreement between Owners of Homes adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Managers and the decision of the Managers shall be final and binding.

ARTICLE FOURTEEN

Miscellaneous

14.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the Operating Agreement shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is held by a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit. 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 lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

14.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty

of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Dwelling Unit from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Dwelling Unit and, accordingly, no Owner of a Dwelling Unit shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

14.07 MUNICIPAL ORDINANCES AND REGULATIONS: Notwithstanding anything in this Declaration to the contrary, to the extent ordinances, regulations and requirements of the Municipality (collectively, the "Municipal Requirements") are more restrictive than requirements set forth in this Declaration, the Municipal Requirements shall be deemed to govern and control as if fully set forth herein, and it shall be the responsibility of each Owner of a Dwelling Unit to comply with the applicable Municipal Requirements.

(Signature page to follow)

Dated: _____, 2024

DECLARANT:

D.R HORTON, INC.-MIDWEST

By: _____
Its _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the Division President of D.R. Horton, Inc.-Midwest, a California corporation, personally known to be to be the same person whose name is subscribed to the foregoing instrument as such Division President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 2024.

Notary Public

**EXHIBIT A TO
DECLARATION FOR GRANDE RESERVE TOWNES**

- A) THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:**

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 3010 IN GRANDE RESERVE UNIT 7, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004 AS DOCUMENT NUMBER 200400023008 SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHERN RAILROAD COMPANY; THENCE NORTH 73 DEGREES 22 MINUTES 16 SECONDS EAST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, NAD 83), ALONG SAID SOUTH LINE, 1,088.21 FEET, TO THE MOST NORTHERLY NORTHWEST CORNER OF LOT 3016 OF GRANDE RESERVE UNIT 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 200500028116; THENCE ALONG THE WEST LINE OF SAID LOT 3016 FOR THE FOLLOWING 5 COURSES; 1) THENCE SOUTH 18 DEGREES 26 MINUTES 52 SECONDS EAST, 154.36 FEET; 2) THENCE SOUTH 88 DEGREES 05 MINUTES 00 SECONDS EAST, 108.29 FEET; 3) THENCE SOUTH 80 DEGREES 49 MINUTES 39 SECONDS EAST, 215.66 FEET; 4) THENCE SOUTH 69 DEGREES 46 MINUTES 24 SECONDS EAST, 218.03 FEET; 5) THENCE SOUTH 47 DEGREES 59 MINUTES 52 SECONDS EAST, 132.80 FEET, TO A 1 INCH IRON PIPE AT THE NORTHEAST CORNER OF LOT 774 IN SAID UNIT 9; THENCE SOUTH 51 DEGREES 26 MINUTES 02 SECONDS WEST, ALONG NORTH LINE OF SAID LOT, 78.04 FEET, TO 1 INCH PIPE AT THE NORTHEAST CORNER OF LOT 773 IN SAID UNIT 9; THENCE SOUTH 49 DEGREES 54 MINUTES 35 SECONDS WEST, 163.33 FEET, TO THE WEST RIGHT-OF-WAY LINE OF MATLOCK DRIVE HERETOFORE DEDICATED PER DOCUMENT 200500028116 SAID LINE ALSO BEING A NON-TANGENT CURVE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING 6 COURSES: 1) THENCE SOUTHEASTERLY, 72.16 FEET, ALONG SAID NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 117.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 29 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 71.02 FEET, TO A POINT OF TANGENCY; 2) THENCE SOUTH 11 DEGREES 49 MINUTES 06 SECONDS EAST, 135.73 FEET, TO A POINT OF CURVATURE; 3) THENCE SOUTHERLY, 203.87 FEET, ALONG A CURVE, CONCAVE EAST, HAVING A RADIUS OF 733.00 FEET, A CHORD BEARING SOUTH 19 DEGREES 47 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 203.21 FEET, TO A POINT OF TANGENCY; 4) THENCE SOUTH 27 DEGREES 45 MINUTES 15 SECONDS EAST, 66.67 FEET, TO A POINT OF CURVATURE; 5) THENCE SOUTHEASTERLY, 22.46 FEET, ALONG A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 483.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 05 MINUTES 10 SECONDS EAST, AND A CHORD DISTANCE OF 22.46 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHERLY, 36.40 FEET, ALONG A CURVE, CONCAVE WEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 11 DEGREES 17 MINUTES 46 SECONDS WEST, AND A CHORD DISTANCE OF 33.27 FEET, TO THE NORTH LINE OF AFORESAID UNIT 7, SAID LINE ALSO BEING THE NORTH RIGHT-OF-

WAY LINE OF GRANDE TRAIL HERETOFORE DEDICATED PER DOCUMENT 200400023008; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING 6 COURSES; 1) THENCE SOUTH 53 DEGREES 00 MINUTES 37 SECONDS WEST, 158.23 FEET, TO A POINT OF CURVATURE; 2) THENCE WESTERLY, 350.53 FEET, ALONG A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING SOUTH 70 DEGREES 47 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 344.93 FEET, TO A POINT OF TANGENCY; 3) THENCE SOUTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 384.27 FEET, TO A POINT OF CURVATURE; 4) THENCE WESTERLY, 205.41 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 535.00 FEET, A CHORD BEARING SOUTH 77 DEGREES 33 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 204.15 FEET, TO A POINT OF COMPOUND CURVATURE; 5) THENCE SOUTHWESTERLY, 227.96 FEET, ALONG A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 335.00 FEET, A CHORD BEARING SOUTH 47 DEGREES 03 MINUTES 49 SECONDS WEST, AND A CHORD DISTANCE OF 223.59 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHWESTERLY, 30.31 FEET, ALONG A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 62 DEGREES 17 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 28.48 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF FREEDOM PLACE HERETOFORE DEDICATED PER DOCUMENT 200400023008 AND POINT OF TANGENCY; THENCE NORTH 82 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE, 77.23 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, 191.99 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING SOUTH 87 DEGREES 01 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 191.01 FEET, TO THE EAST LINE OF LOT 3010 IN AFORESAID UNIT 7; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING 14 COURSES;

- 1) NORTH 14 DEGREES 30 MINUTES 09 SECONDS WEST, 44.16 FEET, TO A 1 INCH IRON PIPE;
- 2) THENCE NORTH 80 DEGREES 30 MINUTES 07 SECONDS WEST, 113.50 FEET, TO A 1 INCH IRON PIPE;
- 3) THENCE NORTH 42 DEGREES 33 MINUTES 21 SECONDS WEST, 79.74 FEET, TO A 1 INCH IRON PIPE;
- 4) THENCE NORTH 26 DEGREES 48 MINUTES 19 SECONDS WEST, 120.62 FEET, TO A 1 INCH IRON PIPE;
- 5) THENCE NORTH 18 DEGREES 59 MINUTES 06 SECONDS WEST, 139.03 FEET, TO A 1 INCH IRON PIPE;
- 6) THENCE NORTH 08 DEGREES 49 MINUTES 16 SECONDS WEST, 177.96 FEET, TO A 1 INCH IRON PIPE;
- 7) THENCE NORTH 00 DEGREES 51 MINUTES 07 SECONDS EAST, 68.91 FEET, TO A 1 INCH IRON PIPE;

8) THENCE NORTH 11 DEGREES 28 MINUTES 36 SECONDS EAST, 76.97 FEET;

9) THENCE NORTH 09 DEGREES 21 MINUTES 03 SECONDS EAST, 72.18 FEET,
TO A 1 INCH IRON PIPE;

10) THENCE NORTH 13 DEGREES 06 MINUTES 39 SECONDS EAST, 124.19 FEET,
TO A 1 INCH IRON PIPE;

11) THENCE NORTH 21 DEGREES 29 MINUTES 11 SECONDS EAST, 93.60 FEET;

12) THENCE NORTH 24 DEGREES 30 MINUTES 31 SECONDS EAST, 67.03 FEET,
TO A 1 INCH IRON PIPE;

13) THENCE NORTH 02 DEGREES 45 MINUTES 51 SECONDS WEST, 43.82 FEET,
TO A 1 INCH IRON PIPE;

14) THENCE NORTH 18 DEGREES 09 MINUTES 34 SECONDS WEST, 55.89 FEET,
TO SAID POINT OF BEGINNING,

B) All land located within 2500 feet of the exterior boundaries of the property described in subparagraph A) above.

**EXHIBIT B TO
DECLARATION FOR GRANDE RESERVE TOWNES**

The Premises

- I. Premises:
 To Come Following Plat Recording

- II. Lots:
 To Come Following Plat Recording

- III. Community Area:
 To Come Following Plat Recording

**EXHIBIT C TO
DECLARATION FOR GRANDE RESERVE TOWNES**

Operating Agreement

OPERATING AGREEMENT
OF
THE GRANDE RESERVE TOWNES HOMEOWNERS ASSOCIATION, LLC

This Operating Agreement is entered into as of _____, 2024, in Schaumburg, Illinois, between The Grande Reserve Townes Homeowners Association, LLC, an Illinois limited liability company (the “Association”), and D.R. Horton, Inc. - Midwest, a California corporation, its sole Member (sometimes referred to herein as the “Declarant”).

A. Articles of Organization for the Association were filed with the Secretary of State of Illinois on _____, 2024; and

B. Declarant desires to set forth the terms and conditions governing the management, operation and affairs of the Association.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
NAME OF ASSOCIATION

The full legal name of the Association is The Grande Reserve Townes Homeowners Association, LLC.

ARTICLE II
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of the Association are to act on behalf of its Members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property, for the promotion of the health, safety and welfare and the common use and enjoyment thereof by Members of the Association. This Operating Agreement is subject to the provisions of the Declaration for Grande Reserve Townes (“Declaration”) recorded with the Office of the Recorder of Deeds for Kendall County, Illinois, as amended or supplemented from time to time. All terms used herein (if not otherwise defined herein) shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the Illinois Limited Liability Company Act (the “Act”), the Declaration and this Operating Agreement.

2.03 TAX STATUS. It is intended that the Association shall be treated as an association taxable as a corporation and, to the extent determined from time to time by the Board (as hereafter defined), shall elect to be treated as a “homeowners association” under Section 528 of the Internal Revenue Code, or any successor provision thereto.

ARTICLE III OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association’s principal office shall be maintained on the Development Area or at the office of the managing agent employed by the Association, if any.

ARTICLE IV MEETINGS AND ACTIONS OF MEMBERS

4.01 MEMBERSHIP. The Owner from time to time of each Dwelling Unit shall automatically be a “Member” of the Association. There shall be one membership per Dwelling Unit. There shall be two (2) classes of membership. The Declarant shall be the “Class B Member” with respect to Dwelling Units which it owns from time to time. Each owner other than the Declarant shall be a “Class A Member” with respect to each Dwelling Unit the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit.

4.02 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Dwelling Unit, in writing or by electronic notice to the Association, and such representative shall be deemed a “Voting Member”, as defined in the Declaration; provided, that, prior to the First Meeting (as defined in Section 4.04 below), the voting rights shall be vested exclusively in the Class B Member (the Declarant) and Owners other than Declarant shall have no voting rights. From and after the First Meeting, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Dwelling Unit owned by a Class A Member shall have one vote for each Dwelling Unit which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Dwelling Unit which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 PLACE OF MEETING; QUORUM: Meetings of the Members shall be held at the principal office of the Association or at such other place in Kendall County, Illinois, as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Voting Members representing at least twenty percent (20%) of the total votes shall constitute a quorum; provided, however, that in the event quorum is not met for a particular meeting, the number of Voting Members required for quorum shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting, including any matter which, under the Act, would otherwise require the unanimous consent of the Members.

4.04 ANNUAL MEETINGS: The first meeting of the Members ("First Meeting") shall be held upon not less than twenty-one (21) days' written notice given by the Declarant to the Members. If not called earlier by the Declarant, the First Meeting shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members ("Annual Meeting") on the anniversary of the First Meeting, or at such other reasonable time or date (not more than thirty (30) days before or after such date) upon not less than twenty-one (21) days written notice given by the Board to the Members.

4.05 SPECIAL MEETINGS: A special meeting of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. A special meeting shall be called by written notice to the Members by Declarant (prior to the First Meeting), a majority of the Board (after the First Meeting), or by twenty percent (20%) of the Voting Members (after the First Meeting), and delivered not less than twenty-one (21) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally, by U.S. Mail or by E-mail to the Members, addressed to such Member at the address given by such Member to the Board for the purpose of service of such notice or to the Lot of the Member, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

4.07 NO DUTY OWED BY MEMBERS: Except as otherwise provided herein or in the Declaration, a Member who is not also a Manager (as hereafter defined) owes no duty to the Association or to the other Members solely by reason of being a Member.

4.08 NO SERVICES DUE FROM MEMBERS: No Member shall be required to perform any services for the Association solely by reason of being a Member. No Member shall be entitled to any compensation for any services performed by such Member for the Association unless otherwise determined by the Board.

4.09 INDEMNIFICATION: The Association shall indemnify each Member for all authorized acts performed by such Member in respect of the Association, to the full extent permitted by the Act, but in no event for a Member's material breach of this Operating Agreement, criminal conduct, gross negligence or any fraudulent act committed by the Member.

ARTICLE V BOARD OF MANAGERS

5.01 IN GENERAL: After the First Meeting, the affairs of the Association shall be vested in the board of managers (the "Board"), which shall consist of five (5) persons (each a "Manager" and, collectively, the "Managers"), or such other number of persons as shall be fixed from time to time by the affirmative vote of not less than fifty percent (50%) of the Voting Members.

5.02 DECLARANT AS MANAGER: Anything herein to the contrary notwithstanding, the Declarant shall be the sole Manager and sole member of the Board until the First Meeting.

5.03 DELIVERY OF DOCUMENTS: Within sixty (60) days of the First Meeting, the Declarant shall deliver to the Board:

- (a) Original copies of the Declaration, this Operating Agreement and the Association's Articles of Organization and any other documents filed with the Secretary of State of the State of Illinois.
- (b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant.
- (c) All Association funds and bank accounts.
- (d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the property to the Association.

5.04 ELECTION: At the First Meeting, the Voting Members shall elect a full Board to replace the Declarant as the sole Manager. The three (3) candidates receiving the greatest number of votes shall each serve a two-year term and the two (2) candidates receiving the next greatest number of votes shall each serve a one- year term. Thereafter, each Manager shall serve a two-year term. Each Manager shall hold office until his term expires or until his successor has been elected and qualified. Managers may succeed themselves in office. In all elections for Managers, each Class A Member shall be entitled to the number of votes equal to the number of Managers to be elected, and the Class B Member shall be entitled to the number of votes equal to the number of Managers to be elected times ten (10). Cumulative voting shall not be permitted; provided that the Class B Member shall be entitled to cast up to 10 votes for each candidate that the Class B Member votes for.

5.05 BOARD MEETINGS: After the First Meeting, regular meetings of the Board shall be held at such time and place as shall be determined at the Annual Meeting or, from time

to time, by a majority of the Board, provided that (i) the Board shall hold its first meeting within thirty (30) days of the First Meeting, and (ii) not less than four (4) Board meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Manager, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting and such notice shall be posted conspicuously on the Premises so as to inform the Members of such meetings.

5.06 SPECIAL MEETINGS: After the First Meeting, a special meeting of the Board may be called by the President or at least one-third (1/3) of the Managers then serving.

5.07 WAIVER OF NOTICE: Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.08 QUORUM: A majority of the Managers serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Managers are present at said meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present ("Board Action").

5.09 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, this Operating Agreement, and the Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a managing agent upon such terms and with such authority as the Board may approve;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area and Home Exteriors for which the Association is responsible under the Declaration and this Operating Agreement;
- (d) To procure insurance as provided for under the Declaration;
- (e) To estimate and provide each Member with an annual budget showing the Community Expenses;
- (f) To set, give notice of, and collect from the Members, Community Assessments and other assessments, as provided in the Declaration;
- (g) To pay the Community Expenses;

(h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;

(i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Community Area, and for the health, comfort, safety and general welfare of the Members and Residents. Written notice of any such rules and regulations or amendments thereto shall be given to all Residents affected thereby;

(j) To delegate the exercise of its power to committees appointed pursuant to Article IX of this Operating Agreement;

(k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof; and

(l) To convey all or substantially all of the Association's assets to, or to merge with, another entity, including a not-for-profit corporation, to the extent permitted by law.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Managers shall receive no compensation, except as expressly provided in a resolution duly adopted by not less than 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Manager shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Manager.

5.11 REMOVAL OR RESIGNATION OF A MANAGER: Prior to the First Meeting, the Declarant may not be removed as Manager without the Declarant's written consent. After the First Meeting, any Manager may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Managers then serving at any Annual Meeting or at a special meeting called for such purpose. Any Manager may resign at any time by submitting his written resignation to the Board. If after the First Meeting, a Manager ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Manager who resigns may be appointed by a majority of the remaining Managers at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

5.12 NO EXCLUSIVE DUTY: Except as otherwise provided in this Operating Agreement, the Managers shall not be required to manage the Association as their sole and exclusive function and the Managers may have other business interests and engage in other activities in addition to those relating to the Association. Neither the Association nor any Member shall have any right to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom.

5.13 LIMITATION OF LIABILITY: The Managers shall perform the duties of the Manager in good faith, in a manner which the Managers believe to be in the best interests of the

Association, and with such care as an ordinarily prudent individual in a like position would use under similar circumstances. See Section 5.06 of the Declaration for provisions concerning limitations on the liability of Managers and other indemnification provisions.

5.14 INDEMNIFICATION: The Association shall indemnify each Manager for all acts performed by the Manager in respect of the Association, to the full extent permitted by the Act, but in no event for fraud, deceit, theft, misappropriation, embezzlement, willful misconduct or gross negligence relating to the Association.

ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate and shall hold office at the discretion of the Board. After the First Meeting, officers shall be Managers and shall be elected annually at the first Board meeting following the Annual Meeting.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Managers in office, either with or without cause. Any officer may resign at any time by submitting his or her written resignation to the Board. If after the First Meeting, an officer ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of an officer who resigns or is removed may be appointed by the Board at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and at all meetings of the Board and shall execute amendments to the Declaration and this Operating Agreement as provided in the Declaration and this Operating Agreement.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have charge of such other books, papers and documents as the Board may prescribe;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services, except as expressly provided by a resolution duly adopted by not less than 75% of the Voting Members.

ARTICLE VII
INTENTIONALLY OMITTED

ARTICLE VIII
INTENTIONALLY OMITTED

ARTICLE IX
COMMITTEES DESIGNATED BY BOARD

9.01 BOARD COMMITTEES: The Board may, by Board Action, designate one or more committees. Each committee designated by the Board after the First Meeting shall consist of two or more Managers, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed by law upon the Board or any individual Manager.

9.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by Board Action. Except as otherwise provided in such resolution, members of each such special committee shall be Members or Voting Members and the President shall appoint the members of such special committee, as well as a Manager to act as the liaison between the special committee and the Board. Any member of such special committee may be removed by the President whenever in his or her judgment the best interests of the Association shall be served by such removal. The powers and the duties of any standing committee shall be as set from time to time by resolution of the Board. The President shall designate a Manager (who shall act as the liaison between the standing committee and the Board) to serve as the chairman of each standing committee, and the other members of the standing committee (who need not be Managers) shall be appointed and removed from time to time by such chairman.

9.03 TERM: Each member of a committee shall continue as such until the next Annual Meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

9.04 CHAIRPERSON: Except as otherwise provided in Section 9.02, one member of each committee shall be appointed chairperson.

9.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

9.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

9.07 RULES: Each committee may adopt rules for its own governance not inconsistent with the Declaration, this Operating Agreement or with rules adopted by the Board.

ARTICLE X CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.01 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by this Operating Agreement, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

10.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

10.03 BANK ACCOUNTS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

10.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE XI FISCAL MANAGEMENT

11.01 FISCAL YEAR: The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

11.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year, the Board shall furnish each Member with a statement of the income and disbursements of the Association for such fiscal year.

11.03 SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from a Member, the Board shall provide the Member with a statement containing the following information:

- (a) The status of the Member's account and the amount of any unpaid assessments or other charges due and owing from the Member; and
- (b) The status and amount of any and all Capital Reserves.

11.04 ASSESSMENT PROCEDURE: Community Assessments and special assessments shall be made and collected as provided in the Declaration.

ARTICLE XII TRANSFER OF MEMBERSHIP

12.01 MEMBERSHIP: The Owner of each Dwelling Unit shall automatically be a Member of the Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Association shall be given written notice of a proposed change of ownership of a Dwelling Unit within ten (10) days prior to such change. Any attempt to transfer membership in the Association separate from ownership of a Dwelling Unit shall be invalid, null and void, and of no force and effect.

12.02 NO VOLUNTARY DISSOCIATION: Except as otherwise provided by Section 12.01 above, a Member shall not be permitted to voluntarily dissociate from the Association.

ARTICLE XIII BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record including the following: (i) the names and last known address of the Members, setting forth the date on which each became a Member; (ii) a copy of the Articles of Organization of the Association, as amended or restated, together with executed copies of any powers of attorney pursuant to which any articles, applications, or certificates have been executed; (iii) copies of the Association's financial statements and federal, state, and local income tax returns and reports for the three (3) most recent years, where applicable; and (4) copies of the Operating Agreement and any amendments thereto. All books and records of the Association may be inspected and copied by any Member, or his or her mortgagee, agent or attorney, at any reasonable time. The Member shall reimburse the Association for all costs and expenses incurred by the Association in connection with that Member's inspection and copying of such records.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01 GOVERNING LAW. This Operating Agreement shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to its rules governing conflict of laws.

14.02 VALIDITY. The provisions of this Operating Agreement are intended to be interpreted and construed in a manner which renders them valid and enforceable. In the event that any provision of this Operating Agreement is found to be invalid or unenforceable, such provision shall be deemed excised from this Operating Agreement without affecting the validity or enforceability of any of the remaining provisions hereof.

14.03 JURISDICTION AND VENUE. All disputes arising under or in connection with this Operating Agreement shall be resolved and disposed of by the federal and state courts located in the County where the Declaration is recorded, and the Association, Managers, and Members irrevocably consent to the exclusive personal jurisdiction of such courts and venue therein.

ARTICLE XV AMENDMENTS

This Operating Agreement may be amended or modified at any time, or from time to time, by the affirmative vote of two-thirds of the Managers then serving provided, that (a) no provision of this Operating Agreement may be amended or modified so as to conflict with the provisions of the Declaration or the Act, and (b) no provision of this Operating Agreement which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the first date set forth above.

ASSOCIATION:

The Grande Reserve Townes Homeowners
Association,
LLC, an Illinois limited liability company

By: D.R. Horton, Inc. – Midwest, a California
corporation

By: _____
Its: _____

MEMBER/DECLARANT:

By: D.R. Horton, Inc. – Midwest, a California
corporation

By: _____
Its: _____



Memorandum

To: Planning and Zoning Commission
 From: Krysti J. Barksdale-Noble, Community Development Director
 CC: Bart Olson, City Administrator
 Sara Mendez, Planner I
 Date: June 21, 2024
 Subject: **PZC 2024-14 Grande Reserve – Units 10A & 11A (Final Plat)**
 Proposed Approval of 158 lots in 2 New Units of Grande Reserve

REQUEST SUMMARY:

The petitioner, D.R. Horton, Inc. - Midwest, is seeking Final Plat approval for an approximately 22-acre site consisting of 158 new residential lots located east of Kennedy Road and south of the BNSF railroad in Yorkville. These lots will mark the initial stage of development for what was originally intended as a 42-acre, 298-unit townhome project in Units 10 and 11 of Grande Reserve (refer to map on the right).

At full build-out the proposed units will have 312 townhome units, which represents an increase of 14 units, or approximately 4.75%, then originally planned and approved in the 2003 annexation agreement. Additionally, the petitioner is seeking approval of architectural design standards for the townhome building facades within the proposed final platted areas, as mandated by both the original annexation agreement and a subsequent 2021 economic incentive agreement.

ZONING AND LAND USE:

Both units are zoned R-2 Single Family Traditional Residence District Planned Unit Development (PUD) The following are the current immediate surrounding zoning and land uses:



Grande Reserve - Units 10 & 11

United City of Yorkville, Illinois
 Yorkville GIS 4-26-24

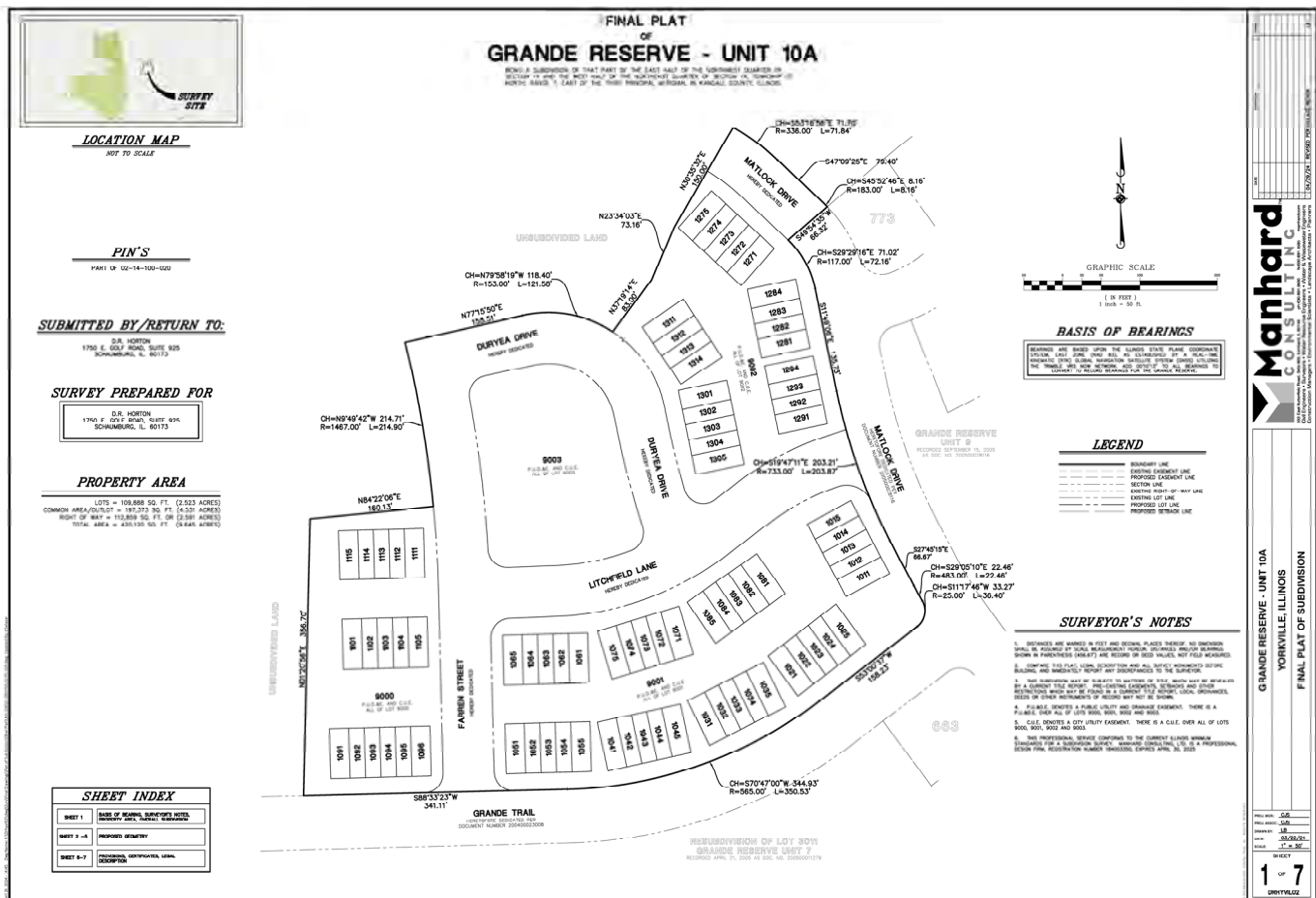


	Zoning	Land Use
North	Burlington Northern Santa Fe (BNSF) Railroad R-2 Planned Unit Development (Grande Reserve)	Transportation Residential
South	Grande Trail/Freedom Place R-2 Planned Unit Development (Grande Reserve) PI Public Institutional District (Grande Reserve Elementary)	Transportation Residential School
East	R-2 Planned Unit Development (Grande Reserve)	Residential
West	Kennedy Road A-1 SU Agriculture (Unincorporated Kendall County)	Transportation Blackberry Oaks Golf Course

PROPOSED FINAL PLAT OF RESUBDIVISION:

Preliminary plans for both Units 10 and 11 were approved by the City Council in February 2005 but were never recorded and have since expired. The proposed Final Plat of Subdivision generally conforms to those originally approved plans. As proposed, the final plats will be constructed in two (2) phases. Phase I consists of Unit 10A (Neighborhood 7) and 11A (Neighborhood 6). Unit 10A has 78 units illustrated with a grouping of 4-5 townhomes fronting public roadways, Matlock Drive and Grande Trail Road, as well as future dedicated public roadways, Farren Street, Duryea Drive and Litchfield Lane. Unit 11A proposes to have a total of 80 townhomes in groupings of 4-6 units fronting future dedicated public roadways, Richardson Circle and McMurtrie Way (*street name to be revised due to a conflict with an existing street in another development*). The area breakdown of the proposed final platted areas are as follows:

UNIT 10A - AREA SUMMARY		
Land Type	Acres	Square Feet
Lots	2.523	109,888
Common Area/Outlot	4.531	197,373
Dedicated Right of Way (Public Streets)	2.591	112,859
TOTAL	9.645 Acres	420,120 SF



PROPOSED PHASING OF DEVELOPMENT:

As previously stated, the petitioner proposes to develop Units 10 and 11 of Grande Reserve in two (2) phases with roughly 78 lots per unit per phase. As illustrated below, all utilities required to operate Phase 1 will be installed with water mains looped and connected to exiting adjacent mains. Staff supports the phasing of the development, and all bonding or securities will be required by unit and not by phase, as required by the City's Subdivision Control Ordinance.



