

Q/A for April 18, 2023

Agenda #	Title	Requestor Responder
I4	Waive the applicable provisions of the Naperville Procurement Code in order to establish pricing for the 2023 construction season and award Procurement RFQ 23-071, Concrete Restoration Program - Citywide, to various contractors for an amount not to exceed \$350,000 and for the period of May 1, 2023 through December 31, 2023 (requires six positive votes)	
Q.	Will meeting the RBO also be added to the criteria as #8 in the write up?	Hinterlong
A.	Not in 2023. The RBO goes into effect as of January 1, 2024. Legal and Finance are working to update bid documents, terms and conditions, contract language and interal review processes to implement this change for awards after January 1, 2024.	Dublinski

I7	Approve the award of Bid 23-0582, Brush Collection Services, to Steve Piper and Sons and Trees "R" Us, Inc. for an amount not to exceed \$493, 936 and for a two-year term.	
Q.	Is two bidders all we ever get bidding this work?	Hinterlong
A.	In 2017, four vendors bid on the brush collection program. In 2020, two bids were received for the program.	Dublinski

I7	Approve the award of Bid 23-0582, Brush Collection Services, to Steve Piper and Sons and Trees "R" Us, Inc. for an amount not to exceed \$493, 936 and for a two-year term.	
Q.	Do we know why there is such a huge price difference between the 2 vendors? Because Steve Piper & Sons is so much cheaper, shouldn't that business get the majority of the assigned work instead of a 50/50 divide as long as Steve Piper & Sons can handle the amount of work?	Taylor
A.	After the bid pricing was received, staff contacted Steve Piper to discuss whether or not they could complete all the areas each week. It was determined that Steve Piper could only complete one area per collection week to stay on schedule. There is a possibility that he may be able to do both sections during the Friday collection week since it is a smaller area, and that will be evaluated closer to that collection.	Dublinski

J1-5	Naperville Wheaton Townhomes (Pearl Subdivision)	
Q.	1. Are the proposed townhomes for sale or rent?	Sullivan
A.	The proposed townhomes are for rent.	Mattingly
	2. If for sale, will there be an HOA? If rented, will landscaping be maintained as part of the rent through a management company?	Sullivan
A.	The proposed townhomes are for rent. The Petitioner has indicated that the landscaping and snow removal will be handled by the professional management company.	Mattingly
	3. The petitioner is asking for over double the number of townhouses allowed in R3A - what is the hardship that requires this variance?	
A.	The Petitioner has provided the following response: The Petitioner is seeking to help diversity the city's housing stock by providing more options at various price points. The City of Naperville currently has a disproportionate share of owner-occupied vs rental housing compared to state and national averages (see housing statistics attachment). This is inconsistent with the city's comprehensive plan and housing objectives to provide housing options for all. Also, currently the City Code is very restrictive as to permitting density in its residential zoning districts which precludes the possibility to provide attainable housing which is a hardship on not only the project, but on residents and future residents of the city. As a result, almost all non-single family detached developments require density variances. Of recent note this includes the townhomes on 4th and Loomis, Vantage, Charleston ROW's, Lincoln at Calamos, Avenieda, B-3 Courtplace, Ellsworth Station, Diehl and Raymond. Also, even though a density variance is required the bulk is considerably less than what is permitted. For instance each unit could be 3,000 square feet and 40' tall which would lead to much larger and more impactful buildings.	Mattingly
Q.	4. Will these units count toward Naperville's affordable housing stock with IDHA?	
A.	The Petitioner is proposing a monthly rent between \$1,600 - \$1,900 for the two-bedroom units and \$1,900 - \$2,200 for the three bedroom units. Per IHDA's 2019 AHPAA calculation, the affordable rent for renters at 60% of the regional median household income with no more than 30% of income spent on rent and utilities equates to an apartment rent of no more than \$950 per month. Therefore, these units will not count towards IHDA's 10% requirement.	Mattingly
Q.	5. Will fees be charged for parks and schools for this development? At what rate?	
A.	Yes, the Petitioner has elected to pay cash-in-lieu of a contribution of land for the required School and Park Donations. The Petitioner will pay an estimated lump sum payment of \$14,864.61 for the school donation and an estimated lump sum payment of \$96,885.84 for the park donation. Both of the estimated payments include a credit for 2 three-bedroom single family residences (both of which have been demolished) per the provisions of Section 7-3-5:5.2.1 and subsection 5:5.2.1.1.	Mattingly
Q.	6. Will 38 parking spots be reserved or assigned by unit, or will surface lot parking be monitored or organized?	

A.	The Petitioner has provided the following response: The parking supply will be monitored by the management company and the parking spots will be assigned by the lease. All unauthorized vehicles will be towed. Based on census data on vehicle ownership it is estimated that 50% of the two-bedroom units will only have one car which opens up additional guest parking supply. The three bedroom units will be likely to have one or two cars which further opens up the guest parking supply. The petitioner had a professional parking and traffic engineer prepare a parking study which indicated the peak parking demand is 36 parking spaces (the traffic study has been included in the QA attachments and can also be found in the agenda item attachments). The petitioner is providing 40 spaces.	Mattingly
Q.	7. Where is the nearest place that residents/guests can legally park (day and overnight) when the lot is full and what is the capacity of that area?	
A.	The Petitioner has provided the following response: The Petitioner does not believe additional parking will be required, however, in the event there is the need for temporary additional parking, the petitioner has reached out to the owner of the Gerald auto building immediately to the west to discuss a parking arrangement if required.	Mattingly

Q.	<p>1) Is the petitioner planning on paying the full school and park donations?</p> <p>2) Please provide details regarding the planned rents as well as information regarding how those rents compare to the "Naperville affordable" rents that were preliminarily proposed by SB Friedman as part of the Naperville Affordable Housing Incentive Program.</p> <p>3) How significant would a snowfall event have to be before the property owner would haul away the snow rather than push it to the eastern edge of this property?</p> <p>4) Please provide the units/acre ratio being proposed here, as well as the units/acre for the Vantage microunits. And how many acres does ROC own on the site to the southeast of this property?</p> <p>5) What stormwater requirements were part of the Vantage and KLA developments, and have all approved requirements been met by both of those developments?</p>	Kelly
A.	1) Yes, the Petitioner has elected to pay cash-in-lieu of a contribution of land for the required School and Park Donations. The Petitioner will pay an estimated lump sum payment of \$14,864.61 for the school donation and an estimated lump sum payment of \$96,885.84 for the park donation. Both of the estimated payments include a credit for 2 three-bedroom single family residences (both of which have been demolished) per the provisions of Section 7-3-5:5.2.1 and subsection 5:5.2.1.1.	Mattingly
A.	2) The Petitioner has provided the following response: Petitioner anticipates rents of between \$1,600-\$1,900 for the 6 two-bedroom townhomes and between \$1,900-\$2,200 for the 13 three-bedroom units. The SB Friedman Report was issued in April of 2022 and anticipated local affordable rents of between \$1,600-\$1,900 for a family of three would indicate a two-bedroom unit which is consistent with what the petitioner anticipates their two-bedroom units would lease for. The three-bedroom units would rent for more. The City has recently engaged SB Friedman to determine the corresponding "Naperville Affordable" rents would be for different housing options such as three bedroom townhomes which would be anticipated to be more as they would accommodate a 5 member household. Lastly, the petitioner has researched with HUD determines as local affordable for two and three-bedroom units within the 5 mile proximity of 60563 which is the "Naperville Small Area". The finding is \$2,050 for a two bedroom and \$2,600 for a three bedroom which exceed the petitioner's anticipated rents. Lastly, the city recently determined on the "for sale" side an affordable price point is \$440,000. The petitioner compared their rental rates to what a \$440,000 home would cost on a monthly basis. The corresponding monthly payment of principle, interest, taxes, PMI and HOA fees would be approximately double at \$4,251.80 (see the following attachments provided by the petitioner: Average Home Price, FY 2023 Fair Market Rent Documentation, and SB Friedman Understanding the Affordability Targets).	Mattingly
A.	3) The Petitioner has provided the following response: Please see the attached snow removal exhibit. The Petitioner's civil engineer has stated that these snow removal locations are able to accommodate 8" which is a large snow event. Any event over 8" inches will be hauled off. The petitioner has stated that the community will be professionally managed and that the annual management company budget will include funding for snow haul off if necessary. It is unlikely that there will be haul off necessary most years as the first 8" can be accommodated on-site.	Mattingly
A.	4) The Petitioner has provided the following response: Here the property consists of 45,490 square feet which is approximately 1.1 acres which is roughly 18 units per acre. Vantage was 114 units on 2.26 acres which is a density of approximately 50 units per acre.	Mattingly
A.	5) KLA School development provided stormwater detention underground in detention vaults sized for the 100-year storm event. The school also provided Post Construction Best Management Practices (PCBMPs) volume control within the underground detention vaults. These vaults have an open bottom with a granular base which allows the stormwater to infiltrate back into the ground meeting the DuPage County Ordinance for PCBMPs. Vantage Apartments provided no stormwater storage as their re-development did not meet additional impervious area requirements as defined by the DuPage County Ordinance. The re-development into the Vantage Apartments maintained the similar drainage as was existing.	Mattingly

L1	Receive the staff report for 10 Martin Avenue and 801 S. Washington Street (Naperville Medical Office Building) - PZC 22-1-030 (Item 1 of 3)	
	Please note the staff discovered last night that the wrong landscape plan was inadvertently attached. The correct landscape plan, reflecting all proposed tree removals and new plantings, is now attached (as Exhibit G)	Venard
Q.	What are the plans for pedestrian access to the new building and the larger campus?	Sullivan
A.	Exhibit E shows the proposed pedestrian connections on the subject property. A new pedestrian walkway will be connected to Martin Avenue along the subject property's west property line, and then be connected to the building with crosswalks extending through key locations in the parking lot. An accessible pedestrian route will also be provided to the building from Washington Street on the southern portion of the property. The Washington Street pedestrian connection will include a combination of marked crosswalks and sidewalks extending through the parking areas.	Kopinski

Q.	Please provide details regarding any changes to pedestrian access made between the time this proposal was initially submitted to city staff and now. Please provide details regarding any changes to the exterior signage made between the time this proposal was initially submitted to city staff and now.	<i>Kelly</i>
A.	Additional pedestrian connections have been incorporated on the subject property as a result of ongoing staff review. The following key changes occurred after the petitioner's first submittal (and are reflected on Exhibit E): a new sidewalk along the subject property's west property line is proposed to connect Martin Avenue to Pam Davis Drive (internal to the site); marked crosswalks have been added within the parking lot proposed; and, an accessible route connecting the building directly to Washington Street has been added. Minor changes have occurred to the petitioner's signage plan since the time of submittal, including: the monument sign at the corner of Washington St. and Martin Avenue was reduced from 20 ft. wide and 12 ft. in height to 17.25 ft. wide and 10 ft. tall; the wall sign on the west building facade was reduced from 100 sq. ft. to 90 sq. ft.; and, the directional sign on Martin Ave. was reduced from 12 ft. in height to 10 ft. in height. Please note that there have been no changes to the signage plan since the public hearing before PZC.	<i>Kopinski</i>

L3	Pass the ordinance approving multiple variances related to setbacks and signage for certain property located at 10 Martin Avenue and 801 S. Washington Street (Naperville Medical Office Building) - PZC 22-1-030 (Item 3 of 3)	
Q.	On the east elevation there shows a stairwell going from the parking lot to Martin Ave. Is there a handicap ramp needed at that location as well?	<i>Hinterlong</i>
	There's also stairs on the NWC of the building, same thing. Is a ramp required there?	
	It shows different locations for the trash corral. Exhibit G is in the parking lot and exhibit F is on Martin. Which one is correct?	
	Was the big oak tree by the Pam Davis dr. apron saved?	
A.	Alternative accessible routes are provided to both Martin Avenue and Washington Street, so ramps near the stairs mentioned are not required. Exhibit G shows the correct location of the trash enclosure. The oak tree by the Pam Davis Dr. apron will be removed upon redevelopment of the site.	<i>Kopinski</i>

L4	Adopt the resolution authorizing the City Manager to enter into an agreement between the City and the Century Walk Corporation (Item 1 of 2)	
Q.	Do we insure the pieces now? How much does it cost for insurance for the pieces? Why isn't the library properties considered our property (city)?	<i>Hinterlong</i>
A.	The City's property insurance policy includes \$2,500,000 in coverage for Unscheduled Fine Arts (\$50,000 deductible applies). The cost of that coverage is not detailed in the property insurance premium, which was \$788,000 in 2022. If any piece is valued in excess of \$2,500,000, the City would need to add that to our schedule of insured property. The City and the Century Walk agree that the Century Walk art at the Naperville libraries are on City property and the exhibits to the agreement have been amended to reflect that the Century Walk art at library locations is owned by the City. A copy of the amended agreement is attached.	<i>DiSanto</i>

L4	Adopt the resolution authorizing the City Manager to enter into an agreement between the City and the Century Walk Corporation (Item 1 of 2)	
Q.	If the agreement isn't renewed at some point, does this mean the City loses its ownership rights to the art on City owned land? Why wouldn't the City own the art on Library land? Although the Library Board votes on its own budget, the Library gets the majority of its revenue from the City.	<i>Taylor</i>
A.	Historically, the issue of ownership of Century Walk art has been unclear. The proposed agreement clarifies that both the City and the Century Walk agree that the City owns the art on City-owned property. That understanding and agreement will survive the expiration or termination of the proposed agreement. The City and the Century Walk agree that the Century Walk art at the Naperville libraries are on City property and the exhibits to the agreement have been amended to reflect that the Century Walk art at library locations is owned by the City. A copy of the amended agreement is attached.	<i>DiSanto</i>
Q.	Why is there is not a first reading and opportunity to discuss, as there seems to be more questions than solutions in the agreement?	<i>Anderson</i>
A.	The Municipal Code proscribes first readings anytime there is an ordinance that amends the language of the Municipal Code. First readings are not required for adoption of a resolution authorizing an agreement. Nevertheless, Council may choose to table this item to a future meeting if additional time is needed to address concerns.	<i>DiSanto</i>

L4-5	L4-Adopt the resolution authorizing the City Manager to enter into an agreement between the City and the Century Walk Corporation (Item 1 of 2) L5-Approve the Calendar Year 2023 SECA Grant Fund Program City Obligation allocation (Year 2 of 3) to Century Walk for the establishment of capital public art projects in the amount of \$100,000 and for maintenance of public art in the amount of \$50,000 (Item 2 of 2)	
Q.	1. What process is in place to determine how much, if any, money will be allocated to Century Walk through City Obligations after the current three year term expires?	<i>Sullivan</i>

A.	<p>The agreement states that after 2024, on an annual basis, the City shall consider designating to the Century Walk a Grant in an amount determined by the Naperville City Council, in its sole discretion, to assist the Century Walk with financing the establishment of specific public art projects as represented by the Century Walk to the Naperville City Council.</p> <p>After 2024, staff anticipates that the Century Walk will petition the City Council for future grant funding and at that time, the City Council will need to direct staff as to whether the current arrangement will continue for a set term or whether a different arrangement is desired.</p>	Gallahue / DiSanto
Q.	2. How do the City's Public Art Commission and Century Walk collaborate or cooperate under this agreement?	Sullivan
A.	At this time, the Century Walk and the Special Events and Community Arts (SECA) Commission do not collaborate. As with other City Obligation grantees, application approval authority was removed from the SECA Commission and rests with the City Council.	Gallahue
Q.	3. Who is responsible on the staff level to enforce the FIVE stipulations that City Council put on the three year City Obligation agreement agreed to in 2020 with Century Walk that is also in the contract? What processes need to be followed to ensure compliance?	Sullivan
A.	Prior to making the annual requests available to the City Council, the Special Events Coordinator reviews the applications to ensure they are consistent with three stipulations (capital projects, located on public property, and financial statements). Upon City Council approval, the Special Events Coordinator will release the pre-payment (the fourth stipulation). Regarding the fifth stipulation, staff understood that a Council liaison was assigned to Century Walk but is not privy to meeting schedule, agendas, or attendance. If there are any issues, the matter will be escalated to the Community Services Director and/or the City Manager for resolution.	Gallahue
Q.	4. Has Century Walk been reimbursed for Year 1 capital (\$100K) and how did staff determine if they are in compliance with the stipulations of that grant? What public art project did the \$100k go to in Year 1/ 2022? Please include all the reimbursement requests and the documents CW provided before getting city reimbursement in Year 1 and documentation (if any) showing all five stipulations being met before money was disbursed.	Sullivan
A.	For 2022, City Obligation Year 1 of 3, Century Walk requested funding for the Gold Star Memorial at Veteran's Park (\$60,799) and for the Printed Word to be relocated (\$36,700). Requests for Payment for both were supported by contracts and invoices submitted by Century Walk. Staff denied the \$2,500 request for Medal of Honor coins as it was outside the funding criteria set by the City Council.	Gallahue
Q.	5. An email was received with questions from a resident regarding art pieces that may be miscategorized on Exhibits A, B & C. Have those questions been addressed and does staff or CW believe any of the exhibits need to be amended?	Sullivan
A.	<p>The resident email provided many helpful insights concerning the art pieces categorized in the exhibits. Staff reviewed the email with Century Walk and the parties agreed to make amendments to the agreement and the exhibits based on the input.</p> <p>The amendments include transferring the art pieces located at the the Naperville libraries and Veterans Park from Exhibit B to Exhibit A ("Century Walk Public Art Located on City-Owned Property"). A copy of the amended agreement is attached.</p>	DiSanto
Q.	6. What specific records and in what form does CW need to maintain financial and other documentation for art paid for by City grants? The contract does not seem to include any specificity on what documentation will be required.	Sullivan
A.	Century Walk has provided to staff via email a Federal 990, Profit/Loss Statement, and canceled checks (upon request).	Gallahue
Q.	7. If funds are disbursed prior to an art project being installed, what is the remedy if the art is never installed or only partially installed or not installed as planned/promised in the reimbursement request? In other words, what remedy, if any, does the City have for pulling back funding from CW if the art doesn't get produced to spec?	Sullivan
A.	The City will rely upon the Agreement that all grantees must sign upon award of SECA funds. Specifically, Article 1 Section B: Term of Agreement states the following, "All monies subject to reimbursement or advanced for this event/project will be expended by Grantee between X-X. the funds shall be expended, and the project or service completed by X. If additional time is needed for the project, the request for a time extension must be made in writing to the Special Events Coordinator before the closing date of the project or by November 1, 20XX, whichever is earlier. If no extension is requested, recipients will forfeit reimbursement of all grant monies and shall be required to return all advanced funds. "	Gallahue
Q.	8. Under this contract, can Century Walk essentially use the \$100k annual city obligation grant to commission any art piece of its choosing, as long as it meets the five stipulations, without input or approval from the public, staff, City Council, the Public Art commission, etc.? What, if any, controls are in place for quality assurance or subject matter?	Sullivan
A.	The funding components of this agreement are consistent with the stipulations directed by Council in July 2021. As with other City Obligation grantees, the SECA Commission does not review City Obligation applications, and the City Council can approve/deny the funding based on projects proposed in the application.	Gallahue
L-5	Approve the Calendar Year 2023 SECA Grant Fund Program City Obligation allocation (Year 2 of 3) to Century Walk for the establishment of capital public art projects in the amount of \$100,000 and for maintenance of public art in the amount of \$50,000 (Item 2 of 2)	

Q.	If agenda item L4 is approved to adopt the resolution authorizing the City Manager to enter into an agreement between the City and the Century Walk Corporation, is it accurate that \$100,000 grants will only be provided to Century Walk in 2023 and 2024 if (among other requirements): (1) a City Council liaison is added to the Century Walk board for financial oversight; and (2) Century Walk provides its financial statements to the City? If so, have those two requirements been met? If not, can city staff confirm the 2023 and 2024 \$100,000 grants will not be provided to Century Walk until those two requirements (in addition to any other requirements set forth in the Agreement) have been met?	Kelly
A.	That is correct, the \$100,000 prepayment will only be disbursed if the five stipulations have been met. For the 2023 City Obligation grant, Century Walk has applied for the extension of the "Naperville Love's a Parade" mural, the Martin Luther King sculpture at North Central College, and temporary brick wall scenes on Bieldleman's. At the time application was made in July 2022, Century Walk indicated projects were tentative and would require negotiations. Prior to Council awarding the \$100,000 prepayment for 2023, staff will confirm whether updates to the application are necessary.	Gallahue