ANNEXATION AGREEMENT

The original annexation agreement and the subsequent economic incentive agreement had provisions which apply to specific units within Grande Reserve and conditions for final plat approval. Below are applicable provisions to Unit 10 (Neighborhood 7) and Unit 11 (Neighborhood 6).

Dwelling Unit Count

According to the Annexation Agreement (Ord. 2003-44), flexibility is recognized in the layout and design of Neighborhoods 4-8. A total of 986 dwelling units are approved for these neighborhoods through the Concept PUD plans. The exact location and mix of housing units will be decided during preliminary/final platting. Any development phase with a total number of dwelling units within the approved limit for the neighborhoods is considered to be in substantial conformance with the Concept Plan.

However, the Economic Incentive Agreement between the City and Grande Reserve (Chicago) ASLI VI, LLLP, approved in 2021 contemplated a minor change to the Planned Unit Development (PUD) for Unit 9. This change would allow for a switch in unit type from 224 duplexes to 111 single-family homes. As a result, the overall number of dwelling units in this section of Grande Reserve would decrease from 986 to 887 units. This includes the proposed addition of 14 units in Neighborhoods 6 (Unit 11) and 7 (Unit 6) by the petitioner. This change remains well below the maximum number of units permitted under the original

annexation agreement. Here's a comparison between the approved Concept Plan PUD dwelling unit count (Group Exhibit "C") and the proposed final plat dwelling unit count for each neighborhood:

NEIGHBORHOOD (UNIT)	UNIT TYPE	APPROVED DWELLING UNITS CONCEPT PUD PLAN	PROPOSED/APPROVED DWELLING UNITS FINAL PLAT
Neighborhood 4 (Unit 28)	Apts.	300	300
Neighborhood 5 (Units 12, 15 and 22)	TH	164	164
Neighborhood 6 (Unit 11)	TH	156	158
Neighborhood 7 (Unit 10)	TH	142	154
Neighborhood 8 (Unit 9)	DU*	224	111
TOTAL		986	887

Cul-de-Sacs

Per Ordinance the original annexation agreement, the homeowners' association (HOA) for these units are required to pay for and perform all snowplowing of cul-de-sacs, even though all roads within the units will be public roads. The HOA does not have the snowplowing obligation for other public roadways within the units. Phase 1 of Unit 11A (Neighborhood 6) appears to have one (1) cul-de-sac around McMurtrie Way and Phase 2 of Unit 11 has two (2) cul-de-sacs. Phase 1 of Unit 10A does not indicate any cul-de-sacs.

Homeowners Association (HOA) Declarations

Per the original annexation agreement, the City shall have the right to review draft homeowners' association (HOA) declaration. The attached draft declarations will regulate such aspects of the townhome developments within these units as the maintenance of common space, dwelling unit appearance, and assessments. While these declarations are not to be voted on as part of the Final Plat approval, they have been provided for inspection and comment. Staff has requested the developer add language in Article Three paragraph 3.02(a)(3) (page 8) to state the HOA shall provide maintenance to include snow removal on cul-de-sacs even though they will be publicly dedicated streets. Additionally, staff has recommended Article Seven paragraph 7.09 (page 21) be removed, as the City will move forward with establishing a dormant SSA upon approval of the final plat.

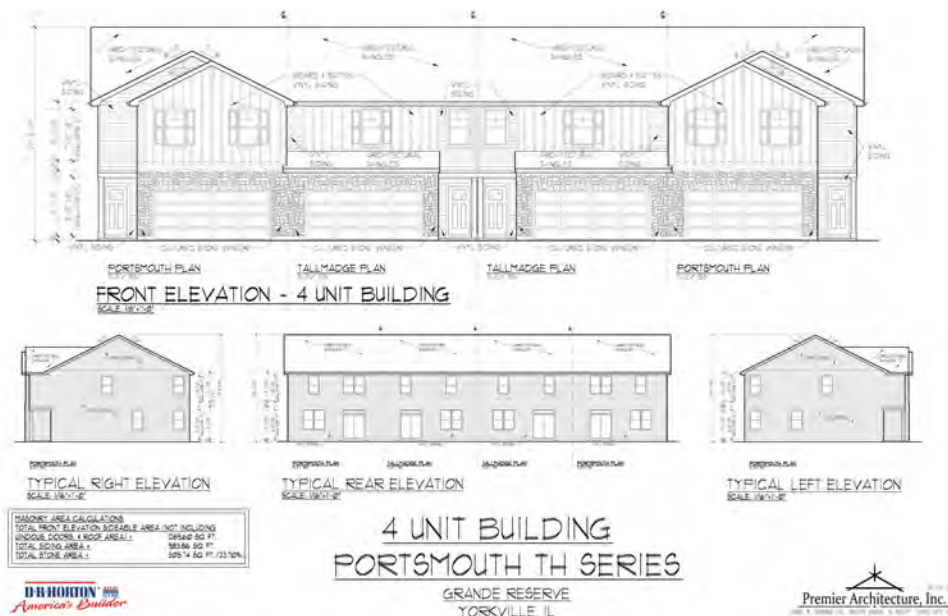
APPEARANCE STANDARDS

In the original Annexation Agreement (Ord. 2003-44), Architectural Design Standards for townhome development were established, along with conceptual building elevations provided in Exhibit "D2". Owners and developers must provide standards regulating façade materials, accessory structures, and other building restrictions for each neighborhood in Grande Reserve. The standards must meet or exceed the City's current appearance standards and also cover aspects such as color schemes, deck and patio specifications, fence specifications, restrictions on accessory buildings, housing styles, minimum square footage, building materials, and roof specifications. Areas not yet platted must submit architectural standards at the time of final plat submission.

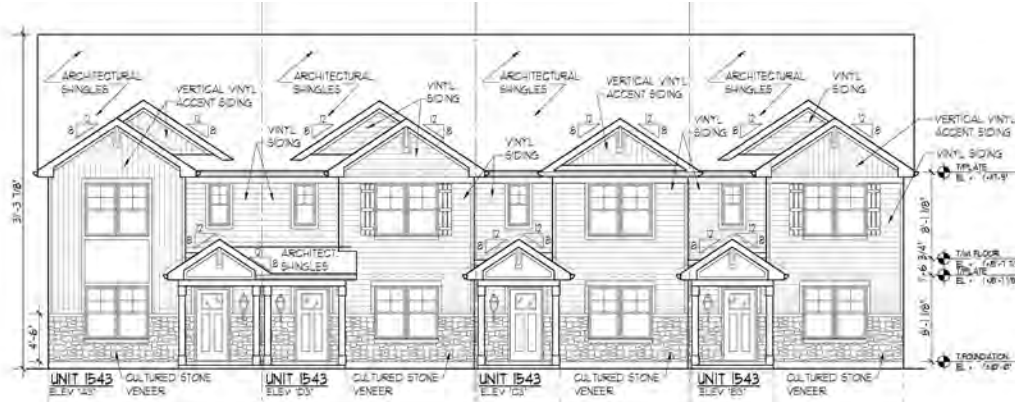
D.R. Horton has submitted plan elevations for two (2) townhome models in Units 10A and 11A. These models, named Seaboard/Richmond and Portsmouth, feature architectural shingles, decorative dormers, board and batten siding, covered porches, window shutters, boxed out/projections, and transom windows on the front doors. The Seaboard/Richmond townhome units are rear-loaded, two-story buildings with four to six units per building, each with a minimum of 1,500 square feet per unit. They are proposed for construction in Neighborhood 6/Unit 10. The Portsmouth townhome units are front-loaded, two-story buildings with four to six units per building, each with a minimum of 1,600 square feet per unit. They are proposed for construction in Neighborhood 7/Unit 11. Both models include masonry wainscoting on the front façade made of cultured stone veneer.

According to Chapter 10-5-8 of the Unified Development Ordinance (UDO), the City's Appearance Standards mandate that at least 75% of the total buildings incorporate masonry products on their front facades. Additionally, these facades must include a minimum of 50% premium siding material. Of this premium siding requirement, at least 25% must be masonry products. Credit towards fulfilling the premium siding requirement can be earned by using major architectural features, with each feature providing a 10% credit. Premium siding materials encompass masonry products, cultured stone, natural wood siding, and synthetic stucco. The provided data table below compares and calculates the elevations to ensure compliance with these UDO Appearance Standards.

Portsmouth Townhome Series (Unit 11A)			
Appearance Code Requirements		Proposed Elevation	
Masonry product	75% of total buildings	At least 60 of 80 buildings	75% of total buildings
Premium Siding	50% on front façade – excluding openings	1,289.60 sq. ft. façade area (644.8 sq. ft. required)	305.74 sq. ft. premium siding (23.70%)
Masonry Siding	25% of premium siding	161.2 sq. ft. of 644.8 sq. ft. required for masonry siding	305.74 sq. ft. masonry siding (~190%)
Credit for major architectural feature	10% each	30% credit (dormers = yellow; covered porches = red; boxed-out projections = green)	Meets 20% of premium siding requirement



Seaboard/Richmond Townhome Series (Unit 10A)			
Appearance Code Requirements		Proposed Elevation	
Masonry product	75% of total buildings	At least 59 of 78 buildings	75% of total buildings
Premium Siding	50% on front façade – excluding openings	1,130.13 sq. ft. façade area (565 sq. ft. required)	241.75 sq. ft. premium siding (21.40%)
Masonry Siding	25% of premium siding	141.25 sq. ft. of 565 sq. ft. required for masonry siding	241.75 sq. ft. masonry siding (~170%)
Credit for major architectural feature	10% each	30% credit (dormers = yellow; covered porches = red; boxed-out projections = green)	Meets 20% of premium siding requirement



FRONT ELEVATION - 4-UNIT BUILDING

MASONRY AREA CALCULATIONS:	
TOTAL FRONT ELEVATION SIDEABLE AREA (NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) ±	1060.13 SQ. FT.
TOTAL SIDING AREA ±	866.38 SQ. FT.
TOTAL STONE AREA ±	241.75 SQ. FT. (21.40%)

ELEVATIONS

20' 2-STORY SEABOARD SERIES

GRANDE RESERVE

YORKVILLE, IL



Staff Comments:

The proposed Final Plat of Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated April 16, 2024 and June 12, 2024 have been provided to the applicant (see attached). These comments will be addressed in a revised Final Plat which will be submitted to the City prior to final plat recordation.

Based upon the review of the proposed Final Plat of Subdivision of Grande Reserve Units 10A and 11A, staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations.

Proposed Motion:

In consideration of the proposed Final Plat of Subdivision of Grande Reserve Units 10A and 11A, the Planning and Zoning Commission recommends approval of the plats to the City Council as presented by the Petitioner in plans prepared by Manhard Consulting, Ltd. dated last revised 04-29-2024, subject to review comments provided by the City Engineer, EEI, Inc. dated April 16, 2024 and June 12, 2024, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments:

1. Copy of Petitioner's Application
2. Final Plat of Subdivision of Grande Reserve Units 10A and 11A prepared by Manhard Consulting Ltd., dated 04-29-2024.
3. Elevations
4. Proposed Infrastructure Phasing Plan prepared by Manhard Consulting Ltd., dated 04/03/2024.
5. Draft Declaration for Grande Reserve Townes
6. EEI Letter to City dated June 12, 2024.
7. EEI Letter to the City dated April 16, 2024.



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

APPLICATION FOR FINAL PLAT/REPLAT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input checked="" type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$ 20,000.00
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres		Total: \$ 5,0000.00
TOTAL AMOUNT DUE:			paid via 25,500.00 Check No. 1756877

[illegible]



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

APPLICATION FOR FINAL PLAT/REPLAT

ATTORNEY INFORMATION

NAME: Steven C. Bauer COMPANY: D.R. Horton, Inc. - Midwest
MAILING ADDRESS: 1750 E. Golf Road, Suite 925
CITY, STATE, ZIP: Schaumburg, IL 60173 TELEPHONE: (312) 363-9806
EMAIL: scbauer@drhorton.com FAX: N/A

ENGINEER INFORMATION

NAME: Dave Riendeau COMPANY: Manhard Consulting, Ltd.
MAILING ADDRESS: 333 E. Butterfield Road, Suite 600
CITY, STATE, ZIP: Lombard, IL 60148 TELEPHONE: (630) 925-1074
EMAIL: driendeau@manhard.com FAX: N/A

LAND PLANNER/SURVEYOR INFORMATION

NAME: Marcus Schmitt COMPANY: Manhard Consulting, Ltd.
MAILING ADDRESS: 333 E. Butterfield Road, Suite 600
CITY, STATE, ZIP: Lombard, IL 60148 TELEPHONE: (630) 925-1108
EMAIL: mschmitt@manhard.com FAX: N/A

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".
Please see Exhibit A attached hereto and made a part hereof by this reference.

AGREEMENT

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

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


On behalf of D.R. Horton, Inc. - Midwest, a California corporation


PETITIONER SIGNATURE

Steven C. Bauer

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

On behalf of Grande Reserve (Chicago) ASLI VI, L.L.P., a Delaware Limited Liability Limited Partnership

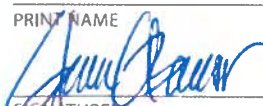

OWNER SIGNATURE

Marvin Shapiro



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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NAME: Grande Reserve Townes Units 10A and 11A		FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: Units 10 and 11 in Grande Reserve
PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION . This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.			
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY			
NAME: On behalf of D.R. Horton, Inc. - Midwest, a California corporation Steven C. Bauer		COMPANY: D.R. Horton, Inc. - Midwest, a California corp.	
MAILING ADDRESS: 1750 E. Golf Road, Suite 925			
CITY, STATE, ZIP: Schaumburg, IL 60173		TELEPHONE: (312) 363-9806	
EMAIL: scbauer@drhorton.com		FAX: N/A	
FINANCIALLY RESPONSIBLE PARTY: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received. On behalf of D.R. Horton, Inc. - Midwest, a California corporation Steven C. Bauer			
PRINT NAME  SIGNATURE		Entitlements Manager TITLE April 8, 2024 DATE	
<i>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</i>			
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS			
ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		

**EXHIBIT A TO APPLICATION FOR FINAL PLAT/REPLAT
SUBMITTED BY D.R. HORTON, INC. – MIDWEST REGARDING CERTAIN PROPERTY
LOCATED IN GRANDE RESERVE**

Legal Description of the Subject Property
(Grande Reserve Neighborhoods 6 & 7/Units 10 & 11)

UNITS 10 & 11 (NH 6 & 7) LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 3010 IN GRANDE RESERVE UNIT 7, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004 AS DOCUMENT NUMBER 200400023008 SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHERN RAILROAD COMPANY; THENCE NORTH 73 DEGREES 22 MINUTES 16 SECONDS EAST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, NAD 83), ALONG SAID SOUTH LINE, 1,088.21 FEET, TO THE MOST NORTHERLY NORTHWEST CORNER OF LOT 3016 OF GRANDE RESERVE UNIT 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 200500028116; THENCE ALONG THE WEST LINE OF SAID LOT 3016 FOR THE FOLLOWING 5 COURSES; 1) THENCE SOUTH 18 DEGREES 26 MINUTES 52 SECONDS EAST, 154.36 FEET; 2) THENCE SOUTH 88 DEGREES 05 MINUTES 00 SECONDS EAST, 108.29 FEET; 3) THENCE SOUTH 80 DEGREES 49 MINUTES 39 SECONDS EAST, 215.66 FEET; 4) THENCE SOUTH 69 DEGREES 46 MINUTES 24 SECONDS EAST, 218.03 FEET; 5) THENCE SOUTH 47 DEGREES 59 MINUTES 52 SECONDS EAST, 132.80 FEET, TO A 1 INCH IRON PIPE AT THE NORTHEAST CORNER OF LOT 774 IN SAID UNIT 9; THENCE SOUTH 51 DEGREES 26 MINUTES 02 SECONDS WEST, ALONG NORTH LINE OF SAID LOT, 78.04 FEET, TO 1 INCH PIPE AT THE NORTHEAST CORNER OF LOT 773 IN SAID UNIT 9; THENCE SOUTH 49 DEGREES 54 MINUTES 35 SECONDS WEST, 163.33 FEET, TO THE WEST RIGHT-OF-WAY LINE OF MATLOCK DRIVE HERETOFORE DEDICATED PER DOCUMENT 200500028116 SAID LINE ALSO BEING A NONTANGENT CURVE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING 6 COURSES: 1) THENCE SOUTHEASTERLY, 72.16 FEET, ALONG SAID NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 117.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 29 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 71.02 FEET, TO A POINT OF TANGENCY; 2) THENCE SOUTH 11 DEGREES 49 MINUTES 06 SECONDS EAST, 135.73 FEET, TO A POINT OF CURVATURE; 3) THENCE SOUTHERLY, 203.87 FEET, ALONG A CURVE, CONCAVE EAST, HAVING A RADIUS OF 733.00 FEET, A CHORD BEARING SOUTH 19 DEGREES 47 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 203.21 FEET, TO A POINT OF TANGENCY; 4) THENCE SOUTH 27 DEGREES 45 MINUTES 15 SECONDS EAST, 66.67 FEET, TO A POINT OF CURVATURE; 5) THENCE SOUTHEASTERLY, 22.46 FEET, ALONG A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 483.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 05 MINUTES 10 SECONDS EAST, AND A CHORD DISTANCE OF 22.46 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHERLY, 36.40 FEET, ALONG A CURVE, CONCAVE WEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 11 DEGREES 17 MINUTES 46 SECONDS WEST, AND A CHORD DISTANCE OF 33.27 FEET, TO THE NORTH LINE OF AFORESAID UNIT 7, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF GRANDE TRAIL HERETOFORE DEDICATED PER DOCUMENT 200400023008; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING 6 COURSES; 1) THENCE SOUTH 53 DEGREES 00 MINUTES 37 SECONDS WEST, 158.23 FEET, TO A POINT OF CURVATURE; 2) THENCE WESTERLY, 350.53 FEET, ALONG A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING SOUTH 70 DEGREES 47 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 344.93 FEET, TO A POINT OF TANGENCY; 3) THENCE SOUTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 384.27 FEET, TO A POINT OF CURVATURE; 4) THENCE WESTERLY, 205.41 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 535.00 FEET, A CHORD BEARING SOUTH 77 DEGREES 33 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 204.15 FEET, TO A POINT OF COMPOUND CURVATURE; 5) THENCE SOUTHWESTERLY, 227.96 FEET, ALONG A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 335.00 FEET, A CHORD BEARING SOUTH 47 DEGREES 03

MINUTES 49 SECONDS WEST, AND A CHORD DISTANCE OF 223.59 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHWESTERLY, 30.31 FEET, ALONG A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 62 DEGREES 17 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 28.48 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF FREEDOM PLACE HERETOFORE DEDICATED PER DOCUMENT 200400023008 AND POINT OF TANGENCY; THENCE NORTH 82 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE, 77.23 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, 191.99 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING SOUTH 87 DEGREES 01 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 191.01 FEET, TO THE EAST LINE OF LOT 3010 IN AFORESAID UNIT 7; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING 14 COURSES;

- 1) NORTH 14 DEGREES 30 MINUTES 09 SECONDS WEST, 44.16 FEET, TO A 1 INCH IRON PIPE;
 - 2) THENCE NORTH 80 DEGREES 30 MINUTES 07 SECONDS WEST, 113.50 FEET, TO A 1 INCH IRON PIPE;
 - 3) THENCE NORTH 42 DEGREES 33 MINUTES 21 SECONDS WEST, 79.74 FEET, TO A 1 INCH IRON PIPE;
 - 4) THENCE NORTH 26 DEGREES 48 MINUTES 19 SECONDS WEST, 120.62 FEET, TO A 1 INCH IRON PIPE;
 - 5) THENCE NORTH 18 DEGREES 59 MINUTES 06 SECONDS WEST, 139.03 FEET, TO A 1 INCH IRON PIPE;
 - 6) THENCE NORTH 08 DEGREES 49 MINUTES 16 SECONDS WEST, 177.96 FEET, TO A 1 INCH IRON PIPE;
 - 7) THENCE NORTH 00 DEGREES 51 MINUTES 07 SECONDS EAST, 68.91 FEET, TO A 1 INCH IRON PIPE;
 - 8) THENCE NORTH 11 DEGREES 28 MINUTES 36 SECONDS EAST, 76.97 FEET;
 - 9) THENCE NORTH 09 DEGREES 21 MINUTES 03 SECONDS EAST, 72.18 FEET, TO A 1 INCH IRON PIPE;
 - 10) THENCE NORTH 13 DEGREES 06 MINUTES 39 SECONDS EAST, 124.19 FEET, TO A 1 INCH IRON PIPE;
 - 11) THENCE NORTH 21 DEGREES 29 MINUTES 11 SECONDS EAST, 93.60 FEET;
 - 12) THENCE NORTH 24 DEGREES 30 MINUTES 31 SECONDS EAST, 67.03 FEET, TO A 1 INCH IRON PIPE;
 - 13) THENCE NORTH 02 DEGREES 45 MINUTES 51 SECONDS WEST, 43.82 FEET, TO A 1 INCH IRON PIPE;
 - 14) THENCE NORTH 18 DEGREES 09 MINUTES 34 SECONDS WEST, 55.89 FEET, TO SAID POINT OF BEGINNING,
- ALL IN KENDALL COUNTY, ILLINOIS.

LOCATION MAP

NOT TO SCALE

PIN'S

PART OF 02-14-100-020

SUBMITTED BY/RETURN TO:

D.R. HORTON
1750 E. GOLF ROAD, SUITE 925
SCHAUMBURG, IL. 60173

SURVEY PREPARED FOR

D.R. HORTON
1750 E. GOLF ROAD, SUITE 925
SCHAUMBURG, IL. 60173

PROPERTY AREA

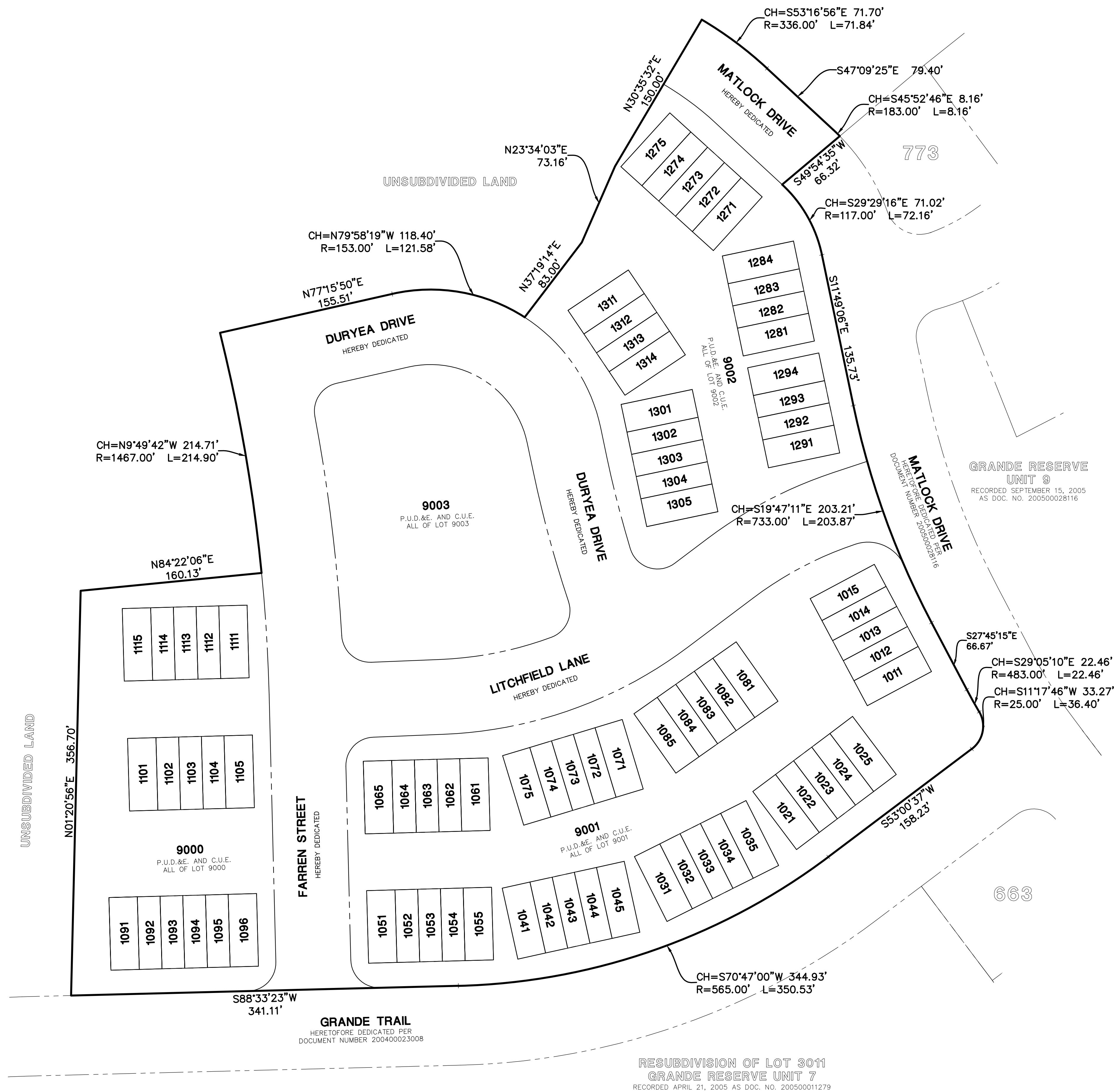
LOTS = 109,888 SQ. FT. (2.523 ACRES)
COMMON AREA/OUTLOT = 197,373 SQ. FT. (4.531 ACRES)
RIGHT OF WAY = 112,859 SQ. FT. OR (2.591 ACRES)
TOTAL AREA = 420,120 SQ. FT. (9.645 ACRES)

SHEET INDEX

SHEET 1	BASIS OF BEARING, SURVEYOR'S NOTES, PROPERTY AREA, OVERALL SUBDIVISION
SHEET 2 - 5	PROPOSED GEOMETRY
SHEET 6-7	PROVISIONS, CERTIFICATES, LEGAL DESCRIPTION

FINAL PLAT
OF
GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK. ADD 00°10'13" TO ALL BEARINGS TO CONVERT TO RECORD BEARINGS FOR THE GRANDE RESERVE.

LEGEND

_____ BOUNDARY LINE
 _____ EXISTING EASEMENT LINE
 _____ PROPOSED EASEMENT LINE
 _____ SECTION LINE
 _____ EXISTING RIGHT-OF-WAY LINE
 _____ EXISTING LOT LINE
 _____ PROPOSED LOT LINE
 _____ PROPOSED SETBACK LINE

SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESES (456.67") ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.
2. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
4. P.U.&E. DENOTES A PUBLIC UTILITY AND DRAINAGE EASEMENT. THERE IS A P.U.&E. OVER ALL OF LOTS 9000, 9001, 9002 AND 9003.
5. C.U.E. DENOTES A CITY UTILITY EASEMENT. THERE IS A C.U.E. OVER ALL OF LOTS 9000, 9001, 9002 AND 9003.
6. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM. REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2025.

[illegible]

Manhard
CONSULTING

333 East Butterfield Road, Suite 600, Lombard, IL 60148
Cell Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
ph: 630.691.9500 fax: 630.691.9585 manhard.com

GRANDE RESERVE - UNIT 10A

YORKVILLE, ILLINOIS

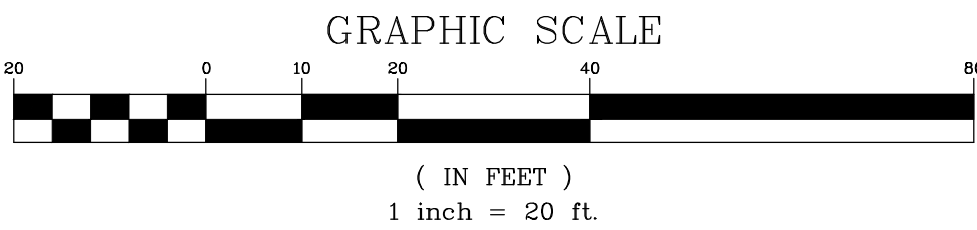
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: 1" = 50'

SHEET
1 OF 7
DRHYVL02

FINAL PLAT
OF
GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14
AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.



LEGEND

	BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	EXISTING RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED SETBACK LINE

xxx.xx'
xxx.xx'
(xxx.xx')

BOUNDARY DIMENSION
MEASURED DIMENSION
RECORD DIMENSION

B.S.L. = BUILDING SETBACK LINE
CH = CHORD BEARING
C.U.E. = CITY UTILITY EASEMENT
E = EAST
L = ARC LENGTH
N = NORTH
P = PUBLIC UTILITY AND DRAINAGE EASEMENT
R = RADIUS
S = SOUTH
W = WEST

UNSUBDIVIDED LAND

SEE SHEET 5

LITCHFIELD LANE

HEREBY DEDICATED

FARREN STREET

HEREBY DEDICATED

SEE SHEET 3

9000

39,695 S.F.
P.U.&D.E. AND C.U.E.
OVER LOT 9000

P.U.&D.E. AND C.U.E.
OVER LOT 9001

CONCRETE MONUMENT
TO BE SET AT CORNER

GRANDE TRAIL

HERETOFORE DEDICATED PER
DOCUMENT NUMBER 20040023008

SHEET 2 OF 7 DRHYVL02	PROJ. MGR.: CJS	GRANDE RESERVE - UNIT 10A YORKVILLE, ILLINOIS FINAL PLAT OF SUBDIVISION
	PROJ. ASSOC.: CJS	
	DRAWN BY: LB	
	DATE: 03/22/24	
SCALE: 1" = 20'		

**Manhard**
CONSULTING

333 East Butterfield Road, Suite 600, Lombard, IL 60148 ph:630.991.8500 fx:630.691.8886 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
04/29/24	REVISED PER VILLAGE REVIEW	LB

FINAL PLAT
OF
GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14
AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.