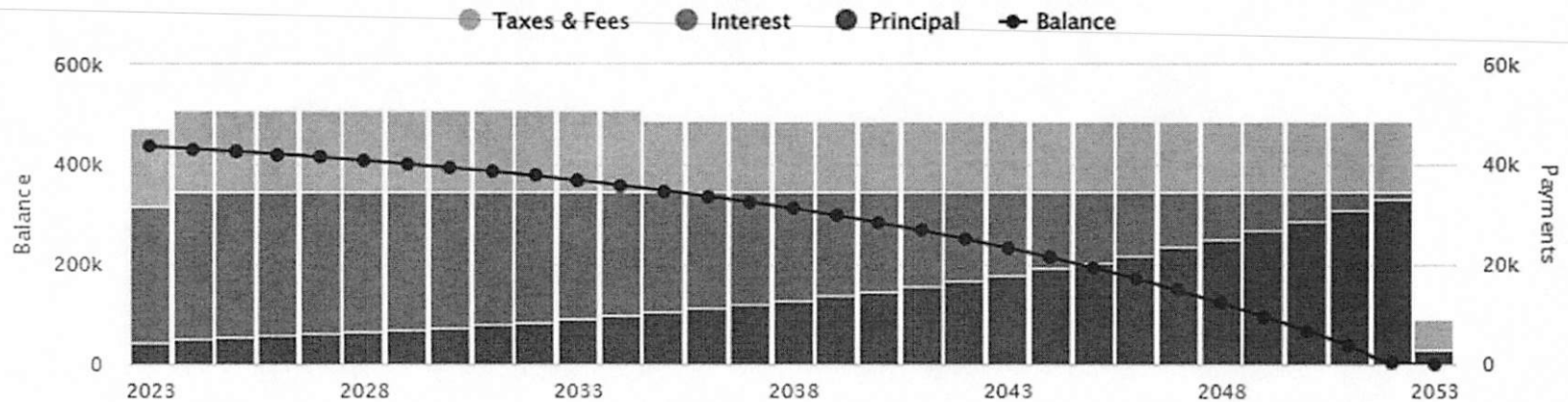
L-6	Pass the ordinance repealing Section 1-13-1:1 of the Naperville Municipal Code striking the regulation requiring public disclosure of certain campaign contributions	
Q.	1. Has any Mayor or Councilmember ever been found in violation of this ordinance by the Ethics Officer/City Attorney since this ordinance went into place?	Sullivan
A.	No.	DiSanto
Q.	2. If the Mayor or a Councilmember fails to disclose under this ordinance, does the penalty include any civil or criminal consequences? Is it likely that an attorney serving as Mayor or Councilmember be disbarred for violating this part of the ordinance?	Sullivan
A.	The campaign contribution ordinance is a local regulation that does not impose any criminal or civil penalties for non-compliance. The Council has discretion to censure members who violate this ordinance. The Attorney Registration and Disciplinary Commission (ARDC) operates under the authority of the Illinois Supreme Court and it has sole authority to regulate the admission and discipline of lawyers in Illinois. Registration practices and disciplinary proceedings are governed by rules adopted by the Illinois Supreme Court. Whether a violation of Naperville's campaign contribution disclosure ordinance by an Illinois licensed attorney could result in ARDC discipline is up to the purview of the ARDC.	DiSanto
Q.	3. How many times since it passed have either the Mayor or sitting Councilmembers disclosed under this ordinance? Did such a disclosure ever result in a quorum not being met or the item for discussion not being voted upon?	Sullivan
A.	Since the campaign disclosure ordinance was passed on December 15, 2020, there has been one disclosure made pursuant to the ordinance. The disclosure did not impact the Council's quorum or the Council's ability to vote.	DiSanto

M1	Approve the award of Bid 23-006, 2023 Sidewalk and Curb Maintenance Program, to Schroeder & Schroeder, Inc for an amount not to exceed \$1,182,905, plus a 3% contingency	
Q.	Is this contract for all repair work to sidewalks or is there infill sidewalks as part of this bid? If there's infill sidewalks in this bid, can you list those infill addresses please?	Hinterlong
A.	This bid only includes the repair of existing sidewalks; no infill sidewalks are included.	Novack

AVERAGE HOME PRICE \$480,000

MORTGAGECALCULATOR.COM

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Mortgage Details

Home value:	\$440,000
Down payment:	\$0.00
Loan amount:	\$440,000
Interest rate:	6.80%
Loan term:	30 years
Start date:	Feb, 2023
Property tax:	\$8,800.00
PMI:	0.50%
Yearly Home Insurance:	\$2,000
Monthly HOA Fee:	\$300

Mortgage Repayment Summary

\$4,251.80	\$4,068.47
Payment with PMI	After 149 months
\$183.33	\$27,316.67
149 PMI Payments	Total PMI to Jul, 2035
\$0.00	0.00%
Down payment amount	Down payment %
Jan, 2053	\$592,649.50
Loan pay-off date	Total Interest Paid
\$733.33	\$264,000.00
Monthly Tax Paid	Total Tax Paid
\$300.00	\$108,000.00
Monthly HOA fees	Total HOA fees
\$166.67	\$60,000.00
Monthly Home Insurance	Total Home Insurance
\$48,821.65	\$1,491,966.16
Annual Payment Amount	Total of 360 Payments

5-MILE RADIUS INCOME PROFILE



Household Income Profile

5S275 Naperville Wheaton Rd Naperville IL 60563

5S275 Naperville Wheaton Rd Naperville IL 60563

Ring: 5 mile radius

Latitude: 41.7943

Longitude: -88.1216

Summary	2022	2027	2022-2027 Change	2022-2027 Annual Rate
Population	221,887	220,991	-896	-0.08%
Households	87,659	87,607	-52	-0.01%
Median Age	41.2	42.1	0.9	0.43%
Average Household Size	2.48	2.47	-0.01	-0.08%

Households by Income	2022		2027	
	Number	Percent	Number	Percent
Household	87,659	100%	87,607	100%
<\$15,000	2,807	3.2%	2,065	2.4%
\$15,000-\$24,999	3,358	3.8%	2,395	2.7%
\$25,000-\$34,999	3,364	3.8%	2,554	2.9%
\$35,000-\$49,999	6,386	7.3%	4,938	5.6%
\$50,000-\$74,999	11,249	12.8%	9,231	10.5%
\$75,000-\$99,999	10,449	11.9%	9,749	11.1%
\$100,000-\$149,999	19,831	22.6%	21,664	24.7%
\$150,000-\$199,999	12,955	14.8%	15,361	17.5%
\$200,000+	17,260	19.7%	19,648	22.4%

Median Household Income	\$111,246	\$124,215
Average Household Income	\$150,843	\$170,947
Per Capita Income	\$59,733	\$67,910



FY 2023 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2023 Chicago-Joliet-Naperville, IL HUD Metro FMR Area Small Area FMRs

The following are the steps used to calculate the 2-bedroom rent of \$2,050 for ZIP Code 60563.

1. Evaluate the current 5-year ACS Adjusted Standard Quality (ASQ) 40th percentile 2-bedroom gross rent. If the estimate has a margin of error ratio of less than 50% and at least one hundred survey cases, use this as the ZCTA base rent for the SAFMR for the current year.
2. If the 2-Bedroom rent is not reliable, evaluate the 1-Bedroom gross rent. If this estimate is reliable, convert it to a 2-bedroom rent using the appropriate bedroom ratio of the parent HUD metropolitan area.
3. If the 2 and 1-Bedroom rents are not reliable, evaluate the 3-Bedroom gross rent. If this estimate is reliable, convert it to a 2-bedroom rent using the appropriate bedroom ratio of the parent HUD metropolitan area.
4. Repeat the above three steps for the previous two ACS years. If a ZIP code has reliable 2-Bedroom equivalent rents in at least two or the three ACS years, update the non-current year ACS estimates for inflation, and take the average of the reliable estimates as the base rent for FY2023.
5. Calculate a FY2023 Small Area Fair Market Rent by multiplying this base rent by the recent mover factor, the CPI gross rent update factor, and the forecasted trend factor.
6. If the ZIP code does not have a reliable base rent, evaluate the quality of its 5-year ACS Adjusted Standard Quality (ASQ) median all bedroom gross rent for the previous three ACS years. If at least two of these three estimates are reliable, calculate ratios of the ZIP code median gross rent estimate to that of the ZIP code's parent HUD metropolitan area. Take the average of these ratios. If the ZIP code does not have reliable ZIP code median gross rents, examine the reliability of the ZIP code's parent county. If at least two of these three estimates are reliable, calculate ratios of the county median gross rent estimate to that of the county's parent HUD metropolitan area. If county level estimates are not reliable, set the ratio to 1.
7. If necessary apply the ZIP code rent ratio to the FY2023 2-Bedroom Fair Market Rent for the ZIP code's parent HUD metropolitan area.
8. Ensure that the 2-Bedroom SAFMR does not exceed 150% of the parent HUD metropolitan FMR.
9. Ensure the 2-Bedroom SAFMR is not lower than the ZIP code's parent state minimum FMR.
10. Calculate SAFMRs for other bedroom sizes using the bedroom ratios for the ZIP code's parent metropolitan area.
11. Ensure that the SAFMRs do not fall below the appropriate 90% floor.

The FY 2023 Chicago-Joliet-Naperville, IL HUD Metro FMR Area Small Area FMRs for All Bedroom Sizes in ZIP Code 60563

HUD - Affordable based on small area - Naperville

FY2023 SAFMRs By Unit Bedrooms				
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$1,650	\$1,790	\$2,050	\$2,600	\$3,090

\$1,800 \$2,200

The remainder of this page provides complete documentation of the development of the Final FY 2023 2 Bedroom Small Area Fair Market Rent (FMR) for 60563 within the Chicago-Joliet-Naperville, IL HUD Metro

HOUSING STATISTICS

US CENSUS DATA








<u>AREA</u>	<u>POPULATION</u>	<u>OWNER-OCCUPIED PERCENTAGE</u>
NAPERVILLE	149,104	75.3%
ILLINOIS	12,671,469	67.5%
UNITED STATES	331,449,281	65.4%

UNDERSTANDING THE AFFORDABILITY TARGETS

Supports households from a variety of backgrounds

Household income target

← Lower income

	REGIONAL RENTAL	LOCAL RENTAL	LOCAL FOR-SALE
Affordability Standard	IHDA Chicago Region	Naperville	Naperville
Applicability	Rental	Rental	For-sale
Target AMI Range [1]	60% AMI	50-60% AMI	80-100% AMI
Income (3-person household)	\$50,300	\$63,000-\$65,600	\$100,700-125,000
Rent / Home Value [2]	Rent: \$1,300	Rent: \$1,600-1,900	Home Value: \$200,000-\$250,000
Example Household [3]	   Pharmacy assistant, 2 children	   Janitor, Hairdresser, 1 child	 Commercial bank

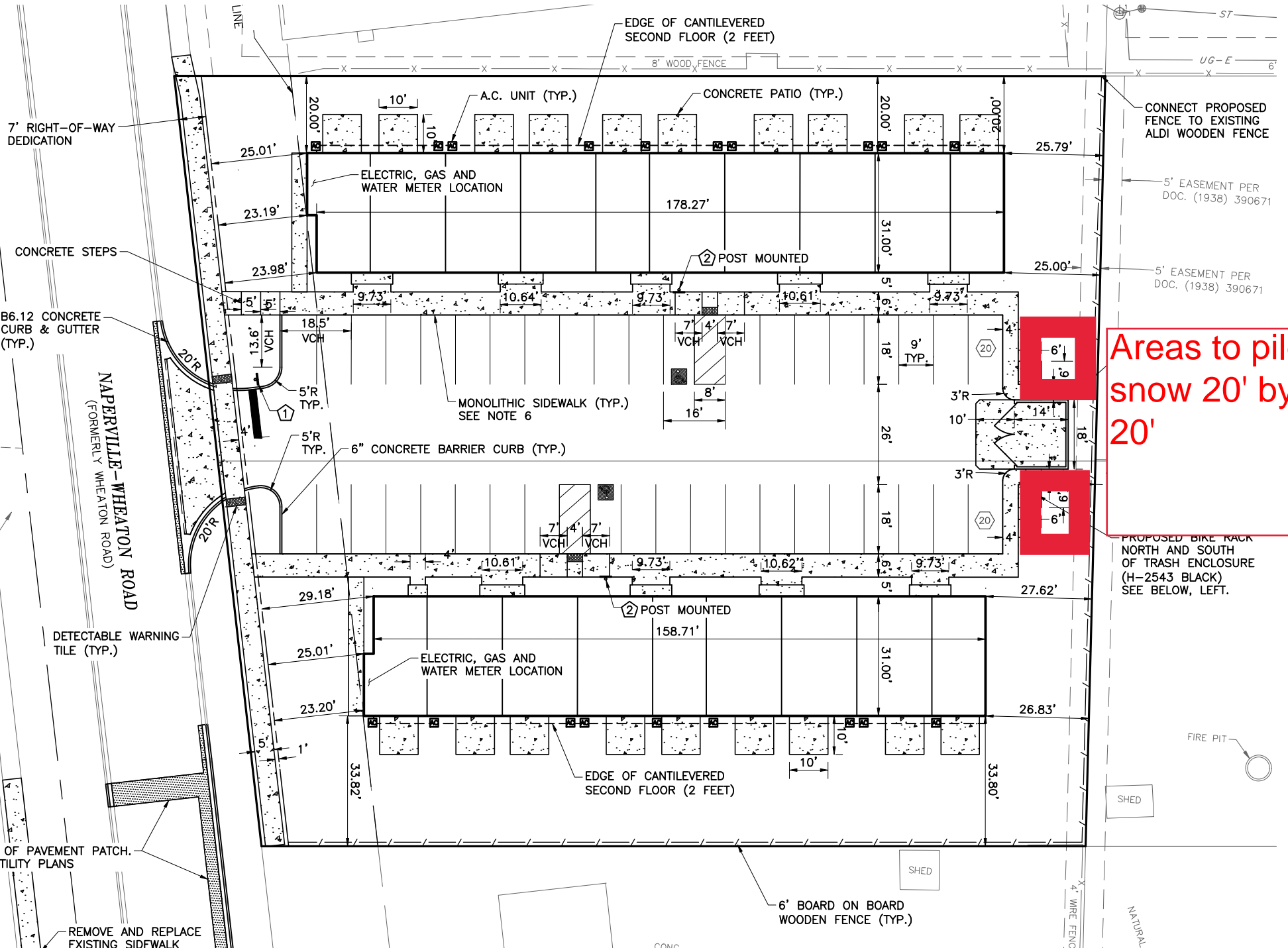
[1] Area Median Income (AMI). Target AMI is up to X% AMI.

[2] The value of owner-occupied housing similarly assumes 30% of a household's monthly income is the maximum available for mortgage payments and other related housing costs. Mortgage payments account for 60% of monthly owner costs, a 30-year mortgage with a 4% interest rate.

[3] Example household is for the lowest targeted income (i.e., 50% AMI for local rental, 80% AMI for local for-sale)

Source: EMSI, IHDA 2021 Income Limits, 2019 ACS 5-Year Estimates, SB Friedman

SNOW REMOVAL EXHIBIT



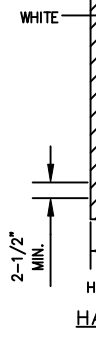
Areas to pile snow 20' by 20'

CONNECT PROPOSED FENCE TO EXISTING ALDI WOODEN FENCE

5' EASEMENT PER DOC. (1938) 390671

5' EASEMENT PER DOC. (1938) 390671

PROPOSED BIKE RACK NORTH AND SOUTH OF TRASH ENCLOSURE (H-2543 BLACK) SEE BELOW, LEFT.



7' RIGHT-OF-WAY DEDICATION

CONCRETE STEPS

B6.12 CONCRETE CURB & GUTTER (TYP.)

NAPERVILLE-WHEATON ROAD (FORMERLY WHEATON ROAD)

DETECTABLE WARNING TILE (TYP.)

PTS OF PAVEMENT PATCH. UTILITY PLANS

REMOVE AND REPLACE EXISTING SIDEWALK

EDGE OF CANTILEVERED SECOND FLOOR (2 FEET)

8' WOOD FENCE

ELECTRIC, GAS AND WATER METER LOCATION

CONCRETE PATIO (TYP.)

MONOLITHIC SIDEWALK (TYP.) SEE NOTE 6

6" CONCRETE BARRIER CURB (TYP.)

ELECTRIC, GAS AND WATER METER LOCATION

EDGE OF CANTILEVERED SECOND FLOOR (2 FEET)

6' BOARD ON BOARD WOODEN FENCE (TYP.)

FIRE PIT

SHED

SHED

4" WIRE FENCE

NATURAL

2-1/2" MIN.



Memorandum

TO: Mr. Vince Rosanova
Rosanova & Whitaker LTD

FROM: Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

DATE: March 5, 2023 **Revised March 22, 2023**

RE: Trip Generation and Parking Analysis
Proposed Rental Townhomes
Naperville, Illinois

This memorandum provides a trip generation and parking analysis of a proposed 19-unit rental townhome development on the east side of Naperville-Wheaton Road in Naperville, Illinois.

Development Plan

The development site is located on two lots at 5S275 and 5S311 Naperville-Wheaton Road on the east side of the street. They are currently vacant and were occupied by single-family homes in the past. A single access drive is proposed on Naperville-Wheaton Road leading into a parking lot with 40 surface parking spaces. It will have 19 townhomes available for rent.

Naperville-Wheaton Road is a city collector street between Ogden Avenue (US 34) and Plank Road to the south. It has one travel lane in each direction and a 35 mph speed limit. At its signalized intersection with Ogden Avenue, there is a northbound shared left/thru/right-turn lane. It is under the jurisdiction of the City of Naperville. It carries 8,900 vehicles per day (2020) two-way.

Public Transportation

Public transportation is available to this site from PACE Bus Route 722 - Ogden Avenue, that provides weekday and Saturday service between the Metra BNSF Railway Naperville Station and Yorktown Center in Lombard, operating via Ogden Avenue and Warrenville Road.

Residents will be able to walk along the existing sidewalk system on the east side of Naperville-Wheaton Road to Ogden Avenue.

Trip Generation

Trip estimates were made for the proposed townhomes and the neighboring uses to the north. Site trips for each use was based on from data in the Institute of Transportation Engineer's Trip Generation 11th Ed. Manual which contains trip generation surveys of similar uses. The size of the Aldi grocery store and Starbucks were estimated from aerial photographs. Copies of the trip calculations are attached.

The resulting site traffic volumes are shown in **Table 1**. Traffic generated by the 19 townhomes will be low with one new vehicle trip every six minutes and will have a negligible impact of traffic conditions. The two commercial uses to the north of the site generate significantly more traffic than the proposed townhome development. Copies of the trip generation calculations are attached.

Naperville Parking Requirement

The City of Naperville's Zoning Code requires two parking spaces per each dwelling unit plus 0.25 guest parking spaces per unit for any development including five or more units. The proposed project with 19 townhomes is required to have 43 parking spaces or 2.25 spaces per unit. A parking variation of 3 spaces would be required.

Table 1
Site Traffic Comparison

Use	Size	Weekday	Morning Peak			Evening Peak		
			In	Out	Total	In	Out	Total
Starbucks ⁽¹⁾	2,200 sq. ft.	1,174	95	95	190	43	43	86
Aldi's ⁽²⁾	16,200 sq. ft.	1,890	27	19	46	72	73	145
Townhomes ⁽³⁾	19 units	94	2	7	9	6	5	11

(1) ITE Land Use Code 937 – Coffee/Donut Shop with Drive-Thru

(2) ITE Land Use Code 850: Supermarket

(3) ITE Land Use Code 215- Single Family Attached

National Parking Data

National parking data for townhomes was used to estimate the parking demand for the site. The Institute of Transportation of Engineers' publication Parking Generation, 5th Edition provides parking survey data on townhomes (Land Use Code 220 – Multi-Family Low Rise) from around the country on a per bedroom basis. The 19 townhomes have 6 two-bedroom units and 13 three-bedroom units for a total of 51 bedrooms. The development would generate 35 vehicles or 0.69 vehicles per bedroom which would be satisfied by the proposed parking plan. The 35 vehicles include resident vehicles, visitors, and deliveries. Copies of the calculations are attached. Copies of the parking generation calculations are attached.