- B.S.L. = BUILDING SETBACK LINE
CH = CHORD BEARING
C.U.E. = CITY UTILITY EASEMENT
E = EAST
L = ARC LENGTH
N = NORTH
P = PUBLIC UTILITY AND DRAINAGE EASEMENT
R = RADIUS
S = SOUTH
W = WEST

LEGEND

- BOUNDARY LINE
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE
SECTION LINE
EXISTING RIGHT-OF-WAY LINE
EXISTING LOT LINE
PROPOSED LOT LINE
PROPOSED SETBACK LINE
BOUNDARY DIMENSION
MEASURED DIMENSION
RECORD DIMENSION

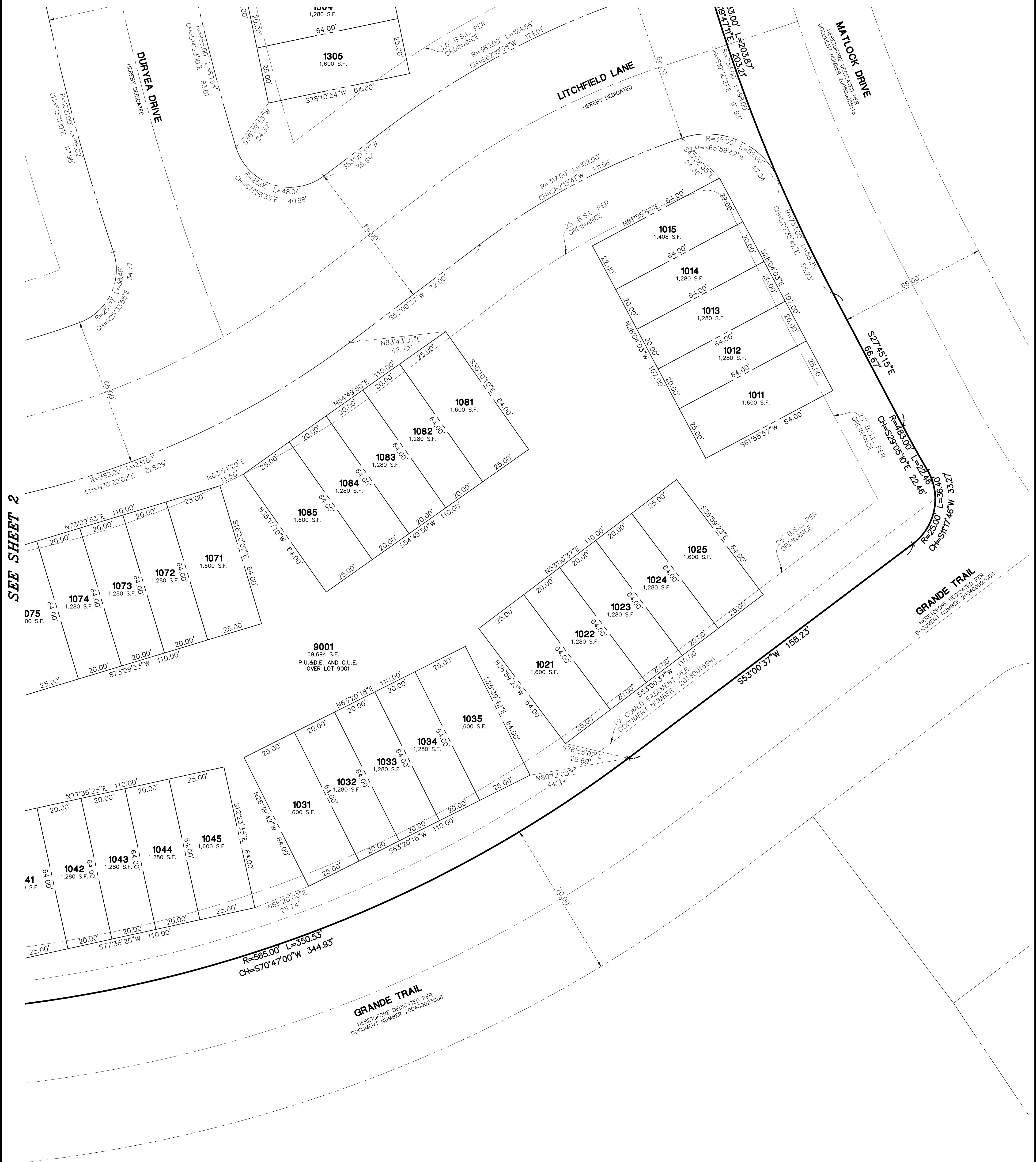


GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

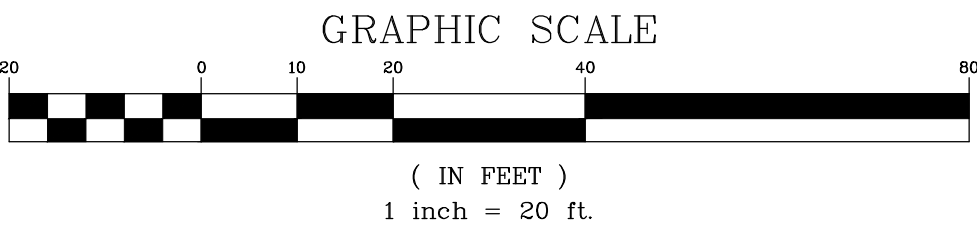
SEE SHEET 4



<div>SHEET</div> <div>3 OF 7</div> <div>DRHYVL02</div>	PROJ. MGR.: CJS	<div>GRANDE RESERVE - UNIT 10A</div> <div>YORKVILLE, ILLINOIS</div> <div>FINAL PLAT OF SUBDIVISION</div>	<div><div><div></div><div></div><div></div></div><div>Manhard</div><div>CONSULTING</div></div> <div><div>333 East Butterfield Road, Suite 600, Lombard, IL 60148</div><div>ph: 630.691.8500</div><div>fx: 630.691.8580</div><div>manhard.com</div></div> <div><div>Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers</div><div>Construction Managers • Environmental Scientists • Landscape Architects • Planners</div></div>	<div>DATE</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> 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FINAL PLAT
OF
GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14
AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.



LEGEND

	BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED SETBACK LINE


xxx.xx'	BOUNDARY DIMENSION
xxx.xx'	MEASURED DIMENSION
(xxx.xx')	RECORD DIMENSION

B.S.L.	= BUILDING SETBACK LINE
CH	= CHORD BEARING
C.U.E.	= CITY UTILITY EASEMENT
E	= EAST
L	= ARC LENGTH
N	= NORTH
P	= PUBLIC UTILITY AND DRAINAGE EASEMENT
R	= RADIUS
S	= SOUTH
W	= WEST



SEE SHEET 3

SEE SHEET 5

SHEET 4 OF 7 DRHYVL02	PROJ. MGR.: CJS	GRANDE RESERVE - UNIT 10A YORKVILLE, ILLINOIS FINAL PLAT OF SUBDIVISION	<div><div>333 East Butterfield Road, Suite 600, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8585 manhard.com Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers Construction Managers • Environmental Scientists • Landscape Architects • Planners</div></div>	<table><tr><th>DATE</th><th>REVISIONS</th><th>DRAWN BY</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> 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FINAL PLAT
OF
GRANDE RESERVE - UNIT 10A

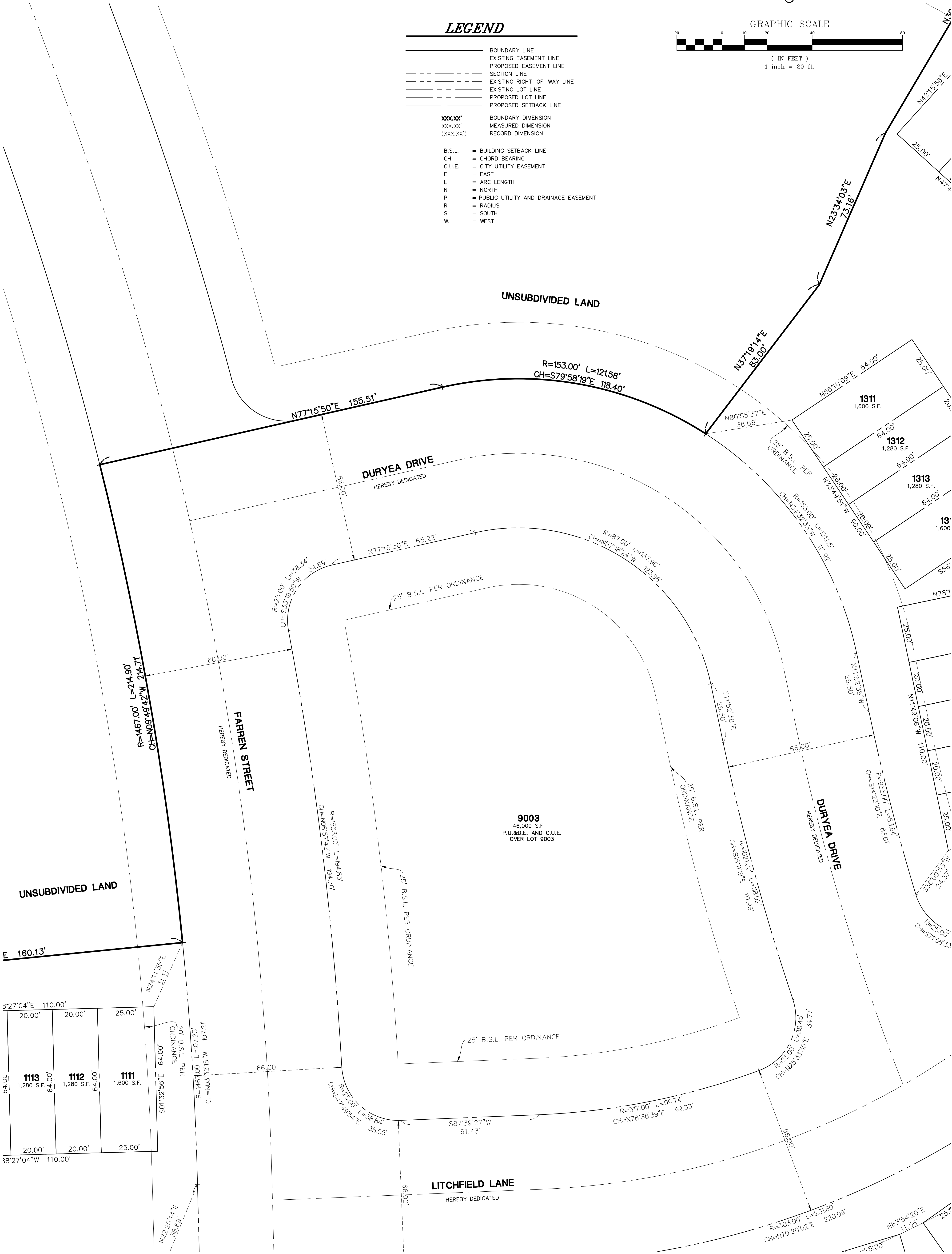
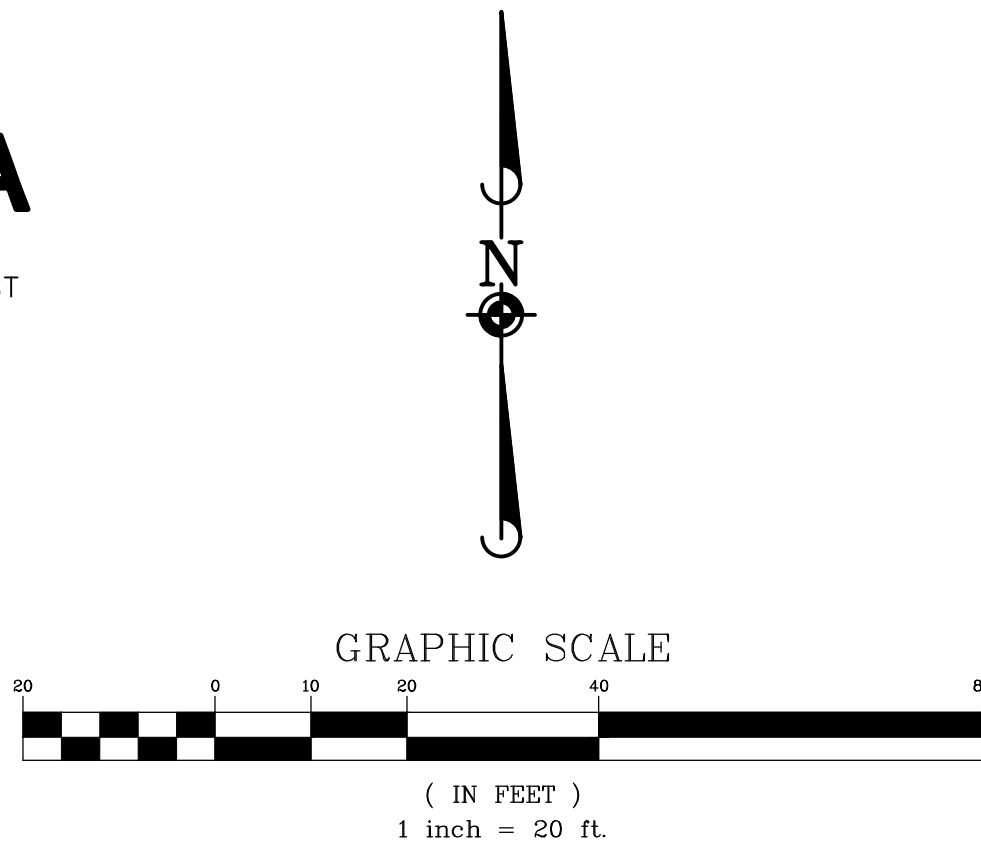
BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14
AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.

LEGEND

	BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED SETBACK LINE

XXX.XX'	BOUNDARY DIMENSION
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

B.S.L.	= BUILDING SETBACK LINE
CH	= CHORD BEARING
C.U.E.	= CITY UTILITY EASEMENT
E	= EAST
L	= ARC LENGTH
N	= NORTH
P	= PUBLIC UTILITY AND DRAINAGE EASEMENT
R	= RADIUS
S	= SOUTH
W	= WEST



<div>SHEET</div> <div>5 OF 7</div> <div>DRHYVL02</div>	PROJ. MGR.: CJS	<div>GRANDE RESERVE - UNIT 10A</div> <div>YORKVILLE, ILLINOIS</div> <div>FINAL PLAT OF SUBDIVISION</div>	<div><div><div></div><div></div></div><div>Manhard</div><div>CONSULTING</div></div> <div>333 East Butterfield Road, Suite 600, Lombard, IL 60148 ph:630.691.8600 fx:630.691.8585 manhard.com</div> <div>Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers</div> <div>Construction Managers • Environmental Scientists • Landscape Architects • Planners</div>	<div>DATE</div> <div></div>	<div>REVISIONS</div> <div></div>	<div>DRAWN BY</div> <div></div>
	PROJ. ASSOC.: CJS					
	DRAWN BY: LB					
	DATE: 03/22/24					
	SCALE: 1" = 20'					
				04/29/24	REVISED PER VILLAGE REVIEW	LB

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE
NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

STATE OF _____)
) SS
COUNTY OF _____)

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

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

BY: _____

STATE OF _____)
COUNTY OF _____) SS

AND _____, PERSONALLY KNOW TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS (HER)(THEIR) FREE AND VOLUNTARY ACT.

NOTARY PUBLIC

STATE OF _____)
) SS
COUNTY OF _____)

IN WITNESS WHEREOF, THE SAID

_____ (BANK NAME) HAS
CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED

OFFICERS ON ITS BEHALF AT _____(TOWN),

_____(STATE),

THIS _____ DAY OF _____, 2024.

BANK NAME AND COMPLETE ADDRESS:

BY: _____
PRINTED NAME AND TITLE

ATTEST: _____
PRINTED NAME AND TITLE

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER
PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR
AND GRANTED TO

COMMONWEALTH EDISON COMPANY, AMERITECH ILLINOIS a.k.a. ILLINOIS BELL
TELEPHONE COMPANY, GRANTEEES,

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

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

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

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

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, NOTARY PUBLIC IN AND FOR
THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT

AND _____, PERSONALLY KNOW TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS (HER)(THEIR) FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "CITY UTILITY EASEMENT OR C.U.E." SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE. EXCEPT AS SHOWN ON THE PLAT THEREOF, SAID EASEMENTS SHALL BE RECEIVED FOR SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

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

PUBLIC UTILITY AND DRAINAGE EASEMENT

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

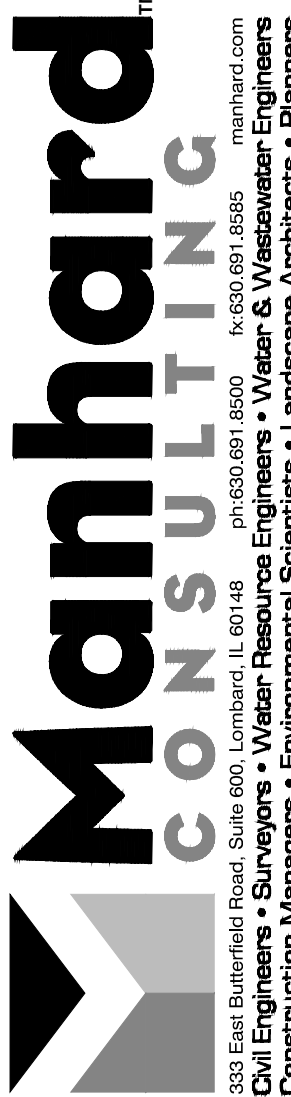
A NON-EXCLUSIVE EASEMENT IS AND ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT".

TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

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

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE AREA OF THE CROSSING OF SAID EASEMENTS. THE OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

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

[illegible]

GRANDE RESERVE - UNIT 10A

YORKVILLE, ILLINOIS

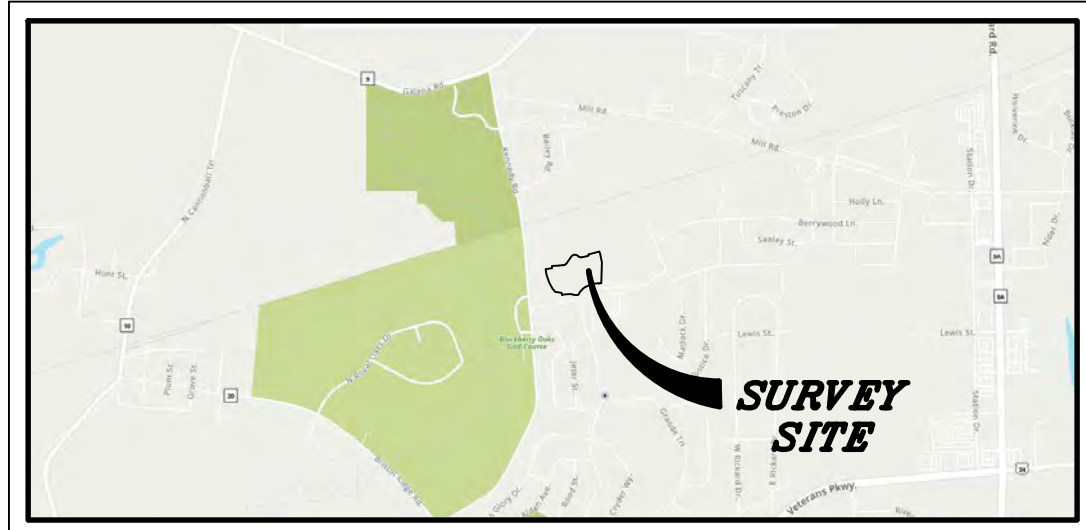
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: N/A

SHEET

6 OF 7

DRHYVIL02



LOCATION MAP

NOT TO SCALE

PIN'S

PART OF 02-14-100-020

SUBMITTED BY/RETURN TO:

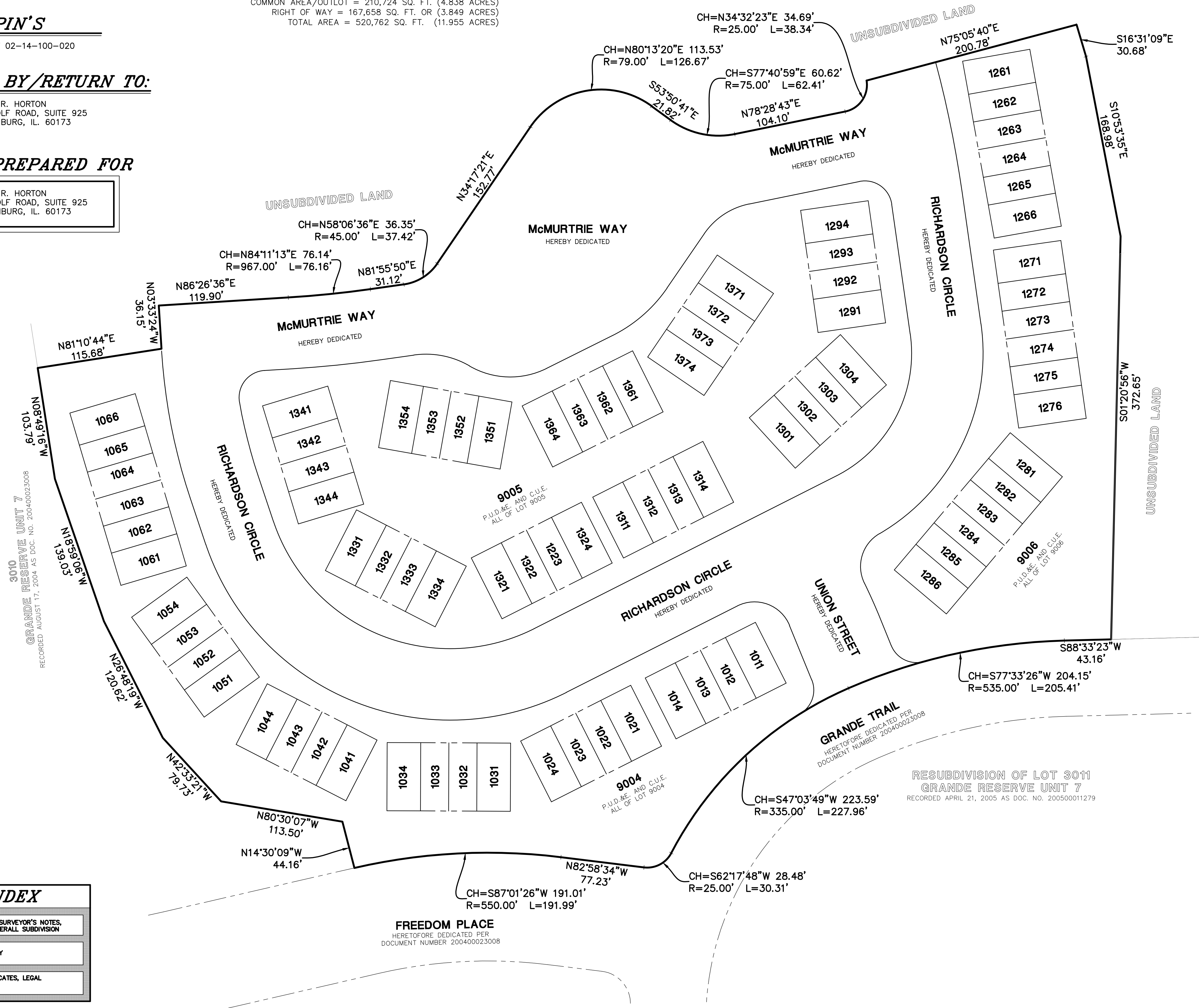
D.R. HORTON
1750 E. GOLF ROAD, SUITE 925
SCHAUMBURG, IL. 60173

SURVEY PREPARED FOR

D.R. HORTON
1750 E. GOLF ROAD, SUITE 925
SCHAUMBURG, IL. 60173

PROPERTY AREA

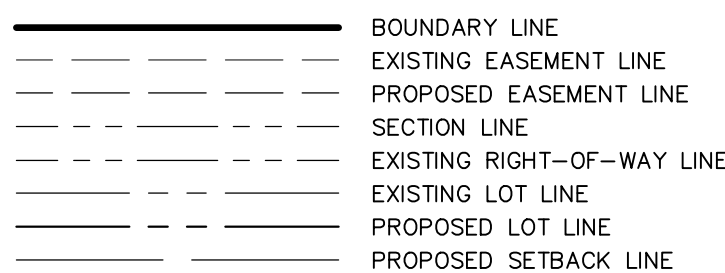
LOTS = 142,380 SQ. FT. (3.268 ACRES)
COMMON AREA/OUTLOT = 210,724 SQ. FT. (4.838 ACRES)
RIGHT OF WAY = 167,658 SQ. FT. OR (3.849 ACRES)
TOTAL AREA = 520,762 SQ. FT. (11.955 ACRES)



BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK. ADD 00°10'13" TO ALL BEARINGS TO CONVERT TO RECORD BEARINGS FOR THE GRANDE RESERVE.

LEGEND



SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67) ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.
2. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
4. P.U.&D.E. DENOTES A PUBLIC UTILITY AND DRAINAGE EASEMENT. THERE IS A P.U.&D.E. OVER ALL OF LOTS 9004, 9005 AND 9006.
5. C.U.E. DENOTES A CITY UTILITY EASEMENT. THERE IS A C.U.E. OVER ALL OF LOTS 9004, 9005 AND 9006.
6. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2025

SHEET INDEX

SHEET 1	BASIS OF BEARING, SURVEYOR'S NOTES, PROPERTY AREA, OVERALL SUBDIVISION
SHEET 2-5	PROPOSED GEOMETRY
SHEET 6-7	PROVISIONS, CERTIFICATES, LEGAL DESCRIPTION



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PROJ. MGR.: CJS
 PROJ. ASSOC.: CJS
 DRAWN BY: LB
 DATE: 03/22/24
 SCALE: 1" = 20'

SHEET

2 OF 7

DRHYVLO1

BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH,
RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

SEE SHEET 2

FREEDOM PLACE
HERETOFORE DEDICATED PER
DOCUMENT NUMBER 2004000230

YORKVILLE, ILLINOIS

FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: 1" = 20'

SHEET

3 OF 7

DRHYVIL01

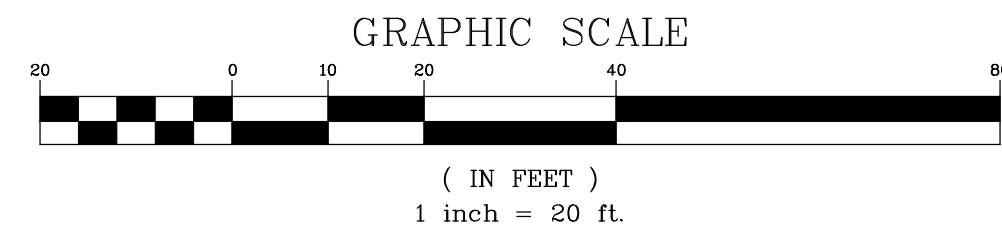
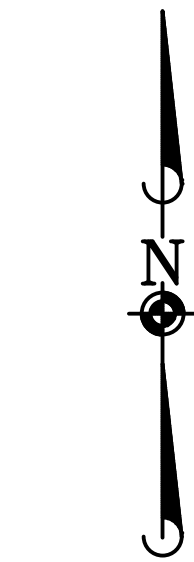
[illegible]

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333 East Butterfield Road, Suite 600, Lombard, IL 60148
ph: 630.691.8000
fx: 630.691.8686
manhard.com

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LEGEND

—————	BOUNDARY LINE
— · — · — · —	EXISTING EASEMENT LINE
- - - - -	PROPOSED EASEMENT LINE
— · — · — · —	SECTION LINE
- - - - -	EXISTING RIGHT-OF-WAY LINE
- - - - -	PROPOSED RIGHT-OF-WAY LINE
— · — · — · —	EXISTING LOT LINE
— · — · — · —	PROPOSED LOT LINE
—————	PROPOSED SETBACK LINE

XXX.XX'	BOUNDARY DIMENSION
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

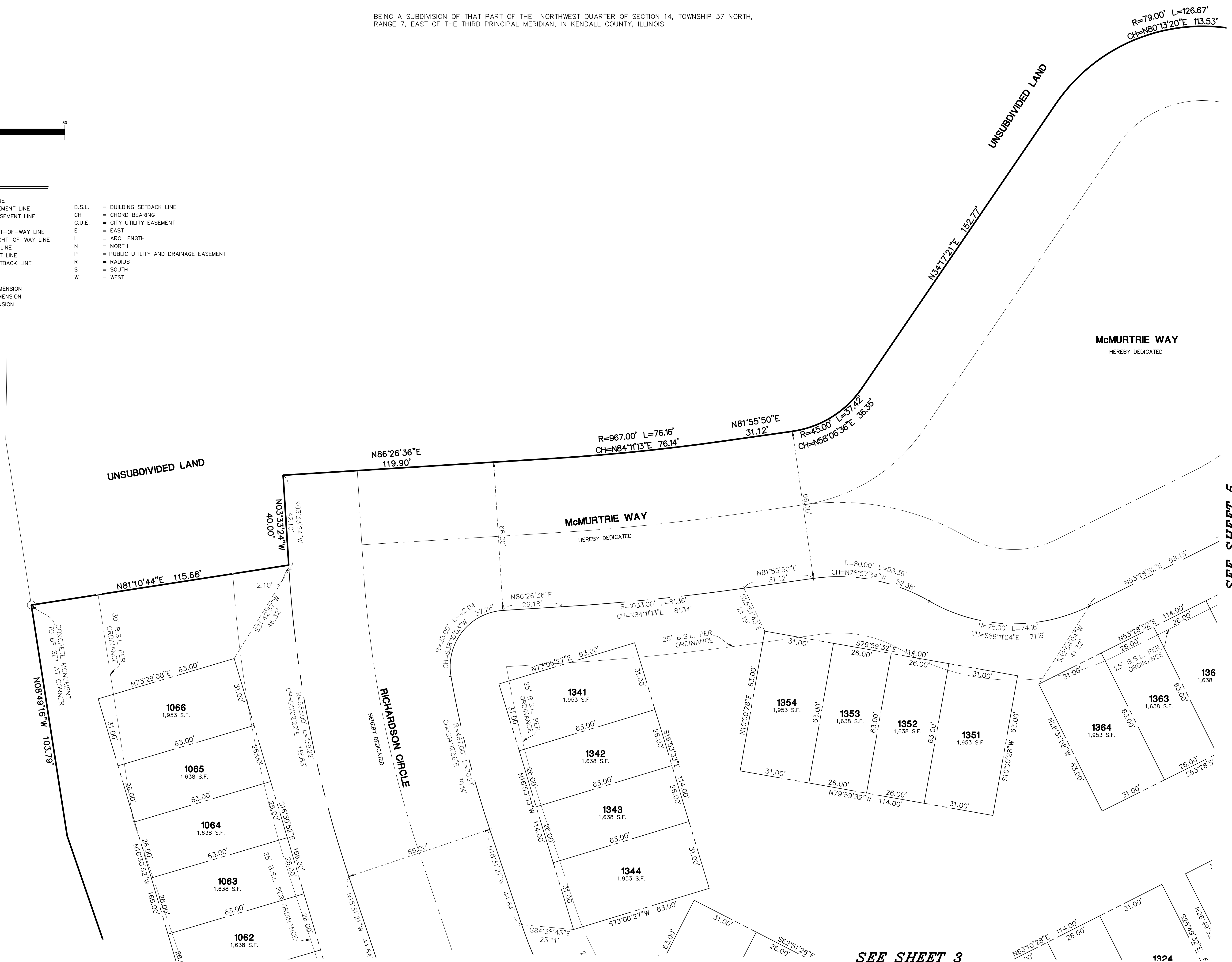
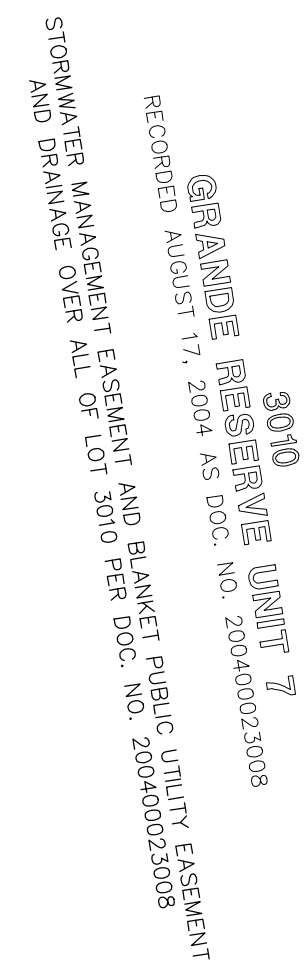
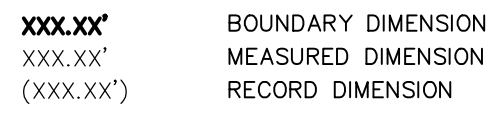
B.S.L. = BUILDING SETBACK LINE
CH = CHORD BEARING
C.U.E. = CITY UTILITY EASEMENT
E = EAST
L = ARC LENGTH
N = NORTH
P = PUBLIC UTILITY AND DRAINAGE EASEMENT
R = RADIUS
S = SOUTH
W. = WEST

BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH,
RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.