Vehicle Ownership

Census data was obtained from the American Community Survey (2017 to 2021) on the vehicle ownership at rental units within the City of Naperville by bedroom. Please note that this data set includes all rental units ranging from senior housing, apartment, and rental condominiums to single-family rental homes, so it is conservatively high. **Table 2** summarizes the data and results. For the bedroom counts, studio units were considered as one-bedroom units for the vehicle ownership. On a per bedroom basis, the 19 townhomes would generate 36 vehicles which would be satisfied by the proposed parking plan.

Table 2
Vehicle Ownership at
Rental Units in Naperville

Vehicles Available	Rental Units	Total Vehicles Available	Bedrooms Per Unit	Bedrooms	Total Bedrooms
0	1,617	0	0	726	726
1	6,888	6,888	1	4,125	4,125
2	4,133	8,266	2	6,316	12,632
3	605	1,815	3	1,493	4,479
4	202	808	4	685	2,740
5	88	440	5	188	940
Totals	13,533	18,217		13,533	25,642
Vehicle Ownership					0.71 veh/bedroom

Parking Recommendation

Table 3 shows the parking demand for the development based on the previously mentioned sources. EEA's recommendation is to provide 40 parking spaces which exceeds the parking survey results from several different sources. Please note that the development's parking supply will be regulated through the leases by the owner.

Table 3
Parking Requirement Summary

Source	Required Parking
Naperville Zoning Code	43 Spaces
Parking Provided	40 Spaces
Census Data	36 Spaces
ITE Parking Generation	35 Spaces

Appendix Material – Copies of the Institute of Transportation Engineers trip and parking generation calculation sheets used in this study are provided for reference.

Appendix

ITE Trip Generation and Parking Calculation Sheets

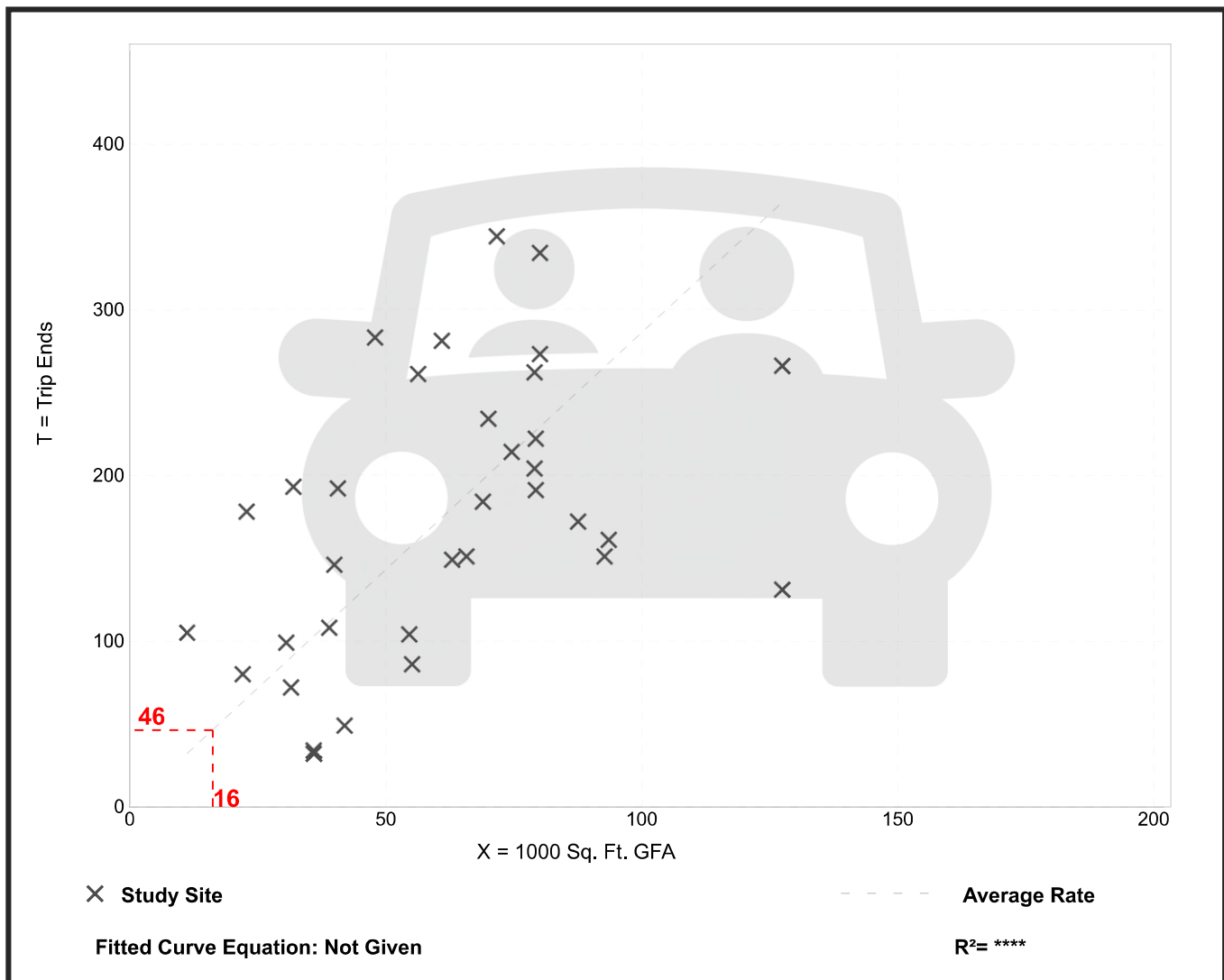
Supermarket (850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 34
 Avg. 1000 Sq. Ft. GFA: 61
 Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.86	0.89 - 9.35	1.45

Data Plot and Equation



Supermarket (850)

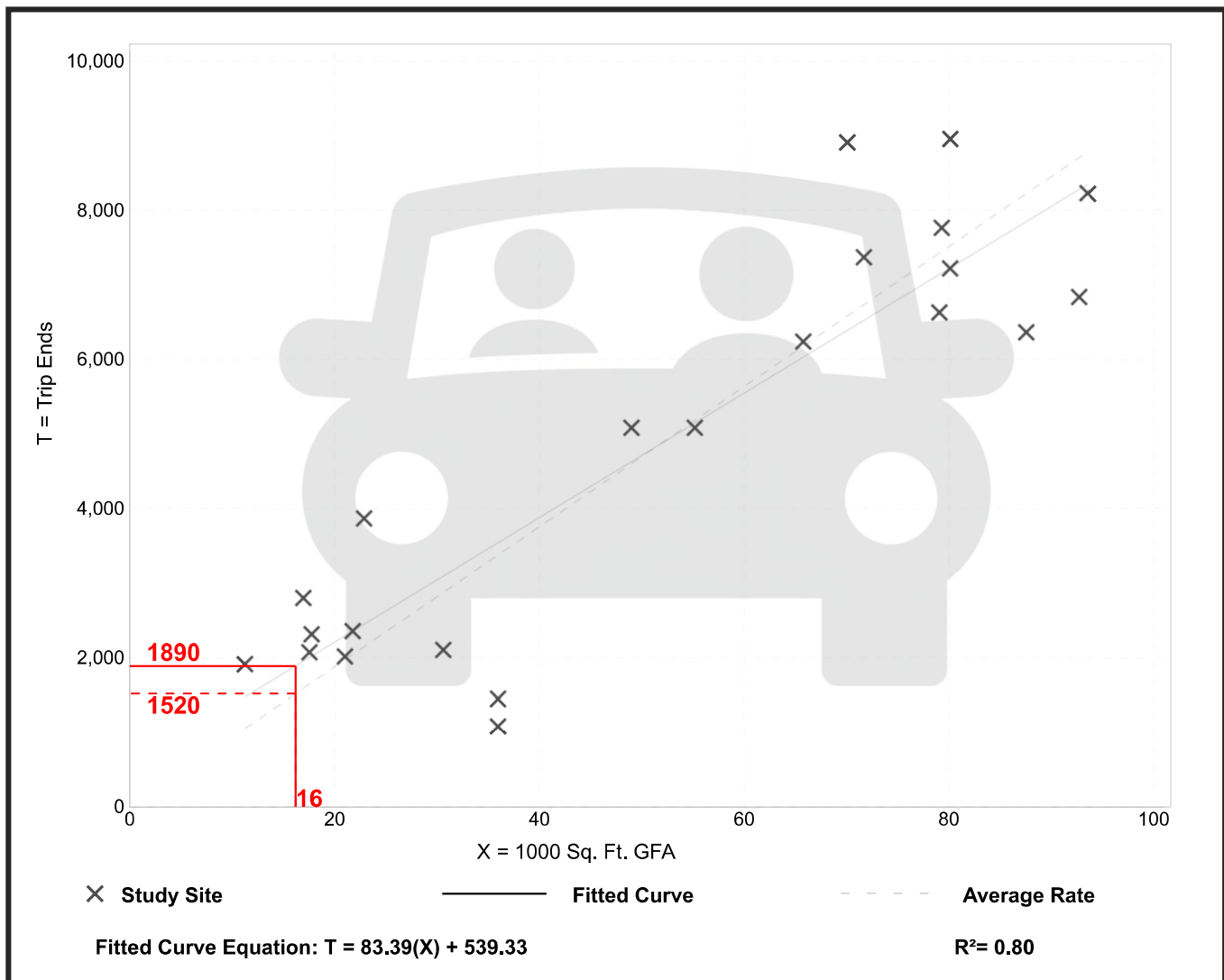
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. 1000 Sq. Ft. GFA: 52
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
93.84	30.09 - 170.24	27.05

Data Plot and Equation



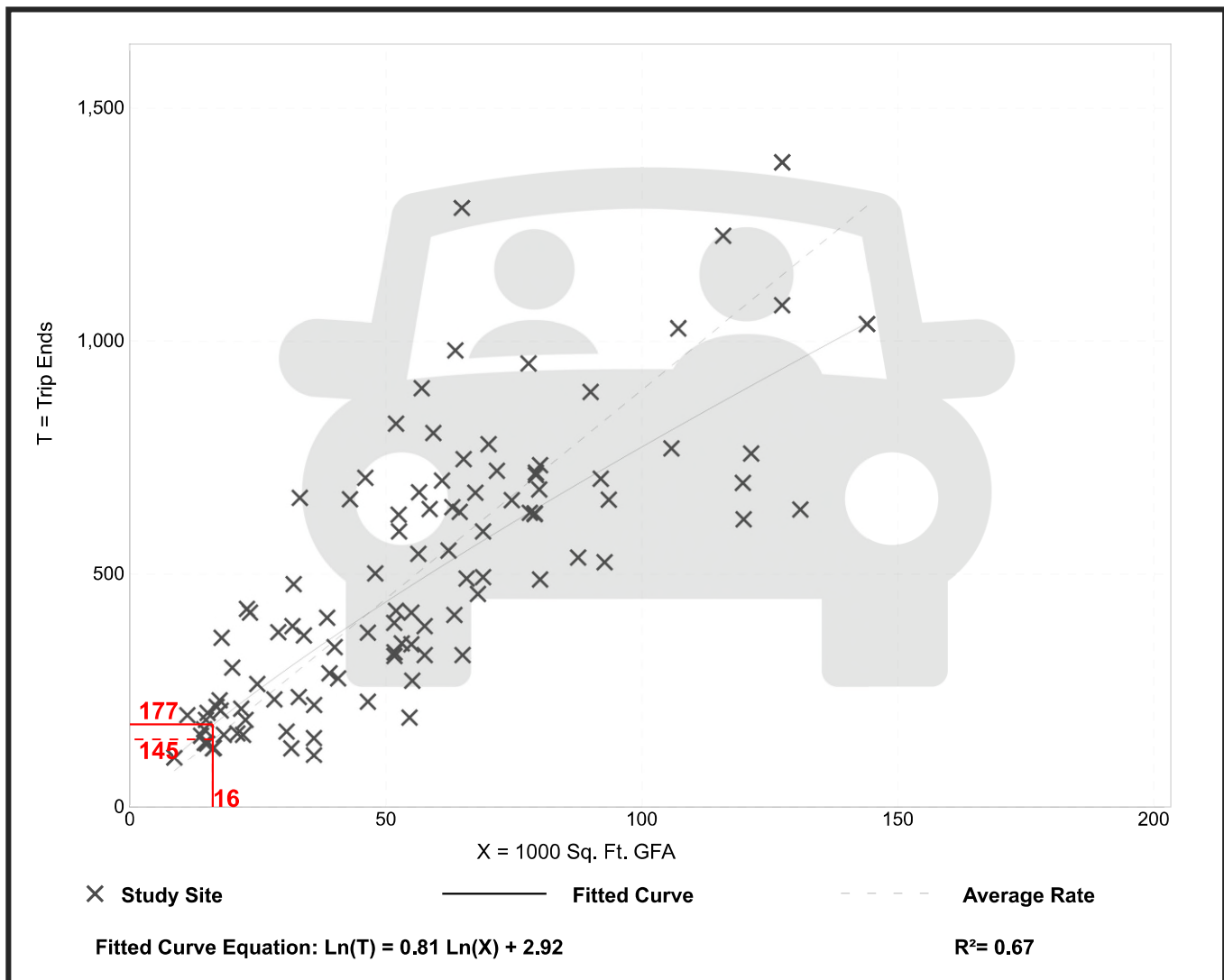
Supermarket (850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 104
 Avg. 1000 Sq. Ft. GFA: 55
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
8.95	3.11 - 20.30	3.32

Data Plot and Equation



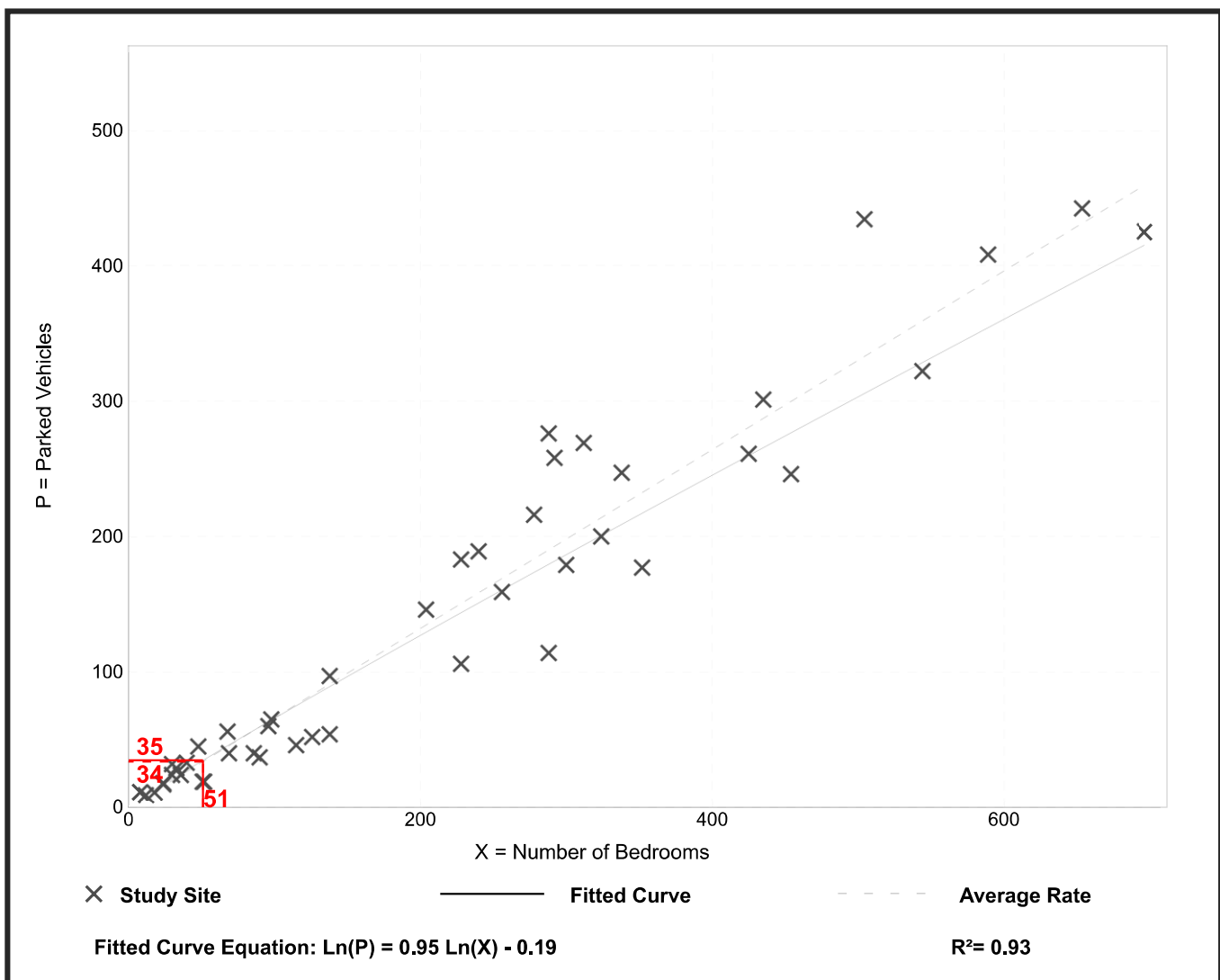
Multifamily Housing (Low-Rise) (220)

Peak Period Parking Demand vs: Bedrooms
 On a: Weekday (Monday - Friday)
 Setting/Location: General Urban/Suburban (no nearby rail transit)
 Peak Period of Parking Demand: 11:00 p.m. - 6:00 a.m.
 Number of Studies: 45
 Avg. Num. of Bedrooms: 215

Peak Period Parking Demand per Bedroom

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.66	0.37 - 1.38	0.61 / 0.86	0.62 - 0.70	0.15 (23%)

Data Plot and Equation



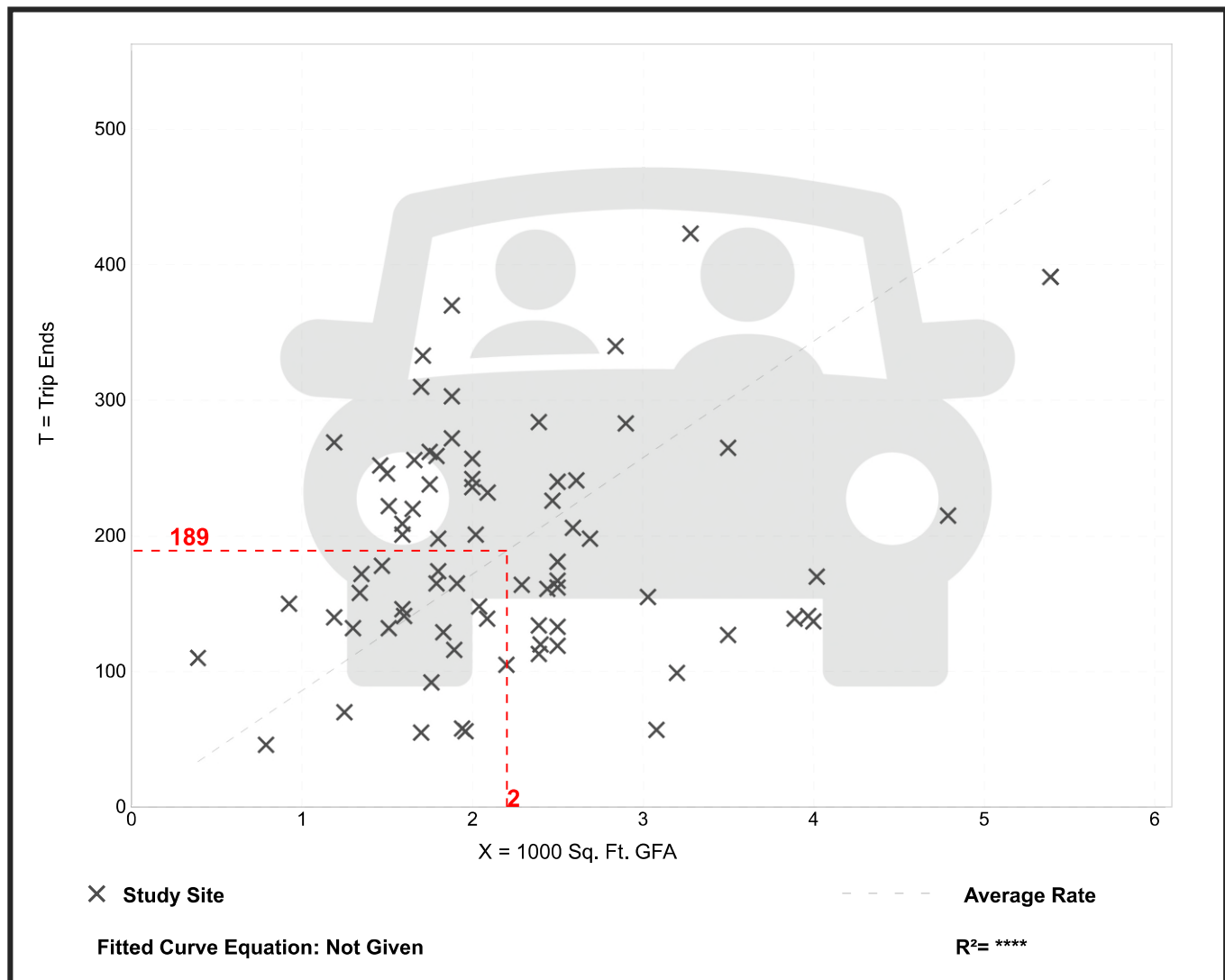
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 78
 Avg. 1000 Sq. Ft. GFA: 2
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
85.88	18.51 - 282.05	44.92

Data Plot and Equation



Coffee/Donut Shop with Drive-Through Window (937)

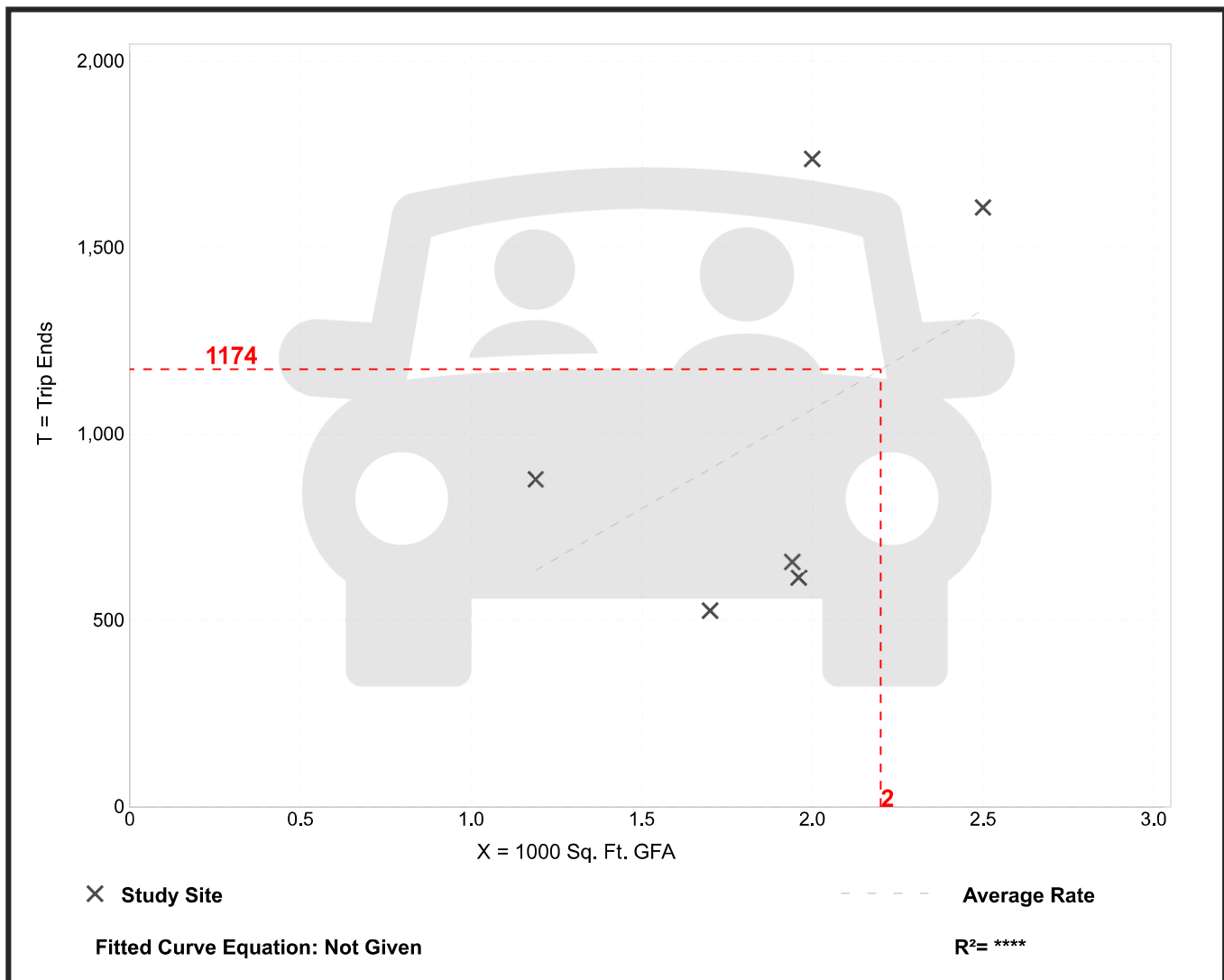
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
533.57	309.41 - 869.00	243.65

Data Plot and Equation



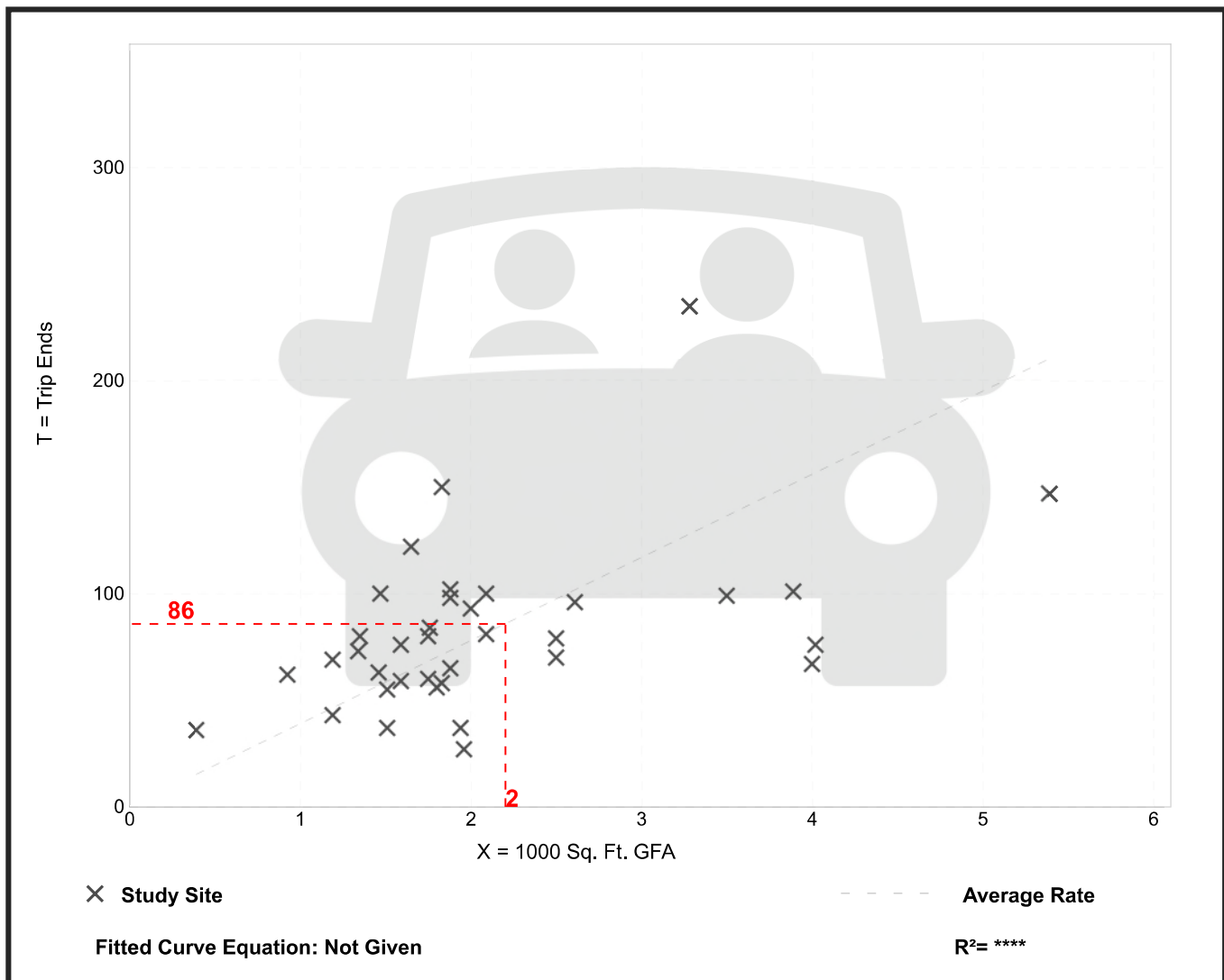
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 36
 Avg. 1000 Sq. Ft. GFA: 2
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
38.99	13.78 - 92.31	17.79

Data Plot and Equation



Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 46

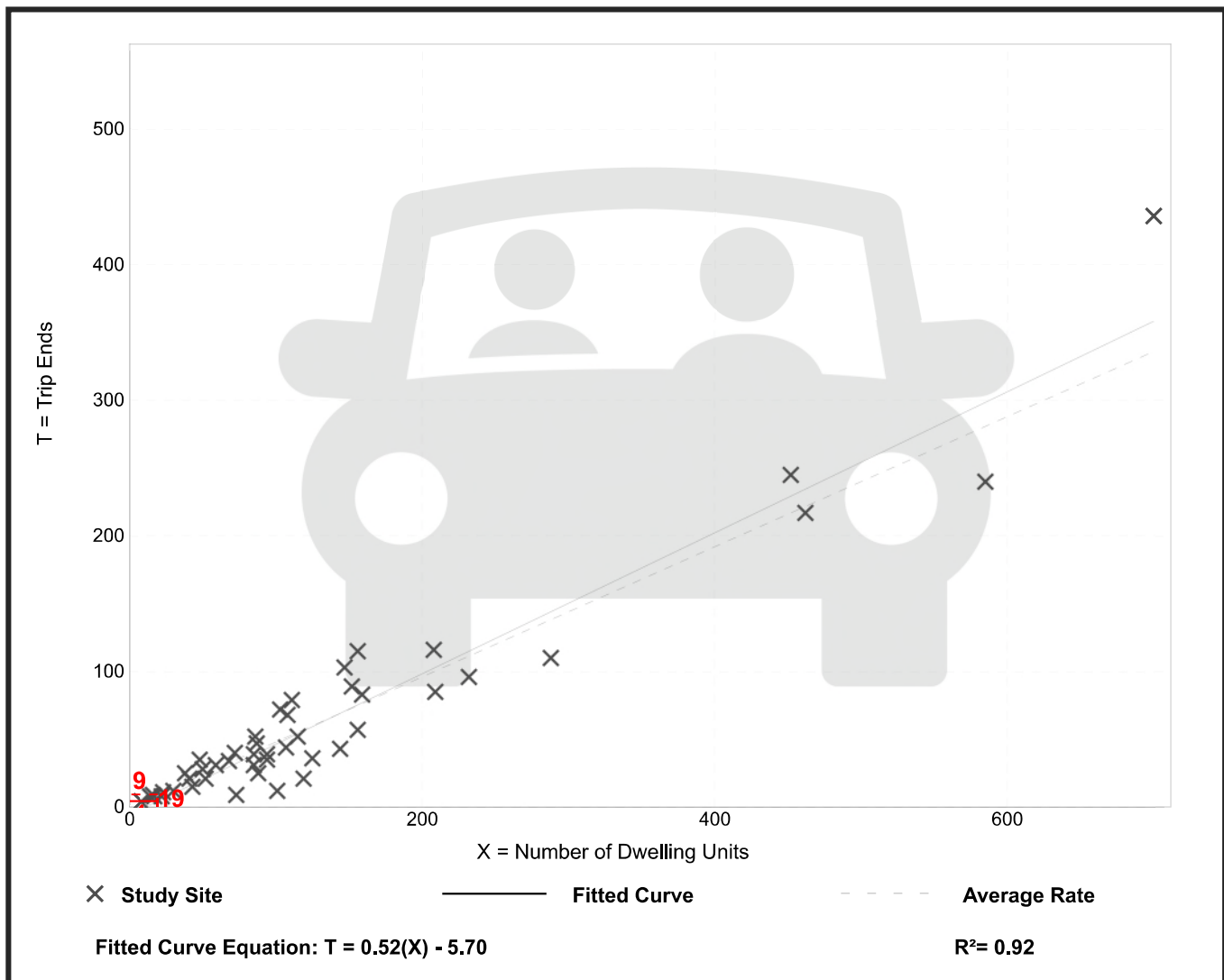
Avg. Num. of Dwelling Units: 135

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.48	0.12 - 0.74	0.14

Data Plot and Equation



Single-Family Attached Housing (215)

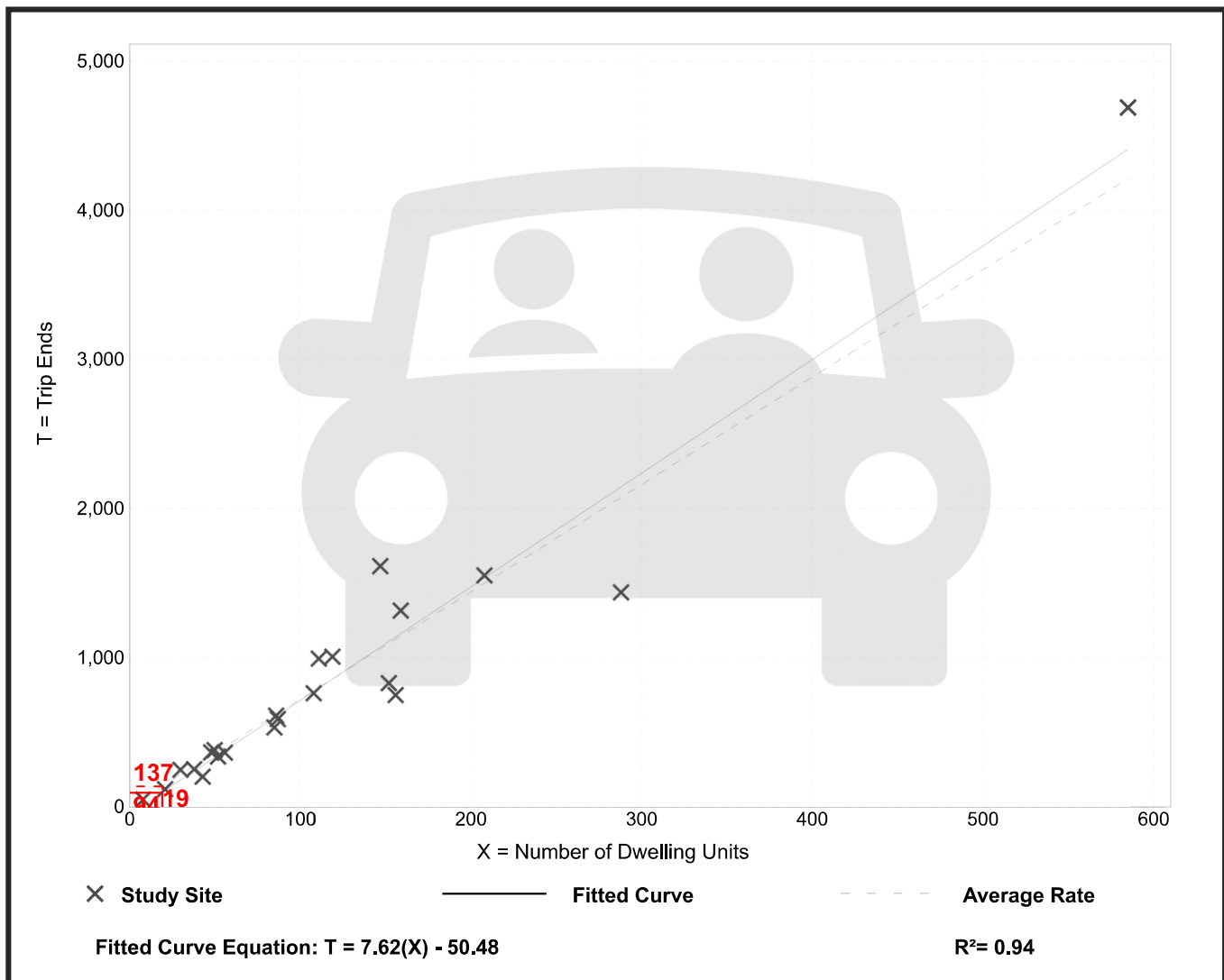
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 120
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.20	4.70 - 10.97	1.61