_____	BOUNDARY LINE		
_____	EXISTING EASEMENT LINE	B.S.L.	= BUILDING SETBACK LINE
_____	PROPOSED EASEMENT LINE	CH	= CHORD BEARING
_____	SECTION LINE	C.U.E.	= CITY UTILITY EASEMENT
_____	EXISTING RIGHT-OF-WAY LINE	E	= EAST
_____	PROPOSED RIGHT-OF-WAY LINE	L	= ARC LENGTH
_____	EXISTING LOT LINE	N	= NORTH
_____	PROPOSED LOT LINE	P	= PUBLIC UTILITY AND DRAINAGE EASEMENT
_____	PROPOSED SETBACK LINE	R	= RADIUS
		S	= SOUTH
		W.	= WEST

XXX.XX'	BOUNDARY DIMENSION
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION



SEE SHEET 5

SEE SHEET 3

[illegible]

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Manhard Engineering, Suite 600, University Ave. 60118
201 E. University Ave. 60118
Tel: 312.329.6917 Fax: 312.329.1800
www.manhard.com

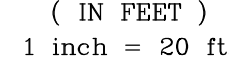
Construction Managers • Environmental Scientists • Landscape Architects • Planners

GRANDE RESERVE - UNIT 11A
YORKVILLE, ILLINOIS
FINAL PLAT OF SUBDIVISION

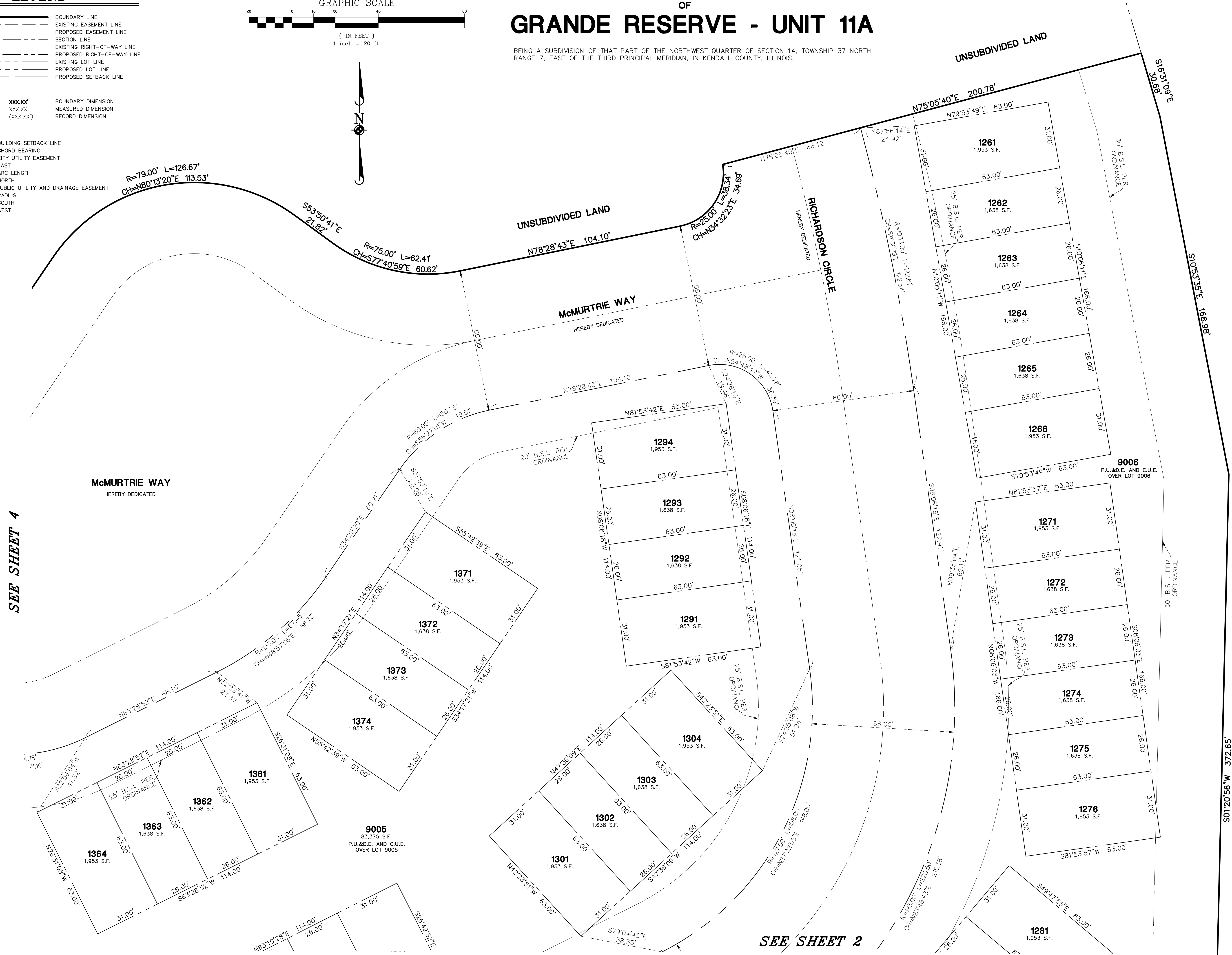
PROJ. MGR.:	CJS	
PROJ. ASSOC.:	CJS	
DRAWN BY:	LB	
DATE:	03/22/24	
SCALE:	1" = 20'	
<div style="font-size: 24px; font-weight: bold; margin-bottom: 10px;">SHEET</div> <div style="display: flex; align-items: center; justify-content: center; gap: 20px;"> 4 OF 7 </div> <div style="font-size: 24px; font-weight: bold; margin-top: 10px;">DRHYVIL01</div>		

_____	BOUNDARY LINE
_____	EXISTING EASEMENT LINE
_____	PROPOSED EASEMENT LINE
_____	SECTION LINE
_____	EXISTING RIGHT-OF-WAY LINE
_____	PROPOSED RIGHT-OF-WAY LINE
_____	EXISTING LOT LINE
_____	PROPOSED LOT LINE
_____	PROPOSED SETBACK LINE

B.S.L. = BUILDING SETBACK LINE
CH = CHORD BEARING
C.U.E. = CITY UTILITY EASEMENT
E = EAST
L = ARC LENGTH
N = NORTH
P = PUBLIC UTILITY AND DRAINAGE EASEMENT
R = RADIUS
S = SOUTH
W. = WEST



BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.



GRANDE RESERVE UNIT 10A

S01°20'56"W 372.65'

SEE SHEET 2

[illegible]

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GRANDE RESERVE - UNIT 11A

YORKVILLE, ILLINOIS

FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: 1" = 20'

SHEET

5 OF 7

DRHYVIL01

BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 14 , ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

STATE OF _____)
) SS
COUNTY OF _____)

April 29, 2024 - 15:20 Dwg Name: P:\Drhywil02\dwg\Surv\Final Drawings\Final Plat\Unit 11A\06-07-DRHYWIL02-PS-11A.dwg Updated By: CSalazar

D.R. HORTON
1750 E. GOLF ROAD, SUITE 925
SCHAUMBURG, IL. 60173

PART OF 02-14-100-020

CHAIRMAN

MAYOR

CITY CLERK

OWNER/ATTORNEY: _____

PRINTED NAME AND TITLE

DATED AT YORKVILLE, ILLINOIS THIS ____ DAY OF _____, 2024.

CITY ENGINEER

CITY ADMINISTRATOR

THIS _____ DAY OF _____, 2024, AT _____'OCLOCK __.M.

BY: _____
KENDALL COUNTY RECORDER

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

_____, AN ILLINOIS PROFESSIONAL LAND SURVEYOR,
HEREBY GRANT PERMISSION TO THE OWNERS REPRESENTATIVE TO RECORD THIS
PLAT ON OR BEFORE DECEMBER 31, 2024. THE REPRESENTATIVE SHALL PROVIDE
THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS ____ DAY OF _____, A.D. 2024.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4017
LICENSE EXPIRES NOVEMBER 30, 2024

[illegible]

I, _____, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

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

THIS _____ DAY OF _____, A.D., 2024.

COUNTY CLERK

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO DECLARE THAT THE PROPERTY DESCRIBED HEREON WAS SURVEYED AND SUBDIVIDED BY MANHARD CONSULTING, LTD., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION:

PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH
 RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF LOT 3010 IN GRANDE RESERVE UNIT
 77, ACCORDING TO THE SURVEY OF THE RECORDED AUGUST 17, 2004 AS
 SECOND DOCUMENT NUMBER 200400023008; THENCE ALONG THE NORTH
 RIGHT-OF-WAY LINE OF FREEDOM PLACE HERETOFORE DEDICATED PER
 DOCUMENT NUMBER 200400023008; THENCE ALONG THE EAST LINE OF SAID
 LOT 3010 FOR THE FOLLOWING SIX (6) COURSES: 1) THENCE NORTH 14
 DEGREES 30 MINUTES 09 SECONDS WEST, A DISTANCE OF 44.16 FEET; 2)
 THENCE NORTH 80 DEGREES 30 MINUTES 07 SECONDS WEST, A DISTANCE OF
 113.50 FEET; 3) THENCE NORTH 42 DEGREES 33 MINUTES 21 SECONDS WEST, A
 DISTANCE OF 79.73 FEET; 4) THENCE NORTH 26 DEGREES 48 MINUTES 19
 SECONDS WEST, A DISTANCE OF 120.62 FEET; 5) THENCE NORTH 18 DEGREES
 59 MINUTES 06 SECONDS WEST, A DISTANCE OF 139.03 FEET; 6) THENCE
 NORTH 08 DEGREES 49 MINUTES 16 SECONDS WEST, A DISTANCE OF 103.79
 FEET; THENCE NORTH 81 DEGREES 10 MINUTES 44 SECONDS EAST, A DISTANCE
 OF 115.68 FEET; THENCE NORTH 03 DEGREES 33 MINUTES 24 SECONDS WEST,
 A DISTANCE OF 40.00 FEET; THENCE NORTH 86 DEGREES 26 MINUTES 35
 SECONDS EAST, A DISTANCE OF 119.93 FEET; TO A POINT OF CURVATURE;
 THENCE EASTERLY, ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A
 RADIUS OF 967.00 FEET, AN ARC DISTANCE OF 76.16 FEET, A CHORD BEARING
 NORTH 84 DEGREES 11 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE
 OF 76.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 81 DEGREES 55
 MINUTES 50 SECONDS EAST, A DISTANCE OF 31.12 FEET TO A POINT OF
 CURVATURE; THENCE NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE
 NORTHWEST, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 37.42
 FEET, A CHORD BEARING NORTH 58 DEGREES 00 MINUTES 36 SECONDS EAST,
 AND A CHORD DISTANCE OF 36.35 FEET TO A POINT OF TANGENCY; THENCE
 NORTH 34 DEGREES 17 MINUTES 21 SECONDS EAST, A DISTANCE OF 152.77
 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ALONG A CURVE,
 CONCAVE TO THE SOUTH, HAVING A RADIUS OF 79.00 FEET, AN ARC DISTANCE
 OF 126.67 FEET, A CHORD BEARING NORTH 80 DEGREES 13 MINUTES 20
 SECONDS EAST, AND A CHORD DISTANCE OF 113.53 FEET TO A POINT OF
 TANGENCY; THENCE SOUTH 53 DEGREES 50 MINUTES 41 SECONDS EAST, A
 DISTANCE OF 21.82 FEET TO A POINT OF CURVATURE; THENCE EASTERLY
 ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 75.00 FEET,
 AN ARC DISTANCE OF 62.41 FEET, A CHORD BEARING SOUTH 77 DEGREES 40
 MINUTES 59 SECONDS EAST, AND A CHORD DISTANCE OF 60.62 FEET TO A
 POINT OF TANGENCY; THENCE NORTH 78 DEGREES 28 MINUTES 43 SECONDS
 EAST, A DISTANCE OF 104.10 FEET TO A POINT OF CURVATURE; THENCE
 NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A
 RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.34 FEET, A CHORD BEARING
 NORTH 34 DEGREES 32 MINUTES 23 SECONDS EAST, AND A CHORD DISTANCE
 OF 44.47 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES
 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 208.78 FEET; THENCE SOUTH
 16 DEGREES 31 MINUTES 09 SECONDS EAST, A DISTANCE OF 30.68 FEET;
 THENCE SOUTH 10 DEGREES 53 MINUTES 35 SECONDS EAST, A DISTANCE OF
 168.98 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 56 SECONDS WEST, A
 DISTANCE OF 372.65 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY OF
 GRANDE TRAIL HERETOFORE DEDICATED PER DOCUMENT NUMBER 200400023008;
 THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID GRANDE TRAIL AND
 THE NORTH RIGHT-OF-WAY LINE OF SAID FREEDOM PLACE FOR THE FOLLOWING
 SIX (6) COURSES: 1) THENCE SOUTH 88 DEGREES 33 MINUTES 23 SECONDS
 WEST, A DISTANCE OF 43.16 FEET TO A POINT OF CURVATURE; 2) THENCE
 SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF
 535.50 FEET, AN ARC DISTANCE OF 205.41 FEET, A CHORD BEARING SOUTH 77
 DEGREES 33 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 204.15
 FEET A POINT OF COMPOUND CURVATURE; 3) THENCE SOUTHWESTERLY, ALONG
 A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 335.00 FEET,
 AN ARC DISTANCE OF 227.96 FEET, A CHORD BEARING SOUTH 47 DEGREES 03
 MINUTES 49 SECONDS WEST, AND A CHORD DISTANCE OF 223.59 FEET TO A
 POINT OF REVERSE CURVATURE; 4) THENCE SOUTHWESTERLY, ALONG A CURVE,
 CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AN ARC
 DISTANCE OF 30.31 FEET, A CHORD BEARING SOUTH 62 DEGREES 17 MINUTES
 50 SECONDS WEST, AND A CHORD DISTANCE OF 29.91 FEET TO A POINT OF
 TANGENCY; 5) THENCE NORTH 82 DEGREES 58 MINUTES 34 SECONDS WEST, A
 DISTANCE OF 77.23 FEET TO A POINT OF CURVATURE; 6) THENCE WESTERLY,
 ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 550.00 FEET,
 AN ARC DISTANCE OF 191.99 FEET, A CHORD BEARING SOUTH 87 DEGREES 01
 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 191.01 FEET TO
 THE POINT OF BEGINNING.

SUBDIVIDED PROPERTY CONTAINS 11.955 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF YORKVILLE, KENDALL COUNTY, ILLINOIS WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY 65 ILCS 5, SECTION 11-12-6.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THIS IS ALSO TO DECLARE THAT THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17093C00358 WITH AN EFFECTIVE DATE OF JANUARY 8, 2014 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD. THIS INDICATES THAT THE PROPERTY DOES NOT HAVE AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2024.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4017
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL REGISTRATION
NO. 184003350—EXPIRES APRIL 30, 2025

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

DATE OF FIELD SURVEY: _____

[illegible]

Manhard
CONSULTING
353 East Butterfield Road, Suite 600, Lombard, IL 60148
Civil Engineers • Surveyors • Water Resource
Engineers • Water Resource Engineers • Water & Wastewater Engineers
ph: 630.691.8500 fax: 630.691.8585
manhard.com

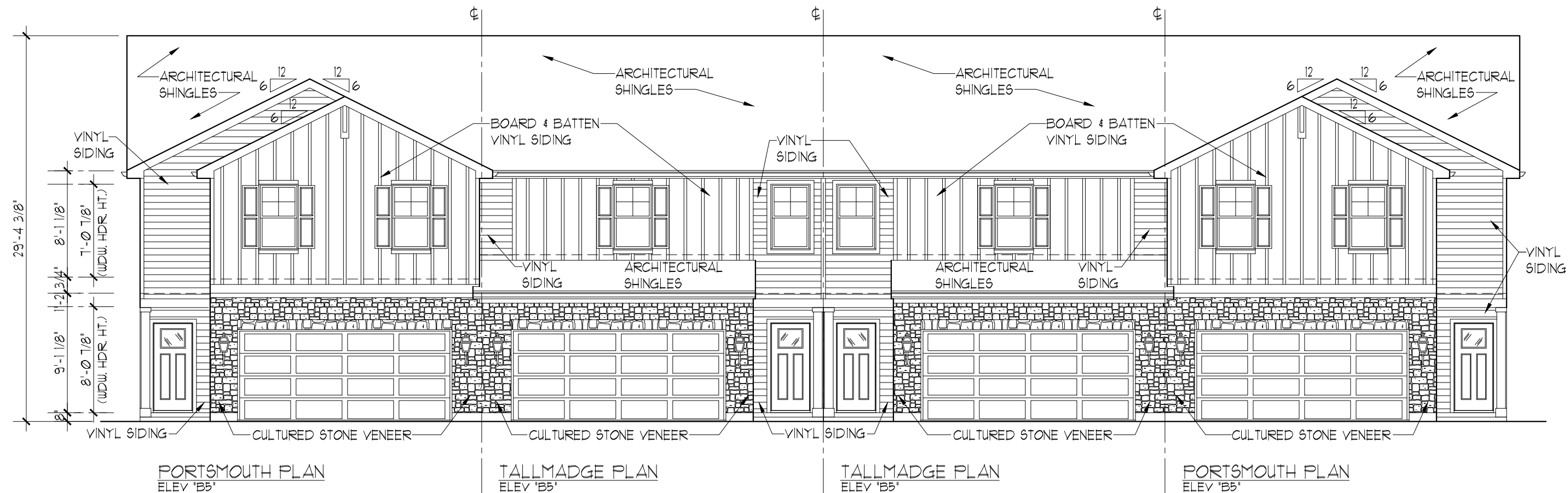
GRANDE RESERVE - UNIT 11A

YORKVILLE, ILLINOIS

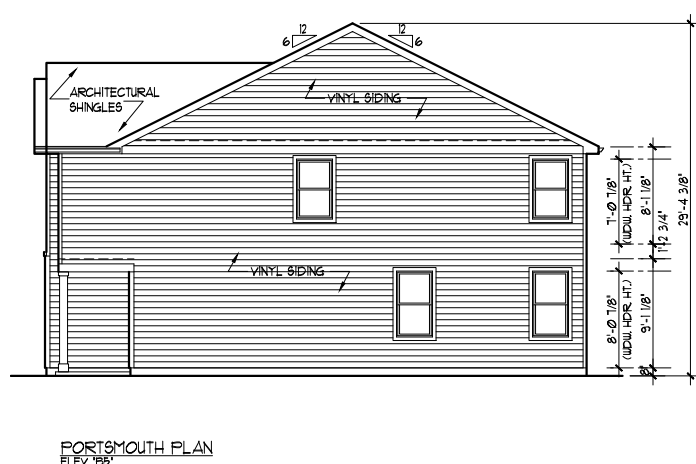
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 03/22/24
SCALE: N/A

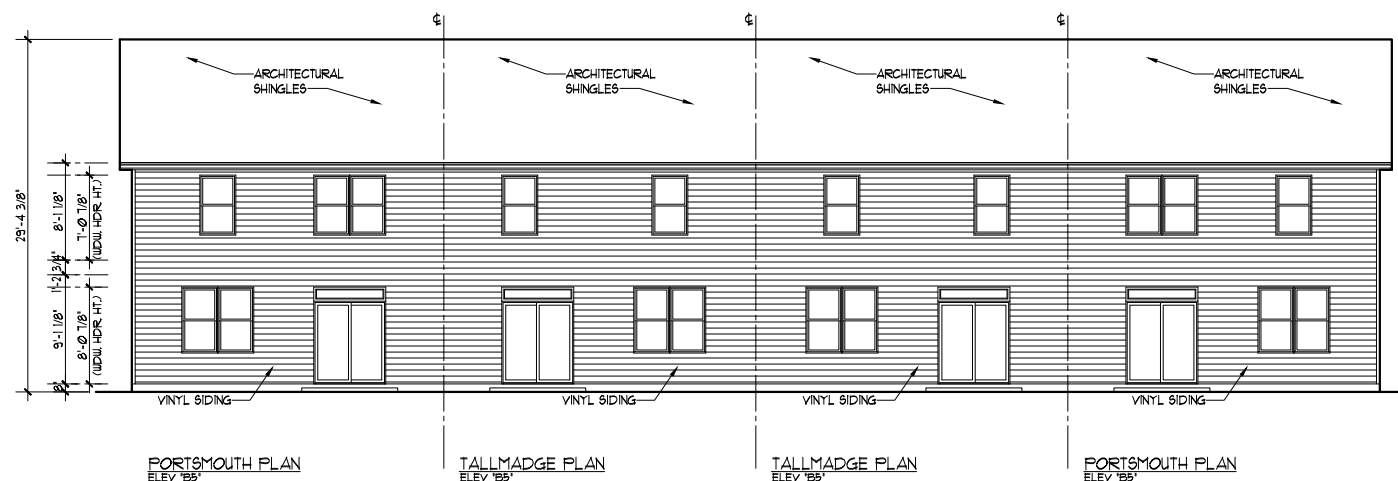
SHEET
7 OF 7
DRHYVIL02



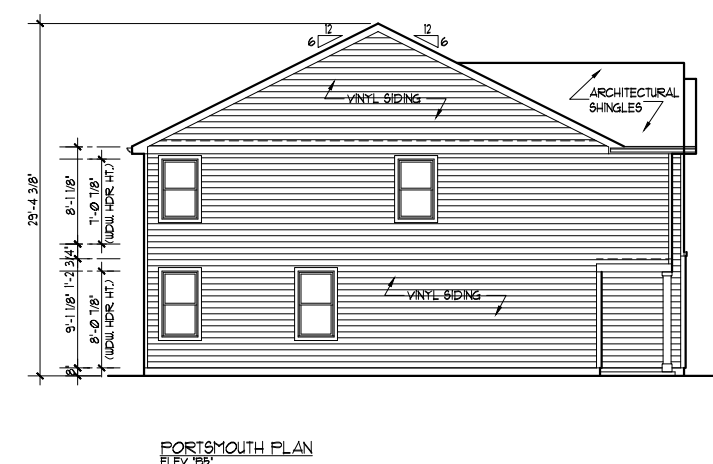
FRONT ELEVATION - 4 UNIT BUILDING
SCALE: 1/8" = 1'-0"



TYPICAL RIGHT ELEVATION
SCALE: 1/16" = 1'-0"



TYPICAL REAR ELEVATION
SCALE: 1/16" = 1'-0"

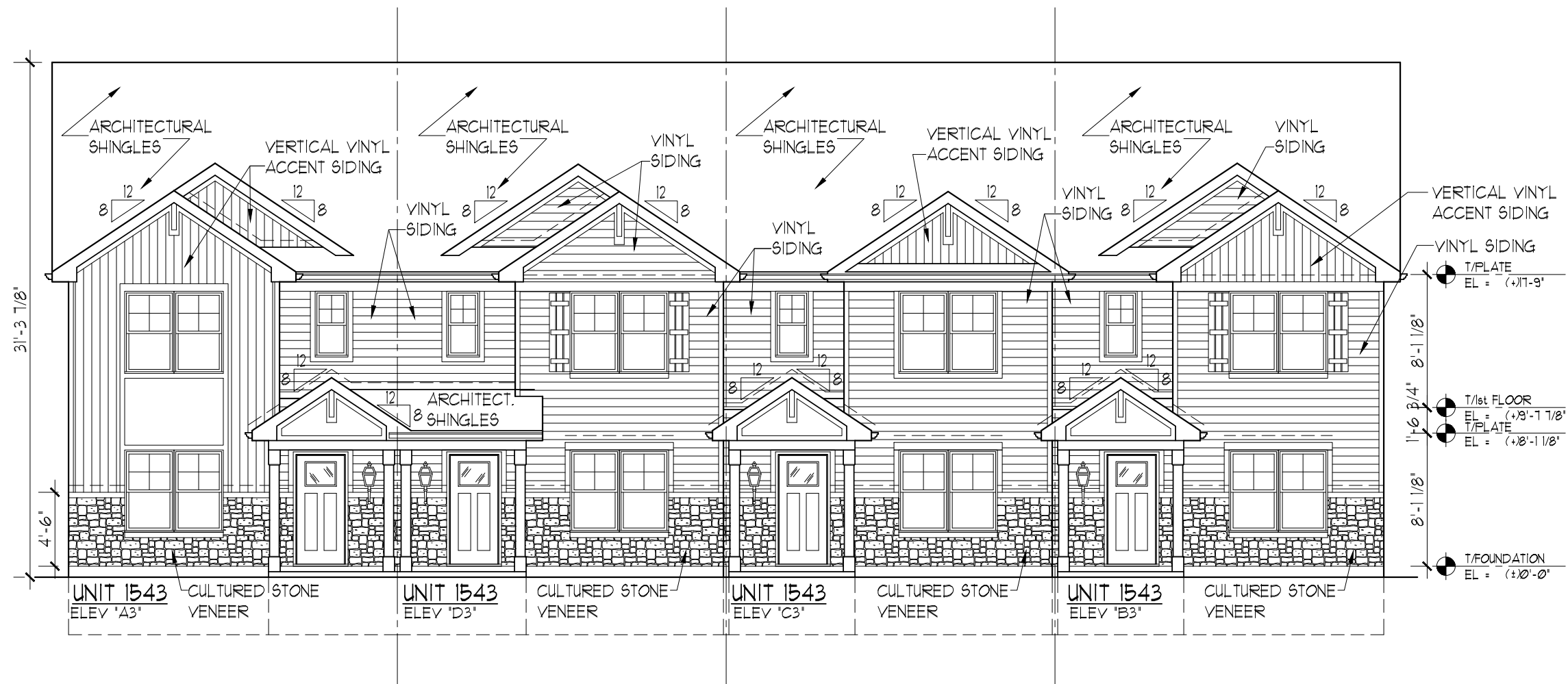


TYPICAL LEFT ELEVATION
SCALE: 1/16" = 1'-0"