Data Plot and Equation



Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 51

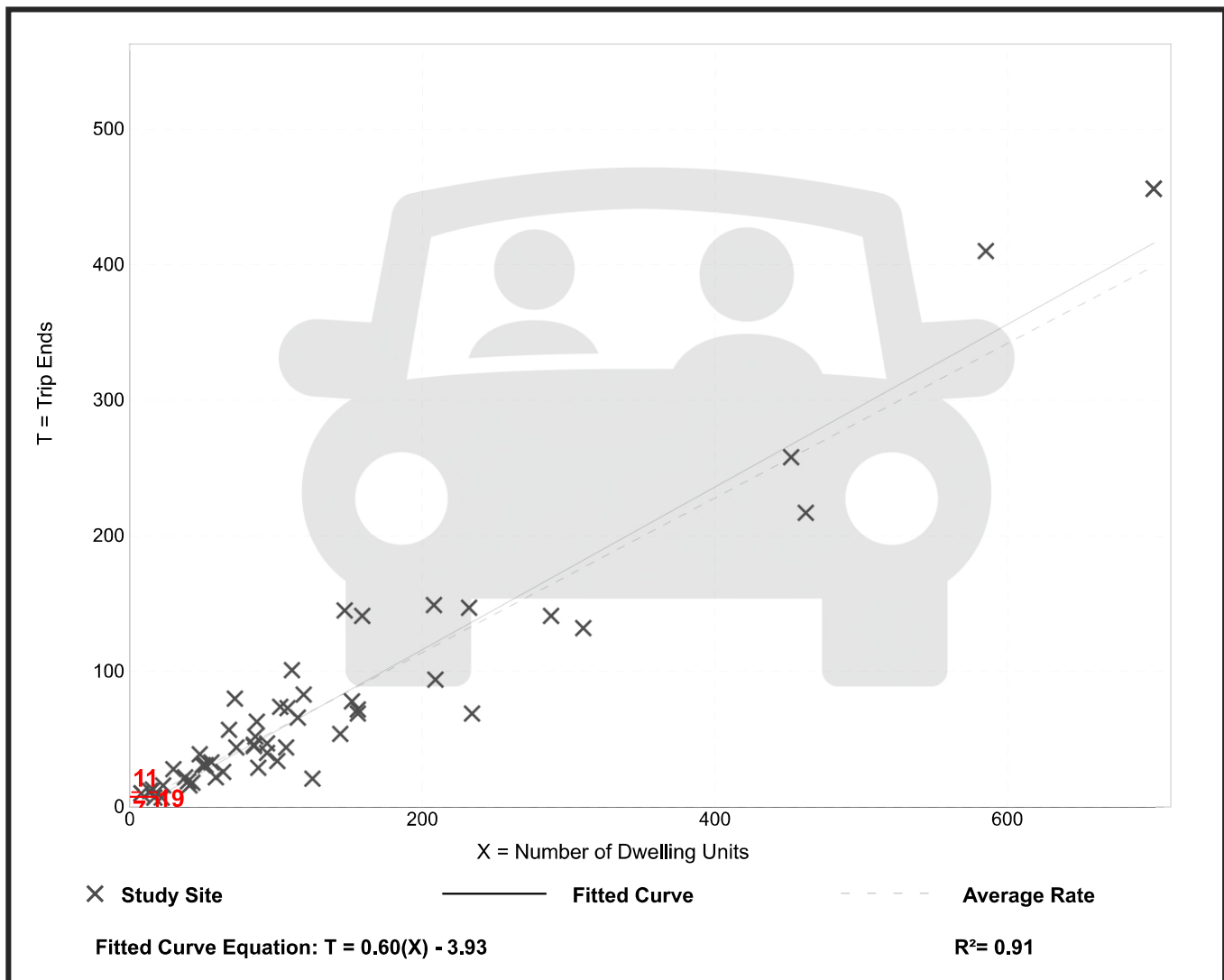
Avg. Num. of Dwelling Units: 136

Directional Distribution: 59% entering, 41% exiting

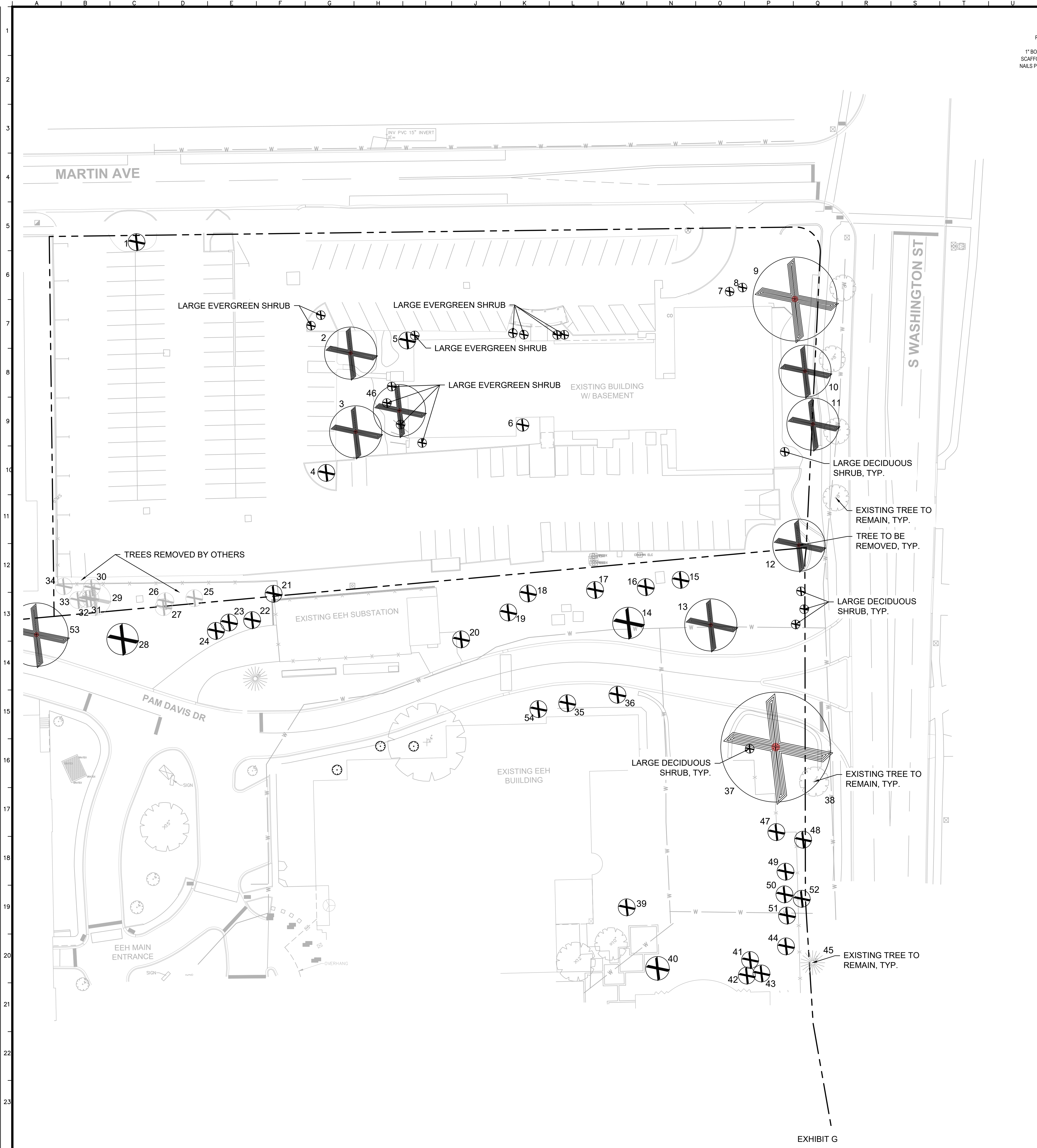
Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.57	0.17 - 1.25	0.18

Data Plot and Equation



Drawing name: K:\GIS_DEVELOPMENT\NAPERVILLE\2 Design\Naperville_A2\Naperville_Mob\18018017_18018017.dwg L1.0 LANDSCAPE PLAN Mar 29, 2023 3:43pm by: Mch:hdh
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TRUNK PROTECTION
REQUIRED IF WHEELED CONSTRUCTION EQUIPMENT INVOLVED WITHIN 20' OR LESS.
1" BOARDS NOT LESS THAN 9' LONG OR TO REACH FIRST SCAFFOLD BRANCH. WIRE TO HOLD BOARDS IN PLACE. NO NAILS PERMITTED. INCLUDE WRAPPING OF BURLAP UNDER BOARDS.

BRANCH PROTECTION
PROTECT LOWER BRANCHES OF TREE CANOPY. PROVIDE CONSTRUCTION FENCING OR EQUAL AT DRIPLINE (MIN).

ROOT PROTECTION ZONE
VARIES PER TREE SIZE
EXTENDS FROM DRIPLINE TO DRIPLINE

PLACE SIGNS:
KEEP OUT TREE PROTECTION AREA
EVERY 50' ATTACHED TO FENCING

Call Before You Dig
JULIE
1-800-892-0123

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

- TREE PROTECTION NOTES**
- ALL TREES TO BE PROTECTED AND PRESERVED SHALL BE PER DETAIL. GROUPING OF MORE THAN ONE TREE MAY OCCUR.
 - TREES TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH WHITE SURVEY TAPE.
 - TO PREVENT ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN THE DRIP LINE OR WITHIN 15 FEET OF A TREE TRUNK, WHICHEVER IS GREATER.
 - TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
 - WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.
 - WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
 - AUGER TUNNELING RATHER THAN TRENCHING SHOULD BE USED FOR UTILITY PLACEMENT WITHIN DRIP LINE.
 - FENCING MATERIAL SHALL ENCIRCLE ANY TREE OR SHRUB WHOSE OUTER DRIP LINE EDGE IS WITHIN 20 FEET OF ANY CONSTRUCTION ACTIVITIES.
 - FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.
 - FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
 - ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.
 - REFER TO PLANS FOR FENCE STAKING LOCATIONS.

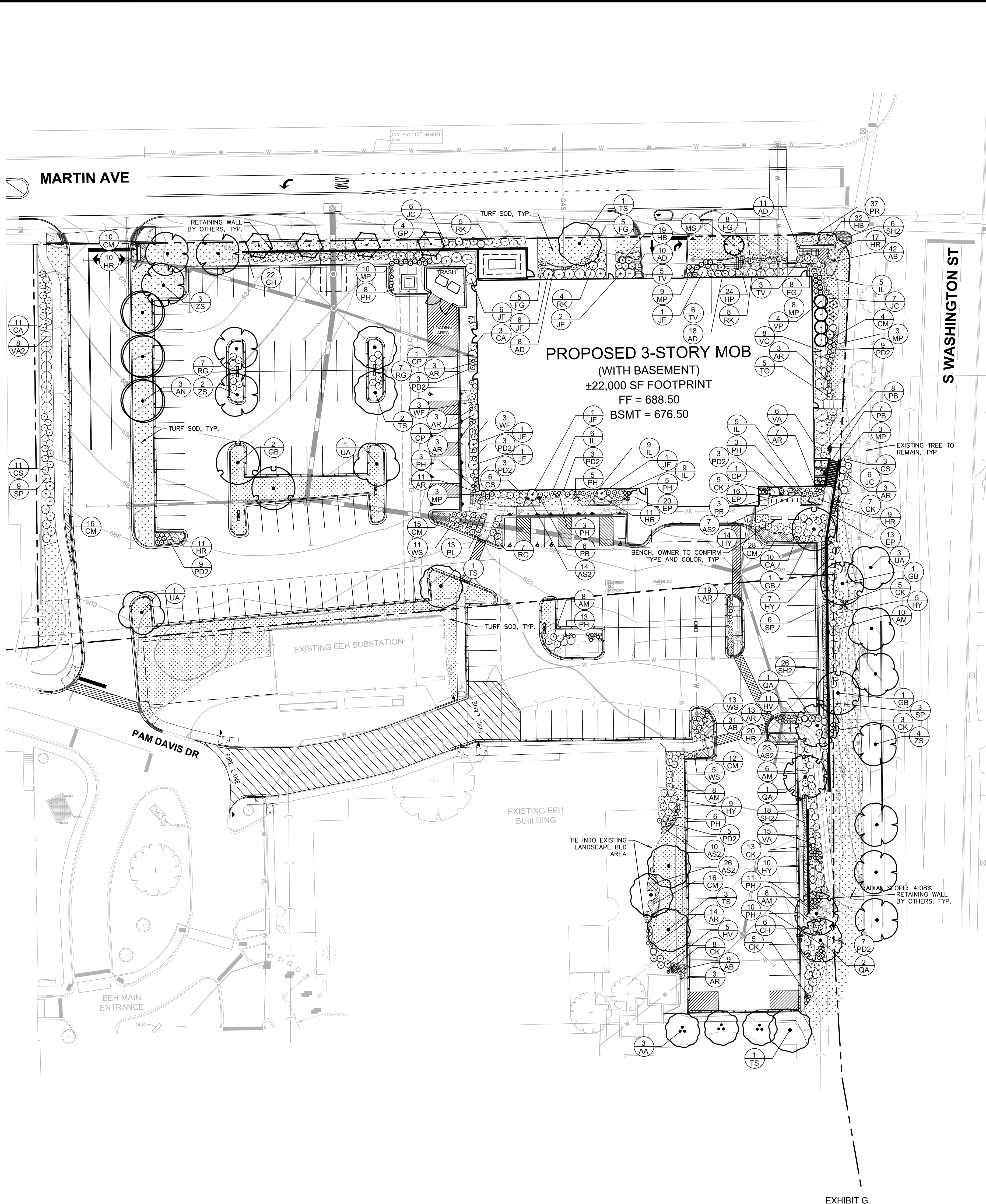
1 TREE PROTECTION

NUMBER	SPECIES	SIZE	STATUS
1	GLEDITSIA TRIACANTHOS	8"	REMOVED
2	GLEDITSIA TRIACANTHOS	18"	REMOVED
3	GLEDITSIA TRIACANTHOS	18"	REMOVED
4	MALUS SPP	4"	REMOVED
5	MALUS SPP	6" MS	REMOVED
6	MAGNOLIA SPP	4" MS	REMOVED
7	ARBORVITAE SPP	6"	REMOVED
8	ARBORVITAE SPP	6"	REMOVED
9	ACER PLATANOIDES	30"	REMOVED
10	GLEDITSIA TRIACANTHOS	24"	REMOVED
11	ACER BUERGERIANUM	15"	REMOVED
12	ACER PLATANOIDES	24"	REMOVED
13	QUERCUS BICOLOR	18"	REMOVED
14	QUERCUS BICOLOR	11"	REMOVED
15	PINUS SPP	18"	REMOVED
16	PINUS SPP	21"	REMOVED
17	PINUS SPP	15"	REMOVED
18	TREE CHOPPED DOWN	N/A	REMOVED
19	TAXODIUM DISTICHUM	15"	REMOVED
20	PINUS SPP	12"	REMOVED
21	SUMAC SPP	3"	REMOVED
22	PINUS SPP	13"	REMOVED
23	PINUS SPP	8"	REMOVED
24	PINUS SPP	8"	REMOVED
25	ACER NEGUNDO	4"	REMOVED BY OTHERS
26	ACER NEGUNDO	4"	REMOVED BY OTHERS
27	ACER NEGUNDO	6"	REMOVED BY OTHERS
28	AESCULUS HIPPOCASTANUM	10"	REMOVED
29	ACER NEGUNDO	10"	REMOVED BY OTHERS
30	ACER NEGUNDO	6"	REMOVED BY OTHERS
31	ACER NEGUNDO	6"	REMOVED BY OTHERS
32	ACER NEGUNDO	6"	REMOVED BY OTHERS
33	ACER NEGUNDO	6"	REMOVED BY OTHERS
34	ACER NEGUNDO	5"	REMOVED BY OTHERS
35	SYRINGA RETICULATA	2"	REMOVED
36	SYRINGA RETICULATA	3"	REMOVED
37	QUERCUS MACROCARPA	48"	REMOVED
38	QUERCUS BICOLOR	9"	PRESERVE
39	CERCIS CANADENSIS	3" MS	REMOVED
40	CERCIS CANADENSIS	8"	REMOVED
41	PINUS SPP	10"	REMOVED
42	PINUS SPP	10"	REMOVED
43	PINUS SPP	10"	REMOVED
44	PINUS SPP	10"	REMOVED
45	PINUS SPP	15"	PRESERVE
46	MALUS SPP	8" MS	REMOVED
47	MALUS SPP	10"	REMOVED
48	MALUS SPP	11"	REMOVED
49	MALUS SPP	10.5"	REMOVED
50	MALUS SPP	8.5"	REMOVED
51	MALUS SPP	9"	REMOVED
52	MALUS SPP	8" MS	REMOVED
53	PINUS SPP	21"	REMOVED
54	SYRINGA RETICULATA	3"	REMOVED

SCALE: AS NOTED	DESIGNED BY: SWM	DRAWN BY: MMH	CHECKED BY: SWM	
Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600 NAPERVILLE, IL 60563 PHONE: 630-487-2550 WWW.KIMLEY-HORN.COM				
RYAN				
TREE REMOVALS AND PRESERVATION PLAN				
NAPERVILLE MOB 10 MARTIN AVE NAPERVILLE, IL 60540				
ORIGINAL ISSUE: 01/17/22				
KHA PROJECT NO. 168018017				
SHEET NUMBER				
TR1.0				

DATE	BY
3/10/2023	MMH
3/29/2023	MMH
REVISIONS	

Drawing name: K:\GIS\DEV\168018017_Naperville_IL - LANDSCAPE PLAN.dwg L1.0 - LANDSCAPE PLAN.dwg Mar 29, 2023 3:43pm by Matt.Horn
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PROPOSED 3-STORY MOB
 (WITH BASEMENT)
 ±22,000 SF FOOTPRINT
 FF = 688.50
 BSMT = 676.50

NAPERVILLE, IL - LANDSCAPE CODE REQUIREMENTS		
ZONING ORDINANCE	PROPOSED	REQUIRED
SECTION 5-10-3 - LANDSCAPING AND SCREENING		
PARKWAY LANDSCAPING: PARKWAY TREES SHALL BE EVENLY SPACED AT NO MORE THAN 40 FEET APART.	LENGTH ALONG W MARTIN AVE. = 458.75 LF 458.75 LF / 40 LF = 11.47 11 PARKWAY TREES REQUIRED ALONG W MARTIN AVE.	NOT PROVIDED DUE TO UTILITY CONFLICT IN PARKWAY
	LENGTH ALONG S WASHINGTON ST. = 181.48 LF 181.48 LF / 40 LF = 4.54 5 PARKWAY TREES REQUIRED ALONG S WASHINGTON ST.	4 EXISTING, 1 PROPOSED
PERIMETER LANDSCAPING: PERIMETER TREES SHALL BE SPACED AT THE EQUIVALENT OF NOT MORE THAN 70 FEET APART ALONG ALL PROPERTY LINES.	LENGTH ALONG S WASHINGTON ST. (ADDITIONAL) = 254.34 LF 254.34 LF / 40 LF = 6.35 6 PARKWAY TREES REQUIRED ALONG S WASHINGTON ST. (ADDITIONAL)	6 PROPOSED
	LENGTH ALONG NORTH = 458.75 LF 458.75 LF / 70 LF = 6.55 7 PERIMETER TREES REQUIRED ALONG THE NORTH	7 PROPOSED
FOUNDATION LANDSCAPING: FOUNDATION PLANTINGS SHALL CONSIST OF A MINIMUM RATIO OF 1 PLANT FOR EVERY 3 LINEAR FEET OF BUILDING LENGTH.	LENGTH ALONG EAST = 181.48 LF 181.48 LF / 70 LF = 2.59 3 PERIMETER TREES REQUIRED ALONG THE EAST	3 PROPOSED
	LENGTH ALONG EAST (ADDITIONAL) = 254.34 LF 254.34 LF / 70 LF = 3.63 4 PERIMETER TREES REQUIRED ALONG THE EAST (ADDITIONAL)	4 PROPOSED
INTERIOR PARKING LOT LANDSCAPING: THERE SHALL BE A LANDSCAPE ISLAND PROVIDED FOR EVERY 20 PARKING SPACES. 1 SHADE TREE SHALL BE PROVIDED FOR EVERY LANDSCAPE ISLAND. A MINIMUM OF 50% OF EVERY LANDSCAPE ISLAND SHALL BE PLANTED WITH LIVE MATERIAL.	LENGTH ALONG SOUTH = 464.19 LF 464.19 LF / 70 LF = 6.63 7 PERIMETER TREES REQUIRED ALONG THE SOUTH	3 ORNAMENTAL TREES AND 4 CANOPY TREES (LOCATED ON THE SOUTH AND WEST SIDES OF THE SOUTHERN PARKING LOT)
	LENGTH ALONG WEST = 233.46 LF 233.46 LF / 70 LF = 3.34 3 PERIMETER TREES REQUIRED ALONG THE WEST	3 PROPOSED
PERIMETER PARKING LOT LANDSCAPING - ACROSS FROM RESIDENTIAL PROPERTY: WHERE A PARKING LOT IS LOCATED ACROSS A DEDICATED PUBLIC RIGHT-OF-WAY FROM PROPERTY ZONED FOR RESIDENTIAL USE, CONTINUOUS LANDSCAPING SHALL BE PROVIDED ACROSS 100% OF THE PARKING LOT.	TOTAL BUILDING LENGTH (NORTH AND EAST) = 318.38 LF 318.38 LF / 3 LF = 106.13 106 FOUNDATION PLANTINGS REQUIRED	145 ALONG NORTH AND EAST. LANDSCAPE ALSO PROVIDED ON SOUTH AND WEST SIDES OF BUILDING TO ENHANCE ARCHITECTURE AND SOFTEN ENTRANCE
	TOTAL NUMBER OF PARKING SPACES = 181 SPACES 181 SPACES / 20 SPACES = 9.05 9 PARKING LOT TREES REQUIRED	9 PROPOSED
PERIMETER PARKING LOT LANDSCAPING - ACROSS FROM NONRESIDENTIAL PROPERTY: WHERE A PARKING LOT IS LOCATED ACROSS A DEDICATED PUBLIC RIGHT-OF-WAY FROM PROPERTY ZONED FOR NONRESIDENTIAL USE, LANDSCAPING SHALL BE PROVIDED ACROSS 50% OF THE PARKING LOT.	ZONING ACROSS FROM PARKING LOT ALONG S WASHINGTON IS ZONED RESIDENTIAL CONTINUOUS LANDSCAPE ALONG 100% OF PARKING LOT	PROVIDED
	AREA ACROSS FROM PARKING LOT ALONG W MARTIN IS ZONED NONRESIDENTIAL CONTINUOUS LANDSCAPE ALONG 50% OF PARKING LOT	PROVIDED
MONUMENT SIGN LANDSCAPE (1) ONE SF OF LANDSCAPE AREA FOR EACH (1) ONE SF OG MONUMENT SIGN AREA	380 SF TOTAL SIGN FACE = 380 SF OF LANDSCAPE AREA	MONUMENT SIGN LANDSCAPE AREA TIES INTO FOUNDATION LANDSCAPE BED, 390 SF IS PROVIDED
SECTION 5-10-5 - TREE PRESERVATION		
FOR EACH TREE PRESERVABLE OR DESIGNATED FOR PRESERVATION WHICH IS REMOVED WITHOUT A TREE REMOVAL PERMIT, REPLACEMENT TREES SHALL BE REQUIRED.	TREE PRESERVATION PLAN AND TREE REMOVAL PERMITS REQUIRED	SEE DEMO PLAN FOR TREES TO BE REMOVED

Kimley»Horn
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 NAPERVILLE, IL 60564
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 WWW.KIMLEY-HORN.COM



LANDSCAPE PLAN

NAPERVILLE MOB
 10 MARTIN AVE
 NAPERVILLE, IL 60564

ORIGINAL ISSUE:
 01/17/22
 KHA PROJECT NO.
 168018017
 SHEET NUMBER

L1.0

Drawing name: K:\CHS\DEV\168018017_nap_mob_jasperville_2\Design\CAD\plansheets\1.0 - LANDSCAPE PLAN.dwg L2.0 LANDSCAPE PLAN.dwg Mar 29, 2023 3:43pm by: Met-Horn
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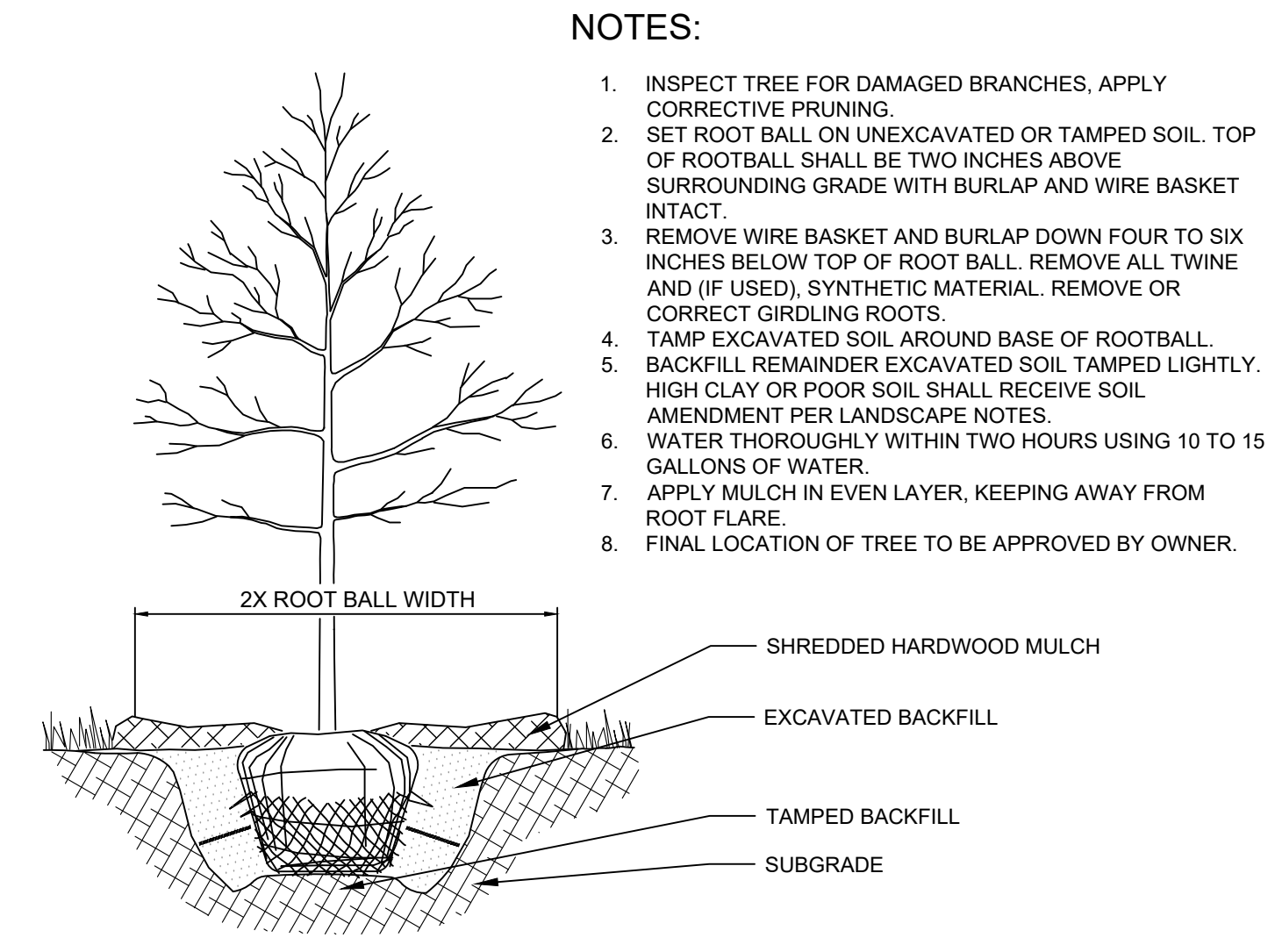
PLANT SCHEDULE

TREES						
CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
AN	3	ACER X FREEMANII 'AUTUMN BLAZE' / AUTUMN BLAZE MAPLE	B & B	2.5" CAL. MIN		
GB	5	GINKGO BILOBA / MAIDENHAIR TREE	B & B	2.5" CAL. MIN		
GP	4	GINKGO BILOBA 'PRINCETON SENTRY' / PRINCETON SENTRY MAIDENHAIR TREE	B & B	2.5" CAL. MIN		
QA	4	QUERCUS ALBA / WHITE OAK	B & B	2.5" CAL. MIN		
TS	8	TILIA TOMENTOSA 'STERLING' / STERLING SILVER LINDEN	B & B	2.5" CAL. MIN		
UA	5	ULMUS X 'ACCOLADE' / ACCOLADE ELM	B & B	2.5" CAL. MIN		
ZS	9	ZELKOVA SERRATA / JAPANESE ZELKOVA	B & B	2.5" CAL. MIN		
ORNAMENTAL TREES						
CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
AA	3	AMELANCHIER CANADENSIS 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE SERVICEBERRY	B & B	2" CAL. MIN		
MS	1	MALUS X 'SUTYZAM' TM / SUGAR TYME CRABAPPLE	B & B	4FT HT MIN	SINGLE STEM	
VP	4	VIBURNUM PRUNIFOLIUM 'MCKROUGE' / FOREST ROUGE BLACKHAW VIBURNUM	B & B	4FT HT MIN		
SHRUBS						
CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE	
AM	40	ARONIA MELANOCARPA 'MORTON' TM / IROQUIS BEAUTY BLACK CHOKEBERRY	-	SEE PLAN	24" HT MIN	
AR	82	ARONIA MELANOCARPA 'UCONNAM165' TM / LOW SCAPE MOUND BLACK CHOKEBERRY	-	SEE PLAN	18" HT MIN	
CA	24	CEANOTHUS AMERICANUS / NEW JERSEY TEA	-	SEE PLAN	24" HT MIN	
CH	28	CORNUS ALBA 'BAILHALO' TM / IVORY HALO DOGWOOD	-	SEE PLAN	24" HT MIN	
CS	20	CORNUS SANGUINEA 'CATO' TM / ARCTIC SUN BLOODTWIG DOGWOOD	-	SEE PLAN	24" HT MIN	
FG	26	FOTHERGILLA GARDENII / DWARF FOTHERGILLA	-	SEE PLAN	18" HT MIN	
HV	16	HYDRANGEA ARBORESCENS 'NCHA3' TM / INVINCIBELLE RUBY HYDRANGEA	-	SEE PLAN	18" HT MIN	
HY	45	HYDRANGEA PANICULATA 'LITTLE LIME' / LITTLE LIME HYDRANGEA	-	SEE PLAN	24" HT MIN	
IL	34	ITEA VIRGINICA 'LITTLE HENRY' TM / VIRGINIA SWEETSPIRE	-	SEE PLAN	24" HT MIN	
PD2	45	POTENTILLA FRUTICOSA 'GOLD DROP' / GOLD DROP BUSH CINQUEFOIL	-	SEE PLAN	12" HT MIN	
PL	13	POTENTILLA FRUTICOSA 'LUNDY' TM / HAPPY FACE BUSH CINQUEFOIL	-	SEE PLAN	18" HT MIN	
RG	21	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	-	SEE PLAN	12" HT MIN	
RK	17	RHODODENDRON X 'ROSEY LIGHTS' / ROSEY LIGHTS AZALEA	-	SEE PLAN	24" HT. MIN.	
SP	18	SYRINGA X 'PENDA' TM / BLOOMERANG PURPLE LILAC	-	SEE PLAN	24" HT MIN	
VA	21	VIBURNUM DENTATUM 'CHRISTOM' / BLUE MUFFIN VIBURNUM	-	SEE PLAN	24" HT MIN	
VA2	8	VIBURNUM TRILOBUM 'COMPACTUM' / COMPACT AMERICAN CRANBERRYBUSH	-	SEE PLAN	24" HT. MIN.	
VC	8	VIBURNUM CARLESII / KOREANSPICE VIBURNUM	-	SEE PLAN	36" HT. MIN.	
WF	6	WEIGELA X 'DARK HORSE' / DARK HORSE WEIGELA	-	SEE PLAN	24" HT MIN	
WS	29	WEIGELA FLORIDA 'BOKRASPIWI' TM / SPILLED WINE WEIGELA	-	SEE PLAN	12" HT. MIN.	
EVERGREEN SHRUBS						
CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE	
CP	3	CHAMAECYPARIS PISIFERA 'BOULEVARD' / DWARF BLUE CYPRESS	-	SEE PLAN	60" HT MIN	
JC	19	JUNIPERUS CHINENSIS 'SEA GREEN' / SEA GREEN JUNIPER	-	SEE PLAN	24" SPREAD	
JF	19	JUNIPERUS CHINENSIS 'FAIRVIEW' / FAIRVIEW JUNIPER	-	SEE PLAN	6" HT MIN	
TC	5	THUJA OCCIDENTALIS 'CONGABE' TM / FIRE CHIEF ARBORVITAE	-	SEE PLAN	24" HT MIN	
TV	14	TAXUS CUSPIDATA 'TVURDY' / EMERALD PEAK YEW	-	SEE PLAN	48" HT. MIN.	
GRASSES						
CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE	
CK	46	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL	SEE PLAN		
MP	36	MISCANTHUS SINENSIS 'PURPURESCENS' / PURPLE EULALIA GRASS	1 GAL	SEE PLAN		
PB	24	PENNISETUM ALOPECUROIDES 'BURGUNDY BUNNY' / BURGUNDY BUNNY DWARF FOUNTAIN GRASS	1 GAL	SEE PLAN		
PH	67	PANICUM VIRGATUM 'HEAVY METAL' / BLUE SWITCH GRASS	1 GAL	SEE PLAN		

PERENNIALS AND GRASSES						
CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE	
AB	82	AMSONIA TABERNAEMONTANA 'BLUE ICE' / BLUE ICE STAR FLOWER	1 GAL	18" OC		
AD	47	ASTILBE JAPONICA 'DEUTSCHLAND' / DEUTSCHLAND JAPANESE ASTILBE	1 GAL	24" OC		
AS2	80	ALLIUM X 'SUMMER BEAUTY' / SUMMER BEAUTY ALLIUM	1 GAL	18" OC		
CM	101	COREOPSIS VERTICILLATA 'MOONBEAM' / MOONBEAM THREAD LEAF COREOPSIS	1 GAL	24" OC		
EP	49	ECHINACEA X 'PIXIE MEADOWBRITE' / PIXIE MEADOWBRITE PURPLE CONEFLOWER	1 GAL	18" OC		
HB	51	HEUCHERA X 'BLACKBERRY ICE' TM / DOLCE BLACKBERRY ICE HEUCHERA	1 GAL	18" OC		
HP	24	HEUCHERA MICRANTHA 'PALACE PURPLE' / PALACE PURPLE CREVICE ALUMROOT	1 GAL	18" OC		
HR	78	HEMEROCALLIS X 'ROSY RETURNS' / DAYLILY	1 GAL	24" OC		
PR	37	PULMONARIA X 'RASPBERRY SPLASH' / RASPBERRY SPLASH LUNGWORT	1 GAL	18" OC		
SH2	50	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED	1 GAL	36" OC		
GROUND COVERS						
BOTANICAL / COMMON NAME						
TURF SOD						

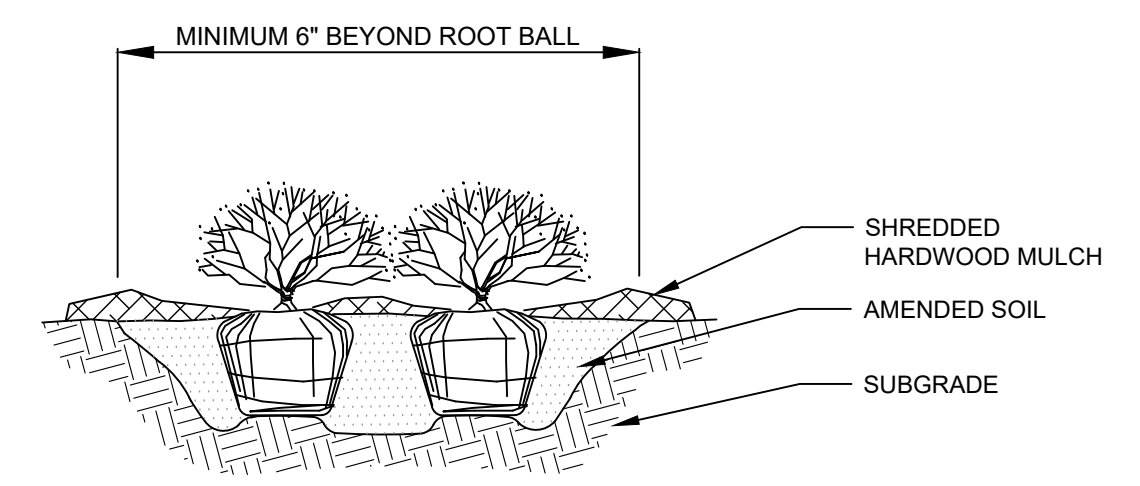
	© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600 PHOENIX, AZ 85044 WWW.KIMLEY-HORN.COM	BULLETIN 1 3/10/2023 MMH	BULLETIN 2 3/29/2023 MMH	REVISIONS DATE BY	
SCALE: AS NOTED DESIGNED BY: SMW DRAWN BY: MMH CHECKED BY: SMW					
<h3>LANDSCAPE NOTES AND DETAILS</h3>					
NAPERVILLE MOB 10 MARTIN AVE NAPERVILLE, IL 60540					
ORIGINAL ISSUE: 01/17/22 KHA PROJECT NO. 168018017 SHEET NUMBER					
<h1>L2.0</h1>					

Drawing name: K:\GIS_DEVA\168018017_nap_mob_joperville_v1.0 - LANDSCAPE PLAN.dwg L2.1 LANDSCAPE NOTES AND DETAILS Mar 29, 2023 3:43pm by: Math.Hader
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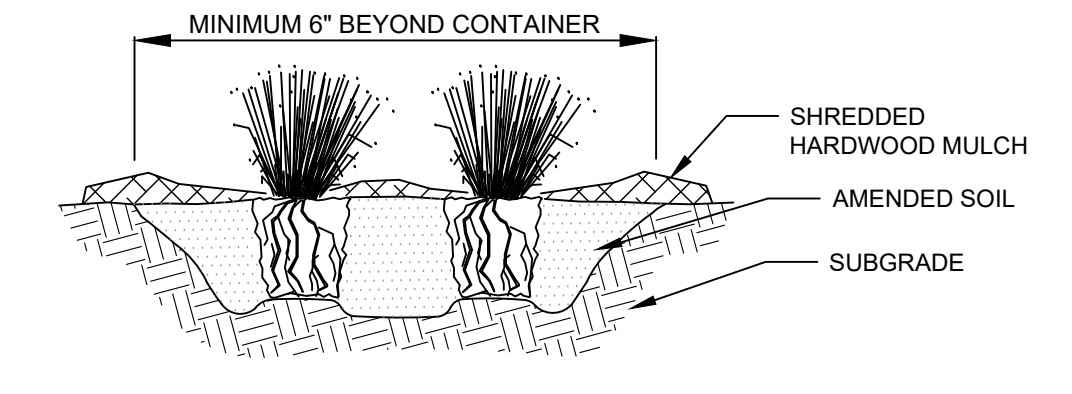
- NOTES:**
1. INSPECT TREE FOR DAMAGED BRANCHES, APPLY CORRECTIVE PRUNING.
 2. SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL SHALL BE TWO INCHES ABOVE SURROUNDING GRADE WITH BURLAP AND WIRE BASKET INTACT.
 3. REMOVE WIRE BASKET AND BURLAP DOWN FOUR TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWINE AND (IF USED), SYNTHETIC MATERIAL. REMOVE OR CORRECT GIRDLING ROOTS.
 4. TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL.
 5. BACKFILL REMAINDER EXCAVATED SOIL TAMPED LIGHTLY. HIGH CLAY OR POOR SOIL SHALL RECEIVE SOIL AMENDMENT PER LANDSCAPE NOTES.
 6. WATER THOROUGHLY WITHIN TWO HOURS USING 10 TO 15 GALLONS OF WATER.
 7. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
 8. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.

1 TREE PLANTING NTS



- NOTES:**
1. APPLY CORRECTIVE PRUNING.
 2. SET ROOT BALL OR CONTAINER ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL (CONTAINER) SHALL BE ONE INCH ABOVE SURROUNDING GRADE. FOR LARGER SHRUBS WITHIN PLANTING BED DIG A DEEPER PIT ONLY FOR THOSE SHRUBS.
 3. REMOVE BURLAP FROM TOP HALF THE LENGTH OF ROOTBALL. TWINE AND (IF USED) SYNTHETIC MATERIAL SHALL BE REMOVED FROM PLANTING BED. FOR CONTAINER GROWN SHRUBS, REMOVE CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
 4. REMOVE OR CORRECT GIRDLING ROOTS.
 5. PLUMB AND BACKFILL WITH AMENDED SOIL PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
 6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR SHRUBS EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.

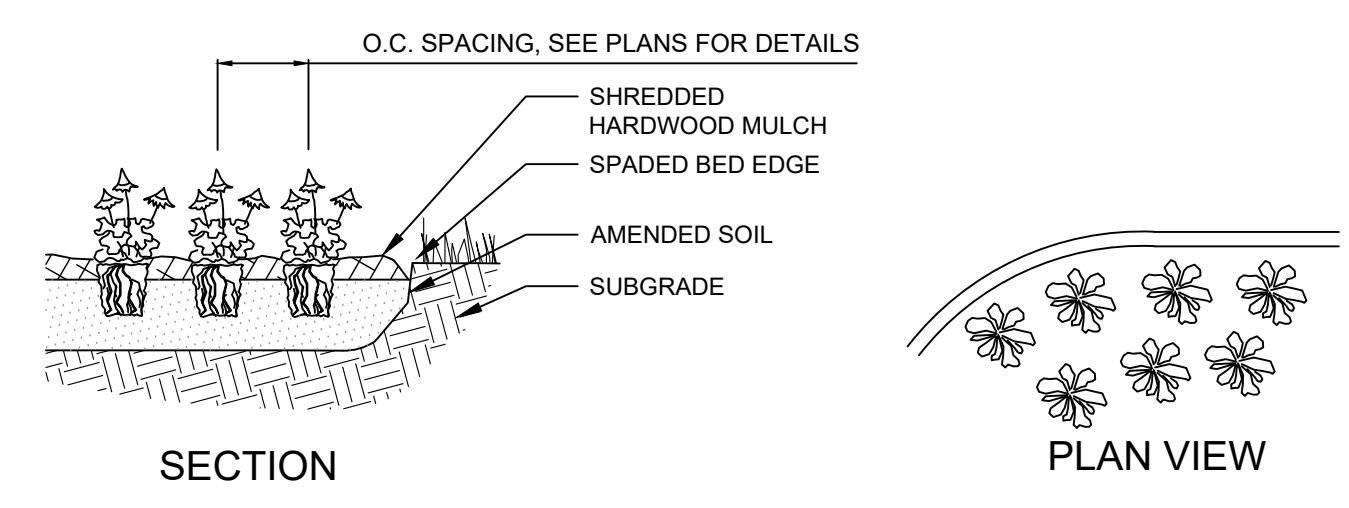
2 SHRUB PLANTING NTS



- NOTES:**
1. APPLY CORRECTIVE PRUNING.
 2. SET ROOT BALL OR CONTAINER ON UNEXCAVATED OR TAMPED SOIL. TOP OF CONTAINER SHALL BE ONE INCH ABOVE SURROUNDING GRADE.
 3. SYNTHETIC MATERIAL SHALL BE REMOVED FROM PLANTING BED. FOR CONTAINER GROWN GRASSES, REMOVE CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
 4. REMOVE OR CORRECT GIRDLING ROOTS.
 5. PLUMB AND BACKFILL WITH AMENDED SOIL PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
 6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR GRASS EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.