MASONRY AREA CALCULATIONS	
TOTAL FRONT ELEVATION SIDEABLE AREA (NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) =	1289.60 SQ. FT.
TOTAL SIDING AREA =	983.86 SQ. FT.
TOTAL STONE AREA =	305.74 SQ. FT. (23.70%)

4 UNIT BUILDING PORTSMOUTH TH SERIES

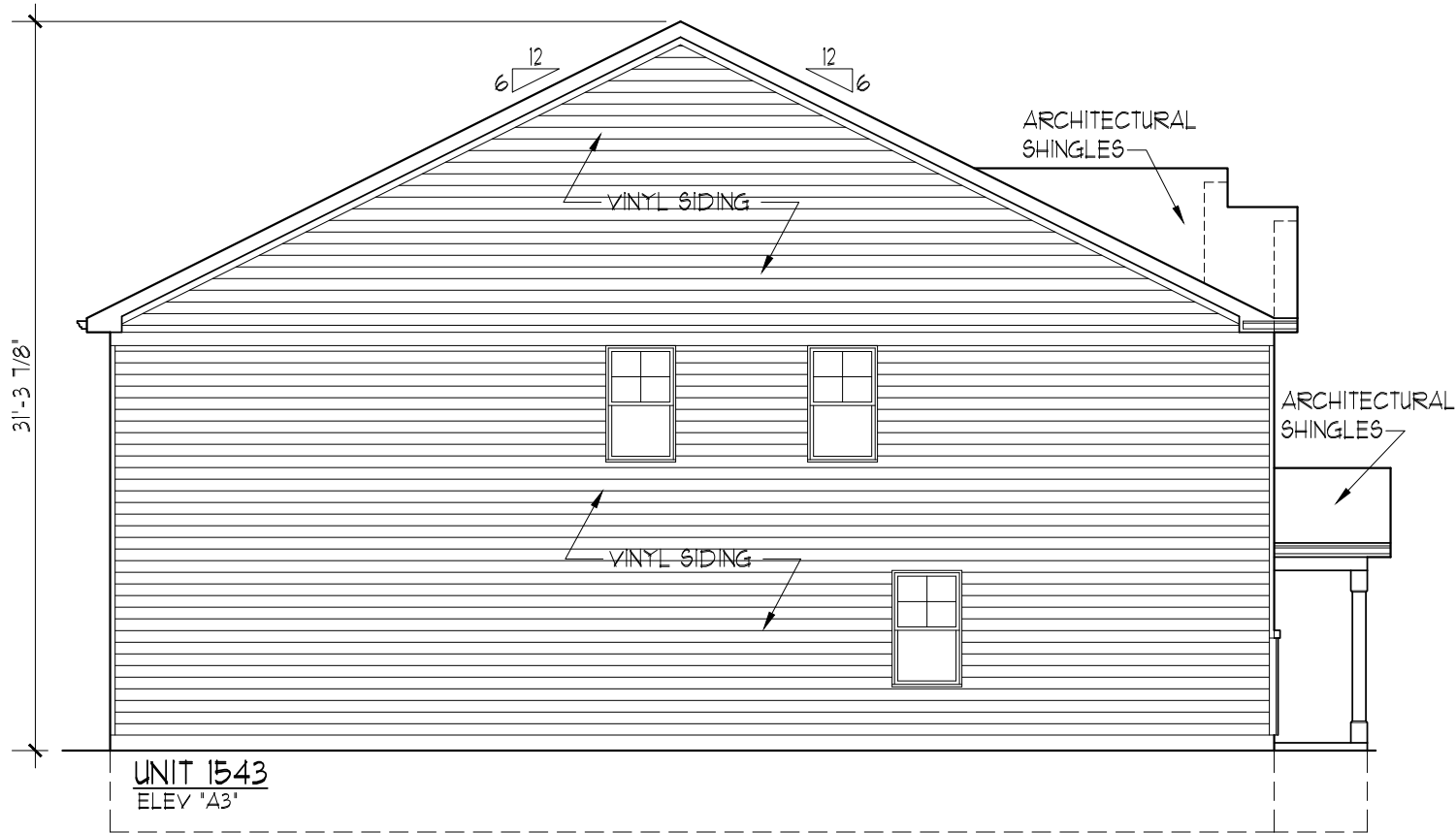
GRANDE RESERVE
YORKVILLE, IL



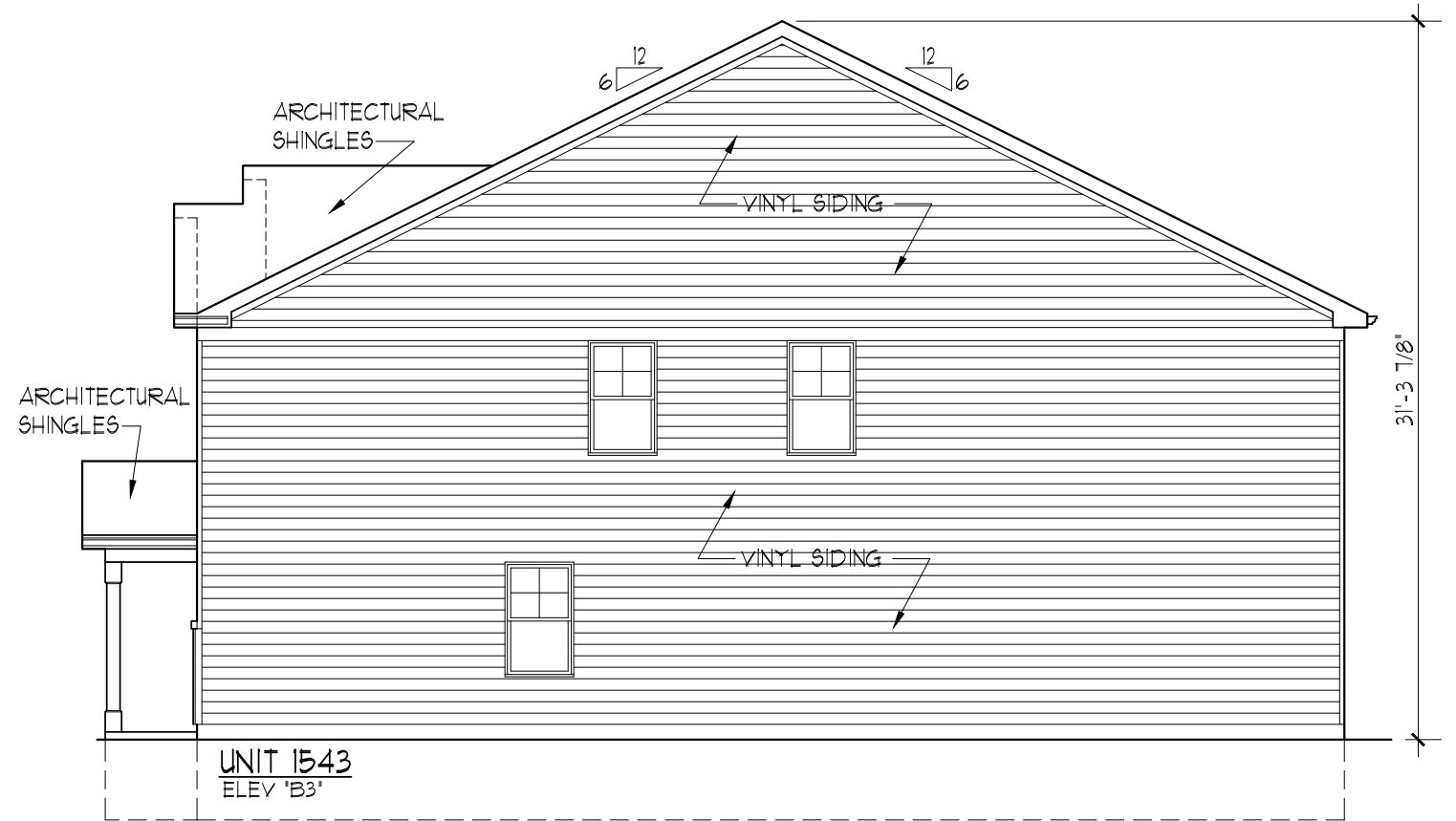
FRONT ELEVATION - 4-UNIT BUILDING

MASONRY AREA CALCULATIONS	
TOTAL FRONT ELEVATION SIDEABLE AREA (NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) =	1130.13 SQ. FT.
TOTAL SIDING AREA =	888.38 SQ. FT.
TOTAL STONE AREA =	241.75 SQ. FT. (21.40%)

ELEVATIONS 20' 2-STORY SEABOARD SERIES GRANDE RESERVE YORKVILLE, IL

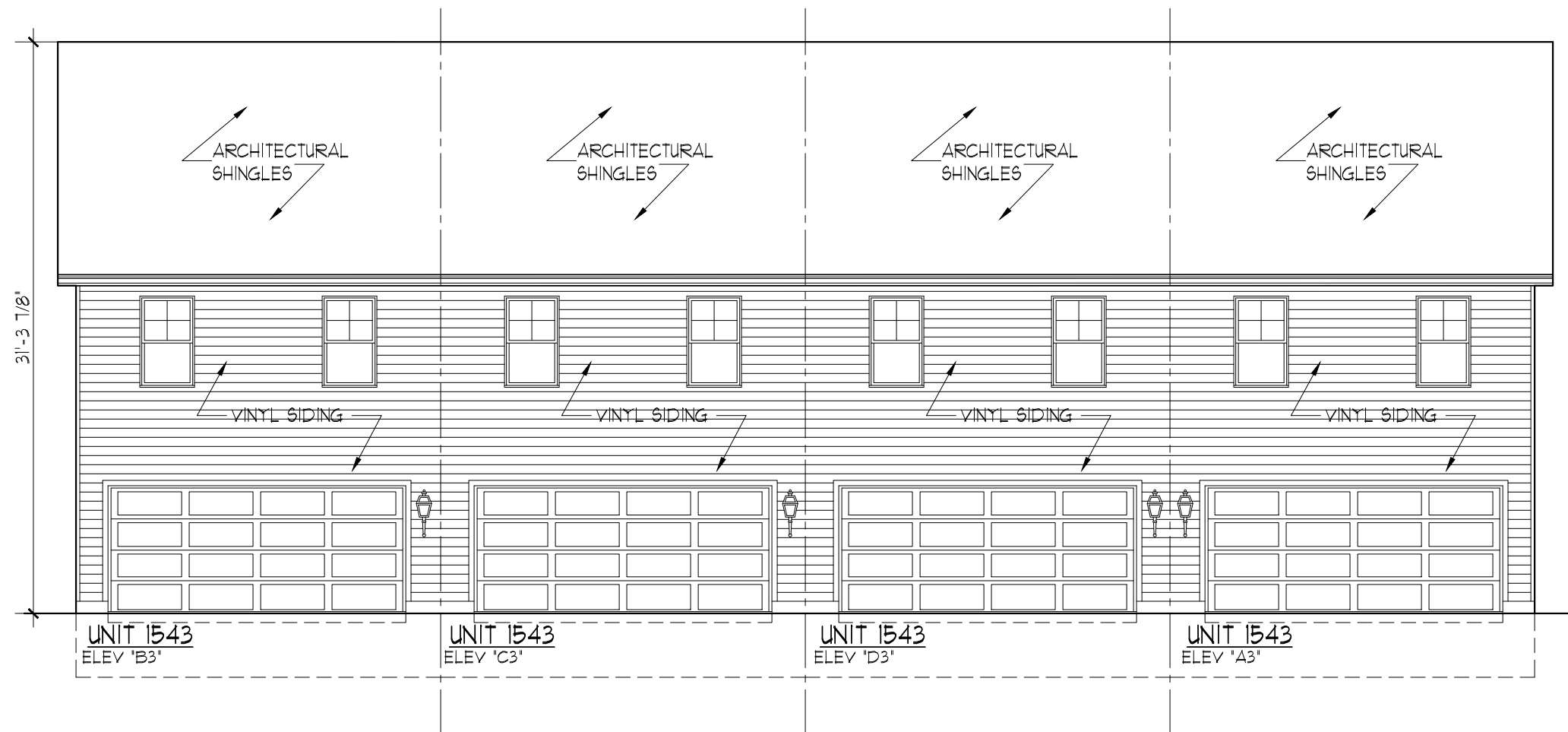


LEFT ELEVATION



RIGHT ELEVATION

ELEVATIONS
 20' 2-STORY SEABOARD SERIES
 GRANDE RESERVE
 YORKVILLE, IL



REAR ELEVATION - 4-UNIT BUILDING

ELEVATIONS
 20' 2-STORY SEABOARD SERIES
 GRANDE RESERVE
 YORKVILLE, IL





THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Steven H. Goodman
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION FOR GRANDE RESERVE TOWNES

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DECLARATION FOR GRANDE RESERVE TOWNES

This Declaration is made by D.R. Horton, Inc.-Midwest, a California corporation ("Declarant").

R E C I T A L S

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Grande Reserve Townes (the "Development"). The Development shall include Dwelling Units and Community Area.

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

In order to provide for the orderly and proper maintenance of the Premises, the Declarant has formed (or will form) the Association under the Illinois Limited Liability Company Act, and the Association shall adopt budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Dwelling Unit shall be a member of the Association and shall be responsible for paying assessments with respect to the Dwelling Unit owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association or to designate the Managers of the Association, as more fully described in Article Nine and in the Operating Agreement, and the right to come upon the Premises in connection with Declarant's efforts to sell Dwelling Units and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE **Definitions**

For brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 **ASSOCIATION**: The Grande Reserve Townes Homeowners Association, LLC, an Illinois limited liability company, its successors and assigns.

1.02 **BACKUP SPECIAL SERVICE AREA**: A special service area which may be

established by the Municipality to serve as a what is commonly referred to as a “Backup Special Service Area”, as more fully provided in Section 7.10.

1.03 CHARGES: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the Operating Agreement.

1.04 COMMUNITY AREA: Those portions of the Premises which are designated in Part III of Exhibit B, as Exhibit B may be amended from time to time, as Community Area. The Community Area will generally consist of and include greenspace, [entry monuments, if any,] and related appurtenances, [landscaped entry median islands, if any, which may be located within public right of way which serve the Premises] and other facilities and improvements which serve the Premises, and all portions of the Premises located outside of the Homes.

1.05 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.06 COMMUNITY EXPENSES: The Community Expenses shall include: (i) the expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping on the Community Area; (ii) the expense of maintenance, repair and replacement of all improvements located on the Community Area, [including, but not limited to, monument signs]; (iii) the expense of maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area; (iv) the cost of insurance for the Community Area; (v) any expenses designated as Community Expenses by this Declaration, (vi) the expenses of the maintenance, repair and replacement of Home Exteriors, (vii) the premiums for fire and extended coverage insurance for the Homes, as provided for in Article Four, and (viii) the Association’s share of expenses to maintain certain storm water detention facilities as determined pursuant to the Cost Sharing Agreement. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves.

1.07 INTENTIONALLY OMITTED.

1.08 INTENTIONALLY OMITTED.

1.09 COST-SHARING AGREEMENT: That certain Cost-Sharing Agreement between the Association and the Grande Reserve Community Association dated _____ and recorded on _____ as Document No. _____ in the County, which determines the Association’s share of expenses borne by Grande Reserve Community Association in maintaining certain storm water detention facilities which serve the Premises.

1.10 COUNTY: Kendall County, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in a County as of the Recording of this Declaration.

1.11 DECLARANT: D. R. Horton, Inc.-Midwest, a California corporation, its successors and assigns.

1.12 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.13 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.14 DWELLING UNIT: A Lot which is improved or intended to be improved with an attached single family residential unit may be referred to herein as a "Dwelling Unit".

1.15 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.16 GRAND RESERVE COMMUNITY ASSOCIATION: The Grande Reserve Community Association established pursuant to that certain [Declaration for Grande Reserve Community Association] recorded on _____ as Document No. _____ in the County.

1.17 HOME: That portion of a Dwelling Unit which is improved with an attached single family residential unit.

1.18 HOME EXTERIOR: The roof, slab, foundation, steps, footings, gutters, patios and outer surface of exterior walls and doors of Home, together with any utility lines located therein.

1.19 LOT: A subdivided lot which is designated in Exhibit B as a "Lot".

1.20 MANAGERS: The Declarant, as the sole Manager, or the Managers from time to time as appointed or elected as provided in this Declaration or the Operating Agreement.

1.21 MUNICIPALITY: The City of Yorkville, Illinois or its successors, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.22 OPERATING AGREEMENT: The Operating Agreement of the Association, a copy of which is attached hereto as Exhibit C.

1.23 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.24 PERSON: A natural individual, corporation, partnership, trustee or other legal

entity capable of holding title to real property.

1.25 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.26 PRIVATE WATER AND SEWER SERVICE EXTENSIONS: The water service lines which are located on the Premises and which connect each Home with the dedicated water main which serves the Premises and the sewer lines which are located on the Premises and connect each Home with the dedicated sewer main which serves the Premises.

1.27 RECORD: To record in the office of the Recorder of Deeds for the County.

1.28 RESIDENT: An individual who legally resides in a Dwelling Unit.

1.29 TURNOVER DATE: The date on which the rights of the Declarant to manage the affairs of the Association and to designate the Managers of the Association are terminated under Section 9.05.

1.30 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO

Scope of Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations (as defined in Section 12.01) Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for

successive periods of ten (10) years each unless revoked, changed or amended as provided in Section 10.02.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Managers.

2.05 ACCESS EASEMENT: Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from the Owner's Lot to a public way, over and across the private roads, driveways and walkways located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over and across the private roads and driveways located on the Community Area for police, fire, ambulance, waste removal or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees and agents, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements of the Premises, as required or permitted hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility services to the Premises. In addition, each Owner of a Dwelling Unit shall have a perpetual easement for the continued existence and use of water, sewer, electric, gas or other utility lines and/or components of the air conditioning system which were originally installed by the Declarant or a utility company and which serve the Owner's Home, which utility lines or wiring may be located in the Community Area or on any other portion of the Premises, including, without limitation, under or through another Dwelling Unit. Any damage resulting from the exercise of any of the easements declared under this Section 2.08 shall be repaired by the party causing such damage.

2.09 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association

shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Managers deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Managers deems to be in the best interests of the Owners. Any proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Managers, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.10 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.11 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.08 and 2.09, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.12 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Dwelling Unit, any improvement which is intended to service and/or be part of the Dwelling Unit shall encroach upon any part of any other Dwelling Unit or upon the Community Area, or any improvement to the Community Area shall encroach upon any part of a Dwelling Unit, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Dwelling Unit or the Community Area:

- (a) the eaves, gutters, downspouts, fascia, flashings, and like appendages which serve the Home on the Dwelling Unit;
 - (b) the chimney which serves the Home on the Dwelling Unit;
 - (c) the air conditioning equipment which serves the Home on the Dwelling Unit;
- or
- (d) balconies, steps, porches, door entries and patios which serve the Home on the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted

under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.13 OWNERSHIP OF COMMUNITY AREA: The Community Area shall be conveyed to the Association free of mortgages no later than the Turnover Date; however any Community Area which is made subject to this Declaration after the Turnover Date shall be conveyed to the Association free of mortgages no later than ninety (90) days after such Community Area is made subject to this Declaration. Notwithstanding the foregoing, portions of the Community Area which may be located on public right of way shall not be conveyed to the Association, but the foregoing shall not negate the Association's obligation to maintain said Community Area.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA : If a tax bill is issued with respect to Community Area (which is not part of a Dwelling Unit) which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill for such year, and for any subsequent years.

ARTICLE THREE

Maintenance/Services/Alterations

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be furnished by the Association as a Community Expense:

(1) Grass cutting and added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area; however, the watering of landscaping on the Community Area, may be required to be furnished by the Owners and/or Residents pursuant to rules, regulations and procedures adopted from time to time by the Managers;

(2) Maintenance, repair and replacement of [any monument signs] and other improvements located on the Community Area;

(3) Maintenance (including snow removal), repair and replacement of any private roads, driveways (inclusive of sealcoating on a schedule deemed appropriate by the Managers), parking lots or parking areas (inclusive of sealcoating on a schedule deemed appropriate by the Managers) and walkways located on the Community Area; and

(4) [Maintenance, repair and replacement of cluster mailboxes located within or

adjacent to dedicated rights of way in accordance with the design, material and color as originally constructed by Declarant;] and

(5) To the extent not maintained by a utility company, maintenance, repair and replacement of the water sewer, electric, gas and other utility lines, including, without limitation, Private Water and Sewer Service Extensions, and components of air conditioning systems, if any, which (a) are located on the Premises, including, without limitation, those located in the Community Area and those which run under or through Homes and (b) serve more than one Home; and

(6) Subject to 3.03(b), all maintenance (including periodic painting), repairs and replacement to the Home Exteriors.

Repairs and replacements to a Home which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.04 shall be made as provided in Section 4.04.

3.03 MAINTENANCE BY OWNER:

(a) Maintenance (other than periodic painting), repairs, and replacements of windows, doors (including storm and garage doors) and screening on a Home shall be the responsibility of the Owner of the Home; however, at the option of the Managers, such work may be furnished by the Association and the cost thereof charged to the Owner of the Home based on actual cost, as determined by the Managers in its reasonable judgment.

(b) To the extent not maintained by a utility company, maintenance, repair and replacement of water, sewer, electric, gas and other utility lines, and components of the air conditioning system which serve only the Owner's Home and are located on any portion of the Premises, including, without limitation, on the Community Area, under the Owner's Home or other Homes, shall be the responsibility of the Owner of the Home served by such utility lines or air conditioning system.

(c) If, in the judgment of the Managers, an Owner fails to maintain those portions of the Owner's Dwelling Unit which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Dwelling Units in the Development or in compliance with rules and regulations adopted by the Managers from time to time, then the Managers may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Managers, in its sole judgment, then the Managers may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the

use, operation and maintenance of the Premises may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Managers, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Managers, the Owner is being charged disproportionately for costs allocable to the Community Area or Home Exteriors, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Managers is properly allocable to the Community Area and Home Exteriors and the amount thereof shall be Community Expenses hereunder.

Any determinations or allocations made hereunder by the Managers shall be final and binding on all parties.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of an Owner, damage shall be caused to the Premises and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Managers, to the extent not covered by insurance carried by the Association.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: Subject to the provisions of Article Nine, no alterations, additions or improvements shall be made to the Community Area without the prior written consent of the Managers, and, until the Declarant no longer owns or controls title to any portion of the Development Area, the prior written consent of the Declarant, and, if required under applicable Municipality ordinances, the approval of the Municipality. The Association may cause alterations, additions or improvements to be made to the Community Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than six (6) months assessments then in effect under the then current budget shall be approved in advance at a meeting of the Owners.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO HOME EXTERIORS : No additions, alterations or improvements (including, without limitation, changes in the exterior color) shall be made to any Home Exterior by an Owner or Resident without the prior written consent of the Managers and compliance with applicable ordinances of the Municipality, provided that building additions to Home Exteriors by the Owners of Homes are expressly prohibited. Further, in no instance may attached garages be converted to habitable space, nor shall detached garages be permitted. The Managers may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Home Exterior which requires the consent of the Managers upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such

standards as the Managers may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Community Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires Managers consent hereunder is made to a Home Exterior by an Owner without the prior written consent of the Managers, then the Managers may, in its discretion, take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Home Exterior to its original condition, all at the Owner's expense;

(b) If the Owner refuses or fails to properly perform the work required under (a), the Managers may cause such work to be done and may charge the Owner for the cost thereof as determined by the Managers; or

(c) Ratify the action taken by the Owner, and the Managers may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.08 WASTE REMOVAL: [Each Resident shall be responsible for establishing an account and service with a private waste hauler which will be responsible for providing waste disposal service to the Resident's Dwelling Unit. The cost thereof shall not be a Community Expense hereunder, and shall be billed directly to each Resident by said private waste hauler.]

ARTICLE FOUR Insurance/Condemnation

4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Premises. The Managers may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(b) Fidelity bonds indemnifying the Association, the Managers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Managers may deem desirable.

(c) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 HOME INSURANCE/DAMAGE:

(a) The Managers shall have the authority to and shall obtain what is currently commonly referred to as “bare wall” insurance for the Homes against loss or damage by fire and such other hazards as may be required under applicable requirements of Fannie Mae from time to time, as the Managers may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost to restore a Home to its “bare walls” condition. Premiums for such insurance shall be Community Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Managers or the Association, as trustee for each of the Owners of Homes. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance shall not be invalidated by any act or neglect of any Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the Association and the First Mortgagee of each Home, and (iv) shall contain waivers of subrogation with respect to the Association and its Managers, directors, officers, employees and agents (including the managing agent), Owners, occupants of the Home, First Mortgagees, the Declarant and/or shall name all such parties as additional insured parties as their interests may appear.

(b) The Managers may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Managers for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Managers shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Community Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Managers shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Homes, the Managers shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Home so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Homes. Payment by an insurance company to the Managers or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Managers of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Managers or the corporate trustee.

(c) Unless expressly advised to the contrary by the Managers, each Owner shall obtain his or her own insurance on the contents of the Owner's Home and the fixtures, furnishings and personal property therein which are not covered by the insurance obtained by the Managers, through what is currently commonly referred to as an “HO-6 policy”, which shall include all items inside the primer on the drywall of the Owner's Home, including, without limitation, floor coverings, wall coverings, ceiling coverings, built in cabinets, fixtures, appliances, air conditioning equipment, furnace/hot water heaters and sump and ejector pumps, regardless of

from whom or when such items were acquired. Such HO-6 policy shall also include the Owner's personal liability to the extent not covered by the liability insurance for the Owners obtained as part of the Community Expenses as above provided. The Managers shall have no obligation whatsoever to obtain any such HO-6 insurance coverage on behalf of an Owner.

(d) Each Owner of a Home hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the Declarant, the manager and the managing agent if any, and their respective employees and agents, for damage to the Home or to any personal property located in the Owner's Home caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

(e) In the case of damage by fire or other disaster to any Home (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement to the bare wall condition, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement to its bare wall condition.

(f) In the case of damage by fire or other disaster to any Home or building which contains Homes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement to its bare wall condition or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners of Homes shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting at which a quorum of at least 20% of the Homes are represented, the Managers shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment to be levied against all Homes and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Managers under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least two-thirds (2/3rds) of the votes cast by Voting Members representing Homes at such meeting.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) and (2) above or if a quorum is not present at such meeting, then the Managers may, at its discretion, call another meeting or meetings of the Owners of Homes to consider or reconsider, as applicable, the question of whether or not the Damaged Improvement shall be repaired or reconstructed.

(5) If the Voting Members representing Homes do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, then the Managers may, with the consent of the Owners representing 75% of the Homes in the damaged building and First Mortgagees representing 75% of the Homes subject to Mortgages in the damaged building, amend this Declaration to withdraw the Lot which includes the Damaged Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner of a Home shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Managers. From and after the effective date of the amendment referred to above in this paragraph, the Owners of Homes located on the Lot which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Homes if the amendment had not been Recorded; provided, that, the Lot shall continue to be subject to the provisions of Section 3.07 hereof and upon issuance of an occupancy permit for a building constructed on a Lot removed from the terms hereof as provided above, the Lot shall thereupon be subject to the terms hereof and the home to be constructed thereon shall become a Home hereunder.

(g) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Lot as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(h) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Managers. Any reconstruction of the building shall be subject to the provisions of Section 3.07.

4.03 OWNER RESPONSIBILITY: In addition to the coverage described in Section 4.02 above with respect to his Home, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Managers shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

4.04 WAIVER OF SUBROGATION: The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Homes, the Community Area, or to any personal property located in or on the Homes, or the Community Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Managers under Sections 4.01(a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents.

4.05 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall

be paid to the Association and such proceeds, together with any Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Managers, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares for each Dwelling Unit, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

ARTICLE FIVE The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be organized as a limited liability company under Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Premises and the maintenance, repair and replacement of the Community Area and Home Exteriors as more fully provided herein.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership for each Dwelling Unit. There shall be two classes of membership. The Declarant shall be the "Class B Member" with respect to each Dwelling Unit which it owns from time to time. Each Owner other than the Declarant shall be a "Class A Member" with respect to each Dwelling Unit which the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit owned by an Owner other than Declarant. The Declarant shall appoint a Voting Member for the Dwelling Units owned by Declarant. The Voting Member or his or her proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Managers and, if in the case of multiple individual Owners no designation is given, then the Managers at its election may recognize an individual Owner as the Voting Member for such Dwelling Unit.

5.04 MANAGERS: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time, who need not be Owners or Voting Members. After the Turnover Date, the Managers shall consist of that number of individuals provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners (other than the Declarant) shall have no voting rights. From and after the Turnover Date, all of the

voting rights at any meeting of the Association shall be vested in the Voting Members, and (a) each Voting Member who represents a Class A Member shall have one vote for each Dwelling Unit which the Voting Member represents and (b) each Voting Member who represents the Class B Member shall have ten (10) votes for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Operating Agreement) upon an affirmative vote of a majority of the votes cast by the Voting Members present at such meeting.

5.06 MANAGERS LIABILITY: None of the Managers or the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the Managers, and officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Association or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such indemnified party may be involved by virtue of such person being or having been such Managers provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Managers, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Manager.

5.07 ENGAGEMENT OF MANAGING AGENT: Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area and Home Exteriors. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Area and the Home Exteriors and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners of Dwelling Units as tenants in common.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the votes represented by the Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Managers (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

5.11 CONVERSION/MERGER: Prior to the Turnover Date, the Declarant, or after the Turnover Date, the Managers shall have the right, power and authority to convert the Association from an Illinois Limited Liability Company to an Illinois Not for Profit Corporation ("NFP Conversion"), as permitted under applicable laws of the State of Illinois, as amended from time to time ("IL Law"). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and/or the Managers, as applicable, to make, consent to, and execute such documents as may be required under Illinois Law on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant and/or the Managers to make, consent to, and execute the NFP Conversion and take such other actions as the Declarant and/or the Managers deem necessary or appropriate to carry out the intent of the NFP Conversion, including, without limitation, adopting By-Laws for the Association to replace the Operating Agreement.