3 ORNAMENTAL GRASS PLANTING NTS

- NOTES:**
1. EXCAVATE PLANTING BED.
 2. BED HEIGHT IS TO BE 2" ABOVE FINISH GRADE AND WELL DRAINED.
 3. REMOVE CONTAINER, SCORE SOIL MASS TO REDIRECT AND PREVENT CIRCLING ROOTS. CORRECT GIRDLING ROOTS.
 4. PLANT MATERIAL SHALL BE LAID OUT BY FOLLOWING THE BED EDGE, WORKING TOWARDS THE CENTER OF THE BED USING TRIANGULAR (STAGGERED) SPACING AS PLAUSIBLE.
 5. PLUMB AND BACKFILL WITH PLANTING MIX AS SPECIFIED IN LANDSCAPE NOTES.
 6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR PERENNIALS/GROUNDCOVER EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.
 7. SPACING TO BE AS SPECIFIED IN THE PLANT LIST. PERENNIALS SHALL BE PLACED WITH THEIR CENTER 24" FROM EDGE OF BED.



4 PERENNIAL PLANTING NTS

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. ALL PLANTS TO BE SPECIMEN GRADE, WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS PART OF THIS CONTRACT.
6. THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
7. ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNERS WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
8. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
9. PRUNE PLANTS AS NECESSARY- PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
10. TOPSOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
11. PLANTING AREA TOPSOIL SHALL BE AMENDED WITH 25% SPHAGNUM PEATMOSS, 5% HUMUS AND 70% PULVERIZED SOIL FOR ALL NON TURF SEED MIX AREAS, SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS.
12. SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
13. EDGING TO BE A SPADED EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
14. CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUNDCOVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH.
15. INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
16. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
17. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. SOD/SEED SHALL BE LOCAL HARDY TURF GRASS MIX UNLESS, OTHERWISE NOTED.
18. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.

NO.	REVISIONS	DATE	BY
1	BULLETIN 1	3/10/2023	MMH
2	BULLETIN 2	3/29/2023	MMH

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SCALE: AS NOTED
DESIGNED BY: SMW
DRAWN BY: MMH
CHECKED BY: SMW



LANDSCAPE NOTES AND DETAILS

NAPERVILLE MOB
10 MARTIN AVE
NAPERVILLE, IL 60540

ORIGINAL ISSUE: 01/17/22
KHA PROJECT NO. 168018017
SHEET NUMBER

L2.1

CITY OF NAPERVILLE
SPECIAL EVENTS AND CULTURAL AMENITIES FUND
REQUEST FOR PAYMENT

OK TO PAY

Date: 4/6/22

Organization Name: Century Walk Corporation

PO#: 2416

Project Name: City Obligation - Gold Star Memorial

Amount \$ 28,502.21

Contact Name: W. Brand Bobosky Contact Phone: 630-355-5555

Contact Email: brand@boboskylaw.com

Payment Request # (1st, 2nd, state if it is the *final payout*-based on entire funding): 1

REIMBURSEMENT REQUEST FOR:

Check all that apply and attach required documentation for payment. *

Receipts Invoices Other: _____

STATUS OF FUNDS

1. Grant Amount Awarded:		<u>\$100,000.00</u>
2. Sum of Past Claims Paid for this Project:	<u>0</u>	
3. Amount of This Request:	<u>28,502.21</u>	
4. Total Requests: (Line 2 + Line 3)		<u>28,502.21</u>
5. Current Grant Balance: (Line 1 - Line 4)		<u>71,497.79</u>

I certify that this request for payment is made in accordance with the terms and conditions of the Special Events and Cultural Amenities Grant Fund Agreement between the City and ourselves, as the Grantee.

W. Brand Bobosky 3/31/22
Signature Date

W. Brand Bobosky President
Print Name Title

*Required documentation for Payment

If submitting receipts and/or invoices please provide a summary sheet itemizing each expense.

batch
3/31

Bailey Granite and Monuments

2110 Argillite Road
Hatwoods, KY 41139



Gold Star Families Memorial Monument for Naperville, IL

Date	Presented To:	Project:
May 12, 2021	Naperville, IL GSPFMM Committee	Naperville, IL

On behalf of Bailey Granite, I would like to thank you for the open invitation to assist in this project that brings awareness to our Gold Star Families.

Experience

We have recently completed and installed, at this time, over thirty Gold Star Families Memorial Monuments in various locations across the United States; including Hawaii Mr. Woody's personal monument in Fairmont, WV. We have spearheaded our Gold Star monument in our community in Greenup County, KY. We are also in discussion with several other cities in Alaska, California, Texas, Iowa, and Virginia, and the list of communities continues to grow across the United States. We are currently designing over fourteen Gold Star Monuments to be completed by fall and spring of next year. We are eager to join in on your inspiring efforts of bringing a beautiful monument of remembrance to Naperville, IL.

Options

I have prepared two quotes for your consideration and would be glad to discuss them and tailor fit this project to your needs and objectives. In these quotes, this is for a turn-key operation and includes:

- Design
- Aiding in photo selection
- Touching up photos if needed
- Colorization of the US flag or flags
- Shipping
- Delivery

- Installation
- Use of our compression clamp for handling granite
- Dowel rods needed to safely install
- Interior of Soldier polished
- WE DO NOT deviate from costs provided in this contract unless the committee wants to add or deduct granite products (i.e. benches, pedestals, etc.)



Quote #1 is \$49,027 and includes four monuments and four bases in Premium Jet-Black granite per specification and design furnished by Blackwood Associates, Inc. for the GSFMM. This fee also includes delivery and installation of the Gold Star Monument.

Included in this quote are:

- All laser etchings
- All sandblasted lettering. The Lettering on the front of the GSFMM will be sand carved with Gold litho. The litho can be reapplied at a later date if it fades due to weather and environmental issues at a minimum cost and effort.
- One ¼" thick 1"X1" Bronze cut metal star, painted gold.
- One 18"X24"X8" bevel marker (description ledger) with polished bevel top and a 1 ½" polished margin and the pedestal of the same granite that is 5 feet tall and 8 inches square. The balance of the stone will be rock pitched, with laser etched lettering to provide the message and meaning of the scenes on the four monuments. The Lettering on the front of the GSFMM will be sand carved with Gold litho.
- Two 4-0 all polished Jet-Black benches. These benches can be laser etched to honor the families and corporations based on information provided by the committee.

Quote #2 is \$46,335 and includes four monuments and four bases in Premium Jet-Black granite per specification and design furnished by Blackwood Associates, Inc. for the GSFMM. This fee also includes delivery and installation of the Gold Star Monument.



The difference between quotes is Quote #2 does not include the black granite benches.

Contractor Responsibility

We at Bailey Granite guarantee the craftsmanship of all components of the granite structure. In the rare occurrence of damage caused by foundation settling or shrinking, Bailey Granite will not be held responsible or guarantee the product in this manner. The concrete footer the monument will be rested on is the complete responsibility of the client. It must be noted that the footing for the monument be perfectly level, to ensure all components adjoin correctly.

In most black granite, natural quartz inclusions are quite common. These inclusions are typically white. They are a natural trait of the granite and do not influence or effect the quality of the granite.

Any permits needed for the area of the installation must be purchased and secured by the GSFMM Committee in the specified area.

Summary

For all services rendered by Bailey Granite, the total purchase price is Quote #1 **\$49,027** or Quote #2 **\$46,335**. Both quotes include all necessary services of a completed granite structure as follows: crating, shipment, delivery, and installation of the monument.

Terms of Contract

The terms of this contract include:

- 30% deposit at the time of signing the proposal.
- Next payment of 30% is required sixty days after the date of the signed proposal.
- 40% remaining balance is to be paid fifteen days before shipping of the monument.
- Pricing of this bid is binding for ninety days and possibly longer provided the supplier does not change rates.

Advantages

The advantage your committee will attain by choosing Bailey Granite as your monument provider. You may be pleased to know there are no taxes on monuments if purchased in KY. For this project, that is a savings of approximately \$2,942.

Options

Please select the which option you think best fits your project as well as sign and date to finalize this agreement.

Quote #1 - \$49,027

Quote #2 - \$46,335

For Quote #1 - \$49,027

For Quote #2 - \$46,335

Name: <u>JENNIFER B. SLOW</u>
Signature: <u>Jennifer B. Slow</u>
Date: <u>2021 06 28</u>

Name: _____
Signature: _____
Date: _____

CITY OF NAPERVILLE
SPECIAL EVENTS AND CULTURAL AMENITIES FUND
REQUEST FOR PAYMENT

OK TO PAY

Date: 5/19/22

Organization Name: Century Walk Corporation

PO#: 2416

Project Name: Gold Star Memorial

Amount \$ 32,297.00

Contact Name: W. Brand Bobosky

Contact Phone: 630-355-5555

Contact Email: brand@hobosky.com

Payment Request # (1st, 2nd, state if it is the *final payout*—based on entire funding): 2

REIMBURSEMENT REQUEST FOR:

Check all that apply and attach required documentation for payment. *

Receipts Invoices Other: _____

STATUS OF FUNDS

1. Grant Amount Awarded:	<u>\$100,000.00</u>
2. Sum of Past Claims Paid for this Project:	<u>\$28,502.21</u>
3. Amount of This Request:	<u>\$32,297.00</u>
4. Total Requests: (Line 2 + Line 3)	<u>\$60,799.21</u>
5. Current Grant Balance: (Line 1 - Line 4)	<u>\$39,200.79</u>

I certify that this request for payment is made in accordance with the terms and conditions of the Special Events and Cultural Amenities Grant Fund Agreement between the City and ourselves, as the Grantee.

W. Brand Bobosky
Signature

May 13, 2022
Date

W. Brand Bobosky
Print Name

President
Title

*Required documentation for Payment

If submitting receipts and/or invoices please provide a summary sheet itemizing each expense.

batch
3811



The Lima Lima Flight Team, Inc.
314 SW Memorial Ct. Lake City, FL 32025-2913
Contract for Services

The Lima Lima Flight Team, Inc. agrees to perform the following services on the dates and location specified below:

Performance Dates: August 7, 2022

Time: TDD

Location: Naperville, IL (Flying over of ILL10)

Performance: Two-Ship Fly-By Performance for the Naperville Gold Star Faculty Memorial Inauguration

Arrival Date: August 7, 2022

Departure Date: August 7, 2022

Inspection and Practice Date: N/A

1. The Lima Lima Flight Team agrees to provide two warbird aircraft for aerial performance, consisting of multiple formation fly-bys with smoke and lights, on the day requested.
2. In consideration of which, the undersigned agrees to pay the Lima Lima Flight Team the sum of \$1,000 (One Thousand dollars). A deposit is not required to secure and hold dates indicated.
3. The Lima Lima Flight Team assumes no responsibility to appear due to weather, mechanical or physiological difficulties encountered enroute, but will arrive as soon as it is safely possible. In addition, the weather in the vicinity of the performance area must be greater than 1500' and VSM visibility as required by FAA Regulations.
4. If the team is in place and unable to fly due to weather or another phenomenon, the fee is still due.
5. All decisions regarding safety of flight are at the discretion of the flight leader and are not affected by this contract as to non-performance.
6. This constitutes contract representation.

Signed and dated on May 6, 2022:

John C. Aldous, Pres.

The Lima Lima Flight Team

W. Bruce Gotsky

Naperville River Walk Corp

City of Naperville - park district
Veterans park
Gartner road
Naperville

D.K. Landscape & Design Inc.
421 Deerfield Drive
Oswego IL 60543
630-333-5222 Cell

3-18-2022

Note: No flowers are included in the list below.

Plant material

1 serviceberry 6 ft. \$ 323.00
1 pink flowering crab 6 ft. prairie fire \$ 325.00
1 royal oak 2.5 inch \$ 631.00
18 boxwood \$ 1260.00
1 hyd. lime lite \$ 43.00
27 moor grass \$ 540.00
20 karl foerster grass \$ 480.00
12 little lime hyd. \$ 516.00
8 flats of sedum \$ 252.00
25 drift rose \$ 925.00
3 annabell hyd. \$ 129.00
7 bobo hyd. \$ 301.00
13 dwarf fountain grass \$ 345.00
Soil 44 yards \$ 900.00
Mulch the beds per the design and touch up the mulch at the beds around the flag area
30 yards \$ 1296.00
Restore seed and blanket
Seed 100 lb \$ 241.00
Straw blanket 5 rolls \$ 375.00
Pins \$ 40.00
Granular weed control 100 lb. \$ 250.00
1 load of landscape waste \$ 375.00
Labor / machine time and fuel \$ 3500.00
Total \$ 12,997.00

421 Deerfield Drive
Oswego, IL 60543
DKlandscapeanddesign.com



Designing Outdoor Living Spaces

Tel: 630 551 0477
Fax: 630 551 0428
Cell: 630 333 5222
DK_landscape@comcast.net

ILCA

Optional overtopping stones - terraced into the grade
Size 4 ft. wide x 2-3 ft. deep x 7-9 inch thick

9 stones \$ 2250.00

Optional flowers

25 lavender \$ 375.00

20 salvia \$ 300.00

15 cosmos \$ 225.00

40 corabell mixed colors \$ 720.00

10 allium \$ 150.00

30 geranium \$ 450.00

2 flats of alupa \$ 215.00

*These optional items
are not included
and will not be
part of the contract.*

Yes

Terms

100 % at completion

Payment is check - no visa accepted.

Acceptance *Suzanne Bobosky*

Print name W BRAND BOBOSKY

Date 5/13/22

421 Deerfield Drive
Downers Grove, IL 60540
DK Landscape & Design, LLC



Designing Outdoor Living Spaces

Tel: 630 351 0477
Fax: 630 551 0420
Cell: 630 333 5222
DK_landscape@comcast.net

ILCA



FITZGERALD'S
ELECTRICAL CONTRACTORS, INC.

November 18, 2011

Mike Dzusko
Naperville Park District

Subject: **Naperville Park District- Veterans Park- Gold Star Memorial Lighting**

Please see budgetary proposal below to provide the necessary labor and materials to complete the lighting installation for the Veterans Park- Gold Star Memorial Project

Proposal Total \$18,300.00

18,300

Clarifications:

- A. Includes Private Locating, Trenching, bond digging and backfill with existing material for feed from existing services to be provided
- B. Includes adequate power to (1) ground mounted up lighting fixtures and (1) weatherproof quad receptacle.
- C. Landscape repair by others.

Sincerely,

Ryan Fitzgerald
Project Manager

check #
694295

NOV 23 ready check run

OK TO PAY

CITY OF NAPERVILLE
SPECIAL EVENTS AND CULTURAL AMENITIES FUND
REQUEST FOR PAYMENT

Date: 11/15/22
PO#: 2416
Amount \$ 36,700⁰⁰

Organization Name: Century Walk Corporation

Project Name: "The Painted Word" Mural

Contact Name: W. Brand Bobosky Contact Phone: 630-355-5555

Contact Email: brand@boboskylaw.com

Payment Request # (1st, 2nd, 3rd, state if it is the *final payout* - based on entire funding): 3

batch
6950

REIMBURSEMENT REQUEST FOR:

Check all that apply and attach required documentation for payment. *

Receipts Invoices Other: _____

STATUS OF FUNDS

1. Grant Amount Awarded:	<u>\$100,000.00</u>
2. Sum of Past Claims Paid for this Project:	<u>\$60,799.21</u>
3. Amount of This Request:	<u>\$36,700.00</u>
4. Total Requests: (Line 2 + Line 3)	<u>\$97,499.21</u>
5. Current Grant Balance: (Line 1 - Line 4)	<u>\$2,501.79</u>

I certify that this request for payment is made in accordance with the terms and conditions of the Special Events and Cultural Amenities Grant Fund Agreement between the City and ourselves, as the Grantee.

<u>W. Brand Bobosky</u>	<u>10/21/2022</u>
Signature	Date
<u>W. Brand Bobosky</u>	<u>President</u>
Print Name	Title

*Required documentation for Payment
If submitting receipts and/or invoices please provide a summary sheet itemizing each expense.



"The Printed Word" Mural timeline of the history of publishing in Naperville. The Third Edition.

Client: Century Walk Corporation **Address:** 34 W Chicago Ave, Naperville, IL. 60540 Tel: 630-355-5556

Date 9/19/22

ARTIST: DODIE MONDERO - MONDERO STUDIOS

PROJECT: "THE PRINTED WORD" MURAL

SIZE: 1 MURALS, 7'ft high by 15'ft wide **LOCATION:** 'Sephora' Building, East Wall.

Description: Century Walk commissions Mondero Studios to design and paint one murals depicting the history of publishing in Naperville. Originally painted by muralist, Timm Etters in 1996. The mural will be relocated on the east wall of the Sephora store on Jefferson in downtown Naperville. This version of the mural shows a more comprehensive, chronological journal of publishing in Naperville. It begins with 19th Century photo renditions of David Givler, James Nichols, Harold and Eva Moser. The mural journeys through photography, fonts, and tools of the trade followed by Positively Naperville, Joe Raoul and local Rotarians as the timeline transitions to 21st Century present day denoted by the modern technology into the future with the shooting star and the power of information of the worldwide web.

- A) The murals will be painted on canvas in the Artist's studio, measuring 7"ft. high by 15"ft wide. After completing the mural, it will be stretched on a wood panel and sealed for weather proofing.
- B) The Artist will coordinate with the building manager on installation and proper mounting.

Proposed Cost: \$36,700

MONDERO STUDIOS
10614 Rachel Lane
Orland Park, IL. 60467
T 630.290.2429
monderostudios@aol.com

DAVID Givler
pub of
the napv C IAZON

James Nichols
foundy besman
13,000 books
for the library

Harold and Eva Moser
- had dev
and lent
philanopart
- Lumber corp

Estimated cost for restoration, \$36,700

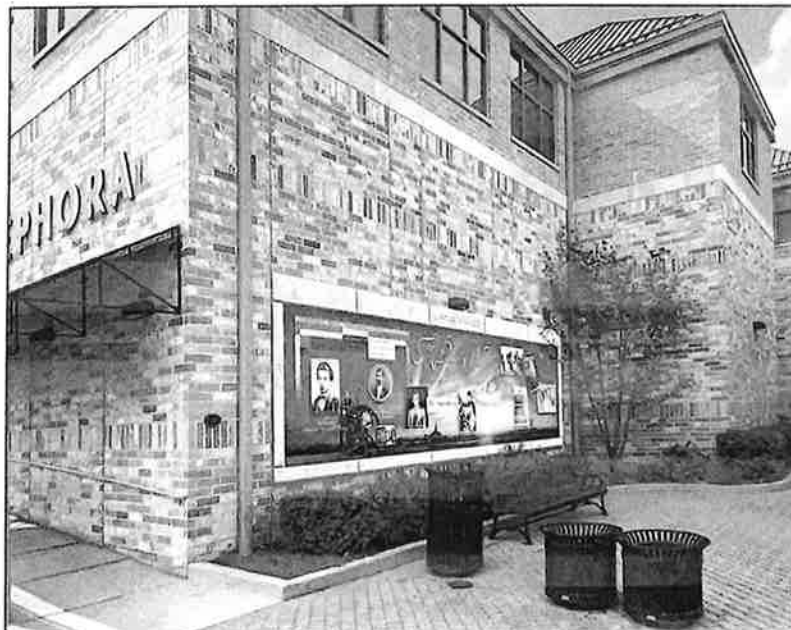
Estimated total cost includes material.

- Cost will not exceed without the approval of Century Walk.