ARTICLE SIX

Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Community Expenses, and accumulating reserves for any such expenses.

6.02 ASSESSMENTS: Each year on or before December 1, the Managers shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;
- (c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;
- (d) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above, minus the amount determined in (c) above;

(e) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Unit each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Dwelling Units, divided by 12, so that each Owner shall pay equal Community Assessments for each Dwelling Unit owned;

Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's then current plan for the Development ("Declarant's Development Plan") and (ii) all proposed Dwelling Units have been built, sold and are occupied. The Declarant's Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner's monthly share of the Community Assessment an amount equal to the budgeted Community Expenses as shown on the Stabilized Budget divided by the number of planned Dwelling Units as shown on the Declarant's Development Plan, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Dwelling Unit owned by the Owner, a monthly Community Assessment equal to what the Owner would be paying if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Dwelling Units have been built and are occupied. Declarant shall not be obligated to pay any Community Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments plus working capital contributions to the Association under Section 6.07(b)(i) payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessment, each Owner of a Dwelling Unit (other than Declarant prior to the Turnover Date) for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality shall pay to the Association, or as the Managers may direct, that portion of the Community Assessment, which is payable by each Owner of a Dwelling Unit under Section 6.02.

6.04 REVISED ASSESSMENT: If the Community Assessment proves inadequate for

any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Managers may increase or decrease the assessments payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Managers may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in equal shares. No special assessment shall be adopted without the affirmative vote Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Managers shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Managers. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain a special reserve account (the "Capital Reserve") to be used solely for making capital expenditures in connection with the repair and replacement of the following "Reserve Items": (i) improvements located on the Community Area, including without limitation any private roads located on the Community Area; (ii) driveways, walkways and other improvements located on the Community Area; (iii) Home Exteriors; and (iv) Private Water and Sewer Service Extensions. The Managers shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Reserve Items and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Reserve Items and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Reserve Items shall be held by the Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Managers appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Managers deems to be appropriate based on information available to the Managers. Managers elected by the Owners after the Turnover Date may use different approaches from those used by Managers appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Reserve Items. If the Managers choose not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Managers does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Managers nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Managers shall have the right and power to either levy

a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessment.

6.07 INITIAL CAPITAL CONTRIBUTION:

(a) Upon the closing of the first sale of any Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in the amount of One Thousand Dollars (\$1,000.00).

(b) The payments made pursuant to (a) above shall be paid to the Association to be held and used by the Association for its working capital needs.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven. Any advance assessment payment made hereunder shall be applied as an advance payment of assessments with respect to such period; however, if assessments increase during such period the Owner of the Dwelling Unit shall be required to pay the amount of the increase.

ARTICLE SEVEN

Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Dwelling Unit, as applicable. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of 10 % per annum from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the

Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the applicable Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY MANAGERS: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Operating Agreement, or rules or regulations of the Managers, where such violation or breach may be cured or abated by affirmative action, then the Managers, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE MANAGERS: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder, the Managers may levy a fine or the Managers may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Dwelling Unit to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Managers in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 10% per annum, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

7.09 ENFORCEMENT BY MUNICIPALITY: The Municipality is hereby granted the right, but shall not be obligated, to enforce covenants and obligations of the Association or the Owners hereunder. If the Association or one or more Owners fail to comply with any covenants and obligations hereunder, the Municipality shall have the right (but shall not be obligated) to give notice to the Association or the offending Owner of the Owner's failure to perform the Owner's obligations. If such notice is given and the Association or the offending Owner or Owners do not perform to the reasonable satisfaction of the Municipality within thirty (30) days after the giving of such notice, then the Municipality may (but shall not be obligated to) enter upon the Premises and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Municipality. The Association or the offending Owner or Owners shall, upon demand, reimburse the Municipality for the reasonable cost of such work, and if payment is not made within thirty (30) days after demand, then the amount due, plus reasonable costs of collection, including reasonable attorneys' fees, shall become a lien on the property of the offending Owner or Owners or, in the case of the Association, the property of the Association, effective as of the date on which such work was completed; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Dwelling Unit Recorded prior to the date on which any such cost becomes a lien against the Dwelling Unit as provided above.

7.10 BACKUP SPECIAL SERVICE AREA: The Municipality may establish one or more Backup Special Service Areas to give the Municipality the power to levy taxes to pay the cost of furnishing any or all maintenance, repairs and replacements required to be furnished by the Association hereunder if the Association fails to do so and the Municipality chooses to furnish such services.

ARTICLE EIGHT Use Restrictions

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Premises, except as permitted by the Managers or as permitted under Article Nine.

8.02 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Premises. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish and refuse shall be deposited in such areas and in such receptacles as shall be designated from time to time by the Managers or the Municipality.

8.03 SATELLITE DISHES/ANTENNAS: Subject to applicable federal, state or local laws, ordinances or regulations, no television antenna, radio receiver or transmitter, satellite dish or other similar device shall be attached to or installed on any portion of any Premises without the approval of the Managers; provided, that a satellite dish of less than twenty-four (24) inches in diameter may be installed in the rear or side yard of a Home or on the roof of a Home as long as it is not visible from the front of the Home. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

8.04 RESIDENTIAL USE ONLY: Each Dwelling Unit shall be used only as a residence; provided that no Owner shall be precluded, with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom. Notwithstanding the foregoing, to the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Dwelling Unit.

8.05 PARKING: No commercial vehicle, recreational vehicle, snowmobile, motorcycle or other motorized vehicle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any portion of the Premises other than on a driveway or in a garage with the garage door closed. Unless otherwise specifically permitted by the Managers or pursuant to rules and regulations adopted by the Managers, a driveway serving a Dwelling Unit may only be used to park (i) no more than one commercial vehicle which does not exceed a "Class B" license plate definition, per Illinois Vehicle Code, provided that said commercial vehicle may not encroach over the sidewalk, alley way or street curb adjacent to said driveway, (ii) recreational vehicles, snowmobiles, boats, trailers, hitches or other similar personal property for a period not to exceed 48 hours at a time, and (iii) operable automobiles.

8.06 PETS: No animal of any kind shall be raised, bred or kept in the Community Area. The Managers may from time to time adopt rules and regulations governing (a) the keeping of pets in a Home, which may include prohibiting certain species of pets from being kept in a Home, and (b) the use of the Community Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Managers to the Owner of the Home containing such pet and the decision of the Managers shall be final.

8.07 NO NUISANCE: No noxious, offensive or illegal activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.08 RULES AND REGULATIONS: The use, occupancy and enjoyment of the Community Area and Dwelling Units shall at all times be subject to reasonable rules and regulations adopted from time to time by the Managers.

8.09 FENCING: No fence of any type shall be permitted on any Dwelling Units.

8.10 SHEDS: Sheds and other accessory structures are prohibited on Dwelling Units.

8.11 WATERING: The Managers may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Community Area. Without limiting the foregoing, the Managers may require the Owner of a particular Dwelling Unit to be responsible for watering specific portions of the Premises as designated from time to time by the Managers.

8.12 POOLS: No swimming pool of any type shall be permitted on any Dwelling Units or on any Community Area.

ARTICLE NINE
Declarant's Reserved Rights and
Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the Operating Agreement, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the Operating Agreement to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights reserved to the Declarant in this Article shall terminate at such time as the Declarant is no longer vested with or in control of title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any home owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units or to the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

9.05 DECLARANT CONTROL OF ASSOCIATION: Prior to the Turnover Date, the

Managers shall be the Declarant, or one or more entities or persons designated by Declarant from time to time who need not be Owners or Voting Members. Initially the Declarant shall be the sole Manager. Declarant's rights under this Section to manage the affairs of the Association or designate the Managers, shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) ten (10) years from the date of Recording hereof or (iv) at such time as required by applicable law. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". The Declarant may appoint Owners (other than representatives of the Declarant) from time to time to be and act as non-voting counselors to the Managers. From and after the Turnover Date, the Managers shall be constituted and elected as provided in the Operating Agreement. Prior to the Turnover Date all voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable in whole or in part. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 DESIGN AND MAINTENANCE CONTROLS:

(a) The Declarant shall have the right and power from time to time to adopt reasonable rules, regulations, guidelines, and standards governing the design and exterior finish (including color) of all improvements or landscaping from time to time constructed, installed or proposed to be constructed, installed or modified on the Premises. Without limiting the foregoing, no earthmoving, filling, dredging, grading, excavating, installation of landscaping, alteration of landscaping, construction of a building, driveway, walkway, signs or other advertising or promotional devices or any other temporary or permanent improvement to any portion of the Premises or any modification, alteration, renovation, addition or removal of any of the foregoing, including change of exterior color ("Regulated Work") shall be commenced or maintained with respect to any portion of the Premises without the prior written consent of the Declarant to the plans therefor, which consent may be granted or withheld in Declarant's sole and absolute discretion. The Declarant reserves the right and power to promulgate and amend from time to time standards, policies, procedures and guidelines in order to implement the foregoing. If any Regulated Work which requires Declarant approval as provided above is commenced without obtaining the required written consent of the Declarant, then the Declarant may seek any remedy or take any action provided for herein or permitted at law or in equity in order to enforce the provisions hereof, including injunctive relief to stop work and/or restore the portion of the Premises to its condition prior to the commencement of the work. Declarant's decision to

approve or disapprove Regulated Work in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for Regulated Work subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

(b) The Declarant shall have the right and power from time to time to adopt rules, regulations, guidelines, and standards governing the maintenance and upkeep of portions of the Premises, including without limitation, improvements thereto, signs, advertising and landscaping thereon. Without limiting the foregoing, those portions of the Premises on which construction of improvements has not yet commenced shall at all times be maintained in a neat and clean condition and all weeds shall be periodically cut. If in the sole judgment of the Declarant a portion of the Premises is not being maintained in good condition and repair or the appearance of any such portion of the Premises is not of the character and quality of that of other portions of the Premises or is not in compliance with rules, regulations, guidelines, and standards adopted from time to time by the Declarant, then without limiting any rights or remedies available to the Declarant hereunder, at law or in equity, Declarant shall have the right to enter upon any such portion of the Premises and perform any maintenance or repair work which it deems necessary or appropriate. The cost of any such work shall be charged to the Owner or party responsible for maintenance of such portion of the Premises if different from the Owner, and shall be payable to the Declarant upon demand. In the event that the party charged for such work fails to make prompt payment of any such amount within thirty (30) days after demand, such amount shall become and continue to be a lien upon the portion of the Premises owned by such party until such time as payment is made in full; provided, that any such lien shall be subordinate to the lien of any First Mortgage on a Dwelling Unit Recorded prior to the date on which any such amount becomes a lien against a Dwelling Unit as provided above.

(c) Any one or more of the rights and powers of the Declarant under this Section may be delegated to one or more individuals or entities designated from time to time by the Declarant.

(d) Subject as hereinafter provided, from time to time, the Declarant may enter into an agreement ("Transfer Agreement") with the Association whereby the Declarant assigns and transfers to the Association some or all of its rights and powers under Subsections (a) and (b). Any Transfer Agreement shall be executed by both the Declarant and the Association and shall be Recorded; provided, that the execution of the Transfer Agreement by the Association shall be approved in advance by action of the Voting Members at an annual meeting or special meeting of the Voting Members. A Transfer Agreement may include such terms as are agreed upon between the Declarant and the Association. From and after the recording of a Transfer Agreement, the rights and powers of the Declarant under Subsections (a) and (b) which are transferred to the Association pursuant to the Transfer Agreement shall be administered as provided in the Transfer Agreement. Any rights and powers of the Declarant under Subsections (a) and (b) which are not transferred to the Association pursuant to a Transfer Agreement shall expire and terminate at such time as (i) the Development has been fully developed and improved per Declarant's Development Plan and (ii) the Declarant no longer holds or controls title to any portion of the Development Area.

ARTICLE TEN

Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, and (vi) to grant easements and provide for cost sharing arrangements with respect to Community Area which will serve other homes located on the Development Area and/or to enter into cost sharing arrangements with one or more homeowners associations which administer other portions of the Development Area. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declaration to record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument executed by Owners of at least seventy-five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) Article Nine, and any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant, and (iii) Sections 7.09 and 7.10 and any other provision relating to the rights of the Municipality may be amended only with the written consent of the Municipality. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN

First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Community Area or the Home on the Dwelling Unit subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Dwelling Unit subject to the First Mortgagee's mortgage;

(g) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Declaration, the Operating Agreement or the rules and regulations of the Association which is not cured within thirty (30) days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Dwelling Units (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other

Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Dwelling Unit; or

(2) The withdrawal of the Premises from the provisions of this Declaration.

However, in no event shall the consent of Eligible First Mortgagees be required with respect to any action taken by Declarant pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within thirty (30) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE

Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of said twenty (20) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent Voting Members representing at least 2/3rds of the votes held by the Voting Members is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to

reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, and Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02, as applicable, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

ARTICLE THIRTEEN

Party Walls

13.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate

Homes shall constitute and be a "Party Wall", and the Owner of a Home immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

13.02 RIGHTS IN PARTY WALL: Each Owner of a Home, which includes a portion of a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

13.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Home.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Homes to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Home Exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Managers may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Home.

13.04 CHANGE IN PARTY WALL: Any Owner of a Home who proposes to modify, rebuild, repair or make additions to any structure upon his Home in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Home and the Managers, in addition to meeting any other requirements which may apply. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant concerning the structural integrity of the Party Wall or of either the Homes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to an adjacent Home or improvements thereto.

13.05 ARBITRATION: In the event of a disagreement between Owners of Homes

adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Managers and the decision of the Managers shall be final and binding.

ARTICLE FOURTEEN

Miscellaneous

14.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the Operating Agreement shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is held by a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit. 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 lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

14.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Dwelling Unit from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Dwelling Unit and, accordingly, no Owner of a Dwelling Unit shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

14.07 MUNICIPAL ORDINANCES AND REGULATIONS: Notwithstanding anything in this Declaration to the contrary, to the extent ordinances, regulations and requirements of the Municipality (collectively, the "Municipal Requirements") are more restrictive than requirements set forth in this Declaration, the Municipal Requirements shall be deemed to govern and control as if fully set forth herein, and it shall be the responsibility of each Owner of a Dwelling Unit to comply with the applicable Municipal Requirements.

(Signature page to follow)

Dated: _____, 2024

DECLARANT:

D.R HORTON, INC.-MIDWEST

By: _____
Its _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the Division President of D.R. Horton, Inc.-Midwest, a California corporation, personally known to be to be the same person whose name is subscribed to the foregoing instrument as such Division President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 2024.

Notary Public

**EXHIBIT A TO
DECLARATION FOR GRANDE RESERVE TOWNES**

- A) THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 3010 IN GRANDE RESERVE UNIT 7, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004 AS DOCUMENT NUMBER 200400023008 SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHERN RAILROAD COMPANY; THENCE NORTH 73 DEGREES 22 MINUTES 16 SECONDS EAST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, NAD 83), ALONG SAID SOUTH LINE, 1,088.21 FEET, TO THE MOST NORTHERLY NORTHWEST CORNER OF LOT 3016 OF GRANDE RESERVE UNIT 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 200500028116; THENCE ALONG THE WEST LINE OF SAID LOT 3016 FOR THE FOLLOWING 5 COURSES; 1) THENCE SOUTH 18 DEGREES 26 MINUTES 52 SECONDS EAST, 154.36 FEET; 2) THENCE SOUTH 88 DEGREES 05 MINUTES 00 SECONDS EAST, 108.29 FEET; 3) THENCE SOUTH 80 DEGREES 49 MINUTES 39 SECONDS EAST, 215.66 FEET; 4) THENCE SOUTH 69 DEGREES 46 MINUTES 24 SECONDS EAST, 218.03 FEET; 5) THENCE SOUTH 47 DEGREES 59 MINUTES 52 SECONDS EAST, 132.80 FEET, TO A 1 INCH IRON PIPE AT THE NORTHEAST CORNER OF LOT 774 IN SAID UNIT 9; THENCE SOUTH 51 DEGREES 26 MINUTES 02 SECONDS WEST, ALONG NORTH LINE OF SAID LOT, 78.04 FEET, TO 1 INCH PIPE AT THE NORTHEAST CORNER OF LOT 773 IN SAID UNIT 9; THENCE SOUTH 49 DEGREES 54 MINUTES 35 SECONDS WEST, 163.33 FEET, TO THE WEST RIGHT-OF-WAY LINE OF MATLOCK DRIVE HERETOFORE DEDICATED PER DOCUMENT 200500028116 SAID LINE ALSO BEING A NON-TANGENT CURVE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING 6 COURSES: 1) THENCE SOUTHEASTERLY, 72.16 FEET, ALONG SAID NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 117.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 29 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 71.02 FEET, TO A POINT OF TANGENCY; 2) THENCE SOUTH 11 DEGREES 49 MINUTES 06 SECONDS EAST, 135.73 FEET, TO A POINT OF CURVATURE; 3) THENCE SOUTHERLY, 203.87 FEET, ALONG A CURVE, CONCAVE EAST, HAVING A RADIUS OF 733.00 FEET, A CHORD BEARING SOUTH 19 DEGREES 47 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 203.21 FEET, TO A POINT OF TANGENCY; 4) THENCE SOUTH 27 DEGREES 45 MINUTES 15 SECONDS EAST, 66.67 FEET, TO A POINT OF CURVATURE; 5) THENCE SOUTHEASTERLY, 22.46 FEET, ALONG A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 483.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 05 MINUTES 10 SECONDS EAST, AND A CHORD DISTANCE OF 22.46 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHERLY, 36.40 FEET, ALONG A CURVE, CONCAVE WEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 11 DEGREES 17 MINUTES 46 SECONDS WEST, AND A CHORD DISTANCE OF 33.27 FEET, TO THE NORTH LINE OF AFORESAID UNIT 7, SAID LINE ALSO BEING THE NORTH RIGHT-OF-

WAY LINE OF GRANDE TRAIL HERETOFORE DEDICATED PER DOCUMENT 200400023008; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING 6 COURSES; 1) THENCE SOUTH 53 DEGREES 00 MINUTES 37 SECONDS WEST, 158.23 FEET, TO A POINT OF CURVATURE; 2) THENCE WESTERLY, 350.53 FEET, ALONG A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING SOUTH 70 DEGREES 47 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 344.93 FEET, TO A POINT OF TANGENCY; 3) THENCE SOUTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 384.27 FEET, TO A POINT OF CURVATURE; 4) THENCE WESTERLY, 205.41 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 535.00 FEET, A CHORD BEARING SOUTH 77 DEGREES 33 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 204.15 FEET, TO A POINT OF COMPOUND CURVATURE; 5) THENCE SOUTHWESTERLY, 227.96 FEET, ALONG A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 335.00 FEET, A CHORD BEARING SOUTH 47 DEGREES 03 MINUTES 49 SECONDS WEST, AND A CHORD DISTANCE OF 223.59 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHWESTERLY, 30.31 FEET, ALONG A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 62 DEGREES 17 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 28.48 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF FREEDOM PLACE HERETOFORE DEDICATED PER DOCUMENT 200400023008 AND POINT OF TANGENCY; THENCE NORTH 82 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE, 77.23 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, 191.99 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING SOUTH 87 DEGREES 01 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 191.01 FEET, TO THE EAST LINE OF LOT 3010 IN AFORESAID UNIT 7; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING 14 COURSES;

- 1) NORTH 14 DEGREES 30 MINUTES 09 SECONDS WEST, 44.16 FEET, TO A 1 INCH IRON PIPE;
- 2) THENCE NORTH 80 DEGREES 30 MINUTES 07 SECONDS WEST, 113.50 FEET, TO A 1 INCH IRON PIPE;
- 3) THENCE NORTH 42 DEGREES 33 MINUTES 21 SECONDS WEST, 79.74 FEET, TO A 1 INCH IRON PIPE;
- 4) THENCE NORTH 26 DEGREES 48 MINUTES 19 SECONDS WEST, 120.62 FEET, TO A 1 INCH IRON PIPE;
- 5) THENCE NORTH 18 DEGREES 59 MINUTES 06 SECONDS WEST, 139.03 FEET, TO A 1 INCH IRON PIPE;
- 6) THENCE NORTH 08 DEGREES 49 MINUTES 16 SECONDS WEST, 177.96 FEET, TO A 1 INCH IRON PIPE;
- 7) THENCE NORTH 00 DEGREES 51 MINUTES 07 SECONDS EAST, 68.91 FEET, TO A 1 INCH IRON PIPE;

8) THENCE NORTH 11 DEGREES 28 MINUTES 36 SECONDS EAST, 76.97 FEET;

9) THENCE NORTH 09 DEGREES 21 MINUTES 03 SECONDS EAST, 72.18 FEET,
TO A 1 INCH IRON PIPE;

10) THENCE NORTH 13 DEGREES 06 MINUTES 39 SECONDS EAST, 124.19 FEET,
TO A 1 INCH IRON PIPE;

11) THENCE NORTH 21 DEGREES 29 MINUTES 11 SECONDS EAST, 93.60 FEET;

12) THENCE NORTH 24 DEGREES 30 MINUTES 31 SECONDS EAST, 67.03 FEET,
TO A 1 INCH IRON PIPE;

13) THENCE NORTH 02 DEGREES 45 MINUTES 51 SECONDS WEST, 43.82 FEET,
TO A 1 INCH IRON PIPE;

14) THENCE NORTH 18 DEGREES 09 MINUTES 34 SECONDS WEST, 55.89 FEET,
TO SAID POINT OF BEGINNING,

B) All land located within 2500 feet of the exterior boundaries of the property described in subparagraph A) above.

**EXHIBIT B TO
DECLARATION FOR GRANDE RESERVE TOWNES**

The Premises

- I. Premises:
 To Come Following Plat Recording

- II. Lots:
 To Come Following Plat Recording

- III. Community Area:
 To Come Following Plat Recording

**EXHIBIT C TO
DECLARATION FOR GRANDE RESERVE TOWNES**

Operating Agreement

OPERATING AGREEMENT
OF
THE GRANDE RESERVE TOWNES HOMEOWNERS ASSOCIATION, LLC

This Operating Agreement is entered into as of _____, 2024, in Schaumburg, Illinois, between The Grande Reserve Townes Homeowners Association, LLC, an Illinois limited liability company (the “Association”), and D.R. Horton, Inc. - Midwest, a California corporation, its sole Member (sometimes referred to herein as the “Declarant”).

A. Articles of Organization for the Association were filed with the Secretary of State of Illinois on _____, 2024; and

B. Declarant desires to set forth the terms and conditions governing the management, operation and affairs of the Association.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
NAME OF ASSOCIATION

The full legal name of the Association is The Grande Reserve Townes Homeowners Association, LLC.

ARTICLE II
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of the Association are to act on behalf of its Members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property, for the promotion of the health, safety and welfare and the common use and enjoyment thereof by Members of the Association. This Operating Agreement is subject to the provisions of the Declaration for Grande Reserve Townes (“Declaration”) recorded with the Office of the Recorder of Deeds for Kendall County, Illinois, as amended or supplemented from time to time. All terms used herein (if not otherwise defined herein) shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the Illinois Limited Liability Company Act (the “Act”), the Declaration and this Operating Agreement.

2.03 TAX STATUS. It is intended that the Association shall be treated as an association taxable as a corporation and, to the extent determined from time to time by the Board (as hereafter defined), shall elect to be treated as a “homeowners association” under Section 528 of the Internal Revenue Code, or any successor provision thereto.

ARTICLE III OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association’s principal office shall be maintained on the Development Area or at the office of the managing agent employed by the Association, if any.

ARTICLE IV MEETINGS AND ACTIONS OF MEMBERS

4.01 MEMBERSHIP. The Owner from time to time of each Dwelling Unit shall automatically be a “Member” of the Association. There shall be one membership per Dwelling Unit. There shall be two (2) classes of membership. The Declarant shall be the “Class B Member” with respect to Dwelling Units which it owns from time to time. Each owner other than the Declarant shall be a “Class A Member” with respect to each Dwelling Unit the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit.

4.02 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Dwelling Unit, in writing or by electronic notice to the Association, and such representative shall be deemed a “Voting Member”, as defined in the Declaration; provided, that, prior to the First Meeting (as defined in Section 4.04 below), the voting rights shall be vested exclusively in the Class B Member (the Declarant) and Owners other than Declarant shall have no voting rights. From and after the First Meeting, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Dwelling Unit owned by a Class A Member shall have one vote for each Dwelling Unit which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Dwelling Unit which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 PLACE OF MEETING; QUORUM: Meetings of the Members shall be held at the principal office of the Association or at such other place in Kendall County, Illinois, as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Voting Members representing at least twenty percent (20%) of the total votes shall constitute a quorum; provided, however, that in the event quorum is not met for a particular meeting, the number of Voting Members required for quorum shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting, including any matter which, under the Act, would otherwise require the unanimous consent of the Members.

4.04 ANNUAL MEETINGS: The first meeting of the Members ("First Meeting") shall be held upon not less than twenty-one (21) days' written notice given by the Declarant to the Members. If not called earlier by the Declarant, the First Meeting shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members ("Annual Meeting") on the anniversary of the First Meeting, or at such other reasonable time or date (not more than thirty (30) days before or after such date) upon not less than twenty-one (21) days written notice given by the Board to the Members.

4.05 SPECIAL MEETINGS: A special meeting of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. A special meeting shall be called by written notice to the Members by Declarant (prior to the First Meeting), a majority of the Board (after the First Meeting), or by twenty percent (20%) of the Voting Members (after the First Meeting), and delivered not less than twenty-one (21) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally, by U.S. Mail or by E-mail to the Members, addressed to such Member at the address given by such Member to the Board for the purpose of service of such notice or to the Lot of the Member, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

4.07 NO DUTY OWED BY MEMBERS: Except as otherwise provided herein or in the Declaration, a Member who is not also a Manager (as hereafter defined) owes no duty to the Association or to the other Members solely by reason of being a Member.

4.08 NO SERVICES DUE FROM MEMBERS: No Member shall be required to perform any services for the Association solely by reason of being a Member. No Member shall be entitled to any compensation for any services performed by such Member for the Association unless otherwise determined by the Board.

4.09 INDEMNIFICATION: The Association shall indemnify each Member for all authorized acts performed by such Member in respect of the Association, to the full extent permitted by the Act, but in no event for a Member's material breach of this Operating Agreement, criminal conduct, gross negligence or any fraudulent act committed by the Member.

ARTICLE V BOARD OF MANAGERS

5.01 IN GENERAL: After the First Meeting, the affairs of the Association shall be vested in the board of managers (the "Board"), which shall consist of five (5) persons (each a "Manager" and, collectively, the "Managers"), or such other number of persons as shall be fixed from time to time by the affirmative vote of not less than fifty percent (50%) of the Voting Members.

5.02 DECLARANT AS MANAGER: Anything herein to the contrary notwithstanding, the Declarant shall be the sole Manager and sole member of the Board until the First Meeting.

5.03 DELIVERY OF DOCUMENTS: Within sixty (60) days of the First Meeting, the Declarant shall deliver to the Board:

- (a) Original copies of the Declaration, this Operating Agreement and the Association's Articles of Organization and any other documents filed with the Secretary of State of the State of Illinois.
- (b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant.
- (c) All Association funds and bank accounts.
- (d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the property to the Association.

5.04 ELECTION: At the First Meeting, the Voting Members shall elect a full Board to replace the Declarant as the sole Manager. The three (3) candidates receiving the greatest number of votes shall each serve a two-year term and the two (2) candidates receiving the next greatest number of votes shall each serve a one- year term. Thereafter, each Manager shall serve a two-year term. Each Manager shall hold office until his term expires or until his successor has been elected and qualified. Managers may succeed themselves in office. In all elections for Managers, each Class A Member shall be entitled to the number of votes equal to the number of Managers to be elected, and the Class B Member shall be entitled to the number of votes equal to the number of Managers to be elected times ten (10). Cumulative voting shall not be permitted; provided that the Class B Member shall be entitled to cast up to 10 votes for each candidate that the Class B Member votes for.

5.05 BOARD MEETINGS: After the First Meeting, regular meetings of the Board shall be held at such time and place as shall be determined at the Annual Meeting or, from time

to time, by a majority of the Board, provided that (i) the Board shall hold its first meeting within thirty (30) days of the First Meeting, and (ii) not less than four (4) Board meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Manager, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting and such notice shall be posted conspicuously on the Premises so as to inform the Members of such meetings.

5.06 SPECIAL MEETINGS: After the First Meeting, a special meeting of the Board may be called by the President or at least one-third (1/3) of the Managers then serving.

5.07 WAIVER OF NOTICE: Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.08 QUORUM: A majority of the Managers serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Managers are present at said meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present ("Board Action").

5.09 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, this Operating Agreement, and the Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a managing agent upon such terms and with such authority as the Board may approve;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area and Home Exteriors for which the Association is responsible under the Declaration and this Operating Agreement;
- (d) To procure insurance as provided for under the Declaration;
- (e) To estimate and provide each Member with an annual budget showing the Community Expenses;
- (f) To set, give notice of, and collect from the Members, Community Assessments and other assessments, as provided in the Declaration;
- (g) To pay the Community Expenses;

(h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;

(i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Community Area, and for the health, comfort, safety and general welfare of the Members and Residents. Written notice of any such rules and regulations or amendments thereto shall be given to all Residents affected thereby;

(j) To delegate the exercise of its power to committees appointed pursuant to Article IX of this Operating Agreement;

(k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof; and

(l) To convey all or substantially all of the Association's assets to, or to merge with, another entity, including a not-for-profit corporation, to the extent permitted by law.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Managers shall receive no compensation, except as expressly provided in a resolution duly adopted by not less than 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Manager shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Manager.

5.11 REMOVAL OR RESIGNATION OF A MANAGER: Prior to the First Meeting, the Declarant may not be removed as Manager without the Declarant's written consent. After the First Meeting, any Manager may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Managers then serving at any Annual Meeting or at a special meeting called for such purpose. Any Manager may resign at any time by submitting his written resignation to the Board. If after the First Meeting, a Manager ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Manager who resigns may be appointed by a majority of the remaining Managers at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

5.12 NO EXCLUSIVE DUTY: Except as otherwise provided in this Operating Agreement, the Managers shall not be required to manage the Association as their sole and exclusive function and the Managers may have other business interests and engage in other activities in addition to those relating to the Association. Neither the Association nor any Member shall have any right to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom.

5.13 LIMITATION OF LIABILITY: The Managers shall perform the duties of the Manager in good faith, in a manner which the Managers believe to be in the best interests of the

Association, and with such care as an ordinarily prudent individual in a like position would use under similar circumstances. See Section 5.06 of the Declaration for provisions concerning limitations on the liability of Managers and other indemnification provisions.

5.14 INDEMNIFICATION: The Association shall indemnify each Manager for all acts performed by the Manager in respect of the Association, to the full extent permitted by the Act, but in no event for fraud, deceit, theft, misappropriation, embezzlement, willful misconduct or gross negligence relating to the Association.

ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate and shall hold office at the discretion of the Board. After the First Meeting, officers shall be Managers and shall be elected annually at the first Board meeting following the Annual Meeting.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Managers in office, either with or without cause. Any officer may resign at any time by submitting his or her written resignation to the Board. If after the First Meeting, an officer ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of an officer who resigns or is removed may be appointed by the Board at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and at all meetings of the Board and shall execute amendments to the Declaration and this Operating Agreement as provided in the Declaration and this Operating Agreement.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have charge of such other books, papers and documents as the Board may prescribe;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services, except as expressly provided by a resolution duly adopted by not less than 75% of the Voting Members.

ARTICLE VII
INTENTIONALLY OMITTED

ARTICLE VIII
INTENTIONALLY OMITTED

ARTICLE IX
COMMITTEES DESIGNATED BY BOARD

9.01 BOARD COMMITTEES: The Board may, by Board Action, designate one or more committees. Each committee designated by the Board after the First Meeting shall consist of two or more Managers, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed by law upon the Board or any individual Manager.

9.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by Board Action. Except as otherwise provided in such resolution, members of each such special committee shall be Members or Voting Members and the President shall appoint the members of such special committee, as well as a Manager to act as the liaison between the special committee and the Board. Any member of such special committee may be removed by the President whenever in his or her judgment the best interests of the Association shall be served by such removal. The powers and the duties of any standing committee shall be as set from time to time by resolution of the Board. The President shall designate a Manager (who shall act as the liaison between the standing committee and the Board) to serve as the chairman of each standing committee, and the other members of the standing committee (who need not be Managers) shall be appointed and removed from time to time by such chairman.

9.03 TERM: Each member of a committee shall continue as such until the next Annual Meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

9.04 CHAIRPERSON: Except as otherwise provided in Section 9.02, one member of each committee shall be appointed chairperson.

9.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

9.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

9.07 RULES: Each committee may adopt rules for its own governance not inconsistent with the Declaration, this Operating Agreement or with rules adopted by the Board.

ARTICLE X CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.01 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by this Operating Agreement, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

10.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

10.03 BANK ACCOUNTS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

10.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE XI FISCAL MANAGEMENT

11.01 FISCAL YEAR: The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

11.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year, the Board shall furnish each Member with a statement of the income and disbursements of the Association for such fiscal year.

11.03 SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from a Member, the Board shall provide the Member with a statement containing the following information:

- (a) The status of the Member's account and the amount of any unpaid assessments or other charges due and owing from the Member; and
- (b) The status and amount of any and all Capital Reserves.

11.04 ASSESSMENT PROCEDURE: Community Assessments and special assessments shall be made and collected as provided in the Declaration.

ARTICLE XII TRANSFER OF MEMBERSHIP

12.01 MEMBERSHIP: The Owner of each Dwelling Unit shall automatically be a Member of the Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Association shall be given written notice of a proposed change of ownership of a Dwelling Unit within ten (10) days prior to such change. Any attempt to transfer membership in the Association separate from ownership of a Dwelling Unit shall be invalid, null and void, and of no force and effect.

12.02 NO VOLUNTARY DISSOCIATION: Except as otherwise provided by Section 12.01 above, a Member shall not be permitted to voluntarily dissociate from the Association.

ARTICLE XIII BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record including the following: (i) the names and last known address of the Members, setting forth the date on which each became a Member; (ii) a copy of the Articles of Organization of the Association, as amended or restated, together with executed copies of any powers of attorney pursuant to which any articles, applications, or certificates have been executed; (iii) copies of the Association's financial statements and federal, state, and local income tax returns and reports for the three (3) most recent years, where applicable; and (4) copies of the Operating Agreement and any amendments thereto. All books and records of the Association may be inspected and copied by any Member, or his or her mortgagee, agent or attorney, at any reasonable time. The Member shall reimburse the Association for all costs and expenses incurred by the Association in connection with that Member's inspection and copying of such records.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01 GOVERNING LAW. This Operating Agreement shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to its rules governing conflict of laws.

14.02 VALIDITY. The provisions of this Operating Agreement are intended to be interpreted and construed in a manner which renders them valid and enforceable. In the event that any provision of this Operating Agreement is found to be invalid or unenforceable, such provision shall be deemed excised from this Operating Agreement without affecting the validity or enforceability of any of the remaining provisions hereof.

14.03 JURISDICTION AND VENUE. All disputes arising under or in connection with this Operating Agreement shall be resolved and disposed of by the federal and state courts located in the County where the Declaration is recorded, and the Association, Managers, and Members irrevocably consent to the exclusive personal jurisdiction of such courts and venue therein.

ARTICLE XV AMENDMENTS

This Operating Agreement may be amended or modified at any time, or from time to time, by the affirmative vote of two-thirds of the Managers then serving provided, that (a) no provision of this Operating Agreement may be amended or modified so as to conflict with the provisions of the Declaration or the Act, and (b) no provision of this Operating Agreement which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the first date set forth above.

ASSOCIATION:

The Grande Reserve Townes Homeowners
Association,
LLC, an Illinois limited liability company

By: D.R. Horton, Inc. – Midwest, a California
corporation

By: _____
Its: _____

MEMBER/DECLARANT:

By: D.R. Horton, Inc. – Midwest, a California
corporation

By: _____
Its: _____



April 16, 2024



Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: Grande Reserve Units 10 & 11
Final Engineering Review – 1st Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (51 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Landscape Plans (9 Sheets) dated March 22, 2024, prepared by Gary R. Weber Associates.
- Final Plat of Subdivision – Unit 10A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Plat of Subdivision – Unit 11A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Stormwater Management Report dated March 19, 2024, prepared by Manhard Consulting.

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

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies at the appropriate time.
 - a. IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
 - b. IEPA Water and Sanitary permits shall be submitted for review and distribution to the City for signatures.
 - c. Fox Metro Water Reclamation District approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
2. The following will need to be submitted:
 - a. An engineer's estimate needs to be provided and must include all public improvements within the ROW including utility connections and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount.
 - b. City of Yorkville Stormwater Permit Application

3. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.

Final Engineering Plans

Sheet 1 – Cover Sheet

4. Include contact information for Fox Metro on the cover sheet.
5. Plans shall be signed and sealed by a Professional Engineer prior to final approval.

Sheet 8 – Site Dimension, Street Lighting & Signage Plan

6. Proposed signage should be shown on the plan.

Sheet 9-10 – Overall Utility Plans

7. The Utility Notes should state that water main must be installed a minimum of 5'-6" from finished grade. This comment is typical for the note on all utility sheets.
8. Show all hydrant leads.
9. Show the existing storm and sanitary structures.
10. Proposed streetlights should be shown on this plan.
11. It is recommended that the 90° bends in the water main be replaced with 45° bends.
12. Trench backfill should be shown to be used under and within 2 feet of all paved areas.
13. Indicate if the storm manholes are open or closed lid.
14. The developer/builder should confirm the locations of the proposed water and sanitary sewer services.
15. Bends in the water and sanitary sewer services should be avoided whenever possible.
16. Verify that services won't conflict with any mains that are being crossed.
17. The alignment of water and sanitary sewer mains are under further review by Public Works.

Sheet 11 – Utility Plan - 1

18. Include a callout for the connection to the existing water main.
19. Confirm that all utility crossings are called out correctly. There are several crossings that don't have a callout, it is in the wrong location, or an ID number is missing.
20. Show the existing storm structure at MH 72.

Sheet 12 – Utility Plan - 2

21. Sanitary structure SMH 6-17 should be shifted so that it is not on top of a water service.

Sheet 13 – Utility Plan - 3

- 22. Show the existing sanitary structure at SMH 7-1 and the storm structures at MH 8-112 and MH 8-113.
- 23. Include a callout for the connection to the existing water main.
- 24. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

Sheet 14 – Utility Plan - 4

- 25. Move hydrant 6-27 so that it is not on top of a storm sewer.
- 26. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

Sheet 15 – Utility Plan - 5

- 27. Show the existing sanitary structure south of SMH 6-1A. This structure should also have a unique ID.
- 28. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.
- 29. Include a callout for the connection to the existing water main.
- 30. Adjust VB 6-14 so that it is further from the storm sewer.
- 31. There is a water main callout in the top left corner that is pointing to a storm sewer.

Sheet 16 – Utility Plan - 6

- 32. Shift INL 7-11 so that it is not on top of a water service.
- 33. The size of the water main is not called out on this sheet.
- 34. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

Sheet 17 – Overall Grading Plan – Unit 10

- 35. The scale bar needs to be corrected.

Sheet 19-24 – Grading Plans

- 36. Include the contours of the detention basins and show the high-water levels.
- 37. Label the elevations of the existing contours.
- 38. Add spot grades for the centerline of the road.
- 39. Show the storm rim elevations on the grading plan.

Sheet 20 – Grading Plan – 2

- 40. The concrete curtain wall does not align with the detention basin and the contours shown do not correlate with the details of the curtain wall.
- 41. The maximum allowable slope of driveways is 8%. One driveway in Building 12 is 8.1%.

Sheet 22 – Grading Plan – 4

- 42. The 649 contour and the spot grades south of Building 7 don't correlate.

Sheet 28 – Plan and Profile – Road A Sta. 0+00 to 2+76

- 43. There are two valve symbols shown at VB 6-14, but only one valve is labeled. The valve should be shifted to be further from the storm sewer.

Sheets 29-30 – Plan and Profiles

- 44. The water main is not shown on these sheets.
- 45. Consider insulating the water main at the crossing between 7+50 and 8+00 rather than having the main be 8+ feet deep. A minimum depth of 4 feet is required with insulation.

Sheet 31 – Plan and Profile – Road B Sta. 18+00 to 25+68

- 46. The water main is not shown on this sheet.
- 47. The water main profile is broken between 23+50 and 25+50.
- 48. The inlet at 19+69 does not have a unique identifier called out.

Sheet 32 – Plan and Profile – Road C Sta. 24+00 to 28+00

- 49. Consider smoothing out the water profile at 27+00 to reduce the number of vertical bends in the main.

Sheet 33 – Plan and Profile – Road C Sta. 28+00 to 32+49

- 50. Consider insulating the water main at the crossing between 29+00 and 29+50 and 31+50 and 32+00 rather than having the main be 8+ feet deep.

Sheet 34 – Plan and Profile – Road D Sta. 33+00 to 36+42

- 51. Shift SA 6-11 so that it is not on top of a water service.

Sheet 35 – Plan and Profile – Road E Sta. 38+00 to 43+00

- 52. The north arrow is not pointing in the correct direction.
- 53. Shift SA 6-11 so that it is not on top of a water service.
- 54. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
- 55. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 and SMH 7-

13 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.

56. Consider insulating the water main at the crossing at 40+50 rather than having the main be 9+ feet deep.

Sheet 36 – Plan and Profile – Road E Sta. 43+00 to 48+05

57. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-27 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
58. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
59. The valve north of MH 7-10 is not labeled.

Sheet 37 – Plan and Profile – Road F Sta. 49+00 to 55+00

60. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
61. Several structures are not labeled in the plan view.
62. Consider insulating the water main at the crossing at 53+25 rather than having the main be 9+ feet deep.

Sheet 38 – Plan and Profile – Road F Sta. 55+00 to 60+83

63. Show the existing utilities. The water main and sanitary appear to not be connected to anything.
64. Several structures are not labeled in the plan view.
65. The profile at 55+50 is illegible.
66. Several structures in the profile do not have invert elevations called out.

Sheet 39 – Plan and Profile – Road G Sta. 0+00 to 2+75

67. There is a valve symbol shown at the crossing of the water and storm sewer around INL 7-37 with no ID. Change the symbol to a crossing or move the valve off of the storm sewer and label.
68. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.

Sheet 40 – Plan and Profile – Road H Sta. 68+00 to 74+67

69. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
70. The callouts for the storm sewer in the profile are missing.
71. The rim elevation for SMH 8-22A is not correct and invert elevation is not shown.

Sheet 41-42 – Sanitary Sewer Profiles

72. Show the proposed grades in the profiles.

Sheet 43 – Utility Crossings and Curve Tables

73. The separation distance for crossing 14 is a negative number.

Sheet 46 – Construction Details - 3

74. The table file in the Fox Metro notes is missing.

Sheet 47 – Construction Details

75. Remove the Superpave reference in the road cross-section.

Sheet 51 – Construction Specifications

76. Remove the note regarding PVC pipe in the Storm Sewer section as it is not allowed per the ordinance. HDPE is only allowed in rear and side yards and shall be approved by the City.
77. Storm and sanitary sewers are to be televised prior to acceptance by the City. A note should be added.

Plats of Subdivision – Unit 10A

78. Label the exterior boundary for Unit 10A on sheet 1, remove the boundary for Unit 11A, and remove sheet 2 because it includes areas outside this subdivision.
79. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 10A and remove the grantor's property legal description because it contains additional areas outside this subdivision.
80. On sheet 3, add the overall boundary dimension along the north line of Grande Trail.
81. On Sheet 4, the BSL on the north side of Litchfield Lane is labeled 25' but measures 20'. Verify the approved setback lines.
82. Add dimensions to the south line of Matlock Drive on sheet 5.
83. Use the unaltered City certificates and easement provisions.
84. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.
85. The PIN listed on sheet 1 should read part of 01-14-100-020.
86. Label or remove the lines running down the center of sheets 5 and 6.
87. All offsite utilities servicing this subdivision must be in recorded easements prior to the recording of the final plat of subdivision.

Plats of Subdivision – Unit 11A

88. Label the exterior boundary for Unit 11A on sheet 1, remove the boundary for Unit 10A, and remove sheet 2 because it includes areas outside this subdivision.

89. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 11A and remove the grantor's property legal description because it contains additional areas outside this subdivision.
90. All Lot lines and right of way lines need dimensions.
91. Use the unaltered City certificates and easement provisions.
92. On sheet 6, east of Lot 9006, label Grande Reserve Unit 10A once it is recorded.
93. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.
94. The PIN listed on sheet 1 should read part of 01-14-100-020.
95. Verify the approved setback lines.
96. All offsite utilities servicing this subdivision must be in recorded easements prior to the recording of the final plat of subdivision.

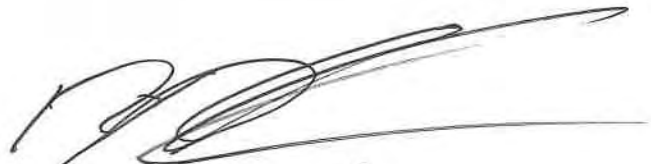
Stormwater Report

97. The overflow route for Basin 6W is not shown at the same location on the Overflow Design Exhibit as it is in the plan set. The plans have the route going through the weir at the concrete curtain wall. This weir is also not shown in the exhibit.

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, appearing to read 'Bradley P. Sanderson', with a long horizontal line extending to the right.

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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
Mr. Dave Riendeau, Manhard Consulting (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

April 2, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AH

Re: Landscape Plan Review
Grande Reserve Units 10 & 11

Dear Pamela:

We have completed our first landscape plan review of Grande Reserve Units 10 & 11 located in Yorkville.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

This landscape plan is not recommended for approval. The petitioner should provide a comment response letter with their resubmittal. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be “double counted” to meet multiple requirements). If there are any changes to the plans, additional comments may be provided.

It is our understanding that the 2003 Annexation and PUD Agreement along with the original 2005 landscape plan referenced below were approved by the City and remain relevant. Comments are as follows.

- 1) Parkway trees are proposed at a lower density than shown on the previously approved plan.
- 2) The Annexation and PUD Agreement call for a Landscape Buffer consisting of 3 shade trees, 4 evergreens, and 20 shrubs per 100' of buffer along Kennedy Road that is not shown on the current land plan submittal. Google Street View imagery shows overgrown trees, brush, and weeds in this area.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City's Landscape Ordinance.

- Final Landscape Plans for Neighborhood 7, 2 sheets, prepared by Rolf C. Campbell & Associates, most recently dated February 18, 2005
- Ordinance No. 2003-44 Authorizing the Execution of an Annexation and Planned Unit Development Agreement...(Grande Reserve), 150 pages, prepared by Law Offices of Daniel Kramer, recorded 9/11/2003

Pamela Whitfield
Grande Reserve Units 10 & 11
April 2, 2024
page 2

- Final Landscape Plan, 9 sheets, prepared by Gary R. Weber Associates, dated March 22, 2024

Let us know if there are any questions or comments.

Sincerely,

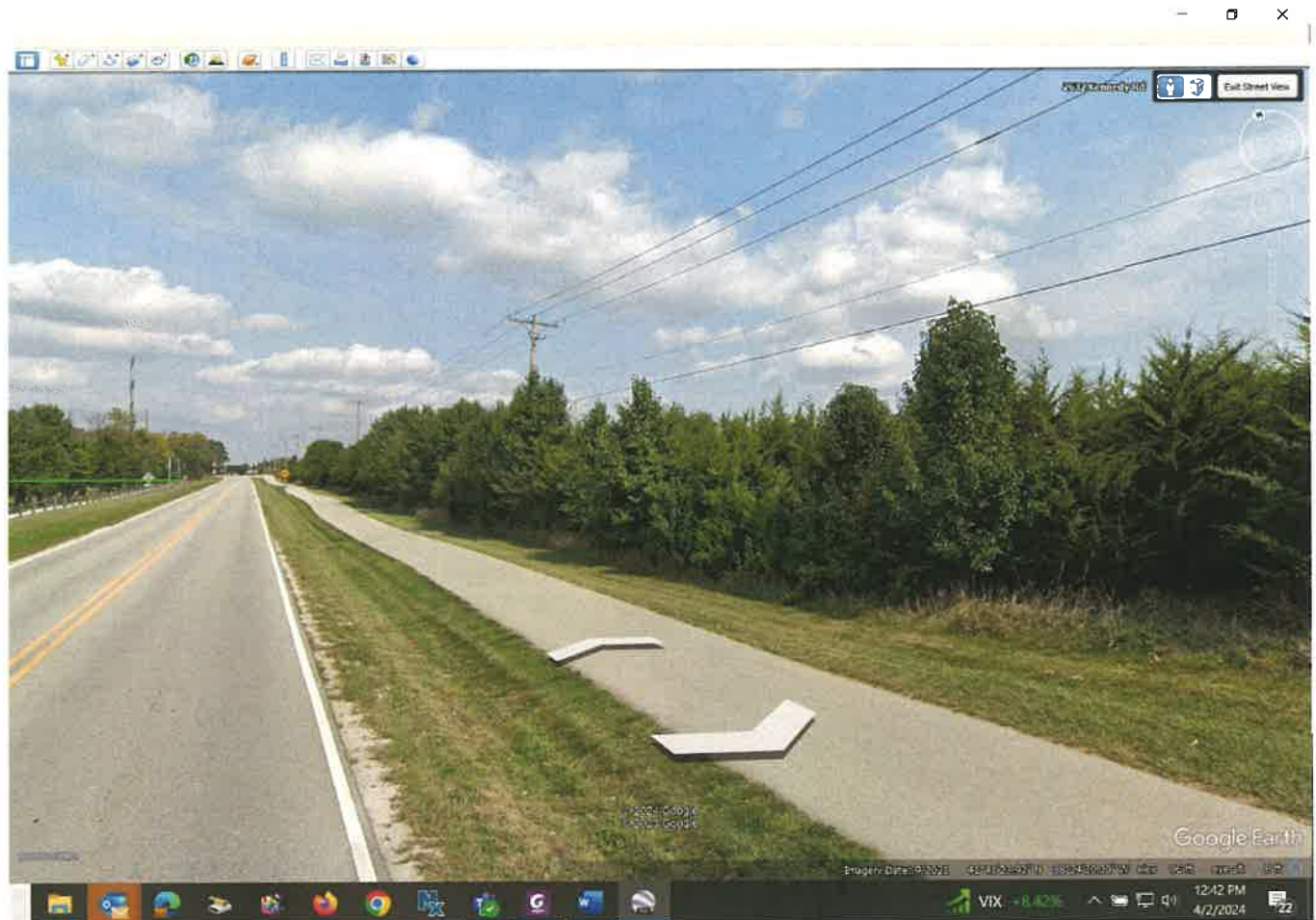
A handwritten signature in dark ink, appearing to read "Tim Pollowy". The signature is fluid and cursive, with the first name "Tim" and last name "Pollowy" clearly distinguishable.

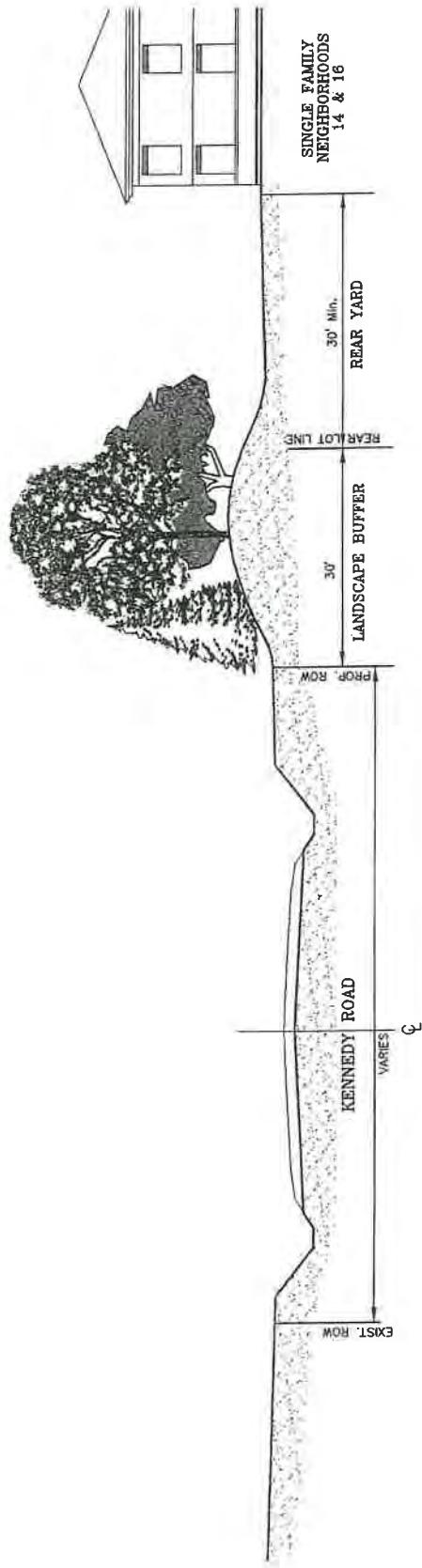
Tim Pollowy, PLA, ASLA
Senior Landscape Architect

Attachments

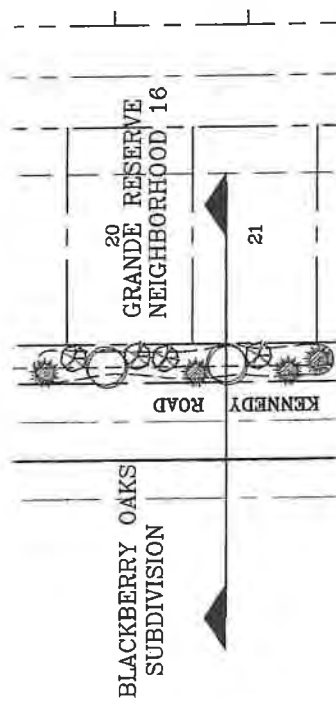
Pamela Whitfield
Grande Reserve Units 10 & 11
April 2, 2024
page 3

Google Street View imagery of existing conditions along Kennedy Road between Freedom Place and BNSF tracks





**TYPICAL BUFFER SECTION ALONG
 KENNEDY ROAD**



**Plan View
 Scale: 1"=50'**

Note:
 Landscape Buffer Easements shall be planted
 with 3 shade trees, 4 evergreens and 20
 shrubs per 100' of buffer.

Handwritten notes and signature:
 north
 CJK

12-2-A 10-10-05

15

FINAL LANDSCAPE PLANS
FOR
GRANDE
RESERVE

YORKVILLE, ILLINOIS

PLEASE PREPARE BY:

Rolf C. Campbell & Associates, Inc.
101 Wauegan Rd. - Suite 1000
Lake Bluff, Illinois 60044
PHONE: (847) 325-1000 FAX: (847) 325-1000

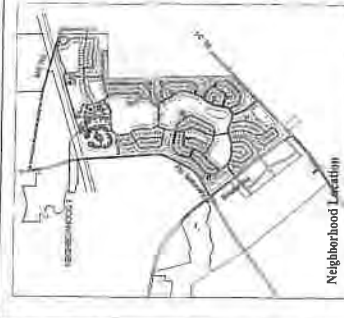


PLANS PREPARED FOR:

MPI 2 - YORKVILLE CENTRAL, LLC
535 PLAINFIELD ROAD, SUITE E
WILLOWBROOK, ILLINOIS 60527
PHONE: (630) 325-5575

ENGINEERING BASE PROVIDED BY:

Cowhey Gudmundson Leder, Ltd.
300 Park Boulevard
Joliet, Illinois 60433
PHONE: (815) 259-9595



Neighborhood Location

SHEET	
DATE	11/20/04
BY	N7-1
CHECKED BY	0-10
PROJECT NO.	330254
ORIGINAL DATE:	SEPTEMBER 17, 2004
JOB #:	330254



SHADE TREES

- ASH (Fraxinus americana)
- BALM (Liquidambar styraciflua)
- BEECH (Fagus sylvatica)
- BIRCH (Betula papyrifera)
- BURR (Aegilops hyemalis)
- CHERRY (Prunus americana)
- CYPRESS (Taxodium distichum)
- DOGWOOD (Cornus florida)
- ELM (Ulmus americana)
- HICKORY (Carya americana)
- MAPLE (Acer americana)
- PEAR (Eriobotrya japonica)
- PLUM (Prunus americana)
- POPLAR (Populus americana)
- RED BUD (Judas tree)
- RED OAK (Quercus rubra)
- RED WING (Morus nigra)
- SPRING BURNING (Corylus americana)
- WALNUT (Juglans nigra)
- WHITE OAK (Quercus alba)
- YEW (Taxus canadensis)

EVERGREEN TREES

- ARJUN (Thuja occidentalis)
- DOUGLASS SPRUCE (Picea canadensis)
- FRASER FIR (Abies balsamea)
- HYDRANGEA (Hydrangea arborescens)
- RED CEDAR (Juniperus horizontalis)
- SPRING BURNING (Corylus americana)
- WALNUT (Juglans nigra)
- WHITE OAK (Quercus alba)
- YEW (Taxus canadensis)

ORNAMENTAL TREES

- ASH (Fraxinus americana)
- BALM (Liquidambar styraciflua)
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Notes:
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- WALNUT (Juglans nigra)
- WHITE OAK (Quercus alba)
- YEW (Taxus canadensis)

SCALE: 1 inch = 40 feet

Neighborhood 7 Street Tree and Common Area Tree plantings



April 16, 2024



Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: Grande Reserve Units 10 & 11
Final Engineering Review – 1st Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (51 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Landscape Plans (9 Sheets) dated March 22, 2024, prepared by Gary R. Weber Associates.
- Final Plat of Subdivision – Unit 10A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Plat of Subdivision – Unit 11A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Stormwater Management Report dated March 19, 2024, prepared by Manhard Consulting.

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

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies at the appropriate time.
 - a. IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
 - b. IEPA Water and Sanitary permits shall be submitted for review and distribution to the City for signatures.
 - c. Fox Metro Water Reclamation District approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
2. The following will need to be submitted:
 - a. An engineer's estimate needs to be provided and must include all public improvements within the ROW including utility connections and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount.
 - b. City of Yorkville Stormwater Permit Application

3. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.

Final Engineering Plans

Sheet 1 – Cover Sheet

4. Include contact information for Fox Metro on the cover sheet.
5. Plans shall be signed and sealed by a Professional Engineer prior to final approval.

Sheet 8 – Site Dimension, Street Lighting & Signage Plan

6. Proposed signage should be shown on the plan.

Sheet 9-10 – Overall Utility Plans

7. The Utility Notes should state that water main must be installed a minimum of 5'-6" from finished grade. This comment is typical for the note on all utility sheets.
8. Show all hydrant leads.
9. Show the existing storm and sanitary structures.
10. Proposed streetlights should be shown on this plan.
11. It is recommended that the 90° bends in the water main be replaced with 45° bends.
12. Trench backfill should be shown to be used under and within 2 feet of all paved areas.
13. Indicate if the storm manholes are open or closed lid.
14. The developer/builder should confirm the locations of the proposed water and sanitary sewer services.
15. Bends in the water and sanitary sewer services should be avoided whenever possible.
16. Verify that services won't conflict with any mains that are being crossed.
17. The alignment of water and sanitary sewer mains are under further review by Public Works.