(Unforeseen delays or Act of God may affect time of completion)

Items	Time	Quantity	Cost
Mural on canvas 7'ft high x 15'ft wide Painting production in artist's studio,	35 days		\$ 31,000
Studio Art Assistant			\$ 3,000
Materials - Paints brushes,			\$ 300
Wood panel materials - plywood, brackets, nails, etc.			\$ 600
Industrial Clear-Coat,		2 gallons	\$ 300
Installation			\$ 1,500
Total			\$ 36,700

Estimated Project Production Time - Begin, October 24th - Completed, Nov 30th



**AGREEMENT
BETWEEN
THE CITY OF NAPERVILLE
&
CENTURY WALK CORPORATION**

MAY 1, 2023

THIS AGREEMENT (“Agreement”) is dated May 1, 2023 (“**Effective Date**”), and is between the **CITY OF NAPERVILLE**, an Illinois municipal corporation and home rule unit of local government, with its principal office located at 400 South Eagle Street, Naperville, Illinois 60540 (“**City**”), and Century Walk Corporation, an Illinois not-for-profit corporation with its principal office located at 34 W Chicago Ave., Suite B, Naperville, Illinois 60540 (“**Century Walk**”). The City and the Century Walk may be hereinafter interchangeably referenced when individually as “**Party**” or cumulatively as “**Parties**”.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the consideration sufficiency of which the Parties agree, the City, in exercise of its home-rule authority, and the Century Walk agree as follows:

Section 1. Recitals.

A. Century Walk was established in 1996 to create culturally significant and diverse public art throughout Naperville in the 21st Century.

B. Since 1996, the Century Walk has led a public art initiative in Naperville featuring murals, mosaics, reliefs, mobiles, and sculptures throughout the City. To date, Century Walk ~~has~~ is affiliated with more than 50 locations of public art located throughout Naperville.

C. Century Walk funds ~~its~~ art installations through a combination of private and public fund raising, often including ~~approximately fifty percent of significant~~ contributions from the City.

D. The City and the Century Walk have determined it to be in the best interest of the Parties, to memorialize their respective rights and responsibilities concerning the public art ~~installed by~~ affiliated with the Century Walk.

E. The City has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the City and its residents, and to act to achieve such objectives.

F. The City has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to use its credit, revenues, and other resources to pay costs and service debt related to activities which involve a public purpose.

G. The City has determined it is in the public interest to assist with financing the public art as it will enhance the quality of life for the greater Naperville community.

H. The City has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law for the purpose of achieving such objectives.

I. The Corporate Authorities of the City, after due and careful consideration, have determined that it is in the public interest to memorialize its relationship with the Century Walk as it will enhance the quality of life for the greater Naperville community.

J. The foregoing Recitals are incorporated herein and made a part of this Agreement.

Section 2. Party Responsibilities.

A. Grant Amount.

1. On August 17, 2021, the Naperville City Council directed that the City shall designate to the Century Walk a Grant of one one-hundred thousand dollars (\$100,000.00) in calendar years 2022, 2023 and 2024 to assist the Century Walk with financing the establishment of specific public art projects as represented by the Century Walk to the Naperville City Council on the condition that said Grants be: (1) used for capital only; (2) restricted to art on public property; (3) the funds would be prepaid; (4) a Council liaison will be added to the Century Walk board for financial oversight; and (5) Century Walk provide its financial statements to the City. Pursuant to said direction, and subject to said conditions, the City shall designate to the Century Walk a Grant of one one-hundred thousand dollars (\$100,000.00) in calendar years 2022, 2023 and 2024.

2. After 2024, on an annual basis, the City shall consider designating to the Century Walk a Grant in an amount determined by the Naperville City Council, in its sole discretion, to assist the Century Walk with financing the establishment of specific public art projects as represented by the Century Walk to the Naperville City Council.

B. Reimbursement Request. The City shall not disburse any Grant funds unless and until the City receives from the Century Walk a written request for disbursement of Grant funds.

Said request shall be made by the Century Walk by completing and tendering to the City a written request for reimbursement. The Century Walk shall include with said request invoices, receipts, or other proof that the Grant funds will be spent in accordance with the approved scope of the specific public art project to justify the City disbursement of Grant funds. No Grant funds shall be disbursed by the City to the Century Walk prior to the City receiving the proof of expenses. Following receipt and review the disbursement request and proof of expenses, the City, in its discretion, shall disburse to the Century Walk the approved amount of the disbursement request out of available Grant funds. The City's disbursement of Grant funds shall not be unreasonably withheld.

C. **Public Art Ownership.** All public art affiliated with, dedicated to, or installed or maintained by the Century Walk shall be categorized onto one of three lists attached this Agreement as Exhibits A, B, and C. Exhibit A shall be a list of all Century Walk public art that is located on City-owned property. Exhibit B shall be a list of all Century Walk public art that is located on non-City-owned public property. Exhibit C shall be a list of all Century Walk public art that is located on private property. As public art is added or removed or as the transfer or clarification of ownership interests is changed, Exhibits A, B, and C shall be administratively amended in writing and signed by the authorized representatives of the Parties listed in Section 7.A. (Notices).

The Century Walk hereby tenders to the City all of the ownership rights it possesses ~~sole and exclusive ownership~~ of all public art listed in Exhibit A. The transfer of ownership from the Century Walk to the City shall be deemed to have occurred once the installation of the art piece on City property is completed. Upon the City's request, the Century Walk shall cooperate with the City to establish or memorialize the City's ownership including providing written memorialization of the ownership or transfer of ownership required or requested by the City, within a reasonable time after completion of the installation of the public art.

The Parties agree and acknowledge that the City currently has no ownership interest in the public art listed in Exhibits B and C. ~~The ownership of the public art listed in Exhibits B and C shall be under the control of the Century Walk or to a third party that the Century Walk may have assigned or transferred ownership of said art.~~ Nothing contained in this Agreement shall prohibit the Century Walk, in its discretion, from transferring any of its ownership rights ~~of in the~~ public art listed in Exhibits B and C to a third party. Nothing contained in this Agreement shall prohibit the City from negotiating the transfer of ownership of public art that is not located on City-owned property to the City. In other words, the City may enter into agreements with owners of public art that is or was listed in Exhibits B or C to transfer ownership of said public art to the City and Century Walk agrees to actively assist in such transfer of ownership or license to the City. The

Exhibits to this agreement shall be administratively amended by the City in writing and signed by the authorized representatives of the Parties listed in Section 7.A. (Notices) to accurately reflect the ownership of the public art.

The provisions of this Section 2.C. shall survive the expiration or termination of this Agreement.

D. Maintenance.

1. On August 17, 2021, the Naperville City Council directed that the City shall designate to the Century Walk a Maintenance Grant of fifty thousand dollars (\$50,000.00) in calendar years 2022, 2023 and 2024 to assist the Century Walk with maintaining the public art ~~listed in Exhibit A, B, and C~~. The Century Walk shall prioritize the use of said Maintenance Grant to maintain the public art listed in Exhibit A. The Century Walk, in its discretion, may use funds remaining after maintaining the public art in Exhibit A to maintain public art listed in Exhibits B and C. Pursuant to said direction, and subject to said conditions, the City shall designate to the Century Walk a Maintenance Grant of fifty thousand dollars (\$50,000.00) in calendar years 2022, 2023 and 2024.

2. After 2024, on an annual basis, the City shall consider designating a Maintenance Grant to the Century Walk in an amount determined by the Naperville City Council, in its sole discretion, to assist the Century Walk with maintaining the public art listed in Exhibit A, B, and C. The Century Walk shall prioritize the use of said Maintenance Grant to maintain the public art listed in Exhibit A. The Century Walk, in its discretion, may use funds remaining after maintaining the public art in Exhibit A to maintain public art listed in Exhibits B and C.

3. Notwithstanding any Maintenance Grant to the Century Walk, the City is responsible for the maintenance of the public art listed in Exhibit A and may take any action, in its discretion, using City employees, volunteers, or third-party services, to maintain the public art listed in Exhibit A. The City shall have no responsibility for the maintenance of any public art listed in Exhibits B or C. The maintenance of the public art listed in Exhibits B and C shall be the responsibility of the Century Walk. Nothing contained in this Agreement shall prohibit the Century Walk, in its discretion, from transferring maintenance responsibilities of the public art listed in Exhibits B and C to a third party.

E. Financial Records. The Century Walk's records pertaining to all public art in any way supported by either a Grant or Maintenance Grant from the City shall be subject to and

available for inspection and audit by the City during regular business hours upon five (5) days' written notice.

F. **Reporting.** Upon the City's request, the Century Walk shall prepare a report detailing the use of any funds from a Grant or Maintenance Grant from the City.

G. **Shared Recognition.** For all the Century Walk's public art that was supported through City funding, the Century Walk shall acknowledge the City's participation in all releases or announcements in the electronic or print media as well as in any educational flyers, brochures or other materials promoting or explaining the public art. For any new Century Walk public art projects supported through City funding, the Century Walk shall plan and coordinate with the City a ceremony to announce and celebrate said public art project upon its satisfactory completion in a manner similar to prior dedication of its Public Art. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

H. **Non-Discrimination.** The Century Walk agrees that no person shall on the grounds of race, color, religion, national origin, sex, disability, sexual orientation, or age, while otherwise qualified, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any project or activity including employment supported in whole or in part by funds provided by a Grant or Maintenance Grant from the City.

I. **Prevailing Wage.** The construction of public art is a construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services related to the construction or maintenance of Century Walk public art funded with City Grants or Maintenance Grants must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. The Century Walk shall comply with all aspects of the Act, including, but not limited to notifying all contractors and subcontractors of the same.

Section 3. Insurance.

A. The City shall be responsible for appropriately insuring its public art as listed in Exhibit A.

B. The City shall not be responsible for insuring Century Walk public art that the City does not own, including the public art listed in Exhibits B and C. Century Walk, in its discretion, may insure its public art, including the public art listed in Exhibits B and C. Nothing contained in this Agreement shall prohibit the Century Walk, in its discretion, from transferring its insurance responsibilities of the public art listed in Exhibits B and C to a third party.

Section 4. Term.

A. **Term of the Agreement.** This Agreement shall be effective on the Effective Date hereof and extend for the next two (2) calendar years ending December 31, 2024. During this period the parties thereto agree in good faith to honor the terms hereof and continue to make adjustments as might be required from time to time. At the end of the Agreement, it will extend for an additional two-year period unless one of the Parties has provided notice to the other ninety (90) days prior thereto that it does not wish for such a continuance.

Section 5. Termination.

A. This Agreement may be terminated at any time upon ninety (90) days written notice by either Party in the event of substantial failure to perform in accordance with the terms hereof by the other Party through no fault of the terminating Party.

B. This Agreement is subject to termination by either Party if either Party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the Parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination.

C. If because of death or any other occurrence, including, but not limited to, the Century Walk becoming insolvent, it becomes impossible for any principal or principals of the Century Walk to render the services set forth in this Agreement, the Century Walk shall not be relieved of its obligations to complete the terms of the Agreement. However, in such an occurrence, the City at its own option may terminate this Agreement if it is not furnished evidence to its satisfaction that competent professional services can still be furnished as scheduled.

Section 6. Documents, Drawings, and Intellectual Property.

A. Any documents, including but not limited to intellectual property (hereinafter "Documents") defined herein without limitation as drawings, survey data, reports, studies, processes, specifications, estimates, maps, plans, computations, photographs, audio and video recordings, electronic data, and software and any original work of authorship fixed in a tangible medium of expression within the meaning of the Copyright Act of the United States Code, and all other materials, regardless of physical form or characteristics, prepared, created, or discovered by the Century Walk or by its consultants and subcontractors, for or in relation to the public art listed in Exhibit A, shall automatically and immediately be deemed to be the joint property of the Parties. Proprietary materials or services used by the Century Walk or its consultant or subcontractors to generate Documents related to the public art listed in Exhibit A shall not be considered City property or subject to disclosure to the City.

B. The provisions of this Section 6 and each subpart of Section 6 shall survive the expiration or termination of this Agreement.

Section 7. General Provisions.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic internet mail ("e-mail"). E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) a confirmation e-mail is sent by the recipient to the sender confirming receipt of e-mail notice. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Naperville
Attention: City Manager

400 South Eagle Street
Naperville, Illinois 60540
E-mail: KriegerD@naperville.il.us

With a copy to: City of Naperville
Attention: City Attorney
400 South Eagle Street
Naperville, Illinois 60540
E-mail: DiSantoM@naperville.il.us

Notices and communications to the Century Walk shall be addressed to, and delivered at, the following address:

Century Walk Corporation
Attention: Chairman of the Board
34 West Chicago Avenue, Suite B
Naperville, IL 60540
E-mail: Brand@boboskylaw.com

- B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
- C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. **Non-Waiver.** The Parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to the Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right, except as otherwise set forth herein.
- E. **Written Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party, or of any duly authorized officer, employee, agent, or representative of any Party, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for

disputes arising from or related to this Agreement, the Development, or the Subject Property shall be in the Illinois Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

G. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

I. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties participated equally in the drafting of this Agreement.

J. **Exhibits.** All exhibits attached to this Agreement are incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. **Amendments and Modifications.** An amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties in accordance with all requirements of law.

L. **Changes in Laws.** Unless otherwise provided in this Agreement, any reference to the requirements of law shall be deemed to include any modifications of, or amendments to, the requirements of law that may occur in the future.

M. **Compliance with Laws.** The Parties agree to comply with all requirements of law when performing any services under this Agreement.

N. **Authority to Execute.** The City hereby warrants and represents to the Century Walk that the City Manager who has executed this Agreement on its behalf has been properly authorized to do so by the Corporate Authorities of the City. The Century Walk hereby warrants

and represents to the City that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Century Walk will (a) result in a breach or default under any agreement to which the Century Walk is a party or to which it is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Century Walk is subject.

O. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

P. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

Q. **Savings Clause.** If any provision of this Agreement, or the application of such provision, is rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

R. **Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

S. **Successors and Assigns.** The City and the Century Walk each bind themselves and their partners, successors, executors, administrators and assigns to the other Party of the Agreement and to the partners, successors, executors, administrators and assigns of such other Party in respect to all provisions of this Agreement. Neither the City nor the Century Walk shall assign or in any way transfer its interest in this Agreement without the written consent of the other.

T. **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, or employee of the City or any individual officer, agent, or employee of the Century Walk.

Exhibit List

- Exhibit A List of Century Walk Art on City Property
- Exhibit B List of Century Walk Art on Non-City Public Property
- Exhibit C List of Century Walk Art on Private Property

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

CITY OF NAPERVILLE

CENTURY WALK CORPORATION

By: **Douglas A. Krieger**

By: **Brand Bobosky**

Its: **City Manager**

Its: **Chairman of the Board**

Exhibit A
Century Walk Public Art Located on City-Owned Property

Year	No.	Artwork Description & Location	Owner
<u>1998</u>	<u>7</u>	<u>Plaque: Bronze Plat of Geographic History (Nichols Library)</u>	<u>Library</u>
<u>1998</u>	<u>8</u>	<u>Sculpture: Base Relief Sculptures carved in brick (Nichols Library)</u>	<u>Library</u>
<u>1998</u>	<u>9</u>	<u>Sculpture: Boy/Girl Reading (Nichols Library)</u>	<u>Library</u>
2001	14	Sculpture: Horse Market Days (Naper Settlement)	City
2002	16	Stained Glass: Cars of the 20th Century (Van Buren Parking Deck)	City
2002	17	Sculpture: 2 Children on Bench (Riverwalk on Main Street)	City
2003	19	Statue: Doughboy of WWI (Burlington <u>Square</u> Park)	City
2003	20	Sculpture: Wehrli Hands (Jefferson St. near Naperville Running Store)	City
2003	21	Sculpture: Shanower Memorial (DuPage River/City Hall)	City
2005	23	Sculpture: Fredenhagen Sculpture (Fredenhagen Park)	City
2005	25	Sculpture: Riverwalk Visionaries (Riverwalk near horse trough fountain)	City
2005	27	Mural: The Great Concerto (Central Park Concert Center)	City
2006	28	Sculpture: Veterans' Valor (Washington Street by YMCA)	City
2006	29	Sculpture: Kids Kinetic (DuPage Children's Museum)	City
<u>2007</u>	<u>31</u>	<u>Sculpture: Cat in the Hat (Nichols Library)</u>	<u>Library</u>
<u>2008</u>	<u>32</u>	<u>Sculpture: Green Eggs & Ham (95th St. Library)</u>	<u>Library</u>
2008	33	Sculpture: Mr. & Mrs. Naperville (Riverwalk near Carillon)	City
2010	37	Mural: Van Buren Deck Way Finding (Van Buren Parking Deck)	City
<u>2012</u>	<u>42</u>	<u>Sculpture: The Grinch (Naperville Blvd Library)</u>	<u>Library</u>
2013	43	Sculpture: Joe Naper (Joe Naper Homestead - Jefferson & Mill)	City
2013	44	Sculpture: The Spirit of the American Navy (Burlington Square Park)	City
2018	49	Instruments: Rotary Harmony Park (Riverwalk near Rotary Hill)	City
2018	50	Sculpture: Laughing Lincoln (Central Park)	City
<u>2023</u>	<u>53</u>	<u>Gold Star Memorial (Veterans Park)</u>	<u>City</u>

Exhibit B
Century Walk Public Art Located on Non-City-Owned Public Property

Year	No.	Artwork Description & Location	Owner
1998	7	Plaque: Bronze Plat of Geographic History (Nichols Library)	Library
1998	8	Sculpture: Base Relief Sculptures carved in brick (Nichols Library)	Library
1998	9	Sculpture: Boy/Girl Reading (Nichols Library)	Library
2002	18	Sculpture: Basketball Player (Naperville Central High School)	NCUSD 203
2006	30	Sculpture: Officer Friendly (Washington St. - Washington Jr. High)	NCUSD 203
2007	31	Sculpture: Cat in the Hat (Nichols Library)	Library
2008	32	Sculpture: Green Eggs & Ham (95th St. Library)	Library
2011	39	Sculpture: Whale of a School (Highlands Elementary School)	NCUSD 203
2012	42	Sculpture: The Grinch (Naperville Blvd Library)	Library
2014	46	Sculpture: Best Friends (Riverwalk near Park District Building)	Park District
2014	47	Sculpture: Reflections on Scotts Mill (DuPage River Park/Knoch Knolls)	Park District
2020	51	Sculpture: Ladder of Light (West of the River on Jefferson)	Park District
2023	53	Gold Star Memorial (Veterans Park)	Park District

Exhibit C
Century Walk Public Art Located on Private Property

Year	No.	Artwork Description & Location	Owner
1996	1	Relief: Municipal Band (Bank at Washington & Jefferson streets)	Private
1996	2	Plaque: Printing Industry (Former Sun Building/Pottery Barn)	Private
1996	3	Sculpture: Mosaic Benches (Jackson St. near Egg Harbor)	Private
1997	4	Mural: Mosaic Wall of Naperville Farms (Main & Jefferson/Two Bostons)	Private
1997	5	Sculpture: Various Tools (Jefferson Hill Shops)	Private
1997	6	Mural: Naperville in Transit (Washington & Chicago/Lantern Wall)	Private
1999	10	Sculpture: Genevieve Towsley (Barnes & Noble)	Private
1999	11	Mural: School Children Mosaics (4) (West Wall Anderson's Bookshop)	Private
2000	12	Sculpture: Golden Rule Days (Christian Science Reading Room)	Private
2001	13	Mural: Pillars of Community (Sullivan's south wall)	Private
2001	15	Sculpture: Athlete/WWII Hero (North Central College)	Private
2003	22	Sculpture: Symbiotic Sojourn (Main Street Promenade/Hugo's)	Private
2005	24	Mural: Way We Were (Washington St. across from old library)	Private
2005	26	Mural: Service Clubs (North wall of Catch 35 building on Washington)	Private
2009	34	Mural: World's Greatest Artists (Naperville Art League Building)	Private
2009	35	Sculpture: Dick Tracy (Riverwalk at Naperville Township)	Private
2010	36	Sculpture: The Spirit of the Y (Fry Family Y)	Private
2011	38	Mural: Parade of The Century (Talbots Building)	Private
2011	40	Mural: Faith, Hope and Charity (Russell Cleaners Building)	Private
2011	41	Mural: Naperville Loves a Parade (Gap Building Main Street)	Private
2014	45	Sculpture: Tragedy to Triumph (BNSF Naperville Train Station)	Private
2017	48	Mural: Streaming History (Water Street)	Private
2021	52	Mural: Notable Naperville Athletes (Sullivan's North Wall)	Private