Sheet 11 – Utility Plan - 1

18. Include a callout for the connection to the existing water main.
19. Confirm that all utility crossings are called out correctly. There are several crossings that don't have a callout, it is in the wrong location, or an ID number is missing.
20. Show the existing storm structure at MH 72.

Sheet 12 – Utility Plan - 2

21. Sanitary structure SMH 6-17 should be shifted so that it is not on top of a water service.

Sheet 13 – Utility Plan - 3

- 22. Show the existing sanitary structure at SMH 7-1 and the storm structures at MH 8-112 and MH 8-113.
- 23. Include a callout for the connection to the existing water main.
- 24. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

Sheet 14 – Utility Plan - 4

- 25. Move hydrant 6-27 so that it is not on top of a storm sewer.
- 26. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

Sheet 15 – Utility Plan - 5

- 27. Show the existing sanitary structure south of SMH 6-1A. This structure should also have a unique ID.
- 28. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.
- 29. Include a callout for the connection to the existing water main.
- 30. Adjust VB 6-14 so that it is further from the storm sewer.
- 31. There is a water main callout in the top left corner that is pointing to a storm sewer.

Sheet 16 – Utility Plan - 6

- 32. Shift INL 7-11 so that it is not on top of a water service.
- 33. The size of the water main is not called out on this sheet.
- 34. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

Sheet 17 – Overall Grading Plan – Unit 10

- 35. The scale bar needs to be corrected.

Sheet 19-24 – Grading Plans

- 36. Include the contours of the detention basins and show the high-water levels.
- 37. Label the elevations of the existing contours.
- 38. Add spot grades for the centerline of the road.
- 39. Show the storm rim elevations on the grading plan.

Sheet 20 – Grading Plan – 2

- 40. The concrete curtain wall does not align with the detention basin and the contours shown do not correlate with the details of the curtain wall.
- 41. The maximum allowable slope of driveways is 8%. One driveway in Building 12 is 8.1%.

Sheet 22 – Grading Plan – 4

- 42. The 649 contour and the spot grades south of Building 7 don't correlate.

Sheet 28 – Plan and Profile – Road A Sta. 0+00 to 2+76

- 43. There are two valve symbols shown at VB 6-14, but only one valve is labeled. The valve should be shifted to be further from the storm sewer.

Sheets 29-30 – Plan and Profiles

- 44. The water main is not shown on these sheets.
- 45. Consider insulating the water main at the crossing between 7+50 and 8+00 rather than having the main be 8+ feet deep. A minimum depth of 4 feet is required with insulation.

Sheet 31 – Plan and Profile – Road B Sta. 18+00 to 25+68

- 46. The water main is not shown on this sheet.
- 47. The water main profile is broken between 23+50 and 25+50.
- 48. The inlet at 19+69 does not have a unique identifier called out.

Sheet 32 – Plan and Profile – Road C Sta. 24+00 to 28+00

- 49. Consider smoothing out the water profile at 27+00 to reduce the number of vertical bends in the main.

Sheet 33 – Plan and Profile – Road C Sta. 28+00 to 32+49

- 50. Consider insulating the water main at the crossing between 29+00 and 29+50 and 31+50 and 32+00 rather than having the main be 8+ feet deep.

Sheet 34 – Plan and Profile – Road D Sta. 33+00 to 36+42

- 51. Shift SA 6-11 so that it is not on top of a water service.

Sheet 35 – Plan and Profile – Road E Sta. 38+00 to 43+00

- 52. The north arrow is not pointing in the correct direction.
- 53. Shift SA 6-11 so that it is not on top of a water service.
- 54. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
- 55. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 and SMH 7-

13 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.

56. Consider insulating the water main at the crossing at 40+50 rather than having the main be 9+ feet deep.

Sheet 36 – Plan and Profile – Road E Sta. 43+00 to 48+05

57. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-27 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
58. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
59. The valve north of MH 7-10 is not labeled.

Sheet 37 – Plan and Profile – Road F Sta. 49+00 to 55+00

60. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
61. Several structures are not labeled in the plan view.
62. Consider insulating the water main at the crossing at 53+25 rather than having the main be 9+ feet deep.

Sheet 38 – Plan and Profile – Road F Sta. 55+00 to 60+83

63. Show the existing utilities. The water main and sanitary appear to not be connected to anything.
64. Several structures are not labeled in the plan view.
65. The profile at 55+50 is illegible.
66. Several structures in the profile do not have invert elevations called out.

Sheet 39 – Plan and Profile – Road G Sta. 0+00 to 2+75

67. There is a valve symbol shown at the crossing of the water and storm sewer around INL 7-37 with no ID. Change the symbol to a crossing or move the valve off of the storm sewer and label.
68. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.

Sheet 40 – Plan and Profile – Road H Sta. 68+00 to 74+67

69. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
70. The callouts for the storm sewer in the profile are missing.
71. The rim elevation for SMH 8-22A is not correct and invert elevation is not shown.

Sheet 41-42 – Sanitary Sewer Profiles

72. Show the proposed grades in the profiles.

Sheet 43 – Utility Crossings and Curve Tables

73. The separation distance for crossing 14 is a negative number.

Sheet 46 – Construction Details - 3

74. The table file in the Fox Metro notes is missing.

Sheet 47 – Construction Details

75. Remove the Superpave reference in the road cross-section.

Sheet 51 – Construction Specifications

76. Remove the note regarding PVC pipe in the Storm Sewer section as it is not allowed per the ordinance. HDPE is only allowed in rear and side yards and shall be approved by the City.
77. Storm and sanitary sewers are to be televised prior to acceptance by the City. A note should be added.

Plats of Subdivision – Unit 10A

78. Label the exterior boundary for Unit 10A on sheet 1, remove the boundary for Unit 11A, and remove sheet 2 because it includes areas outside this subdivision.
79. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 10A and remove the grantor's property legal description because it contains additional areas outside this subdivision.
80. On sheet 3, add the overall boundary dimension along the north line of Grande Trail.
81. On Sheet 4, the BSL on the north side of Litchfield Lane is labeled 25' but measures 20'. Verify the approved setback lines.
82. Add dimensions to the south line of Matlock Drive on sheet 5.
83. Use the unaltered City certificates and easement provisions.
84. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.
85. The PIN listed on sheet 1 should read part of 01-14-100-020.
86. Label or remove the lines running down the center of sheets 5 and 6.
87. All offsite utilities servicing this subdivision must be in recorded easements prior to the recording of the final plat of subdivision.

Plats of Subdivision – Unit 11A

88. Label the exterior boundary for Unit 11A on sheet 1, remove the boundary for Unit 10A, and remove sheet 2 because it includes areas outside this subdivision.

89. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 11A and remove the grantor's property legal description because it contains additional areas outside this subdivision.
90. All Lot lines and right of way lines need dimensions.
91. Use the unaltered City certificates and easement provisions.
92. On sheet 6, east of Lot 9006, label Grande Reserve Unit 10A once it is recorded.
93. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.
94. The PIN listed on sheet 1 should read part of 01-14-100-020.
95. Verify the approved setback lines.
96. All offsite utilities servicing this subdivision must be in recorded easements prior to the recording of the final plat of subdivision.

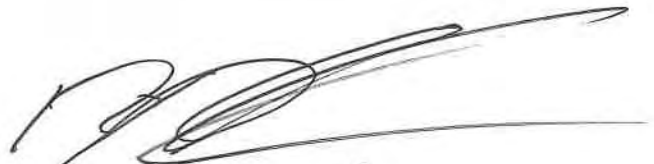
Stormwater Report

97. The overflow route for Basin 6W is not shown at the same location on the Overflow Design Exhibit as it is in the plan set. The plans have the route going through the weir at the concrete curtain wall. This weir is also not shown in the exhibit.

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
Mr. Dave Riendeau, Manhard Consulting (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

April 2, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AH

Re: Landscape Plan Review
Grande Reserve Units 10 & 11

Dear Pamela:

We have completed our first landscape plan review of Grande Reserve Units 10 & 11 located in Yorkville.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

This landscape plan is not recommended for approval. The petitioner should provide a comment response letter with their resubmittal. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be “double counted” to meet multiple requirements). If there are any changes to the plans, additional comments may be provided.

It is our understanding that the 2003 Annexation and PUD Agreement along with the original 2005 landscape plan referenced below were approved by the City and remain relevant. Comments are as follows.

- 1) Parkway trees are proposed at a lower density than shown on the previously approved plan.
- 2) The Annexation and PUD Agreement call for a Landscape Buffer consisting of 3 shade trees, 4 evergreens, and 20 shrubs per 100' of buffer along Kennedy Road that is not shown on the current land plan submittal. Google Street View imagery shows overgrown trees, brush, and weeds in this area.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City's Landscape Ordinance.

- Final Landscape Plans for Neighborhood 7, 2 sheets, prepared by Rolf C. Campbell & Associates, most recently dated February 18, 2005
- Ordinance No. 2003-44 Authorizing the Execution of an Annexation and Planned Unit Development Agreement...(Grande Reserve), 150 pages, prepared by Law Offices of Daniel Kramer, recorded 9/11/2003

Pamela Whitfield
Grande Reserve Units 10 & 11
April 2, 2024
page 2

- Final Landscape Plan, 9 sheets, prepared by Gary R. Weber Associates, dated March 22, 2024

Let us know if there are any questions or comments.

Sincerely,

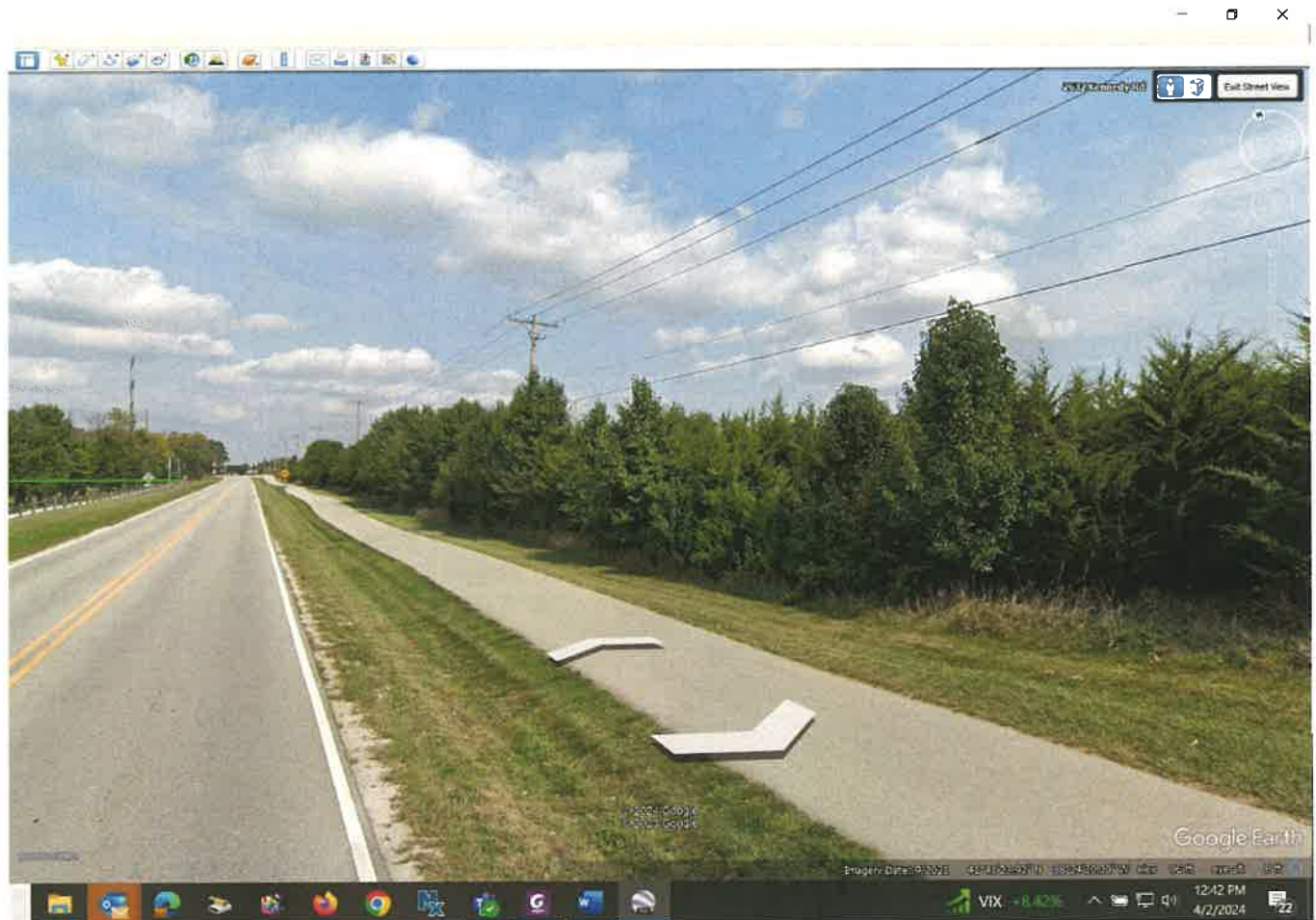
A handwritten signature in dark ink, appearing to read "Tim Pollowy". The signature is fluid and cursive, with the first name "Tim" and last name "Pollowy" clearly distinguishable.

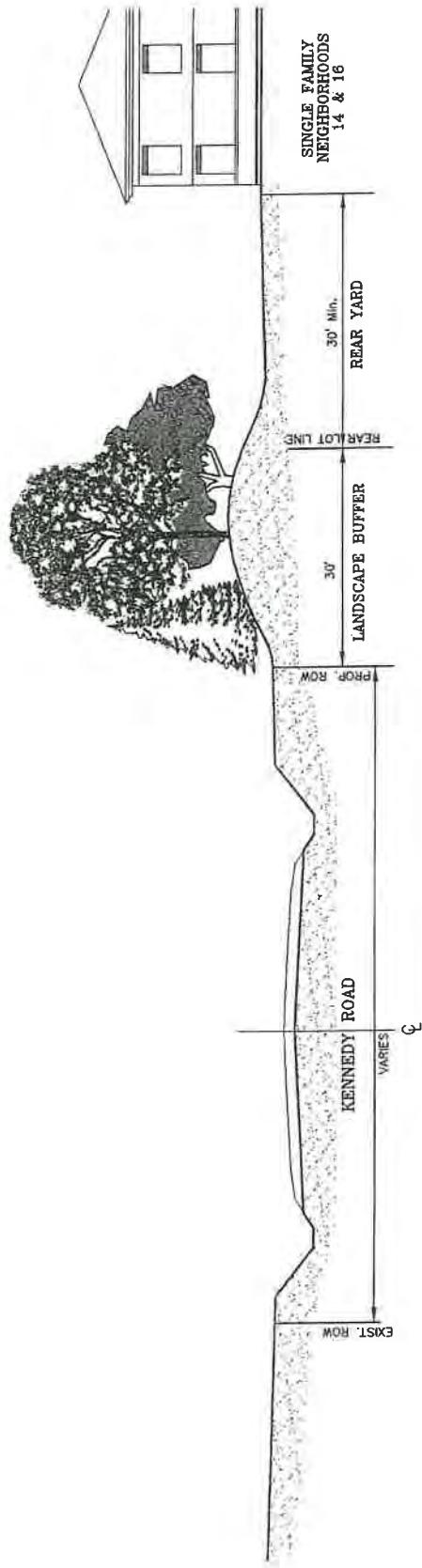
Tim Pollowy, PLA, ASLA
Senior Landscape Architect

Attachments

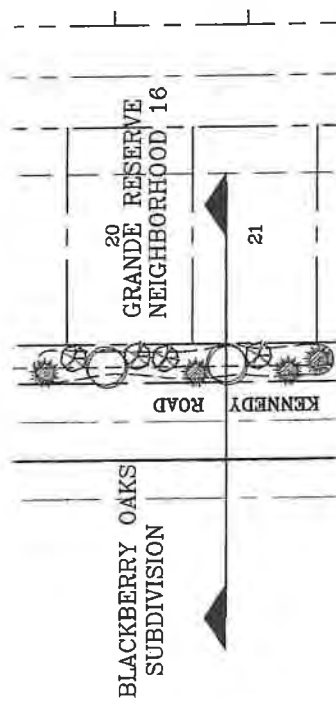
Pamela Whitfield
Grande Reserve Units 10 & 11
April 2, 2024
page 3

Google Street View imagery of existing conditions along Kennedy Road between Freedom Place and BNSF tracks





**TYPICAL BUFFER SECTION ALONG
 KENNEDY ROAD**



**Plan View
 Scale: 1"=50'**

Note:
 Landscape Buffer Easements shall be planted
 with 3 shade trees, 4 evergreens and 20
 shrubs per 100' of buffer.

12-2-A 10-10-05

15

FINAL LANDSCAPE PLANS
FOR
GRANDE
RESERVE

YORKVILLE, ILLINOIS

PLEASE PREPARE BY:

Rolf C. Campbell & Associates, Inc.
101 Wauegan Rd. - Suite 1000
Lake Bluff, Illinois 60044
PHONE: (847) 325-1000 FAX: (847) 325-1000

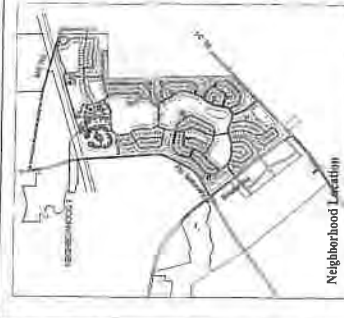


PLANS PREPARED FOR:

MPI 2 - YORKVILLE CENTRAL, LLC
535 PLAINFIELD ROAD, SUITE E
WILLOWBROOK, ILLINOIS 60527
PHONE: (630) 325-5575

ENGINEERING BASE PROVIDED BY:

Cowhey Gudmundson Leder, Ltd.
300 Park Boulevard
Joliet, Illinois 60433
PHONE: (815) 259-9595



Neighborhood Location

SHEET	
DATE: DECEMBER 11, 2004	NO. 1
PROJECT: YORKVILLE CENTRAL, LLC	
JOB #:	
ORIGINAL DATE:	
SEPTEMBER 17, 2004	
3302541	



SHADE TREES

- AFB American Elm
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- AFI American Ivy
- AFJ American Juniper
- AFK American Kalmia
- AFM American Magnolia
- AFN American Norway Spruce
- AFQ American Quercus
- AFR American Red Cedar
- AFS American Sweetgum
- AFU American Umbrella Tree
- AFV American Vine
- AFW American White Birch
- AFX American Yew
- AFY American Yucca
- AFZ American Zebra Plant

EVERGREEN TREES

- AFB American Elm
- AFH American Hornbeam
- AFI American Ivy
- AFJ American Juniper
- AFK American Kalmia
- AFM American Magnolia
- AFN American Norway Spruce
- AFQ American Quercus
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- AFV American Vine
- AFW American White Birch
- AFX American Yew
- AFY American Yucca
- AFZ American Zebra Plant

SCALE: 1 inch = 40 feet

Neighborhood 7 Street Tree and Common Area Tree plantings



Memorandum

To: Plan Council
From: Krysti Barksdale-Noble, Community Development Director
Date: May 1, 2024
Subject: **PZC 2024-14 Grande Reserve – Units 10A & 11A (Final Plat)**
Proposed Approval of 158 lots in 2 new Units of Grande Reserve

I have reviewed the application for Final Plat of Subdivision of Grande Reserve Units 10A and 11A (Neighborhoods 6 and 7) received April 8, 2024, as submitted by Steven Bauer on behalf of D.R. Horton, Inc. - Midwest, petitioner. The Final Plats were prepared by Manhard Consulting, Ltd and dated 03-22-24. The plans also included two (2) elevations for the Portsmouth Townhome and Seaboard Townhome models, and a proposed Infrastructure Phasing Plan, also prepared by Manhard Consulting, Ltd and dated last revised 04/03/24.

The petitioner is seeking Final Plat approval for an approximately 22-acre site consisting of 158 new residential lots located east of Kennedy Road and south of the BNSF railroad in Yorkville. These lots will mark the initial stage of development for what was originally intended as a 42-acre, 298-unit townhome project in Units 10 and 11 of Grande Reserve. At full build-out the proposed units will have 312 townhome units, which represents an increase of 14 units (~ 4.75%) than originally planned. Based upon my review of the application documents and plans; I have compiled the following comments:

GENERAL ZONING/ANNEXATION AGREEMENT COMMENTS:

1. **ZONING** - The subject property was annexed in 2003 and was zoned R-2 Single-Family Traditional Residence District with a special use for a Planned Unit Development. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	Burlington Northern Santa Fe (BNSF) Railroad R-2 Planned Unit Development (Grande Reserve)	Transportation Residential
South	Grande Trail/Freedom Place R-2 Planned Unit Development (Grande Reserve) PI Public Institutional District (Grande Reserve Elementary)	Transportation Residential School
East	R-2 Planned Unit Development (Grande Reserve)	Residential
West	Kennedy Road A-1 SU Agriculture (Unincorporated Kendall County) ¹	Transportation Blackberry Oaks Golf Course

2. **ANNEXATION AGREEMENT** – Per Group Exhibit “D” of the Annexation Agreement (Ord. 200-44) it is stated that the “CITY recognizes the need for flexibility in the final layout and design of Neighborhoods 4-8. As such, through the Concept PUD plans 986 dwelling units are approved for Neighborhoods 4-8. The final location and mix of

¹ Portion of Blackberry Oaks (clubhouse) will be annexed to City by the end of May 2024.

housing units shall be determined at the time of preliminary/final platting.” Further it states, “Any plan for a phase of development that does not exceed the total number of dwelling units allowed in said Neighborhoods shall be deemed to be in substantial conformance with the Concept Plan.”: Below is a comparison of the approved Concept Plan PUD dwelling unit count (group Exhibit “C”) and the proposed final plat dwelling unit count for each neighborhood:

NEIGHBORHOOD (UNIT)	UNIT TYPE	APPROVED DWELLING UNITS CONCEPT PUD PLAN	PROPOSED/APPROVED DWELLING UNITS FINAL PLAT
Neighborhood 4 (Unit 28)	Apts.	300	300
Neighborhood 5 (Units 12, 15 and 22)	TH	164	164
Neighborhood 6 (Unit 11)	TH	156	158
Neighborhood 7 (Unit 10)	TH	142	154
Neighborhood 8 (Unit 9)	DU*	224	224
TOTAL		986	1000

- **Neighborhood 8 (Unit 9) Unit Count** – Per an Economic Incentive Agreement between the City and the developer, Grande Reserve (Chicago) ASLI VI, LLLP, approved via Ordinance 2021-13, a minor PUD amendment is contemplated for Unit 9 that would allow a change in unit type from 224 duplexes to 111 single-family homes.
 - This contemplated minor amendment reduces the overall dwelling unit count for this area of Grande Reserve from 986 to 887 units, including the proposed increase of 14 units in Neighborhoods 6 and 7 by the petitioner, well under the maximum entitled unit per the original annexation agreement.
- **Cul-de-sacs** – Per Ordinance 2003-44, Paragraph 19C, the Homeowners Associations (HOA) neighborhoods six (6) and seven (7) are required to pay for and perform all snowplowing of cul-de-sacs, even though all roads within the neighborhoods will be public roads. The HOA does not have the snowplowing obligation for all other roadways within the neighborhoods.
 - Phase 1 of Unit 11A (Neighborhood 6) appears to have one (1) cul-de-sac around McMurtrie Way and Phase 2 of Unit 11 has two (2) cul-de-sacs. Phase 1 of Unit 10A does not indicate any cul-de-sacs.
- **Declarations of CCRs** – Group Exhibit “D”, paragraph B of the Annexation Agreement requires that the developer submit a copy of the proposed Declaration of Covenants, Restrictions and Easements to be reviewed by the City. The declarations shall be recorded at the same time with the final plat for each phase.

3. **BUILDING SETBACKS/VARIANCE SCHEDULE** – The following building setbacks are for parcels located in Neighborhoods 6 and 7, per “Exhibit E-1 Grande Reserve Variance Schedule for Neighborhoods 2-19” of the Annexation Agreement:

BUILDING SETBACK	REQUIRED MINIMUM	PROPOSED SETBACK
Front	25'	25'
Side (Corner)	20'	20'

Perimeter	30'	30'
Side Building to Side Building Min.	20'	TBD
Side Building to Rear Building Min.	35'	TBD
Rear Building to Rear Building Min.	60'	TBD
Front Building to Side Building Min.	35'	TBD
Front Building to Front Building Min.	50'	TBD
Rear Building to Front Building Min.	50'	TBD

The proposed yard setbacks illustrated on the final plats meet the minimum requirements established in the original annexation agreement. The building-to-building separation requirements have been provided as reference for future layout of structures on the lots.

4. APPEARANCE STANDARDS

- Per Exhibit “D5” in the original Annexation Agreement (Ord. 2003-44) Architectural Design Standards are established for townhome development and conceptual building elevations were provided in Exhibit “D2”. Further it is stated that “all owners and developers agree to impose architectural design standards relating to façade materials, accessory structures, and other building restrictions at the time of final plat submittal for each unit.
 - These standards will be submitted for city review and approval prior to City Council approval of the final plat of subdivision, and must address the following:
 - Color Schemes
 - Deck & Patio Specifications
 - Fence Specifications
 - Restrictions on Accessory Buildings
 - Restrictions on Housing Styles
 - Minimum Square Footage
 - Building Materials
 - Roof Specifications
 - It is also stated in the Economic Incentive Agreement approved via ord. 2021-13, that currently not platted areas must submit architectural standards at time of final plat.
- Petitioner has submitted elevations of the two (2) models offered for townhomes in Units 10A and 11A. A summary of the elevations is as follows:
 - Front building elevation renderings of the two types of attached single-family homes—the Seaboard and the Portsmouth—proposed for construction by D.R. Horton in Grande Reserve Neighborhoods 6 & 7/Units 10 & 11.
 - Staff recommends color elevations to address the color scheme requirement.
 - Deck, patio, and fence specifications shall be provided, in addition to accessory building restrictions, if any.

- Minimum square footage and roof specifications information has been provided and satisfied.
- The rear-loaded, two-story Seaboard townhome unit buildings, each consisting of four to six units per building and containing a minimum of 1,500 sf per dwelling unit, are proposed to be constructed in Neighborhood 6/Unit 10.
- The front-loaded, two-story Portsmouth townhome unit buildings, each also consisting of four to six units per building but containing a minimum of 1,600 sf per dwelling unit, are proposed to be constructed in Neighborhood 7/Unit 11.
- Both the Seaboard and Portsmouth buildings include masonry wainscoting on the front façade made of cultured stone veneer. Other architectural features on the front elevations include:
 - Architectural shingles
 - Decorative dormers (*major architectural feature*)
 - Board and Batten siding
 - Covered porches (*major architectural feature*)
 - Window shutters
 - Transom window on front door
- Per the City's Appearance Standards in Chapter 10-5-8 of the Unified Development Ordinance (UDO) Masonry products shall be incorporated on the front facade of at least seventy-five (75) percent of the total buildings and shall incorporate a minimum of fifty (50) percent premium siding material on the front facade. No less than half (twenty-five (25) percent of the total) of the minimum "premium siding" requirements must incorporate masonry products.
 - Credit toward the remaining "premium siding" requirement can be earned via the use of major architectural features. Each major architectural feature used will earn a credit of ten (10) percent towards the calculation of the minimum premium siding requirement.
 - Premium siding material includes masonry products, culture stone, natural wood siding and synthetic stucco.
- Below is a data table comparison and calculations of the elevations provided verifying compliance with the UDO Appearance Standards:

Portsmouth Townhome Series (Unit 11A)			
<i>Appearance Code Requirements</i>		<i>Proposed Elevation</i>	
Masonry product	75% of total buildings	80 buildings	100% of total buildings
Premium Siding	50% on front façade – excluding openings	1,289.60 sq. ft. façade area (644.8 sq. ft. required)	305.74 sq. ft. premium siding (23.70%)
Masonry Siding	25% of premium siding	161.2 sq. ft. of 644.8 sq. ft. required for masonry siding	305.74 sq. ft. masonry siding (~190%)
Credit for major architectural feature	10% each	20% credit	Needs to meet 30% (386.88 sq. ft.) of premium siding requirement

Seaboard Townhome Series (Unit 10A)			
<i>Appearance Code Requirements</i>		<i>Proposed Elevation</i>	
Masonry product	75% of total buildings	78 buildings	100% of total buildings
Premium Siding	50% on front façade – excluding openings	1,130.13 sq. ft. façade area (565 sq. ft. required)	241.75 sq. ft. premium siding (21.40%)
Masonry Siding	25% of premium siding	141.25 sq. ft. of 565 sq. ft. required for masonry siding	241.75 sq. ft. masonry siding (~170%)
Credit for major architectural feature	10% each	20% credit	Needs to meet 30% (339.04 sq. ft.) of premium siding requirement

FINAL PLAT OF SUBDIVISION COMMENTS:

1. **PREVIOUSLY APPROVED PRELIMINARY PLANS** – Preliminary/Final Plats for both Units 10 and 11 were approved by the City Council in February 2005 but were never recorded and have since expired.
2. **CERTIFICATE BLOCK** – The certificate block on Sheets 8 of 8 for Unit 10A and Unit 11A should be revised to reference “Approved and Accepted by the City Planning and Zoning Commission” rather than “City Plan Commission”.



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 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – July 23, 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 #6

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – July 23, 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.

